

# Newton Poppleford & Harford Tennis Club Constitution

## 1. Name

The Club is called Newton Poppleford & Harford Tennis Club ("the Club").

## 2. Definitions

2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;

"the CLTA" means Devon County 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 LTA" means The Lawn Tennis Association (the governing body of lawn tennis within Great Britain, the Channel Islands and Isle of Man) of the Queen's Club, West Kensington, London W14 9EG;

"the Management 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 Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender;

## 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 The Playing Fields, Back Lane, Newton Poppleford

(c) to promote, improve, develop and support the interests of tennis;

(d) to give such other benefits to its members & local community as it shall think fit;

(e) to acquire, establish, own, operate and turn to account in any way [for the members' benefit] 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 CLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the CLTA (as the case may be);

## 4. Application of Surplus Funds

4.1 The Club is a non-profit-making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than in accordance with Clause 21 on winding-up or dissolution of the Club.

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 Management 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 Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall, in its absolute discretion, decide whether to admit that candidate as a Member. A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a Member before those two days have lapsed.

### 5.3 Classes of Members

5.3.1 Membership is available in the following categories: Family (2 adults and all children under 18 years of age and full time students under 26); Adult (18 years of age and over); Youth (under 18 or full time student under 26); Concessionary (OAP, Unemployed); Under 13, Honorary (Approved at AGM); Corporate. Non-Playing. Adult, Honorary and Concessionary members will enjoy the rights of Full Members.

5.3.2 Only Full Members shall be entitled to receive notice of, attend and vote at general meetings.

5.3.2.1. Local Corporate Membership is only open to businesses based in N/P and Harpford or where the Owners or Senior Management were already members, which would allow up to 4 players at any one time access to the courts. The Rate would be the same as family membership. Any abuse of the rules could result in instant annulment of membership without any refund of fees paid and would be at the discretion of the management committee. Local Corporate members do not have voting rights.

5.3.3 Junior Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

5.3.4 Non-Playing Members shall be entitled to participate in all club social events & other non-playing events & to receive copies of the club's correspondence.

5.3.5 All classes of members shall be subject to these Rules and the Regulations of the Club and shall abide by the rules and regulations of the LTA and the relevant CLTA, from time to time in force.

5.3.6 All member classifications shall be eligible for entry into the Wimbledon Draw providing they are members of British Tennis as of each cut-off date and are above the minimum age as defined by the LTA/British Tennis

### 5.4 Subscriptions

5.4.1 The annual subscription for each type of Member shall be determined from time to time by the Management Committee.

5.4.2 The Members shall pay the annual subscription fees & any other fees set by the Management Committee from time to time.

5.4.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.

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

5.4.5 Members will be automatically enrolled as members of British Tennis providing such membership of British Tennis remains free. Any member who does not wish to become a member of British Tennis must make their intentions clear on their application form or directly to the Secretary in writing or by email.

### 6. Resignation

A Member may withdraw from membership of the Club on 1 months' clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution 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 sport or 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 be accompanied by a representative or friend, who may answer complaints made against the member and to cross-examine any witnesses on behalf of the member. The member 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 for the purpose of making his representations.

### 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. The Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

### 9. The Management Committee

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

- (a) the Chairman
- (b) the Secretary;
- (c) the Treasurer;

(d) no more than 5 other Members elected annually at the annual general meeting

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

9.3 Any person nominated as a member of the Management Committee must be a Full Member of not less than 1 years' standing unless unanimously supported by the management committee.

9.4 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.

9.5 The Management Committee members shall be proposed, seconded and elected by ballot at the annual general meeting. Election to the Management Committee shall be for one year. All of the members of the Management Committee appointed under Rule 9.1 shall retire annually but shall be eligible for re-election.

9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 2 further Members 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 Retiring members of the Management Committee may be re-elected.

9.9 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 is, or may be, suffering from mental disorder; or

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

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

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

(g) he passes away.

#### **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 2 meetings each year. The quorum for such meetings shall be 3. The Chairman 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 Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman 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 Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Secretary shall preside. If there is no Secretary 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 chairman of the meeting.

10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman 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 subcommittees 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 appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. The Chairman 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 Chairman 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 in favour of a person dealing with the Club or the Committee in good faith shall be conclusive evidence of the fact so stated.

10.7 The number of Trustees shall not be more than four or less than two.

10.8 The members of the Management 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.

## **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:

- (a) to receive the Chairman's 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 and Treasurer's report as to the financial position of the Club;
- (c) to elect the Officers and other members of the Management 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 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 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 and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 7 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 Member at his last known address written notice of the date of the general meeting together with the resolutions to be proposed at least 21 days before the meeting.

13.2 The quorum for the annual and extraordinary general meetings shall be 7 Members or one tenth of the membership of the Club (whichever is the greater number)

13.3 The Chairman 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 chairman 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. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.

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. Guests**

14.1 Any Full 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 Management 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 Members may bring only 2 guests on any one occasion. No guest may be invited on more than 5 occasions. Guests playing as part of our official team matches are not affected by this restriction.

## **15. Opening of Club premises**

15.1 The Club is open between 7am and 10pm on each day or at such other times or for such other periods as the Management Committee shall decide.

15.2 Official matches and official club sessions, as defined by the management committee from time to time, have priority use of the courts.

## **16. Alteration of the rules**

16.1 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 Management 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 Management Committee.

## **18. Finance**

18.1 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. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be the Chairman, Secretary and Treasurer. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

18.2 Subject to Rule 20, 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.

18.3 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. Details of these transactions will be presented with the treasurer's report at the Annual General Meeting.

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

18.5 Full accounts of the financial affairs of the Club shall be prepared each year. A report on these accounts shall be prepared by an auditor or an independent person with a recognised accountancy qualification. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **19. Borrowing**

19.1 The Management Committee may **not** borrow any money on behalf of the Club for the purposes of the Club **without the sanction of a general meeting.**

19.2 When such borrowing is so sanctioned, the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and 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.

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

19.4 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.

## **20. Property**

20.1 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.

23.2 The Trustees shall be indemnified by the Club and the Management Committee shall 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.

## **21. Dissolution**

21.1 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.

24.2 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.

24.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed 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. This constitution was originally put forward for acceptance at the Annual General Meeting of The Club on 24<sup>th</sup> February 2009 & duly accepted as the constitution of the club. It has since been amended by AGM Resolutions at subsequent AGMs.