

## RIVERSIDE TENNIS CLUB CONSTITUTION

### COMMUNITY AMATEUR SPORTS CLUB

**Approved at the Annual General Meeting on 1 October 2012 and subsequently amended at:  
The Annual General Meeting on 9 October 2017, and  
The Extraordinary General Meeting on 4 July 2019**

#### 1. Name

The Club, established in 1912, is called Riverside Tennis Club (“the Club”)

#### 2. Definitions

- 2.1. “the Chairman” means the person appointed from time to time to be the chairman of the Club in accordance with Rule 9;

“the CLTA” means Wiltshire County Lawn Tennis Association;

“the Game” means the game of tennis;

“the Secretary” means the person appointed from time to time to be the secretary of the Club in accordance with Rule 9;

“the Treasurer” means the person appointed from time to time to be the treasurer of the Club in accordance with Rule 9;

“the LTA” means the Lawn Tennis Association (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 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 in force from time to time;

“the Committee” means the committee appointed under Rule 9 to manage the Club;

“Officers of the Committee” means the Chairman, the Secretary, the Treasurer, the Membership Secretary, the Tournament Secretary and the Club Coordinator.

“the Members” means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

“the President” means the person appointed from time to time to be the president of the Club; and

- 2.2. Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associates of persons and partnerships.

### **3. Objects**

The objects of the Club are:

- (a) Principally to provide facilities for and generally promote, encourage and facilitate the playing of the Game in the area of and amongst the community;
- (b) To provide and maintain Club premises off Coldharbour Lane, Salisbury, Wiltshire and Club-owned tennis equipment for the use of its Members;
- (c) To provide other ordinary benefits of an amateur sports club as set out in Part 13, Chapter 9 of the Corporation Tax Act 2010 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- (d) To sell or supply food or drink as a social adjunct to the sporting purpose of the Club;
- (e) To take and retain a membership of the CLTA (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 CLTA 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;
- (f) To acquire, establish, own, operate and turn to account in any way for the Members' benefit the tennis court facilities of the Club together with building and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) Subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (h) Subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or CLTA (as appropriate);
- (i) To make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs;
- (j) To do all such other things as the Committee thinks fit to further the interest of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

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

- 4.1. The Club is a non-profit making organisation. The income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred directly or indirectly to 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 by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are

approved by the Committee (without the Member being present) and are agreed with the member on an arm's length basis.

4.3. No member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

## **5. Membership**

### **5.1. Eligibility for membership**

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.

The number of members may be limited to suit the available facilities as determined by the Committee from time to time.

Membership categories may be created, altered or removed by the Committee.

Membership categories for which a subscription is payable will be specified at Membership Renewal each year.

The Committee shall in its absolute discretion decide who should be appointed Honorary Members and therefore not be required to pay a subscription.

### **5.2. Admission of Members**

Any person who wishes to become a Member must submit an application in such form as the Committee shall decide. Every candidate for membership shall be considered by the Club Co-Ordinator or Head Coach in the case of Juniors and by the Membership Secretary (or the Committee if deemed appropriate) in the case of all other membership categories. Membership shall be granted no sooner than 48 hours after receiving the application. During this period applicants may join in club tennis events without charge but shall not be considered a member and shall not be entitled to purchase or consume alcohol on the premises unless they are a bona fide guest of a Member. A membership application may be rejected if admitting the candidate to membership of the Club would be contrary to the best interests of the sport of the good conduct and interests of the Club. An application to be rejected must be agreed by a majority of the Committee.

### **5.3. Conditions of membership**

5.3.1. Each Member agrees as a condition of membership:

- (a) To be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time); and
- (b) To be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and
- (c) To be bound by the Club's relevant Code of Conduct (as in force from time to time).

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 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 subject to Rule 7 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 this rule.

#### **5.4. Categories of Members**

- 5.4.1. All Members except Junior or Social Members should be entitled to receive notice of, attend and vote at general meetings. Junior and Social Members shall be entitled to the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

#### **5.5. Subscriptions**

- 5.5.1. The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Committee provided that the Committee shall ensure that the fees set by it do not preclude open membership of the Club.
- 5.5.2. The Members shall pay any entrance fee and annual subscription fees set by the Committee from time to time.
- 5.5.3. No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
- 5.5.4. Any Member whose entrance fee or subscription is not paid by such date as the Committee shall decide each year shall be deemed to have resigned his membership of the Club.

#### **6. Resignation**

A Member may withdraw from membership of the Club at any time on notice to the Club. Membership shall not be transferable in any event and shall cease immediately on the 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. Subject to the remaining provisions of this rule, the Committee shall have the 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.
- 7.2. A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Committee at which his expulsion shall be considered and written details of the complaint made against him.
- 7.3. The Member shall be given an opportunity to appear before the Committee to answer complaints made against him. The member must not be expelled unless at least two-thirds of the Committee then present vote in favour of his expulsion.
- 7.4. The Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.
- 7.5. The Member may appeal against the Committee's decision by notifying the Committee who shall put the matter to the Club's Members in general meeting and decided by a majority vote of Members voting at such meeting.

## **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 he has no right to the return of any part of his subscription.

Except in exceptional circumstances the Committee may in its absolute discretion refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

## **9. The Committee**

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

- (a) the Chairman;
- (b) the Secretary;
- (c) the Treasurer;
- (d) the Membership Secretary;
- (e) the Club Coordinator;
- (f) 3 but no more than 10 other Members elected annually at the annual general meeting of the Club.

The members of the Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

9.2. Each member of the 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.

9.3. 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 CLTA 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 the LTA and the Club can enforce any breach at its option and in its sole discretion.

9.4. The members of the Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Committee specify, any such delegation may authorise further delegation of members' powers. The members of the Committee may revoke any delegation or alter its terms and conditions.

9.5. The Secretary shall send to the Members each year a nomination form for the election of members of the Committee in the place of those retiring. Those persons proposed to be nominated as members of the Committee to fill any vacancies that may have arisen must declare themselves to be fit and proper persons in accordance with Rule 9.2 and nominated by any two Full Members on the form prescribed by the Committee and must be submitted to the Honorary Secretary by such date as the Committee shall prescribe each year and must be signed by the person nominated.

The Members shall elect the Committee and it shall decide in its absolute discretion who shall fill the posts of the Officers of the Committee.

9.6. 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. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by the Chairman.

- 9.7. The 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 they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).
- 9.8. In addition to the members elected or appointed in accordance with this Rule 9, the Committee may co-opt up to two further members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Committee.
- 9.9. The Committee may appoint any Member to fill any casual vacancy on the Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 9.10. Retiring members of the Committee may be re-elected.
- 9.11. A member of the Committee shall be deemed to have vacated office if:
  - (a) he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
  - (b) a registered medical practitioner who is treating that person gives a written opinion to the Committee stating that that person has become physically or mentally incapable of acting as a member of the Committee and may remain so for more than three months; or
  - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
  - (d) he/she resigns his office by notice to the Club: or
  - (e) he/she shall without sufficient reason for more than three consecutive meetings of the Committee have been absent without permission of the Committee and the Committee resolves that his/her office be vacated; or
  - (f) he/she is 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 CLTA or the LTA; or
  - (g) he/she is requested to resign by all of the other Committee members acting together; or
  - (h) he/she resigns as a member of the Club.
- 9.12. Any person accepting election or nomination to the Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will

lead to automatic disqualification from the Committee. The Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club. This shall not apply to Coaches employed by the Club.

## **10. Proceedings of the Committee**

- 10.1. Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than four meetings each year. The quorum for such meetings shall be six persons. The Chairman and the Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Club.
- 10.2. The Chairman shall be the chairman of the Committee. Unless he is unable to do so, the Chairman shall preside at every meeting of the Committee at which he is present. But if there is no person holding that office, or if the Chairman is unable to preside or is not present within five minutes after the time appointed for the meeting, the members of the Committee present shall appoint one of their number to be chairman of the meeting.
- 10.3. Decisions of the 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.
- 10.4. The 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 Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.
- 10.5. The Committee shall be responsible for the management of the Club and shall at its absolute discretion make such regulations as it shall think fit which the Members shall be deemed conversant with and shall abide by. It shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6. The Committee shall appoint up to 3 members to be directors and secretary of Riverside Tennis Limited which holds the lease of the Club's site.
- 10.7. Every member of the Committee, employee or agent of the Club shall be indemnified by the Club and the Committee shall pay all costs, losses and expenses which any such member of the 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 Committee, employee or agent in accordance with the instructions of the Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Committee may give to any member of the 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,
- 10.8. The Committee may delegate any of their duties and responsibilities to sub-committees, provided the sub-committee's scope and powers are specified including the extent of use of club funds and requirement to report back to the Committee.

## **11. Annual general meeting**

11.1. The annual general meeting of the Club shall be held at such time as the Committee shall decide each year to transact the following business:

- a) to receive the Chairman's report of the activities of the Club during the previous year;
- b) to receive and consider the accounts of the Club for the previous year, and the Treasurer's report as to the financial position of the Club;
- c) to remove and elect the auditor or confirm that he remain in office:
- d) to elect the members of the Committee;
- e) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
- f) to deal with any other matters which the Committee desires to bring before the membership.

11.2. 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 28 days before the meeting.

11.3. No period greater than fifteen months shall elapse between one annual general meeting and the next.

## **12. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than ten Members 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 who is entitled to vote at his last known address (or email address) written notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Committee for the ensuing year at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
- 13.2. The quorum for the annual and extraordinary general meetings shall be 20 Members who are entitled to vote. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.
- 13.3. The President or Chairman shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Committee present to preside and if no other member of the Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be chairman of the meeting.



- 13.4. If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Committee. The chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 13.1. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 13.5. Members of the Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 13.6. Each Member who is entitled to vote shall have one vote. Members shall be entitled to appoint a proxy to vote on their behalf provided a proxy form is given to the Secretary prior to the meeting.
- 13.7. Resolutions shall be passed by a simple majority of those Members voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 13.8. No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.
- 13.9. The Secretary, or in his absence a member of the Committee, shall take minutes at annual and extraordinary general meetings.

#### **14. Guests**

- 14.1. Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Committee, 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.
- 14.2. The Member introducing a guest and any person introduced as a guest of the Committee in accordance with Rule 14.1 must pay to the Club a fee to be determined from time to time by the Committee.
- 14.3. No one may be admitted as a guest on more than three occasions in any calendar year.

#### **15. Opening of Club premises**

The Club is open between 08.00 hours and 22.00 hours on each day or at such other times or for such other periods as the Committee shall decide. Keys for the Clubhouse shall be limited to certain Members as the Committee shall decide. Otherwise the Club's facilities shall be available to the Member without discrimination.

## **16. Alteration of the rules**

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 the Members voting at the general meeting. the notice of which contains particulars of the proposed alteration or addition.

## **17. Regulations and Standing Orders**

The 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 wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Committee.

## **18. Use of Facilities**

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 regulations of the relevant CLTA, 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 CLTA can enforce any breach at its option and in its sole discretion.

## **19. Finance**

- 19.1. All moneys payable to the Club shall be received by the person authorised by the 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 signed by two signatories authorized from time to time by the Committee. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.
- 19.2. The Committee shall have power to authorize the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.
- 19.3. The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.
- 19.4. Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors.

## **20. Borrowing**

- 20.1. The Committee may borrow such sum as it considers necessary on behalf of the Club for the purposes of the Club from time to time at its own discretion.
- 20.2. When so borrowing the 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 Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## **21. Property**

- 21.1. Any freehold or leasehold title to the Club's site shall be held by Riverside Tennis Limited whose directors shall deal with the property as directed by resolution of the Committee or the Club's annual general meeting. All other assets of the Club including cash and investments shall be managed and dealt with by the Committee and in accordance with these rules.

## **22. Notices**

- 22.1. The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an 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.
- 22.2. If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.
- 22.3. If any notice or other information is sent by the Club by post, it 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.
- 22.4. If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

## **23. Dissolution**

- 23.1. 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 voting.
- 23.2. 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.
- 23.3. 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 one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game; (ii) another registered community amateur sports Club for the Game; or (iii) a registered charitable organisation.