

# DUNSTABLE TENNIS CLUB

## Constitution

### 1. Names and Objects

- 1.1 The Club, founded in 1966, shall be named the Dunstable Tennis Club ("the Club").
- 1.2 The object of the Club is to provide facilities for and promote participation of the whole community in the sport of Tennis.

### 2. Definitions

- 2.1 Within the constitution, unless the context requires otherwise:
  - "Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
  - "the LTA" means LTA CLG 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;
  - "member" means a member of Dunstable Tennis Club;
  - "Rules" means the rules of the LTA as in force from time to time;

### 3. Affiliation

- 3.1 The Club shall seek affiliation to the LTA through the appropriate County Lawn Tennis Association and shall adopt and conform to the Rules in so far as they apply.

### 4. Membership

#### 4.1 *Eligibility for membership*

- 4.1.1 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.
- 4.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

#### 4.2 *Admission of members*

The Club may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against a decision may be made to the Club's members and decided by a majority vote.

#### 4.3 *Classes of Members and Subscriptions – changed at AGM 2017*

There shall be the following Classes of Member at the rates of subscription shown:

<u>Type of member</u>	<u>Full-Price Annual Subscription</u>
Adult (Senior)	<b>£175</b> (new members -£50 for the first year) <b>£165</b> <i>if paid in full before 31st March</i>
Couples	<b>£330</b> (residing at same address) <b>£315</b> <i>if paid in full before 31st March</i>
Family	<b>£370</b> (residing at same address) <b>£350</b> <i>if paid in full before 31st March</i>
Senior Citizen	<b>£93</b> (Aged 65 years and over)
Country	<b>£93</b> (Resident over 15 miles away)
Off-Peak	<b>£93</b> (Mon – Fri, daytime only)
Intermediate	<b>£93</b> (Up to age 25 years, under 18's at invitation of Committee only)
Junior	<b>£70</b> (Aged 10 – 18 years)
Mini Tennis	<b>£20</b> (Under 10 years, at 1 <sup>st</sup> April)
Social	<b>£10</b> (Non-playing member)

## Notes to the Subscription Scale

- a) For every full Playing Member including juniors, the subscription is deemed to include the "Player's contribution" which the Club passes to the LTA.
- b) In the event of the Club being liable for Value Added (or any other) Tax on Members' subscriptions, the figures shown above shall be inclusive thereof.
- c) The subscription year and full-price rates run from 1<sup>st</sup> April to 31<sup>st</sup> March.
- d) A Member whose subscription is not paid by the due date will not be entitled to the privileges of membership until he has paid, and if not paid by 1<sup>st</sup> May they will cease to be a Member (and any re-election shall then be subject to the normal procedure).
- e) The subscription and entrance fee if applicable of a new Member shall be due on notification of election or within 14 days. Alternatively it may be paid with the membership application, in which case (i) it will be repaid if election to membership does not take place, (ii) at the discretion of a Committee Member, the candidate may be allowed to use the Club pending the Committee's consideration of their application.
- f) The Committee may at their discretion accept a proportionately reduced or discounted subscription for new annual membership applications, new applications made during the year, and for British tennis Members. To qualify as a new application, the applicant must not have been a member of the Club in the preceding ten years.
- g) The Committee 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. The amount and timing of the refund is at the discretion of the Committee.
- h) The Committee will propose a resolution to the annual general meeting on annual subscription rates to apply for each class of membership together with discounts to apply for multiple application membership from members of a family in the same permanent principle residence, from a family unit, and for payment of renewal subscriptions to an Officer of the Club before 1<sup>st</sup> April. At least two thirds of those present must vote in favour of any revised subscription rate.
- i) The Committee will set the conditions for eligibility for any discounted membership category i.e. not a full senior Member, and display these on the Notice Board

### 4.4 *Conditions of Membership*

- 4.4.1 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)
  - b) to be bound by and subject to the Rules and the Disciplinary Code.
- 4.4.2 Rule 2(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 2(1) should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act by any person who is not party to this agreement.
- 4.4.3 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 this rule.

## 5. **Accountancy Year**

- 5.1 Except for the purposes of subscriptions (see Rule 4 note c), the Club's Financial Year shall run from 1<sup>st</sup> January to 31<sup>st</sup> December and the accounts submitted to the Annual General Meeting shall be prepared accordingly.
- 5.2 The Income and Property of the Club shall be applied solely towards promoting the Club's objects as set forth in this constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

## **6. Election of Members**

- 6.1 Honorary Membership (other than temporary in accordance with Rule 9), including Honorary Life Membership, shall be strictly limited and at the discretion of the Committee, by way of reward for special services to the Club.

## **7. Resignation and Transfer between Classes**

- 7.1 A Member who wishes to withdraw from membership or to transfer to a Class at a lower rate of subscription shall notify the Honorary Secretary by 31<sup>st</sup> March in writing and otherwise shall be liable for the full subscription.

## **8. Injury, Loss of Property etc.**

- 8.1 Members or Visitors leaving unattended vehicles, rackets, clothing or other property 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.

## **9. Visitors and Temporary Members**

- 9.1 Visitors may be introduced by the Honorary Secretary or other Member. Before a Visitor plays, the Member introducing him must make an appropriate entry in the Visitor's Book and shall pay the fee set by the Committee (see Notice Board).
- 9.2 A Non-Playing Member may play, at the same fee as a Visitor, but neither a Visitor nor a Non-Playing Member may play more than five times in any year except with the special permission of the Committee.
- 9.3 Each member of a visiting match team shall be an Honorary Member for the day and every competitor in a tournament at the Club (and in the case of a competitor under age 18, his parent or guardian) shall be an Honorary Member for the period of the tournament.
- 9.4 Temporary Members, neither permanently resident nor working within 25 miles of the Club, may be admitted at the discretion of the Honorary Secretary and one other Committee Member for a period not exceeding one calendar month.

## **10. Management**

- 10.1 The management of the Club shall be in the entire control of a Committee of a minimum of six Members in addition to the Officers, (who shall be ex-officio members of the Committee), and shall be Chairman, Honorary Secretary, Honorary Treasurer and Match Secretary (but if more than one of these offices is held by a single person, no extra Committee vacancy shall be thereby created). All shall be elected for the year at the Annual General Meeting except that the elected Committee shall have power to fill any casual vacancy.
- 10.2 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 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.
- 10.3 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.
- 10.4 The Committee shall elect Members in accordance with Rule 6 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 four times in any year and additionally as circumstances may require. The quorum at a Committee Meeting shall be five (including two officers) and in the event of equality of voting the Chairman shall have a second or casting vote.

- 10.5 The Committee may delegate any part of its duties (except the election of Members) to one or more sub-committees which may be composed of any Members of the Club, but any sub-committee to control a bar supplying intoxicating liquor shall be appointed in accordance with the Licensing requirements.

## **11. Coaches and Players**

- 11.1 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 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.

## **12. General Meeting**

- 12.1 An Annual General Meeting shall be held each year between 15<sup>th</sup> February and 31<sup>st</sup> March inclusive.
- 12.2 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 members or if the total membership is less than 100, by one-fifth of the Members, stating the business proposed to be transacted.
- 12.3 Any member wishing to propose a resolution at the Annual General Meeting must send a copy thereof to the Honorary Secretary 14 days before the meeting, so that provision may be made on the Agenda. The Honorary Secretary shall send to every Member (other than Temporary Members) at least seven days' notice of any general meeting together with a copy of the agenda.
- 12.4 At any general meeting, the quorum shall be 20 Members entitled to vote.
- 12.5 A Social Member may attend and speak at any general meeting but is not entitled to vote on resolutions.

## **13. Rules and Regulations**

- 13.1 A copy of these Rules and of the Regulations made by the Committee under Rule 10 shall be prominently displayed at all times on the Club's 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.

## **14. Dissolution**

- 14.1 The Club shall be dissolved on the passing of a resolution to that effect at a general meeting after due notice, 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.
- 14.2 In the event of 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:
1. A registered charitable organisation(s).
  2. Another Club, which is a registered CASC.
  3. The sports national governing body for use by them for related community sports.

## **BYE-LAWS AND REGULATIONS**

The Committee may from time to time make, vary and revoke bye-laws (not inconsistent with the Rules of the Club) for the regulation of the internal affairs of the Club and the conduct of Members. These bye-laws for the time being in force shall be binding on all Members.

The attention of each Member is drawn to the bye-laws and regulations displayed which generally embrace the following:

1. Opening hours of courts, clubhouse and bar.
2. Power of Committee to close courts to Members, for maintenance, coaching or for special reasons such as hire to local schools or other outside bodies.
3. Procedure for reserving courts, or alternatively the prohibition of reserving courts. In framing this regulation, the needs of club matches, club tournaments, and players taking part in outside competitions where one player has to provide a court, should be borne in mind.
4. Procedure for making up games, "club days", and the relinquishment of courts when others are waiting.
5. Any restrictions on particular classes of members.
6. Procedure for drawing, safeguarding, and returning balls.
7. Dress e.g. that "recognised coloured tennis clothing may be worn". Shoes to be worn on court must have non-marking rubber soles and without raised heels, spikes, studs or cleats.
8. Any restrictions on the admission of children, dogs, bicycles, or perambulators to the ground, pavilion, bar, changing rooms, or to specified areas of these.
9. Any requirements of the "last to leave", e.g. lowering of nets, putting away of balls, switching off lights and heating, and checking water taps are turned off, locking up pavilion or ground.
10. Conditions for eligibility to discounted membership categories and entry to tournaments or competitions held at the Club.