

# PLYMSTOCK LAWN TENNIS CLUB CONSTITUTION / RULES / REGULATIONS

## 1. Name

The Club is called Plymstock Lawn Tennis Club ("the Club").

## 2. Definitions

2.1 "the Chairman" means the person elected at the AGM to be the chairman of the Club in accordance with Rule 9;

"the CLTA" means Devon County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Honorary Secretary" means the person elected at the AGM to be the honorary secretary of the club in accordance with Rule 9;

"the Honorary Treasurer" means the person elected at the AGM to be the honorary treasurer of the Club in accordance with Rule 9;

"the Honorary Match Secretary" means the person elected at the AGM to be the honorary match secretary 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;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time; <https://www.lta.org.uk/globalassets/about-lta/lta-disciplinary-code.pdf>

"the LTA Rules" means the rules of the LTA as in force from time to time; <https://www.lta.org.uk/globalassets/about-lta/rules-effective-1-january-2015-clean.pdf>

"the Officers" means the occupiers of the posts defined in Rule 9.1 (a) to (e);

"the Management Committee" means the committee elected 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;

"the Landlord" means the organisation from whom the Club's premises are leased (currently Plymouth City Council);

"the AGM" means the Club's Annual General Meeting;

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6, if and when circumstances deem this appropriate.

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. Objectives**

The objectives 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 Plymstock and amongst the community;

(b) to provide and maintain Club premises and club-owned tennis equipment for the use of its members, functions to be performed by the Club or the Landlord according to the lease provisions;

(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;

(d) to provide food or drink as an adjunct to the sporting 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 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, with the approval of the Landlord;

(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) subject to affordability and the interests of the Club, 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 objectives stated in this Rule 3.

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

4.1 The Club is a non-profit making organisation. Subject to Rule 26.3, the income and property of the Club shall be applied solely towards promoting the Club's objectives 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.

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. 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 16 may be elected as Members of the Junior Section without the right to hold office or vote at general meetings, but persons below the age of 16 may also become Senior Section Members with full rights where their tennis is at an appropriate level.

5.1.3 The number of Members is limited to 65 due to available facilities.

## 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 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 Member

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

- . Senior Section (Full) Member – there are discounts for certain criteria (e.g. below a certain age) but they are still full members.
- . Junior Section Member
- . Non-Playing Member – Full Members regarding everything other than the right to play (effectively voting rights at general meetings).

5.4.2 All Members shall be entitled to receive notice of and attend general meetings, but only Full Members will have the right to vote at general meetings or hold office. A Member shall be entitled to all the privileges of membership relevant to his class of membership.

## 5.5 *Subscriptions and Other Fees*

5.5.1 The full adult annual subscription for membership shall be determined by the AGM. Other classes of membership and discounts for categories shall be determined by the AGM, based on a percentage of the full adult annual subscription. Fees set must not preclude open membership of the Club. Further details are contained in Section 5 of the Club Regulations (Appendix A).

5.5.2 The Members shall pay any annual subscription fees set by the AGM by 31<sup>st</sup> May, or within two weeks of joining the Club.

5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid his first annual subscription.

5.5.4 Any Member whose subscription is not paid in time to meet the requirements of Rule 5.5.2 may be deemed to have resigned his membership of the Club.

5.5.5 Other fees shall be determined by the AGM. Further details are contained in Section 6 of the Club Regulations (Appendix A).

5.5.6 The Management Committee shall have the power to decide on any issues not covered by the existing subscription rates, using their discretion to assess each individual situation – the Committee's decision will not create an automatic precedent; each future case to be considered as a new and separate item.

## **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. Any refund of unused subscription, pro-rata, is at the sole discretion of the Management Committee.

## **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. There is no obligation for the Management Committee to convene a special general meeting for this purpose, and may exercise Rule 7.4 upon the Member until the appeal is heard.

## **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 Vice-Chairman;
- (c) the Honorary Secretary;
- (d) the Honorary Treasurer;
- (e) the Honorary Match Secretary;
- (f) the Honorary Welfare Officer;
- (g) other Members elected to make up a maximum total of nine, which should consist of four men and four women, if possible, plus the Chairman;

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

It is permissible for one person to fill more than one of the Club Officer posts, should need prevail.

An Honorary Auditor will also be elected at the AGM, who must not be a member of the Management Committee, and need not be a Member of the Club, provided he is a suitable person for the task.

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 elected.

9.3 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.

9.4 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 authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

9.5 The Officers and Management Committee will be elected annually at the AGM by the Members attending. To be a candidate for election, they must be proposed and seconded by voting Members at the AGM. The Management Committee may co-opt Members to vacant positions between AGMs and shall notify the Members accordingly.

9.6 Any person proposed as a member of the Management Committee must be a Full Member of the Club.

9.7 If there is only one candidate nominated and seconded to fill any particular vacancy, that candidate can be declared elected unopposed for that particular vacancy. If there is more than one candidate for any particular vacancy there shall be an election for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by the Chairman's casting vote.

9.8 NOT APPLICABLE - duplication of Rule 9.5.

9.9 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt further Members who shall serve until the next AGM, where a need is identified for a specific purpose. Co-opted members may be entitled to vote at the meetings of the Management Committee, according to the terms on which they are co-opted.

9.10 NOT APPLICABLE

9.11 NOT APPLICABLE

9.12 A member of the Management Committee may 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.

9.13 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 the 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 6 meetings each year. The quorum for such meetings shall be 5. 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 7 days' notice of a meeting, but the normal procedure is to decide the date and time by mutual consent.

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. In the absence or unavailability of the Chairman, the Vice-Chairman shall preside. If neither the Chairman or Vice-Chairman is available to preside, 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 Permanent sub-committees (e.g. the Selection Committee of 5, chaired by the Honorary Match Secretary, assisted by 2 men and 2 ladies) will be appointed at the first Management Committee meeting after the AGM. The Management Committee may from time to time appoint from among its number and other Club Members 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 any 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, but should consult with other Club Members wherever practical or appropriate.

10.6 The Management Committee may appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting, if and when circumstances deem this appropriate. The Chairman from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated.

10.7 The number of Trustees shall not be more than four or less than two, if and when Trustees are appointed.

10.8 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. This also applies to Club Members incurring such costs with the approval of the Management Committee.

10.9 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 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. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

## **11. Annual general meeting (AGM).**

11.1 The annual general meeting of the Club shall be held between 18<sup>th</sup> February and 18<sup>th</sup> March 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 set the full adult subscription for the forthcoming year, on which all other categories of membership and discounts are based, and any resolution to change or introduce any categories or discounts submitted according to Rule 11.2 below;
- (d) to elect the auditor for the forthcoming year;
- (e) to receive and consider the Honorary Match Secretary's report for the previous year, and to consider matters concerning tournaments and matches for the forthcoming year.
- (f) to elect the Officers and other members of the Management Committee;
- (g) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (h) to discuss for the forthcoming year and hear any reports from the previous year matters concerning the following :-
  - Junior Section
  - Pavilion and courts
  - Social events
- (i) to deal with any other matters which the Management Committee or individual members desire to bring before the meeting, in accordance with Rule 28.2 concerning formal consultation.

*Note: the sub-section letters in Rule 11.1 have been re-arranged from the LTA's template, for the benefit of a more logical sequence of items.*

11.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing (email included) to the Honorary Secretary not less than 14 days before the meeting. This rule does not apply to any proposed alteration to the club's full adult subscription, and to Other Fees (see Appendix A, section 6), which are set at each AGM without the requirement for a proposal in advance. A resolution can be the proposal of a new rule, regulation, or standing order, to repeal an existing one, or to amend an existing one. Amendments to a resolution are permitted at the AGM, but they must be directly related to the resolution and not be a means to bypass the correct procedure for effectively a different resolution.

11.3 No period greater than thirteen months shall elapse between one annual general meeting and the next.

## **12. Extraordinary general meetings (EGM)**

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 14 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 10 Members stating the purposes for which the meeting is required and the resolutions proposed. An EGM may also be instigated by the Chairman, or by a majority of the Management Committee.

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

13.1 The Honorary Secretary shall send to each Member at his last known address, or email address if he has approved as such, written notice of the date, time and place of the general meeting together with the resolutions to be proposed 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 8. Full 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 Vice-Chairman will preside. If neither the Chairman or the Vice-Chairman are available, 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 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 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 All Members may attend and speak at annual or extraordinary general meetings, including those without voting rights. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.

13.6 Each Full Member (including Non-Playing Members) 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 Regarding corporate membership – NOT APPLICABLE.

13.10 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

#### **14. Purchase and supply of liquor (not applicable).**

#### **15. Commission on liquor (not applicable).**

#### **16. Guests**

16.1 Any Member may introduce guests to the Club, and 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 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. Members must exercise discretion in the introduction of visitors.

16.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 16.1 must enter the name and address of the guest together with the name of the introducer in a record which must be kept on the Club's premises.

16.3 No one living within a 10 mile radius of the Club may be admitted as a guest on more than two occasions in any month.

#### **17. Opening of Club premises.**

17.1 Senior Members are entitled to acquire a key to the premises at their own expense, for which the Club's facilities shall be available to the Member without discrimination.

17.2 Courts are available for play at any time, subject to periods allocated to Junior Section, Ladies' mornings, matches and tournaments, and any other arrangements in the Club's schedule.

## **18. Permitted hours for Licenced Clubs (not applicable).**

## **19. Alteration of the rules**

19.1 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 simple majority of the Members present and voting (see Rule 13.6 for an explanation of "present and voting") at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

19.2 Not applicable – for licenced clubs only.

## **20. Regulations and Standing Orders**

20.1 The Club's Regulations (see Appendix A) apply to the conduct of operational matters involving all members. They must not prejudice the Club's status as a Community Amateur Sports Club. Regulations may be introduced, then repealed or amended by the Management Committee, subject to ratification at the next General Meeting of the Club. Subsequent alterations are then subject to the Club's rule changing procedures described in Rule 11.2.

20.2 Standing Orders (see Appendix B). The Management Committee shall have power to make, repeal and amend such standing orders 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 standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee. Standing orders apply to procedures to be followed by Club Officers (there are none currently in place).

## **21. 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.

## **22. Finance**

22.1 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 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.

22.2 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: this may take the form of gratis membership of the club.

22.3 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.

22.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.

22.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the Honorary Auditor. Copies of the accounts must be made available to Members attending the annual general meeting.

## **23. Borrowing**

23.1 The Management Committee may not borrow any money on behalf of the Club for the purposes of the Club without the sanction of a general meeting.

23.2 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).

23.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

23.4 At the discretion of the Management Committee, persons appointed by them shall 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.

## **24. Property**

24.1 The property of the Club, other than cash at the bank, cannot be vested in Trustees, as there are none. Dealings with the property as directed by resolution of the Management Committee shall be conducted by a person appointed by that committee, and entry in the minute book shall be conclusive evidence of such a resolution.

24.2 Persons appointed under Rule 24.1 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.

## **25. Notices**

25.1 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.

25.2 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.

25.3 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.

25.4 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.

## **26. Dissolution**

26.1 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.

26.2 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.



26.3 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 amongst 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

## **27. Consultation with Membership.**

27.1 There are two forms of consultation with the Club Membership – formal and informal.

27.2 Formal consultation is that which takes place only at a General Meeting of the Club. It may be instigated by the Management Committee or by any Club Member, and the subject of discussion does not require any prior notice. A vote may be taken to give a majority mandate to the Management Committee. A summary of the discussion, and the result of any vote, will appear in the meeting's minutes. To ensure that their voice is heard in any consultation, Club Members will need to attend any General Meeting of the Club.

27.3 Informal consultation on a subject can be initiated at any time, normally but not exclusively by the Management Committee. It can be undertaken by word of mouth, phone calls, email and a notice on the notice-board, or a mixture of the aforementioned. However, individual Members do not have a constitutional right to be consulted. A typical example of this would be in choosing a venue for a social event.

## **28. LTA Minimum Standards.**

28.1 The club will fulfil all the LTA's requirements to meet the following Minimum Standards:-

*Standard 1 – Safeguarding Policy and Procedures*

*Standard 2 – Diversity and Inclusion Policy and Procedures*

*Standard 3 – Welfare Officer*

*Standard 4 – Criminal Record Checks*

*Standard 5 – Risk Assessment*

28.2 The required supporting documents will be displayed on the club notice board and on the club website.

28.3 The requirement for the Welfare Officer to be on the Management Committee is covered in Rule 9.1.



**29. The Management Committee shall have the power to decide on any matters not provided for in these rules.**

**5<sup>th</sup> March 2020**

# PLYMSTOCK LAWN TENNIS CLUB

## Appendix A – CLUB REGULATIONS

### 1. Rotation of Club Play.

#### 1.1 Normal operation.

- i. The player who is next to make up a set shall choose it from the six names following, unless he/she is the only one of his/her sex, when he/she shall take the next of his/her sex. This is restricted by Rule xii of this sub-section where those circumstances apply.
- ii. If a player chooses to miss his/her turn, he/she must put his/her name at the bottom of the list. However, this stipulation is waived if the court to be used is one of the public courts (see 1.2 iii below). If a player leaves club premises for whatever reason, they must have returned to be available to play when their turn becomes available, otherwise they will be deemed to have chosen to miss their turn.
- iii. Players coming off court will place their names at the end of the board according to the numbers (1,2,3,4) they draw out from the black bag accompanying the board.
- iv. The first court to become vacant shall be the next one to be used.
- v. On one evening a week (to be decided at the Annual General Meeting) men's and/or ladies' doubles may be played exclusively, but this shall not prevent a mixed set being played if necessary.
- vi. At the conclusion of a Club match, match players shall place their names at the end of the waiting list for ordinary play.
- vii. When necessary, where senior members are playing club play alongside a Junior session, they may ask Juniors in strict rotation to complete a set, provided Junior play is not interrupted.
- viii. Mixed doubles sets should be selected most of the time. However, if the sexes of the members present are of unbalanced numbers, occasional sets of men's or ladies' doubles should be played where it is necessary to ensure that members present all get to play sets at similar intervals.
- ix. Fixed Courts can be booked according to Appendix A Rule 7.
- x. When a member arrives for play at the same time as a set of play has completed, the new arrival will take precedence on the board until such time as ALL players in the completed set have vacated the court (i.e. exited the court via the gate). The point of arrival is deemed to be when the member enters the pavilion door.
- xi. When a foursome comes off court, the same 4 players must not go on again unchanged for the next court, unless there is no other option available because there is nobody else waiting to play. If there is another foursome on court, and they all intend to play again, the 4 players waiting must be available to mix up

with the court coming off when they finish their set. If somebody else turns up to play, normal rotation rules come into effect immediately.

- xii. A player waiting cannot be passed over for another player going straight back on court, without the express agreement of the player who would be passed over. This requirement takes precedence over the choice offered by Rule i in this sub-section.

## 1.2 Additional special provisions for play on the public courts.

- i. When there are public courts available, playing conditions are reasonable, and players are waiting to play, members are encouraged to USE them.
- ii. At ALL times when courts are available for club play (i.e. when they are not being used for events such as matches or tournaments, or the public courts are not both in use by members of the public or Fort Stamford), the rules of the club rota apply, with use of the board. The only exception is where Fixed Courts have been booked according to Appendix A Rule 7.
- iii. It is recognised that some members can, at times, be reluctant to play on the public courts, on account of their exposed location and poorer playing surface. In recognition of this, Regulation 1.2 iii is waived when that set is to be played on the public courts, but it remains in place on the club courts.
- iv. Other than the one concession in 1.2 iii above, in every other way the rules regarding the conduct of club play apply in exactly the same way on the public courts as they do on the club courts. This includes the requirement for players to return to the pavilion at the conclusion of a set, putting their names at the end of the rota as normal.
- v. Club resources (balls & net-bands) should not be left unattended on the public courts with the gate unlocked.
- vi. It is the club's responsibility for balls of satisfactory standard for club play to be available for public courts' play.

## **2. Operation of Club Sets.**

2.1 The tie-break will come into operation if the score reached 5-5. End changing in the tie-break will operate in accordance with tie-break rules. If people are waiting to play, a set will be the first to reach 5 games (as opposed to the conventional 6). The tie-break will come into operation if the score reaches 4-4, and if the score in the tie-break reaches 4-4, the no-ad procedure set out in 2.3 below will be operated for a deciding point. End changing in the tie-break will operate in accordance with tie-break rules.

2.2 Players will change ends after the odd games of each set.

2.3 To prevent club sets taking an excessively long time, the no-ad scoring system will operate in each game, i.e.

- *the receiver or the receiving doubles team decides which service court (right or left) to receive serve when 6 points have been played and the game is tied*
- *the 7th point served in mixed-doubles is served from the server to the receiver of the same gender*

## **3. Dress.**

3.1 Between 1<sup>st</sup> May and 30<sup>th</sup> September recognised tennis wear must always be worn by playing members. Shoes that are not damaging to tennis courts must be worn at all times.

## 4. Playing Times.

4.1 The courts are available for CLUB PLAY at all times, other than when other sections' sessions are in progress, or there are matches or tournaments being played, or there are special events organised. The sessions described as 'well attended club play' in 4.5 below are sessions where members can expect to find others at the club without the need for prior arrangement, so putting on other events at these times is very much to be discouraged. Information about when Club Play is unavailable can be found on the Club's Notice Board.

4.2 Fixed Courts can be booked according to Appendix A Rule 7.

4.3 Junior Section and Ladies Morning. The courts are exclusively available for these groups at the session times allocated to them. However, members may use courts that are unused.

4.4 Team practice sessions may be arranged by the Selection Committee in sessions when regular league fixtures are played, when there are no fixtures, and notified to Club Members.

4.5 See Appendix D for the schedule of playing times. Major changes must not be altered without AGM approval, minor changes can be made by the Management Committee who will provide reasoned justification to the Members.

4.6 The Club encourages the maximum use of courts for the playing of tennis, and use of a court adjacent to one in use can only be restricted in the following circumstances :-

- i. when the court in use is being used for a match against another club. This restriction does not apply to participants in the match.
- ii. when the court in use is being used for a club tournament final on an originally SCHEDULED finals day. The restriction does NOT apply where the final being played has been rescheduled to a subsequent date.

## 5. Subscriptions.

*Note that the monetary amounts for the subscriptions are to be found in Appendix C. The full adult subscription is set at each AGM, and is not subject to Rule 11.2 regarding prior notice for any proposed alteration. The season runs from 1<sup>st</sup> April to 31<sup>st</sup> March.*

5.1 The full adult subscription is per annum, set at the AGM, is the sum upon which all other classes of subscription are based as a percentage of it, rounded to the nearest pound.

5.2 Young Seniors. These are members who are under 21 years on 1st April. Their fee is **50%** of the full adult subscription.

5.3 Junior Section members. Their fee is **35%** of the full adult subscription.

5.4 Junior Section members under 10 years on 1<sup>st</sup> January (of the season starting 1<sup>st</sup> April). Their fee is **20%** of the full adult subscription.

5.5 Non-Playing members. Their fee is **10%** of the full adult subscription. Non-playing members have voting rights at general meetings.

5.6 Winter members (playing only between 1<sup>st</sup> October and 31<sup>st</sup> March). Their fee is **50%** of the subscription they would have paid for a full year.

5.7 Permanent members joining the Club for the **first** time late in the season will pay the following discounted subscriptions – after 1<sup>st</sup> July 75% of a full year's fee, after 1<sup>st</sup> September 60%, after 1<sup>st</sup> October they join as a winter member (see 5.6) anyway.

5.8 Family Membership. Based on the subscription, which is otherwise paid without discount, all members of the same family or living at the same address, and all being playing club members, will receive a 10% discount.

5.9 Temporary membership. Based on what the player would play were they to be a permanent member, the fee is to be 20% of that rate per month during the months of April to September (summer) and 10% per month during the months of October to March (winter).

5.10 Members of Fort Stamford will receive a further 50% discount in the season they join the Club for the **first** time.

## **6. Other fees.**

*Note that the monetary amounts for Other Fees are to be found in Appendix C. They are set at each AGM, and are not subject to Rule 11.2 regarding prior notice for any proposed alteration.*

6.1 Visitors' fees are based on a sum per session (i.e. morning, afternoon, or evening).

6.2 Match fees payable for representing the Club in Plymouth & District league matches are based on a sum per match, regardless of whether it is home or away. Players under 18 years of age on 1<sup>st</sup> January of the year in question are not required to pay these match fees.

6.3 The fee for a Ladies' Morning session attended by somebody who is not a member of the Club, nor an associate member (i.e. a member of Fort Stamford) shall be the same as a visitor's fee.

## **7. Fixed Courts**

### **7.1 Definition.**

A 'fixed court' is defined by player(s) booking a club court for their exclusive use, outside the club rota system that normally applies.

## 7.2 Circumstances permitted

- i. Only one fixed court can be booked at any one time, so that the other court is free for normal club use, or for Fort Stamford use.
- ii. No individual player can partake in more than 2 booked fixed courts in a given week (Sunday – Saturday).
- iii. A fixed court booking will be for a maximum period of 90 minutes (which can be extended to 2 hours in the event of a rearranged winter league match).
- iv. Fixed courts cannot be booked whilst a club event is taking place, or during the 30 minutes prior to the club event. A club event is anything so defined in Appendix A Section 4 (Playing Times).
- v. At all other times the normal club rota will apply (Appendix A Rule 1 - Rotation of Club Play), albeit theoretically in most cases as nobody else will probably be present.

## **Appendix B – CLUB STANDING ORDERS**

**There are no Standing Orders currently in place.**

## Appendix C – SCHEDULE OF SUBSCRIPTIONS AND OTHER FEES

### 1. Subscriptions.

Description	% of Full Sub	2020
Full Adult	100	78
Young Seniors (under 21)	50	39
Non-Playing	10	7
Winter only	50	
Family (see App.A rule 5.8)	80	
New, after 1 July	75	
New, after 1 Sep	60	
Temporary per month – summer	20	
Temporary per month – winter	10	
Fort Stamford further discount (first season only)		50%

### 2. Other fees.

2.1 Visitors fees are **£2.50** per session (i.e. morning, afternoon, or evening).

2.2 Match fees payable for representing the Club in Plymouth & District league matches are **£0.00** per match (fees suspended from 2015), regardless of whether it is home or away. Players under 18 years of age on 1<sup>st</sup> January of the year in question are not required to pay these match fees.

2.3 Ladies' Morning fees for non-members are **£2.50** per session.



## Appendix D – COURT USE, WEEKLY SCHEDULE & PRIORITIES

Other than times where both courts are allocated for Club use, as set out on the schedule below, the position is that the Club has priority use for one court, and Fort Stamford has priority use for the other court. Either party may overflow on to the other court if it is free, but must vacate it if someone from the other party comes to play.

There are other times when the Club will require both courts on an ad-hoc basis, such as cup matches, re-arranged league matches, and Club tournaments. On those occasions the Club will inform Fort Stamford of this in advance by email (to [enquiries@fortstamford.co.uk](mailto:enquiries@fortstamford.co.uk)).

A fixed court may be booked at any time other than times listed under this schedule, and during the 30 minutes prior to the start time of a regular session. The same applies when the club requires the courts on an ad-hoc basis, noted above.

### REGULAR SESSIONS WHEN THE CLUB REQUIRES BOTH COURTS.

Day	Time	Date Range	Use
Monday	0900 – 1300	All year	Ladies' morning
Monday	1600 – 1800	April – September	Junior Coaching (Ian)
Monday	1800 – Dusk	late April – July	League matches (when a fixture)
Wednesday	1330 – 1700	mid October – March	Official Club session
Wednesday	1700 – Dusk	April – mid October	Official Club session
Thursday	1800 – Dusk	late April – July	League matches (when a fixture)
Saturday	1330 – 1700	All year	Official Club session