



## **Marine Park Lossiemouth Tennis Club Constitution**

### **1. Name**

The Club shall be called Marine Park Lossiemouth Tennis Club (“the Club”).

### **2. Definitions**

2.1. “the Game” means the game of tennis;

“the Chairman” means the person elected from time to time to be the chairman of the Club

“the Secretary” means the person elected from time to time to be the secretary of the Club

“the Treasurer” means the person elected from time to time to be the treasurer of the Club

“the Management Committee” means the committee appointed to manage the Club;

“the Members” means the members of the Club admitted from time to time to membership of the Club

“the LTA” means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

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

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

2.2. Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

### **3. Objectives**

3.1. The objectives of the Club are:

(a) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;

(b) to provide and maintain Club premises at Marine Park, Lossiemouth;

(c) to promote, improve, develop and support the interests of tennis;

(d) to take and retain a membership of Tennis Scotland (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;

(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) 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 to 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. The income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's objectives as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

4.2. Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.

#### **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 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3. The number of Members shall be at the discretion of the management Committee

##### 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, in its absolute discretion, decide whether to admit that candidate as a Member.

##### 5.3. Conditions of membership

5.3.1. Each member (of each class) agrees as a condition of membership:

(a) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time); and

(b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

5.3.2. Rule 5.3.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of these rules, apart from Rule 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.

5.3.3. The Management Committee may 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 Member
- (b) Junior Member: under 18
- (c) Family Membership: 2 Adults & up to 4 children under 18

5.4.2. Only members over the age of 18yo shall be entitled to receive notice of, attend and vote at general meetings.

#### 5.5. Subscriptions

5.5.1. The annual subscription for each type of Member shall be determined from time to time at.

5.5.2. The Members shall pay any subscription fees set by the Management by the 1st April in any year.

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. Once payment of the subscription fee has been paid by the Member the subscription fee is non-refundable

5.5.5. Any Member who fails to pay his subscription by such date as has been determined at the AGM will be deemed to have resigned his membership of the Club.

### 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. Complaints

No complaints shall be considered by the Committee unless made in writing to the Secretary and properly signed; the Management Committee will review the complaint and take appropriate action to resolve the matter(s) raised. The raiser of the complaint will be contacted to be informed of the outcome of the complaint to ensure the matter has been dealt with satisfactory. All complaints will be dealt with in private and confidentially.

### 8. Expulsion

8.1. Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

#### **9. 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.

#### **10. The Management Committee**

10.1 The Club shall be managed by a Management Committee consisting of:

- (a) the Chairman;
- (b) the Secretary / treasurer (these offices may be conjoined for such time as the club at its Annual General Meeting may determine)
- (c) 3 additional committee members

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

10.3. 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.

10.4. The Management Committee shall be elected at the annual general meeting every 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).

10.5. 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) he resigns his office by notice to the Club; or
- (c) 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
- (d) 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
- (e) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

## **11. Proceedings of the Management Committee**

11.1. Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 6 meetings each year. The quorum for such meetings shall be 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.

11.2. 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 Secretary shall preside. If there is no Secretary 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

## **12. Annual General Meeting**

12.1. The annual general meeting of the Club shall be held at such time as the management Committee shall decide 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 members of the Management Committee and Selection Committee;
- (d) to decide on any resolution which may be duly submitted in accordance with Rule 12.2 below;
- (e) to deal with any other matters which the Management Committee desires to bring before the membership.

12.2. 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.

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

12.4. At least 14 days before the Annual General Meeting the Secretary must send to every Member to their email address as recorded in the Club's books stating the time when and the place where it will be held. Where an email address is not held for a Member they will receive this notice via post.

## **13. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than one-fifth of the Members of the Club for the time being or 10 Members whichever is greater. Members stating the purposes for which the meeting is required and the resolutions proposed.

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

14.1. The Secretary shall send to each Member at his last known email address written notice 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 21 days before the meeting. The accidental failure to give notice

to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

14.2. The quorum for the annual and extraordinary general meetings shall be 5 Members or one-tenth of the membership of the Club (whichever is the greater number). 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.

14.3. 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.

14.4. If the persons attending an annual or extraordinary general meeting do not constitute a quorum 15 minutes 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.

14.5. Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.

14.6. Each Adult and Family 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.

14.7. 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.

14.8. The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

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

## **15. Opening of Club premises**

The Club is open at such time as the management Committee shall decide. The Club's facilities shall be available to the Member without discrimination.

### **16. Alteration of the rules**

16.1. 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 two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

16.2. These Rules may be altered by the Committee throughout the year if the change supports the objectives of the Club but will be retrospectively be presented at the annual general meeting as covered in 20.1

### **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, 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 moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

19.2. The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Management Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.

19.3. The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

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



19.5. Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by independent person. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **20. Notices**

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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. Dissolution**

21.1. 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.

21.2. 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.

21.3. 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 given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club.