



## **CLUB CONSTITUTION AND RULES**

### **1.0 NAME**

The Club is named Cassiobury Tennis Club and is located at The Gardens, Watford, WD17 3DT, Herts.

### **2.0 DEFINITIONS**

- 2.01 “The Chairman” means the person elected from time to time to be the Chairman of the Club (rule 10.02 applies).
- 2.02 “The Honorary Secretary” means the person elected from time to time to be the Honorary Secretary of the Club (rule 10.02 applies).
- 2.03 “The Honorary Treasurer” means the person elected from time to time to be the Honorary Treasurer of the Club (rule 10.02 applies).
- 2.04 “The LTA” means {LTA CLG} and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time.
- 2.05 “The Management Committee” means the committee appointed to manage the Club (rule 10.0 applies).
- 2.06 “The Members” means the members of the Club admitted from time to time to membership of the Club (rule 5.0 applies).
- 2.07 “The Trustees” means the persons appointed from time to time to be the trustees of the Club (rule 17.03 applies).
- 2.08 “Coaches” are persons assigned to Cassiobury Tennis Club and qualified to at least elementary coaches award standard or DCA standard.
- 2.09 “The Head Coach” means the senior coach representing and acting on behalf of the Coaching Organisation contracted to the Club.
- 2.10 “The Coaching Organisation” means the person, persons or organisation contracted to provide coaching services to the Club.
- 2.11 “Voting Member” means a Member of the Club entitled to vote at Annual and Extraordinary General Meetings as defined in Rule 14.03.
- 2.12 “Disciplinary Code” means the disciplinary code of the LTA in force from time to time

Words denoting the singular number include the plural number and vice-versa. Words denoting the masculine gender include the feminine gender.

### **3.0 OBJECTIVES**

The objectives of the Club are:

- 3.01 To provide tennis, social and other activities for its Members and generally to promote, encourage and facilitate the playing of tennis
- 3.02 To provide and maintain Club premises and facilities at the above location
- 3.03 To promote, improve, develop and support the interests of tennis.
- 3.04 To affiliate to the Hertfordshire Lawn Tennis Association (and by doing so affiliate to the Lawn Tennis Association of Great Britain) and to comply with and uphold the rules and regulations of both the Hertfordshire LTA and the national LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated.
- 3.05 To acquire, establish, own, operate and turn to account in any way the tennis court facilities and premises of the Club as shall be thought advisable
- 3.06 To make rules, regulations, bye laws and standing orders concerning the operation of the Club including regulations concerning disciplinary procedures which may be taken against individual Members
- 3.07 To do all such things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated under the heading of “Objectives”

### **4.00 APPLICATION OF PROFIT**

- 4.01 The Club is a non-profit-making organisation. All surpluses will be used to maintain or improve the Club’s facilities and in furtherance of the Club’s objectives. Surpluses will be distributed in accordance with Rule 18.03.
- 4.02 In the event of the Club selling its existing assets and purchasing other facilities, the Management Committee of the Club will ensure that no Member or group of Members derives financial benefit from the transaction. Should a situation arise in which an individual Member or Members is proven to have derived personal benefit the Club reserves the right to obtain financial redress through the courts.
- 4.03 In circumstances as listed above – i.e. the sale of existing facilities and the purchase of land or another club or the merging of the existing Club with another club, the Directors of Cassio Gardens (see 17.03 below) will be responsible for ensuring complete transparency and are authorised to undertake any research necessary to fulfil this responsibility.

## 5.0 MEMBERSHIP

Eligibility –

- 5.01 Membership of the Club shall be open to anyone interested in tennis, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 5.02 The only criteria which the Management Committee will deploy in refusing entry are:
- If his/her conduct is, or has been in the past, offensive or damaging in any way to the Club
  - If the Management Committee deems that the Club is at any point of time full and cannot take additional Members
- 5.03 New Members whose payment has been received and confirmed and have been approved by the Club Membership Secretary, will be admitted to membership of the Club not less than 2 days after their application for membership has been received by the club Treasurer or member of the club finance team overseeing membership payments.
- 5.04 Each member agrees as a condition of membership:
- A) To be bound by and subject to these rules (as in force from time to time).
  - B) To be bound by and subject to the Rules and the Disciplinary Code
- 5.05 Rule 5.04 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 5.05 should be enforceable, by virtue of the Contracts (Rights of Third parties) Act 1999, by any person who is not a party to this agreement.

## 6.0 CATEGORIES OF MEMBERSHIP

There shall be the following classes of membership within the Club

- 6.01 **Senior Members** – are adult members entitled to priority play all 7 days of the week at all sessions excepting Friday, 3.30 p.m. to close and Saturday, 9.00 a.m. to 1.00 p.m.
- 6.02 **Student Members** – are members aged 18 or over who are in full time education at the point of joining or renewing their membership. Their playing entitlement is the same as for Senior members. Members requesting student membership may be required to provide evidence of their student status to the Membership Secretary. Failure to do so may result in the application for Student membership being rejected.
- 6.03 **Junior Members** are Members aged from 9 to 17 on the 1<sup>st</sup> January of the year of joining. They have priority entitlement to all courts subject to the requirements of Coaches on Fridays (3.30 p.m. to close) and Saturdays (9.00 a.m. to 1.00 p.m.). They are also entitled to play at other times of the week, but only if courts are available, i.e. other membership categories have priority.

- 6.04 **Child Members** are Members aged 8 or under on the 1st January of the year of joining. A special membership rate will be given. They may only use courts under supervision with a parent or under the direction of one of the club coaches in an organised group or individual session. Non-member Parents of Child members may hit with their Child if a court is free and not required by any other club member of Junior category or above.
- 6.05 The Management Committee has the right to apply **Family Membership** discounts, **New Recruitment** incentives, and membership category incentives, as it sees fit, to attract additional members to the club and to encourage existing members to participate more actively.
- 6.06 **Honorary Members** are those Members whom the Management Committee wishes to honour in respect of long and outstanding service to the Club. They have the playing status of Senior Members.
- 6.07 **Coaches**. The Club contracts with the Coaching Organisation to provide a complete coaching service. Coaches in partnership with or reporting to the Head Coach are entitled to use Club facilities to allow them to perform their duties. The Head Coach is accredited full membership rights.

The committee is empowered, when considered appropriate, to propose the election of a club president or vice president(s) by the membership in General Meeting. The President would be able to attend committee meetings but would have no formal voting rights. Election would be by simple majority of those attending and eligible to vote at the General Meeting. The role of the president/vice president would be to act as an Ambassador for the club. The election would be for a period not exceeding three years, but could be renewable for a further period.

## 7.0 SUBSCRIPTIONS

- 7.01 The annual subscription and visitor fees for each type of Member shall be determined by the Management Committee and approved at the Annual General Meeting. In the event for whatever reason, of there being no proposal at the AGM, the previous year's fees will continue to apply. The Club will endeavour to keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 7.02 No person (other than the Coaches – see rule 6.08 above) shall be entitled to the privileges of membership unless he/she has paid the annual subscription or has been granted honorary status by the Committee. All members are automatically eligible to renew their membership, unless they have been expelled from the club during the previous membership period.
- 7.03 Part year membership is permitted. The categories allowed and subscriptions applied will be determined by the Management Committee and approved at the Annual General Meeting.
- 7.04 There will be rare occasions when Members have not enjoyed full use of the facilities having paid their annual subscription (e.g. through illness). In these circumstances the

Management Committee is permitted, at its discretion to authorise a full or part remission of fees.

7.05 Subscription rates for each year will be published on the Club notice board and will take any account of advice given by the Herts LTA and the Lawn Tennis Association.

7.06 The subscription of a new Member shall be due within 14 days of notification of approval for membership. Alternatively it may be paid with the membership application in which case it will be repaid if election to membership does not take place.

## **8.0 MEMBERSHIP YEAR**

**8.01** The membership year begins on 1<sup>st</sup> March and ends on 28<sup>th</sup> February of the following year. Subscriptions for renewal of membership are due by 31<sup>st</sup> March.

## **9.0 EXPULSION**

9.01 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the Club for him/her to remain a Member.

9.02 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 together with written details of the complaint made against him/her.

9.03 The Member shall be given an opportunity to make written representations and to appear before the Management Committee at any such meeting to answer complaints made against him and to cross-examine any witnesses and must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his/her expulsion.

9.04 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held but notwithstanding, the Member will be allowed on to Club premises in order to present his case to the Management Committee.

9.05 The Member will also have the right to be accompanied by either another Member or his/her own legal representative at the Management Committee's deliberations.

9.06 Should the expulsion be upheld, the person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and has no right for the return of any part of his/her subscription.

## **10.0 MANAGEMENT COMMITTEE**

10.01 The Club shall be managed by a Management Committee consisting of but not limited to:

- Chairman or Chairmen
- Club Treasurer
- Committee Secretary
- Men's Captain

- Ladies' Captain
- Head Coach
- Facilities Manager
- Fixtures Secretary
- Membership Secretary
- Welfare Officer
- Social Tennis representative

- 10.02 Management Committee members shall be proposed, seconded and elected, in the event of them being unopposed, by an overall, collective vote. When two or more Members put themselves forward for election to a specific position on the Management Committee, election for that post will take place by a secret ballot.
- 10.03 Any person nominated as a member of the Management Committee in the following posts: Chairman or vice Chairman; Treasurer, Membership Secretary; Men's or Ladies Captain; Child Protection/Welfare - must be a Voting Member of not less than one year's standing.
- 10.04 The Management Committee, once elected at the Annual General Meeting, will remain in office until they or their successors are re-elected/elected at the succeeding Annual General Meeting, unless resignation, individual removal by a majority vote of the Management Committee or collective removal as the result of any Extraordinary General Meeting should take place in the meantime.
- 10.05 In addition to the members elected or appointed in accordance with this Rule 10, the Management Committee may co-opt up to 3 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.
- 10.06 At least 21 days before the Annual General Meeting the Honorary Secretary will place a notice in the clubhouse; this notice will show those members of the Management Committee willing to stand for re-election and invite nominations from other Voting Members seeking election to a specific position on the Management Committee. These nominations must be proposed and seconded by two other Voting Members and nominations must be in the hands of the Honorary Secretary not less than 21 days before the Annual General Meeting.
- 10.07 Notwithstanding any of the requirements in 10.06 above, if any position on the Management Committee is vacant and there are no nominations before the Annual General Meeting, then nominations may be accepted at the Annual General Meeting.
- 10.08 The club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the club can enforce any breach at its option and in its sole discretion.

## **11.0 PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

- 11.01 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there should be not less than four meetings each year.
- 11.02 The quorum of such meetings shall be six.
- 11.03 The Chairman and the Honorary 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 Honorary Secretary shall give all the members of the Management Committee not less than five days notice of a meeting unless members confirm in writing or by email their acceptance of a shorter period.
- 11.04 The Chairman or Chairmen shall decide which (if more than one) should chair the meeting. In the absence of the Chairman who normally chairs the meeting, the chair will be taken by the other Chairman (if more than one) or by the men's/ladies' captain if a single Chairman is absent.
- 11.05 Decisions of the Management Committee will be made by a simple majority.
- 11.06 In the event of an equality of votes, the Chairman or acting Chairman shall have a casting or additional vote.
- 11.07 All significant items of expenditure, all changes to established contractual relationships and all significant policy decisions shall be approved by the Management Committee.
- 11.08 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee.
- 11.09 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the conditions of service of employees of and contractors to the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of its Members.
- 11.10 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.

## **12.00 ANNUAL GENERAL MEETING**

- 12.01 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:
- to receive the Chairman's report on the activities of the Club during the previous year.
  - to receive and consider the financial accounts of the Club for the previous year together with the Honorary Treasurer's report

- to elect the auditors for the ensuing year
- to elect the Management Committee
- to decide on any resolution which may be duly submitted in accordance with rule 12.02 below
- to elect the Directors of and approve the solicitors for Cassio Gardens Ltd. (see rules 17.03 + 17.05 below)
- to deal with any special matters which the Management Committee desires to bring before the membership

12.02 The Honorary Secretary will communicate in writing to all Members by way of placing on the notice board the date of the AGM, the Agenda and details of any specific “Management Committee inspired” resolutions to be proposed not less than 21 days before the Annual General Meeting. Voting Members are entitled to propose resolutions for inclusion and these must be placed in the hands of the Honorary Secretary not less than 14 days before the Annual General Meeting and will be published on the notice board as an addition to the original notice. Such resolutions must be seconded by a Voting Member before inclusion.

12.03 No period greater than 15 months shall elapse between one Annual General Meeting and the next. Similarly accounts must be prepared within 15 months of the previous year’s presentation and approval.

### **13.0 EXTRAORDINARY GENERAL MEETING**

13.01 An Extraordinary General Meeting may be called at any time by the Management Committee and shall be called within 42 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 30 Members or one-fifth of the total of Voting Members (if lower than 30) stating the purposes for which the meeting is required and the resolutions proposed. The period of notice for an Extraordinary General Meeting can be extended with the agreement of those Members who are requisitioning the meeting.

### **14.00 PROCEDURES AT THE ANNUAL AND EXTRAORDINARY GENERAL MEETING**

14.01 The quorum for the Annual General Meeting shall be 15 Members or one-tenth of the Voting Members of the Club whichever is less.

14.02 The Chairman or Chairmen will preside at all meetings of the Club but if he/she is not present (if only one) or if they are not present (if more than one) within 15 minutes after the time appointed for the meeting or has signified an inability to be present, the men’s/ladies’ captain will preside.

14.03 Each of the following categories of Member present at the meeting shall have one vote and resolutions shall be passed by a simple majority of those present and voting:

- Senior Members
- Student Members over the age of 18
- Honorary Members
- Head Coach



- 14.04 Only Members present at the meeting are entitled to vote - unless the club management committee has agreed to enable a vote on specific items on the AGM agenda by use of remote technology such as video link, or the use of a verifiable, secure, online voting or survey system. There shall be no right for a Member to vote by proxy.
- 14.05 In the event of an equality of votes the Chairman of the meeting shall have a casting or additional vote.
- 14.06 The Honorary Secretary, or in his/her absence, a member of the Management Committee shall take minutes at Annual and Extraordinary General Meetings. These minutes will be formally approved at the succeeding Annual/Extraordinary General Meeting.

## **15.0 FINANCE**

- 15.01 Except for the purposes of subscriptions, the Club's financial year will run from 1<sup>st</sup> October to 30<sup>th</sup> September and the accounts submitted to the Annual General Meeting will be prepared accordingly.
- 15.02 Any 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 appointed signatories. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 15.03 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.
- 15.04 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.
- 15.05 The financial transactions of the Club shall be recorded in such manner as the Management Committee deems fit by the Honorary Treasurer.
- 15.06 Full accounts of the financial affairs of the Club shall be prepared each year and will be duly audited by the auditors. The accounts will be made available to every Member at the same time as the notice concerning the Annual General Meeting.

## **16.0 BORROWING**

- 16.01 No borrowing except for routine seasonal expenditure up to a maximum of £5,000 shall take place unless formal approval is sought and obtained at the Annual General Meeting or an Extraordinary Meeting.
- 16.02 The Management Committee shall have no power to pledge the personal liability of any Members for repayment of any sums so borrowed.

16.03 The Trustees (see rule 17.03 below) shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instructions in relation thereto, as the Management Committee may deem proper for giving security for which moneys and the interest payable thereon.

## **17.0 LEGAL STATUS**

17.01 Cassiobury Tennis Club is a "members' club". It can neither sue, nor can it be sued. Nor can it be represented by the courts in its own name but only through its officers. The same applies to formal contracts. Neither can the Club own property in its own name.

17.02 To overcome any problems which may be caused by these limitations, Cassiobury Tennis Club has created a legal entity - "Cassio Gardens Ltd." – to act on its behalf in such matters.

17.03 The Board of Directors of Cassio Gardens Ltd. must always be composed of Club Members. The Directors act as Trustees of the Club and their election/re-election shall take place at the Annual General Meeting of the Club each year.

17.04 The officers of the Club will indemnify the Directors of Cassio Gardens Ltd. in respect of any obligations arising out of charges or loans entered into by Cassio Gardens Ltd. on behalf of the Club.

17.05 Solicitors acting for Cassio Gardens Ltd. will be approved at each Annual General Meeting.

## **18.0 DISSOLUTION OF THE CLUB**

18.01 A resolution to dissolve the Club shall only be proposed at an Extraordinary General Meeting and shall only be passed if carried by a majority of at least 75% of the Voting Members present.

18.02 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 of the Club.

18.03 Any property/proceeds remaining after the discharge of the debts and liabilities of the Club shall be distributed, given or transferred to another registered Community Amateur Sports Club, a registered charity or the sport's governing body, such decision to be made at the Extraordinary Meeting called for the purpose.

## **19.0 ADHERENCE TO STATUTORY LEGISLATION AND GOOD PRACTICES**

19.01 The Club will do everything possible to ensure that its policies and collective conduct adhere to current legislation and good practice.

19.02 In particular:

- it will actively promote ethnic integration at all levels

- it will attach the highest level of importance to child welfare through the appointment of a Child Protection Officer and through continuing emphasis on the subject to individual Members
- it will adopt good viable Health and Safety standards

## **20.0 INJURY/LOSS OF PROPERTY**

- 20.01 Members or visitors leaving racquets, clothing or any other property do so at their own risk and the Club will not be responsible for any loss or damage arising from these circumstances.
- 20.02 Provided that the Club can prove that it has given reasonable emphasis to court maintenance and to Club facilities in general, the Club will not be responsible for any injury incurred on court by Members or guests/visitors.

## **21.0 PURCHASE AND SUPPLY OF LIQUOR**

- 21.01 The purchase and supply of alcohol shall be controlled by a Member or Members appointed by the Management Committee.
- 21.02 The permitted hours for the supply of alcohol are subject to any conditions attached to the Club's Certificate of Registration.
- 21.03 Alcohol may be served to Club Members, their guests and to other persons admitted to the Club premises (including participants in or spectators at Club matches or competitions) provided always that no alcohol shall be sold to any person who is not a Member of the Club for consumption off the premises.
- 21.04 No persons under the age of 18 shall buy or attempt to buy or shall consume alcohol on the Club's premises. In addition no person shall buy nor attempt to buy alcohol for any person under the age of 18.
- 21.05 No arrangement shall be made for any person to receive at the expense of the Club any commission, percentage or similar payment on or with reference to purchase of alcoholic products by the Club, nor shall any person connected directly or indirectly with the Club derive any pecuniary benefit from the supply of alcohol by or on behalf of the Club to Members or guests, apart from any benefit accruing to the Club as a whole.

## **22.0 COACHING**

- 22.01 The Club encourages the development of an active professional coaching environment and attaches the highest importance to the coaching of both juniors and adults.
- 22.02 The contract between the Club and the Coaching Organisation is reviewable annually, and renewable at times determined by the club committee, but no later than 3 years from the start of the contract. It shall be submitted to the Management Committee for approval.
- 22.03 The Head Coach will be a member of the Management Committee of the Club and will report to the Annual General Meeting each year on all coaching matters.

- 22.04 The Head Coach will account in summary form for the receipt and use of any moneys made available to the Coaches by the Club.
- 22.05 The Head Coach will provide to the Management Committee in April of each year a list of the Coaches who will provide coaching services to the Club for the forthcoming 12 months. Any changes to this list will be notified to the Membership Secretary. Those Coaches so listed will be entitled to use the Club's facilities, represent the Club in competitive matches and play in Club tournaments.
- 22.06 The club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the club can enforce any breach at its option and in its sole discretion.

### **23.0 VISITORS**

- 23.01 Visitors or guests are welcome at the Club and may be introduced by any Member. Before a visitor plays on court, the Member introducing him/her must make an entry in the visitors' book including both the Member's name and the name of the visitor and pay the appropriate fee. If a Member fails to adhere to the correct visitor procedure, action may be taken against him or her by the Management Committee and he or she will be liable for any unpaid visitor fees.
- 23.02 A visitor may not play more than 5 times in any one year (March 1<sup>st</sup> to February 28th). Any extension to this rule for any individual player requires the approval of the Management Committee.
- 23.03 Every member of a visiting team shall be an Honorary Member for the day of the match at which he/she is playing and every competitor in a tournament of the Club (and in the case of a competitor under 18, his parent or guardian) shall be an Honorary Member for the duration of the tournament. In addition, any visitor brought to the Club in order to participate in an LTA sponsored tournament (e.g. a singles tournament) will be regarded as an Honorary Member for the day of the match.

### **24.0 ALTERATION OF THE RULES**

- 24.01 These rules 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 Voting Members present.
- 24.02 The Management Committee shall have power to make, repeal and amend such regulations, bye-laws and standing orders as it may from time to time consider necessary for the well-being of the Club. Such regulations, bye-laws and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

Last Amended and Approved at **AGM 21<sup>st</sup> November 2016**