

UNINCORPORATED ASSOCIATION

CONSTITUTION OF SHERE TENNIS CLUB (the “Club”)

INTERPRETATION AND OBJECTS

1. Interpretation

1.1 In this Constitution, unless the context otherwise requires:

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

CLTA: means County Lawn Tennis Association;

Conflict: means a situation in which a Management Committee Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Eligible Management Committee Member: means a Management Committee Member who would be entitled to vote on the matter at a Management Committee meeting (but excluding in relation to the authorisation of a Conflict pursuant to Rule 10, any Management Committee Member whose vote is not to be counted in respect of the particular matter);

Game: means the game of tennis or any other racquet sports from time to time;

Interested Management Committee Member: has the meaning given in Rule 10.1;

Junior Member: means a Member aged 18 and under;

LTA: means the Lawn Tennis Association;

LTA Disciplinary Code: means the disciplinary code of the LTA in force from time to time;

LTA Rules: means the rules of the LTA as in force from time to time;

Management Committee: means the committee appointed under Rule 4 to manage the Club from time to time;

Management Committee Member: means a member of the Management Committee and includes any person occupying the position of Management Committee Member, by whatever name called;

Member: means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 12 and **Membership** shall be construed accordingly (including Junior Member and Student Member);

ordinary resolution: means a resolution requiring a simple majority (more than 50%) of the Members entitled to vote;

special resolution: means a resolution requiring a majority of not less than 75% of the Members entitled to vote;

Student Member: means a Member who is a full-time student.

Voting Members: means the Members of the Club, who, under these Articles, are entitled to receive notice of, attend and vote at general meetings;

1.2 References to **Rule** or **Rules** are to the rules of this Constitution.

2. Object

2.1 The main purposes of the Club are to provide facilities for and to promote participation in the amateur sport of tennis in Shere.

2.2 The object for which the Club is established is to:

- 2.2.1 principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the whole community without discrimination;
- 2.2.2 to provide and maintain the Club's premises and Club-owned equipment for the use of its Members;
- 2.2.3 to provide the other ordinary benefits of an amateur sports club;
- 2.2.4 to reinvest any surplus income or profits in the Club;
- 2.2.5 to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- 2.2.6 to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA);
- 2.2.7 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. Number and Composition of the Management Committee

3.1 Unless otherwise determined by ordinary resolution, the number of Management Committee Members shall not be subject to any maximum but shall not be less than three.

3.2 The Club shall be managed by a Management Committee which may comprise the following:

- 3.2.1 the Chairman;
- 3.2.2 the Secretary;
- 3.2.3 the Treasurer;

3.3 At least three of the Management Committee Members must be unrelated or non-cohabiting.

3.4 Each Management Committee Member agrees to be bound by and subject to this Constitution, the rules and regulations of the CLTA, the LTA Rules and the LTA Disciplinary Code.

3.5 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 Management Committee Members specify, any such delegation may authorise further delegation of Members' powers. The Management Committee may revoke any delegation or alter its terms and conditions.

3.6 The Management Committee Members may exercise all of the powers of the Club for the purposes of the management of the Club including the entry into contracts as agent for the Members.

3.7 The Management Committee Members from time to time shall be indemnified 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.

3.8 No Management Committee Member may bind the Club or its Members for any liability which exceeds the assets of the Club at the time.

4. Appointment of the Management Committee

4.1 The Voting Members may by ordinary resolution appoint a person who is willing to act as a Management Committee Member, either to fill a vacancy or as an addition to the existing Management Committee but the total number of Management Committee Members shall not exceed any maximum number fixed in accordance with this Constitution.

4.2 Before any Management Committee Member is elected the Club must:

4.2.1 consider the skills and diversity of the prospective Management Committee Member;

4.2.2 consider whether the prospective Management Committee Member would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;

4.2.3 ensure he/she signs a letter of appointment which sets out the role and the responsibilities the elected Management Committee Member is expected to fulfil.

5. Retirement of Management Committee Members

5.1 Any Management Committee Member who is appointed shall hold office for a one year term from the meeting at which he or she is appointed. He/she or she will be eligible for re-appointment, subject to the provisions of Rule 5.3.

5.2 At the general meeting immediately following the end of the Management Committee Member's term as detailed in Rule 5.1 the relevant Management Committee Member shall retire from office. Subject to Rule 5.3 a retiring Management Committee Member may offer himself or herself for re-appointment by the Voting Members and a Management Committee Member that is so re-appointed will be treated as continuing in office without a break.

5.3 Any Management Committee Member that has served five terms will not be eligible for re-appointment.

6. Voting Members' reserve power

6.1 The Voting Members may, by special resolution, instruct the Management Committee to take, or refrain from taking, any specified action.

6.2 No such special resolution invalidates anything which the Management Committee have done before the passing of the resolution.

7. Calling a Management Committee Meeting

7.1 Any Management Committee Member may call a Management Committee meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the Management Committee Members may agree) to the Management Committee Members.

7.2 The Management Committee must hold at least four meetings every calendar year.

8. Quorum for Management Committee Meetings

- 8.1 Subject to Rule 8.2, the quorum for the transaction of business at a Management Committee meeting is at least 50% of the Management Committee Members appointed at the time of the meeting (save where there are less than 4 Management Committee Members in which case, the quorum shall be 2 Eligible Management Committee Members).
- 8.2 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 10 to authorise a Conflict, if there is only one Eligible Management Committee Member in office other than the Interested Management Committee Member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Management Committee Member.
- 8.3 If the total number of Management Committee Members in office for the time being is less than the quorum required, the Management Committee Members must not take any decision other than a decision:
 - 8.3.1 to appoint further Management Committee Members; or
 - 8.3.2 to call a general meeting so as to enable the Voting Members to appoint further Management Committee Members.

9. Casting Vote

- 9.1 Decisions of the Management Committee shall be made by a simple majority.
- 9.2 If the number of votes for and against a proposal at a Management Committee meeting are equal, the chairman or other Management Committee Member chairing the meeting shall not have a casting vote.

10. Management Committee Member Conflicts of Interest

- 10.1 The Management Committee may, in accordance with the requirements set out in this Rule, authorise any Conflict proposed to them by any Management Committee Member.
- 10.2 Any authorisation under this Rule 10 shall be effective only if:
 - 10.2.1 the matter in question shall have been proposed by any Management Committee Member for consideration in the same way that any other matter may be proposed to the Management Committee Members under the provisions of this Constitution;
 - 10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Management Committee Member; and
 - 10.2.3 the matter was agreed to without the Interested Management Committee Member voting or would have been agreed to if the Interested Management Committee Member's vote had not been counted.
- 10.3 Any authorisation of a Conflict under this Rule 10 may (whether at the time of giving the authorisation or subsequently):
 - 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 10.3.2 provide that the Interested Management Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Management Committee or otherwise) related to the Conflict;

- 10.3.3 provide that the Interested Management Committee Member shall or shall not be an Eligible Management Committee Member in respect of any future decision of the Management Committee in relation to any resolution related to the Conflict;
- 10.3.4 impose upon the Interested Management Committee Member such other terms for the purposes of dealing with the Conflict as the Management Committee think fit;
- 10.3.5 provide that, where the Interested Management Committee Member obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Management Committee Member of the Club) information that is confidential to a third party, he/she shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and
- 10.3.6 permit the Interested Management Committee Member to absent himself from the discussion of matters relating to the Conflict at any Management Committee meeting and be excused from reviewing papers prepared by, or for, the Management Committee to the extent they relate to such matters.

10.4 Where the Management Committee authorise a Conflict, the Interested Management Committee Member shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Management Committee in relation to the Conflict.

10.5 The Management Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Management Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.

10.6 Provided he/she has declared the nature and extent of his/her interest, a Management Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:

- 10.6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- 10.6.2 shall be an Eligible Management Committee Member for the purposes of any proposed decision of the Management Committee in respect of such existing or proposed transaction or arrangement in which he/she is interested;
- 10.6.3 shall be entitled to vote at a Management Committee meeting in respect of such existing or proposed transaction or arrangement in which he/she is interested;
- 10.6.4 may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he/she were not a Management Committee Member;
- 10.6.5 may be a Management Committee Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and
- 10.6.6 shall not, save as he/she may otherwise agree, be accountable to the Club for any benefit which he/she (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

11. **Records of Decisions to be Kept**

11.1 Where decisions of the Management Committee are taken by electronic means, such decisions shall be recorded by the Management Committee in permanent form, so that they may be read with the naked eye.

12. Membership

12.1 Membership of the Club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Game.

12.2 The Membership shall consist of the following categories:

12.2.1 Adult Member;

12.2.2 Junior Member;

12.2.3 Student Member;

12.2.4 Family Members

12.3 The Club shall admit to Membership an individual or organisation which:

12.3.1 applies to the Club using the application process approved by the Management Committee (this application process is to be open and non-discriminatory); and

12.3.2 is approved by the Management Committee.

A letter shall be sent to each successful applicant confirming their Membership of the Club and the details of each successful applicant shall be entered into the register of Members.

12.4 The Management Committee may refuse Membership only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal may be made to the Members.

12.5 All Members must pay to the Club Membership fees to be decided by the Management Committee from time to time provided that the Club will keep Membership fees at levels that will not pose a significant obstacle to people participating.

12.6 No candidate who has been accepted as a Member shall be entitled to the privileges of Membership until he/she or she has paid the Membership fee.

12.7 The Management Committee may establish different classes of Members and set out the different rights and obligations for each class on a non-discriminatory and fair basis, with such rights and obligations recorded in the register of Members.

12.8 The Management Committee cannot restrict any class of Membership from having voting rights.

12.9 At any one time, the Membership will not consist of more than 50% of Members that are not actively participating in the Game.

13. Expulsion of Member

13.1 A Member may withdraw from Membership of the Club on 30 days' clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.

13.2 If, following completion of the Club's disciplinary procedure, in the reasonable opinion of the Management Committee, any Member is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club, any or all of the Members and Management Committee or the Game into disrepute the Management Committee may convene a general meeting of the Club to consider a special resolution of the Voting Members for the expulsion of such Member.

- 13.3 Once such special resolution is passed, the name of the Member shall be removed from the register of Members.
- 13.4 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The Voting Members must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Voting Members to terminate the Membership of a Member.
- 13.5 A Member whose Membership is terminated under this Rule shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him or her.

14. Votes of Members

- 14.1 At any general meeting every Voting Member who is present in person shall on a show of hands have one vote.
- 14.2 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.
- 14.3 There shall be no right for a Voting Member to vote by proxy. No person may represent more than one Voting Member.

15. Annual General Meeting

- 15.1 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:
 - 15.1.1 to receive the Chairman's report of the activities of the Club during the previous year;
 - 15.1.2 to receive and consider the accounts of the Club for the previous year; and
 - 15.1.3 to deal with any other matters which the Management Committee desires to bring before the Membership.
- 15.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Voting Members not less than 14 days before the meeting.
- 15.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

16. Extraordinary General Meeting

- 16.1 An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 31 days of receipt by the Chairman of a requisition in writing signed by not less than 50% of the Voting Members stating the purposes for which the meeting is required and the resolutions proposed.

17. Procedures at the Annual and Extraordinary General Meetings

- 17.1 The Chairman shall send to each Voting Member at his last known address written notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 14 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.

- 17.2 The quorum for the annual and extraordinary general meetings shall be no less than 10 Voting Members or of the Membership of the Club (whichever is the greater number).
- 17.3 The Chairman or in his/her absence the Secretary shall preside at all meetings of the Club but if he/she is not present within 15 minutes after the time appointed for the meeting or has signified his/her inability to be present at the meeting, the Voting Members present may choose one of the other Management Committee Members present to preside and if no other Management Committee Members is present or willing to preside the Voting Members present may choose one of their number to be chairman of the meeting.
- 17.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. When adjourning an annual or extraordinary general meeting the chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Management Committee. The chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Club must give at least 7 days notice to the persons to whom notice of the Club's meetings is required to be given in accordance with Rule 15.2. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 17.5 The Management Committee Members may attend and speak at annual or extraordinary general meetings, whether or not they are Voting Members. The chairman of the meeting may permit other persons who are not Voting Members to attend and speak at a meeting.
- 17.6 A Management Committee Member, shall take minutes at annual and extraordinary general meetings.

18. Change of Club Name

- 18.1 The name of the Club may be changed by a decision of the Management Committee or a special resolution of the Voting Members.

19. Finances

- 19.1 All surplus income or profits are to be reinvested in the Club. No surpluses or assets will be distributed to Members or third parties.
- 19.2 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 the Treasurer with the approval of a second member of the Management Committee. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 19.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, Management Committee Member, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a Management Committee Member, 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.
- 19.4 The Club may pay any reasonable expenses that the Management Committee Members properly incur in connection with their attendance at meetings of the Management Committee or at annual or other 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.

- 19.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 19.6 Full accounts of the financial affairs of the Club shall be prepared each year.

20. **Property**

- 20.1 The property of the Club, other than cash at the bank, shall be vested in two or more persons to deal with the property in accordance with the Constitution. Such persons shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 20.2 These persons shall be indemnified out of the assets of the Club by the Club, and the Management Committee shall pay all costs, losses and expenses which any such person may incur or for which he/her may become liable by reason of any contract entered into or act or thing done by him in good faith in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge their duties. The Management Committee may give to any persons, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

21. **Limitation of Liability**

The Member's liability under the indemnities at Rule 3.7 and Rule 20.2 is limited to the assets of the Club.

22. **Use of Facilities**

- 22.1 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 rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code.

23. **Means of Communication to be Used**

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 23.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 23.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 23.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 23.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule, no account shall be taken of any part of a day that is not a Business Day.

24. *Dissolution*

- 24.1 A resolution to dissolve the Club shall be proposed only at a general meeting and shall be passed by a special resolution of the Voting Members present and voting.
- 24.2 The dissolution shall take effect from the date of the resolution and the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 24.3 Upon dissolution of the Club any remaining assets shall be given or transferred to another registered CASC, a registered charity or the LTA for use in related community sports.

25. *Alteration of the Constitution*

- 25.1 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 two-thirds of the Voting Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

26. *Regulations and Standing Orders*

- 26.1 The Management Committee shall have power to make, repeal and amend such regulations 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.