

CHALFORD TENNIS CLUB

Highfield Sports Ground
Chalford Hill
Stroud
GL6 8LZ

RULES (UNINCORPORATED CLUB)

1. Name

The Club is called Chalford Tennis Club. It is a sports club within the Chalford Sports & Social Club

2. Definitions

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

"the GLTA" means the Gloucestershire Lawn Tennis Association;

"the Game" means the game of tennis;

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

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

"the LTA" means the Lawn Tennis Association 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;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the Management Committee" means the committee appointed under Rule 9 to manage the Club;

"the Members" means those admitted to membership of Chalford Tennis Club in accordance with Rule 5;

"the CSSC" means the Chalford Sports & Social Club. The S&SC has its own rules which are available for members to view on the noticeboard of the main club.

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. 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 of Chalford Hill and amongst the community;
- (b) to provide and maintain Club premises at Chalford Tennis Club 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 Part 13, Chapter 9 of the Corporation Tax Act 2010 including without limitation provision of suitably qualified coaches, coaching courses and insurance;
- (d) to take and retain a membership of the GLTA (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 GLTA 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;
- (e) to 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 without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (g) 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 GLTA;
- (h) 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 objects 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 objects 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 Junior Members without the right to hold office or vote at general meetings.
- 5.1.3 The number of Members is unlimited.

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 GLTA (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 this agreement.
- 5.3.3 The Management Committee may 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 Members*

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

Full Adult Member

Family Member

Couple Member

Junior Member

Parent Member, accompanying Junior only

Student Member

- 5.4.2 Only current adult playing members (Full Adult Members, adult Family Members and Couple Members) would be entitled to receive notice of, attend and vote at general meetings. A member other than a Full Adult Member would be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

5.5 Subscriptions and Fees

- 5.5.1 The annual subscription for each type of Member shall be determined from time to time by the Management Committee and approved at the Annual General Meeting (AGM).
- 5.5.2 The Members shall pay any annual subscription fees set by the Management Committee.
- 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 subscription.
- 5.5.4 Subscriptions run from 1st April to 31st March, with the option of paying a reduced subscription for those who join later in the year.
- 5.5.5 Additional fees are payable by all Members when playing under floodlights, matches, tournaments etc. These fees will be determined from time to time by the Committee.

- 5.6 All Members of Chalford Tennis Club are automatically granted Membership of the Chalford Sports & Social Club.

- 5.7 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 LTA Rules and 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.

6. Resignation

A Member may withdraw from membership of the Club at any time. 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

- 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.

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 Secretary;
- (d) the Treasurer;
- (e) no more than 8 other Members elected annually at the annual general meeting.

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

- 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 GLTA 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 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. Individuals are proposed and seconded for specific Officer or general committee roles at the AGM and voted in accordingly by those attending.
- 9.6 Those carrying out Officer roles on the Management Committee will be presumed to be happy to continue in that position and will be put forward for nomination at the AGM, unless they wish to resign, in which case they need to give the Secretary 14 days' notice. If another candidate is nominated for any position, a vote will be undertaken.
- 9.7 Any person nominated as a member of the Management Committee must be a current adult playing member.
- 9.8 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.
- 9.9 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).
- 9.10 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.
- 9.11 Retiring members of the Management Committee may be re-elected.
- 9.12 A member of the Management Committee shall 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 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
 - (f) 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 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 three meetings each year. The quorum for such meetings shall be six. 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 five minutes after the time appointed for the meeting, the Vice-Chairman shall preside. If there is no Vice-Chairman or if he is unwilling to preside, or if he is not present within five 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 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 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.
- 10.7 The Management Committee shall ensure that all coaches working with juniors at the Club can provide evidence of Criminal Records Bureau (CRB) checks and official LTA accreditation before they commence coaching at 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 (within six weeks following 30th September) 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 Treasurer's report as to the financial position of the Club;
 - (c) [to elect the Officers and other 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 14 days before the meeting.
- 11.3 Members wishing to stand for election, or Members wishing to nominate another individual for election to a position on the Management Committee, must inform the Secretary of this 14 days prior to the date of the AGM.
- 11.4 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 provided members are given 7 days notice. Any Member not on the committee wishing to call an EGM has to do so by contacting the Secretary, who will then follow procedures outlined in 13.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Secretary shall inform Members of the date, time and place of the general meeting.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 12 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 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 Members of the Management Committee may attend and speak at annual or extraordinary general meetings. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 13.6 Each current adult playing 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.
- 13.7 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 Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.9 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

14. Guests

- 14.1 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.
- 14.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 14.1 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.
- 14.3 No one may be admitted as a guest on more than two occasions in any calendar year.

15. Opening of Club premises

The Club is open until 10pm on each day or at such other times or for such other periods as the Management Committee shall decide. The Club's facilities shall be available to the Member without discrimination, although Juniors under the age of 12 must be accompanied by an adult at all times.

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 provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee

18. Use of Facilities



- 18.1 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 GLTA, 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 GLTA can enforce any breach at its option and in its sole discretion.
- 18.2 Organized Play: In the course of fulfilling Section 3 Clauses (a) and (b) and its duties under Section 9, the Management Committee shall organize, advertise and administer at its discretion tournaments, playing sessions and times dedicated to playing the game of tennis in its various forms, and may apply limits on the basis of game format, gender, age, playing ability and/or physical abilities as appropriate. Such organized events, sessions or tournaments shall have priority over members' general casual play in the use of the courts.
- 18.3 Casual Play: When the courts are not in use for organised sessions or coaching as above (18.2), members may use the courts for tennis at any other time, up until 10pm. Evening play requiring the use of floodlights may be charged for by the committee at an appropriate rate to cover the cost of lighting, the amount to be determined by the management committee from time to time.
- 18.4 Casual Play: Members must enter their name in the appropriate space in the booking sheet before playing. The booking sheet is displayed on the notice board outside Court 1.
- 18.5 Casual Play: Playing time is limited to one hour when other members are waiting to use the courts. Courts can only be booked for up to one hour at a time by Members entering their name on the booking sheet.
- 18.6 Only suitable non-marking footwear may be worn on the tennis courts.
- 18.7 Members shall ensure they wear the identity tag for the correct membership year, supplied to them on receipt of their membership subscription. Members who are unable to produce an appropriate identity tag may be asked to leave the courts by a member of the committee.
- 18.8 Members shall ensure they lock the courts after use and that the combination code is not divulged to non-members of the club. The clubhouse must also be locked when Members leave the club.
- 18.9 All members are welcome to use the pavilion responsibly and should ensure that it is securely locked after use. Keys must be purchased and signed for. On becoming members it is assumed they will agree to conditions of use.

19. Members' Conduct

- 19.1 Members should not litter the courts or leave anything on the court surface that may cause damage to the court or which may harm the safety of other players (eg: chewing gum, glass).
- 19.2 Members should respect other players using adjacent courts and should avoid walking across courts or behind the baseline whilst the ball is in play.
- 19.3 Members should return balls being used by players on adjacent courts as soon as possible.
- 19.4 Members should refrain from using abusive language, making excessive noise or obscene gestures whilst using club facilities.

19.5 Members should respect the equipment provided for their use and should not climb on fencing, lean on nets or cause damage to the property of the club. Members should report any breakages or damage to a member of the committee as soon as possible.

20 . Finance

20.1 All moneys payable to the Club shall be received by the person authorized by the Management 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 two of the three signatories who shall be the Chairman, Secretary and Treasurer. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

20.2 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.

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

20.4 Full accounts of the financial affairs of the Club shall be prepared each year and presented at the AGM.

21. Notices

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 A copy of these Rules shall be on display in the clubhouse and also on the Tennis Club website. These Rules may not be amended or new ones added except by resolution passed at the AGM or EGM. Any point arising not provided for in these Rules shall be left to the discretion of the Management Committee.

22. Dissolution

- 22.1 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.
- 22.2 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.
- 22.3 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 among the members of the Club, but shall be given or transferred to the CSSC.

RULES AS AMENDED AT THE ANNUAL GENERAL MEETING OF CHALFORD TENNIS CLUB

NOVEMBER 2011

