
HANLEY LAWN TENNIS CLUB

RULES

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**As presented to and approved by the
Annual General Meeting 14 October 2007**

HANLEY LAWN TENNIS CLUB
RULES (UNINCORPORATED CLUB)

1. Name

The Club, established in Crouch End Playing Fields, is called Hanley Lawn Tennis Club ("the Club").

2. Definitions

- 2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;
- "the CLTA" means Middlesex County Lawn Tennis Association;
- "the Club Captain" means the person elected from time to time to be the tennis captain of the Club in accordance with Rule 9;
- "the Independent Examiner" means the person appointed from time to time to review the annual financial statements of the Club in accordance with Rule 21;
- "the LTA" means The Lawn Tennis Association (the governing body of lawn tennis within Great Britain, the Channel Islands and Isle of Man) of the Queen's Club, West Kensington, London W14 9EG;
- "the Management Committee" means the committee appointed under Rule 9 to manage the Club;
- "the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

“the Officers”	means the persons elected from time to time to be the officers of the Club in accordance with Rule 9;
"the Secretary"	means the person elected from time to time to be the secretary of the Club in accordance with Rule 9;
"the Treasurer"	means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;
"the Trustees"	means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 11.

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

3. Objects

The objects of the Club are:

- (a) principally to provide facilities for lawn tennis and generally to promote, encourage and facilitate the playing of lawn tennis for people of all backgrounds and from all sections of the community, in accordance with Rule 5.1.1;
- (b) to provide and maintain, through active participation of the Members, Club premises at Crouch End Playing Fields (off Park Road), London N8 8JJ, 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 Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, and post-match refreshments;
- (d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;

- (e) to affiliate to the CLTA (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the CLTA and the LTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;
- (f) to acquire, establish, own, operate and turn to account in any way for the benefit of present and future Members the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) 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) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate) where so required by the Rules and Regulations of the LTA or the CLTA (as the case may be);
- (i) to offer support to lawn tennis clubs which are Registered Charities or Community Amateur Sports Clubs;
- (j) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than to another Community Amateur Sports Club for lawn tennis, to the LTA for use in community related lawn tennis initiatives, or to a registered charitable organisation, on winding-up or dissolution of the Club.
- 4.2 Nothing in Clause 4.1 shall prevent the Club from entering into 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 Management 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

5.1.1 All persons are eligible for full membership of the Club provided they are at least 18 years old. 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 be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of playing Members may be limited to such number as the Management Committee shall decide having due regard to available facilities.

5.2 Admission of Members

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 in line with procedures which the Management Committee may lay down from time to time and 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. A person shall not be admitted to membership or be entitled to any privileges of the Club until two days have passed since his application for membership was submitted.

5.3 Classes of Members

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

Full Member

Non-Playing Member

Junior Member

Student Member – that is, a person who is in full time education and is over 18 years of age

Concessionary Member (that is, Registered Unemployed)

Honorary Member

- 5.3.2 All Members have the right to receive notice of and attend general meetings but only Full, Student, Honorary and Concessionary Members shall be entitled to vote at general meetings. The other Members shall be entitled to all the other privileges of membership other than the right to vote at general meetings.

All Members shall be subject to these Rules and the Regulations of the club and shall abide by the Rules and Regulations of the LTA and the relevant CLTA, from time to time in force.

5.4 *Subscriptions*

- 5.4.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee, taking into account views expressed at the annual general meeting of the Club, unless the Management Committee has need to make change for a compelling reason before the annual general meeting can be consulted. The Management Committee shall use its best endeavours to ensure that the fees do not preclude membership of the Club.
- 5.4.2 The Members shall pay any entrance fee and annual subscription fees according to a schedule that the Management Committee may lay down from time to time.
- 5.4.3 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.

- 5.4.4 Any Member whose entrance fee or subscription is not paid by one month after such due date as the Management 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 on one week's clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.

7. Discipline

- 7.1 Discipline shall be the responsibility of the Management Committee. The Management Committee shall have power to warn, reprimand, suspend or expel a Member when, in its opinion, it would be in the interests of the sport or of the Club to do so. Discriminatory or offensive behaviour will not be tolerated.
- 7.2 The Management Committee may institute disciplinary proceedings in the event of the wilful failure of a Member to comply or to continue to comply with any condition of membership set out in these Rules.
- 7.3 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.
- 7.4 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the Member and to cross-examine any witnesses on behalf of the Member. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.
- 7.5 The Management 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.

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. The Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

9. The Management Committee

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

(a) the Officers, being the Chairman, the Secretary, the Treasurer and the Club Captain;

(b) up to six other Members elected annually at the annual general meeting.

9.2 Each year, 30 days before the annual general meeting, the Secretary shall send to the Members a list of those Officers and other members of the Management Committee who will be retiring at the annual general meeting. Those persons proposed for nomination as Officers and as members of the Management Committee to fill any vacancies that have arisen must be nominated by any two Members entitled to vote on the form prescribed by the Management Committee which must be submitted to the Secretary by such date as the Management Committee shall prescribe each year. No Member may nominate more than one candidate for any one vacancy.

9.3 Any person nominated as an Officer or other member of the Management Committee must be a Member entitled to vote in accordance with Clause 5.3.2.

9.4 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the 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.

9.5 The Management Committee shall be elected at the annual general meeting in each year, and, subject to termination of office by resignation, removal or otherwise, the members remain in office until 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).

9.6 Retiring members of the Management Committee may be re-elected.

9.7 A member of the Management Committee shall be deemed to have vacated office if:

- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) he is, or may be, suffering from a seriously disabling mental disorder; or
- (c) he resigns his office by notice to the Club; or
- (d) he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
- (e) he 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
- (f) he is requested to resign by not less than two-thirds of the other Management Committee members acting together; or
- (g) he is convicted of a criminal offence that is deemed significant by the other members of the Management Committee.

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be not less than half the total number of members of the Management Committee. Any two Management Committee members shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 10.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
- 10.3 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.
- 10.4 The Management Committee may from time to time appoint from among its number or from the wider membership 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.
- 10.5 The Management Committee shall be responsible for appointing an Independent Examiner to review the financial statements of the Club on an annual basis and to report on such statements to the Members at the annual general meeting.
- 10.6 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power

to enter into contracts for the purposes of the Club on behalf of all the Members and to determine the terms and conditions of those contracts.

11. Trustees

11.1 The Management Committee may appoint Trustees who must be either Full or Honorary Members of the Club, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. The Chairman from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chairman shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated.

11.2 All property of the Club including land and investments, shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Management Committee shall appoint a new Trustee in his place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Management Committee's directions.

11.3 The number of Trustees shall not be more than four or less than two.

11.4 A Trustee shall be deemed to have vacated office if:

- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (b) he is, or may be, suffering from a seriously disabling mental disorder; or
- (c) he resigns his office by notice to the Club; or
- (d) he 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
- (e) he is requested to resign by not less than two-thirds of the Management Committee members acting together; or
- (f) he is convicted of a criminal offence that is deemed significant by the Management Committee.

12. Indemnity

Every member of the Management Committee, Trustee, employee or agent (including, for the avoidance of doubt, Members) of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, Trustee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, Trustee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, Trustee, 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.

13. Annual general meeting

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

- (a) to receive the Chairman's, Secretary's and Club Captain's reports of the activities of the Club during the previous year;

- (b) to receive and consider the accounts of the Club for the previous year, the Independent Examiner's report on the accounts and the Treasurer's report as to the financial position of the Club;
- (c) to approve the appointment of the Independent Examiner or confirm that he remain in office;
- (d) to elect the Officers and other members of the Management Committee;
- (e) to decide on any resolution which may be duly submitted in accordance with Rule 13.2 below;
- (f) to deal with any other matters which the Management Committee desires to bring before the membership.

13.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 21 days before the meeting. The Chairman of the meeting shall have discretion to accept a resolution for which a lesser period of notice has been given. All resolutions must be both proposed and seconded on submission to the annual general meeting.

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

14. Extraordinary general meetings

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

15. Procedures at the annual and extraordinary general meetings

15.1 The Secretary shall send to each Member at his last known electronic mail or postal address written notice of the date of the general meeting together with the resolutions

to be proposed at least 14 days before the meeting. The Secretary shall ensure copies of all such notices are posted on club premises at the same time.

- 15.2 The quorum for the annual and extraordinary general meetings shall be one quarter of the Members of the Club qualified to vote.
- 15.3 The 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 Management Committee present to preside and if no other member of the Management 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.
- 15.4 Each Full Member, Honorary Member, Student Member and Concessionary 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.
- 15.5 The Secretary, or in his absence a member of the Management Committee, shall be responsible for ensuring that minutes are taken at annual and extraordinary general meetings.
- 15.6 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

16. Purchase and supply of liquor

- 16.1 In the event that a Club Premises Certificate for the supply of intoxicating liquor is applied for and granted in accordance with the Licensing Act 2003 (or such other legislation as may apply at the time) any purchases and supplies of intoxicating liquor must be made in accordance with this Clause 16.
- 16.2 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 three Members being Members over the age of 18 and elected for that purpose by the Members and of which at least one is a member of the Management Committee.

- 16.2 If any member of the sub-committee for any reason ceases to be a Member, he automatically ceases to be a member of the sub-committee, and a member of the Management Committee must be appointed in his place until such time as a Member may be elected as a replacement at an annual general meeting.
- 16.3 The sub-committee must not in any way be restricted in freedom of purchase.
- 16.4 No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
- 16.5 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.
- 16.6 In any application for a Club Premises Certificate the permitted hours applied for relating to the supply of intoxicating liquor and provision of regulated entertainment shall be as determined by the Management Committee, having taken into account the views of Members at an Annual General Meeting, and as permitted by any Club Premises Certificate applied for and received by the Club.

17. Guests

- 17.1 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 Management 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.
- 17.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 17.1 must enter the name of the guest together with the name of the introducer in a guest book which must be kept on the Club's premises.
- 17.3 Any person introduced as a guest of the Management Committee shall abide by the

Club rules and regulations and shall be subject to Club discipline.

- 17.4 Any person introduced as a playing guest shall pay a fee as determined by the Management Committee from time to time.

18. Opening of Club premises

The Club's facilities shall be available to the Members without discrimination. For security reasons the Club's facilities are kept locked when not in use. To gain access, Members of 18 years and older shall be provided a key on payment of a deposit to the Treasurer. Members under the age of 18 may be provided with keys on the same basis at the discretion of the Management Committee. The amount of the deposit shall be decided by the Management Committee from time to time.

19. Alteration of the rules

- 19.1 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 at least two-thirds of the quorum as detailed in Clause 15.2, the notice of which contains particulars of the proposed alteration or addition.

- 19.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Secretary must post a notice of such change on the Club notice board.

- 19.3 In the event that the Club has received a Club Premises Certificate under the terms of the Licensing Act 2003, as soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Secretary must give written notice of the alteration or addition to the proper Licensing Authority and to the Chief of Police.

20. Regulations and Standing Orders

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 wellbeing of the Club. Such regulations and standing orders and any repeals or

amendments to them shall have effect until set aside by the Management Committee.

21. Finance

- 21.1 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. No sum over £500 shall be drawn from that account except by cheque signed by two of the three signatories who shall be the Secretary, the Treasurer and one other member of the Management Committee as agreed by the Management Committee. Sums of £500 or less may be drawn from that account by cheque signed by any one of the three same signatories. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit and shall be held in accordance with Clause 11.2.
- 21.2 Subject to Rule 21.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 21.3 The Management Committee shall, subject to Clause 4.3, have power to authorise the payment of remuneration and expenses to any Officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 21.4 The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Management Committee thinks fit.
- 21.5 Full accounts of the financial affairs of the Club shall be prepared each year. A report on these accounts shall be prepared by an Independent Examiner. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

22. Borrowing

- 22.1 The Management Committee may borrow a maximum total amount of £5,000 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.

22.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at a general meeting.

22.3 In the event that Trustees have been appointed in accordance with Clause 11, 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.

23. Property

The property of the Club, other than cash at the bank, shall be vested in the Trustees should they be appointed. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution. The Management Committee are responsible for ensuring the Trustees are notified of such a resolution.

24. Dissolution

24.1 A resolution to dissolve the Club or to pass on its assets to any third party shall be proposed at an annual or extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.

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

24.3 Any property remaining on a winding-up or dissolution of the Club after the discharge

of the debts and liabilities of the Club shall be paid to or distributed to the CLTA for use in community related tennis initiatives, another Community Amateur Sports Club for lawn tennis or to a registered charitable organisation.