



THE AVENUE

LAWN TENNIS, SQUASH & FITNESS CLUB

RULES

2017

## **1. NAME**

1.1 The Club, established in 1902 is called the Avenue Lawn Tennis, Squash and Fitness Club ("the Club").

## **2. DEFINITIONS**

2.1 "the Chairperson" means the person elected from time to time to be the chairperson of the Club in accordance with Rule 11

"the CLTA" means the Hampshire and Isle of Wight County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the club in accordance with Rule 11

"the Honorary Assistant Secretary" means the person elected from time to time to be the honorary assistant secretary of the club in accordance with Rule 11

"the Honorary Treasurer" means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 11

"the Honorary Assistant Treasurer" means the person elected from time to time to be the honorary assistant treasurer of the club in accordance with Rule 11

"the LTA" means the Lawn Tennis Association 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 Officers" means the Chairperson, Honorary Secretary, Honorary Assistant Secretary, Honorary Treasurer and Honorary Assistant Treasurer

"the Management Committee" means the committee appointed under Rule 11 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 invited by the Management Committee to hold that office for one year, starting at the Club AGM as detailed in Rule 11.3

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 12.6

"ESR" means England Squash & Racketball

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

The objects of the Club are:

- 3.1 principally to provide facilities for and generally to promote, encourage and facilitate the playing of Lawn Tennis, Squash, Gym/ Fitness activities and for such other activities as will be compatible therewith and which the Management Committee deem fit, in the area of Havant and amongst the surrounding community;
- 3.2 to provide and maintain Club premises at Southleigh Road, Warblington, and club owned tennis, squash, gym, fitness and other equipment for the use of its members;
- 3.3 to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including provision of suitability qualified coaches, coaching courses, and post-match refreshments;
- 3.4 to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- 3.5 to take and retain a membership of the CLTA (and by doing so become and remain registered as an affiliate 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;
- 3.6 to take and retain a membership of ESR (and by doing so become and remain registered as an affiliate of ESR) and to comply with and uphold the Rules and Regulations of ESR as amended from time to time;
- 3.7 to acquire, establish, own, operate and turn to account in any way for the members' benefit the sports facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- 3.8 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;
- 3.9 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);

3.10 to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the sports provided by the club, to promote increases in participation at all levels of these sports or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

#### 4. **APPLICATION OF SURPLUS FUNDS**

4.1 The Club is a non-profit making organisation. Subject to Rule 33.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

#### 5 **MEMBERSHIP**

##### 5.1 Eligibility for Membership

5.1.1 Persons of either sex are eligible for full membership of the Club. 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 in any one section may from time to time be limited at the discretion of the Section's committee, as approved by the Management Committee, if it considers that available facilities make such a limitation necessary.

##### 5.2 Admission of Members

5.2.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every application for membership shall be considered by the relevant Section Committee, which shall admit the applicant(s) to membership of the Club unless to do so would be contrary to the best interests of the section or the good conduct and interests of the Club. 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 Conditions of membership

5.3.1 Each member agrees as a condition of membership agree to be bound by and subject to these rules and the bye-laws of the club

5.3.2 Additionally each member of the tennis section agrees to be bound by the rules and regulations of the LTA and/ or the relevant CLTA (as in force from time to time); and where appropriate, to be bound by and subject to the LTA Disciplinary Code.

5.3.3 Rule 5.3.2 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.

- 5.3.4 Each member agrees as a condition of membership to use the facilities of the club with consideration to all other club members and with consideration to the health and safety of all club members.
- 5.3.5 The Management Committee may subject to Clause 9 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: Combined (All sports), Full Tennis, Hardcourt Tennis, Full Squash, Off Peak Squash, Gym, U18 Gym, Fitness Class, Social, U25 (all Sports), U18 (all Sports except full gym) & U10 (all Sports except gym). Full definitions of restrictions and/ or playing conditions are given in the relevant section bye laws. A member may join more than one section.
- 5.4.2 The Management Committee may appoint Honorary Life Members in any category in recognition of significant and/ or valuable service and support to the club.
- 5.4.3 All Members shall be entitled to receive notice of and attend at general meetings. All members are entitled to vote at general meetings except for members under the age of 18 and social members who do not have a continuous membership of 10 years, having previously held voting rights.
- 5.4.4 All members shall be entitled to receive notice of and attend their annual section meeting. All members are entitled to vote at their annual section meeting, except for members under the age of 18 and social members who do not have a continuous membership of 10 years, having previously held voting rights.

### 6 FEES & SUBSCRIPTIONS

- 6.1 The annual subscription fee and any entrance/ joining fee for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall ensure that the fees set by it do not preclude open membership of the Club. Such fees will be displayed on the club notice board and on its web site.
- 6.2 Fees will become payable immediately upon approval of a membership application and annually thereafter, the specific dates to be determined by the Management Committee and

communicated to the member upon acceptance of the application and at least 14 days before renewal date

- 6.3 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, or first monthly instalment thereof
- 6.4 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.
- 6.5 All fees are payable by any method deemed acceptable by the Management Committee, either annually or by monthly instalments by direct debit. Payments made by cheque or by monthly instalments will be liable to pay an administration fee to be set at the discretion of the Management Committee
- 6.6 Any member cancelling a direct debit payment without completing the full year's payments will be considered to have resigned their membership and will not be permitted to re-join the club without payment of the amount previously not paid. The Management Committee reserves the right to impose a penalty fee of at least the amount not paid in previous years on members attempting to re-join in this way

## **7 SECURITY/ PAYMENT KEY "FOB"**

- 7.1 All members will be issued with a proximity key "fob" which will allow them access to all appropriate parts of the club.
- 7.2 The fob remains the property of the club and should be kept safe at all times. Any member losing their fob is asked to report the loss to the club office as soon as possible because of the security implications. Replacement fobs will be issued at the club's discretion and at a cost to be determined by the Management Committee
- 7.3 The fob will allow the member to access the club's court booking and payment system. An account will automatically be opened for the member on this system. Payments for goods and/ or services can be made from this account provided funds have been added to it in advance. Funds can be credited to the account via the club office, by utilising a PayPal account in the member's name or by cash input to the "kiosk" in the club foyer
- 7.4 Any funds held in this account can only be used to pay for facilities/ services offered by the club and funds cannot be withdrawn directly from the system.

- 7.5 Withdrawals can be made via the club's office, by special arrangement, but such withdrawals are subject to an administrative fee to be determined by the Management Committee
- 7.6 When a member leaves the club, it will be the responsibility of the member to apply for repayment of any funds left on the "fob" account. No administration fee will be chargeable in these circumstances. Any funds not claimed within six months of the member's resignation or non-renewal date will become the property of the club

## **8 RESIGNATION**

- 8.1 A Member may withdraw from membership of the Club on giving 14 days' clear written notice to the Club Office. 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

## **9. EXPULSION**

- 9.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.
- 9.2 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.
- 9.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The member must not be expelled unless at least five of the Management Committee then present vote in favour of his expulsion.
- 9.4 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.
- 9.5 The Member may appeal against the Management Committee's decision by notifying the Management 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.

## **10. EFFECT OF RESIGNATION OR EXPULSION**

- 10.1 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.

## **11. THE CLUB OFFICERS AND THE MANAGEMENT COMMITTEE**

11.1 The Officers of the club will comprise:

- the Chairperson;
- the Honorary Secretary;
- the Honorary Treasurer;
- the Honorary Assistant Secretary and
- the Honorary Assistant Treasurer

11.2 The Officers will all be elected annually at the AGM

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

- the President (who will be invited by the Officers of the club to hold office for one year, starting at the AGM. The President will not be allowed to vote)
- the Chairperson;
- the Honorary Secretary;
- the Honorary Treasurer;
- four other members representing Tennis, Squash, Gym/ Fitness, House/ Bar/ Social.

11.4 The Honorary Assistant Secretary and the Honorary Assistant Treasurer will be co-opted members of the Management Committee but will not be entitled to vote unless substituting for the Honorary Secretary or Honorary Treasurer as appropriate.

11.5 The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

11.6 The Management Committee has the power to decide on any matters where the rules are silent or where interpretation of the rules is required in the interests of the efficient operation of the Club.

11.7 Each member of the Management Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected.

11.8 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 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 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.



- 11.9 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
- 11.10 The Honorary Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must declare themselves to be fit and proper persons in accordance with Rule 11.5 and be nominated by any two Members, with full voting rights, on the form prescribed by the Management Committee and must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year.
- 11.11 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 be determined by the Chairperson's (or acting Chairperson's) casting vote
- 11.12 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).
- 11.13 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.
- 11.14 A member of the Management Committee shall be deemed to have vacated office if:
- 11.14.1 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 11.14.2 a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for no more than three months; or
  - 11.14.3 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
  - 11.14.4 he resigns his office by notice to the Club; or
  - 11.14.5 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
  - 11.14.6 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

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

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

#### 11.16 COMPLAINTS

11.16.1 Any complaint as to the Management of the club, or any suggestion for improvements to the club and/ or its management should be made in writing and submitted to the club office for consideration by the Management Committee

### 12. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

12.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than four meetings per year. The quorum for such meetings shall be five. The chairperson and the honorary secretary shall have the discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Honorary Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.

12.2 The Chairperson 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 Honorary Secretary shall preside. If the Honorary Secretary 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.

12.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairperson (or the acting chairman of that meeting) shall have a casting or additional vote.

12.4 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.

12.5 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.

- 12.6 The freehold and leasehold property of the Club is vested in not more than four Trustees who will be appointed by the Management Committee and the said freehold and leasehold property is vested in them to be dealt with by them as the Management Committee may from time to time direct (as to which an entry in the AGM minutes will be conclusive evidence).
- 12.7 The Trustees hold office until death or resignation or until removal from office by the Management Committee and any Trustee will upon, or as soon as possible after, resignation or removal (as the case may be) do all such deeds and things as may be required to give effect to such resignation or removal.
- 12.8 Whenever the Management Committee considers it necessary or desirable that a new Trustee or Trustees be appointed, the Management Committee will nominate the person or persons to be appointed as the new Trustee or Trustees. For the purpose of giving effect to such nominations, the Chairperson of the Management Committee at that time is nominated as the person to appoint new Trustees of the Club within the meaning of section 36 of the Trustees Act 1925, and he or she will duly appoint the person or persons so nominated by the Committee.
- 12.9 The Trustees and 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.

### **13. SECTION COMMITTEES**

13.1 The Management Committee will be supported by the following section committees

13.1.1 Tennis Committee

13.1.2 Squash Committee

13.1.3 Gym/ Fitness Committee

13.1.4 Bar/ House/ Social Committee

13.2 The President, the honorary assistant secretary and the honorary assistant treasurer will all be ex-officio members of all section committees. They should be sent copies of all agenda and minutes and invited to attend all meetings

13.3 The honorary secretary and the honorary treasurer will be ex-officio members of the Tennis, Squash and Gym/ Fitness Committees. They should be sent copies of all agenda and minutes and invited to attend all meetings

13.4 The Section Committees may make, amend or delete bye-laws concerned with their playing conditions as they deem necessary. Such changes need not be sanctioned by the Management Committee unless there are financial implications for the club. All section bye-laws should be freely available to all member, displayed on the club notice board and be readily available on the club's web site

13.5 Such bye-laws will be binding as if they were embodied in the club rules

#### **14. THE TENNIS COMMITTEE**

14.1 The Tennis Committee will, subject to the authority of the Management Committee and the Annual Section Meeting, be responsible for the organisation and management of the playing of Lawn Tennis and all related issues and bye laws

14.2 The Tennis Committee will comprise the Chairperson of the Club, the Men's Tennis Captain, the Ladies Tennis Captain, the Honorary Tennis Match Secretary, the Honorary Junior Tennis Secretary, the Honorary Tennis Secretary, the Chairperson of the Grounds Committee, a representative of the tennis mix-ins and one other member.

14.3 The Tennis Committee, other than the Chairperson, will be elected annually at the Tennis Section AGM.

#### **15. THE SQUASH COMMITTEE**

15.1 The Squash Committee will, subject to the authority of the Management Committee and the Annual Section Meeting, be responsible for the organisation and management of the playing of Squash and related issues and bye laws.

15.2 The Squash Committee will comprise the Chairperson, the Men's Squash Captain, the Ladies Squash Captain, the Honorary Squash Match Secretary, the Honorary Junior Squash Secretary, the Honorary Squash Secretary and one other member.

15.3 The Squash Committee, other than the Chairperson, will be elected annually at the Squash Section AGM.

#### **16. THE GYM/ FITNESS COMMITTEE**

- 16.1 The Gym/Fitness Committee will, subject to the authority of the Management Committee and the Annual Section Meeting, be responsible for the organisation and management of all gym and fitness-related matters.
- 16.2 The Gym/ Fitness Committee will comprise the Chairperson, the Gym Manager (non-voting), and four other members, two to represent gym members and two to represent fitness members.
- 16.3 The Gym/Fitness Committee, other than the Chairperson, will be elected annually at the Gym/Fitness Section AGM.

## **17. THE BAR/ HOUSE/ SOCIAL COMMITTEE**

- 17.1 The House, Bar & Social Committee will, subject to the authority of the Management Committee, be responsible for all repairs, renewals, maintenance and operation of the clubhouse and all areas within it and all aspects of running the Club bar and social events and will be responsible to the Honorary Treasurer for the financial aspects of all its activities.
- 17.2 The House, Bar & Social Committee will consist of the Chairperson, the Honorary Secretary, the designated premises supervisor, who will be nominated from within the committee, and six members, two each to represent house, bar and social interests, elected annually at the AGM.

## **18. ANNUAL GENERAL MEETING**

- 18.1 The annual general meeting of the Club shall be held in the month of February or March in every year to transact the following business:
  - 18.1.1 to receive the Chairman's report of the activities of the Club during the previous year;
  - 18.1.2 to receive and consider the accounts of the Club for the previous year and the Honorary Treasurer's report as to the financial position of the Club;
  - 18.1.3 to elect the Officers and other members of the Management Committee;
  - 18.1.4 to invite the Club President to hold office for one year
  - 18.1.5 to decide on any resolution which may be duly submitted in accordance with Rule 18.2 below;
  - 18.1.6 to deal with any other matters which the Management Committee desires to bring before the membership.

18.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Honorary Secretary not less than 28 days before the meeting

18.3 No period greater than fifteen months shall elapse between one annual general meeting and the next

## **19. EXTRAORDINARY GENERAL MEETINGS**

19.1 An extraordinary general meeting may be called at any time by the Management Committee and must be called within 28 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than twelve members with full voting rights. The requisition will state the exact purpose for which the meeting is to be called and the resolution(s) proposed

19.1.1 A Notice of such Extraordinary General Meeting will be sent to each member at least seven days prior to the date of such meeting

19.1.2 The business at an EGM will be confined to the objects specified in the Notice

## **20. PROCEDURES AT THE ANNUAL GENERAL MEETING AND EXTRAORDINARY GENERAL MEETINGS**

20.1 The Honorary Secretary shall send to each Member at his last known email address notice of the date, time and place of the general meeting together with the resolutions to be proposed 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.

20.2 The quorum for the annual and extraordinary general meetings shall be fifteen Members with full voting rights. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

20.3 The Chairperson 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.

20.4 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 chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chairman 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

Management Committee. The chairman 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 Management Committee must give at least 7 days' notice to the persons to whom notice of the Club's meetings is required to be given in accordance with rule 18.1. 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.

- 20.5 Each Combined (All sports), Full Tennis, Hardcourt Tennis, Full Squash, Off Peak Squash, Gym, Fitness Class (18 & over) and U25 (all Sports) member present shall have one vote as will social members who have a continuous membership of 10 years, having previously held voting rights.
- 20.6 Unless covered elsewhere in these rules, resolutions shall be passed by a simple majority of those Members present and entitled to vote. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 20.7 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 chairman of the meeting.
- 20.8 The Honorary Secretary, or in his absence a member of the Management Committee, or any other nominated individual shall take minutes at annual and extraordinary general meetings.
- 20.9 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

## **21. PROCEDURES AT ANNUAL SECTION MEETINGS**

- 21.1 A section meeting for Tennis Members will be held annually in October, for Squash Members annually in April and for Gym/ Fitness members in June
- 21.2 The Section Secretary shall send to each Section Member at his last known email address notice of the date, time and place of the annual section meeting together with the resolutions to be proposed 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.
- 21.3 The quorum for the annual and extraordinary general meetings shall be five Members with full voting rights. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.
- 21.4 Each section member present shall have one vote.

- 21.5 Unless covered elsewhere in these rules, resolutions shall be passed by a simple majority of those Members present and entitled to vote. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 21.6 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 chairman of the meeting.
- 21.7 The Section Secretary, or in his absence a member of the Section Committee, or any other nominated individual shall take minutes at annual section meetings.
- 21.8 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.
- 21.9 Nominations for Officers and Members of all Section Committees will be made to the Section Secretary at least seven days before the date of the relevant Annual Section meeting. Each nomination will be duly proposed and seconded by a member of the Club with voting rights, each nominee having signified his or her assent to the nomination.
- 21.10 All nominations will be posted on the Club Notice Board six days before the date of the relevant Annual Section meetings
- 21.11 All nominees for all committees must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the club and must declare that he/ she is a fit and proper person prior to being elected

## **22. PURCHASE AND SUPPLY OF LIQUOR**

- 22.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Management Committee
- 22.2 The Management Committee must not in any way be restricted in freedom of purchase

## **23. COMMISSION**

- 23.1 No one may at any time receive at the expense of the Club [or any Member] any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.



23.2 No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.]

#### **24. PLAYING VISITORS AND GUESTS**

24.1 Visitors may be introduced by members on any day for a fee to be determined by the Management Committee and displayed on the Club noticeboard

24.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 24.5 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.

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

24.4 No under 18 members may introduce guests into the club except to play tennis or squash or on authorised social occasions

24.5 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.

#### **25. PERMITTED HOURS**

25.1 The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate.

#### **26. ALTERATION OF CLUB RULES**

26.1 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 75% of the Members present and entitled to vote at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

26.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Honorary Secretary must give written notice of the alteration or addition to the proper Licensing Authority.

#### **27. USE OF FACILITIES**

27.1 The Club agrees that all 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 acknowledgement 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.

## **28. FINANCE**

28.1 The Club's financial year will run from 1 October to 30 September annually

28.2 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. Wherever possible payments from the account will be made by the person authorised by the Management Committee by electronic bank transfer. All such payments – and cheque payments where required - will be authorised by the Honorary Secretary, an honorary Section Secretary or the Honorary Treasurer, as appropriate. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

28.3 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. The remuneration of a member of the Management 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.

28.4 The Club may pay any reasonable out of pocket expenses that members of the Management Committee properly incur in connection with the discharge of their responsibilities in relation to the Club.

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

28.6 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be reviewed by an independent person. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **29. BORROWING**

- 29.1 The Management Committee may not borrow any funds on behalf of the Club for any purpose without the sanction of a general meeting of members.
- 29.2 If borrowing is approved the Management Committee shall have power to raise the required sum or sums in any way 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, such mortgage being subject to the approval of the Trustees of the club.
- 29.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 29.4 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.

### **30. PROPERTY**

- 30.1 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.
- 30.2 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.

### **31. NOTICES/ COMMUNICATION WITH MEMBERS**

- 31.1 The primary method of communication of any notice, ballot paper, accounts, document, or other information by the Club to the Members will be via email and the club web site. Any such notice will be considered validly delivered by supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 31.2 In exceptional cases only the club will send notice by post to the member's postal address, as recorded in the club's records. Any member requiring postal notification must record this preference upon payment of their annual subscription

- 31.3 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.
- 31.4 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.

## **32 MEMBERSHIP RECORDS**

- 32.1 The Club's Membership records may be stored on computer. In accordance with the Data Protection Act 1984, the only details that will be entered on the computer will be the name and address of the member, the member's subscription details and telephone number. Before such data is entered upon the computer, the member will be asked to consent in writing to the holding of the data on the computer. The Honorary Secretary with the Club's Registers must keep such consent.
- 32.2 No personal data held on the computer will be disclosed to a third party except upon the written request of the member or with that member's written consent. The member will be asked to consent to the disclosure of data to any third party approved by the Management Committee at the time of their application for membership.

## **33. DISSOLUTION**

- 33.1 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 75% of the Members present and voting.
- 33.2 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.
- 33.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game; (ii) another registered community amateur sports club for the Game; or (iii) a registered charitable organisation.