

## **BYFIELD TENNIS CLUB RULES AND CONSTITUTION**

The amendments to these rules as underlined were approved by resolution made by the club members at the Annual General Meeting of the club on the 10<sup>th</sup> February 2015 pursuant to Rule 22.

1. The Club, founded in 1948, shall be named "THE BYFIELD TENNIS CLUB" and shall have for its objects the provision of lawn tennis, social and other facilities for its members and the promotion of tennis in the wider community for both adults and children.
2. The Club is constituted by these Rules as a Non-profit-making Members' Club. In no circumstances during the continuance of the Club, nor at nor after its dissolution, shall any assets or surplus funds be distributed to any Member or other person nor to any organisation which is not itself either constituted as non-profit-making or a charity.
3. In the event of the dissolution of Byfield Tennis Club, any funds and assets of the club shall be passed to Byfield Parish Council as trustees of Brightwell Recreation Ground Charity for the purposes of provision and maintenance of tennis facilities on the Brightwell Recreation Ground.
4. Each member agrees as a condition of membership to be bound by and subject to these rules and to be bound by and subject to the Rules and the Disciplinary Code.
5. Rule 4 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 3 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.
6. Members of the Club must pay a subscription, the scale of subscription depending on the class of member. Classes of membership and rates of subscription will be determined by the A.G.M.
7. To widen access to tennis, the Club agrees that the committee will have the discretion to allow discounted subscriptions to those providing proof that they are in receipt of benefits to support their income.
8. Honorary membership and Honorary Life Membership shall be strictly limited at the discretion of the Committee whose decision must be ratified by the following A.G.M.
9. The Club's financial year shall run from 1st January to 31st December.
10. 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. Any person whose membership has been terminated or suspended for the above reasons or for any other reason shall have the right of appeal against such a termination or suspension to the Management Trustees of the Brightwell Recreation Ground Charity within fourteen days of receiving written notice of the termination or suspension.

11. Members or Visitors leaving unattended 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.
12. Visitors may play provided a visitor's fee is paid, the scale of fee being determined by the committee and if necessary the A.G.M. If a visitor lives within 15 miles of the Club they may only play three times in any one season. They should be encouraged to join the Club. Special short- term membership for Members not permanently residing in the area may be considered by the Committee. The Committee's decision regarding the scale of subscription in such cases shall be final.
13. The management of the Club shall be in the entire control of a Committee which shall consist of the following:-
  - Hon. Chairman, Hon. Secretary, Hon. Treasurer, Membership Secretary, Facilities Coordinator, Club Representative, Children's Representative, Team Representative and Social Representative.
  - The entire Committee, including the officers, shall be elected by the A.G.M. each year. Retiring members may stand for re-election. The elected Committee shall have the power to fill any casual vacancy.
  - 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 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
14. An Annual General Meeting shall be held each year between; 1st January and 28th February inclusive.
15. The Committee shall call an Extraordinary General Meeting at their discretion or within one month of receipt by the Hon. Secretary of a requisition signed by one fifth of the Voting Members, stating the business proposed to be transacted.
16. Any Member wishing to propose a resolution at the Annual General Meeting must send a copy thereof to the Hon. Secretary in advance of the AGM\_so that provision can be made on the Agenda. The Hon. Secretary shall send to every Member (other than Temporary and Junior Members) at least seven days' notice of any general meeting, together with a copy of the Agenda.
17. Every Member (other than Temporary Members) shall be entitled to be present and to speak at any general meeting and, if aged 18 years or over, to vote thereat. In the event of an equality of votes, the chairman shall have a second or casting vote.
18. At any General Meeting, the quorum shall be 10 members.
19. The Committee shall have the power to invite any person or persons to sit on the Committee to assist them, as and when it is deemed necessary. Invited persons shall be non-voting.
20. The quorum for any Committee meeting shall be four.

21. 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 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
22. Amendments to these rules can only be made by a vote at the Annual General meeting or an Extraordinary General Meeting or by emergency email vote in exceptional circumstances where no meeting is deemed necessary by the committee or requested by the members. In the latter circumstance, any amendment needs to be ratified by the following AGM.

Defined Terms:-

In these Rules unless the context requires otherwise :-

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

'LTA' means the Lawn Tennis Association and its subsidiaries or such successor entity or entities as become the governing body of the game of lawn tennis from time to time

'Member' means a member of the club

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