



# Club Rules

**The club rules were last updated following the AGM on 2nd December 2021.**

## **1. Name**

The Club shall be called the "Shiplake Tennis & Social Club". 1.1 Defined terms

In the rules unless the context requires otherwise:

"The Club" means Shiplake Tennis & Social Club.

"Member" means a member of the Shiplake Tennis & Social Club;

"The Rules" means the rules of Shiplake Tennis & Social Club

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

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

## **2. Objects**

The objects of the Club are the playing of tennis and the provision of social activities.

## **3. President**

There shall be an Honorary President.

## **4. Officers and Committee**

The Officers of the Club shall consist of the Chairperson, Treasurer and Secretary. There will also be the following Committee Members:

Membership Secretary, Social Secretary and up to five other Committee Members.

The club agrees that each member of the 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 the 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.

## **5. Election of Officers and Committee Members**

Committee Members of the Club shall be elected at the AGM (Annual General Meeting) and take office at 0001 the day following the AGM. All Officers and Committee Members shall be full Members of the Club. Nominations, supported by two proposers, should be sent to the Club Secretary three weeks prior to the AGM, after having had the consent of each Nominee. Nobody

who has a professional relationship with, or who is remunerated by the Club, shall be eligible to stand for election to the Committee.

## **6. Management and Finance**

The entire control of the Club (except the selection of the match teams) shall be vested in the Committee. At the Committee meetings five Members shall form a quorum. The Committee shall have the power to co-opt a maximum of five Members.

To assist the Committee in the efficient and harmonious conduct of the Club's affairs, the Club or the Committee shall have power to elect or appoint other Sub-committees as they think fit, but the Committee shall have power to override any resolution or action of any such Sub-committee. All monies payable to the club shall be received by the person 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 except by cheque or electronic transfer authorised by two of the three signatories, who shall be the Chairperson, Secretary, and Treasurer. Any monies not required for immediate use may be invested as the Committee in its discretion thinks fit.

## **7. Election of Members**

The Club shall have power to elect Honorary Members.

A limit on membership can be established by the Committee, should the necessity arise, at any time.

## **8. Coaching**

Coaching courses will be organised by the Club Coach, and at this priority shall be given to Club Members. Coaches should specify the maximum number of places on the course, and, if no more than 7 days before the course is due to commence, there are still spaces available on the course, the coach may open the available places to non-members, who shall pay the standard visitors fee in addition to the course fee, to be collected by the coach and paid to the club. Charges for coaching courses shall be fixed prior to the commencement of each course. Only Club approved Coaches may be used on the club courts.

Club approved Coaches may only coach members on the courts unless the Club has organised a coaching course which has not been filled by members as above.

Applications to become a Club approved Coach should be made in writing to the Committee, via the Club Secretary, and coaching should only commence after the permission has been granted by the Committee.

Coaches must have their own Public Liability Insurance and must notify the Committee within 7 days of any changes to the terms and conditions, scope, or coverage of such insurance. Coaches must be Disclosure & Barring Service (DBS) checked and must supply the Club with a copy of their certificate, which must be always valid when undertaking coaching at the Club, and they must comply with their obligations in accordance with all legislation applicable at the time.

## **9. Season of Play**

The playing facilities of the Club shall remain in use throughout the year. The Committee shall have the power to suspend the use of the facilities at its discretion at any time.

## **10. Membership Subscriptions**

**The club year will run from 1st January until 31st December.**

A one-off joining fee will be charged to new adult members.

All existing members will pay an annual subscription to the club by 15th January each year. If the subscription is not received by this date the place may be offered to a person on the membership waiting list.

At an AGM or SGM the Committee will propose the types of membership, amount of one-off joining fee, early bird discount and annual subscriptions and if approved these shall apply for the forthcoming year. In general, the types of membership will consist of Adult (over 18 and not in full time education) Junior (under 18 or under 25 and in full time education on 1st January).

## **11. Power to Suspend Members from Playing**

Should any Member not have paid his/her Subscription within 30 days of due date, the Committee shall have power to suspend that Member until the Subscription and Re-joining Fee, if applicable, are paid, or expel and discharge such Member.

## **12. Conduct of Members**

If in the opinion of the Committee should the conduct of any Member, either in or out of the Club, be detrimental to the character, good order and welfare of the Club, the Committee shall have the power to expel and discharge such a Member.

12.1 A Member shall not be expelled unless he/she is given 14 days' written notice of the meeting of the Committee at which his/her expulsion shall be considered and written details of the complaint made against him/her.

12.2 The Member shall be given an opportunity to appear before the Committee to answer complaints made against him/her. The member must not be expelled unless at least two-thirds of the Committee then present vote in favour of his/her expulsion.

12.3 The Committee may exclude the Member from the Club's premises until the meeting considering his/her expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his/her representations.

12.4 Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he/her has no right to the return of any part of his/her subscription.

## **13. Production of Proof of Membership**

Shoe tags will be discontinued as of Jan 2022, nevertheless any member may be challenged to provide proof of membership and must be prepared to do so (electronic receipt, membership proof via the website etc).

## **14. Property of Members**

Members leaving their racquets, shoes or other property on the Club premises, or any premises in use by the Club, do so at their own risk, and the Club will not be responsible for any loss or damage to property sustained through their so doing.

## **15. Injury**

The Club accepts no liability whatsoever for any injury to any person, however sustained.

## **16. Dress**

All players are encouraged to wear appropriate clothing and only proper tennis shoes with non-marking soles must be worn on the Courts.

## **17. Closing of Courts**

One or more of the Courts may be closed for play by a Member of the Committee at their sole discretion e.g. during adverse weather conditions where play is considered dangerous or potentially detrimental to the Courts.

## **18. Accounts**

The Accounts of the Club will be presented at the AGM, having been audited by one Member elected by the Club for that purpose at the previous AGM.

Financial Year of the Club shall be from 1st November to 31st October of the following year.

## **19. AGM (Annual General Meeting)**

At the AGM of the Club, of which not less than 21 days' notice shall be given, the Chairperson's decision as to the result of voting on any question shall be final, and an entry in the Minute Book (signed by the Chairperson of the Meeting) shall be conclusive of the terms of any resolution and of it having been passed. Twelve Members or 10% of the Membership if lower, excluding the Committee Members, shall form a quorum for the AGM.

Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 28 days before the meeting.

## **20. SGM (Special General Meeting)**

An SGM of the Club shall be called within 21 days upon the requisition in writing of any ten Members, or by resolution of the Committee, stating the purpose for which the Meeting is required. Fifteen Members or 10% of the Membership if lower, excluding the Committee Members, shall form a quorum for the SGM.

## **21. Voting**

At all General Meetings of the Club every Member shall be entitled to attend, but Honorary and Social Members shall not be entitled to vote on matters concerning the playing of tennis. The Chairperson shall be entitled to vote, and in the event of an equal number of votes being registered shall have a deciding or casting vote.

## **22. Bye-Laws**

The Committee shall have power to make such Bye-laws, which shall be notified to Members, as shall not be inconsistent with these Rules. Bye-Laws shall not require the sanction of a General Meeting.

## **23. Conditions of Membership**

23.1 Each member agrees as a condition of membership:

(A) to be bound by and subject to these rules;

(B) to be bound by and subject to The Rules of the LTA and the Disciplinary Code of the LTA.

23.2 Rule 23.1 (B) 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 23.1 (B), should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

23.3 The Committee may terminate the membership of any person or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in these rules.

23.4 The club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the LTA Rules and the Disciplinary, 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.

## **24. Distribution of Constitution, Rules and Byelaws to Members**

When a new member joins the Club, in his joining letter he/she will be asked to refer to the Club's website to review the Club's Constitution, Rules and Byelaws.

## **25. Alteration of Rules**

The foregoing Rules shall not be altered except at a General Meeting, of which not less than 21 days' notice shall be given. Any proposed alterations or additions to the Rules must be sent in writing, at least 30 days prior to the General Meeting, to the Secretary of the Club, who will put forward the proposal to each Member before the General Meeting. The Secretary will post any amendments proposed on the club notice board at least 14 days before the AGM or will send these out to any member who requests a copy.

## **26. Dissolution**

A resolution to dissolve the Club shall be proposed only at a Special General Meeting and shall be passed only if carried by a majority of at least three-quarters of the Adult Members present and voting. Fifteen Members or 10% of the Membership if lower, excluding the Committee Members, shall form a quorum for this SGM. Any dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding up of the assets and liabilities of the club.

Any property remaining after the discharge of debts and liabilities of the Club shall not be paid to or distributed among the Members of the club, save for reimbursement in whole or part of that year's membership fees, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis.

For full details on LTA Rules & Disciplinary code go to – LTA website <https://www.lta.org.uk> .