

# CONSTITUTION OF PINNER LAWN TENNIS CLUB (PLTC)

Adopted at Annual General Meeting 2nd March 2014

## 1. Name and Constitution

The Club, is called Pinner Lawn Tennis Club ("the Club").

This document – “The Club Constitution” - details the over-riding rules of the Club.

This Club Constitution may be altered only by resolution at an annual or extraordinary general meeting that is passed by a majority of at least two-thirds of the Members present and voting.

## 2. Definitions

### 2.1 – *Meaning of Terms*

- “the Chairman” means the person elected to be the chairman of the Club in accordance with Rule 7;
- "the Honorary Secretary” means the person elected to be the honorary secretary of the club in accordance with Rule 7;
- “the Honorary Treasurer” means the person elected to be the honorary treasurer of the Club in accordance with Rule 7;
- “the LTA” means the Lawn Tennis Association of 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;
- “the LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time;
- “the LTA Rules” means the rules of the LTA as in force from time to time;
- "the Management Committee" means the committee appointed under Rule 7 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;
- "the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 9;
- “the subscription year” means the 12 months from the start of the tennis season (1st April).

## 3. Objects

The objects of the Club are:

- principally to provide facilities for and generally to promote, encourage and facilitate the playing of tennis in the area of Pinner by members of local communities and those from surrounding areas ;

- to own, operate, manage and maintain the Club tennis court facilities at Little Moss Lane, together with buildings and easements, fixtures and fittings, accessories and equipment for the use of its members;
- to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002, or other such similar legislation which replaces or complements this, including provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- to promote the social dimension of club membership, which will include selling or supplying food or drink and running social events on an occasional basis;
- to take and retain a membership of the county Lawn Tennis 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 both as amended from time to time including the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- to achieve standards of good practice and operation in the development of tennis, particularly among children and young people, for example by achieving and retaining Tennis Clubmark accreditation;
- to do all such other things as the Management Committee thinks fit to further the interests of the Club and to promote increases in participation at all levels of tennis at the Club.

#### **4. Application of Surplus Funds**

- 4.1 The Club is a non-profit making organisation. Subject to Rule 15, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in Rule 3. No portion of surplus funds shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply of goods or services, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.
- 4.3 No Member or non-member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

#### **5. Membership**

##### *5.1 Eligibility for membership*

- 5.1.1 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.
- 5.1.2 Persons below the age of 18 may not be elected as Full Adult Members and will not have the right to hold office or vote at general meetings.
- 5.1.3 The maximum number of Members is limited to 300, due to available facilities.

## 5.2 Admission procedure for new Members

- 5.2.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club.
- 5.2.2 A person shall not be entitled to any privileges of the Club until two days have passed since their application for membership was submitted, whether or not they are admitted as a Member before those two days have lapsed.
- 5.2.3 Every candidate for membership (or their parents or guardian in the case of a Junior/Mini-Junior member) should be provided with a web-link to a file containing this Constitution and any other Rules, Regulations and bye-laws currently in force.

## 5.3 Classes of Membership

- 5.3.1 There shall be the following classes of members of the Club:
- Full Adult
  - Mid-week / Off-peak
  - Premier Junior
  - Student / Under 25
  - Junior (those aged 10-16)
  - Mini-Junior (those aged 4 to 9)
- 5.3.2 Subject to rule 5.5.1, the criteria, privileges, entrance fee and annual subscription associated with each class of membership will be determined by the Management Committee prior to the start of each subscription year and approved by the AGM. Details will appear in the Members' Application and Renewal Form for the subscription year.
- 5.3.3 The Management Committee may, from time to time, introduce new classes of member as it sees fit.

## 5.4 Conditions of membership

- 5.4.1 Every member (or their parent or guardian in the case of a Junior/Mini-Junior member) agrees as a condition of membership to be bound by and subject to:
- the rules in this Constitution and any Policies, Rules, regulations and bye-laws of the Club currently in force and properly agreed and advertised by the Management Committee
  - the LTA Rules and Disciplinary Code and the rules and regulations of the county LTA as currently in force.
- 5.4.2 Rule 5.4.1 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.
- 5.4.3 The Management Committee may, subject to Rule 6, terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach by a member of any condition of membership set out in these Rules.

- 5.4.4 The privileges of membership relevant to each class of member shall be determined by the Management Committee from time to time and made clear on the application or renewal form and elsewhere. Only Full Adult members shall be entitled to receive notice of, attend and vote at general meetings.

### *5.5 Subscriptions*

- 5.5.1 The entrance fee (if any) and annual subscription paid by each Class of Member shall be determined annually by the Management Committee and approved by the Members at the AGM prior to the start of each subscription year. The Management Committee shall ensure that the projected annual income allows the Club to meet its anticipated annual operating and development costs but are not so high as to form a significant obstacle to members of the local community who might wish to join.
- 5.5.2 At the discretion of the Management Committee, the entrance fee (if any) and the Full Adult annual subscription can be paid in up to four monthly instalments, to avoid a large lump sum payment being an obstacle to membership.
- 5.5.3 The annual subscription will run from the start of the season (normally April 1st). New Members joining mid-way through the subscription year will pay a pro-rated sum based on the number of months remaining in the subscription year.
- 5.5.4 No candidate who has been elected a Member shall be entitled to the privileges of membership until they have paid the entrance fee (if any) and their first annual subscription (or first part thereof under 5.5.2).
- 5.5.5 Any Member whose entrance fee (if any) or subscription is not paid by such date as the Management Committee shall decide each year shall be deemed to have resigned their membership of the Club.

### *5.6 Availability of Club facilities to Members*

- 5.6.1 The Club's facilities shall be available to Members without discrimination.
- 5.6.2 The Club is open for play between 08:00 and 22:00 each day, or at such other times or for such other periods as the Management Committee shall decide and subject to the current rules regarding playing privileges, availability, court reservation, etc.

### *5.7. Resignation and Membership Suspension*

- 5.7.1 A Member may withdraw from membership of the Club only when the annual subscription becomes payable. Except as under 5.7.4, resignations are not permitted in the middle of a subscription year and no refund of annual subscriptions is allowable.
- 5.7.2 In the case of serious illness/injury, a Member's membership may, at the discretion of the Management Committee, be suspended for the remainder of the subscription year. During the suspension period, the Member may not use the playing facilities and the unused portion of their subscription will be placed 'on hold'. At the end of the suspension period the Member may again use the playing facilities and the 'on hold' subscription credited towards the next annual membership subscription.
- 5.7.3 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.
- 5.7.4 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.

## **6. Expulsion and other sanctions**

- 6.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring the Club or the Game into disrepute or to leave the club open to legal or financial risk.
- 6.2 A non-exclusive list of conduct likely to lead to expulsion includes theft of club or members' property, damage to club property, threatening or abusive behaviour towards another member, guest, parent, visiting player or neighbour, harassment, bullying, wilful breaking of club rules, breaching of rules relating to child protection, repeated failure to conform to reasonable requests from a member of the Management Committee or from a team captain or from a coach.
- 6.3 A Member shall not be expelled unless they are given 14 days' written notice of the meeting of the Management Committee at which their expulsion shall be considered and written details of the complaint made against them.
- 6.4 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against them. The absence of the Member from the meeting does not invalidate the meeting and decisions made. A Junior Member may be accompanied by their parents or guardians on such occasions and an adult by any other Full member. The member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of their expulsion.
- 6.5 Any member of the Management Committee with a direct, personal involvement in the conduct leading to the complaint should not have a vote on the expulsion.
- 6.6 The Management Committee may exclude the Member from the Club's premises until the meeting considering their expulsion has been held.
- 6.7 The Member may appeal against the Management Committee's decision in writing to the Committee, which appeal will be duly considered, but the Committee's decision in such matters is final.
- 6.8 Any person ceasing to be a Member as a result of expulsion forfeits all right to and claim upon the Club, its property and its funds except that any unexpired portion of their subscription shall be refunded.
- 6.9 Sanctions less severe than expulsion can be applied at the discretion of the Management Committee in response to particular circumstances of lesser magnitude than those leading to expulsion or a first occurrence of such offence. Such sanctions may include removal of specific privileges for a specific time, suspension of membership for a specific time or an informal or formal warning. A member may appeal against such sanction in writing to the Committee, which appeal will be duly considered, but the Committee's decision in such matters is final.
- 6.10 A document describing expected playing Etiquette Standards and Complaints Procedures forms an Appendix to this Constitution and this will be displayed on club notice-boards.

## **7. The Management Committee**

- 7.1 The Club shall be managed by a Management Committee, which shall be elected to particular roles each year at an Annual General Meeting. The members of the Management Committee will exercise all of the powers of the Club for the purposes of the management of the Club in accordance with the club's objectives (as Rule 3).
- 7.2 In furtherance of the day-to-day management and well-being of the club, the Management Committee has the authority to make rules, policies, regulations, bye-laws and standing orders concerning the operation of the Club including regulations concerning disciplinary procedures that may be taken against the Members, subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction;
- 7.3 The Management Committee will consist of the Officers:
- the Chairman;
  - the Vice-Chairman;
  - the Honorary Secretary;
  - the Honorary Treasurer;
  - not more than 8 other Members which may include the Membership Secretary, the Mens and Ladies captains, the Social Secretary, the Social Tennis Secretary, the Tournament Organiser, the Bar Manager, the Junior Secretary or any other role that the Management Committee may determine from time to time.
  - the Head Coach (ex-officio).
- 7.4 The Officers may co-opt a maximum of 2 additional members into the Management Committee until the next AGM, to undertake specific roles. Such co-opted Committee members will not have voting rights on the Committee.
- 7.5 Subject to termination of office by resignation, removal or otherwise, all elected members of the Management Committee will serve for a period of one year, after which they can resign or seek re-election. There is no limit on the number of years that any one person can serve in any one role.
- 7.6 Each member of the Management Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected by completing the HMRC self-declaration form.
- 7.7 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 regulations of the county LTA 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.
- 7.8 The Head Coach does not stand for annual election or re-election but is appointed by the Management Committee in accordance with a separate contract (the Pinner Lawn Tennis Club Head Coaching contract) which is reviewed and renewed from time to time. In all other respects, the Head Coach is subject to the same responsibilities and privileges as any other member of the Management Committee.
- 7.9 At least 2 weeks prior to each Annual General Meeting, the Honorary Secretary shall make available to all Full Members a nomination form for the election of members to particular positions on the Management Committee. Those persons proposed to be nominated as members of the Management Committee must have consented to the nomination and

declare themselves to be fit and proper persons in accordance with Rule 7.6. They must be nominated and seconded by any two Full Members on the form prescribed by the Management Committee and must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year.

- 7.10 Any person nominated to be a member of the Management Committee should be a Full Adult playing member. A person nominated as Chairman should have previously served on the Management Committee.
- 7.11 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 Annual General Meeting. If there is more than one candidate for any particular vacancy there shall be an election at the Annual General Meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 7.12 A member of the Management Committee shall be deemed to have vacated office if they:
- become bankrupt or makes any arrangement or composition with their creditors generally; or
  - resign their office by notice to the Management Committee; or
  - 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 the office be vacated; or
  - 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 the county LTA or the LTA; or
  - are requested to resign by not less than two-thirds of the other Management Committee members acting together
- 7.13 Any person accepting nomination for election to the Management Committee who has any financial interest in tennis must make such interest known to the AGM prior to the election.
- 7.14 The members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club. During their time in office, they are also entitled to such other discounts and privileges as are formally agreed by the Management Committee at a Management Committee meeting, the minutes of which should be available to members.
- 7.15 The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the well-being of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club, if it is registered as such. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## **8. Proceedings of the Management Committee**

- 8.1 Management Committee meetings shall be held as often as the Management Committee thinks fit. The quorum for such meetings shall be at least 2 Officers and at least 3 others. 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 7 days' notice of such a meeting.

- 8.2 The Chairman shall be the chairman of the Management Committee. The Chairman shall preside at every meeting of the Management Committee at which they are present. In the absence of the Chairman, the Vice-Chairman shall preside. If neither the Chairman nor Vice-Chairman is able and willing to preside, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
- 8.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.
- 8.4 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 and shall conduct their business in accordance with the directions of the Management Committee.
- 8.5 The Management Committee shall be responsible for the management of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 8.6 Minutes of all Management Committee meetings will be recorded by the Honorary Secretary (or a suitable alternate) and held securely in the club archive. Minutes will be distributed to members of the Management Committee and, subject to the removal of details deemed by the Committee to be personal/confidential, made available to all Members.

## **9. Trustees**

- 9.1 The lands and premises of the Club shall be vested in four Trustees upon trust for sale for the members of the Club according to the Rules thereof and to be sold, leased, mortgaged or otherwise dealt with by the Trustees as the Management Committee shall by resolution direct;
- 9.2 The number of Trustees shall be maintained at four and on any vacancy occurring the Management Committee shall as soon as may be possible nominate a member to fill that vacancy;
- 9.3 At the start of each subscription year the Hon Secretary will check with the Trustees to ensure they are prepared to serve for another year.
- 9.4 The power of nominating a new Trustee shall be vested in the Management Committee;
- 9.5 The appointment of a new Trustee shall be by Deed of the continuing Trustees, who shall appoint only such persons who are nominated under paragraph 9.4 of this Rule;
- 9.6 No person shall be eligible for nomination and appointment as a Trustee unless of full age and capacity;
- 9.7 A Trustee shall continue to hold office as Trustee for so long as they are qualified under paragraph 9.6 of this Rule or until death, retirement or removal from the office of Trustee;
- 9.8 A Trustee may be removed from their office of Trustee with the authority of a resolution of seventy five percent (75%) of the members present in General or Special General Meetings and thereafter their place as Trustee shall be deemed to be vacant;



- 9.9 No sale, mortgage, charge, lease or other dealing with the land or premises of the Club shall be made by the Trustees except with the authority of a resolution of seventy five percent (75%) of the members present in General or Special General Meetings;
- 9.10 A statement purporting to be signed by the Chairman and two members of the Committee of the Club that a resolution as required by the Rules has been passed for the sale, leasing, mortgage or otherwise dealing with the lands or premises of the Club or any part thereof shall be conclusive evidence of the facts therein stated in favour of a purchaser, lessee, mortgagee or other person entering into a dealing for value of the said lands or part thereof;
- 9.11 The proceeds of the sale of the lands and premises of the Club shall be invested with the consent in writing of the Management Committee in the names of the Trustees in any investments whatsoever and wheresoever, and, without prejudice to the generality thereof, may be applied in the purchase of other freehold or leasehold land for the general purpose of the Club and in improvements and additions to the lands and premises held from time to time;
- 9.12 Deeds of appointment, certificates and all other documents of title of or appertaining to the lands and premises of the Club shall be deposited with an appropriate bank or solicitor and shall be withdrawn by the Trustees only in accordance with the written directions of the Committee;
- 9.13 Any Trustee or Trustees shall be indemnified at all times against all costs, fees and expenses lawfully incurred by them in respect of any authorised dealing with the said land, premises and assets of the Club and in the execution of any deed or in the prosecution or defence of any legal proceedings in connection therewith;
- 9.14 In the event of the passing of a resolution for voluntary winding up, (as under Rule 15), the assets of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of the Club, but on realisation, shall be given or transferred to the Lawn Tennis Association for use in community-related initiatives in Middlesex.

## **10. General Meetings**

### **10.1 General provisions**

- 10.1.1 The Chairman, or, in their absence the Vice-Chairman, shall preside at all general meetings of the Club. If neither are available, the Members present and entitled to vote may choose one of the other members of the Management Committee present to preside.
- 10.1.2 At all general meetings the quorum shall be twenty members who are entitled to vote.
- 10.1.3 If the persons attending a 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.
- 10.1.4 The Chairman of the meeting may permit persons who are not Members to attend and speak at a meeting.
- 10.1.5 Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 10.1.6 The Honorary Secretary, or in their absence a member of the Management Committee, shall take minutes at all general meetings.

10.1.7 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

## 10.2 *Annual General Meetings (AGMs)*

10.2.1 The annual general meeting of the Club shall be held at least 4 weeks (and preferably 6 weeks) before the start of the subscription year at such date and time as the Management Committee shall decide, to transact the items of business under 10.2.4, below

10.2.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Honorary Secretary not less than 14 days before the meeting.

10.2.3 Not less than 10 days notice (notice-board and email) will be given to all Full Members of the location, date and time of an AGM.

The accidental omission to give notice of a meeting to an individual member or members shall not invalidate the proceedings of that meeting.

The notice will include:

- The Agenda
- The minutes of the previous year's AGM
- Nominations for election to Management Committee posts
- The Club's accounts for the last financial year
- The received resolutions, including the proposed subscription rates for the coming subscription year.

10.2.4 The following business will be conducted at the AGM:

- receive reports of the activities of the Club during the previous year;
- receive and consider the accounts of the Club for the previous year;
- agree the subscription fees for the coming year;
- elect the Officers and other members of the Management Committee for the period until the next AGM;
- vote on any resolution which may have been duly submitted in accordance with Rule 10.2.2, above;
- deal with any other matters which the Management Committee desires to bring before the membership.

## 10.3 *Extraordinary General meetings (EGMs)*

10.3.1 An EGM may be called at any time by the Management Committee and shall be called within 10 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 20 Full Members stating the purposes for which the meeting is required and the resolutions proposed.

10.3.2 No business shall be transacted at the Meeting other than that specified in the notice convening the meeting.

## **11. Purchase and supply of liquor**

- 11.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Management Committee.
- 11.2 No one may at any time receive at the expense of the Club any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
- 11.3 No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.
- 11.4 The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate.
- 11.5 Intoxicating liquor will be supplied only in strict accordance with the terms of the Club's Club Premises Certificate
- 11.6 As soon as possible and in any case within 28 days after the making of any alteration or addition to the rules under this heading, the Honorary Secretary must give written notice of the alteration or addition to the proper Licensing Authority.

## **12. Guests**

- 12.1 A member, may, on payment of the appropriate Visitor's fee, invite guests to the Club to play tennis, provided that the number of guests so invited by that member shall not exceed six in any one year and provided that no one whose application for membership has been declined or who has been expelled or has had membership restricted or suspended from the Club may be introduced as a guest.
- 12.2 No guest invited to the Club to play tennis may play more than six times in any one subscription year.
- 12.3 Visitor's fees must be paid before any play commences and the introducer must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.
- 12.4 The amount of any Visitor's fees to be paid in respect of any such guest and the method shall be determined by the Management Committee.
- 12.5 The introducing member shall accompany their guest(s) at all times and is responsible that their invited guest(s) abide by the rules of the club in all respects
- 12.6 A visitor under the age of 16 cannot play in an adult social session without previous agreement of the Coach or the Social Tennis Secretary.
- 12.7 Non-members playing tennis in Open tournaments or representing teams playing against the club must have given their names to the club and are assumed to be guests of the club and are expected to abide by the rules of the club but are not expected to pay a Visitors' fee

- 12.8 Non-members attending social events at the club, non-members receiving coaching, spectators watching matches, parents of children attending coaching session are assumed to be temporary non-playing members of the club for the duration of the event and are expected to abide by the rules of the club.

### **13. Finance and Borrowing**

- 13.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. The Honorary Treasurer, or their alternate, on their own authority may draw sums by direct bank transfer of up to an amount agreed by the Management Committee to pay for any bills or services properly incurred by the club. The specific, written agreement from 2 other Officers should be obtained to draw sums greater than that sum.
- 13.2 The Honorary Treasurer, or their alternate, may authorise (or amend or remove) Direct Debit or Standing Order instructions for payment of regular bills or services properly incurred by the club.
- 13.3 The signature of 2 Officers is required on any cheque drawn on the club's account.
- 13.4 Any moneys not required for imminent use may be invested in such risk-free deposits as the Management Committee in its discretion thinks fit.
- 13.5 The financial transactions of the Club shall be properly recorded by the Honorary Treasurer in such manner as the Management Committee thinks fit.
- 13.6 Full accounts of the financial affairs of the Club shall be prepared at the end of each calendar year. These annual accounts will be made available to every Member when notice concerning the annual general meeting is given (see 10.2.3, above).
- 13.7 The Management Committee may borrow a maximum total amount of £50,000 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.
- 13.8 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.
- 13.9 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 13.10 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.

## **14. Notices**

- 14.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by posting it to the intended recipient's address (as indicated on their renewal form, or as subsequently amended), by sending it or supplying it in electronic form to an email address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 14.2 Any notice or other information sent by the Club by post, is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- 14.3 Any notice or other information sent using electronic means, is treated as being received within 48 hours of it being sent.

## **15. Dissolution**

- 15.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
- 15.2 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.
- 15.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of the Club, but shall be given or transferred to the Lawn Tennis Association for use in community-related initiatives in Middlesex.