



The Constitution of SHINFIELD TENNIS CLUB 2011/1

This Constitution shall take effect when all the required official members sign below in the approvals section. The original, signed copy of this Constitution shall be the property of the Chairman of the Shinfield Tennis Club. Copies of this Constitution shall be present at all Annual General Meetings, Extraordinary General Meetings and Management Committee Meetings and a copy shall be displayed in the Club house.

1. Shinfield Tennis Club

The Club, established in 1948, is called Shinfield Tennis Club ("the Club") and is constituted as an Unincorporated Private Members (Non-Profit Distributing) Tennis Club.

2. Definitions

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| "the Adult Full Member" | means the member with full voting rights and who is over the age of 18 and below the age of 60; |
| "the Honorary Life Member" | means the member who is over the age of 18 and has been selected by the Management committee for his special service to the Club. They have all the privileges of a Full Member but by definition, such a member is exempt from paying any subscription fees. |
| "the Junior Member" | means the member who is under the age of 18 and who does not have voting rights; |
| "the Senior Full Member" | means the member with full voting rights and who is over the age of 60; |
| "the Student Full Member" | means the member with full voting rights and who is over the age of 18 and below the age of 60 and is also considered to be in full or part time study by virtue of presenting a valid student Union card or equivalent. |
| "the Regulation" | Binding rules as laid down in this constitution or any procedures generated to enact the constitution; |
| "the Standing Order" | standard procedures for operating committee meetings etc.; |
| "Present and Voting" | means the member that is "in person" at a vote and who has not abstained from the voting process. Abstainees do not count towards determining the proportion of votes that are "in favour" or "against" any proposal being voted on; |
| "the Trustees" | Refer to management committee |
| "Honorary" | means the member who is exempt from paying subscription fees as decided by the Management committee from time to time.; |
| "Full Member" | means the member with full voting rights; |
| "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 Berkshire 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" | [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 |
| "the Rules" | means the rules of the LTA as in force from time to time; |
| "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; |
| "Disciplinary Code" | means the disciplinary code of [the LTA] in force from time to time; |

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:

- (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 Millworth Lane;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to offer such other benefits to its members as it shall think fit;
- (e) to register to the CLTA (and by doing so register with the LTA) and to comply with and uphold the Rules and Regulations of the CLTA and the LTA as amended from time to time and the rules and regulations of anybody to which the LTA is affiliated;
- (f) 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;
- (g) 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) 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);
- (i) to make donations or offer support to tennis clubs which are charities or community amateur sports clubs;
- (j) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit-making organisation and is therefore exempt from corporation tax on membership subscriptions and is VAT exempt in addition to eligibility for obtaining grants including Lottery funding. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects.
- 4.2 The Club is constituted by these Rules as a non profit-making Members' Club. In no circumstances during the continuance of the Club, nor at nor after its dissolution, shall any assets or surplus funds be distributed to any Member or other person nor to any organisation, which is not, itself either constituted as non profit-making or a charity.
- 4.3 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 No person shall be denied membership of the Club on the grounds of race, age, disability, sex, sexual orientation, religion/belief, gender reassignment or marital status.
- 5.1.2 The number of Members is unlimited until such time as the numbers of Members may need to be limited but must be greater than 20 in order to retain LTA registration status.

5.2 Classes of Members

- 5.2.1 There shall be the following classes of members for the Club:

Adult Full Member
Senior Full Member
Student Full Member
Junior Member
Honorary Life member



5.3 *Becoming a Member*

- 5.3.1 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.
- 5.3.2 Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. The other 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.
- 5.3.3. All members shall be subject to the Rules and the Regulations of the Club, in force from time to time.
- 5.3.4 All members shall be bound by the LTA's Rules and Disciplinary Code.
- 5.3.5 Rule 5.3.4 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 5.3.4, 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. In other words, this means that the LTA can take action against a member of the club in relation to a breach of LTA rules and the disciplinary code.
- 5.3.6 The Management 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.

5.4 *Subscriptions*

- 5.4.1 The Members shall pay an annual subscription fee as determined and 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 his first annual subscription.
- 5.4.4 Any Member whose subscription is not paid by May 1st and more than one month in arrears shall be deemed to have resigned his membership of the Club.
- 5.4.5 Honorary and Honorary Life members are exempt from paying any annual subscription fee.

6. **Resignation**

A Member may withdraw from membership of the Club on one month 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 although, 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 9 other Members elected annually at the annual general meeting
- 9.2 The Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by **any two Full Members** on the form prescribed by the Management Committee and must be submitted to the Secretary by such date as the Management Committee shall prescribe each year and must be signed by a **third full member**. No Member may nominate more than one candidate for any one vacancy.
- 9.3 Any person nominated as a member of the Management Committee must be a Full Member of not less than 6 months standing.
- 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 three years. One-third, or if their number is not three or a multiple of three, the number nearest to one-third of the members of the Management Committee appointed under paragraph (d) of Rule 9.1 shall retire annually but shall be eligible for re-election. The members so retiring being those who have been longest in office. As between those who have served for an equal length of time, the member to retire shall (unless they otherwise agree) be determined by lot.
- 9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 6 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 resigns his office by notice to the Club; or
 - (d) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CLTA or the LTA; or
 - (e) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 9.10 Parents of junior members should be permitted to stand for, or be co-opted to, roles on the Club Committee, with full voting rights within the Committee. The Committee should never include more than a third of members of this category.
- 9.11 The club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to the LTA 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. In other words, This means that the members of the club's/registered place to play's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code

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 9 meetings each year. The quorum for such meetings shall be 5. 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 fifteen minutes after the time appointed for the meeting, the Secretary or Treasurer shall preside. If there is no Secretary or Treasurer or if he is unwilling to preside, or if he is not present within fifteen 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 sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.
- 10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, employee or agent of the Club who has incurred or may be about to incur any liability at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

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 the Treasurer's report as to the financial position of the Club;
 - (c) to confirm that the Auditor remain in office;
 - (d) to elect the members of the Management Committee;
 - (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (f) 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 and/or by email to the Secretary not less than 28 days before the meeting.
- 11.3 No period greater than eighteen 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 and/or by email signed by not less than one fifth of the full members stating the purposes for which the meeting is required and the resolutions proposed.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Secretary shall send to each Member at his last known address, in writing and/or by email, 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 20 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 Full 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 Full 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 Any Corporate Member not being an individual may by resolution of its board of management authorise such person as it thinks fit to act as its representative at general meetings. A person so authorised is entitled to exercise the same powers on behalf of the Member as that Member could exercise as if it was an individual Member.
- 13.7 There shall be no right for a member to vote by proxy. No person may represent more than one member.
- 13.8 Parents of children (junior members under 18), should be permitted 1 vote per family at General Meetings when an issue up for discussion affects the use of the club and its facilities relevant to children's tennis.

14. 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.

This means that the 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.

15. Guests

- 15.1 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 Management Committee, provided that no one whose application for membership has been declined or who has been previously expelled from the Club may be introduced as a guest.
- 15.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 14 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.
- 15.3 No one may be admitted as a guest on more than three occasions in any calendar year.
- 15.4 After three occasions the guest would have to join the club unless there were exceptional circumstances

16. Opening of Club premises

The Club is open 7 days per week for all members although not all courts may be available for general play owing to other activities such as coaching and club matches. The Management committee will, from time to time, provide an activity timetable to keep members informed of court availability.

17. Alteration of the rules

- 17.1 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.

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 signatories who shall be the nominated by the management committee from time to time and should normally include the 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 20.1, 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 member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 18.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.

Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by an auditor appointed by the Management Committee. 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 borrow a maximum total amount of £40,000 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.
- 19.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at a general meeting).
- 19.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

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 or appropriate meeting minutes shall be conclusive evidence of such a resolution.
- 20.2 Members or Visitors leaving unattended vehicles, rackets, clothing or other property at the Club do so at their own risk and the Club shall not be responsible for any loss, damage or injury resulting from this or any other cause.

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.
- 21.2 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 and shall give general directions as to the disposal of any assets, within the scope of 4.2.

22. Rules, Regulations and Standing Orders

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



Document History

| Version Number | Reason for update/review | Effective Date |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.0 | New Document | Not Known |
| 2.0 | Full revision to align with Clubmark requirements 2011 | 03/02/2011 |
| 3.0 | Addition of two resolution form March 2011 AGM and LTA required statement on LTA rules and disciplinary code. | 20/08/2011 |
| 4.0 | Delete 4.1, add new 4.2, amend 21.2 and delete 21.3 to remove option to hand back money to members on dissolution of club; Amend 19 to increase borrowing to £40,000 and include other forms of comms for AGMs in 11.2, 12, and 13.1 | 07/02/2013 |

Approvals

The undersigned hereby approve the adoption of the above Constitution of the Shinfield Tennis Club

| Committee Position | Print Name | Signature | Date |
|--------------------|-------------|-----------|------------|
| Chairman | R. Walter | | 07/02/2013 |
| Secretary | N. Mascard | | 7-2-13 |
| Treasurer | A. Martin | | 07/02/2013 |
| Men's Captain | J. Norckett | | 7/2/13 |
| | S Hawkins | | 7 Feb 13 |
| Ladies' Captain | M. Wilson | | 7 Feb 13 |