

INGATESTONE & FRYERNING TENNIS CLUB

CONSTITUTION AND RULES

1. Name

The Club, is called **Ingatestone & Fryerning Tennis Club** ("the Club").

2. Definitions

2.1 "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 Essex County Lawn Tennis Association;

"the Game" means the game of tennis;

"Honorary member" means any person who is not a senior or junior member but is appointed by the Management Committee with the same rights and privileges as a Member.

"the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the Club in accordance with Rule 9;

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

"Junior member" means a person under the age of 18 years on the date when an annual subscription fee is due or is 18 years old and is still at school;

"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 Chairman, the Honorary Secretary and Honorary Treasurer

"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;

"Senior Member" means a person over the age of 18 admitted from time to time to Membership of the Club in accordance with Rule 5.

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) 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 Ingatestone & Fryerning Tennis Club, r/o 7 High Street, Ingatestone, Essex CM4 9ED;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to provide such other benefits to its members as it shall think fit;
- (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 any body 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 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 Rule 3;
- (j) to retain affiliation to Ingatestone & Fryerning Community Association (Registered charity No.268700) from which the Club rents the land.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit-making organisation. Subject to Rule 22.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of 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.
- 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.

5. Membership

5.1 *Eligibility for membership*

5.1.1 Persons of either sex are eligible for 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 with the permission of a parent or guardian without the right to hold office or vote at general meetings.

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 decide. The Management Committee reserves the right to refuse acceptance of any application for membership at its discretion.

5.3 *Conditions of membership*

5.3.1 Each member (of each class) agrees as a condition of membership:

(A) to be bound by and subject to these 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.

5.3.2 Rule 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 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.

5.3.3 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 this rule.

5.4 *Classes of Members*

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

Senior Member

Honorary member

Junior Member

5.4.2 Only Senior and appointed Honorary Members shall be entitled to receive notice of, and vote at general meetings. A Member other than a senior or appointed Honorary Member shall be entitled to all the other privileges of membership relevant to this 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 entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee.

5.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.

5.5.3 No applicant for membership shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.

5.5.4 Any Member whose subscription or other fee is not paid by such date as the Management Committee shall decide each year for more than two months shall be in breach of his membership. Any member in breach of his membership may have his membership terminated at the discretion of the Management Committee.

6. Resignation

A Member may withdraw from membership of the Club at any time by notifying the Honorary Secretary in writing. 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 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member if it in its sole discretion determines that it would be in the interests of the Game or of the Club to do so.

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 a majority 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 subscription.

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 Honorary Secretary;
- (c) the Honorary Treasurer;
- (d) no more than **six** other Members elected 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 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.
- 9.3 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.
- 9.4 The Management Committee shall decide in its discretion how Members may be nominated to become members of the Management Committee and shall notify the Members accordingly.
- 9.5 Any person nominated as a member of the Management Committee must be a Member (senior or junior) or Honorary Member appointed by the Management Committee.
- 9.6 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).
- 9.7 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to **three** 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.
- 9.8 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) 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; or
 - (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; or
 - (g) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 9.10 Any person accepting election or nomination to the Management Committee who has any

financial interest in the Game 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 membership. 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 four meetings each year. The quorum for such meetings shall be four. 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.
- 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 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 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 The 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.

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 elect the Officers and other members of the Management Committee;
 - (d) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (e) 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 to the Honorary Secretary not less than 14 days before the meeting.
- 11.3 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 and shall be called within 21 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 20% of the senior Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Honorary Secretary shall send to each Member notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 21 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.
- 13.2 The quorum for the annual and extraordinary general meetings shall be **10 Senior or Honorary Members**. 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.
- 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 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.
- 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 Honorary Secretary 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 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 speak at a meeting.
- 13.6 Each Senior Member and Honorary 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 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.
- 13.8 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.9 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

14. Guests

- 14.1 Any senior Member may introduce guests to the Club. A junior member may introduce a guest only with the agreement of a senior member. Any visiting 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.
- 14.2 The Member introducing a playing guest in accordance with Rule 14.1 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 and pay the appropriate fee.
- 14.3 No one may be admitted as a playing guest on more than three occasions in any calendar year.

15. Opening of Club premises

The Club is open on each day or at such times or for such periods as the Management Committee shall decide.

16. Alteration of the Rules

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.

17. Regulations and Standing Orders

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

18. 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.

19. Finance

- 19.1 All monies payable to the Club shall be received by the person authorised by the Management Committee to receive such monies 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 of the three signatories who shall be the Chairman, Honorary Secretary and Honorary Treasurer. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.2 Subject to Rule 22.3, 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.
- 19.3 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.
- 19.4 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.
- 19.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
- 19.6 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be subject to an independent audit and report.

20. Borrowing

- 20.1 The Management Committee may borrow a maximum total amount of **£20,000** 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.
- 20.2 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

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 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.
- 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 rule.

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 after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives.

The above **Constitution and Rules** were adopted by IFTC at its Annual General Meeting of **29 November 2011** and are effective forthwith and wholly replace the IFTC Rules and regulations dated 17 January 2005.

