

# TOTTERIDGE TENNIS AND SOCIAL CLUB

## CLUB RULES AS AT 19<sup>TH</sup> OCTOBER 2011

### 1. Name

The Club, founded on 1<sup>ST</sup> May 1948, formerly known as Totteridge Sports Club, shall be named Totteridge Tennis Club (hereinafter referred to as "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 Middlesex County Lawn Tennis Association;
- "the Game" means the game of tennis;
- "the Secretary" means the person elected from time to time to be the honorary secretary of the Club in accordance with Rule 9;
- "the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;
- "LTA" means LTA CLG and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
- "Disciplinary Code" means the disciplinary code of the LTA in force from time to time
- "Rules" means the rules of the LTA as in force from time to time;
- "the Management Committee" means the committee appointed under Rule 9 to manage the Club;
- "member" means a member of the club admitted from time to time to membership of the Club in accordance with Rule 5;
- "the President" means the person appointed from time to time to be the president of the Club in accordance with Rule 9.12; and
- "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; 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) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;
- (b) to provide and maintain a Clubhouse and other facilities for its members at the premises known as Oak Tree Sports Ground, Totteridge, London N20 8QL.
- (c) to promote, improve, develop and support the interests of tennis;

- (d) to such other benefits to its members as it shall think fit;
- (e) 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;
- (f) 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);
- (g) 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 to 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 members club. Subject to Rule 26.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of 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.

#### **5. Membership**

##### *5.1 Eligibility for membership*

- 5.1.1 Persons of either sex are eligible for membership of the Club 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, occupation, sexual orientation, 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 Committee shall have power to limit the numbers of Members in any class, if they consider this necessary.
- 5.1.4 Honorary Membership shall be strictly limited and at the discretion of the Committee and shall only be conferred on any Member in recognition of exceptional services to the Club.

##### *5.2 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, in its absolute discretion, decide whether to admit that candidate as a Member. A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a Member before those two days have lapsed.

##### *5.3 Conditions of membership*

- 5.3.1 Each member agrees as a condition of membership:

(A) to be bound by and subject to these rules (as in force from time to time) <sup>1</sup>;

(B) to be bound by and subject to the Rules and the Disciplinary Code <sup>2</sup>.

5.3.2 Rule 5.3.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule [2(1)], should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

5.3.3 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

#### 5.4 *Classes of Members*

5.4.1 Membership of the Club shall be divided into such classes as the Committee shall from time to time decide. The Committee may require that Membership of any class be subject to concurrent Membership of Totteridge Social Club. The following are the present classes of members of the Club:

Full Member

Midweek Member

Senior Member

Young Adult

Junior Member

Cadet Member

Parent Member

Social Member

The committee may add to or subtract from the classes of membership.

5.4.2 Only Full, Midweek, Senior and Young Adult Members shall be entitled to receive notice of, attend and vote at general meetings. A Member other than a Full, Midweek, Senior and Young Adult Member shall be entitled to all the other privileges of membership relevant to this class of membership.

#### 5.5 *Subscriptions*

5.5.1 The entrance fee and annual subscription for each type of Member (including any discounts and/or surcharges) shall be determined from time to time by the Management Committee.

5.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.

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<sup>1</sup> This means that each member of the club agrees to be bound by the rules of the club.

<sup>2</sup> This means that each member of the club agrees to be bound by the LTA's Rules and Disciplinary Code.

- 5.5.3 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.
- 5.5.4 Any Member whose entrance fee or subscription is not paid by 25<sup>th</sup> April shall be deemed to have resigned his membership of the Club.
- 5.5.5 The subscription year runs from 1<sup>st</sup> March to the last day in February in the following year. Fees for all Members shall be due and payable annually in advance.
- 5.5.6 The subscription fee and entrance fee (if applicable) of a new Member shall be due on notification of election or within fourteen days. Alternatively, it may be paid with the Membership application, in which case (1) it shall be repaid if election to Membership does not take place (2) at the discretion of the Secretary and one other Committee member, the candidate may be allowed to use the Club's facilities, pending the Committee's consideration of the application.

## **6. Resignation**

A Member may withdraw from membership of the Club on seven days 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 the power to terminate or suspend the Membership of any Member or visitor whom it considers guilty of a breach of the Club's Rules or Regulations or of misconduct or offensive behaviour to any other Member, visitor or employee, whether on the Club's premises or otherwise.
- 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 [or his/her representative] shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The member must not be expelled unless a majority 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**

- 8.1 Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and has no right to the return of any part of the subscription. [The Management Committee may, however, refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.]
- 8.2 Any Member whose Membership has been suspended or terminated under Rule 7 shall not be allowed to be introduced by any other Member as a Guest, Visitor or otherwise.

## **9. The Management Committee**

- 9.1. The management of the Club shall be in the entire control of a Committee of the following 12 members elected as officers each year at the Annual General Meeting of the Club:-
- (a) the Chairman;
  - (b) the Vice-Chairman;
  - (c) the Secretary;
  - (d) the Treasurer;
  - (e) the Membership Secretary;
  - (f) the Fixture Secretary;
  - (g) the Ladies Captain;
  - (h) the Men's Captain;
  - (i) the Press Secretary;
  - (j) the Tournament Secretary;
  - (k) the Ground and Equipment Secretary;
  - (l) the Juniors' Secretary;
  - (m) no more than 2 other Members elected annually at the annual general meeting. 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 The club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the club can enforce any breach at its option and in its sole discretion <sup>3</sup>.
- 9.3 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules 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 members of the Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
- 9.4 The Secretary shall each year post up a nomination form in the clubhouse 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 to fill any vacancies that have arisen must be nominated by any two Full, Midweek, Senior or Young Adult Members on the form prescribed by the Management Committee and must be submitted to the Secretary by such date as the Management Committee shall prescribe each year. No Member may nominate more than one candidate for any one vacancy.
- 9.5 Any person nominated as a member of the Management Committee must be a Full, Midweek, Senior or Young Adult Member of not less than one years' standing.
- 9.6 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be

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<sup>3</sup> This means that the members of the club's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

declared elected unopposed for that particular vacancy at the next annual general meeting. 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.

- 9.7 The Management 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).
- 9.8 If more than one of the offices is held by a single person no extra Committee vacancy shall be thereby created, although, in addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 2 further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.9 Retiring members of the Management Committee may be re-elected.
- 9.10 A member of the Management 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) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
  - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
  - (d) he resigns his office by notice to the Club; or
  - (e) he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
  - (f) 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
  - (g) he is requested to resign by a majority of the other Management Committee members acting together.
- 9.11 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 membership. 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.
- 9.12 The Committee shall annually elect an Honorary President of the Club, who shall be an ex-officio member of the Committee. The Committee may also elect one or more Vice-President as may be decided from time to time
- 9.13 Unless the Committee otherwise resolves, any Committee Member receiving a pecuniary advantage from the supply of goods or services to the Club shall account therefor.

## **10. Proceedings of the Management Committee**

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year and at intervals of not more than

three months. The quorum for such meetings shall be 6. 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 fewer than seven days' notice of a meeting.

- 10.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management 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 fifteen minutes after the time appointed for the meeting, the Vice-Chairman shall preside. If there is no Vice-Chairman or if he is unwilling to preside, or if he is not present within fifteen minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
- 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 (or the acting chairman of that meeting) shall have a casting or additional 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.
- 10.6.1 The Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the Members who are ex-officio Members of the Committee and are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Management Committee or until a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting.
- 10.6.2 The Trustees shall take responsibility for the Lease between the Club and the London Borough of Barnet. The Trustees shall not be held personally liable in any matter relating to the Lease and the London Borough of Barnet. The Trustees shall also be responsible for the property of the club other than cash at bank subject to Paragraph 24 hereafter. On the death, resignation or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his place.
- 10.7 The number of Trustees shall not be more than four or less than two.
- 10.8 Members of the Committee shall not be liable (otherwise than as Members) for any loss suffered by the Club as a result of the discharge of their respective duties on its behalf, except such loss as arises from their respective willful default. The members of the Management Committee shall be entitled to an indemnity 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.

## **11. Annual general meeting**

- 11.1 The annual general meeting of the Club shall be held each year in the month of October or November to transact the following business:
- (a) The confirmation of the minutes of the previous Annual General Meeting and or any subsequent Extraordinary General Meetings.
  - (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, the auditor's report

on the accounts and the Treasurer's report as to the financial position of the Club;

- (d) to remove and elect the auditor or confirm that he remain in office;
- (e) to elect the Club Officers and other members of the Management Committee; the officers for the immediately preceding year being eligible for re-election.
- (f) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- (g) to deal with any other matters which the Management Committee desires to bring before the membership.
- (h) Further business which may be accepted at the discretion of the Chairman. Such further business is subject to Paragraph 13.7 hereafter. However, any business which calls for an alteration of Rules, the winding up of the Club, the transfer of any of the Club's assets, the borrowing of money, or any expenditure not within the immediate financial resources of the Club shall be subject to Paragraph 11.2 hereafter.

11.2 Any Member wishing to propose a resolution at the Annual General Meeting must send a copy thereof to the Secretary thirty days prior to the date of the meeting so that provision may be made on the agenda, where the proposal shall be quoted verbatim.

11.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

## **12. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee or must be called within one month of receipt by the Secretary of a requisition in writing signed by the lesser of twenty members or one-fifth of the total Membership, entitled to vote at a General Meeting, stating the purposes for which the meeting is required and the resolutions proposed. Unless the Extraordinary General Meeting originates from the Committee the cost of circulating the Members shall be borne by the signatories of the request. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of one month commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

## **13. Procedures at the annual and extraordinary general meetings**

13.1 The Secretary shall send to each Member at his last known address written notice of the date, time and place of the general meeting at least six weeks before the meeting. Details of the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year shall be sent, at least ten 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 The quorum for the annual and extraordinary general meetings shall be 30 Club Members entitled to vote. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

13.3 The Chairman 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 Management Committee present to preside and if no other member of the Management 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 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 chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chairman 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 members of the Management Committee. The chairman 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 Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 13.1. 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.
- 13.5 Members of the Management Committee 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.
- 13.6 Every Member shall be entitled to be present and to speak at any General Meeting and [with the exception of Members under the age of 18 years old, Junior Members and Temporary Members] to stand for election to the Committee, propose or second a candidate and to vote thereat. All nominations for election to the Committee shall have the consent of the nominee.
- 13.7 Each Full, Midweek, Senior and Young Adult Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting, except where such a motion falls within the provisos of Rule 11.1 (h) hereof where a two-thirds majority shall be required to carry the motion. [In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.]
- 13.8 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.
- 13.9 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.10 There shall be no right for a Member to vote by proxy.

#### **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 the Management Committee or a sub-committee of not less than three Committee Members being Members over the age of 18 and elected for that purpose by the Members.
- 14.2 If any member of the sub-committee for any reason ceases to be a Member, he automatically ceases to be a member of the sub-committee, and another member of the Management 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.

## **16. Guests**

- 16.1 Any Adult 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.
- 16.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 16.1 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.
- 16.3 No one may be admitted as a guest on more than three occasions in any calendar year.

## **17. Opening of Club premises**

The Club is open between 7.30am and 11.00pm on each day or at such other times or for such other periods as the Management 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 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.
- 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 Secretary must give written notice of the alteration or addition to the proper Licensing Authority and to the Chief of Police.

## **20. 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. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## **21. Coaches and players**

The club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the club can enforce any breach at its option and in its sole discretion <sup>4</sup>.

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<sup>4</sup> This means that each club is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.

## **22. Finance**

- 22.1 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. No sum shall be drawn from that account except by cheque signed by two of the five signatories who shall be selected by the Management Committee. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 22.2 Subject to Rule 26.3, 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.
- 22.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Management Committee, 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.
- 22.4 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary 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.
- 22.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 22.6 Full accounts of the financial affairs of the Club shall be prepared each year. A report on these accounts shall be prepared by an auditor.
- 22.7 Except for the purposes of subscriptions, the Club's financial year shall run from 1<sup>st</sup> August to 31<sup>st</sup> July and the accounts submitted to the Annual General Meeting shall be prepared accordingly.

## **23. Borrowing**

- 23.1 The Management Committee may borrow a maximum total amount of £75,000 on behalf of the Club [with the maximum amount of commercial borrowing at £30,000] 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.
- 23.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and 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.
- 23.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 23.4 The Trustees 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.

## **24. Property**

- 24.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. 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.

24.2 The Trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

## **25. Notices**

25.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.

25.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.

25.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

25.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

## **26. Dissolution**

26.1 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 two-thirds of the Members present and voting.

26.2 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.

26.3 Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives

## **27. Injury, Loss of Property Etc**

27.1 Members or visitors leaving unattended vehicles, rackets, clothing or any 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 whatsoever.

## **28. Rules and Regulations**

A copy of these Rules and of the Regulations made by the Committee (including any amendments thereto) shall be prominently displayed at all times on the Club notice board and all Members shall be deemed conversant therewith.