

## WEYBRIDGE LAWN TENNIS CLUB

### CLUB RULES WITH EFFECT FROM 1<sup>st</sup> APRIL 2012 (rev October 2018)

#### 1. Name.

The Club, established in or about 1962, is called Weybridge Lawn Tennis Club ("the Club").

#### 2. Definitions

- 2.1 "the Chairman" means the person appointed from time to time to be the chairman of the Club in accordance with Rule 9;
- "the CLTA" means the Surrey County Lawn Tennis Association;
- "the Honorary Secretary" means the person appointed from time to time to be the honorary secretary of the Club in accordance with Rule 9;
- "the Honorary Treasurer" means the person appointed from time to time to be the honorary 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 Officers" means the Chairman, the Honorary Secretary, the Honorary Treasurer and the Membership Secretary;
- "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 President" means the person appointed from time to time to be the president of the Club in accordance with Rule 9;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.
- "Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
- "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.

#### 3. Objects

The objects of the Club are:

- (a) principally to provide facilities for lawn tennis and generally to promote, encourage and facilitate the playing of lawn tennis in the area of Weybridge and amongst the community;

- (b) to provide and maintain Club premises at Dorney Gardens, Walton Lane, Weybridge and club-owned tennis equipment for the use of its members;
- (c) to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- (d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (e) to affiliate to the CLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the CLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
- (f) to operate and turn to account in any way for the benefit of its members the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) 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;
- (h) 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) where so required by the Rules and Regulations of the LTA or the CLTA (as the case may be);
- (i) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs;
- (j) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be 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. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than to another community amateur sports club for lawn tennis, to the LTA for use in community related lawn tennis initiatives, or to a registered charitable organisation, on winding-up or dissolution 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 membership of the Club provided they are at least 18 years old. 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 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of Members may be limited according to the facilities available at the time.

### *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 Classes of Members*

5.3.1 There shall be the following classes of members for the Club:

Full Member

Young adult member

Junior Member

Student vacation member

Non-playing members

5.3.2 Full members may be 7 day full, 7 day intermediate, or mid-week.

5.3.3 A young adult member is a person aged not less than 18 and not more than 21 on 1<sup>st</sup> April or not more than 25 if in full-time education, including Apprentices.

5.3.4 A student vacation member is a person in full time education joining only for the long (summer) vacation in any year. The period shall not be longer than 3 months.

5.3.5 A junior is any child under the age of 18.

5.3.6 Non playing membership is available on payment of the appropriate fee to any full member who by reason of injury or residence wishes to suspend his present class of membership. Normal membership may be resumed without payment of a joining fee.

5.3.7 Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. The other Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

5.3.8 The days and times at which the facilities of the club are available to various categories of members shall be laid down by the management committee and form part of the Regulations.

#### 5.4 *Conditions of membership*

5.4.1 All Members shall be subject to these rules and the regulations of the club and each member agrees as a condition of membership:

- (a) to be bound by and subject to these rules (as in force from time to time); and
- (b) to be bound by and subject to the Rules and Disciplinary code of the LTA.

5.4.2 Rule 5.4.1 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 5.4.1 should be enforceable by virtue of that Act, by any person who is not a party to this agreement.

5.4.3 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.

#### 5.5 *Subscriptions*

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

5.5.2 The Members shall pay any entrance fee and 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 the entrance fee (if any) and his first annual subscription.

5.5.4 In the case of a new member joining after 31st May, the committee may at its discretion accept a proportionately reduced subscription for the part year. Likewise it may make a refund to a member who becomes unable to use the Club for a substantial part of the year on account of injury, illness or departure from the district.

### **6 Resignation**

A Member may withdraw from membership of the Club on 1 month's 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 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him to remain a Member.

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 make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the member and to cross-examine any witnesses on behalf of the member. The member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

7.4.1 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 President;
- (b) the Chairman;
- (c) the Honorary Secretary;
- (d) the Honorary Treasurer;
- (e) no more than 7 other Members elected annually at the annual general meeting.

9.2 The Honorary Secretary shall notify the Members each year of the procedure for the election of members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by any two full members on the form prescribed by the Management Committee and must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year. When elected it shall be for the members of Management Committee to decide who shall fill the various posts on the committee.

9.3 Any person nominated as a member of the Management Committee must be a Full Member of not less than one year's standing.

9.4 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.

- 9.5 The Management Committee members shall be proposed, seconded and elected by ballot at the annual general meeting. Election to the Management Committee shall be for three years.
- 9.6 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, and the Rules and Disciplinary Code of the LTA, 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.
- 9.7 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 3 further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.7 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.
- 9.8 Retiring members of the Management Committee may be re-elected.
- 9.9 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.

## **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 fewer than 6 meetings each year. The quorum for such meetings shall be 5 unless the committee consists of fewer than 10 members in which case it shall be 4. The Chairman and the Honorary 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 Honorary Secretary shall give all the members of the Management Committee not less than 14 days' notice of a meeting.
- 10.2 The Chairman shall be the chairman of the Management Committee and shall preside at every meeting of the Management Committee at which he is present. If he is not present or is unwilling to preside, 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 Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Management Committee or until a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting. The Officers of the Club on behalf of the Club agree to indemnify Trustees against any Lease or Loan Note liabilities how so ever caused.
- 10.7 All property of the Club including land and investments, shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- 10.8 The number of Trustees shall not be more than four or fewer than two.
- 10.9 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.
- 10.10 Each of the Officers of the club shall be entitled to a reduction of 50% of his subscription for each year he holds office. Other elected committee members shall be entitled for the second and subsequent years in office to a reduction of 25%.
- 10.11 Notwithstanding rule 10.9 above, the aforesaid reductions may be increased or reduced from time to time but only by a majority vote of members at an Annual or Extraordinary General Meeting where notice has been given in accordance with rule 11.2. In the case of any committee member whose subscription has been reduced by more than 50% such remission shall be personal to that member and shall not devolve to his successor without a vote of the membership as aforesaid.
- 10.12 The committee may at its discretion make a special reduction in the case of individual members for reasons of exceptional service to the club or of hardship. Such reduction shall not exceed 50% and shall not be granted to a committee member or a member of his family.

## **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, and the Honorary Treasurer's report as to the financial position of the Club;
- (c) to remove and elect the auditor or confirm that he remain in office;
- (d) to elect the Officers and other members of the Management Committee];
- (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (f) 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 Honorary Secretary not less than 21 days before the meeting. Notwithstanding the above, and subject to rule 19, the Chairman may at his discretion accept any resolution submitted after this time.

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 be called within 28 days of receipt by the Honorary Secretary of a requisition in writing signed by no fewer than 20 members stating the purposes for which the meeting is required and the resolutions proposed.

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

13.1 The Honorary Secretary shall notify each Member of the date of the general meeting together with the resolutions to be proposed at least 21 days before the meeting. Notification shall be by way of a notice posted on the club notice board and by electronic mail in the case of those members who have supplied a current electronic mail address.

13.2 The quorum for the annual and extraordinary general meetings shall be 15 members

13.3 The Chairman, or in his absence the President, shall preside at all meetings of the Club but if neither is 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 Each Full Member and Non-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.

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

13.6 There shall be no right for a Member to vote by proxy.

#### **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 16.1 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 six occasions in any calendar year.

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

15.1 These rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least 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 Regulations and Standing Orders**

16.1 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.

#### **17 Finance**

17.1 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. Both online banking and cheques require authorisation/signatures of two of the signatories who shall be the Honorary Treasurer and one of either of two additional members of the management committee, so designated. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

17.2 Subject to Rule 17.3, 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.

17.3 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.

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

17.5 Full accounts of the financial affairs of the Club shall be prepared each year. The accounts must be made available to every Member at the Annual General Meeting and thereafter if requested.

**18 Property**

18.1 The property of the Club, 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 and entry in the minute book shall be conclusive evidence of such a resolution.

18.2 The Trustees 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.

**19 Dissolution**

19.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.

19.2 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.

19.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall be paid to or distributed to the LTA for use in community related tennis initiatives, another community amateur sports club for lawn tennis or to a registered charitable organisation.

**20 Coaches and Players**

20.1 The club agrees that all unlicensed and unregistered coaches and so far as is 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 the 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.

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**Patrick Gibbon**  
**(Chairman)**

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**Stephen Parish**  
**(Honorary Secretary)**

**Dated the 19<sup>th</sup> day of February 2012; Revisions in track changes agreed at EGM 11th October 2018**