

Portlethen Tennis Club

CONSTITUTION

1 NAME

The name of the Club shall be the "PORTLETHEN TENNIS CLUB (the "**Club**)".

2 THE CONSTITUTION

The Club is constituted by these Rules as a Non profit making Members' Club.

3 DEFINED TERMS

Within this Constitution, unless the context requires otherwise:

"**The Club**" means Portlethen Tennis Club.

"**Member**" means a member of the Club, admitted to in accordance with Clause 5.2

"**Ordinary Member**" means a member of the Club aged 16 years or over, as defined in Clause 5.2.2

"**Committee**" means the committee appointed under Clause 6 to manage the Club.

"**These rules**" means the rules set out in this Constitution.

"**District Association**" means the North East of Scotland Lawn Tennis Association or such successor entity or entities as become(s) the District Association for the Portlethen and District area.

"**LTA**" means the Lawn Tennis Association Limited (company registration number 07459469) and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis in the United Kingdom from time to time.

"**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.

4. AIMS and OBJECTS

The primary aims of the Club are to facilitate and encourage the playing of tennis within Portlethen and District and especially to foster the development of the game amongst the young people of the area.

In furtherance of these aims, 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 liaise and collaborate with Aberdeenshire Council, Portlethen and District Bowling Club and any other organisation that owns or leases the tennis courts and adjacent facilities at Bourtree Pavilion, Portlethen, to enable Members to make use of the tennis courts and adjacent facilities;
- (c) to take and retain a membership of the District Association (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 District Association 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;
- (d) to acquire, establish, own, operate and use 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;
- (e) subject to the LTA Rules, the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules and regulations concerning the operation of the Club and the conduct of Members;

- (f) to do all such other things as the Committee thinks fit to further the interests of the Club and pursue the aims and objects stated in this Constitution.

5. **MEMBERSHIP**

5.1 ***Admission of members***

- 5.1.1 Persons of either sex are eligible for Ordinary membership of the Club provided they are at least 16 years old. Persons below the age of 16 may join the Club as Junior Members or as part of a Family membership (if such a membership class is in operation) but may not hold office or vote at general meetings.
- 5.1.2 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.
- 5.1.3 The number of Members is unlimited.
- 5.1.4 Any person who wishes to become a Member must submit an application in such form as the Committee shall decide. Subject to clauses 5.1.2 and 5.1.3 above, the Committee has the absolute discretion to decide whether to admit the applicant as a Member.

5.2 ***Classes of membership***

- 5.2.1 There shall be four main classes of membership:
Senior: for those 16 years of age and older
Family: for a family group consisting of up to two adults and four children (subject to such conditions as the Committee may from time to time determine)
Veteran: for those 65 years of age and older
Junior: for those under 16 years of age
- 5.2.2 Within the classes of membership defined above, all persons of 16 years or older will be regarded as **Ordinary Members**.
- 5.2.3 The Committee may introduce additional classes of membership for the Club from time to time.
- 5.2.4 The Committee may decide whether any restrictions should be placed on any class such as (but without limitation to) restrictions regarding the holding of office or receiving notice of, attending and voting at general meetings.

5.3 ***Conditions of membership***

- 5.3.1 Each member (of each class) agrees, as a condition of membership, to be bound by and subject to:
- these rules;
 - the rules and regulations of the District Association (as in force from time to time);
 - the LTA Rules and the LTA Disciplinary Code.
- 5.3.2 Rule 5.3.1 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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
- 5.3.3 The Committee may 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 these rules.
- 5.3.4 A Member may resign from the club at any time by giving notice, in writing, to the Club. Membership shall not be transferable in any event and shall cease immediately on death.
- 5.3.5 Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and 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.]

5.4 **Subscriptions**

- 5.4.1 All subscriptions shall be set by the Annual General Meeting.
- 5.4.2 Annual subscriptions, for the subscription year 1st March to end February, shall be payable by a date set by the Committee.
- 5.4.3 The Committee may from time to time decide to decrease or waive subscriptions either generally or on a case by case basis which decision will not require ratification by the Members in general meeting.
- 5.4.4 Any Member whose subscription is not paid (or waived) by such date as the Committee shall decide each year shall be deemed to have resigned from the Club.

6. **COMMITTEE**

The Office-Bearers of the club shall consist of a President, a Vice-President, a Secretary and a Treasurer, who, along with up to eight Ordinary Members shall constitute the Committee. The President, or in his or her absence the Vice-President, will preside at all meetings and shall be entitled to a deliberate and, if necessary, a casting vote.

- 6.1 The affairs of the club shall be managed and controlled by the Committee. A quorum for Committee meetings shall be formed by FIVE members, at least one of whom is an Office Bearer..
- 6.2 The Committee members shall be proposed, seconded and elected by ballot at the Annual General Meeting. Members of the Committee shall retire annually but will be eligible for re-election. A Member may not be elected to the Committee unless he/she is present at the meeting or has given written notice to the Secretary indicating his/her willingness to serve on the Committee.
- 6.3 The Committee shall have the sole right to interpret the Constitution and to give directions in cases not provided for therein, and all Orders and Regulations made by them shall be binding on all Members until set aside by a General Meeting.
- 6.4 Casual vacancies occurring in the Committee may be filled by co-option at the discretion of the Committee.
- 6.5 The Committee may delegate any part of its duties (except the election of Members) to one or more Sub-Committees which may be composed of any Members of the Club.
- 6.6 The Club agrees that each member of the 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 regulations of the relevant District Association 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

7.0 **COACHES AND PLAYERS**

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

8.0 **GENERAL MEETINGS**

8.1 ***Annual General Meeting***

- 8.1.1 The Annual General Meeting shall be held at a place and a time to be fixed by the Committee each year, between 15th October and 31st January inclusive.
- 8.1.2 The business of the Annual General Meeting shall be the confirmation of the Minutes of the previous Annual General Meeting, and of any subsequent Extraordinary General Meetings, the consideration of the Committee's reports and the Treasurer's Accounts for the year, the election of Office-Bearers and Committee for the ensuing year, the appointment of an Auditor, and any items of which notice has been given and details included in the Agenda.

8.2 ***Extraordinary General Meetings***

- 8.2.1 An Extraordinary General Meeting may be called by the Committee or by written requisition being made to the Secretary and signed by at least one-third of the Ordinary Members.
- 8.2.2 The business of such Extraordinary General Meetings shall be restricted to matters contained in the notice convening the meeting.

8.3 ***Procedures for General Meetings***

- 8.3.1 In the absence of both the President and Vice-President, the Chairman shall be appointed by the meeting.
- 8.3.2 Each Ordinary Member shall have one vote only and SHALL NOT be entitled to vote unless all monies due by him to the club have been paid.
- 8.3.3 One third of the Ordinary Members shall constitute a quorum at Extraordinary General Meetings and, in the case of the Annual General Meeting, this quorum will apply to consideration of constitutional amendments only.
- 8.3.4 Any member entitled to vote at a General meeting may appoint a proxy to vote on their behalf by notifying the Secretary, in writing, at least seven days prior to the meeting and stating the name of the proxy. The number of proxy votes will not count towards the quorum.
- 8.3.5 At least fourteen days notice of all meetings shall be given to Members, in writing, by the Secretary.

9.0 **ALTERATION OF CONSTITUTION**

No part of the Constitution may be altered except at the Annual General Meeting or at an Extraordinary General Meeting called for the purpose, and notice of any proposal affecting the Constitution must be given to the Secretary at least 28 days prior to such a meeting.

- 9.1 To be carried, a proposal affecting the Constitution must receive a two-thirds majority of those voting (including proxy votes).

10.0 **ACCOUNT AND AUDIT**

The Treasurer of the Club shall, subject to the instructions of the Committee, receive and disburse all monies due to or by the club and shall keep regular books showing the accounts and transactions of the club. The Accounts of the club shall be made up by the Treasurer to the 30th September in each year and an account of Income and Expenditure during the preceding year and a Balance Sheet showing the financial position of the club, certified by the Auditor shall be submitted for approval of the Annual General Meeting following.

- 10.1 The financial year to run from 1st October to 30th September.

- 10.2 Subject to Clause 11.2, the income and property of the Club shall be applied solely

in furtherance of the objects of the Club as set forth in these Rules and no portion thereof shall be paid or transferred, directly or indirectly, to any member of the Club, other than for the provision of goods or services or the remuneration of expenses.

- 10.3 The Committee may not borrow funds on behalf of the Club nor authorise any expenditure which might exceed the current value of funds held by the club without sanction of a General Meeting, at which provision for the underwriting of any liabilities incurred by the Club must be agreed.

11.0 **DISSOLUTION**

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 voting (including proxy votes).

- 11.1 The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

- 11.2 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

Approved by AGM 28th January 2014