



RULES OF COTHAM PARK TENNIS CLUB

1. Name

The Club is called Cotham Park Tennis Club (the Club).

2. Definitions

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| 'ACLTA' | means Avon County Lawn Tennis Association; |
| 'LTA' | means Lawn Tennis Association CLG (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 Management Committee' | means the committee appointed pursuant to Rule 9 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 Rule 5; |
| 'Rules' | means the rules of the LTA as in force from time to time; |
| 'Disciplinary Code' | means the disciplinary code of the LTA in force from time to time; |
| 'Member' | means a member of Cotham Park Tennis Club; |
| 'Full Member' | means the class of membership described in Rule 5.3.2; |

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| 'Associate Member' | means the class of membership described in Rule 5.3.3; |
| 'Everyday Member' | means a Member accepted on the basis that they are entitled to use the courts every day between the hours of 8 am and 10 pm; |
| 'Weekday Member' | means a Member accepted on the basis that their use of courts is restricted to the hours between 8 am and 4 pm on Monday to Friday; |
| 'Honorary Life Member' | means a Member elected as such at a general meeting to acknowledge past services to the Club; |
| 'Country Member' | means a Member residing outside the BS postal district; |
| 'Student Member' | means a Member accepted on the basis that they are in full time study at a recognised educational or training institution; |
| 'Temporary Member' | means a Member accepted for a short period at the discretion of the Management Committee; |
| 'Non playing Member' | means a Member that does not play tennis at the Club; |
| 'Playing Parent' | means a Member accepted on the basis that they play only with Junior Members; |
| 'Junior Member' | means the class of Member who joins under Rule 5.1.2; |
| 'the Trustees' | means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.7; |
| 'right to hold Office' | means the right to hold one of the positions (a) to (g) on the Management Committee as set out in Rule 9.1. |

3. Objects

The objects of the Club are:

- (a) to provide tennis, social and other activities for its Members and generally to encourage and facilitate the playing of tennis;

- (b) to provide and maintain Club premises at 80 Redland Road, Redland, Bristol BS6 6AG and any site subsequently acquired;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to affiliate to ACLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of ACLTA and the LTA as amended from time to time and the Rules and Regulations of any body to which the LTA is affiliated;
- (e) to establish, own, operate and turn to account in any way the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (f) to make Rules and Regulations concerning the operation of the Club including without limitation Regulations concerning disciplinary procedures that may be taken against the Members;
- (g) to discipline the Members where permitted by its Rules and Regulations and to refer its Members to be disciplined by the LTA or the ACLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the ACLTA (as the case may be);
- (h) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Profit

The Club is a non-profit-making organisation. All profits and surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No profit or surplus will be distributed other than to the Full Members on winding-up or dissolution of the Club.

5. Membership

5.1 Eligibility for membership

- 5.1.1 Persons of either sex are eligible for membership of the Club provided they are at least 18 years old.

5.1.2 Persons of either sex below the age of 18 may be elected as Junior Members without the right to hold Office or vote at general meetings or share in assets on a distribution.

5.2 Admission of Members

5.2.1 Any person who wishes to become a Member must submit to the Secretary 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.

5.2.2 Candidates must accept that the Club takes no responsibility for accidents or loss of possessions and that all Members attend and play at the Club at their own risk.

5.2.3 Admission to membership and the privileges of membership will not take effect until the names and addresses of candidates have been displayed on the club notice board for two days.

5.2.4 Members must abide by these Rules and the Regulations made under Rule 18.

5.2.5 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.

5.2.6 Rule 5.2.5 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 5.2.5, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

5.2.7 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

5.3 Classes of Members

5.3.1 There shall be the following classes of Members for the Club:

Full Member

Associate

Junior (under Rule 5.1.2).

5.3.2 The following categories of membership are Full Members:

Everyday

Weekday

Honorary Life

Country

Student.

5.3.3 The following categories of membership are Associate Members:

Non Playing

Temporary

Playing parent.

5.3.4 Associate Members shall be entitled to all the privileges of membership other than share in assets on a distribution.

5.3.5 If not a Member in their own right, the Club Manager and the Director of Coaching and their assistants shall have the status of Associate Member.

5.3.6 The total number of members of the Club may not at any time fall below 25.

5.5 Subscriptions

5.5.1 The joining fee and annual subscription for each class and category of Member shall be determined by the Management Committee at a meeting in January or February each year. Subscriptions will be in respect of the year from the following 1st of April.

- 5.5.2 All Members shall pay the joining fee with the exception of Juniors and Playing Parents. All members shall pay an annual subscription fee set by the Management Committee. Subscriptions are not refundable or transferable.
- 5.5.3 Subject to Rule 5.5.5 no candidate who has been elected a Member shall be entitled to the privileges of membership until they have paid the joining fee and their first annual subscription.
- 5.5.4 Subject to Rule 5.5.5 any Member, whose joining fee or subscription is not paid by 30th April, or with the agreement of the Management Committee by the 31st May shall be deemed to have resigned his membership of the Club.
- 5.5.5 In special circumstances the Management Committee may reduce a subscription or allow a Member to pay by instalments.

6. Resignation

A Member may withdraw from membership of the Club by informing the Secretary in writing. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

7. Expulsion

- 7.1 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 them to remain a Member.
- 7.2 A Member shall not be expelled unless they are given 14 days written notice of (a) the meeting of the Management Committee at which their expulsion shall be considered and (b) written details of the complaint made against them.
- 7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to answer complaints made against them and to cross-examine any witnesses.
- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering their expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting.

7.5 The Member must not be expelled unless at least two-thirds of the Management Committee present at that meeting vote in favour of their expulsion.

8. 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 they have no right to the return of any part of their 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.

9. The Management Committee

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

- (a) the Chair
- (b) the Secretary
- (c) the Treasurer
- (d) the Membership Secretary
- (e) the Men's Captain
- (f) the Ladies' Captain
- (g) the Social and Bar Organiser
- (h) the Junior Development/Child Protection Officer
- (i) the Court Bookings and Maintenance Officer
- (j) the Minutes Secretary

9.2 A candidate for election to a Management Committee position must be nominated and seconded by a Full or Associate Member. A Member may not nominate more than one candidate for any one position.

9.3 Any person nominated as a member of the Management Committee must be a Full or Associate Member. The Club Manager or the Director of Coaching may not be nominated.

9.4 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.

- 9.5 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until the following annual general meeting.
- 9.6 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt any Member who shall serve until the next annual general meeting. Co-opted members shall not be entitled to vote at the meetings of the Management Committee. The Club Manager and the Director of Coaching will be co-opted members of the Management Committee.
- 9.7 The Management Committee may appoint any Full or Associate Member to fill any temporary vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 9.8 Retiring members of the Management Committee may be re-elected.
- 9.9 A member of the Management Committee shall be deemed to have vacated office if:
- (a) they resign their office by notice to the Secretary;
 - (b) they 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 their office be vacated;
 - (c) they are suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of ACLTA or the LTA;
 - (d) they are requested to resign by not less than two thirds of the other Management Committee members acting together.
- 9.10 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.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than six meetings each year. The quorum of such meetings shall be fixed at the first meeting after an annual general meeting. The Chair

and 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 seven days notice of a meeting.

- 10.2 The Chair shall be the chair of the Management Committee. Unless they are unwilling to do so, the Chair shall preside at every meeting of the Management Committee at which they are present. If there is no person holding that office, or if the Chair is unwilling to preside or 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 chair of the meeting.
- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of equality of votes the Chair (or the acting chair of that meeting) shall have a casting or additional vote.
- 10.4 The Management Committee may from time to time appoint from Full Members and Associate Members such sub-committees as it considers necessary and may delegate to them such 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.
- 10.5 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 the power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6 Complaints from Members to the Management Committee must be made in writing to the Secretary, for consideration by the Management Committee.
- 10.7 The Management Committee shall appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee. The Chair from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chair shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Management Committee in good faith be conclusive evidence of the fact so stated.
- 10.8 The number of Trustees shall not be more than four or less than two.

- 10.9 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, employee or agent of the Club 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.
- 10.10 The Management Committee shall provide a minutes taker at Management Committee meetings.

11. Annual general meeting

- 11.1 The annual general meeting of the Club shall be held in the month of March each year at such time as the Management Committee shall decide to transact the following business:
- (a) To approve the minutes of the previous general meeting;
 - (b) to receive the Chair's report of the activities of the Club during the previous year;
 - (c) to receive and consider the accounts of the Club for the previous year, the auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
 - (d) to elect the auditor;
 - (e) to elect members of the Management Committee;
 - (f) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
 - (g) to consider motions under Rule 13.5;
 - (h) to deal with any special matters which the Management Committee desires to bring before the membership.
- 11.2 Notice of any resolution proposed to be moved at the annual general meeting under 11.1(f) and nominations for Management Committee positions under 11.1 (e) shall be seconded and given in writing to the Secretary by February 1st.

12. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 28 days of receipt by the Secretary of a requisition in writing signed by one tenth of the Full and Associate membership or by 20 of such members (whichever is the greater number) stating the purposes for which the meeting is required and the resolutions proposed.

13. Procedures at the annual and extraordinary general meetings

- 13.1 The Secretary shall send to each Member by email or post to their last known address written notice of the date of the general meeting together with the resolutions to be proposed under Rule 12 or Rule 11.1(f) and nominations under 11.1(e) at least 14 days before the meeting.
- 13.2 The quorum for the annual and extraordinary general meetings shall be 8 Full or Associate members.
- 13.3 The Chair shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting or has signified their inability to be present at the meeting the Members present and entitled to vote may choose one of their number to be chair of the meeting.
- 13.4 Each Full and Associate Member present shall have one vote and resolutions shall be passed by a simple majority of those Full and Associate Members present and voting. In the event of an equality of votes the chair of the meeting shall have a casting or additional vote.
- 13.5 Motions from the floor can only be accepted if they are in the form of a recommendation to the Management Committee.
- 13.6 The Management Committee shall provide a minutes taker at annual and extraordinary general meetings.
- 13.7 There shall be no right for a member to vote by proxy.

14. Purchase and supply of liquor

- 14.1 Purchase for the Club and supply by the Club of intoxicating liquor must be at the absolute discretion of the Management Committee.

- 14.2 Intoxicating liquor may only be sold to persons over 18 years of age.
- 14.3 Profits made from the sale of liquor shall be solely for the benefit of the Club.
- 14.4 No person shall receive at the expense of the club any commission, percentage or similar payment on, or with reference to, purchases of alcohol by the club.
- 14.5 No person, directly or indirectly, shall derive any pecuniary benefit from the supply of alcohol by or on behalf of the club to members or guests, apart from:
- (a) any benefit accruing to the club as a whole, or
 - (b) any benefit which a person derives indirectly by reason of the supply giving rise or contributing to a general gain from the carrying on of the club.
- 14.6 There shall be no off-sales except to members in person.

15 Guests

- 15.1 Any Member may introduce up to 6 guests at any one time to the Club, 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.
- 15.2 The Member introducing a guest must enter the name and address of the guest together with their own name in a book which must be kept on the Club's premises.
- 15.3 It is the responsibility of the Member to ensure that the correct guest fee is paid.
- 15.4 The Member must stay at the club for the duration of their guest's visit.
- 15.5 The Management Committee may by Regulations under Rule 18 restrict the number of guests permitted to play on the Club courts.

16. Permitted hours

The permitted hours for the supply of intoxicating liquor are from 12 noon to 11 pm on Monday to Thursday, from 12 noon to midnight on Friday and Saturday and from 12 noon to 11 pm on Sundays.

17. Alteration of the Rules

- 17.1 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-third of the Full and Associate Members present and voting at the general meeting, the notice of which contained particulars of the proposed alteration or addition.
- 17.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these Rules the Secretary must give written notice of the alteration or addition to the chief officer of the police and to the proper officer of the local authority of the district in which the Club is situated.

18. Regulations

- 18.1 The Management Committee shall have power to make, repeal and amend such Regulations, as it may from time to time consider necessary for the well-being of the Club. Such Regulations and any repeals or amendments to them shall have effect until set aside by the Management Committee. A copy of the current Regulations will be displayed in the Clubhouse.
- 18.2 Members shall abide by the LTA Code of Conduct, a copy of which is displayed in the Clubhouse.
- 18.3 Club coaches shall abide by the Code of Ethics and Conduct for Sports Coaches, a copy of which is in the LTA Official Handbook.
- 18.4 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.

19. Finance

- 19.1 No financial commitment will be entered into on behalf of the Club without prior consent of the Management Committee except that the Treasurer alone may authorise specific routine recurring payments up to specified limits.
- 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 cheque or bank transfer document signed by two of the signatories who shall be the Chair, Secretary,

Treasurer and nominated Trustees as specified in a Bank Mandate. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

- 19.3 Subject to Rule 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.
- 19.4 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.
- 19.5 The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Management Committee thinks fit.
- 19.6 Accounts of the financial affairs of the Club, consisting of an Income and Expenditure Account and Balance Sheet shall be prepared each year for the year to 30 September. A report on these accounts shall be prepared by the auditor. The accounts must be made available to every Member at the annual general meeting.

20. Borrowing

- 20.1 The Management Committee may borrow a maximum total amount of £40000 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.
- 20.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at a general meeting.
- 20.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 20.4 The Trustees 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 instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

21. Property

- 21.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They 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.
- 21.2 The Trustees shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which they may become liable by reason of any contract entered into or act or thing done by them in good faith as such Trustee in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of their duties. The Committee may give to any Trustee, 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.

22. Dissolution

- 22.1 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 four fifths of the Full Members present and voting.
- 22.2 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.
- 22.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed among the Full Members equally.