



*Downend & Frenchay Tennis Club*

## **DOWNEND AND FRENCHAY TENNIS CLUB RULES**

**March 2019**

### **1. Name**

The Club, established in 1906, is called Downend and Frenchay Tennis Club (formerly Downend and Fishponds Lawn Tennis Club) ("The Club"). It may also be known as DFTC and is registered and affiliated to the Lawn Tennis Association. The Club holds the status of an unincorporated association.

### **2. Definitions**

**2.1** "AT" means Avon Tennis. (Changed from The "CLTA" means County Lawn Tennis Association)

"LTA" means Lawn Tennis Association and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis

"The Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 10;

"The Secretary" means the person elected from time to time to be the secretary of the club in accordance with Rule 10;

"The Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 10;

"The Management Committee" means the committee appointed under Rule 10 to manage the Club;

"Member" means a member of the club

"Disciplinary Code" means the disciplinary code of the LTA in force

“Rules” means the rules of the LTA are in force

**2.2** Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender and vice versa.

### **3. Objectives**

The objectives of the Club are:

**3.1** Principally to provide facilities for tennis and generally to promote, encourage and facilitate the playing of tennis together with social and other activities in the area of Downend and Frenchay and amongst the community.

**3.2** To provide and maintain Club premises and club-owned tennis equipment for the use of its members.

**3.3** To sell or supply food or drink as a social adjunct to the sporting purposes of the Club.

**3.4** To take and retain a membership of Avon Tennis (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 Avon Tennis 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.

**3.5** 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;

**3.6** 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;

**3.7** 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 AT (as appropriate);

**3.8** To make donations or offer support to tennis clubs, which are charities or community, amateur sports clubs;

**3.9** To do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

**3.10** To ensure duty of care to all members of the club;

**3.11** To ensure all services are provided in a way that is fair to everyone.

## **4. Application of Surplus Funds**

**4.1** The Club is a non-profit making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than to another community amateur sports club for tennis, to the LTA for use in community related tennis initiatives, or to a registered charitable organisation, on winding-up or dissolution 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 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**

**5.1.1** Each member (of each class) agrees as a condition of membership:

(a) To be bound by and subject to these rules (as in force from time to time);

(b) To be bound by and subject to the Rules and the Disciplinary Code

**5.1.2** Rule 5.1.1 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 5.1 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.

**5.1.3** The Management Committee may, subject to Rule 9, 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.

## 5.2 Eligibility for membership

5.2.1 Persons of either sex are eligible for full 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, and political or other beliefs.

5.2.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.2.3 The number of Members should be limited to 450.

## 5.3 Admission of Members

5.4.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide; 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. Classes of Members

5.4.1 There shall be the following classes of members of the Club:

Full Adult Member - over 18

Junior Member- aged 10-17

Child aged 5-10

Mini under 5

Student Member

Other membership categories maybe awarded at the discretion of the committee, eg Household, Trial & honorary.

5.4.2 Only Full Adult Members shall be entitled to receive notice of, attend and vote at general meetings. The other Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

All Members shall be subject to these Rules and the Regulations of the club and shall abide by the Rules and Regulations of the LTA and the relevant AT, from time to time in force.

## 5.5 Subscriptions

**5.5.1** The annual subscription for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall use its best endeavours to ensure that the fees set by it do not preclude membership of the Club.

**5.5.2** The Members shall pay an annual subscription fee set by the Management Committee from time to time.

**5.5.3** No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid his first annual subscription.

**5.5.4** Any Member whose completion of their membership form or subscription is not paid by such date as the Management Committee shall decide each year or more than three months in arrears shall be deemed to have resigned his membership of the Club. If the member subsequently wishes to re-join the Club he will have to do so as a new member and pay the annual fees and any discretionary administration fees applicable. Refer clause 5.3

## **6. Equal Opportunities**

**6.1** The Club is committed to ensuring that equity and equal opportunities is incorporated across all aspects of its development.

**6.2** The Club respects the rights, dignity and worth of every person and will treat everyone equally within the context of tennis, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.

**6.3** The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.

**6.4** All club members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.

**6.5** The Club will deal with any incidence of discriminatory behaviour seriously, according to club disciplinary procedures.

## **7. 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.

Coaches providing services on behalf of the club must have a current contract in place and must hold a current LTA accreditation.

## **8. Resignation**

A Member may withdraw from membership of the Club on one Calendar 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.

## **9. Expulsion**

**9.1** The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him to remain a Member.

**9.2** 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.

**9.3** 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.

**9.4** 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.

## **10. 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. 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.

## **11. The Management Committee**

**11.1** 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.

**11.2** The Club shall be managed by a Management Committee consisting of:

- (a) The Chairman; (b) the Secretary; (c) the Treasurer;
- (d) Welfare Officer with responsibility for Child Protection
- (e) No more than 5 other Members elected annually at the annual general meeting members

Wherever possible the make up of the committee members shall include a cross section representation of members.

**11.3** 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 to fill any vacancies that have arisen must be nominated by any 2 Full 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 and must be signed by the candidate. No Member may nominate more than one candidate for any one vacancy.

**11.4** Any person nominated as a member of the Management Committee must be a Full Member and must have been a member of the Club for at least one calendar year.

**11.5** If there is only one candidate nominated to fill any particular vacancy, that candidate shall be 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.

**11.6** 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 reelection or election (as the case may be).

**11.7** In addition to the members elected or appointed in accordance with this Rule 10, 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.

**11.8** The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.

**11.9** 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) He is, or may be, suffering from mental disorder; or
- (c) He resigns his office by notice to the Club; or
- (d) 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
- (e) 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 AT or the LTA; or
- (f) He is requested to resign by not less than two-thirds of the other Management Committee members acting together.

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

**12.1** Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 7 meetings including the AGM each year. The quorum for such meetings shall be four. 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.

**12.2** The Chairman shall be the chairman of the Management Committee and 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 not present within fifteen minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their numbers to be chairman of the meeting.



**12.3** 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.

**12.4** 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 subcommittees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

**12.5** 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.

**12.6** 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.

### **13. Annual general meeting**

**13.1** 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:

- (a) Approve the minutes of the previous years AGM
- (b) To receive the Chairman and Secretary'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
- (d) Treasurer's report on the financial position of the Club (to ensure auditor is suitably qualified to audit accounts)
- (e) To elect the Officers and other members of the Management Committee;
- (f) To decide on any resolution which may be duly submitted in accordance with Rule 13.2 below;
- (g) To deal with any other matters which the Management Committee desires to bring before the membership.
- (h) Consider any proposed changes to the Constitution/Rules

Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than [28] days before the meeting.

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

#### **14. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 10 days of receipt by the Secretary of a requisition in writing signed by not less than 10 Members stating the purposes for which the meeting is required and the resolutions proposed.

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

**15.1** The Secretary shall send to each Member at his last known address, or by electronic mail, written notice of the date of the general meeting together with the resolutions to be proposed at least 10 days before the meeting.

**15.2** The quorum for the annual and extraordinary general meetings shall be 10 Members

**15.3** 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.

**15.4** Each Full Member present shall have [one] vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.

**15.5** The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

**15.6** There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

## **16. 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.

## **17. Finance**

**17.1** 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. Moneys can be withdrawn from the account by way of cheque, electronic transfer or direct debit but for sums in excess of £750.00, authorisation must first of all be granted by two of three persons who shall be the Chairman, Secretary and Treasurer.

Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

**17.2** 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.

**17.3** 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.

**17.4** The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.

**17.5** Full accounts of the financial affairs of the Club shall be prepared each year. [These accounts shall be duly audited by the auditors or [independent person].] The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **18. Borrowing**

**18.1** The Management Committee will call an EGM to discuss and approve any borrowed monies on behalf of the Club for the purposes of the Club.

**18.2** 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. The Club must hold a general meeting to approve the grant of such security.

**18.3** The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## **19. Property**

The property of the Club, other than cash at the bank, shall be managed entirely by the Management Committee

## **20. Dissolution**

**20.1** 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. 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.

**20.2** Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall be paid to or distributed to the LTA for use in community related tennis initiatives, another community amateur sports club for lawn tennis or to a registered charitable organisation.

## **21. Guests**

**21.1** 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.

**21.2** The Member introducing a guest and any person introduced as a guest of the Management Committee, in accordance with Rule 21.1 must enter the name and contact details of the guest together with the name of the introducer in a book, which must be kept on the Club's premises.

**21.3** No one may be admitted as a guest on more than four occasions in any calendar year.

**21.4** No guest or non-member will be allowed to represent the Club in any formal or informal LTA affiliated competition.

**21.5** Parents of junior members (who are not themselves full members) may only use the court with the junior member.

## **22. Opening of the Club premises**

**22.1** The Club is open between 8am and 10pm on each day or at such other times or for such other periods, as the Management Committee shall decide. The Club's facilities shall be available to the Member without discrimination. Play outside of these times is prohibited unless in exceptional circumstances where play cannot be resumed the following day and the players are representing the Club in a LTA league match that has over-run. In which case the playing time may be extended until 10.30pm.

**22.2** The use of floodlights is prohibited after 10pm unless in exceptional circumstances where play cannot be resumed the following day and the players are representing the Club in an LTA league match that has over-run. In which case the playing time may be extended until 10.30pm.

## **23. Booking of Courts**

**23.1** Courts may be booked between seven days a week and during the periods 8am to 4pm and 6pm to 10pm.

**23.1.1** Courts may not be booked between Monday and Friday during the period 4pm and 6pm, these hours are reserved for Club coaching sessions. Courts are also not available for booking on Saturday between 9am and 12 noon, this time is reserved for Saturday Junior Member coaching

**23.2** Full Members may book courts 7 days in advance.

**23.3** Junior Members may book courts 4 days in advance.

## **24. Conduct at the Club**

**24.1** A maximum of 4 members on court at any one time unless under the guidance of a Club coach.

**24.2** After play the courts are to be left clear of any objects that may have been taken onto the court, these can include tennis balls, tennis ball cans, drinks containers and items of tennis clothing.

**24.3** The clubhouse is to be left clean and clear of any unwanted items, these can include tennis balls, tennis ball cans, drinks containers and items of tennis

clothing. Any mugs or glasses are to be washed and put back into the kitchen units.

**24.4** Members are to afford courtesy to all other Club members at all times.

**24.5** Club members are to immediately inform the Management Committee of any problem with the fabric of the Club these may include damaged items, such as windows, doors, toilets and electrical equipment, or any ingress of rainwater through roof leaks etc., or any other structural problem that needs to be dealt with.

## **25. Discipline and appeals**

**25.1** All concerns, allegations or reports of poor practice/abuse relating to the welfare of children and young people will be recorded and responded to swiftly and appropriately in accordance with the club's child protection policy and procedures. The Club Welfare Officer is the lead contact for all members in the event of any child protection concerns.

**25.2** All complaints regarding the behaviour of members should be presented and submitted in writing to the Secretary.

**25.3** The Management Committee (consisting of 3 people, however if an appeal the appeal would need to be to a different set of committee members) will meet to hear complaints within 28 days of complaint being logged. The committee has the power to take appropriate disciplinary action including the termination of membership.

**25.4** The outcome of a disciplinary hearing should be notified in writing to the person who lodged the complaint and the member against whom the complaint was made within 28 days of the hearing.

**25.5** There will be the right of appeal to the Management Committee following disciplinary action being announced. (The committee consisting of 3 different committee members) should consider the appeal within 28 days of the Secretary receiving the appeal.

## **26. Trustees**

**26.1** 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 willing to be so appointed. A Trustee shall hold office for a [five] year term, or until he or she shall resign by notice in writing given to the Management Committee or until a resolution removing him or her from office shall be passed at a general meeting by a special resolution of the Members present and voting.

**26.2** All property of the Club including land and investments shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Membership of the association for the time being.

**26.3** On the retirement, 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 or her place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment.

**26.4** The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

**26.5** The number of Trustees shall not be more than [four or less than two.]

**27. Alteration of the rules**

The constitution will only be changed through agreement by majority vote at the AGM or EGM by at least two thirds of voting Members present. This document is to be reviewed within 5 years from the date signed.

Constitution as agreed 28th March 2019

Signed by

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Chair: