



COOMBE WOOD **LAWN TENNIS CLUB**

RULES

November 2007

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COOMBE WOOD LAWN TENNIS CLUB

1. Name

The Club, established in 1919, is called Coombe Wood Lawn Tennis Club ("the Club").

2. Definitions

- 2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;
- "the CLTA" means Surrey County Lawn Tennis Association;
- "the Honorary Secretary" means the person elected from time to time to be the honorary secretary of the Club in accordance with Rule 9;
- "the Honorary Treasurer" means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 9;
- "the LTA" means The Lawn Tennis Association (the governing body of lawn tennis within Great Britain, the Channel Islands and Isle of Man) of The National Centre, Roehampton, London SW15 5JQ
- "the Officers" means the Chairman, Honorary Secretary Honorary Treasurer and the Assistant Secretaries responsible for the management of any sub-committee appointed under Rule 10.4
- "the 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 elected from time to time to be the president of the Club
"the Trustees"	means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.

- 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) 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 Galsworthy Road, Kingston upon Thames or at any other location used by the Club
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to provide such other benefits to its members as it shall think fit;
- (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 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;
- (g) to make rules and bye-laws 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 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 the Members on winding-up or dissolution of the Club strictly in accordance with the provisions of clause 24.
- 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 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 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, sex, sexual orientation, occupation, 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 is limited to such figure as the Committee may from time to time determine due to available facilities.

5.2 Admission of Members

- 5.2.1 Every candidate for membership must be proposed by an existing Member and seconded by a Committee Member of the Club, not closely related to the applicant nor to each other on a form to be provided for the purpose.
- 5.2.2 The candidate's full name and address and the names of the proposer and seconder must be communicated in writing to the Membership Secretary, who must prominently exhibit these particulars on the Club's noticeboard for a period of at least fourteen days before the candidate's application is considered by the Committee.

- 5.2.3 The candidate will be a provisional member of the Club until his membership is ratified by the Committee, and until then he is not entitled to any privileges of the Club other than playing rights.
- 5.2.4 Candidates for membership shall be considered by the Committee which may, by simple majority, elect a candidate to membership.
- 5.2.5 The right to elect members other than Honorary Life members shall be vested in the Committee. The right to confer Honorary Life Membership on a member shall vest in the Club in general meeting. Any proposal to confer this honour must be recommended by the Committee and notified to the members in advance in the notice of the meeting.
- 5.2.6 The Committee may recommend the creation of a number of life memberships in any membership year. The proposal to create life memberships, which must include the number of life memberships and the fee, must be recommended by the Committee and notified to Members in advance in the notice of the General Meeting. Once the creation of life memberships is agreed by the meeting, the right to elect life members shall be vested in the Committee.

5.3 *Classes of Member*

- 5.3.1 Full membership consists of honorary life, life and full members and carries with it the right to attend and vote at general meetings of the club and a right to a share in the assets of the club.
- 5.3.2 Associate membership consists of midweek, country, non-playing, student and honorary members and carries with it the right to attend and vote at general meetings of the club but no right to a share in the assets of the club.
- 5.3.3 Restricted membership consists of junior and temporary members who have playing rights but no right to attend and vote at general meetings of the club and no right to a share in the assets of the club.
- 5.3.4 The Committee may create new membership categories within the Associate and Restricted membership classes from time to time and these will be notified to the members by means of a notice in the Club's premises.

5.3.5 All members shall be subject to the Rules and Regulations of the Club and shall abide by the rules and regulations of the LTA and the relevant CLTA from time to time in force.

5.4 *Subscriptions*

5.4.1 The entrance fee and annual subscription for each type of Member shall be determined by the Members at the Annual General Meeting

5.4.2 The Members shall pay any entrance fee and annual subscription fees set by the Annual General Meeting from time to time.

5.4.3 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.

5.4.4 Any Member whose entrance fee or subscription is not paid within one month of the due date shall not be entitled to use the Club's facilities . If the outstanding fees remain unpaid one month after a reminder has been given then the Member will be deemed to have resigned.

6. Resignation

A Member may withdraw from membership of the Club on 28 days' clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death 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 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 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 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 Committee then present vote in favour of his

expulsion.

- 7.4 The 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 Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

9. Committee

- 9.1 The Club shall be managed by a Committee consisting of:
- (a) the Chairman;
 - (b) the Honorary Secretary;
 - (c) the Honorary Treasurer;
 - (d) not less than twelve nor more than seventeen other Members elected annually at the annual general meeting, to include a number of Assistant Secretaries who shall be responsible for the management of any sub-committees which may be appointed under Rule 10.4 of these Rules.
- 9.2 Nominations for any Office, or Committee Membership, must be made in writing to the Honorary Secretary at least twenty one days before the date of the Annual General Meeting and the Honorary Secretary shall display a list of such nominations, together with a list of existing Committee members standing for re-election, for at least fourteen days prior to the Annual General Meeting in a prominent place on the Club's premises.
- 9.3 Any person nominated as a member of the Committee must be a Full Member who has been a Member of the Club for at least two years.
- 9.4 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 Committee shall be elected at the Annual General Meeting in each 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). Following their election, the Committee members shall elect, from amongst themselves, the Assistant Secretaries.

- 9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Committee may co-opt up to three further Members who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Committee
- 9.7 The Committee may appoint any Member to fill any casual vacancy on the 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 Committee may be re-elected.
- 9.9 A member of the 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 is, or may be, suffering from mental disorder; or
 - (c) he resigns his office by notice to the Club; or
 - (d) he shall without sufficient reason for more than three consecutive meetings of the Committee have been absent without permission of the Committee and the Committee resolves that his office be vacated; or
 - (e) 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
 - (f) he is requested to resign by not less than two-thirds of the other Committee members acting together.

10. Proceedings of the Committee

- 10.1 Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than three meetings each year. The quorum for such meetings shall be ten. The Chairman and the Honorary Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Club. The Honorary Secretary shall give all the members of the Committee not less than seven days' notice of a meeting.
- 10.2 The Chairman shall be the chairman of the Committee. Unless he is unwilling to do

so, the Chairman shall preside at every meeting of the 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 Honorary Secretary shall preside. If there is no Honorary 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 Committee present may appoint one of their number to be chairman of the meeting.

10.3 Decisions of the 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 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 Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.

10.5 The 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 Committee shall have power to enter into contracts involving expenditure not exceeding £20,000 on any one project or related transaction and subject to a total annual spending limit of £40,000 or any other such sums agreed in Annual General Meeting for the purposes of the Club on behalf of all the Members.

10.6 *Trustees*

10.6.1 The Committee shall appoint Trustees from among the Members 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.

10.6.2 All property of the Club including land and investments, including the entire share

capital of Coombe Wood Lawn Tennis Club Limited (“ the Company”), 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 Committee shall take steps to procure the appointment 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 (with the exception of the share capital of the Company), in accordance with the directions of the 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 Committee’s directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given. With respect to the disposal of all or part of the share capital of the Company or the disposal by the Company of the freehold land owned by the Company, the Trustees will act in accordance with the directions of the Members following a vote taken at an Extraordinary General Meeting called for the purposes of discussing, and if thought fit, approving the proposed disposal.

10.6.3 The number of Trustees shall not be more than six or less than four

10.7 Every member of the Committee, employee or agent of the Club shall be indemnified by the Club and the Committee shall pay all costs, losses and expenses which any such member of the Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Committee, employee or agent in accordance with the instructions of the Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Committee may give to any member of the Committee, employee or agent of the Club who has incurred or may be about to incur any liability at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient. For the avoidance of doubt no coach appointed by the Club or by the Head Coach shall be deemed to be an agent of the Club unless specifically authorised in writing.

10.8 Any member of the Committee may participate in a meeting of the 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.

- 10.9 Where any member of the Committee has, or is perceived to have, an interest in any matter to be discussed in a meeting of the Committee, or in any transaction which the Club is considering entering into, then the member must immediately declare the interest and may not take part in any vote relating to the matter or transaction.

11. Annual General Meeting

- 11.1 The Annual General Meeting of the Club shall be held at such time as the Committee shall decide each year to transact the following business:
- (a) to receive the President'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 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 President, Chairman, Honorary Secretary, Honorary Treasurer and other members of the Committee;
 - (e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (f) to determine the subscriptions and fees, or changes thereto, to be charged to members in the ensuing year
 - (g) to deal with any special matters which the Committee desires to bring before the membership.
- 11.2 Notice of any resolution (supported by a minimum of 10 Full members) proposed to be moved at the Annual General Meeting shall be given in writing to the Honorary Secretary not less than 28 days before the meeting.
- 11.3 The Annual General Meeting shall be held between the 1st March and the 30th April.

12. Extraordinary General Meetings

An Extraordinary General Meeting may be called at any time by the Committee and shall be called within 28 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 30 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 display in a prominent place within the club's premises notice of the date of the general meeting at least 42 days before the meeting and a further notice detailing the resolutions to be proposed at least 21 days before the meeting.
- 13.2 The quorum for the Annual and Extraordinary General Meetings shall be 30 Members
- 13.3 The President or in his absence the Chairman, or in their absences the Honorary Secretary 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 Committee present to preside and if no other member of the 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 member of the Full and Associate Membership Class (as defined in Rule 5.3) present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting.
- 13.5 The Honorary Secretary, or a member of the Committee, or any member nominated by the Committee shall take minutes at Annual and Extraordinary General Meetings.

14. Purchase and supply of liquor

- 14.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of a sub-committee of not less than four members being members of the Committee appointed for that purpose
- 14.2 If any member of the sub-committee for any reason ceases to be a member of the Committee, he automatically ceases to be a member of the sub-committee, and another member of the Committee must be appointed in his place.
- 14.3 The sub-committee must not in any way be restricted in freedom of purchase.

15. Commission

- 15.1 No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
- 15.2 No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.
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16. Guests

- 16.1 Any Member may introduce guests to the Club (subject to payment of the applicable visitor's fee), 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 Committee provided that no one whose application for membership has been declined or who has been expelled or excluded from the Club may be introduced as a guest.
- 16.2 Prior to using the Club's tennis facilities the Member introducing a guest and any person introduced as a guest of the Committee in accordance with Rule 16.1 must enter the name and address of the guest together with his own name in a book which must be kept on the Club's premises.
- 16.3 No one may be admitted as a guest on more than six occasions in any calendar year.

17. Opening of Club premises

The Club is open between 7am and 11pm on each day or at such times or for such periods as the Committee shall decide.

18. Permitted hours

The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate

19. Alteration of the rules

- 19.1 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 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.

- 19.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Honorary Secretary must give written notice of the alteration or addition to the proper Licensing Authority and to the Chief of Police.

20. Bye-laws

The Committee shall have power to make, repeal and amend such bye-laws as it may from time to time consider necessary for the well-being of the Club. Such bye-laws and any repeals or amendments to them shall have effect, until set aside by the Committee on being posted on the Club's notice board in a place frequented by the members.

21. Finance

- 21.1 All moneys 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 signed by two of the three signatories who shall be the Chairman, Honorary Secretary and Honorary Treasurer. Each one of the three signatories may delegate their authority (but not their responsibility) to another member of the Committee for a maximum period of 12 months after which the arrangement must be reviewed. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.
- 21.2 Subject to Rule 24.3, 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.
- 21.3 The Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 21.4 The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Honorary Treasurer.
- 21.5 Full accounts of the financial affairs of the Club shall be prepared to the last day of February each year. A report on these accounts shall be prepared by an auditor appointed in accordance with rule 11.1.(c)] The accounts must be made available to

every Member when notice concerning the Annual General Meeting is given.

22. Borrowing

- 22.1 The Committee may borrow a maximum total amount of £5000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
- 22.2 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at a general meeting).
- 22.3 The Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 22.4 The Trustees shall, at the discretion of the Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Committee may deem proper for giving security for such moneys and the interest payable thereon.

23. Property

- 23.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. With the exception of the share capital of the Company which shall be dealt with in accordance with Rule 10.6.2, the Trustees shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 23.2 The Trustees shall be indemnified by the Club and the Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such Trustee in accordance with the instructions of the Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Committee may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

24. Dissolution

- 24.1 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 90 percent of the Full and Associate Membership Class (as defined in Rule 5.3) present and voting.
- 24.2 The 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.
- 24.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed among the Full Members, including Life and Honorary Life Members equally subject to their having been a Full, Life or Honorary Life Member of the Club for at least 10 of the 12 years immediately preceding the date on which the resolution to dissolve the Club is passed..