



Downend & Frenchay Tennis Club

Constitution

Date reviewed: June 2021

Date of next review:

Downend and Frenchay Tennis Club (DFTC) Charitable Incorporated Organisation
(CIO)
Registered Charity No: 1195249

Constitution as a Charitable Incorporated Organisation

1. Name

The name of the Charitable Incorporated Organisation (“the Club”) is Downend and Frenchay Tennis Club

2. National location of principal office

The principal office of the CIO is in England.

3. Objectives

The objectives of the Club are for the promotion of community participation in healthy recreation for the benefit of the inhabitants of Bristol and South Gloucestershire by the provision and maintenance of facilities and coaching for playing tennis.

4. Powers

The Club has power to do anything, which is calculated to further its objectives, or is conducive or incidental to doing so. In particular, the Club’s powers include power to:

- (1) Raise money by means of yearly membership fees, pay and play fees, guest fees and match fees as determined or by grants for specific capital projects by the Management Committee at the Annual General Meeting
- (2) Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (3) Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (4) Sell, lease or otherwise dispose of all or any part of the property belonging to the Club. In exercising this power, the Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (5) Employ and remunerate such workforce as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to the charity trustees and connected persons) and provided it complies with the conditions of those clauses;
- (6) Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

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5. Application and Management of income and property

(1) The income and property of the Club, however derived, shall be applied solely towards the objectives of the Club as set out in Clause 3 of this Constitution. The Club will reinvest all surplus income or profits. No surpluses or assets will be distributed to members or third parties.

(a) A charity trustee is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club. (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011 (2) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not also a charity trustee receiving:

- (b) Benefit from the Club as a beneficiary of the Club;
- (c) Reasonable and proper remuneration for any goods or services supplied to the Club.

(3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment, which is authorised by Clause 6.

(4) All monies shall be lodged in a bank account in the name of the Club. (5) The Chair of Trustees & Treasurer shall each, individually, be authorised signatory to pay invoices on behalf of the Club from the Club's bank account.

(6) All expenditures of the Club shall be backed up by a receipt, which will be submitted to the Treasurer prior to payment. The Treasurer will keep a copy and record of all payment receipts.

(7) Commitments to expenditures in excess of £750 shall be subject to approval by a majority of the Trustees and signed off by the Chair of the Trustees (email approval acceptable).

(8) Invoices for such expenditures under (6) will be reviewed and approved by the Treasurer in writing prior to payment (email approval acceptable). (9) The financial year of the Club shall run between 1 April to 31 March.

6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

- (a) Buy or receive any goods or services from the Club on terms preferential to those applicable to members of the public;
- (b) Sell goods, services, or any interest in land to the Club.

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- (c) Be employed by, or receive any remuneration from, the Club
- (d) Receive any other financial benefit from the Club; unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees’ or connected persons’ benefits

- a) A charity trustee or connected person may receive a benefit from the Club as a beneficiary provided that it is available generally to the beneficiaries of the Club
- b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the charity trustee or connected person.
- d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate)
- e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The Club and its charity trustees may only rely upon the authority provided by sub-clause (2) (c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the Club and charity trustees or connected person supplying the goods (“the supplier”)
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

- (c) The other charity trustees are satisfied that it is in the best interests of the Club to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Club.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office is not in receipt of remuneration or payments authorised by clause 6.

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- a) Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club, which has not previously been declared; and
- b) Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting him or her from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the Club if it is wound up

If the Club is wound up, the members of the Club have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Membership of the Club

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(1) Admission of new members

(a) Eligibility

Membership of the Club is open to all who, by applying and paying for membership, have indicated their agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause. A member may be an individual, a corporate body, or [an individual or corporate body representing] an organisation, which is not incorporated. No person shall be refused membership on the grounds of race, colour, creed, religion, sex, sexual preference, impairment, or disability.

(b) Admission procedure

- (i) Registration with the Club, and all applications for membership and payment of subscriptions shall be made using the Club Website <http://www.downendandfrenchay.co.uk/membership/>
- (ii) Membership is annual from date of joining for twelve months. Membership shall lapse if payment for the new season has not been received by the member's renewal date, and as such, non members shall then not use the facilities of the Club and shall forfeit their right to representation at general meetings.
- (iii) The Club will keep a register of members, which will include details of their names, addresses and contact details.
- (iv) In considering applications for membership the charity trustees shall have regard to the playing facilities available, and may from time to time decide that the Club shall be closed to new applications for membership for such period as it may decide.

(c) Refusal of membership

- (i) The charity trustees shall be entitled to refuse any application for membership or renewal of any existing membership on the grounds that such membership would be prejudicial to the objectives of the Club as set out in Clause 2 of this constitution.
- (ii) An application for membership may be refused if the charity trustees believe that it is in the best interests of the Club for them to do so;
- (iii) if a decision is made to refuse an application for membership, the charity trustees will give the applicant their reasons for doing so, within 30 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (iv) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

(2) Transfer of membership

Membership of the Club cannot be transferred to anyone else or body. **(3)**

Duty of members

- a) It is the duty of each member of the Club to exercise their powers as a member of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club.
- b) All members are deemed to have accepted the regulations of this constitution and the rules and codes of conduct adopted by the Club.
- c) All members are deemed to have agreed to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

(4) Rights of members

- a) Coaching is only available to Club members, though non-members may request a trial coaching session (at the discretion of the Club Coach and committee)
- b) Each fully paid up adult member shall be entitled to attend, and vote at General or Annual General Meetings
- c) Fully paid up members may be elected and serve on the Board of Trustees
- d) All members shall be able to review a copy of this Constitution via the Club Website:
http://www.downendandfrenchay.co.uk/wp-content/uploads/2021/02/DFTC-constitution-VNov-20-.Word_.pdf

(5) Expulsion or Termination of membership

- (a) Membership of the Club comes to an end if:
 - (i) the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
 - (ii) the member sends a notice of resignation to the Board of Trustees; or
 - (iii) the Board of Trustees decide that it is in the best interests of the Club that the member in question should be suspended or removed from membership and pass a resolution to that effect.

- (b) Before the Board of Trustees take any decision to suspend or remove someone from membership of the Club they must:
 - (i) inform the member of the reasons why it is proposed to suspend or remove him, her or it from membership;

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- (ii) give the member at least 21 clear days' notice in which to make representations to the Board of Trustees as to why he, she or it should not be suspended or removed from membership;
- (iii) at a duly constituted meeting of the Board of Trustees, consider whether or not the member should be suspended or removed from membership;
- (iv) consider at that meeting any representations which the member makes as to why the member should not be suspended or removed; and
- (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

(6) Membership Categories

Members shall be enrolled in one of the following categories:

- Adult Member (from the age of 18)
- Student Member (over 18 in full time education)
- Junior Member (aged 10-17)
- Child Member (aged 5-9)
- Mini (under 5)

Membership fees for these categories are set annually at the AGM

(7) Honorary Members

- a) Individuals who were Honorary members of Downend & Frenchay Tennis Club have been granted Honorary Membership of The Club, with same rights and responsibilities.
- b) The Club may confer Honorary membership on any member who has rendered special service to the Club.
- c) Honorary members are not entitled to vote at annual or other general meetings of the Club.

10. Members' decisions

(1) General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause 3 of this clause, decisions of the members of the Club will be taken by vote at a general meeting as provided in sub-clause 2 of this clause.

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(2) Taking ordinary decisions by vote

Subject to sub-clause 3 of this clause, any decision of the members of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting,

(3) Decisions that must be taken in a particular way

a) Any decision to remove a trustee must be taken in accordance with clause 15(2).

b) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).

c) Any decision to wind up or dissolve the Club must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Club to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings of members

(1) Types of general meeting

a) There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts, and the board of trustees' annual report, and must elect members to the board of trustees as required under clause [13].

b) Other general meetings of the members of the Club may be held at any time.

c) All general meetings must be held in accordance with the following provisions.

d) A Meeting may be held face-to-face or by suitable electronic means, including video or teleconferencing, whereby each participant may communicate with all other participants.

(2) Calling general meetings

(a) The charity trustees:

(i) Must call the annual general meeting of the members of the Club in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and

(ii) May call any other general meeting of the members at any time.

(b) The charity trustees must, within 21 days, call a general meeting of the members of the Club if:

(i) They receive a request to do so from at least 10% of the membership of the Club; or

ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request. (iii) It is requested by the Chair of the charity trustees; or

(c) If at the time of any such request, there has not been any general meeting of the members of the Club for more than 12 months, then sub clause (b) (i) of this clause shall have the effect as if 5% were substituted for 10%.

(d) Any such request that may properly be proposed, and is intended to be proposed, at the meeting.

(e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

(f) Any general meeting called by the charity trustees at the request of the members of the Club must be held within 28 days from the date on which it is called.

(g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

(h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting. (i) The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

(3) Notice of general meetings

a) The charity trustees, or, as the case may be, the relevant members of the Club, must give at least 21 clear days' notice of an Annual General Meeting

b) The charity trustees, or, as the case may be, the relevant members of the Club, must give at least 7 clear days' notice of any general meeting to all of the members.

c) If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause 3 (a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.

d) The notice of any general meeting must:

(i) State the time and date of the meeting;

(ii) Give the address at which the meeting is to take place, or include details of how to gain access to the meeting by electronic or other means;

(iii) Give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and

(iv) if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration;

(v) Include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re election as charity trustees, or where allowed under clause [22] (Use of electronic communication), details of where the information may be found on the Club's website.

e) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

f) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

(4) Management of general meetings

(a) The Chairperson of the Club under clause [19] (2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the Club who are present at a general meeting shall elect a chair to preside at the meeting.

(b) All members shall register with the Secretary prior to the start of the meeting.

(c) The Secretary shall keep the minutes of the meetings and record all proceedings and resolutions.

(5) Quorum at general meetings

(a) No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.

(b) Subject to the following provisions, the quorum for general meetings shall be the greater of 5% or ten members. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.

(c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

(d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the Club's members at least seven clear days before the date on which it will resume.

(e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

(f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which need to be made by a meeting of the members, the meeting must be adjourned.

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(6) Voting at general meetings

(a) Any decision other than one falling within clause [10(3)] (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every member attending the meeting has one vote.

(b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person at the meeting.

(c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

(d) A ballot may be taken:

- (i) At the meeting at which it was demanded; or
- (ii) At some other time and place specified by the chair; or
- (iii) Through the use of postal or electronic communications.

(e) In the event of an equality of votes, whether on a show of hands or on a written ballot, the chair of the meeting shall have a second, or casting vote.

(f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

(7) Representation of [organisations and] corporate members

An (organisation), or a corporate body that is a member of the Club may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the Club. The representative is entitled to exercise the same powers on behalf of the [organisation or] corporate body as the [organisation or] corporate body could exercise as an individual member of the Club.

(8) Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business, which could properly have been transacted at the original meeting

(9) Business of an AGM

At each AGM the following business shall be conducted:

- (a) The AGM will approve the minutes of the previous AGM and consider matters arising, followed by the Chairperson's address and a report from the treasurer.

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- (b) The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report.
- (c) Elect officers and charity trustees as required under clause 13. Nominations for the posts of officers or charity trustees shall be in writing, proposed and seconded by members of the Club and must be signed by the person being proposed to show their willingness to be appointed. The Secretary must receive nominations at least seven clear days before the date fixed for the annual general meeting.
- (d) Consider any resolutions included on the Agenda. Resolutions must be proposed and seconded by members of the Club, submitted in writing and received by the Secretary at least seven days before the date fixed for the annual general meeting, and any other business deemed relevant by the Chairperson.
- (e) Transact any other business.

12. Charity trustees

1) Functions and duties of the Charity Trustees

The charity trustees shall manage the affairs of the Club and may for that purpose exercise all the powers of the Club. It is the duty of each charity trustee:

- (a) To exercise his or her powers and to perform his or her functions as a trustee of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club; and
- (b) To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) Any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - (ii) If he or she acts as a charity trustee of the Club in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for trusteeship

- (a) Every charity trustee must be a natural person.
- (b) No one may be appointed as a charity trustee:
 - (i) if he or she is under the age of 18 years; or
 - (ii) if he or she would automatically cease to hold office under the provisions of clause 15(1)(f).
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

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(3) Number of charity trustees

There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

(4) First charity trustees

The first charity trustees of the Club are –

Penelope Anne White

Simon Perry

Richard James Colman

Lorraine Gail Bright

Martin William Robert Laws

13. Appointment of officers and charity trustees

(1) Officers

(a) The Officers of the Club will be the Chairperson, Secretary and Treasurer.

(b) No Officer of the Club shall simultaneously hold more than one office.

(c) Officers shall be elected at the Annual General Meeting of the Club. Officers elected for a period of one year, and may then stand for re election.

(d) In the event of a vacancy arising during the year in any office of the Club, the trustees shall choose one of their number to fill such vacancy until the ensuing Annual General Meeting.

(2) Charity trustees

(1) At the first annual general meeting of the members of the CIO all the charity trustees shall retire from office;

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(2) At every [subsequent] annual general meeting of the members of the CIO, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one third shall retire from office, but if there is only one charity trustee, he or she shall retire;

(3) The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;

(4) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;

(5) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause [15] (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause [12(3)] on the number of charity trustees would not as a result be exceeded;

(6) A person so appointed by the members of the CIO shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

14. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of this constitution and any amendments made to it; and (b) a copy of the CIO's latest trustees' annual report and statement of accounts.

15. Retirement and removal of charity trustees

- (1) A charity trustee ceases to hold office if he or she:

- (a) retires by notifying the Club in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- (c) dies;
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (e) is disqualified from acting as a charity trustee by virtue of section 178- 180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a [two-thirds] majority of votes cast at the meeting.

(3) A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Club.

16. Reappointment of charity trustees

Any person who retires as a charity trustee by rotation or by giving notice to the Club is eligible for reappointment.

17. Taking of decisions by charity trustees

Any decision may be taken either:

- a) at a meeting of the charity trustees; or
- b) by resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that

c) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and d) the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the Club at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

18. Delegation by charity trustees

(1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

(2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

- (a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
- (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
- (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Meetings and proceedings of charity trustees

(1) Calling meetings

(a) Any charity trustee may call a meeting of the charity trustees. (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

The appointed Chairperson of the Club shall chair the meetings of charity trustees or in his/her absence the Secretary. If he or she is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their numbers to chair that meeting.

(3) Procedure at meetings

- a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum shall be three charity trustees, who are entitled to vote, as listed in Clause 12 (3). A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- b) All the charity trustees as listed in Clause 12 (3) shall be entitled to vote.
- c) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- d) A simple majority shall determine all votes.
- e) In the case of an equality of votes, the chair shall have a second or casting vote
- f) The minutes of the meeting shall be taken and recorded.

(4) Participation in meetings by electronic means

- a) A meeting may be held by suitable electronic means agreed by the charity trustees in whom each participant may communicate with all the other participants.
- b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

20. Saving provisions

(1) Subject to sub-clause 2 of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- a) who was disqualified from holding office;
- b) who had previously retired or who had been obliged by the constitution to vacate office;
- c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

(1) The Club shall execute documents by signature.

(2) A document is validly executed by signature if it is signed by at least two of the charity trustees.

22. Use of electronic communications

General

(1) The Club will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

(a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

(b) any requirements to provide information to the Commission in a particular form or manner.

(2) To the Club

Any member or charity trustee of the Club may communicate electronically with the Club to an address specified by the Club for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Club.

(3) By the Club

(a) Any member or charity trustee of the Club, by providing the Club with his or her email address or similar, is taken to have agreed to receive communications from the Club in electronic form at that address, unless the member has indicated to the Club his or her unwillingness to receive such communications in that form.

(b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website –

(i) provide the members with the notice referred to in clause 11(2) (Notice of general meetings);

(ii) give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings);

(iii) submit any proposal to the members or charity trustees for decision by written resolution in accordance with the CIO's powers under clause 10 (Members' decisions).

(c) The charity trustees must:

(i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; (ii) send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

23. Keeping of Registers

The Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

24. Minutes

The charity trustees must keep minutes of all:

- (1) Appointments of officers made by the charity trustees;
- (2) Proceedings at general meetings of the CIO;
- (3) Meetings of the charity trustees and committees of charity trustees including:
 - a) The names of the trustees present at the meeting;
 - b) The decisions made at the meetings; and
 - c) Where appropriate, the reasons for the decisions;
 - d) Decisions made by the charity trustees otherwise than in meetings.

25. Accounting records, accounts, annual reports and returns, register maintenance

(1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Club, within 10 months of the financial year-end.

(2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Club entered on the Central Register of Charities.

26. Rules

(1) The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the Club, but such rules or byelaws must not be inconsistent with any provision of this constitution. Copies of any such rules or byelaws currently in force must be made available to any member of the Club on request.

(2) Each member of the Club shall be required in connection with the game of tennis to conform to the standards of fair play, courtesy and personal deportment prescribed by the Bye Laws and regulations for the time being of the LTA.

(3) The Club shall have the powers and procedures for the enforcement of the requirement in Clause 26(2). These are set out in the Schedule of Disciplinary Procedures.

27. Disputes

If a dispute arises between members of the Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

(1) This constitution can only be amended:

(a) by resolution agreed in writing by all members of the Club; or (b) by a resolution passed by a 90% majority of votes cast at a general meeting of the members of the Club.

(2) Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the Club or persons connected with them, requires the prior written consent of the Charity Commission.

(3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

(4) A copy of any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

(1) As provided by the Dissolution Regulations, the Club may be dissolved by resolution of its members.

Any decision by the members to wind up or dissolve the Club can only be made:

(a) at a general meeting of the members of the Club called in accordance with clause [11] (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

- (i) by a resolution passed by a 75% majority of those voting, or
- (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

(b) by a resolution agreed in writing by all members of the Club.

(2) Subject to the payment of all the Club's debts:

(a) Any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied.

(b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the Club shall be applied. (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Club.

(3) The Club must observe the requirements of the Dissolution Regulations in applying to the Commission for the Club to be removed from the Register of Charities, and in particular:

(a) the charity trustees must send with their application to the Commission:

- (i) a copy of the resolution passed by the members of the Club;
- (ii) a declaration by the charity trustees that any debts and other liabilities of the Club have been settled or otherwise provided for in full; and

(iii) a statement by the charity trustees setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this constitution;

(c) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the Club, and to any charity trustee of the Club who was not privy to the application.

(4) If the Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution:

“**charity trustee**” means a charity trustee of Downend & Frenchay Tennis Club.

The “**Communications Provisions**” means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

“**connected person**” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub clause (a) or (b) above;
- (d) an institution which is controlled –
 - (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“**General Regulations**” means the Charitable Incorporated Organisations (General) Regulations 2012.

“**Dissolution Regulations**” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

A “**poll**” means a counted vote or ballot, usually (but not necessarily) in writing.