

NORTH DULWICH LAWN TENNIS CLUB

POST INCORPORATION CLUB RULES

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1 Name

The Club is called North Dulwich Lawn Tennis Club (“the Club”).

2 Definitions

“Articles” means the Articles of North Dulwich Lawn Tennis Club Limited;

“Board” means the board of directors of the Company;

“Club Chair” means the person holding from time to time the position of Chair of the Club in accordance with Rule 6;

“Club Committee” means the Committee appointed under Rule 6 to manage the Club;

“Club Policies” means policies approved from time to time by the Club Committee;

“Club Secretary” means the person holding from time to time the position of Secretary of the Club in accordance with Rule 6;

“Company” means North Dulwich Lawn Tennis Club Limited;

“Game” means the game of tennis;

“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;

“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;

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

“SLTA” means the Surrey County Lawn Tennis Association;

“Treasurer” means the person holding from time to time the position of Treasurer of the Club in accordance with Rule 6;

“Voting Member” means a Member entitled to receive notice of, attend and vote at Club general meetings.

Words denoting the singular include the plural and vice versa.

3 Objects

3.1 The objects of the Club are:

- (a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of tennis;
- (b) to do all such other things as the Club Committee thinks fit to further the interests of the Club or as are otherwise incidental or conducive to the attainment of the objects in this Rule 3.

4 Non-profit making organization

- 4.1 The Club is a non-profit making organization. Subject to Rule 14 (Dissolution) the income and property of the Club shall be applied solely towards promoting the Club's objects as set out in Rule 3. No portion of the income or property of the Club shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 4.2 Nothing in Rule 4.1 shall prevent the Club from entering an agreement with a Member for the supply by him or her to the Club of goods or services or for his or her employment by the Club, provided that such arrangements are approved by the Club 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 These Rules govern how people become members of the Club and (subject to the Articles and to Company Law) the rights and obligations those members have. Notwithstanding these Rules, senior playing members (voting members) shall not exceed 240 in number, unless agreed by the Club Committee to change this number in special circumstances.
- 5.2 Not all members of the Club are voting members of the Club. A Club junior, social or temporary member is a member of the Club but is not entitled to vote.
- 5.3 The Club Committee has the power to terminate the membership of any person (see Rule 5.10).

5.4 *Eligibility for membership*

- 5.4.1 Persons of either sex are eligible for membership of the Club. 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.
- 5.4.2 Persons below the age of 18 are eligible to become Junior Members without the right to hold office or vote at general meetings.

5.5 *Admission of Members*

- 5.5.1 Any person who wishes to become a Member must submit an application in such form as the Club Committee shall specify. Every candidate for membership shall be admitted to membership of the Club unless the Club Committee considers that to do so would be contrary to the best interests of the Game or the interests of the Club.
- 5.5.2 A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted and payment has been made, whether or not he is admitted as a Member before those two days have lapsed.

5.6 *Conditions of membership*

- 5.6.1 Each Member (of each class) agrees as a condition of membership:
 - (a) to be bound by and subject to these Rules and applicable Club Policies;
 - (b) to be bound by and subject to the rules and regulations of the SLTA and the LTA Rules and the LTA Disciplinary Code; and
- 5.6.2 Rule 5.6.1 confers a benefit on the LTA and, subject to the remaining provisions of Rule 5, 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 5.6, 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.
- 5.6.3 The Club Committee may subject to Rule 5.10 (Refusal, suspension and expulsion) 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 Rule 5.
- 5.6.4 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 *Classes of Members*

5.7.1 There shall be the following classes of members for the Club:

Voting Member

Junior Member

Social Member

Temporary Member

5.7.2 Only Voting Members shall be entitled to receive notice of, attend and vote at general meetings. A member other than a Voting Member shall be entitled to all the privileges of membership relevant to his or her type of membership but shall not have the right to receive notice of, attend or vote at general meetings.

5.7.3 The Club Committee may specify categories of membership within the classes of members.

5.8 *Subscriptions*

5.8.1 The joining fee (if any) and annual subscription for each class or category of Member shall be specified from time to time by the Club Committee provided that the Club Committee shall ensure that the fees set do not preclude open membership of the Club.

5.8.2 A Member shall pay any joining fee and annual subscription fee set by the Club Committee from time to time.

5.8.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he or she has paid the joining fee (if any) and his or her first annual subscription.

5.8.4 Any Member whose joining fee or subscription is in arrears by such date as the Club Committee shall from time to time specify shall be deemed to have resigned his or her membership of the Club.

5.8.5 No increase from one year to the next in the annual subscription set for any particular class or category of member shall, without the prior approval of Members in a general meeting of the Club, be greater than 10%.

5.9 *Withdrawal of membership*

A Member may withdraw from membership of the Club and the Company on 14 days' notice to the Club. Membership shall cease immediately on death or dissolution of the Club or on the failure of

the Member to comply or continue to comply with any condition of membership set out in these Rules.

5.10 *Refusal, suspension and expulsion*

5.10.1 Subject to the remaining provisions of this Rule 5.10, the Club Committee shall have power to refuse or suspend membership or expel a Member only for good and sufficient cause, such as conduct likely to bring the Club or the Game into disrepute.

5.10.2 A Member shall not be suspended or expelled unless he or she is given 14 days' written notice of the meeting of the Club Committee at which his or her suspension or expulsion is to be considered. That notice shall contain written details of the complaint made against him or her.

5.10.3 The Member shall be given an opportunity to appear before the Club Committee to answer complaints made against him or her. The member must not be suspended or expelled unless at least two-thirds of the Club Committee attending the meeting vote in favour of his or her suspension or expulsion.

5.10.4 The Club Committee may exclude the Member from the Club's premises until the meeting considering his or her suspension or expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his or her representations.

5.11 *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 or she has no right to the return of any part of his or her joining fee or subscription. However the Club Committee may refund an appropriate part of a resigning Member's joining fee and/or subscription if it considers it appropriate taking account of all the circumstances.

6 **The Club Committee**

6.1 *Composition of Club Committee*

The Club shall be managed by a Club Committee consisting of

- (a) Club Chair
- (b) Club Secretary
- (c) Treasurer
- (d) Membership Secretary

- (e) Tennis Manager
- (f) Social Secretary
- (g) Club House and Grounds Manager
- (h) Junior Representative
- (i) Welfare Officer
- (j) Community and Schools Representative

6.2 *Powers of and exercise of powers by Club Committee*

- 6.2.1 The Club Committee shall be responsible for the overall direction, financial position, management, organization and administration of the Club.
- 6.2.2 The Club Committee shall have the sole right of appointing and determining the terms and conditions of service of an individual providing services to the Club, whether as an employee or otherwise. The Club Committee shall have power to enter into contracts for the purposes of the Club on behalf of the Company.
- 6.2.3 The members of the Club Committee may exercise all of the powers of the Club for the purposes of the management of the Club.
- 6.2.4 The Club Committee shall have power to make, repeal and amend such Club Policies as it may from time to time consider necessary for the wellbeing of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club.
- 6.2.5 The Club Committee and members of the Club Committee may delegate any of the powers that are conferred on them by these Rules to such person, or sub-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, provided that each sub-committee shall contain at least one committee member, who shall act as chair. The Club Committee or members of the Club Committee (as the case may be) may revoke any delegation or alter its terms and conditions.

6.3 *Qualification for membership of Club Committee*

- 6.3.1 Each member of the Club 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 or appointed.
- 6.3.2 The Club agrees that each member of the Club 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 SLTA and the LTA Rules and the LTA Disciplinary Code.
- 6.3.3 Any person accepting nomination or appointment to the Club Committee who has any

financial interest in the Game must, before such nomination, state all such interests in writing to the Club. The Club Committee has the right to veto the election or appointment of such a person if, in its opinion, such election or appointment would not be in the best interests of the Club.

6.3.4 Any person nominated or appointed as a member of the Club Committee must be a Voting Member.

6.4 *Nomination, election, appointment and tenure of Club Committee members*

6.4.1 Club Committee members shall be elected by Voting Members following nomination by two Voting Members at annual general meetings.

6.4.2 A Club Committee Member may hold more than one position on the Club Committee

6.5 *Club Committee Members*

6.5.1 Elected Club Committee Members shall be elected annually at the annual general meeting. A candidate shall be nominated by another Voting Member, must be seconded by a third Voting Member and may only be nominated with the candidate's consent. Notice of nominations and consents must be given to the Secretary not less than 10 days before the meeting. The names of candidates and those nominating them shall be displayed in the clubhouse and on the day of the meeting and during the preceding 7 days.

6.5.2 If there is only one candidate nominated to fill any particular Elected Club Committee Member 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 such 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.

6.5.3 Each Elected Club Committee Member elected at an annual general meeting shall, subject to termination of office by resignation, removal or otherwise, remain in office until the next following annual general meeting.

6.5.4 The Club Committee may appoint any Voting Member to fill any casual vacancy on the Club Committee until the next annual general meeting when that person shall retire but shall, subject to these Rules, be eligible for election.

6.5.5 In addition to the members elected or appointed in accordance with this rule 6. the Club Committee may co-opt up to 5 further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Club Committee

6.6 *Vacating office*

A member of the Club Committee shall be deemed to have vacated office if

- (a) he or she resigns his or her office by notice to the Club, but only on expiry of that notice; or
- (b) he or she shall without sufficient reason for more than three consecutive meetings of the Club Committee have been absent without permission of the Club Committee and the Club Committee resolves that his or her office be vacated; or
- (c) he or 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 SLTA or the LTA; or
- (d) he or she is requested to resign by not less than two-thirds of the other Club Committee members acting together; or
- (e) he or she fails to continue to comply with the qualifications for membership of the Club Committee in Rule 6.3; or
- (f) a resolution for his or her resignation is passed by majority vote of Members present and voting at a general meeting.

6.7 *Indemnification*

6.7.1 The members of the Club Committee and any Member to whom the Club Committee has directly or indirectly delegated power 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.

7 **Proceedings of the Club Committee**

- 7.1 Club Committee meetings shall be held as often as the Club Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be 5 Club Committee Members.
- 7.2 The Club Chair shall chair the Club Committee. Unless he or she is unwilling to do so, the Club Chair shall preside at every meeting of the Club Committee at which he is present. But if there is no person holding that office, or if the Club Chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the members of the Club Committee present may appoint one of their number to chair the meeting.
- 7.3 Decisions of the Club Committee shall be made by a simple majority and in the event of an equality of votes the Club Chair (or the acting chair of that meeting) shall have a casting or additional vote.
- 7.4 The Secretary shall keep a written record of matters discussed and decisions made at meetings.

8 General meetings

8.1 *Annual general meeting*

8.1.1 The annual general meeting of the Club shall be held once in each calendar year and shall be held at such time as the Club Committee shall decide each year to transact the following business:

- (a) to receive reports on the activities of the Club from the Club Chair and, as directed by the Club Chair, from other Club Committee Members;
- (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 receive reports on changes in rates of membership subscriptions and in membership categories specified by the Club Committee
- (e) to elect Club Committee Members in accordance with Rule 6;
- (f) to decide on any resolution which may be duly submitted in accordance with Rules 8.1.2 and 11 (Amendment of Rules);
- (g) to deal with any other matters which the Club Committee desires to bring before the membership.

8.1.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 28 days before the meeting. A resolution may be proposed by the Club Committee or by any group of not less than 5 per cent of Voting Members.

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

8.2 *Extraordinary general meetings*

8.2.1 An extraordinary general meeting may be called at any time by the Club Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 5 per cent of Voting Members stating the purposes for which the meeting is required and the resolutions proposed.

8.3 *Procedures for the annual and extraordinary general meetings*

8.3.1 The Secretary shall give notice to each Voting Member of the date, time and place of the general meeting together with the resolutions to be proposed at least 14 days before the meeting in the case of the annual general meeting and at least 14 days before the meeting in the case of an extraordinary general 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.

8.3.2 The quorum for the annual and extraordinary general meetings shall be 20 Voting Members. No business other than the appointment of the chair of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

8.3.3 The Club Chair shall preside at all meetings of the Club but if he or she is not present within 15 minutes after the time appointed for the meeting or has signified his or her inability to be present at the meeting, the Voting Members present may choose one of the other members of the Club Committee present to preside and if no other member of the Club Committee is present or willing to preside the Voting Members present may choose one of their number to chair the meeting.

8.3.4 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 chair of the meeting must adjourn it.

8.3.5 Members of the Club may attend and speak at annual or extraordinary general meetings. The chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.

8.3.6 Each Voting Member shall have one vote and resolutions shall be passed by a simple majority of those Members voting. In the event of an equality of votes the chair of the meeting shall have a casting or additional vote.

8.3.7 The Secretary, or in his absence a member of the Club Committee, shall take, and make available to Members, minutes of annual and extraordinary general meetings.

8.3.8 The Articles set out a comprehensive framework of provisions governing the conduct of general meetings and shall apply notwithstanding anything to the contrary in these Rules

9 Purchase and supply of liquor

9.1 *Liquor Licence sub-committee*

9.1.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of a sub-committee of not less than four Members being Members over the age of 18 and elected for that purpose by the Members.

9.1.2 If any member of the sub-committee for any reason ceases to be a Member, he or she automatically ceases to be a member of the sub-committee, and another Elected Club Committee Member must be appointed in his or her place.

9.1.3 The sub-committee must not in any way be restricted in freedom of purchase.

9.2 *Commission*

9.2.1 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.

9.2.2 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.

10 **Guests**

10.1 Any Member may introduce a guest 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 Club 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.

11 **Alteration of the Rules**

11.1 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-thirds of the Members voting at the meeting. Notice of the resolution given to the Executive Secretary and to Members shall contain particulars of the proposed alteration.

12 **Finance**

12.1 All moneys payable to the Club shall be received by the person authorised by the Club 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 signatories exercising powers delegated to them on terms and conditions that the Club Committee thinks fit.

12.2 Any moneys not required for immediate use may be invested as the Club Committee in its discretion thinks fit.

12.3 The Club Committee shall, subject to these Rules, have power to authorise the payment of remuneration and expenses to any officer, member of the Club 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 Club Committee, Member or employee or person providing services to the Club 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.

12.4 The financial transactions of the Club shall be recorded in such manner as the Club Committee

thinks fit.

12.5 Accounts of the financial affairs of the Club shall be prepared each year.

12.6 The Club Committee may not borrow on behalf of the Club without the sanction of a general meeting for the proposed borrowing.

13 Notices

13.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information 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 or by personal delivery, by posting it to the intended recipient's usual address.

13.2 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 where the notice of availability is made by personal delivery or by post and is later, on the day on which the notice of availability is treated as being received by the intended recipient in accordance with this Rule 13.

13.3 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.

13.4 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 such 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 Dissolution

14.1 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.

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

14.3 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 organization.