

# Constitution

## **Kirkbymoorside Tennis Club**

### Constitution, Object and Rules

As adopted at an Extraordinary General Meeting of the Club on 1<sup>st</sup> March 2018.

#### **CONSTITUTION**

Kirkbymoorside Tennis Club (hereinafter referred to as “the Club”) is constituted by the following Object and Rules as a members’ club without (save as provided in Rule 10) any funds or profits being available for distribution to members.

#### **OBJECT**

The object of the Club is to provide facilities for, and to promote participation by the whole community in, the sport of tennis and associated social activities.

#### **RULES**

##### **1. Membership**

Membership of the Club shall be open to all persons, irrespective of ethnicity, nationality, sexual orientation, religion, beliefs, gender, disability, save to the extent necessarily consequent to the requirements of tennis as a sport or as provided in Rule 5.

Membership shall be composed of the following categories:

Full Adult

Full Family

Student / Young Adult

Junior

and the requirements for and limitations of each category of membership shall be as decided by the Committee from time to time.

The subscription year shall run from the 1<sup>st</sup> of June each year to the 31<sup>st</sup> May of the following year. Subscription rates for each category of membership shall be fixed by the Committee for each subscription year before its commencement. At its sole discretion the Committee may set subscription rates that permit temporary membership not exceeding 2 months, may offer subscription rates reduced pro rata temporis for any subscription year to persons joining the Club during that year after June, may approve on a case by case basis reduced rates to persons in restricted financial circumstances, may offer a discount on the annual subscription rates to members who renew their membership before 31<sup>st</sup> May of that year and may offer reduced subscription rates as part of any promotion to encourage new members to join the Club.

Subscriptions for any subscription year shall be due by the 31<sup>st</sup> May of that year or for members joining the Club, upon application to join.

A member may resign at any time by giving to the Secretary notice to that effect, but will not be entitled to any refund of any subscription already paid.

Each member agrees as a condition of membership to be bound by and subject to these Rules (as in force from time to time) and to the Rules and the Disciplinary Code (as in force from time to time) of the Lawn Tennis Association or such successor entity or entities as become(s) the governing body of the game of lawn tennis in England from time to time (hereinafter referred to as "the LTA"). This condition confers a benefit on the LTA and is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **2. Visitors and Coaches**

Members may introduce visitors to play on the Club's courts Provided firstly that an appropriate entry be made in the Visitors' Book, secondly that such fee as the Committee may from time to time decide shall be paid on each occasion and thirdly that no person shall play more than three times per subscription year without applying to join the Club.

All coaches who are not licensed by or registered with the LTA and, so far as is reasonably practical, players and other persons using the facilities of the Club shall as a condition of using the facilities of the Club be required to agree to be bound by and subject to the Rules and the Disciplinary Code ( as in force from time to time) of the LTA, such agreement to contain an express acknowledgement that this condition confers a benefit on the LTA and is intended to be enforceable by the LTA by virtue of the Contracts ( Rights of Third Parties) Act 1999.

### **3. Affiliation**

The Club shall seek affiliation to the LTA through the appropriate County Lawn Tennis Association Provided that the Committee may terminate or vary the affiliation of the Club from time to time.

### **4. Accounting Year**

The accounting year of the Club shall run from the 1<sup>st</sup> February of each year to the 31<sup>st</sup> January thereof.

### **5. Joining the Club**

Membership shall be open to all persons following receipt by the Secretary of a completed application form and the appropriate subscription Provided firstly that the Committee shall have power to limit numbers of members if it considers the Club's resources would be overstretched, secondly that the Committee shall have a discretion whether or not to re-admit to membership a person who has previously had his or her membership terminated under Rule 6 and thirdly that the Committee shall have a discretion whether or not to appoint any person as an Honorary Life member.

### **6. Suspension and Expulsion**

The Committee shall have the power to suspend or terminate the membership of any member who has not paid his or her subscription by the due date therefore has failed to comply with the Rules and the Disciplinary Code (as in force from time to time) of the LTA, and to exclude any visitor who has not paid one or more Visitors' fee.

The Committee shall also have the power to suspend or terminate the membership of any member, and to exclude any visitor, whom it considers has been guilty of any act or omission materially detrimental to the safety, harmony or wellbeing of the Club Provided that before any membership is terminated or suspended the relevant member shall have been given written notice of the Committee's intention to terminate or suspend his or her membership and given the opportunity to make written representations to the Committee within not less than 14 days of any such notice having been given.

No member shall be entitled to any refund of any subscription paid or other entitlement by reason of suspension or termination of membership.

## **7. Death, Injury, Loss and Damage**

Members and visitors use the Club's premises and courts, and participate in any events organised by the Club, at their own risk, and neither the Club nor any member of the Committee nor any other member shall be responsible for any death, injury, illness, loss or damage save in the case of its, his or her own wilful default.

The Committee shall take out and maintain public liability insurance (and if required by law, employers' liability insurance) with reputable insurers, the limits and conditions of cover to be such as the Committee consider to be prudent.

## **8. The Committee**

A committee of the Club (herein called "the Committee") shall be constituted of members who have been such for at least 2 subscription years and shall be composed of a Chairman, a Secretary, a Treasurer and such other members as the Committee or any member may from time to time propose and who are duly elected at the Annual General Meeting. Persons elected to the Committee shall hold office from the conclusion of the Annual General Meeting at which they are elected until the conclusion of the following Annual General Meeting, and shall be eligible for re-election.

Save for matters reserved in these Rules to the Club in general meeting and subject to any resolution of the Club in general meeting, the affairs of the Club shall be carried out at the direction of the Committee.

The Committee shall meet at least 3 times each subscription year and additionally as any member of the Committee shall require. The quorum for a Committee meeting shall be 3 and decisions shall be taken by simple majority vote of Committee members present at the meeting. Between two Annual General Meetings the Committee shall have power to co-opt other members to the Committee, to hold office only until the following Annual General Meeting.

Each member of the Committee agrees as a condition of membership thereof to be bound by and subject to these Rules (as in force from time to time) and to the Rules and the Disciplinary Code (as in force from time to time) of the LTA. This condition confers a benefit on the LTA and is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999.

Provided only that he or she shall have acted in good faith, each member of the Committee shall be entitled to be indemnified out of Club funds for any liabilities to a third party, and for the reasonable costs of defending any claim by a third party alleging liability, arising in any way out of or connected with the management of the Club, such member's role in such management or any event or circumstance occurring or arising on or in the Club's facilities or in any way connected with the Club's activities

## **9. General Meetings**

An Annual General Meeting shall be held within 3 months of the end of each accounting year, notice of the date, time, place and agenda thereof being posted in the clubhouse not less than 14 days before the date of the meeting.

The business of the Annual General Meeting shall comprise the receipt of the minutes of the previous Annual General Meeting and any subsequent Extraordinary General Meetings; the receipt of the Committee's report for the previous accounting year; the receipt of the accounts for the previous accounting year; the election of members of the Committee; (where an independent auditor or other person has been appointed by the Committee to audit or review the Club's accounts for the previous accounting year) the receipt of the auditor's or other person's opinion on such accounts; any other resolution proposed by the Committee; and any other resolution proposed by

a Full Adult member for which notice has been received by the Secretary not later than 7 days before the date of the meeting.

Every member including all Family Members shall be entitled to attend and be heard at any general meeting and if a Full Adult member to vote thereat. The quorum for general meetings shall be 4 and (save as provided in Rules 11 and 12) decisions shall be taken by simple majority vote.

The Committee may at any time call an Extraordinary General Meeting, and shall call an Extraordinary General Meeting within one month of receipt of a written requisition therefor addressed to the Secretary and signed by not less than 6 Full Adult members. Notice of the date, time, place and agenda of the meeting shall be posted in the clubhouse not less than 14 days before the date of the meeting, and the business of the meeting shall be limited to the proposal by the Committee (or as the case may be, the members' requisition) for which it was called.

#### **10. Application of Funds, Accounts and Audit**

The Committee shall be responsible for the application of the Club's funds.

All funds shall (save following dissolution, where they shall be applied pursuant to Rule 12) be applied in pursuance of the Club's Object. No part of the funds may be paid or distributed to members save for the payment for the supply of goods or services on arms' length terms.

Each year the Committee shall draw up accounts for the previous accounting year comprising a statement of income and expenditure and a record of cash balances at the end of such year, all for presentation to the Annual General Meeting. The Committee may at its discretion require such accounts either to be audited by an independent auditor or to be reviewed by a member who is not a member of the Committee.

#### **11. Changes to Constitution, Object and Rules**

No change shall be made to the Constitution, the Object or Rule 12 except at a general meeting where the proposed change is approved by not less than two thirds of all Full Adult members present and voting thereat.

A change to these Rules (other than Rule12) may be proposed by the Committee by posting a notice of the proposed change in the clubhouse, to take effect not less than 60 days from the date such notice is posted Provided that if within 30 days of such posting not less than 6 Full Adult members shall give written notice to the Secretary objecting thereto, the Committee shall call an Extraordinary General Meeting to be held within one month of the date such notice by members shall have been given for the purpose of approving such change, and such change shall not take effect until and if it is approved at such meeting. Notice of the date, time, place and agenda of the meeting shall be posted in the Clubhouse not less than 14 days before the date of the meeting, and the business of the meeting shall be limited to the approval of the proposed change.

## **12. Dissolution**

The Club shall be dissolved on a passing of a resolution to that effect at a general meeting of the Club at which not less than two thirds of all Full Adult members present and voting thereat shall have voted to approve the resolution.

On dissolution, any assets of the Club remaining after the settlement of its liabilities shall be handed over to one or more sports clubs in or near Kirkbymoorside, as the Committee may decide.