



WIVELISCOMBE TENNIS CLUB
CONSTITUTION

July 2017

1. Name

The Club is called **Wiveliscombe 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 CLTA" means Somerset County Lawn Tennis Association;

"the Game" means the game of tennis;

"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 LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the Committee" means the committee appointed under 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;

"the President" means the person from time to time to be the president of the Club in accordance with Rule 9; and

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender and vice versa; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

3. Objects

The objects of the Club are:

- (a) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;
- (b) to provide and maintain Club premises at Wiveliscombe;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to provide such other benefits to its members as it shall think fit;

- (e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- (f) to operate and maintain the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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;
- (h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate);
- (i) to offer support to lawn tennis clubs which are charities or community amateur sports clubs;
- (j) to do all such other things as the Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game and to promote increases in participation at all levels of the Game.

4. Application of Surplus Funds

4.1 The Club is a non-profit-making organisation. Subject to Rule 22.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities.

4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Committee (without the member being present) and are agreed with the member on an arm's length basis.

5. Membership

5.1 Eligibility for membership

5.1.1 Persons of either sex are eligible for full membership of the Club provided they are at least 18 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of Members is unlimited.

5.2 Admission of Members

Any person who wishes to become a Member must submit an application in such form as the Committee shall decide.

5.3 Conditions of membership

5.3.1 Each member (of each class) agrees as a condition of membership:

(A) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time); and

(B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

5.3.2 Rule 5.3.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable 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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.

5.3.3 The Committee may subject to Clause 7 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

5.4 Classes of Members

5.4.1 There shall be the following classes of members for the Club:

Full Member
Student Member
Family Member
Junior Member
Temporary Member
Non-playing Member

5.4.2 Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. A Member other than a Full Member shall be entitled to all the other privileges of membership relevant to this class of membership.

5.5 Subscriptions

5.5.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Committee.

5.5.2 The Members shall pay any entrance fee and/or annual subscription fees set by the Committee from time to time.

5.5.3 No candidate who has been accepted as a Member shall be entitled to the privileges of membership until she/he has paid the entrance fee (if any) and her/his first annual subscription.

5.5.4 Any Member whose entrance fee or subscription is not paid by such date as the Committee shall decide each year shall be deemed to have resigned her/his membership of the Club.

6. Resignation

A Member may withdraw from membership of the Club without notice to the Club. Membership shall not be transferable.

7. Expulsion

7.1 Subject to the remaining provisions of this rule, the Committee shall have power to refuse membership or expel a Member if it in its sole discretion determines that it would be in the interests of the Game or of the Club to do so.

7.2 A Member shall not be expelled unless she/he is given 14 days' written notice of the meeting of the Committee at which her/his expulsion shall be considered and written details of the complaint made against her/him.

7.3 The Member shall be given an opportunity to appear before the Committee to answer complaints made against her/him. The member must not be expelled unless at least two-thirds of the Committee then present vote in favour of her/his expulsion.

7.4 The Committee may exclude the Member from the Club's premises until the meeting considering her/his expulsion has been held.

7.5 The Member may appeal against the Committee's decision by notifying the Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

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 she/he has no right to the return of any part of her/his subscription.

9. The Committee

9.1. The Club shall be managed by a Committee consisting of:

- (a) the Chair
- (b) the Secretary;
- (c) the Treasurer;
- (d) other Members elected annually at the annual general meeting.

9.2 The Club agrees that each member of the Committee will be required, as a condition of election, to agree to be bound by and subject to these rules, the rules and regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgment that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

9.3 The Committee shall decide in its discretion how Members may be nominated to be members of the Committee and shall notify the Members accordingly.

9.4 Any person nominated as a member of the Committee must be a Full Member.

9.5 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy there shall be an election at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.

9.6 The 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). The Chair, Secretary and Treasurer may serve in their specific posts for a maximum of three consecutive years.

9.7 In addition to the members elected in accordance with this Rule 9, the Committee may co-opt further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Committee.

9.8 The Committee may appoint any Member to fill any casual vacancy on the Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.

9.9 Retiring members of the Committee may be re-elected.

9.10 A member of the Committee shall be deemed to have vacated office if:

(a) a registered medical practitioner who is treating that person gives a written opinion to the Committee stating that that person has become physically or mentally incapable of acting as a member of the Committee and may remain so for more than three months; or

(b) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

(c) she/he resigns office by notice to the Club; or

(d) she/he shall without sufficient reason for more than three consecutive meetings of the Committee have been absent without notification to the Committee and the Committee resolves that the office be vacated; or

(e) she/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 CLTA or the LTA; or

(f) she/he is requested to resign by not less than two-thirds of the other Committee members acting together.

9.11 Any person accepting election or nomination to the Committee who has any financial interest in the Game must, before such election, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from the Committee. The Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

10. Proceedings of the Committee

10.1 Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than two meetings each year. The quorum for such meetings shall be five. The Chair and the Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Committee not less than seven days' notice of a meeting.

10.2 The Chair, or Secretary or Treasurer shall be the Chair of the Committee.

10.3 Decisions of the Committee shall be made by a simple majority and in the event of an equality of votes the Chair of the meeting shall have a casting or additional vote.

10.4 The 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 Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.

10.5 The 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 Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

10.6 The members of the Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

10.7 Any member of the Committee may participate in a meeting of the Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting is.

11. Annual General Meeting

11.1 The annual general meeting of the Club shall be held at such time as the Committee shall decide each year to transact the following business:

- (a) to receive the report of the activities of the Club during the previous year;
- (b) to receive and consider the accounts of the Club for the previous year;
- (c) to elect the members of the Committee;
- (d) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (e) to deal with any other matters which the 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 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 Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 10 Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

13. Procedures at the annual and extraordinary general meetings

13.1 The Secretary shall send to each Member written notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Committee for the ensuing year at least 14 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

13.2 The quorum for the annual and extraordinary general meetings shall be seven Members . No business other than the appointment of the Chair of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

13.3 The Chair shall preside at all meetings of the Club but if she/he is not present within 15 minutes after the time appointed for the meeting or has signified her/his inability to be present at the meeting, the Members present may choose one of the other members of the Committee present to preside and if no other member of the Committee is present or willing to preside the Members present may choose one of their number to be Chair of the meeting.

13.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the Chair of the meeting must adjourn it. The Chair of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the Chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Committee. The Chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 13.1. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

13.5 Members of the Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The Chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.

13.6 Each Member paying an annual subscription present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the Chair of the meeting shall have a casting or additional vote.

13.7 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting.

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

14. Guests

14.1 Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Committee, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.

14.2 The Member introducing a guest and any person introduced as a guest of the Committee in accordance with Rule 14.1 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.

14.3 No one may be admitted as a guest on more than four occasions in any calendar year.

15. Availability of Play

The Club is available for play between the hours of 08.00 and 22.30 each day.

16. Alteration of the rules

These Rules may be altered by resolution at an 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 contains particulars of the proposed alteration or addition.

17. Regulations and Standing Orders

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

18. Use of Facilities

The Club agrees that all unlicensed and unregistered coaches and, so far as 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 and subject to these rules, the rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgment that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the CLTA can enforce any breach at its option and in its sole discretion.

19. Finance

19.1 All moneys payable to the Club shall be received by the person authorised by the Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by two of the signatories. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.

19.2 Subject to Rule 22.3, 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.

19.3 The Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.

19.4 The Club may pay any reasonable expenses that members of the Committee properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

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

19.6 Full accounts of the financial affairs of the Club shall be prepared each year and these accounts must be made available to every Member attending the annual general meeting.

20. Borrowing

The Committee may borrow a maximum total amount of £1,000 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.

21. Notices

21.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information primarily by electronic delivery or by posting it to the intended recipient's usual address.

21.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.

21.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

21.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

22. Dissolution

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

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

22.3 Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives.