

# **NORTHLEACH TENNIS CLUB**

## **Rules – revised April 2019**

### **1. Name and Address**

- 1.1 The Club is called Northleach Tennis Club.
- 1.2 The address is King George V Playing Fields, Northleach, Cheltenham, Gloucestershire, GL54 3EP
- 1.3 The website is <http://www.northleachtennisclub.org.uk/>

### **2. Definitions**

- 2.1 "The Club" means The Northleach Tennis Club;
  - "The Chairman" means the person elected from time to time to be the Chairman of the Club in accordance with Rule 9;
  - "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 Membership Secretary" means the person elected from time to time to be the Membership Secretary of the Club in accordance with Rule 9;
  - "The Welfare Officer" means the person elected from time to time to be the Welfare Officer of the Club in accordance with Rule 9;
  - "The LTA" means The Lawn Tennis Association (the governing body of Lawn Tennis within Great Britain, the Channel Islands and Isle of Man) of the Queen's Club, West Kensington, London W14 9EG;
  - "The GLTA" means Gloucestershire Lawn Tennis Association;
  - "The Management Committee" means the committee appointed under Rule 9 to manage the Club;
  - "The Member" means the member of the Club admitted from time to time to membership of the Club in accordance with Rule 5;
  - "Guests" means 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;
  - "Casuals" means any member of the public who is not a Member or Guest;
  - "Club Sessions" means those times, set out in Section 14g & 14h, when the courts are only available for use by Members;
  - "Key Holders" means Fruitcakes and those Members who can be contacted by "Casuals" wanting to hire the courts when Fruitcakes is closed;
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

### **3. Objects**

The objects of the Club are:

- 3.1 To promote, encourage and facilitate the playing of Lawn Tennis in the area of Northleach and amongst the community;
- 3.2 To maintain the Tennis Courts and Club Hut at Northleach and all other Club-owned Tennis equipment for the use of its members;

- 3.3 To affiliate to the GLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the GLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
- 3.4 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 any buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- 3.5 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;
- 3.6 To discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the GLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the GLTA (as the case may be);
- 3.7 To make donations or offer support to lawn Tennis Clubs which are charities or community amateur sports Clubs;
- 3.8 To do all such other things as the Management Committee thinks fit to further the interests of the Club or to be 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. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than upon dissolution as per section 23.3.
- 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 Persons of either sex are eligible for Full Membership of the Club provided they are at least 18 years old. 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, and political 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 Persons of any age in Full Time Education will be classed as Students, 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. 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 Classes of Members**

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

Full Member (adults, 18 years of age and over)  
 Family Member (2 adult Full members and all children under 18 or in full time education)  
 Junior Member (under 18 years of age)  
 Student Member (in full time education)  
 Social Member

- 5.3.2 Only Full Members shall be entitled to receive notice of, 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, and vote at general meetings.

- 5.3.3 All Members shall be subject to these Rules and the Regulations of the Club and shall abide by the Rules and Regulations of the LTA and the relevant GLTA, from time to time in force.

##### **5.4 Subscriptions**

- 5.4.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall use its best endeavours to ensure that the fees set by it do not preclude membership of the Club.

- 5.4.2 The Members shall pay annual subscription fees set by the Management Committee from time to time.
- 5.4.3 The Tennis Season shall run from 1<sup>st</sup> April of each year until the following 31<sup>st</sup> March inclusive.
- 5.4.4 Full annual subscription is due for any person joining between 1st April and 31st August inclusive. Any person joining between 1st September and 31st March shall pay the relevant subscription fee on a monthly pro-rata basis starting from the month in which they join. Persons joining after 31st August will not be deemed to be Full Members for that subscription year. Social membership will not be pro-rated.
- 5.4.5 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
- 5.4.6 Any Member whose entrance fee or subscription is more than one month in arrears shall be deemed to have resigned his membership of the Club.

## **6. Resignation**

A Member may withdraw from membership of the Club on 14 days' 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 & Suspension of Membership**

- 7.1 The Management Committee shall have power to expel a Member or suspend membership 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 or suspended 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 or suspended unless at least two-thirds of the Management Committee then present vote in favour of his expulsion or suspension.
- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion or suspension 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, Expulsion or Suspension**

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 Secretary;
  - (c) The Treasurer;
  - (d) The Membership Secretary
  - (e) The Welfare officer;
  - (f) At least two other Members elected annually at the annual general meeting
- 9.2 The Management Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.

- 9.3 Any person nominated as a member of the Management Committee must be a Full Member and shall stand for one full year or until the next Annual General meeting (whichever is later).
- 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 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).
- 9.6 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.
- 9.7 Retiring members of the Management Committee may be re-elected.
- 9.8 A member of the Management Committee shall be deemed to have vacated office if:
- (a) he resigns his office by notice to the Club; or
  - (b) 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 GLTA or the LTA; or
  - (c) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

## **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 two meetings each year. The quorum for such meetings shall be four. 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 seven 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 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 and/or contractors 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 All property of the Club shall be held by the Management Committee for the time being, in their own names so far as necessary and practicable, for the use and benefit of the Club.
- 10.7 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 Treasurer's report as to the financial position of the Club;
  - (c) To elect the 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 Secretary not less than seven 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 three days of receipt by the Secretary of a requisition in writing signed by the Chairman 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 postal or e-mail address written notice of the date of the general meeting together with the resolutions to be proposed at least seven days before the AGM and three days before the EGM.

13.2 The quorum for the annual and extraordinary general meetings shall be six 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 (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 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 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

## **14. Members privileges' and rules**

- a. Club Members have sole use of Court 1
- b. Players under 14 years of age will not be issued with a court key and must be accompanied by an adult member when using the Tennis Courts. If the adult is not a playing member they must join as a social member.
- c. Unless playing an official Club competition match or during Club Sessions, members are required to play no more than one hour in total if other members have arrived at the courts and are waiting to play.
- d. The allocation of courts for match practice, matches and Club Tournaments will be left to the Management Committee. Notices will be posted at the Courts and on the Club website by a Committee Member if a Court, or Courts, are reserved for any purpose. The relevant Key Holders will be informed. Such allocation of court use will be in addition to normal Club Sessions.
- e. Should a request from any other tennis club or local community group to use the courts be received by a member of the Management Committee, then agreement to grant such use must be made by a minimum of three members of the Management Committee. A minimum notice period of 14 calendar days must be given for such use and a notice to this effect will be posted on the Club Hut and the Club's website. Any fees deemed appropriate for the use of the courts will be decided upon by the Management Committee members granting the use. All other Management Committee members and relevant Key Holders must be informed.
- f. All Players must wear Tennis/Soft soled shoes on the courts.
- g. Tuesday and Thursday evenings are reserved as Club Sessions for Full Members from 1800hrs till dusk; Thursday evenings between 1600hrs and 1800hrs are reserved as Club Sessions for Junior Members use.
- h. Sundays – from 1300hrs to 1800hrs April to September, inclusive, and 1000hrs to 1400hrs October to March, inclusive, are reserved as Club Sessions and are open to all ages.
- i. Subject to the engagement of a qualified coach, one day per week (afternoon to mid evening) will be reserved for junior/adult coaching sessions. Day and times will be posted at the courts and on the Club website.
- j. Members are to lower the nets and ensure the gate and huts are locked securely when leaving the courts.

**15. Guests and Non-Members**

- 15.1 Any Member may introduce a Guest to the Club, and they shall be deemed to be a Guest of the Management Committee; but no one whose application for membership has been declined or who has been expelled or suspended 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 must enter the name and address of the Guest together with the name of the introducer in a book that must be kept on the Club's premises.
- 15.3 For each session where there is one or more playing Guests a fee, as set by the Management Committee from time to time, is due per session per court; such guests will be expected to join the Club if they play more than 4 times per season.
- 15.4 Each "session" shall be 1 hour in length.
- 15.5 Casuals may book sessions at Fruit Cakes in the Market Square. A Key and booking form are held with Fruit Cakes and courts may only be hired outside the hours specified as Club sessions in 14(f) and 14(g), above. The latest available session at Fruit Cakes begins at 1700hrs and the key must be returned by 1800hrs. The Key must be returned immediately after each session. The Committee shall provide contact telephone numbers for Casuals wishing to hire a court when Fruit Cakes is closed.
- 15.6 There is only to be one casual hire at any one time.
- 15.7 Outside of designated Club sessions, priority on Court 2 is given to Casual players who have booked through Fruit Cakes. Outside of designated Club Sessions, Casuals arriving can have immediate access to Court 2 even if it is in use by Members.
- 15.8 Court 2 is the one nearest the Play Park (Court 1 is nearest the cricket pitch).
- 15.9 All Players must wear Tennis/Soft soled shoes on the courts and are requested to wear appropriate sports attire.
- 15.10 Fees for casual hires will be reviewed annually and agreed upon at the AGM.
- 15.11 Northleach Tennis Club provides no public liability insurance cover for accident or injury to players or spectators whilst using the Tennis courts or any equipment on the court.

**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. 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 of the three signatories who shall be the Treasurer and two other named Committee Members. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 18.2 The income and property of the Club shall be applied only in the 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 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.
- 18.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 18.5 Full accounts of the financial affairs of the Club shall be prepared each year. An independent person appointed by the

Committee shall duly audit these accounts.

## **19. Borrowing**

- 19.1 The Management Committee may borrow a maximum total amount of £5,000 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 and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and 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.
- 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 & Liability**

- 20.1 The property of the Club shall be vested in the Management Committee. 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.
- 20.2 The Management Committee shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.
- 20.3 The Club shall not be responsible or liable in respect of personal injury to any Member, Non-Member or Casual or loss or damage to the property of any member, Non-Member or Casual whether or not due to negligence of the members of the Club, its Officers or servants.

## **21. Affiliations**

- 21.1 An amount, as set from time to time by the GLTA will be paid annually on demand to the GLTA in respect of each court. The affiliation to the GLTA will give automatic affiliation to the LTA; such affiliation provides the Club, its Members, coaches and voluntary helpers with third party liability insurance whilst participating in any activity recognised and/or authorised by the LTA anywhere in the world. Details of this insurance are to be posted in the Club Hut. Continued affiliation to the GLTA will be decided upon annually by the management committee, taking into account the best interests of the Club and its members.
- 21.2 Affiliations to other local or national organisations will be decided upon by the management committee, taking into account the best interests of the Club and its members.

## **22. Data Protection**

The club is committed to comply with the General Data Protection Regulation ("GDPR") and UK data protection laws. Refer to the Club's Privacy Policy for details.

## **23. Dissolution**

- 23.1 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
- 23.2 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.
- 23.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall be paid to the trustees of the King George V Playing Fields for investment in sporting activities within the Northleach community.