

# **CONSTITUTION of KELSALL LAWN TENNIS CLUB**

## **1. Name**

The Club, is called Kelsall Lawn Tennis Club ("the Club").

## **2. Definitions**

**2.1** "the Chairman" means the person appointed from time to time to be the chairman of the Club in accordance with Clause 9;

"the CLTA" means Cheshire County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Honorary Secretary" means the person appointed from time to time to be the honorary secretary of the club in accordance with Clause 9;

"the Honorary Treasurer" means the person appointed from time to time to be the honorary treasurer of the Club in accordance with Clause 9;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ 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 members of the Management Committee appointed under Clause 9.

"the Management Committee" means the committee appointed under Clause 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 Clause 5; and

*Interpretation*

**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:

(a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Kelsall and amongst the community;

(b) to provide and maintain Club premises in Kelsall and club-owned tennis equipment for the use of its members;

(c) to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments and tournaments;

(d) to sell or supply food or drink as a social adjunct to the purposes of the Club;

(e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate 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 anybody to which the LTA is registered or 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) 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;

(h) 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);

(i) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs; and

(j) 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 Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Clause 3.

#### **4. Application of Surplus Funds**

- 4.1 The Club is a non-profit making organisation. Subject to Clause 22.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in this Constitution. No portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.
- 4.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

#### **5. Membership**

##### *5.1 Eligibility for membership*

5.1.1 Membership of the Club is open to anyone regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.

5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of Members is unlimited.

5.1.4 The Club does not require members to play the Game in white tennis attire.

##### *5.2 Admission of Members*

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall from time to time decide. Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club.

### 5.3 *Conditions of membership*

5.3.1 Each member agrees as a condition of membership:

(a) to be bound by and subject to this Constitution 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.

5.3.2 Clause 5.3.1 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 Clause 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.

5.3.3 The Management Committee may subject to Clause 7 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 these rules. However, the Management Committee will ensure that any member alleged to have breached any rules will be afforded the right to be heard before their membership is terminated.

### 5.4 *Classes of Members*

5.4.1 There shall be the following classes of members for the Club:

Full Member

Junior Member (10-17 years old)

Mini Member (up to 10 years old)

Student (18 years and above in full time education living at home)

Student (18 years and above in full time education living away from home)

County Member (living more than 20 miles away)

Family Membership (living at same address)

Day time member (week days 9am to 3 pm only)

5.4.2 Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. A member other than a Full Member shall be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

### *5.5 Subscriptions*

5.5.1 The annual subscription 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.

5.5.2 The Members shall pay annual subscription fees by 1<sup>st</sup> May each year or shall be deemed to have resigned from/failed to take up membership of the club.

### *5.6 Documents and Policies*

The Club is committed to ensuring equality of opportunity and that all Members shall have the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse. The Club has adopted policies on Equality and Inclusion and on Safeguarding which are available on the Club website and on the notice board in the clubhouse.

## **6. Resignation**

A Member may withdraw from membership of the Club at any time. Membership shall not be transferable in any event and shall cease immediately on death.

## **7. Expulsion**

7.1 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.

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 appear before the Management Committee to answer complaints made against him. 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.
- 7.5 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.

## **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 annual subscription.

## **9. The Management Committee**

- 9.1 The Club shall be managed by a Management Committee consisting of:
- (a) the Chairman;
  - (b) the Honorary Secretary;
  - (c) the Honorary Treasurer;
  - (f) the Honorary Membership Secretary;
  - (g) the captains of any teams playing in leagues;
  - (h) up to 2 other Members appointed annually at the annual general meeting.

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

- 9.2 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 appointed.
- 9.3 The Club agrees that each member of the Management Committee will be required, as a condition of 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.

- 9.4 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 authorise further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
- 9.5 The Honorary Secretary shall call for nominations for appointment to the Management Committee at the same time as sending notice of the Annual General Meeting to each full member.
- 9.8 The Management Committee shall be appointed at the annual general meeting in each year, and hold office until the Annual general Meeting the following year.
- 9.9 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting.
- 9.10 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) 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 more than three months;
  - (c) 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
  - (d) he resigns his office by notice to the Club; or
  - (e) 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

(f) 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;

- 9.11 Any person accepting appointment to the Management Committee who has any financial interest in the Game must, before such appointment, state in writing to the Club all such interests- such declaration to be retained by the Honorary Secretary in a register maintained for this purpose. 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.

## **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 1 meeting each year.  
The quorum for such meetings shall be 3. The Chairman and the Honorary 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 Honorary Secretary shall give all the members of the Management Committee not less than 3 days' notice of a meeting.
- 10.2 The Chairman shall be the chairman of the Management Committee. 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 not present within five minutes after the time appointed for the meeting, the Honorary Secretary shall preside. If there is no Honorary Secretary or if he is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.
- 10.4 The Management Committee may from time to time appoint from among its number such 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 subcommittees shall 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. The grant of such indemnities shall be by the Management Committee and shall be recorded in the minutes of the relevant meeting.
- 10.7 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote.

## **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, the auditor's report on the accounts and the Honorary Treasurer's report as to the financial position of the Club;
  - (c) to appoint the auditor or confirm that he remains in office;
  - (d) to appoint the Officers and other members of the Management Committee;
  - (e) to deal with any other matters which the Management Committee desires to bring before the membership or the membership to the Management Committee.
- 11.2 No period greater than fifteen months shall elapse between one annual general meeting and the next.

## **12. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee if required.

### **13. Procedures at the annual and extraordinary general meetings**

- 13.1 The Honorary Secretary shall send to each Member at his last known address written notice of the date, time and place of the general meeting together with a draft agenda and an invitation to nominate members for appointment as Officers or as other members of the Management Committee. 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.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 5 Members.
- 13.3 The Chairman shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present 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 the Members present may choose one of their number to be chairman of the meeting.
- 13.4 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 Association must give at least 7 days' notice to the persons to whom notice of the Association's meetings is required to be given in accordance with Clause 13.1. 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.
- 13.5 The chairman of the meeting may permit other persons who are not Members to attend and to address the meeting.
- 13.6 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.

- 13.7 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.8 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.
- 13.9 Any member may participate in a meeting of the annual or extraordinary general meeting by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote.

#### **14. Alteration of this Constitution**

This Constitution may be altered by resolution at an annual or extraordinary general meeting provided that the resolution is carried by a majority of at least two-thirds of the Members present and voting.

#### **15. Rules**

The Management Committee shall have power to make, repeal and amend such rules as it may from time to time consider necessary for the wellbeing of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such rules and any repeals or amendments to them shall have effect until set aside by the Management Committee.

#### **16. 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 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.

#### **17. Finance**

- 17.1 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 Honorary Secretary and a member of The Management Committee.
- 17.3 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club. Such expenses shall be paid upon production of a receipt or other evidence of the expenditure to the Honorary Treasurer.
- 17.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
- 17.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors.
- 17.6 The audited accounts shall be circulated to all Members with the notice of the Annual General Meeting.

## **18. Borrowing**

- 18.1 The Management Committee may borrow a maximum total amount of £10,000.00 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.
- 18.2 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).
- 18.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 18.4 The persons in whom the property is vested in accordance with Rule 19.1 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.

## **19. Property**

- 19.1 The property of the Club, other than cash at the bank, shall be vested in two or more persons appointed by the Committee to deal with the property in accordance with the Constitution. 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.
- 19.2 These persons shall be indemnified out of the assets of the Club and the Management Committee shall pay all costs, losses and expenses which any such person 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 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 person, 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.

## **20. Limitation of Liability**

The Member's liability under the indemnities at Rule 10.6 and 19.2 is limited to the assets of the Club.

## **21. Notices**

- 21.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to the address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of this availability by another means identified in this clause.
- 21.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.
- 21.3 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.
- 21.4 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 clause.

## **22. Dissolution**

- 22.1 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.
- 22.2 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.
- 22.3 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

Amended February 2022 and Ratified on 10/2/22