



CROWTHORNE TENNIS CLUB CONSTITUTION

This Constitution replaces the Rules & Regulations which were in force until February 2014.

1. Crowthorne Tennis Club

The Club, established on 9th May 1967, is called Crowthorne Tennis Club ("the Club") and is constituted as an Unincorporated Private Members (Non-Profit Distributing) Tennis Club.

2. Definitions

"Honorary Member"	means a member who has been granted the privileges of a Full Adult Member by the committee and is exempt from paying a subscription. Usually includes the Club's head coach.
"Honorary Life Member"	means a member who has been granted the privileges of an Honorary Member for life. Usually includes the President and any Vice-Presidents of the Club.
"Full Senior Member"	means a member with full voting rights and rights to hold office, who is over the age of 18 on 1 st April of the current year and is entitled to use of floodlights and peak-time play at no extra charge.
"Off-peak Senior Member"	means a member with full voting rights and rights to hold office, who is over the age of 18 on 1 st April of the current year but who is only entitled to use of floodlights and peak-time play on payment of an extra charge.
"Full-time Student"	means a member who is over the age of 18 and in Full-Time education and has the same rights as a Full Adult Member.
"Under-25 Member"	means member who is between 19 and 24 years of age on 1 st April of the current year and has the same rights as a Full Adult Member.
"Junior"	means a member who is between 11 and 18 years of age on 1 st April of the current year.
"Mini"	means a member who is aged 10 years or under on 1 st April of the current year.
"Associate Member"	means a non-playing adult member, typically (a) a parent of a mini or junior member or (b) an adult member who no longer wishes to play tennis or (c) the non-playing spouse of a member. Associate members remain on the club mailing lists and are entitled to attend General Meetings, although they are not entitled to vote. They are also entitled to be on the Management Committee, although without a vote.
"Nominated Junior"	means a Junior member who has been selected to have the same rights as a Full Adult Member but without the voting rights or right to hold office.
"Adult Member"	means any Member over the age of 18.
"Management Committee"	means the committee elected under Rule 9 to manage the Club.
"Chairman"	means the person elected from time to time to be the chairman of the Club in accordance with Rule 9
"Secretary"	means the person elected from time to time to be the honorary secretary of the club in accordance with Rule 9.
"Treasurer"	means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 9.
"Officers"	means the Chairman, Secretary and Treasurer.
"President"	means the person elected to be president of the Club, usually for outstanding service, and usually accompanied by Honorary Life Membership.
"Vice-President"	means the person elected to be a vice-president of the Club, usually for outstanding service, and usually accompanied by Honorary Life Membership.
"AGM"	means Annual General Meeting.
"CLTA"	means County Lawn Tennis Association, in this case Berkshire LTA.
"Game"	means the game of tennis.



"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.
"CASC"	means Community Amateur Sports Club.
"LTA Disciplinary Code"	means the disciplinary code of the LTA in force from time to time.
"LTA Rules"	means the rules of the LTA as in force from time to time.
"Members"	means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5.
"Trustees"	means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

3. Objects

The objects of the Club are:

- (a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Crowthorne and Wokingham and amongst the community;
- (b) to provide and maintain Club premises at St. Sebastians Playing Field and club-owned tennis equipment for the use of its members;
- (c) to promote, improve, develop and support the interests of the Game;
- (d) to advance the interest of playing Members in every way;
- (e) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (f) to provide other ordinary benefits of an amateur sports club as set out in Part 13, Chapter 9 of the Corporation Tax Act 2010 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- (g) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- (h) 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;
- (i) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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;
- (j) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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);
- (k) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs; and
- (l) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise 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. Subject to Rule 21.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members 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 full membership of the Club. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 5.1.2 The club membership shall be divided into Adult, Junior and Mini Sections
- (i) Adults shall be over 18 on 1st April of the current year.
 - (ii) Juniors shall be 11 to 18 on 1st April of the current year.
 - (iii) Minis shall be 10 or under on 1st April of the current year. For Minis, keys to the courts and associated equipment are the total responsibility of the parents and these members may not be permitted onto the courts unless either one of their parents or a senior club member is present and accepts full responsibility.
- 5.1.3 Subject to Rule 5.1.2 the following numerical limits shall apply:-
- (i) The total membership shall not exceed the LTA figure of 54 per court.
 - (ii) There shall be a combined total of Adults of not more than 136.
 - (iii) There shall be a maximum of 80 Juniors including Minis.
 - (iv) These limits may be exceeded at the discretion of the Management Committee.

5.2 Classes of Members

- 5.2.1 There shall be the following classes of members for the Club:

Honorary Member
Full Senior Member
Off-peak Senior Member
Full-time Student
Under 25 Member
Junior
Nominated Junior
Mini
Associate Member

- 5.2.2 Honorary Members, Full Senior Members, Off-peak Senior Members, Under 25 Members and Full-time Students shall be entitled to receive notice of, attend and vote at general meetings. Juniors, Nominated Juniors and Minis shall be entitled to all the privileges of membership relevant to their class of membership but shall not have the right to receive notice of, attend and vote at general meetings. Associate Members shall have the right to receive notice of and attend but not to vote at general meetings.

5.3 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.

5.4 Conditions of membership

- 5.4.1 Each member (of each class) agrees as a condition of membership:
- (A) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time); and



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

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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.

5.4.3 The Management Committee may subject to Clause 7 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 annual subscription for each type of Member shall be determined annually by the Management Committee and approved at the Annual General Meeting, provided that the Management Committee shall ensure that the fees set by it do not preclude open membership of the Club.

5.5.2 Reduced subscriptions will be available for those wishing to join the Club after 31st July and also for family groups residing at the same address.

5.5.3 Subscriptions shall be due from 1st April and membership will lapse if not paid by 30th April.

5.5.4 Should the committee have agreed at the previous Annual General Meeting to accept 3 successive monthly 1/3 payments instead of one single payment, membership will cease should any of the payments fail to be paid by the last day of the appropriate month. In the case of a current member taking advantage of any early payment discount, this would mean by the last day of March, April and May. In the case, for instance, of a new member joining in July this would mean by the last day of July, August and September. This method of payment will not be available to the member if it totals less than £100, or such figure as may have been decided by the Management Committee.

5.5.5 Current membership totals will be reviewed on 1st May and after that date membership will be offered to persons on the waiting list subject to limits specified in Rule 5.1.3.

5.5.6 No candidate who has been elected a Member shall be entitled to the privileges of membership until they have paid their first annual subscription or part payment as specified in Rule 5.5.3.

6. Resignation

A Member may withdraw from membership of the Club on one month 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 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute.

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 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.

7.5 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting

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, although 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) Chairman,
- (b) Secretary,
- (c) Treasurer,
- (d) Head Coach,
- (e) Junior Manager,
- (f) Grounds Manager,
- (g) Men's Captain,
- (h) Ladies' Captain,
- (i) Mixed Team Captain,
- (j) Competitions Secretary,
- (k) Social Secretary,
- (l) and four committee members.

The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

9.2 Each Officer on 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.

9.3 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 regulations of the relevant CLTA and the LTA Rules and the LTA 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.

9.4 The Secretary shall send to the Members each year a nomination form 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 must be nominated by any Adult Member and seconded by another Adult Member on the form prescribed by the Management Committee; however, nominations will be accepted by email or verbally at the Annual General Meeting.

9.5 All officers and members of the Management Committee shall retire annually but shall continue to hold office until the conclusion of the AGM at which they shall retire and shall be eligible for re-election. The Chairman, Secretary and Treasurer shall not be permitted to hold that office for more than three consecutive years unless no replacements are forthcoming.

9.6 Any casual vacancy in an office on the Management Committee may be filled by the committee at their discretion.

9.7 Unless expressly forbidden by the AGM the Committee shall have the power to co-opt for special general business.

9.8 If, at an AGM, there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed. If there is more than one candidate for any particular vacancy there shall be an election at the AGM for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.

9.9 A member of the Management Committee shall be deemed to have vacated office if:

- (m) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (n) he resigns his office by notice to the Club; or
- (o) 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
- (p) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.



- 9.10 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.
- 9.11 An Associate Member may be elected to the Management Committee but may not participate in any vote.
- 9.12 Members of the Management Committee may enter into contracts on behalf of the Club providing it has been agreed by a majority of the Management Committee Members.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit. This will normally be on the first Monday in every month unless the Officers agree that a meeting is not required. The quorum for such meetings shall be 4. The Chairman and the 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 Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 10.2 The chair of the Management Committee will rotate among those on the Management Committee, some of whom may be exempted from this by virtue of their role.
- 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 of that meeting shall have a second or casting 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 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management 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 Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management 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.

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, but normally between 15th January and 29th February of each year, to transact the following business:
 - (a) To approve the minutes of the previous year's AGM;
 - (b) to receive the Chairman's report of the activities of the Club during the previous year;
 - (c) to receive and consider the accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;
 - (d) to approve the new season's subscriptions as proposed by the Management Committee;
 - (e) to receive reports from other members of the Management Committee;
 - (f) to elect the Officers and other members of the Management Committee;
 - (g) to remove and elect the auditor or confirm that he remain in office;
 - (h) to decide on any resolution which may be duly submitted in accordance with Rules 11.4 and 11.5 below;
 - (i) to deal with any other matters which the Management Committee or other Member of the Club desires to bring before the membership.
- 11.2 Every nomination must be proposed and seconded.



- 11.3 Candidates for office must be present at the time of election or have signified beforehand to the secretary their willingness to serve.
- 11.4 Amendment to the Rules may only be made at any General meeting provided notice in writing is given to the Secretary at least 21 days before the meeting.
- 11.5 Motions, not being amendments to the Rules, may be moved without prior notice but the Chairman may refuse any motion for which 21 days' notice has not been given if, in his opinion, the matter is of sufficient importance that it ought to have been included in the Agenda accompanying the notice of the meeting.
- 11.6 In all matters of interpretation of the Rules of procedure the Chairman of the Meeting's decision is final.

12. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less 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 Secretary shall send to each Member at his last known address, in writing and/or by email, notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
- 13.2 At all meetings resolution will be by simple majority.
- 13.3 The quorum for a General meeting shall be 20% of the current Adult membership.
- 13.4 The Chairman shall preside at all general 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 Management Committee present to preside.
- 13.5 Each Adult Member present, unless an Associate Member, shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the case of an equality of votes the Chairman shall have a second or casting vote.
- 13.6 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.7 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

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 14.1 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 three occasions in any calendar year.
- 14.4 After three occasions a guest is expected to join the Club unless previously agreed otherwise by the Management Committee.

15. Opening of Club premises

The Club is open 7 days a week for all members although not all courts may be available for general play owing to other activities such as coaching, club sessions and club matches. The Management Committee will, from time to time, provide a Club Calendar to keep members informed of court availability.

16. Alteration of the Rules

These Rules may be altered by resolution at an annual or extraordinary general meeting by a simple majority of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.



17. Regulations and Standing Orders

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 provided that they shall not prejudice the Club's possible future status as a Community Amateur Sports Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

18. Use of Facilities

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 regulations of the relevant CLTA, the LTA Rules and the LTA 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 CLTA can enforce any breach at its option and in its sole discretion.

19. Finance

- 18.1 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. Three signatories who shall be the Treasurer and two others nominated by the Management Committee from time to time shall have the authority to make payments from that account on behalf of the Club either by cheque signed by two of the three signatories or by electronic transfer. None of the three signatories shall be related or co-habiting. All such payments, whether by cheque or electronic transfer, must be authorised by a payment authorisation signed by two of the three signatories. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 18.2 The Management Committee shall have power to authorise the payment of remuneration and expenses to any member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 18.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 18.5 Full accounts of the financial affairs of the Club shall be prepared each year by the Treasurer and shall be duly audited by the auditors or independent examiner. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

20. Borrowing

- 19.1 The Management Committee may borrow money on behalf of the Club for the purposes of the Club from time to time only with the sanction of a general meeting.
- 19.2 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

21. Property

- 20.1 The property of the Club, other than cash at the bank, shall be vested in the Management Committee acting as Trustees on behalf of the Members. 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.
- 20.2 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.

22. Dissolution

- 21.1 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.
- 21.2 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.
- 21.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall 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 sporting or charitable bodies (i) the LTA for use in community



related initiatives for the Game; (ii) another registered community amateur sports club for the Game; or (iii) a registered charitable organisation.

CHANGE HISTORY

04/02/2014	Original	
28/02/2014	Revision 1	Social Member changed to Associate Member. Constitution adopted at AGM.
14/09/2014	Revision 2	Cosmetic change to footer
26/05/2015	Revision 3	Section 4. Clause 4.1 was included in error and is now removed. Clauses 4.2, 4.3 and 4.4 become clauses 4.1, 4.2 and 4.3.
19/02/2016	Revision 4	Updated for CASC status. Added U25 Member.