

CONSTITUTION

of the club which shall be called

HANNEY TENNIS CLUB

1. THE OBJECTIVES OF THE CLUB ARE:

- a) To promote the playing of tennis, both socially and competitively and to provide a healthy social environment for members of the Club.
- b) To provide and maintain quality playing facilities for the use of members and fee paying guests.

2. MEMBERSHIP

- a) Membership to the Club shall be on completion of the Club Application Form and payment of the appropriate Annual Subscription and key deposit. No application shall be rejected on the grounds of sex, age, race, creed or colour.
- b) The Committee shall have the power to elect as Life or Honorary Members any person who shall, in their opinion, have given notable service to the Club. Such election shall only take effect when confirmed at the next Annual General Meeting.
The Committee shall have the power to limit the number of Life or Honorary Members.

3. SUBSCRIPTIONS

- a) The Annual Subscription rates, guest fees and key deposit rate shall be determined at the Annual General Meeting.
- b) Annual Subscriptions shall be due at the start of the new season which shall be determined by the Committee to take effect on or around the first day of April each year.
- c) The Annual Subscription and key deposit of new members shall be payable immediately on completion of the Club Application Form.

- d) Former members shall not be entitled to the privileges of membership until renewal of their membership has been completed. Those memberships not renewed in the course of the new season shall be regarded as null and void.
- e) The Committee reserves the right to keep possession of any key deposit not reclaimed should membership of the Club not be renewed.
- f) Matches: The Committee shall, at its discretion, require the payment of match fees by all members participating in an event. The amount to be paid shall be determined by the Committee and collected by team captains for the Club Treasurer.

4. OFFICERS OF THE CLUB

- a) Officers of the Club shall be the **Chairman**, the **Honorary Secretary** and the **Honorary Treasurer**, all of whom shall be elected to serve for a year at each Annual General Meeting.
- b) A retiring officer, having served for a period of a year, shall be eligible for re-election.

5. THE COMMITTEE

- a) The Club shall be managed by a Committee which shall consist of the Chairman, the Honorary Secretary and the Honorary Treasurer, together with no more than eight other elected members of the Club.
- b) At each Annual General Meeting of the Club the members of the Committee shall retire and a new Committee be elected. Retiring members of the Committee shall be eligible for re-election.
- c) The Committee shall have the power to co-opt an additional member or members onto the Committee should a casual vacancy arise and this without invalidating the Committee in any way due to proceedings not having taken place at an Annual General Meeting.
- d) The Committee shall effectively manage the Club, setting out and upholding rules to which all members should adhere for the benefit of the Club, its premises and its members. All new rules should be presented at an Annual General Meeting and be voted on before being passed.
- e) The Committee shall have the power to appoint from its number a sub-committee for special purposes and to delegate to such sub-committees the same powers as the full Committee.

- f) The Committee and any sub-committee shall meet when deemed necessary for the management of the Club.
- g) The Honorary Secretary shall record members in attendance at each meeting, maintain minutes of all proceedings of the Committee, and keep other records of the Club as the Committee may from time to time direct.
- h) The funds of the Club shall be kept by the Honorary Treasurer under the supervision of and in such place and manner as shall be determined by the Committee. The Committee shall have the power to expend the Club funds in such manner as they think fit in accordance with the Rules and objectives of the Club. The Honorary Treasurer shall keep such books of account as the Committee directs and shall present to the members of the Club at every Annual General Meeting and at any other time the Committee may direct, a Statement of the Club's accounts and financial position. The Honorary Treasurer shall ensure such Statement of Account has been duly audited by a qualified accountant as being a true and accurate account of the Club funds.
- i) No officer or member of the Club may serve as an auditor of the Club's finances.

6. RESIGNATION OF MEMBERS

- a) Any member wishing to resign should give notice verbally or in writing to a Committee member and shall be liable for the remainder of the subscription for the year in which he/she resigns. A key deposit will only be returned upon such notice being given.

7. EXPULSION OF MEMBERS

- a) Failure to pay an Annual Subscription within the course of a year will automatically lead to a membership being null and void.
- b) The Committee shall have the power to expel any member who shall persistently offend against the Rules of the Club or whose conduct shall, in the opinion of the Committee, render him/her unfit for membership of the Club.

Before any such member is expelled the Honorary Secretary shall give seven days written notice to attend a meeting of the Committee and shall inform the member of complaints made. No member shall be expelled without first having had the opportunity to appear before the Committee and answer complaints made against him/her. Any decision to expel a member must have the backing of at least two thirds of the

Committee's number.

- c) No person whose membership has been terminated under Clause 7b) shall be introduced by any other member as a visitor on the Club's courts or premises without prior permission of the Committee. Such person whose membership has been terminated Under Clause 7b) shall forfeit all rights to and claims upon the Club, its property and its funds.

8. ALTERATION AND INTERPRETATION OF RULES

- a) No additions or alterations to the existing Club Rules shall be made without the agreement of two thirds of the members present at a General Meeting. Members should receive written notice of such proposed changes prior to the General Meeting taking place.
- b) The Committee shall be the sole authority for the interpretation of the Rules and Regulations of the Club. The decision of the Committee on any matter of interpretation of existing Rules or on any question arising not covered by the Rules of the Club, shall be final and binding on members.

9. ANNUAL GENERAL MEETING

- a) A General Meeting of the Club shall be held once in every year (and no later than 15 months after the last General Meeting), the date, time and place of such meeting to be determined by the Committee. Written notice of the meeting, together with an Agenda should be received by all members of the Club not less than fourteen days before the General Meeting is to take place.

- b) Content of the Annual General Meeting

To receive, and if approved, adopt an audited Statement of Account for the Club to the end of the preceding year.

To consider, and if approved, accept any proposal for addition or alteration to the Rules of the Club.

To elect the officers of the Club and Committee members.

To fix the Subscription rates for members.

To deal with any special matters which the Committee desire to bring before the members and to receive suggestions from the members for consideration by the Committee.

To decide on any resolution which may be duly submitted to the meeting as hereinafter provided.

All the above resolutions shall be proposed and seconded by attending members.

- c) Any member wishing to move a resolution at the Annual General Meeting other than those resolutions detailed in Clause 9b), shall give notice in writing to the Honorary Secretary not less than seven days before the date of such meeting.

10. SPECIAL GENERAL MEETINGS

- a) A Special General Meeting may be convened at any time by the Committee and must be convened within 21 days of receipt of a resolution in writing signed by not less than ten members of the club specifying the reason for the meeting, which may be one of the following:

To consider, and if approved, accept any proposal for addition or alteration to the Rules.

To deal with any special matter which the Committee may desire to place before the members.

To receive the resignation of the Committee or to remove any member or members thereof from office and to fill any vacancy or vacancies caused.

To deal with any special matter which the members requiring the meeting may desire to place before the Club.

- b) Notice convening a Special General Meeting shall be sent to the members not less than seven days before the meeting and shall specify the matters to be dealt with.

PROCEDURE

- a) At all General Meetings of the Club the Chairman shall take the chair, or in his/her absence the Honorary Secretary.
- b) At all Committee Meetings of the Club the Chairman shall take

the chair, or in his/her absence the Honorary Secretary.

- c) Every member present entitled to vote shall have one vote per motion. In the case of equal votes for or against a motion the Chairman shall have the casting vote. No member under the age of 16 shall be eligible to vote or be eligible for election as an officer of the Club or as a member of the Committee.
- d) A quorum at General Meetings of the Club shall consist of 12 members

A quorum at a Committee meeting shall consist of 4 members

A quorum at a Sub-committee meeting shall consist of 2 members.
- e) A member shall be eligible for election or re-election as an officer of the Club or as a member of the Committee only if he/she is present at the meeting at which the election or re-election is proposed. If not present, he or she will have signified in writing to Honorary Secretary his/her willingness to stand for such election or re-election.

12. CLUB PREMISES OR PROPERTY

- a) Every member shall be allowed to introduce visitors to the Club's tennis courts and premises subject to such Rules as shall be made from time to time by the Committee and every visitor shall be the guest of and be accompanied by the member inviting him/her.
- b) No member shall, except for professional services rendered at the request of the Committee, on any pretence or in any manner receive any profit, salary or employment from the funds or transactions of the Club.
- c) No money or property of the Club or any gain arising from the carrying on of the Club shall be applied otherwise than for the benefit of the club as a whole or for some recreational, charitable or benevolent purpose or purposes agreed by members at a General Meeting.

13. DISPOSAL OF ASSETS

- a) In the event of the Club ceasing to operate a Special General Meeting of all existing members shall be convened to agree to the disposal of the assets of the Club.

14. INCORPORATION OF THE LTA

The club will conform to the LTA Rules and Disciplinary Code as described in Appendix A.

Signed: (1) date:

Position

(2) date:

Position

At the Annual General Meeting of Hanney Tennis Club

APPENDIX A

1. Defined terms

1.1 In this appendix, unless the context requires otherwise:

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

“LTA” means LTA CLG 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;

“member” means a member of the club;

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

2. Conditions of [membership]

2.1 Each member agrees as a condition of membership:

- (A) to be bound by and subject to these rules (as in force from time to time) ¹;
- (B) to be bound by and subject to the Rules and the Disciplinary Code ².

2.2 Rule 2.1 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 2.1, 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.

2.3 The Club’s Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

3. The Committee

The club agrees that each member of the Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act

¹ This means that each member of the club agrees to be bound by the rules of the club.

² This means that each member of the club agrees to be bound by the LTA's Rules and Disciplinary Code.

1999 applies and that the LTA and the club can enforce any breach at its option and in its sole discretion ³.

4. Coaches and players

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 the Disciplinary Code, such agreement to contain an express acknowledgement 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 **4**.

³ This means that the members of the club's Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

⁴ This means that each club is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.