

HENFIELD TENNIS CLUB (the 'Club')

RULES OF THE CLUB (as accepted at the AGM 20.11.13)

1. Name

The Club shall be named "Henfield Tennis Club"

2. Definitions

2.1 "the CLTA" means Sussex County Lawn Tennis Association;

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

"the Members" mean the members of the Club admitted from time to time to membership of the Club in accordance with Rule 6; an "adult Member" is aged 18 or over;

"the Committee" means the committee appointed under Rule 11 to manage the Club;

"the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 11;

"the Vice Chairman" means the person elected from time to time to be the vice chairman of the Club in accordance with Rule 11;

"the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the club in accordance with Rule 11;

"the Honorary Treasurer" means the person elected from time to time to be honorary treasurer of the Club in accordance with Rule 11;

"the Membership Secretary" means the person elected from time to time to be the membership secretary of the club in accordance with Rule 11;

"the Trustees" mean the persons appointed from time to time to be the trustees of the Club in accordance with Rule 11.13.

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, social and other activities for its Members and generally to promote, encourage and facilitate the playing of tennis in the local community;
- b. to provide and maintain Club premises at Kingsfield, Henfield, West Sussex BN5 9QB;
- c. to take and retain a membership of 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 in so far as they can apply;
- d. to do all such other things as the Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of tennis, 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. Lease with Henfield Parish Council

The Club is party to a 21-year Lease with the Henfield Parish Council commencing 1st October, 2008. There are two nominated Trustees to act on its behalf as Parties to this Lease. They hold the Property on trust for the Club but it is the responsibility of the Club's Members to indemnify the Trustees against any liabilities or obligations under the terms of the Lease should the Club cease its affiliation with the LTA and protection under that Association's insurance policy.

5. Application of Surplus Funds

The Club is constituted by these Rules as a non-profit-making Members' Club. Subject to Rule 17, 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, and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

6. Classes of Members and Subscription Rates

6.1 Eligibility

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex or disability except as a necessary consequence of the requirements of tennis as a particular sport. Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

6.2 Admission of Members

A prospective Member shall complete an application form and the application shall be accepted by the Membership Secretary unless when referred to the Committee admission to membership of the Club is deemed to be contrary to the best interests of the sport or the good conduct and interests of the Club. The Committee shall have the power to limit the numbers of Members in the respective classes, if they consider this necessary because of limited facilities.

6.3 Conditions of Membership

6.3.1 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 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.

6.3.2 Rule 6.3.1 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 6.3, 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.

6.3.3 The Committee may subject to Clause 8 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.

6.4 Classes of Members

There shall be the following Classes of Members, at the rates of subscription to be agreed at the Annual General Meeting prior to the subscription year commencing on the following 1st March.

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| Class A: | Senior | A person whose age is 21 and over, and under 65 |
| Class B | 65+ | A person whose age is 65 or over |
| Class C: | Junior 1 | A person whose age is 5 and under |
| Class D: | Junior 2 | A person whose age is over 5 and up to and including 11 |
| Class E: | Junior 3 | A person whose age is over 11 and under 18 |
| Class F: | Student | A person whose age is 18 and over and under 21 or who is in full-time Higher Education |
| Class G: | Social | A person who will not play tennis but who would like to be kept informed of Club news and activities and be able to participate in non-tennis events |

6.5 Subscriptions

6.5.1 In the event that the Club becomes liable for Value Added (or any other) Tax on Members' subscriptions, the subscriptions then current shall be deemed to be exclusive of such tax.

6.5.2 The subscription year runs from 1st March to the last day of February in the following year and renewal subscriptions are due on 1st March.

6.5.3 All ages stated are those that pertain on 1st March in the relevant subscription year.

6.5.4 A Member who has not paid their subscription by 1st March will not be entitled to the privileges of membership until such time as the due fee is paid and, further, if the Member has not paid by 30th April, the Committee shall be entitled to cancel the membership.

6.5.5 For a new Member joining after 31 August the subscription rate will be reduced by 50%. For each calendar month thereafter it will be proportionately reduced based on the part of the subscription year remaining.

7. Resignation

A Member may withdraw from membership of the Club without 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.

8. Suspension or Expulsion

8.1 The Committee shall have power to terminate or suspend the membership of any Member or to exclude any Member or Visitor whom it considers guilty of a breach of these Rules or of misconduct or offensive behaviour to any other Member, or Visitor, whether on the Club's premises or elsewhere.

8.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Committee at which his expulsion shall be considered and written details of the complaint made against him. The Member shall be given an opportunity to appear before the Committee to answer complaints made against him. Appeal against such a decision may be made to the Club's Members and decided by a majority vote.

8.3 Any person ceasing to be a Member, whether by resignation, suspension or expulsion 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. Loss of Property, Injury

Members or Visitors leaving unattended property of any kind at the Club do so at their own risk and the Club shall not be responsible for any loss, damage or injury resulting from this or any other cause.

10. Visitors

Visitors may be introduced to the Club by any Member but a fee, as determined by the Committee from time to time, must be paid on each and every occasion. The Committee shall also make suitable arrangements for the hire of the courts to members of the public, who are not Members of the Club, and impose a suitable charge, as determined by the Committee from time to time, to comply with the Club's lease.

11. Management

11.1 The management of the Club shall be in the entire control of a Committee of Members and Officers of the Club. The Officers shall be a Chairman, Vice-Chairman, Honorary Secretary, Honorary Treasurer and Membership Secretary (but if more than one of these offices are held by a single person, no extra Committee vacancy shall be thereby created), and there shall be no more than six further Committee Members with general or specific duties, as decided from time to time by the Committee. Such duties might include Social, Junior Development, Publicity, Fund-Raising.

11.2 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.

11.3 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 CTLA 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.

11.4 The Committee shall decide in its discretion how Members may be nominated to be members of the Committee and shall notify the Members accordingly.

11.5 The Club will have Men's and Ladies' Captains, and a Match Secretary, but it shall not be mandatory for the incumbents of these roles to be, or to become, Committee Members.

11.6 All Officers and Committee Members shall retire annually and be eligible for re-election, although no Member shall serve as Chairperson for more than three (3) consecutive years, unless at the Annual General Meeting a simple majority of those present and eligible to vote deem otherwise.

11.7 All Officers and Committee Members shall be elected for a year at the Annual General Meeting, except that the elected Committee shall have the power to fill any casual vacancy.

11.8 The Committee shall elect Members in accordance with Rule 6.2 and shall, from time to time, make and revise the Club's Regulations and shall have the power to decide any matter unprovided for by these Rules and the current Regulations. They shall meet at least five (5) times in every year and additionally as circumstances may require. The quorum at a Committee meeting shall be five (5) and in the event of equality in voting the Chairperson shall have a second or casting vote.

11.9 The Committee may delegate any part of its duties (except the election of Members) to one (1) or more subcommittees (which may comprise one (1) person only), which may be composed of any Members of the Club.

11.10 The Committee is empowered to borrow money for the purposes of the Club in such amounts and on such terms as to interest and security as the Committee shall, from time to time, determine.

11.11 The members of the Committee shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

11.12 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.

11.13 The Committee shall appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Committee or by a resolution duly passed at a general meeting. The Chairman from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated. The number of Trustees shall not be more than four or less than two.

12. General Meeting

12.1 An Annual General Meeting shall be held each year in November. Any adult Member wishing to propose a resolution at the Annual General Meeting must provide a copy thereof to the Honorary Secretary at least three (3) weeks prior to the Annual General Meeting so that provision can be made in the Agenda. The Honorary Secretary shall send notice of any General Meeting, together with a copy of the Agenda, to every Member giving at least fourteen (14) days' notice. If a Member has provided the Club with their email address for communications, then such a means of communication shall be acceptable for serving notice of any General Meeting.

12.2 The business of the Annual General Meeting shall be the confirmation of the minutes of the previous Annual General Meeting and of any subsequent Extraordinary General Meetings (unless already confirmed at a Committee meeting), the consideration of the Committee's report and the Honorary Treasurer's Accounts for the year, the election of Officers and Committee for the ensuing year, the appointment of an Honorary Auditor, and any items of which notice has been given and details included in the Agenda.

12.3 Every Member shall be entitled to be present and to speak at any General Meeting, as shall every parent or guardian of any Member aged under 18 years. Every Member present at any General Meeting, if aged 18 or over, shall have the right to vote thereat. In the event of an equality of votes the Chairperson shall have a second or casting vote.

12.4 At any General Meeting the quorum shall be fifteen (15) % of Members entitled to vote (rounded down to the nearest whole number).

12.5 The Committee shall call an Extraordinary General Meeting at their discretion or within one month of receipt by the Honorary Secretary of a requisition signed by twenty (20) adult Members or, if the total of adult Members is less than one hundred (100), by one fifth of the adult Members stating the business proposed to be transacted. The business of an Extraordinary General Meeting shall be in accordance with the requisition under which it was summoned and the Agenda issued.

12.6 At any General Meeting further business may be accepted at the discretion of the Chairperson provided that it does not call for the alteration of the Rules, the winding up of the Club, the transfer of any of the Club's assets, the borrowing of money, or any expenditure not within the immediate financial resources of the Club.

13. Rules and Regulations

A copy of these Rules and of the Regulations made by the Committee under Rule 11.8 shall be displayed prominently at all times on the Club notice board and all Members shall be deemed conversant therewith. The Rules shall not be altered except at a General Meeting, after due notice, and then only provided that two-thirds of those present and voting are in favour. The Regulations shall be made and periodically revised by the Committee.

14. 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.

15. Finance

15.1 The Club's Financial Year shall run from 1st October to the following 30th September. Full accounts of the financial affairs of the Club shall be prepared each year, submitted to the Annual General Meeting, and shall be prepared on the receipts and payments basis. All moneys payable to the Club shall be received by the person(s) authorised by the Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account without the prior authorisation of two of the three signatories who shall be the Chairman, Honorary Secretary and Honorary Treasurer.

15.2 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.

16. Notices

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. 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. 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. 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.

17. Dissolution

17.1 The Club shall be dissolved on the passing of a resolution to that effect at a General Meeting, after due notice, and by at least two-thirds of those present and voting. Such a meeting shall appoint a committee to wind up the affairs of the Club and shall give general directions as to the disposal of any assets in accordance with the following clause:

17.2 In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities 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 approved sporting or charitable bodies:-

- a) A registered charitable organisation(s);
- b) Another club which is a registered Community Amateur Sports Club (CASC);
- c) The sports national governing body for use by them for related Community sports.