

## **1. Name**

The name of the club is New Silksworth Tennis Club.

## **2. Constitution**

The Club is constituted by these Rules as a Non Profit-making Unincorporated Private 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.

## **3. Objects**

3.1 To provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis

3.2 To provide and maintain Club courts at Silksworth Community Pool, Tennis & Wellness Centre, Silksworth Lane, Silksworth, Sunderland subject to the terms of any lease presently applicable.

3.3 To promote, improve, develop and support the interests of tennis and increase participation at all levels of the game.

3.4 To encourage competitive tennis by providing teams and promoting competitions and tournaments.

3.5 To make any necessary rules and regulations concerning the operation of the club including disciplinary procedures that may be taken against its members (subject to any overriding Rules and Disciplinary Code of the Lawn Tennis Association (LTA)).

3.6 To comply with and uphold the Rules and Regulations of the County Lawn Tennis Association (CLTA) as amended from time to time and the LTA Rules and LTA Disciplinary Code.

3.7 To do all such things as the Management Committee thinks fit to further the interests of the Club.

## **4. Affiliation**

The Club shall take and retain a membership of the CLTA (Durham & Cleveland) and by so doing become and remain registered as an associate of the LTA and shall adopt and conform to the Rules and Disciplinary Code of these organisations in so far as they can apply and as amended from time to time.

## **5. Application of Surplus Funds**

The Club is a non-profit making organisation and all property, income and surpluses shall be used to maintain or improve the Club's facilities and in furtherance of the Club's objects or existence. No surplus shall be distributed other than on the winding up or dissolution of the Club.

## **6. Membership**

6.1 Eligibility for Membership

Club membership shall be open to all.

6.2 Conditions of Membership

### 6.2.1 Each Member agrees as a Condition of Membership

(a) to be bound by and subject to the Constitution and Membership Rules and the rules and regulations of the relevant CLTA (as in force from time to time); and

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

6.2.2 Rule 6.2.1 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, it is not intended that any term of these rules, apart from Rule 6.2 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.

6.2.3 For the purposes of clarity the Club or LTA as appropriate may discipline any member who does not comply with the Club Rules, LTA Rules or LTA Disciplinary Code. (N.B. The LTA can only take action against a club member in relation to a breach of LTA Rules and Disciplinary Code).

## 7. Expulsion

The 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 that person to remain a member and subject to any disciplinary rules of the Club.

## 8. The Management Committee (the Committee)

8.1 The Club shall be managed by the Committee consisting of these Officers and members: the Chairman, the Secretary, the Treasurer and a minimum of two other members.

8.2 Members of the Committee shall be elected at the Annual General Meeting following appropriate nominations from members and an election where necessary. Members shall remain in office, subject to any earlier resignation or other termination, until the next Annual General Meeting.

8.3 The Committee shall be empowered to co-opt members until the next Annual General meeting and to form sub-committees as required providing voting at that meeting is by quorum.

8.4 Meetings of the Committee shall be held as often as required but there shall be at least four meetings each year. The quorum for each meeting shall be not less than 50% and decisions shall be made by a simple majority of those present with the Chairman having a casting or additional vote as necessary. At least one Officer must be present at each meeting.

8.5 The Committee shall appoint three Trustees of the Club\*.

8.6 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.

8.7 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 Club.

## **9. Annual General Meeting**

The Annual General Meeting should take place during March and not less than fourteen days' notice shall be given to all members by letter and/or advertisement on the Club's website, social media, or noticeboard. The agenda for the meeting shall be determined by the Committee.

## **10. Special General Meeting**

A Special General Meeting shall be called:-

10.1 At the discretion of the Committee

10.2 Upon receipt by the Secretary of a request in writing, signed by not less than 15% of the members stating fully the reasons for such meeting.

10.3 The only business to be transacted at the meeting shall be that proposed in the requisition.

In either 10.1 or 10.2 all members shall be given not less than seven days' notice of such a Special General Meeting by letter, email, social media post and/or publication on the Club noticeboard.

## **11. Procedures at Annual and Special General Meetings**

Voting: At all meetings the method of voting shall be at the discretion of the Chairman, except at the Annual General Meeting when the election of Officers and Committee shall be by ballot of the members present.

Voting rights at Annual General or Special General Meetings are restricted to adult members.

Quorum: The quorum for the Annual General Meeting and Special General Meeting shall be a minimum of 10 members and must include at least 50% of the Officers of the Club.

## **12. Amendments to the Constitution**

No amendments or alterations shall be made to the Constitution unless with the consent of a majority of two thirds of the members present (calculated to the next lowest whole number) at an Annual General Meeting or a Special General Meeting convened for that purpose. The intention to make such amendments or alterations must be made in writing to the Committee before any such proposal is submitted at the Annual or Special General meeting.

## **13. Rules**

Members shall be subject to the Membership Rules of the club, which shall be determined by the Committee. A copy of these rules shall be made available to all members on application to the Secretary. A copy of these rules shall be displayed on the Club's website. The Membership Rules may be repealed or amended only by the Committee.

## **14. Trustees**

14.1 The lease of the club is vested in the Club name, under the control of the Committee.

14.2 The Trustees must deal with the lease as the Committee from time to time directs by resolution (of which an entry in the minutes is to be conclusive evidence), and the Trustees'

powers shall expressly include the power to negotiate on behalf of the club, on such terms and for such purposes as the committee may direct.

14.3 The Trustees shall be indemnified, against all and any personal liability and expense arising directly from the discharge of their duties hereunder except to the extent that they act fraudulently or negligently and except to the extent that they fail to act in the best interests of the club.

14.4 The Trustees will hold office until death or resignation or until removal from office by the Committee

14.5 Where by reason of death, resignation or removal it is necessary for a new Trustee or Trustees to be appointed, the Committee must nominate the person or persons to be appointed the new Trustee or Trustees.

14.6 For the purpose of giving effect to such nomination the Chairman is now nominated as the person to appoint new Trustees of the club within the meaning of the Trustee Act 1925 Section 36, and he/she must by deed, appoint the person or persons nominated by the Committee.

## **15. Finance**

15.1 The finances of the Club shall be in the hands of the Committee

15.2 All monies payable to the Club shall be received by the Treasurer or Secretary and shall be deposited in a bank account in the name of the Club

15.3 The Treasurer shall have the accounts prepared and presented to all members at the Annual General Meeting. For the purpose, the financial year shall commence on the 1<sup>st</sup> April and end 31<sup>st</sup> March. Interim financial reports shall also be presented to the Committee at scheduled Committee meetings and/or on a quarterly basis.

15.4 The annual accounts shall be reviewed by an auditor or other suitable independent person

15.5 The Committee may authorise that Club funds not immediately required for day to day purposes be invested

## **16. Annual subscriptions**

The Committee shall determine the annual subscription. Subscriptions shall fall due on 1<sup>st</sup> April and shall be paid by no later than 31<sup>st</sup> May each year. Any member whose subscription has not been paid by 30<sup>th</sup> June could cease to be a member, but may apply for re-election.

## **17. Injury / loss of property**

Members or Visitors leaving unattended 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.

## **18. Insurance**

The Club shall ensure that it has appropriate insurance cover against its legal liabilities e.g. Employers and Public Liability, Premises. Members, Officers and Trustees shall be adequately indemnified by these insurance arrangements. This shall be provided via affiliation to CLTC / LTA.

## **19. Child Protection**

19.1 The Club shall adopt any appropriate LTA and Tennis Clubmark codes of conduct, guidance, guidelines, documentation, procedures and related policies

## **20. Equality and Diversity**

20.1 The Club values its members and their rights to be treated with respect

20.2 The Club treats all its members equally and fairly

20.3 The Club actively pursues a diversity policy

20.4 The Club pursues an equal opportunities policy which states that no member should suffer discrimination in respect of disability, gender, sexual orientation, age, religion or belief, race, colour, nationality, marital status or any other reason.

## **21. Coaches and Players – Use of Facilities**

The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the rules and regulations of the 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.

## **22. Dissolution**

The Club shall be dissolved on the passing of a resolution to that effect at a general meeting after due notice, by at least two thirds of those present and voting. Such a meeting shall appoint a committee to wind up the affairs of the Club and shall give general directions as to the disposal of any assets within the scope of Rule 2.

***Last Amended March 2016.***