

## SHOTLEY & BENFIELDSIDE TENNIS CLUB - RULES

### 1) NAME

The name of the Club shall be "Shotley and Benfieldside Tennis Club"

### 2) OBJECTIVES

The objectives of the Club shall be: -

- (i) To promote the sport of tennis and encourage community participation in the same.
- (ii) To maintain the Club House & the tennis club grounds at Benfield Close for the benefit of Members.
- (iii) To build and maintain a strong relationship with the local community and provide access to the Club's facilities for the benefit of the community.
- (iv) The Club shall be non profit making.
- (v) 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 and the local community, 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.  
Any profits will not be distributed amongst its Members, but shall go back into the Club.

### 3) MEMBERSHIP

- (i) The Club shall consist of not more than 500 (due to available facilities) or less than 25 members, being a total of all the members of the categories as set out in Appendix A. The number of Members of each category shall not exceed the maximum which may be fixed from time to time by the Management Committee.
- (ii) 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.
- (iii) Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.
- (iv) Each Member of each category shall pay the subscriptions set at the A.G.M. & listed in Appendix A, & have the respective voting rights as set out in Appendix A. Discounts will be given as set out in Appendix A. Further discounts may be available later in the subscription year at the discretion of the Management Committee.
- (v) A bona fide student over 18 years of age at an Institution of Higher Education may at the absolute discretion of the Management Committee, be eligible for membership as a Senior Concession Member.
- (vi) A present/former Member who is a bona fide student over 18 years of age at an Institution of Higher Education out of the area may at the absolute discretion of the Management Committee, be eligible for temporary membership as a Student "Holiday" Member & pay fees as specified in Appendix A for periods when they are at home
- (vii) Senior Concession Members shall be those who are 18 years of age or over on the 1<sup>st</sup> January in the year that the subscription is payable, & who are either of State Pension age or unemployed & in receipt of unemployment benefit/income support. They shall be eligible to pay the special reduced rate specified in Appendix A & shall have the same rights as Senior Members.
- (viii) Junior Members shall be those who are under 18 years of age on the 1<sup>st</sup> January in the year that the subscription is payable.
- (ix) Restricted Members shall be at least 18 years of age on the 1<sup>st</sup> January in the year that the subscription is payable, & will only be able to play on Saturday afternoons/evenings, Friday evenings, & up to 5 p.m. on weekdays exc. Bank Holidays, subject to the courts not being used for matches, or tournaments, or coaching. Such Members will not be eligible to play in matches.
- (x) Matches Only Members shall be at least 18 years of age on the 1<sup>st</sup> January in the year that the subscription is payable, & will only be able to play in matches & match practice sessions.
- (xi) Senior Members shall be at least 18 years of age on the 1<sup>st</sup> January in the year that the subscription is payable
- (xii) Guardian members shall be over 18 years of age on the 1<sup>st</sup> January in the year that the subscription is payable, & the guardian of a junior member, & will be able to play only with their child & only between 4p.m. & 6p.m. weekdays excluding bank holidays or at other times if courts not required.
- (xiii) Life Membership shall be available to Members on payment of 10 times the current full senior subscription. Those Life Members who are at least 18 years of age shall have the same rights as Senior Members. From time to time, a discount may be available at the discretion of the Management Committee in order to raise funds. Whenever a discount is available it will be specified in Appendix A.
- (xiv) Honorary Membership - to be conferred annually by the Management Committee. Those Honorary Members who are at least 18 years of age shall have the same rights as Senior Members.

### 4) ELECTION OF MEMBERS

- (i) Members with voting rights (see table in Appendix A) may act as proposer or seconder of a candidate for admission as a new member, provided that they have been such members for at least 2 full years.
- (ii) The election of all new Members shall be in the hands of the Management Committee. All applications for membership shall be made on an appropriate form provided for that purpose, & on which shall be entered the full name & address of the candidate & shall be signed by the proposer & seconder in accordance with Rule 8. The Membership Committee may consider applications made without a proposer & seconder. Membership will only be refused if the Membership Committee believe that the applicant would be a disruptive influence or prejudice the good conduct of the Club. There will be an interval of at least 2 days between nomination/application for membership & admission.
- (iii) No newly elected Member shall participate in the privileges of the Club until the 1<sup>st</sup> subscription has been paid, & there has been an interval of at least 2 days between their becoming Members & their admission. If

payment is not made within one month of the election, then the election shall be void unless sufficient cause be shown to the satisfaction of the Management Committee.

#### 5) MEMBERS IN ARREARS

- (i) All annual subscriptions, except as provided by Rule 4 (iii), shall be due on the 1<sup>st</sup> April in each year, & if not paid in full by one month from that date a surcharge will be payable as specified in Appendix A. If the subscription has not been paid by 1<sup>st</sup> May in the same year then unless the Member is paying in monthly instalments, the defaulter shall cease to be a member of the Club. If the Member is paying in monthly instalments, then the Subscription must be paid in full by 30<sup>th</sup> November in the same year or membership shall cease.
- (ii) A defaulter may at the discretion of the Committee be re-admitted to membership on payment of all arrears & any fines that the Management Committee deem to be appropriate.

#### 6) RESIGNATION

Any Member may resign his/her membership by giving to the Treasurer notice in writing to that effect, provided that, if notice be given after 1<sup>st</sup> April in any year, such Member shall be liable to pay his/her subscription for that full year.

#### 7) EXPULSION OF MEMBERS

If at any time the Management Committee shall be of the opinion that the interests of the Club so require, they may by letter invite any Member to resign from the club within a time specified in the letter. If his/her resignation is not received within the specified time, the question of his/her expulsion shall be submitted to an extraordinary General Meeting to be held within the following 3 weeks. The Member whose expulsion is sought shall be allowed to offer an explanation of his/her conduct to the meeting verbally or in writing, & if 2/3rds of the Members present shall vote for his/her expulsion he/she shall thereupon cease to be a Member of the Club or to have any claim on Club property & shall not be entitled to any refund of any part of any subscription paid. The voting at any such meeting shall be by ballot.

#### 8) OFFICERS & MANAGEMENT

Any Member with voting rights who has paid all subscriptions due shall be eligible to act as:-

- (i) An Officer of the Club;
- (ii) A Member of the Management Committee;
- (iii) Proposer or seconder of another Member of the Management Committee
- (iii) Proposer or seconder of anyone wishing to become a Member of the Club

The Officers of the Club are listed in Appendix A.

New Offices may be created at the discretion of the Management Committee.

#### 9) ELECTION OF OFFICERS & COMMITTEE

The Officers of the Club shall be nominated & elected at the Annual General Meeting as follows, & shall hold office until the next Annual General Meeting or until ceasing to hold office under Rule 11.

- (i) The Member's consent to stand for election as an Officer of the Club must be obtained.
- (ii) The Member must be proposed & seconded within 30 days before the Annual General Meeting, or at the Annual General Meeting, by eligible Members in accordance with Rule 8
- (iii) Where there is only one nominated member for an Office, voting will be by a show of hands at the Annual General Meeting.
- (iv) Where there are two or more nominated members for an Office, voting will be by a ballot at the Annual General Meeting. Each Member entitled to vote (see Appendix A) shall place a cross beside their chosen candidate for each Office. In the event of a tie, the Chairman of the Meeting will have the casting vote.
- (v) A declaration by the Chairman of the Meeting to the effect that a Member has been elected as an Officer of the Club in accordance with the provisions of Rule 9 shall be conclusive.
- (vi) All Officers of the Club will be Members of the Management Committee.

#### 10) THE BAR

- (i) The Bar will be managed by a committee known as the Bar Committee, whose members are members of the Club; have attained the age of 18 years; & are elected by the Members of the Club.
- (ii) The Bar Committee shall control the purchase of & the supply of intoxicating liquor to the Club & the supply of other consumables for sale from the Bar, & shall have power to purchase such articles & do all such things as may be necessary for these purposes.
- (iii) The Bar Committee shall have due regard to any resolution or recommendation of any General Meeting, but shall not be bound to give effect to the same if in his/her judgement, such action would be injurious to the best interest of the Club. The Bar Committee shall not enter into any agreement binding the Club to purchase exciseables from any person or persons, firm or other body whether corporate or incorporate, or in any way to part with their absolute control & that of the Club Members over the supply of exciseable articles to the Club. The Bar Committee will account to the Treasurer at least every 3 months & agree with the Treasurer as to the amount of cash funds & other monetary payments which are then due & payable from the Bar Account to the Club Account.
- (iv) No person shall receive commission or derive pecuniary advantage at the expense of the Club, with reference to the purchase of alcohol by the Club.
- (v) No person shall directly or indirectly derive pecuniary benefit from the supply of alcohol to members or guests, by or on behalf of the Club, apart from .

- (a) Any benefit accruing to the Club as a whole, or
- (b) Any benefit which a person derives indirectly by reason of the supply giving rise or contributing to a general gain from the carrying on of the Club.
- (vi) Only Members of the Club who have the express permission of The Bar Committee may enter the Club Bar or Beer Cellar, or serve or receive bar stock.

#### 11) VACANCIES FOR OFFICERS

- (i) Any Member holding office as an Officer of the Club shall cease to hold office when any of the following happens: -
  - a) On the death of such Member;
  - b) On such Member giving notice in writing to the Secretary of his intention to retire from office;
  - c) On such Member ceasing to be a Member of the Club;
  - d) On such Member being found lunatic or being adjudged bankrupt.
- (ii) In the event of the office becoming vacant, the Management Committee will appoint a replacement if it deems it inappropriate to wait for the next Annual General Meeting. Any Member so appointed by the Management Committee shall take the place of the retiring Officer.

#### 12) MANAGEMENT COMMITTEE

- (i) The Chairman shall preside at all Meetings of the Management Committee at which he/she is present. In the Chairman's absence, a Chairman shall be chosen by the Committee to chair the Meeting. In the case of an equality of votes on any question, the Chairman of the Meeting shall have a second or casting vote.
- (ii) The quorum for Management Committee shall be 2/3rds of the number of officials serving on the Management Committee in any one year.
- (iii) Each member of 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.
- (iv) 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.

#### 13) MEETINGS OF THE CLUB

- (i) The Annual General Meeting of the Club shall be held on such date in January/February/March of every year as the Management Committee may conveniently fix. The business to be transacted thereat shall include the appointment of Officers, the consideration of the Treasurer's Financial Statement & the other Officers' Annual Reports, & other general business.
- (ii) An Extraordinary General Meeting of the Club may be called at any time by direction of the Management Committee, or on the requisition in writing addressed to the Secretary, of not less than 10 Members entitled to vote. Any such requisition shall specify the business to be considered & no business other than that specified shall be taken at any such Extraordinary General Meeting.
- (iii) Any Meeting of the Club may, by resolution of the Members there present, be adjourned either as to time or place or both, & no further summons shall be requisite for such adjourned meeting, but no business shall be done thereat, except such as has been left undone at the Meeting from which such adjournment took place.
- (iv) The Chair shall be taken by the President, or in his/her absence the Chairman, or failing them, any Member of the Management Committee present. If none are present, then any Member present & entitled to vote, as the Meeting shall choose.
- (v) In the case of an equality of votes on any question, the Chairman of the Meeting shall have a second or casting vote.
- (vi) 15 Members present & entitled to vote shall form a quorum for all meetings of the Club.
- (vii) If a quorum of the Members is not present at the expiration of 15 minutes after the time at which any Meeting of the Club is appointed to be held, then the Members present & entitled to vote shall be deemed to form a quorum.
- (viii) Subject to the provisions of these rules, all discussions shall be conducted in such manner as the Chairman for the time being shall direct, & all questions which shall be brought before the Meeting shall be decided by a majority on a show of hands. A declaration by the Chairman that a resolution has been carried shall be sufficient evidence of the fact.

#### 14) NOTICE OF MEETINGS

The Secretary or Treasurer shall 10 clear days before any Extraordinary General Meeting or Annual General Meeting give written notice to each Member thereof, specifying the time & place & business to be transacted. Notices sent to the last known address of a Member shall be deemed valid & sufficient for all purposes.

#### 15) CHANGE OF ADDRESSES OF MEMBERS

Every Member shall give notice in writing to the Treasurer of any change of address, otherwise all notices & letters sent to the last known address of Members shall be considered duly delivered.

## 16) CLUB PROPERTY

- (i) The Clubhouse & its contents & all other assets are the property of the Club
- (ii) The Clubhouse & its appurtenances shall be insured annually against fire to the full insurable value thereof.

## 17) SELECTION FOR MATCHES

- (i) Only certain Membership categories will be eligible for matches - see appendix A
- (ii) Teams comprising eligible Members shall be selected by the Ladies & Gents Captains, or by the appointed individual team captains.

## 18) POWERS OF BORROWING

- (i) The Club shall have power to borrow money for the purposes of the Club, & to give security & secure the repayment of any money borrowed, provided that the amount of money borrowed for the time being remaining undischarged shall not exceed £100,000.
- (ii) The Management Committee shall have power to determine from time to time the terms and conditions upon which money is borrowed, & to vary such terms & conditions.

## 19) BANK ACCOUNTS

- (i) Bank Account(s) shall be opened in the name of "Shotley & Benfieldside Tennis Club" with a Bank or Banks approved by the Management Committee & all monies which are from time to time received by the Treasurer on account of the Club will be paid into such Bank Account(s).
- (ii) All payments from these accounts shall require the authorisation and signature of the Treasurer and one other approved signatory who shall be a Committee member. Statements from these accounts shall be received monthly by the Treasurer and the Chairman.
- (iii) The Treasurer shall report on the financial and management accounts of the Club to every Committee meeting. Annual accounts shall be independently audited and presented to the Annual General Meeting for approval by the members.
- (iv) A Bank Account shall be opened in the name of "Shotley & Benfieldside Tennis Club Bar Account" with a Bank approved by the Management Committee & all moneys which are from time to time received by the Bar Manager on account of the Club will be paid into such Bank Account. From time to time but at least once a year any surplus funds in this bar account will be transferred to the aforementioned Shotley & Benfieldside Tennis Club Account(s).

## 20) PERMITTED HOURS & RULES FOR SUPPLY OF INTOXICANTS

- (i) The permitted hours which intoxicating liquor may be supplied in the Clubhouse shall be such as may from time to time be approved by the Management Committee or Bar Manager in accordance with the provisions of the Licensing Act 2003 & as notified to the Clerk to the Magistrates.
- (ii) Members & their guests may be admitted to the Club premises & intoxicating liquor may be supplied by & on behalf of the Club to such Members & their guests for consumption on the premises only.
- (iii) Members & Officials of visiting teams may be admitted to the Club premises & intoxicating liquor may be supplied by & on behalf of the Club to such members & officials of visiting teams for consumption on the premises only.
- (iv) No person under the age of 18 years shall be allowed to purchase, be served with or consume intoxicating liquor in the Clubhouse or on the Club premises.

## 21) VISITORS

Friends of paid-up Members may be introduced as guests subject to:-

- (i) Each guest being accompanied by the paid-up Member introducing such guest.
- (ii) Visitors fees being paid in advance of play - see Appendix A
- (iii) The courts not being required for existing Members or organised Tournaments/Coaching
- (iv) Each visitor is restricted to 3 visits per season.

## 22) KEYHOLDERS

- (i) Keys for the clubhouse &/or the courts &/or the grounds will remain the property of the Club. Any members issued with keys must agree to return the keys to the Management Committee if their membership ceases/is terminated. Members failing to return keys on request must pay a fee of 10 times the key rental charge prevalent at the time the return of key(s) is requested. Members will be required to sign a rental agreement form before being issued with keys. Any key rental monies paid will cover the period that access can be obtained using the aforementioned key(s). If it becomes necessary to change locks, then a further rental charge would be payable by existing keyholders, equal to the cost of having the new key(s) cut. The rental charges (other than replacement keys where new locks have to be fitted) are specified in Appendix A.
- (ii) Keys for the Clubhouse may be issued to Committee Members; paid-up Senior Members who have been members of the Club for at least 5 years; or anyone whom the Management Committee considers needs a key for the performance of his/her duties e.g. a cleaner.
- (iii) Keys for the artificial grass courts may be issued to Committee Members; paid-up Senior Members who have been members of the Club for at least 3 years; or at the discretion of the Management Committee to any paid-up Member over 18 years of age.

23) RULES & NOTICES

- (i) A copy of the Rules of the Club shall be displayed at all times on a notice board in the clubhouse
- (ii) No notices shall be displayed in the Clubhouse or on the Club premises, except by the authority of the Management Committee or an Officer of the Club.

24) ALTERATION OF RULES

The rules of the Club shall not be altered except by a resolution carried by 2/3rds of the Members present & entitled to vote, voting at the Annual General Meeting or an Extraordinary General Meeting. Except when submitted by the Management Committee, notice of such resolution shall be given in writing to the Secretary at least 14 days previous to the date of such meeting, & in any case, intimation thereof shall be given in writing by the Secretary to the Members at least 14 days previous to such date .

25) DISSOLUTION OF THE CLUB

In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities 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 approved sporting or charitable bodies:

- i) A registered charitable organisation(s).
- ii) Another Club which is a registered CASC.
- iii) The sports national governing body for use by them for related community sports.

26<sup>th</sup> March, 2016

APPENDIX A -

Membership Year 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2017

**MEMBERSHIP**

Category of Membership	Voting Rights	Eligibility to play in Matches	Subscription	Late Payment Surcharge if not paid by 30 <sup>th</sup> April 2014 (not applicable to new members)
Life Members	1 vote each unless under 18 years of age	YES	£1,400	-
Honorary Members	1 vote each unless under 18 years of age	YES	£0	-
Senior Members	1 vote each	YES	£140	10%
Senior Concession Members	1 vote each	YES	£120	10%
Student & Unemployed Members	1 vote each	YES	£90	10%
Student "Holiday" Members	None	YES	£15 per month	10%
Matches Only Members	None	YES	£85	10%
Junior Members n Y6 @ 1 <sup>st</sup> January 2016	None	YES	£30	10%
Junior Members n Y13 @ 1 <sup>st</sup> January 2016	None	YES	£50	10%
Social/Non Playing Members	None	NO	£10	10%
Full Family Members	1 vote each unless under 18 years of age	YES	£300	10%
Restricted Family Members	1 vote each unless under 18 years of age	NO	£120	
Guardian Members	None	NO	£40	10%

Discounts will be given on %Member+subs only, as follows:-

Country Membership Discount:-

Members resident over 10 miles away from club

25% discount on Members Subs

**OFFICERS OF THE CLUB**

Are as follows:-

President:	pending	Chairman:	Tony Pensom
Secretary:	Tony Pensom	Treasurer:	Phillip Nevin
Membership Secretary:	Yvonne Pensom	Welfare Officer:	Janet Atkinson
Social Tennis Organiser:	John Dille	Maintenance Manager:	David Graham
Club Head Coach:	Sam Stokoe	Match Secretary	Jonathan Severs
Equal Opportunities Officer, Child Protection Officer:	Sam Stokoe	Bar Manager:	Geoff Telford
Junior Organiser	Andrew Rudge	Committee Member:	Shannon Nicholson
Committee Member:	Connor Ates	Junior Representative:	Lily Mathison
Junior Representative:	Oran Kurowski		

**VISITORS FEES**

Are as follows:-

<u>SENIORS:</u>	£3 per visit
<u>Under 18 s:</u>	£2 per visit

**KEY RENTAL CHARGES**

Are as follows:-

<u>KEYS FOR CLUBHOUSE:</u>	£6.00	Or the cost of having the keys cut, whichever is the greater
<u>KEY FOR ACCESS/COURTS:</u>	£3.00	Or the cost of having the key cut, whichever is the greater