



Constitution of the Saxmundham Tennis Club

October 2021



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RULES

1. Name

The Club, which is called Saxmundham Tennis Club, is a sectional activity of the Saxmundham Sports and Recreational Club, the “Main Club”, founded in 1933.

2. Definitions

2.1 “the Chairman” means the person elected from time to time to be the Chairman of the Club in accordance with Rule 9;

“the CLTA” means County Lawn Tennis Association (Suffolk Lawn Tennis Association);

“the Game” means the game of tennis;

“the Secretary” means the person elected from time to time to be the Secretary of the Club in accordance with Rule 9;

“the Treasurer” means the person elected from time to time to be the Treasurer of the Club in accordance with Rule 9;

“the 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 Priors 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;

“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 the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

“the Trustees” means the Trustees of the Saxmundham Sports and Recreational Club;

“the Club” means Saxmundham Tennis Club;

“the Main Club” means the Saxmundham Sports and Recreational 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) to provide tennis at Saxmundham Sports and Recreational Club, Carlton Park, Saxmundham, Suffolk IP17 1AT, including social and other activities and generally to encourage and facilitate the playing of tennis;
- (b) to be responsible for payment for all services used by the Club such as electricity, water and sewerage and such ground maintenance costs as the Management Committee of the Main Club may decide;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to provide other such benefits to its Members as it shall see fit;
- (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;
- (g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulations, by-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) to do all such other things as the Management Committee sees 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 to take any actions 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 the Dissolution Rule, the income and property of the Club shall be applied solely towards promoting the Club's facilities and, in furtherance of 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 Rule 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.

5. Membership

5.1 Eligibility for membership

5.1.1 Anyone over the age of 18 is eligible to become a full member of the Club. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, gender, occupation, sexual orientation, religion, political or other beliefs.

5.1.2 Persons below the age of 18 are deemed to be Junior Members and do not have the right to hold office or vote at General Meetings.

5.1.3 The Management Committee shall have the power to limit the number of Members if necessary

5.2 Admission of Members

Any person who wishes to become a Member must submit an application using the online process to be found at <https://clubspark.lta.org.uk/SaxmundhamTennisClub/Membership/Join>. Persons who do not have access to the internet should approach a member of the Management Committee who will submit the application on their behalf. Any application for membership may be reviewed by the Management Committee, which shall, in its absolute discretion, decide whether or not to decline or revoke the application in question.

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 this Constitution and the Rules of Saxmundham Tennis Club 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 Rule 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 Members

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

- (a) Adult Membership (persons no longer in full time education and under age 60)
- (b) Junior Membership (anyone aged 4 to 21 years old and in full time education)
- (c) Senior Citizen Membership (persons aged 60 and over at time of joining/renewal)
- (d) Family Membership (2 Adults plus any children under 21 and in full time education living as a family unit)
- (e) Visiting Adult Membership (for those whose main residence is NOT local)
- (f) Visiting Family Membership (for those whose main residence is NOT local)

Note: For the purpose of the above membership classes, a person's age will be determined by their age on 1st April in the current year, i.e. a person reaching Senior Citizen status after 1st April in the current year will pay full membership fee for that year.

5.5 Subscriptions

5.5.1 The annual subscription for each type of Member shall be determined from time to time by the Management Committee.

5.5.2 The Members shall pay the annual subscription fees set by the Management Committee from time to time.

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 by such date as the Management Committee shall decide each year shall be deemed to have resigned his membership of the Club.

6. Resignation

A Member may withdraw from membership of the Club on 14 days' clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

7. Expulsion

7.1 Subject to the remaining provisions of this Rule, the Management Committee shall have power to refuse membership or to expel a Member if it, in its sole discretion, determines that it would be in the interests of the Game or of the Club to do so.

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, together with 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 within 14 days of the date of the decision. Upon receipt of the appeal, the Chairman will appoint three full Members of the Club, none of whom may be members of the Management Committee, to form an Appeals Committee which will hear the appeal within 14 days of the date of the appeal being made. Only written submissions will be permissible for the Appeals Committee to rule upon. The appellant must submit his written appeal to the Secretary within 10 days of the date of his appeal for circulation to the Appeals Committee. The decision of the Appeals Committee is binding and no further appeal will be accepted.

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.

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) The Membership Secretary;
- (f) The Welfare Officer;
- (g) The Publicity Officer;
- (h) The Coach/Junior Co-ordinator;
- (i) The Team Captains;
- (j) And up to a maximum of 5 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 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.

9.3 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 see fit. If the members of the Management Committee so specify, any such delegation may authorise further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

- 9.4** The Management Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.
- 9.5** The Officers of the Management Committee shall be elected by a show of hands at the Annual General Meeting.
- 9.6** Any person nominated as a member of the Management Committee must be a full Member, as defined in 5.1.1 above.
- 9.7** If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next Annual General Meeting. If there is more than one candidate for any particular vacancy there shall be an election at the Annual General Meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 9.8** 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).
- 9.9** In addition to the Members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt further Members, provided this does not exceed the maximum number specified, who shall serve until the next Annual General Meeting. Co-opted Members shall be entitled to vote at the meetings of the Management Committee.
- 9.10** Retiring members of the Management Committee may be re-elected.
- 9.11** 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 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;

9.12 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 membership. 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 sees fit, provided that there shall not be fewer than 10 meetings each year. The quorum for such meetings shall be 4. 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 7 days' notice of a meeting. All such meetings may be held either in person or online.

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 or unable to preside or is not present within twenty 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 One or two members of the Management Committee (as decided by the Main Club) will be elected to serve as the Club's representatives on the Management Committee of the Main Club.

11. Annual General Meeting

11.1 The Annual General Meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:

- (a) to receive the Chairman's report of the activities of the Club during the previous year;
- (b) to receive and consider the accounts of the Club for the previous year, the auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
- (c) to elect the 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;
- (f) to remove or elect an independent reviewer as necessary.

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 No period greater than fifteen months shall elapse between one Annual General Meeting and the next.

12. Extraordinary General Meetings

An Extraordinary General Meeting may be called at any time by the Management Committee and shall also be called within 21 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. If an Extraordinary General Meeting is called after receipt of a Members' requisition, the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the

meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

13. Procedures at the Annual and Extraordinary General Meetings

- 13.1** The Secretary shall notify each Member of the date, time and place of the General Meeting, together with the resolutions to be proposed and, in the case of an Annual General Meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 14 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 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 20 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 Club must give at least 7 days' notice to the persons to whom notice of the Club'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 eligible 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 another 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 Non-members may play as guests or visitors at the Club, provided they have not had an application for membership declined or have been expelled from the Club. Guests include players from other clubs invited to league matches or those invited by a Member. Visitors include persons who are temporary visitors to the area, those who book a court independently through the ClubSpark booking system, or persons who come independently to social tennis sessions.

14.2 Non-members are required to pay the appropriate fee to the Club for use of the courts. This is done through the ClubSpark booking system as described in the Club's website or by paying the fee directly to a Member.

14.3 The Management Committee may set a limit on the number of times a guest may be permitted to visit the Club.

14.4 Visitors booking through the ClubSpark system will have their names recorded in that booking system. Any Member introducing a person as a guest player must add the name of the guest together with the name of the introducer for the relevant time and date into the guest book which is located in the Club House and must pay the appropriate guest fee to a Committee member. If the Member does not have access to the Club House, he may ask another Member who has access to sign the guest in on his behalf.

15. Opening of Club premises

Members are permitted to have a key to the pavilion for a nominal fee.

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 at the General Meeting, the notice of which contains particulars of the proposed alteration or addition.

17. Regulations and Standing Orders

The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

18. Use of Facilities

The Club agrees that all unlicensed and unregistered coaches and, in 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.

19. Finance

- 19.1** All monies payable to the Club may be made by cheque or cash given to a member of the Management Committee, or online by means of bank transfer or credit or debit card payment, and shall be deposited in a bank account in the name of the Club. Payments from the account may be made by bank transfer or debit card by a member of the Management Committee who is a duly authorised signatory on the account or by cheque signed by two duly authorised signatories. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.2** Subject to Rule 23.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 19.3** The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. 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.
- 19.4** 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.
- 19.5** The financial transactions of the Club shall be recorded by the Treasurer in such a manner as the Management Committee sees fit.

19.6 Full accounts of the financial affairs of the Club shall be prepared each year and must be made available to every Member at the Annual General Meeting

20. Borrowing

20.1 The Management Committee may borrow a maximum total amount of £10,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a General Meeting any further money above that sum.

20.2 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 and 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, the grant of such security must be approved by the Club at a General Meeting.

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

21. Property

The property of the Club (land and buildings), other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Management Committee of the Main Club

22. Notices

22.1 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.

22.2 If any notice or other information is delivered by the Club at the intended recipient's usual address, it is treated as being received on the day it was delivered.

22.3 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.

22.4 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.

23. Dissolution

- 23.1** A resolution to dissolve the Club shall be proposed only at an Extraordinary General Meeting and shall be passed only if carried by a majority of at least two thirds of the Members present and voting.
- 23.2** The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 23.3** Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among Members of the Club, but shall be passed on to The Saxmundham Sports and Recreational Club.