

The Club is called Drummond Lawn Tennis Club ('the Club').

## **1 Objects**

The objects 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 and amongst the community;
- b) To provide and maintain Club premises and Club-owned tennis equipment for the use of its members;
- c) To provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including provision of suitably qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- d) To take and retain a membership of the LTA and, by doing so, comply with and uphold the Rules and Regulations of the LTA as amended from time to time, and the LTA Rules and LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- e) 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;
- f) 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 regulations concerning disciplinary procedures that may be taken against the Members;
- g) To do all such other things as the Committee thinks fit to further the interests of the Club.

## **2 Application of surplus funds**

- 2.1 The Club is a non-profit making organisation. The income and property of the Club shall be applied solely towards promoting the Club's objects. No portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 2.2 Nothing in 2.1 shall prevent the Club from entering an agreement with a member for the supply by him/her to the Club of goods or services or for his/her employment by the Club, provided that such arrangements are approved by the Committee and are agreed with the member on an 'arm's length' basis.
- 2.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

### **3 Membership**

#### *3.1 Eligibility for membership*

- 3.1.1 Persons of either sex are eligible for full membership of the Club. No person shall be denied membership on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 3.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.
- 3.2.3 The number of Members is unlimited unless determined by the Committee that the facilities are unable to sustain such a level of membership.

#### *3.2 Admission of Members*

Any person who wishes to become a Member must submit an application in such form as the Committee shall decide. Every candidate for membership shall be considered by the 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.

#### *3.3 Conditions of membership*

##### *3.3.1* Each member agrees as a condition of membership:

- (i) to be bound by and subject to these rules (as in force from time to time)<sup>1</sup>;
- (ii) to be bound by and subject to the Rules and the Disciplinary Code<sup>2</sup>.

##### *3.3.2* Rule [2(1)] confers a benefit on [the LTA] and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by [the LTA] at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of rule [2(1)] without the prior written consent of [the LTA]. The identity of each member shall be notified to [the LTA] by the [club / registered place to play] in accordance with the LTA's directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule [2(1)], should be enforceable by any person who is not a party to this agreement.

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

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

3.3.2 The Committee may terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach or any condition of the membership set out in this rule.

#### 3.4 *Classes of Members*

3.4.1 There shall be the following classes of Members for the Club:

Full adult member

Adult half-season member

Junior (aged 5 - 10)

Junior (aged 11-15)

Social member

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

#### 3.5 *Subscriptions*

3.5.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Committee provided that the Committee shall ensure that the fees set by it do not preclude open membership of the Club.

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

3.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he/she has paid the entrance fee (if any) and first annual subscription.

3.5.4 Any Member whose entrance fee or subscription is not paid by such date as the Committee shall decide each year more than two months in arrears shall be deemed to have resigned his/her membership of the Club.

## 4 **Resignations**

A Member who resigns mid-season will not be entitled to any refund of membership fee. 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.

## **5 Expulsion**

- 5.1 The 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.
- 5.2 A Member shall not be expelled unless he/she is given 14 days' written notice of the Committee at which his/her expulsion shall be considered and written details of the complaint made against him/her.
- 5.3 The Member shall be given an opportunity to appear before the Committee to answer complaints made against him/her. The member must not be expelled unless the majority of the Committee then present vote in favour of expulsion.
- 5.4 The 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 purposes of making his/her representations.
- 5.5 The Member may appeal against the Committee's decision by notifying the Committee who shall put the matter to the Club's members in a general meeting. The decision shall be made by a majority vote of members present and voting at such an event.

## **6 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 has no right to the return of any part of his/her subscription.

## **7 The Committee**

- 7.1 The Club shall be managed by a Committee consisting of:
  - a) the Treasurer
  - b) the Minute Secretary
  - c) the Membership Secretary\*
  - g) Court and Grounds Convenor
  - h) Clubhouse Maintenance Convenor
  - i) Social Tennis Convenor
  - j) Tournament Convenor

\* The Committee may recommend the appointment two Membership Secretaries

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

- 7.2 Each member of the 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/she is a fit and proper person prior to be elected.
- 7.3 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 the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon [the LTA]; (ii) the agreement creates third party rights in [the LTA]'s favour; (iii) both or one of [the LTA] and/or [the club/registered place to play] can enforce any breach at its/their option and in its/their sole discretion<sup>3</sup>; (iv) the agreement may not be varied, amended or revoked without the prior written consent of [the LTA]; and (v) the identity of each member of the Management Committee shall be notified to [the LTA] by the Club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.
- 7.4 The members of the Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means as they think fit. If the members of the Committee specify, any such delegation may authorise further delegation of members' powers. The members of the Committee may revoke any delegation or alter its terms and conditions.
- 7.5 The Committee shall decide in its discretion how Members may be nominated to be members of the Committee and shall notify Members accordingly.
- 7.6 A person nominated as a member of the Committee must be a Full Member of the Club. The nomination must be made by a Full Member of the Club, and be seconded by a Full Member of the Club.
- 7.7 If there is only one candidate nominated and seconded to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next 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.
- 7.8 Membership of Committee can be subject to termination of office by resignation or removal. Otherwise, members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting.
- 7.9 In addition to the members elected or appointed in accordance with Rule 7, the Committee may co-opt further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Committee.
- 7.10 The Committee may appoint any Member to fill any casual vacancy on the Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 7.11 A member of the Committee shall be deemed to have vacated office if:

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<sup>3</sup> This means that the members of the club's/registered place to play's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

- a) he/she resigns his/her office by notice to the Club;
- b) he/she 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 LTA;
- c) he/she is requested to resign by not less than two-thirds of the Committee members acting together.

## **8 Proceedings of the Committee**

- 8.1 Committee meetings shall be held as often as the Committee thinks fit. The quorum for such meetings shall be five (5). The Secretary and one other delegated member of the Committee shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Club. The Secretary will give all members of the Committee not less than seven (7) days' notice of a meeting.
- 8.2 Decisions of the Committee shall be made by a simple majority and in the event of an equality of votes, a delegated member of the Committee shall have a casting vote.
- 8.3 The Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Committee shall have power to enter into contracts for the purpose of the Club on behalf of all the Members.

## **9 Annual general meeting**

- 9.1 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 Committee'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 and the Treasurer's reports as to the financial position of the Club;
  - c) to elect members of the Committee;
  - d) to decide on any resolution which may be duly submitted in accordance with Rule 9.2 below;
  - e) to deal with any other matters which the Committee desires to bring before the membership.
- 9.2 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 (7) days before the meeting.
- 9.3 No period greater than 15 months shall elapse between one annual general meeting and the next.

## **10 Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Committee and shall be called within seven (7) days of receipt by the 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.

## **11 Procedures at the annual and extraordinary general meetings**

- 11.1 The Secretary shall contact each Member with notice of the date, time and place of the general meeting together with the resolutions to be proposed at least seven (7) days before the meeting.
- 11.2 The quorum for the annual and extraordinary general meetings shall be 15 Members.
- 11.3 If a quorum is not constituted, the meeting must be adjourned with an alternative time and date specified. A minimum of 7 day's notice must be given.
- 11.4 Each Full and Honorary Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes, the delegated member of the Committee shall have a casting or additional vote.
- 11.5 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 is tendered, and every vote not disallowed is valid. Any such objection must be referred to the Membership Secretary at the meeting.
- 11.6 The Secretary shall take minutes at annual and extraordinary general meetings.
- 11.7 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

## **12 Guests**

- 12.1 Any Member may introduce guests to the Club. 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 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.
- 12.2 The Member introducing a guest and any person introduced as a guest of the Committee in accordance with Rule 12.1 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.
- 12.3 A guest fee of £5 per visit will be charged. Payment can be made to a member of the Committee at the time of the visit. Alternatively, fees can be paid at the end of each season. The Club will invoice members using the visitor book (Rule 12.2) as evidence of visits.
- 12.3 No-one may be admitted as a guest on more than three (3) occasions in any calendar year.

### **13 Opening of Club premises**

The Club is open between 9.00am – 10.00pm, Monday - Fridays and 10.00am – 10.00pm Saturdays - Sundays. The Club's facilities shall be available to the Member without discrimination.

### **14 Coaches and players**

[The club/registered place to play] agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of [the club/registered place to play] will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon [the LTA]; (ii) the agreement creates third party rights in [the LTA]'s favour; (iii) both or one of [the LTA] and/or [the club/registered place to play] can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of [the LTA]<sup>4</sup>; and (v) the identity of each person to whom such agreement relates shall be notified to [the LTA] by the [club / registered place to play] in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

### **15 Alteration of the rules**

- 15.1 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 majority of at least 2/3rds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alternation or addition.

### **16 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 LTA, 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 can enforce any breach at its option and in its sole discretion.

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<sup>4</sup> This means that each club/registered place to play is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.



## **17 Finance**

- 17.1 All monies payable to the Club shall be received by the person(s) authorised by the Committee to receive such monies and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by authorised signatories agreed by the Committee. The Treasurer will co-ordinate the signatories.
- 17.2 The Committee shall have the power to authorise the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of the Club and to any other person(s) for services rendered to the Club. This remuneration may take any form.
- 17.3 The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.
- 17.4 Full accounts of the financial affairs of the Club shall be prepared each year. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **18 Notices**

- 18.1 The Club can make available any notice, ballot paper, accounts, document or other information by posting it to the intended recipient's usual address 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 if its availability in accordance with this rule.
- 18.2 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 sent by electronic means, it is treated as being received on the day it was sent.

## **19 Dissolution**

- 19.1 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 75% of the Members present and voting.
- 19.2 The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding up of the assets and liabilities of the Club.
- 19.3 Any property remaining on a winding up or dissolution of the Club after the discharge of debts and liabilities of the Club shall not be paid to or distributed among 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.

## **Defined terms**

In the rules, unless the context requires otherwise:

“Disciplinary Code” means the disciplinary code of [the LTA] in force from time to time;

“[LTA]” means [LTA CLG] and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;

“[member]” means a member of the [club/registered place to play];

“Rules” means the rules of [the LTA] as in force from time to time;