

UNINCORPORATED ASSOCIATION

CONSTITUTION OF PRIORY TENNIS CLUB (the Club)

INTERPRETATION AND OBJECTS

1. Interpretation

1.1 In this Constitution, unless the context otherwise requires:

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

CLTA: means Avon County Lawn Tennis Association;

Conflict: means a situation in which a Management Committee Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Eligible Management Committee Member: means a Management Committee Member who would be entitled to vote on the matter at a Management Committee meeting (but excluding in relation to the authorisation of a Conflict pursuant to Rule 10, any Management Committee Member whose vote is not to be counted in respect of the particular matter);

Game: means the game of tennis;

Interested Management Committee Member: has the meaning given in Rule 10.1;

Junior Member: means a Member aged 18 and under;

LTA: means the Lawn Tennis Association;

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;

Management Committee: means the committee appointed under Rule 4 to manage the Club from time to time;

Management Committee Member: means a member of the Management Committee and includes any person occupying the position of Management Committee Member, by whatever name called;

Member: means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 12 and **Membership** shall be construed accordingly (including Junior Member, Student Member and Non-Playing Member);

Non-Playing Member: means a Member who is not playing the Game;

ordinary resolution: means a resolution requiring a simple majority (more than 50%) of the Members entitled to vote;

special resolution: means a resolution requiring a majority of not less than 75% of the Members entitled to vote;

Student Member: means a Member who is a full-time student; and

1.2 References to **Rule** or **Rules** are to the rules of this Constitution.

2. **Object**

The object for which the Club is established is to:

- 2.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the community;
- 2.2 provide and maintain the Club's premises and club-owned tennis equipment for the use of its Members;
- 2.3 provide the other ordinary benefits of an amateur sports club;
- 2.4 sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- 2.5 take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA);
- 2.6 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. **Number and Composition of the Management Committee**

- 3.1 Unless otherwise determined by ordinary resolution, the number of Management Committee Members shall not be subject to any maximum but shall not be less than three.
- 3.2 The Club shall be managed by a Management Committee which may comprise the following:
 - 3.2.1 Club Chair
 - 3.2.2 Vice-Chair
 - 3.2.3 Secretary
 - 3.2.4 Treasurer
 - 3.2.5 Welfare Officer
 - 3.2.6 Media/Publicity Officer
- 3.3 At least three of the Management Committee Members must be unrelated or non-cohabiting.
- 3.4 Each Management Committee Member agrees to be bound by and subject to this Constitution, the rules and regulations of the CLTA, the LTA Rules and the LTA Disciplinary Code.
- 3.5 The Management Committee may delegate any of the powers that are conferred on them by this Constitution to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the Management Committee Members specify, any such delegation may authorise further delegation of Members' powers. The Management Committee may revoke any delegation or alter its terms and conditions.
- 3.6 The Management Committee Members may exercise all of the powers of the Club for the purposes of the management of the Club (including the entry into contracts as agent for the Members).

3.7 The Management Committee Members from time to time shall be indemnified out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

3.8 No Management Committee Member may bind the Club or its Members for any liability which exceeds the assets of the Club at the time.

4. **Appointment of the Management Committee**

4.1 The Members may by ordinary resolution appoint a person who is willing to act as a Management Committee Member, either to fill a vacancy or as an addition to the existing Management Committee.

4.2 Before any Management Committee Member is elected the Club must:

4.2.1 consider the skills and diversity of the prospective Management Committee Member;

4.2.2 consider whether the perspective Management Committee Member would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;

5. **Retirement of Management Committee Members**

5.1 Any Management Committee Member who is appointed shall hold office for a one-year term from the meeting at which he or she is appointed. He or she will be eligible for re-appointment, subject to the provisions of Rule **Error! Reference source not found.**

5.2 At the general meeting immediately following the end of the Management Committee Member's term as detailed in Rule 5.1 the relevant Management Committee Member shall retire from office. Subject to Rule **Error! Reference source not found.** a retiring Management Committee Member may offer himself or herself for re-appointment by the Members and a Management Committee Member that is so re-appointed will be treated as continuing in office without a break.

6. **Members' reserve power**

6.1 The Members may, by special resolution, instruct the Management Committee Members to take, or refrain from taking, any specified action.

6.2 No such special resolution invalidates anything which the Management Committee Members have done before the passing of the resolution.

7. **Calling a Management Committee Meeting**

7.1 Any Management Committee Member may call a Management Committee meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the Management Committee Members may agree) to the Management Committee Members.

7.2 The Management Committee must hold at least 3 meetings every calendar year.

8. **Quorum for Management Committee Meetings**

8.1 Subject to Rule 8.2, the quorum for the transaction of business at a Management Committee meeting is at least 50% of the Management Committee Members appointed at the time of the meeting (save where there are less than 4 Management Committee Members in which case, the quorum shall be 2 Eligible Management Committee Members).

8.2 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 10 to authorise a Conflict, if there is only one Eligible Management Committee Member in office other than the

Interested Management Committee Member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Management Committee Member.

8.3 If the total number of Management Committee Members in office for the time being is less than the quorum required, the Management Committee Members must not take any decision other than a decision:

8.3.1 to appoint further Management Committee Members; or

8.3.2 to call a general meeting so as to enable the Members to appoint further Management Committee Members.

9. **Casting Vote**

9.1 Decisions of the Management Committee shall be made by a simple majority.

9.2 If the number of votes for and against a proposal at a Management Committee meeting are equal, the chairman or other Management Committee Member chairing the meeting shall have a casting vote.

10. **Management Committee Member Conflicts of Interest**

10.1 The Management Committee may, in accordance with the requirements set out in this Rule, authorise any Conflict proposed to them by any Management Committee Member.

10.2 Any authorisation under this Rule 10 shall be effective only if:

10.2.1 the matter in question shall have been proposed by any Management Committee Member for consideration in the same way that any other matter may be proposed to the Management Committee Members under the provisions of this Constitution;

10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Management Committee Member; and

10.2.3 the matter was agreed to without the Interested Management Committee Member voting or would have been agreed to if the Interested Management Committee Member's vote had not been counted.

10.3 Any authorisation of a Conflict under this Rule 10 may (whether at the time of giving the authorisation or subsequently):

10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

10.3.2 provide that the Interested Management Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Management Committee or otherwise) related to the Conflict;

10.3.3 provide that the Interested Management Committee Member shall or shall not be an Eligible Management Committee Member in respect of any future decision of the Management Committee in relation to any resolution related to the Conflict;

10.3.4 impose upon the Interested Management Committee Member such other terms for the purposes of dealing with the Conflict as the Management Committee think fit;

10.3.5 provide that, where the Interested Management Committee Member obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Management Committee Member of the Club) information that is confidential to a third party, he shall not be obliged to disclose that information to the

Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and

- 10.3.6 permit the Interested Management Committee Member to absent himself from the discussion of matters relating to the Conflict at any Management Committee meeting and be excused from reviewing papers prepared by, or for, the Management Committee to the extent they relate to such matters.
- 10.4 Where the Management Committee authorise a Conflict, the Interested Management Committee Member shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Management Committee in relation to the Conflict.
- 10.5 The Management Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Management Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 Provided he/she has declared the nature and extent of his/her interest, a Management Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:
- 10.6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- 10.6.2 shall be an Eligible Management Committee Member for the purposes of any proposed decision of the Management Committee in respect of such existing or proposed transaction or arrangement in which he is interested;
- 10.6.3 shall be entitled to vote at a Management Committee meeting in respect of such existing or proposed transaction or arrangement in which he is interested;
- 10.6.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Management Committee Member;
- 10.6.5 may be a Management Committee Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and
- 10.6.6 shall not, save as he may otherwise agree, be accountable to the Club for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

11. **Records of Decisions to be Kept**

Where decisions of the Management Committee are taken by electronic means, such decisions shall be recorded by the Management Committee in permanent form, so that they may be read with the naked eye.

12. **Membership**

- 12.1 Membership of the Club is open to anyone interested in coaching, volunteering or participating in the Game, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 12.2 The Membership shall consist of the following categories:
- 12.2.1 Member;

- 12.2.2 Junior Member;
- 12.2.3 Student Member;
- 12.2.4 Non-Playing Member
- 12.3 All Members must pay to the Club Membership fees to be decided by the Management Committee from time to time.
- 12.4 Any Member whose Membership fee is not paid by such date as the Management Committee shall decide each year, more than three months in arrears, shall be deemed to have resigned their Membership of the Club.

13. Expulsion of Member

- 13.1 Following completion of the club's disciplinary procedure the Management Committee may terminate the Membership of any Member without his/her consent by giving the Member written notice if, in the reasonable opinion of the Management Committee, the Member:
 - 13.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and Management Committee into disrepute; or
 - 13.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
 - 13.1.3 has failed to observe the terms of this Constitution.

Following such termination, the Member shall be removed from the register of Members.

- 13.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The Management Committee must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Management Committee to terminate the Membership of a Member.
- 13.3 A Member whose Membership is terminated under this Rule shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him or her.

14. Votes of Members

- 14.1 At any general meeting every Member who is present in person shall on a show of hands have one vote.
- 14.2 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.
- 14.3 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

15. Annual General Meeting

- 15.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:
 - 15.1.1 to receive the Chair's report of the activities of the Club during the previous year;

- 15.1.2 to receive and consider the accounts of the Club for the previous year;
 - 15.1.3 to elect Management Committee Members for the following year; and
 - 15.1.4 to deal with any other matters which the Management Committee desires to bring before the Membership.
- 15.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Members not less than 5 working days before the meeting.
- 15.3 No period greater than 15 months shall elapse between one annual general meeting and the next.

16. Extraordinary General Meeting

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 Club Chair of a written/electronic requisition signed by not less than one-third of the Members stating the purposes for which the meeting is required and the resolutions proposed.

17. Procedures at the Annual and Extraordinary General Meetings

- 17.1 The Club Chair shall send to each Member notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 5 working 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.
- 17.2 The quorum for the annual and extraordinary general meetings shall be 5 Members of the Club.
- 17.3 The Chair, or in their absence the Vice-Chair, shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting, or have signified their inability to be present at the meeting, the Members present may choose one of the other Management Committee Members present to preside, and if no other Management Committee Members is present or willing to preside the Members present may choose one of their number to chair the meeting.
- 17.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start or, if during a meeting, a quorum ceases to be present, the chair of the meeting must adjourn it. When adjourning an annual or extraordinary general meeting the chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Management Committee Members. The chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned, the Club must give at least 5 working days' notice to the persons to whom notice of the Club's meetings is required to be given in accordance with Rule 15.2. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 17.5 The Management Committee Members may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 17.6 A Management Committee Member shall take minutes at annual and extraordinary general meetings.

18. Change of Club Name

The name of the Club may be changed by a decision of the Management Committee or a special resolution of the Members.

19. **Finances**

- 19.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.
- 19.2 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. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, Management Committee Member, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a Management Committee Member, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.
- 19.4 The Club may pay any reasonable expenses that the Management Committee Members properly incur in connection with their attendance at meetings of the Management Committee or at annual or other general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 19.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 19.6 Full accounts of the financial affairs of the Club shall be prepared each year.

20. **Borrowing**

- 20.1 The Management Committee may borrow a maximum total amount of £1,000.00 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.
- 20.2 When so borrowing the Management Committee shall have the 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.
- 20.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 20.4 The persons in whom the property is vested in accordance with Rule 21 shall, at the discretion of the Management 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 Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

21. **Property**

- 21.1 The property of the Club, other than cash at the bank, shall be vested in two or more persons to deal with the property in accordance with the Constitution. They shall deal with the property as directed by resolution of the Management Committee and entry in the meeting minutes shall be conclusive evidence of such a resolution.
- 21.2 These persons shall be indemnified out of the assets of the Club by the Club, and the Management Committee shall pay all costs, losses and expenses which any such persons 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 in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Management Committee may give to any person, 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.

22. Limitation of Liability

The Member's liability under the indemnities at Rule 3.7 and Rule 21.2 is limited to the assets of the Club.

23. 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 this Constitution, the rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code.

24. Means of Communication to be Used

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 24.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 24.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 24.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 24.4 if sent or supplied by means of a website (including social media sites), when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule, no account shall be taken of any part of a day that is not a Business Day.

25. Dissolution

- 25.1 A resolution to dissolve the Club shall be proposed only at a general meeting and shall be passed by a special resolution of the Members present and voting.
- 25.2 The dissolution shall take effect from the date of the resolution and the Management Committee Members shall be responsible for the winding-up of the assets and liabilities of the Club.
- 25.3 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.

26. **Alteration of the Constitution**

This Constitution may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of 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.

27. **Regulations and Standing Orders**

The Management Committee shall have power to make, repeal and amend such regulations as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.