# Stansted Tennis Club Constitution 

## 1. Name

The Club, established in 1889, is called Stansted Tennis Club ("the Club").

## 2. Definitions

2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Clause 9;
"the CLTA" means Essex County Lawn Tennis Association;
"the Game" means the game of tennis;
"the Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Clause 11;
"the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Clause 11;
"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;
"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
"the LTA Rules" means the rules of the LTA as in force from time to time;
"the Officers" means no more than six other members elected annually at the annual general meeting
"the Management Committee" means the committee appointed under Clause 11 to manage the Club;
"the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Clause 6;
"the President" means the person elected from time to time to be the president of the Club in accordance with Clause 11 and
"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Clause 12.6.
2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

## 3. Objects

The objects of the Club are:
(a) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;
(b) to provide and maintain Club premises at Cambridge Road, Stansted;
(c) to promote, improve, develop and support the interests of tennis;
(d) to provide such other benefits to its members as it shall think fit;
(e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
(f) 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;
(g) 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;
(h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate);
(i) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

## 4. Application of Surplus Funds

4.1 The Club is a non-profit-making organisation. Subject to Clause 23.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's objects as set forth in this Constitution no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.
(a) The Club is committed to ensuring that equity and equal opportunities is incorporated across all aspects of its development.
(b) 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.
(c) The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.
(d) All club members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
(e) The Club will deal with any incidence of discriminatory behaviour seriously, according to club disciplinary procedures.
6. Membership
6.1 Eligibility for membership
6.1.1 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, political or other beliefs.
6.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.
6.1.3 The number of Members is unlimited.

### 6.2 Admission of Members

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall, in its absolute discretion, decide whether to admit that candidate as a Member.

### 6.3 Conditions of membership

6.3.1 Each member (of each class) agrees as a condition of membership:
(A) to be bound by and subject to this Constitution and the Club Rules and the rules and regulations of the relevant CLTA (as in force from time to time); and
(B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.
6.3.2 Clause 6.3.1 confers a benefit on the LTA and, subject to the remaining provisions of this paragraph, 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 this Constitution, apart from section 6.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Constitution.
6.3.3 The Management Committee may subject to Clause 8 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in
connection with the breach of any condition of membership set out in this Constitution and the Club Rules.

### 6.4 Classes of Members

| 6.4.1 | There shall be the following classes of members for the Club: |
| :--- | :--- |
| Full Member |  |
| Junior Member |  |
| Honorary Member |  |

6.4.2 Only Full and Honorary Members shall be entitled to receive notice of, attend and vote at general meetings. A Member other than a Full and Honorary Member shall be entitled to all the other privileges of membership relevant to this class of membership but shall not have the right to receive notice of, attend and vote at general meetings.
6.4.3 Honorary Members are those Members who have distinguished themselves by meritorious service to the Club. Such nominations shall be made by the Management Committee and tabled for approval at the AGM.

### 6.5 Subscriptions

6.5.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee.
6.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.
6.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
6.5.4 Any Member whose entrance fee or subscription is not paid by such date as the Management Committee shall decide each year shall be deemed to have resigned his membership of the Club.
6.5.5 Honorary members are exempt from paying membership fees whilst they remain 'Honorary Members'.

## 7. Resignation

A Member may withdraw from membership of the Club on one month's 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 this Constitution.

## 8. Expulsion

8.1 Subject to the remaining provisions of this Clause, the Management Committee shall have power to refuse membership or expel a Member if it in its sole discretion determines that it would be in the interests of the Game or of the Club to do so.
8.2 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.
8.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The member must not be expelled unless at least twothirds of the Management Committee then present vote in favour of his expulsion.
8.4 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.
8.5 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

## 9. 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.
10. Discipline and appeals
(a) 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.
(b) All complaints regarding the behaviour of members should be presented and submitted in writing to the Secretary.
(c) The Management Committee will meet to hear complaints within 14 days of a complaint being lodged. The committee has the power to take appropriate disciplinary action including the termination of membership.
(d) 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 seven days of the hearing.
(e) There will be the right of appeal to the Management Committee following disciplinary action being announced. The committee should consider the appeal within 14 days of the Secretary receiving the appeal.

## 11. The Management Committee

11.1. The Club shall be managed by a Management Committee consisting of:
(a) the President;
(b) the Chairman;
(c) the Secretary;
(d) the Treasurer;
(e) no more than six other Members elected annually at the annual general meeting. The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.
(f) the Management Committee Members are only those specified in clause 11.1 and duly elected on an annual basis at the Annual (or Extraordinary) General Meetings.
11.2 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to this Constitution, the rules and regulations of the Club 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.
11.3 The members of the Management Committee may delegate any of the powers that are conferred on them by this Constitution to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorise further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
11.4 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 two 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.
11.5 Any person nominated as a member of the Management Committee must be a Full Member of not less than one year.
11.6 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.
11.7 The Management Committee members shall be proposed, seconded and elected by ballot at the annual general meeting. Election to the Management Committee shall be for three years. One-third, or if their number is not three or a multiple of three, the number nearest to one-third of the members of the Management Committee appointed under paragraph (f) of Clause 11.1 shall retire annually but shall be eligible for re-election. The members so retiring being those who have been longest in office. As between those who have served for an equal length of time, the member to retire shall (unless they otherwise agree) be determined by lot.
11.8 In addition to the members elected or appointed in accordance with Clause Rule 11.7, the Management Committee may co-opt up to two 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.
11.9 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.
11.10 Retiring members of the Management Committee may be re-elected.
11.11 A member of the Management Committee shall be deemed to have vacated office if:
(a) he resigns his office by notice to the Club; or
(b) 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
(c) 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 6 (six) meetings each year. The quorum for such meetings shall be 5 (five). 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 two days' notice of a meeting.
12.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the President or Secretary shall preside. If there is no President or Secretary or if he is unwilling to preside, of if he is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
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. For the avoidance of doubt, only those annually elected members as defined in Clause 11.1 shall be entitled to vote at Committee Meetings. Attendance at such meetings being governed by Clause 12.10.
12.4 The Management Committee may from time to time appoint from among its number such subcommittees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.
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 Management Committee shall appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. The Chairman from time to time is nominated as the person to appoint new Trustees. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club
The Trustees shall act as 'Trustees for and on behalf of the Management Committee of the Stansted Tennis Club', in accordance with the Lease Agreement between the Parish Council of Stansted who are the Landlords of the Tennis Club property. The Trustees shall in all respects act in regard to any property of the club held by them within the Lease Agreement, in accordance with the directions of the Management Committee.
12.7 The number of Trustees shall not be more than four or less than two.
12.8 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.
12.9 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.
12.10 The Management Committee attending the meeting shall be those defined in Clause 11.1. Other Members or relevant parties may be requested or given permission to attend the Committee Meetings to discuss specific points as required by the Management Committee. If a member desires to attend a Committee Meeting, the Member shall request this through the Secretary explaining the reason for the request attendance. The Secretary will discuss this with the Chairman and confirm permission or not for attendance.

## 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) to receive the Chairman's report of the activities of the Club during the previous year;
(b) to receive and consider the accounts of the Club for the previous year, the auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
(c) to remove and elect the auditor or confirm that he remain in office;
(d) to elect the members of the Management Committee;
(e) to decide on any resolution which may be duly submitted in accordance with Clause 13.2 below;
(f) to deal with any other matters which the Management Committee desires to bring before the membership.
13.2 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.
13.3 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 21 days of receipt by the Secretary of a requisition in writing signed by not less than 14 Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.
15. Procedures at the annual and extraordinary general meetings
15.1 The Secretary shall send to each Member in accordance with rule 22 notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
15.2 The quorum for the annual and extraordinary general meetings shall be 10 Full and/or Honorary adult Members (or one-tenth of the adult membership of the Club (whichever is the greater number)). No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.
15.3 The Chairman or the President 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 Members of the Management Committee may attend and speak at annual or extraordinary general meetings. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
15.5. Each Full Member and Honorary 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.
15.6 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
15.7 Any Member of the Club who has full voting rights and who does not expect to attend an Annual or Extraordinary General Meeting is permitted to appoint the Chair of the Meeting (defined as "the proxy") to vote on their behalf. The instruction can either prescribe how the
proxy shall vote on each resolution or leave the decision as to how to vote to the discretion of the proxy. The instructions shall be issued to the proxy by use of pro forma wording issued by the Secretary along with the Notice of Meeting. The instructions to the proxy shall be submitted by email or in writing to the Secretary of the Club not later than 1700 hours on the day prior to the meeting. Any Member who has submitted valid proxy instructions may attend the meeting and vote in person and such proxy instructions will therefore be automatically rescinded when the attendance of the Member is recorded at the meeting.

## 16. Guests

16.1 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.
16.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Clause 16.1 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises. Guest fees shall be paid in accordance with guidelines determined by the Management Committee.
16.3 No one may be admitted as a guest on more than three occasions in any calendar year.

## 17. Alteration of the Constitution

This Constitution may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least twothirds of the Members present and voting, including proxy votes at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

## 18. Rules, Regulations and Standing Orders

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

## 19. Use of Facilities

The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to this Constitution, the Club rules, the rules and regulations of the relevant CLTA, 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 CLTA can enforce any breach at its option and in its sole discretion.
20. Finance
20.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be the Chairman, President and Treasurer. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
20.2 Subject to Clause 23.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
20.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Management Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.
20.4 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
20.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
20.6 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors.

## 21. Borrowing

21.1 The Management Committee may borrow a maximum total amount of $£ 10,000.00$ on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
21.2 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## 22. Notices

22.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this Clause.
22.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.
22.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
22.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this Clause.

## 23. Dissolution

23.1 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.
23.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
23.3 Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives.

