

THE CONSTITUTION OF FARINGDON LAWN TENNIS CLUB

1. NAME. The club is called Faringdon Lawn Tennis Club
2. OBJECTS. The club is formed to provide tennis courts, a clubhouse and other facilities for its members, and generally to encourage and facilitate the playing of tennis.
 - 2.1. The club shall affiliate to the appropriate County Lawn Tennis Association and thereby affiliate to the national Lawn Tennis Association (LTA).

MEMBERSHIP.

3. ELIGIBILITY. Membership of the club is open to all the community without discrimination on the grounds of ethnicity, nationality, sexual orientation, religious beliefs, sex, age or disability except as a necessary consequence of the requirements of Lawn Tennis. Persons of either sex are eligible for full membership provided they are at least 18 years old. Children below the age of 18 years old shall be eligible as junior members without the right to hold office or to vote at general meetings.
 - 3.1. The committee has the discretion to limit membership if necessary.
 - 3.2. The committee has the power to suspend or terminate membership of the Club and access to its premises for any members, visitor or employees who breach the Club rules or for misconduct or offensive behaviour whether on the Club premises or elsewhere.
4. PAYMENT OF SUBSCRIPTION. All annual subscriptions are due by 31st May in each year, and if, after a written reminder has been given, a subscription has not been paid on or before 14th June following, the defaulter, subject to a contrary decision of the committee, ceases to be a member of the Club.
 - 4.1. A defaulter may, in the absolute discretion of the committee, be readmitted to membership on payment of all arrears.
5. RESIGNATION OF MEMBERSHIP. Any member may resign their membership by giving to the honorary secretary written notice of their intention to do so.
 - 5.1. If notice is given after 31st August in any year, the member shall forfeit their subscription for that year.
6. EXPULSION. If at any time the committee is of the opinion that the interests of the club so require, it may by letter invite any member to resign from the Club within a time specified in the letter.
 - 6.1. If the member does not resign, the question of his expulsion shall be submitted to a special general meeting to be held within three weeks after the date specified in the letter as the date before which he/she is invited to resign.
 - 6.2. The member whose expulsion is sought shall be given notice of the meeting and of the grounds on which it is sought to expel him at least one week before the meeting.

- 6.3. At the meeting the member shall be allowed to offer any explanation or defence that he/she thinks fit, either verbally or in writing.
- 6.4. If two-thirds of the members present and entitled to vote at the meeting vote for his/her expulsion, the member immediately ceases to be a member.
- 6.5. The voting on a question of expulsion shall be by ballot if not less than five members present and entitled to vote so demand.
- 6.6. The committee may exclude the member from the clubhouse and club grounds until the special meeting has been held.
7. EFFECT OF RESIGNATION OR EXPULSION. Any person ceasing to be a member forfeits all rights to, and claims upon, the Club, its property and its funds, and has no right to the return of any part of their subscription.
8. VISITORS. Every member may introduce visitors who shall be subject to the regulations or bylaws made from time to time by the committee.
 - 8.1. Every visitor shall be the guest of, and be accompanied by, the member introducing them and both shall sign the visitors' book immediately on entering the Club premises. They shall also pay the appropriate visitor's fee.

MANAGEMENT.

9. MANAGEMENT OF THE CLUB. The entire management of the Club (except as otherwise provided by these rules shall be deputised to a committee consisting of the officers and a minimum of 5 members
10. ELECTION OF COMMITTEE. All members of the committee shall retire at the annual general meeting, but each is eligible for re-election.
 - 10.1. Any two members who are entitled to vote may propose any other member or members who is or are entitled to hold office at the annual general meeting.
 - 10.2. Voting shall be by ballot and every member is entitled to vote for as many candidates as there are vacancies to be filled.
 - 10.3. The candidates who receive most votes shall be declared elected up to the number of vacancies, and, in the case of two or more candidates receiving an equal number of votes, the chairman shall have a casting vote.
11. CASUAL VACANCIES. In the event of a vacancy on the committee, the committee may appoint any member of the Club to fill the vacancy.
 - 11.1. The proceedings of the committee are not invalidated because there are less than the prescribed number of members.
12. PROCEEDINGS OF THE COMMITTEE. The committee shall appoint a chairman, honorary secretary and honorary treasurer from among its members.
 - 12.1. The honorary secretary shall send notice of each meeting to every committee member.

- 12.2. A minimum of four committee meetings shall be held each year.
- 12.3. A quorum shall consist of at least four committee members.
- 12.4. The honorary secretary shall take minutes of all proceedings of the committee meetings, and these minutes shall be open to the inspection of any member of the Club upon application to the honorary secretary.
13. COURTS, COMPETITIONS ETC. The committee may make whatever arrangements for hiring courts as required on any occasion, and may impose a charge for the admission of, or use of courts by non-members, and reservation of courts if in absolute discretion it thinks proper.
 - 13.1. The committee may also make arrangements for holding matches, tournaments or other like competitions and provide cups and other prizes for such competitions.
14. SUB COMMITTEES. The committee may from time to time as it considers necessary or expedient appoint sub-committees from among its members and delegate or refer to them any of its powers and duties
 - 14.1. The sub-committee shall periodically report their proceedings to the committee and shall conduct their business in accordance with the directions of the committee.
15. ANNUAL GENERAL MEETING. The annual general meeting of the Club shall be held in Sept/Oct. in each year on a date and at a time to be fixed by the committee.
 - 15.1. The annual general meeting shall;
 - a) receive from the committee a report, audited balance sheet and statement of accounts for the preceding financial year (and an estimate of the receipts and expenditure for the current financial year),
 - b) Elect the committee,
 - c) Appoint an external independent auditor for the ensuing year,
 - d) Decide on any resolution duly submitted to the meeting as provided below.
 - e) A copy of the report, audited balance sheet and statement of accounts shall be available to all members at the AGM and displayed in the clubhouse.
16. MEMBERS RESOLUTIONS. Any member who wishes to move a resolution at the annual general meeting shall give written notice of the resolution to the honorary secretary at least 7 days preceding the meeting.
17. SPECIAL GENERAL MEETINGS. The committee may call a special general meeting at any time for any special purpose, and it shall do so immediately upon the requisition in writing of any 10 members of the Club stating the purpose of the meeting.
18. NOTICE OF GENERAL MEETINGS. The honorary secretary shall send notice of the annual general meeting or any special general meeting and of the business to be transacted at the meeting to every member (or shall post it prominently in the clubhouse) at least 14 days before the meeting.

19. CONDUCT AT GENERAL MEETINGS. At all general meetings the chairperson, or in his/her absence a member selected by the meeting, shall take the chair.

19.1. Every member present and entitled to vote shall have one vote upon every motion (and in the case of equality of votes the chairperson shall have the casting vote).

20. QUORUMS. A quorum at an annual general meeting shall be at least 10 voting members.

20.1. A quorum at a special general meeting shall be 20% of the voting membership.

FINANCES

21. FINANCIAL YEAR. The financial year of the Club ends on the last day of August in each year, to which day the accounts of the Club shall be balanced.

22. TRUSTEES. The property of the club shall be vested in at least three trustees appointed by the committee.

22.1. The trustees shall deal with the property as the committee from time to time directs by resolution (of which an entry in the minute book is to be conclusive evidence).

22.2. The trustees may be indemnified against risk and expense out of the club property.

22.3. The trustees shall hold office until death or resignation or until removal from office by the committee.

22.4. Where by reason of death, resignation or removal it is necessary for a new trustee or trustees to be appointed the committee shall nominate the person or persons to be appointed the new trustee or trustees.

22.5. For the purpose of giving effect to such nomination the honorary secretary 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 shall by deed appoint the person or persons nominated by the committee.

22.6. The trustees shall have power to borrow.

23. BORROWING. If at any time the Club in general meeting passes a resolution authorising the committee to borrow money, the committee may then borrow for the purposes of the Club the amount of money, either at one time or from time to time, at the rate of interest in the form and manner and upon the security specified in the resolution.

23.1. The trustees shall at the direction of the committee make all dispositions of the Club property or any part of it and enter into any agreements in relation to it as the committee deem proper for giving security for any loans and interest.

23.2. Every member of the Club, whether voting on the resolution or not, and any one becoming a member of the Club after the passing of the resolution is deemed to have assented to the resolution as if he or she had voted in favour of it.

24. PROFITS OR EMOLUMENTS FOR MEMBERS. No members shall receive any profit or emoluments from the transactions of the Club except for professional services rendered at the request of the committee.

RULES AND REGULATIONS

25. AMENDMENTS OF RULES. These rules may be added to, repealed or amended by resolution at any general meeting.

25.1. All members (including juniors and honorary members) are entitled to speak at general meetings. Votes shall be taken as appropriate at general meetings. A simple majority will suffice. Should equal votes being cast for and against a motion then the Chair shall have a casting vote.

25.2. Any reference in these rules to “these rules” or “the rules of the club” includes a reference to the rules of the club as altered from time to time in accordance with this rule.

26. BYELAWS AND REGULATIONS. The committee may from time to time make, repeal and amend bylaws and regulations it thinks expedient for the internal management and well being of the Club and the use of the courts.

26.1. Byelaws and regulations shall not be inconsistent with these rules.

26.2. All byelaws and regulations are binding on the members until repealed by the committee or set aside by a resolution of a general meeting of the Club.

27. NOTICES AND MEMBERS ADDRESSES. Any notice these rules require to be given or sent to a member is deemed to have been duly given or sent on the next working day after it is posted if sent by prepaid post to the address of the member appearing in the Club records.

27.1. The honorary secretary shall maintain a record of all members’ current addresses.

28. CONDITIONS OF MEMBERSHIP

28.1. Defined Terms:

- “Disciplinary Code” means the disciplinary code of the LTA in force from time to time;
- “LTA” means [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;
- “Member” means a member of Faringdon Lawn Tennis Club;
- “Rules” means the rules of the LTA as in force from time to time;

28.2 Each Member agrees as a condition of membership:
to be bound by and subject to these Rules (as in force from time to time) ¹;
to be bound by and subject to the Rules and the Disciplinary Code ².

28.3 Rule 28.2 confers a benefit on the LTA and, subject to the remaining provisions of

¹ This means that each member of the [club/registered place to play] agrees to be bound by the rules of the [club/registered place to play].

² This means that each member of the [club/registered place to play] agrees to be bound by the LTA's Rules and Disciplinary Code.

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 28.2, 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.

28.4 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.

28.5 Faringdon Lawn Tennis 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 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 Faringdon Lawn Tennis Club can enforce any breach at its option and in its sole discretion ³.

28.6 Faringdon Lawn Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of Faringdon Lawn Tennis 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 Faringdon Lawn Tennis Club can enforce any breach at its option and in its sole discretion ⁴.

29. DISSOLUTION. If at any general meeting a resolution for the dissolution of the Club is passed by a majority of the members present and entitled to vote, and if that resolution is confirmed by a resolution passed by a majority of two-thirds of the members present and entitled to vote at a special general meeting held not less than one month after that meeting at which not less than one-half of the members entitled to vote are present, the committee shall immediately or at such future date as is specified in the resolution proceed to realise the property of the Club. After the discharge of all liabilities any outstanding sum or assets shall be held in trust for five years in case the club reforms. After this period money shall be given to the LTA, another CASC or to a registered charity to be used in the furthering of sport in Faringdon.

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³ 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.

⁴ This means that each club/registered place to play 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.