



THORNBURY LAWN TENNIS CLUB CONSTITUTION

v12.0

27th April 2019

1. Name

The Club is called the Thornbury Lawn Tennis Club ("the Club").

2. Definitions

- 2.1 "the Chair" means the person elected from time to time to be the chair of the Club in accordance with Rule 9;
- "the Vice Chair" means the person elected from time to time to be the vice chair of the Club in accordance with Rule 9;
- "the ALTA" means Avon Lawn Tennis Association;
- "the Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Rule 9;
- "the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;
- "the Membership Secretary" means the person elected from time to time to be the membership secretary of the Club in accordance with Rule 9;
- "the LTA" means the LTA CLG Ltd and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
- "LTA rules" means the rules of the LTA as in force from time to time;
- "the Management Committee" means the committee appointed pursuant to Rule 9 to manage the Club;
- "the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;
- "Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
- "the President" means the person appointed from time to time to be the president of the Club in accordance with Rule 10 & 11;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10;
- "the Club Year" means the period from 1 April to 31 March the following year;
- "Full Member" means any member who is 18 or more years old and is a Family, Single, Off Peak or Student Member. Participants in any trial membership scheme are not Full Members.
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

3. Objects

3.1 The objects of the Club are:

- (a) to provide facilities for and promote participation of the whole community in the sport of tennis;
- (b) to provide and maintain Club premises at Mundy Playing Fields, Thornbury;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to take and retain a membership of the ALTA (and by so doing become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the ALTA as amended from time to time, the LTA Rules and Disciplinary Code and the rules and regulations of any body to which the LTA is affiliated;
- (e) to acquire, establish, own, operate and turn to account in any way the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (f) to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (g) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the ALTA (as appropriate) where so required by the Rules and Regulations of the LTA or the ALTA (as the case may be);
- (h) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Profit

The Club is a non-profit-making organisation. All profits and surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No profit or surplus will be distributed to the Members.

5. Membership

5.1 Eligibility for membership

5.1.1 Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability.

5.1.2 The Club may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to the Club's members at the next AGM/EGM and decided by a majority vote.

5.2 Admission of Members

5.2.1 Until a candidate becomes a Member, having paid the appropriate membership and joining fee at the time of application, he is not entitled to any privileges of the Club.

5.2.2 The Management Committee reserves the right to refuse membership of the Club, where in its view that would be in the best interests of the Club. Where it is proposed to refuse membership, the procedure detailed under Rule 7 shall be followed.

5.3 Classes of Members

5.3.1 There shall be the following classes of membership for the Club:

- Family Membership. A Family shall be defined as a maximum of two adults plus their children aged 18 years and under on 1st April of the current year.
- Adult Membership. An Adult shall be defined as an individual adult.
- Off-peak Adult Membership. An Off-peak member shall be an adult with restricted playing times.
- Student Membership. A Student shall be defined as a person over 16 years of age on 1st April of the current year and in full time education.
- Junior Membership. A junior member shall be defined as a junior who is 16 years of age or under on the 1st April of the current year.
- Minis Membership. Minis membership shall be defined as a junior who is still at primary (or pre-school) on the 1st April of the current year.
- Associate Membership. An Associate shall be defined as a non-playing member.
- Trial Membership. A Trial member shall be defined as a person who has joined as part of an Introductory or Trial scheme as defined by the Management Committee.

The Management Committee shall determine and publish each year the full definition of each membership class.

5.3.2 Playing guests, if accompanied by a Full Member may be admitted to the Club premises on no more than four occasions in any calendar year and will be subject to the current guest charge on each occasion.

5.4 *Conditions of Membership*

- 5.4.1 Each member agrees as a condition of membership to be bound by and subject to the LTA Rules and Disciplinary Code.
- 5.4.2 Rule 5.4.1 confers a benefit on the LTA and subject to the remaining provision of this rule is intended to be enforced by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 5.4.1, should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
- 5.4.3 The Club agrees that all unlicensed and unregistered coaches and so far as is reasonably practicable, players and other persons using the facilities of the Club, will be required, as a condition of such use, to agree to be bound by this constitution and subject to the LTA Rules and Disciplinary Code, such agreement to contain express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the Club can enforce any breach at its option and in its sole discretion.

6. **Cessation of Membership**

Membership shall not be transferable in any event and shall cease immediately on death or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

7. **Expulsion**

- 7.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the Club for him to remain a Member.
- 7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.
- 7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to answer complaints made against him and to cross-examine any witnesses and must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.
- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting.
- 7.5 The member shall have the right of appeal to the members. This appeal shall be heard at the next Annual or Extraordinary General Meeting, and shall be decided by majority vote.

8. **Effect of Resignation or Expulsion**

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he has no right to the return of any part of his subscription. Keys (club house and court) and key fob held by the member must be returned to the Membership Secretary.

9. **The Management Committee**

- 9.1 The Club shall be managed by a Management Committee consisting of:
- (a) the Chair;
 - (b) the Vice Chair
 - (c) the Secretary;
 - (d) the Treasurer;
 - (e) the Membership Secretary;
 - (f) no more than 5 other Members elected annually at the annual general meeting.
- 9.2 The Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be proposed and seconded by any two Full Members on the form prescribed by the Management Committee. The form must be submitted to the Secretary by such date as the Management Committee shall prescribe each year and must be signed by both the nominee and the nominators. No Member may nominate more than one candidate for any one position.
- 9.3 Any person nominated as a member of the Management Committee must be a Full Member of not less than one year's

standing.

- 9.4 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).
- 9.5 All Management Committee members shall be required to stand for re-election, if they wish to remain in office, after serving 3 years.
- 9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 5 further Members or non-Members, if a specific expertise is required, who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.7 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 9.8 A member of the Management Committee shall be deemed to have vacated office if:
- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) he resigns his office by notice to the Club; or
 - (c) he fails to attend three consecutive meetings of the Management Committee and in the opinion of the Management Committee there are no mitigating circumstances for that failure. The Management Committee can therefore resolve that his office be vacated; or
 - (d) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the ALTA or the LTA; or
 - (e) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 8 meetings each year. The quorum of such meetings shall be 6. The Chair, Vice Chair and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 10.2 The Chair shall be the chair of the Management Committee. Unless he is unwilling to do so, the Chair shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if the Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chair shall preside. If there is no Vice-Chair or if he is unwilling to preside, or if he is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chair of the meeting.
- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of equality of votes the Chair (or the acting chair of that meeting) shall have a casting or additional vote.
- 10.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.
- 10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6 The Management Committee shall be responsible for recommending a candidate for the appointment of President.
- 10.7 The Management Committee shall appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee. The Chair from time to time is nominated as the person to

appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chair shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated.

- 10.8 The number of Trustees shall not be more than four or less than two.
- 10.9 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, employee or agent of the Club who has incurred or may be about to incur any liability at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.
- 10.10 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to the Rules and Disciplinary Code, such agreement to contain an express acknowledgement that the Contract (Rights of Third Parties) Act 1999 applies and that the Club can enforce any breach at its option and in its sole discretion.
- 11. Annual general meeting**
- 11.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business. Notice shall be sent to all Full Members 28 days before the meeting is to be held:
- to receive the Chair's report of the activities of the Club during the previous year;
 - to receive and consider the accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;
 - to elect the members of the Management Committee;
 - to receive the recommendation of the Management Committee for the appointment of the President;
 - to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - to deal with any special matters which the Management Committee desires to bring before the membership.
- 11.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing, signed by Proposer and Seconder, to the Secretary not less than 14 days before the meeting.
- 11.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.
- 12. Extraordinary general meetings**
- An extraordinary general meeting:
- may be called at any time by the Management Committee;
 - shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 30 Full Members stating the purposes for which the meeting is required and the resolutions proposed.
- 13. Procedures at the annual and extraordinary general meetings**
- 13.1 The Secretary shall send to each Full Member at his last known address (email or postal) notice of the date of the general meeting and the resolutions to be proposed at least 10 days before the meeting.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 20 Full Members.
- 13.3 The Chair or in his absence, the Vice Chair shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be chair of the meeting.
- 13.4 Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting.

13.5 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

13.6 There shall be no right for a member to vote by proxy.

14. Alteration of the Constitution

The Constitution may be altered by resolution at the annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two thirds of the Members present and voting at the general meeting, the notice of which contained particulars of the proposed alteration or addition.

15. Regulations, Bye-laws and Standing Orders

The Management Committee shall have power to make, repeal and amend such regulations, bye-laws and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations, bye-laws and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

16. Finance

16.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club.

- Money drawn from the account below an amount specified by the Management Committee can be authorised by the Treasurer alone.
- Money drawn from that account above an amount stipulated by the Management Committee must be authorised by two of the signatories, one of whom must be the Treasurer, Chair or Secretary. The signatories will be the Treasurer, Chair, Secretary and up to two others from and selected by the Management Committee.

Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

16.2 Subject to Rule 19.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

16.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.

In this context, service rendered specifically excludes playing tennis, i.e. no person shall be paid to play.

16.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.

16.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be independently verified by a suitably qualified person. The accounts must be made available to every Full Member at the annual general meeting.

17. Borrowing

17.1 The Management Committee may borrow a maximum total amount of £10,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.

17.2 The Management Committee can sanction expenditure of up to £10,000 for a project on behalf of the Club for the purposes of the Club. For any expenditure above £10,000 the sanction of general meeting will be required.

17.3 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon or by the issue of debentures charged upon all or any part of the property of the Club). The grant of such security must be approved at a general meeting.

17.4 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

17.5 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

18. Property

18.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.

18.2 The Trustees shall be indemnified by the Club to pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such Trustee in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Management Committee may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

19. Dissolution

19.1 A resolution to dissolve the Club shall only be proposed at an extraordinary general meeting and shall only be passed if carried by a majority of at least three-quarters of the Full Members present and voting.

19.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

19.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be distributed to one or more of the following:

- (a) Another Tennis Club which is a registered Charity;
- (b) Another Tennis Club which is a registered Community Amateur Sports Club;
- (c) The Club's governing body (the ALTA) for use by them for related community sports.