



## **DURHAM ARCHERY LAWN TENNIS CLUB**

### **CONSTITUTION**

#### **1. TITLE**

The Club shall be called 'Durham Archery Lawn Tennis Club' (hereinafter called 'the Club').

#### **2. OBJECTS**

The main purpose of the Club shall be to provide facilities for, promote and encourage participation in lawn tennis.

#### **3. MEMBERSHIP**

(i) Membership of the Club shall be open to all, without discrimination. The Club shall have the following classes of membership:

##### **(a) Ordinary Members**

Ordinary members shall be not less than 18 years of age. They shall be eligible to hold the offices of the Club, serve on the Committee and vote at General Meetings.

##### **(b) Junior Members**

Junior Members shall be under the age of 18 years. They shall not be eligible to hold the offices of the Club, but may serve on the Committee to represent Junior interests on matters which concern them and Junior members over the age of 16 years may vote at General Meetings on matters which concern them. A parent of a Junior Member under the age of 9 years may also join the Club with their child as a Guardian Member subject to conditions agreed by the Committee.

##### **(c) Family Members**

Up to 2 persons who are not less than 18 years of age and up to 4 persons who are under 18 years of age, belonging to the same family, may together be eligible for Family Membership. The Adult and Junior members of the family shall enjoy the rights and privileges but be subject to the duties and obligations of Ordinary and Junior members respectively.

##### **(d) Student Members**



Student Members shall be not less than 18 years of age and in full-time education. They shall be eligible to hold the offices of the Club, serve on the Committee and vote at General Meetings.

**(e) Honorary Members**

The Committee may elect as Honorary Members of the Club any person whom they may think proper, but such member shall not be entitled to vote at General Meetings, or serve as an officer on the Committee.

**(f) Free Membership**

Exceptionally on the recommendation of the Committee the Club can extend free membership in any year but not for life to any person to recognise their valuable service to the Club. Such person shall be entitled to vote at General Meetings and serve as an officer on the Committee.

**(g) Determination of Age**

The date upon which an age category for membership is determined shall be the 1<sup>st</sup> April in any given membership year.

**(ii) Each member agrees as a condition of membership:**

- (a) to be bound by and subject to this Constitution (as in force from time to time);
- (b) to be bound by and subject to the Rules and the Disciplinary Code of the Lawn Tennis Association (the LTA)

**(iii)** Clause 3(ii) 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 this Constitution, apart from Clause 3 (ii), should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

**(iv)** The Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this Clause.

**(v)** Any 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 this Constitution, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.



#### **4. SUBSCRIPTIONS**

The annual subscription for membership of the Club shall be such sum as may from time to time be determined by the majority of members present and entitled to vote at the Annual General Meeting. Subscriptions shall be due on joining the Club and thereafter on the 1<sup>st</sup> day of April each year.

#### **5. RESIGNATION**

**(a)** A member shall cease to be a member if he gives written notice to the Honorary Membership Secretary of his resignation.

**(b)** A member whose subscription is more than 2 months in arrears shall be deemed to have resigned.

**(c)** A member who resigns shall thereupon forfeit any interest he may have in the Club's property or funds, but he shall continue to be liable for any annual subscriptions due and unpaid up to the date of such resignation.

#### **6. EXPULSION**

The Committee shall have power to expel a member when, in their opinion, it would not be in the interests of the Club for him or her to remain a member. A member shall not be expelled unless he or she is given 7 days written notice to attend a meeting of the Committee and given an opportunity to answer complaints made against them. He or she shall not be expelled unless at least two-thirds of the Committee then present vote in favour of his or her expulsion.

#### **7. OFFICERS**

**(i)** The Officers of the Club shall be the Chairman, Honorary Club Secretary, Honorary Membership Secretary and Honorary Treasurer.

**(ii)** The Chairman shall preside at the Annual General Meeting, General Meetings, and meetings of the Committee of Management. In each case, he or she (or their deputy) shall, if there is an equality of votes, have a casting vote.

**(iii)** The Honorary Club Secretary shall be responsible for convening all meetings of the Club. He or she shall also keep full and correct Minutes of all such meetings and arrange for the retention of formal documents relating to the Club. The detailed responsibilities of the Honorary Club Secretary shall be determined by the Committee of Management.

**(iv)** The Honorary Treasurer shall administer the financial affairs of the Club subject to the control and direction of the Committee. He or she shall keep the accounts of the Club and prepare an Annual Statement of Accounts and Balance Sheet of the Club's financial position to 31<sup>st</sup> December in each year, and submit the same to the Committee for approval. A copy of such Statement and Balance Sheet shall be available for inspection by members of the Club when the Annual General Meeting is convened. He or she shall keep the funds of the Club at such Bank as the Committee may from time to



time determine. The detailed responsibilities of the Honorary Treasurer shall be determined by the Committee of Management.

(v) The Honorary Membership Secretary shall administer all issues concerning membership of the Club including recording all membership applications and fees and shall, in the middle of May of each year, post a notice in the Clubhouse of those members whose subscriptions are in arrears. The detailed responsibilities of the Honorary Membership Secretary shall be determined by the Committee of Management.

## **8. THE COMMITTEE**

**(i)** The Committee of Management shall consist of the Chairman of the Club (who shall preside at all meetings when present), the Honorary Club Secretary, the Honorary Membership Secretary, the Honorary Treasurer and up to 9 other eligible members who shall be elected by ballot at the Annual General Meeting. The 9 other members shall include one Junior Member. Five members of the Committee shall constitute a quorum. If the Chairman of the Club is not present at a meeting of the Committee, the members present shall appoint a deputy Chairman from among their members. The Chairman or any three members of the Committee may at any time direct the Honorary Club Secretary to summon a Meeting of the Committee. Any casual vacancy on the Committee shall be filled by the Committee for the remainder of the year.

**(ii)** Each member of the Committee of Management will be required, as a condition of election or appointment, to agree to be bound by and subject to this Constitution and the LTA Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

**(iii)** The Committee shall have the following powers:

- (a)** It shall have the control of the finances and grounds of the Club.
- (b)** It shall supervise the arrangements for tennis practices, tournaments and matches.
- (c)** It shall engage, direct and dismiss the Club servants/employees.
- (d)** It shall be the final arbiter in cases of dispute or doubt arising from this Constitution.
- (e)** It shall have the power to make, amend and administer such rules as it may deem necessary for carrying out the objects of the Club and membership.
- (f)** It shall have power to enter into contracts for the purposes of the Club on behalf of all the members of the Club.
- (g)** The members of the 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.
- (h)** The Committee may from time to time appoint from among their number such sub-committees as they may consider 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.

## **9. GENERAL MEETINGS**

### **(i) The Annual General Meeting**

The Annual General Meeting shall be held not later than 31<sup>st</sup> March in each year, at such time and place as the Committee may determine. At least seven days' notice of the Annual General Meeting shall be given and the Honorary Club Secretary shall send to every member an Agenda of the business to be transacted. The Annual Statement of Accounts and Balance Sheet shall be available for inspection.

### **(ii) Extraordinary General Meeting**

The Committee may call an Extraordinary General Meeting of the Club at any time and shall be bound to do so at the written request of not less than 10% of those members who are entitled to vote at General Meetings. At least five days' notice of an Extraordinary General Meeting shall be given and the Honorary Club Secretary shall send to every member an Agenda of the business to be transacted.

### **(iii) Notice Provisions**

To save costs and administration the notice and the Agenda for the AGM or an EGM may be sent electronically by e-mail. A copy of the notice and Agenda shall be placed on the Notice Board in the Clubhouse either 7 days in advance of an AGM or 5 days in advance of an EGM.

### **(iv) Conduct of General Meetings**

The quorum for General Meetings shall be 10 and in case no quorum is present within 30 minutes of the hour fixed for the meeting, the Chairman may adjourn to such convenient hour and day as he or she shall think fit. If the Chairman of the Club is not present, the members present shall appoint a deputy Chairman from among their members. Voting on all matters, except alterations of this Constitution and election of officers, shall be by simple majority.

## **10. FINANCE**

**(i)** All monies payable to the Club and all costs incurred by the club shall be accounted for by the Honorary Treasurer. Funds received by the club shall be deposited in a bank account in the name of the Club. No sum shall be withdrawn from the account except by cheque signed by two of up to four signatories authorised by the Management Committee, who shall include the Chairman, the Honorary Club Secretary, the Honorary Treasurer, the Honorary Membership Secretary plus if necessary a nominated member



of the Committee. Any monies not required for immediate use may be invested as the Committee thinks fit.

**(ii)** 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 members of the Club.

**(iii)** The Committee shall have power to authorise the payment of remuneration and expenses to any officer, member or employee of the Club and to any other person or persons for services rendered to the Club.

**(iv)** The financial transactions of the Club shall be recorded in such manner as the Committee think fit by the Honorary Treasurer.

**(v)** The Annual Statement of Accounts and Balance Sheet for the past year shall be audited by a professional person with relevant experience before being submitted to the Annual General Meeting.

## **11. BORROWING**

**(i)** The Committee may, from time to time, at their own discretion, borrow money on behalf of the Club for the purposes of the Club, the general upkeep of the Club or for additions or improvements.

**(ii)** When so borrowing, the Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner or on such terms and conditions as they think fit, and in particular any mortgage or charge upon or by the issue of debentures charged upon all or any part of the property of the Club.

**(iii)** The Committee shall have no power to pledge the personal liability of any member of the club for the repayment of any sums so borrowed, though any member may voluntarily undertake such liability.

**(iv)** The trustees shall, at the discretion of the 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 Committee may deem proper for giving security for such monies and the interest payable thereon.

## **12. PROPERTY**

**(i)** The property of the Club, other than cash at the Bank, shall be vested in not less than two and not more than four trustees. They shall hold the property upon trust for the members of the Club in accordance with the directions of the Committee.



(ii) The trustees shall deal with the property as directed by resolution of the Committee and entry in the Minutes shall be conclusive evidence of such a resolution.

(iii) The Chairman of the Club and the Honorary Treasurer shall be ex officio trustees and additional trustees (a maximum of 2) shall be elected by the Committee. All trustees shall hold office until death or resignation unless removed by a resolution of the Committee.

(iv) The trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

### **13. LAWN TENNIS**

(i) The rules, for the time being, of the International Tennis Federation shall be the rules in force at the Club.

(ii) The Officials of the Club shall be

- (a) The Ladies' Team Captain
- (b) The Men's Team Captain

They shall be elected annually by the Committee at its first meeting after the Annual General Meeting. The Captains shall be responsible, under the general direction of the Committee, for the administration and arrangement of practices, tournaments, competitions and the selection of teams to represent the Club. All team players must be fully paid up members of the Club and a British Tennis Member affiliated to Durham Archery Lawn Tennis Club.

(iii) There shall be annual competitions for the Club's Tennis trophies on a knockout basis with holders playing throughout the competition. The Committee shall decide what other competitions or tournaments are to be held throughout the year, together with such entrance fees and prizes as it may think appropriate.

(iv) Appropriate sportswear must be worn.

### **14. DISSOLUTION**

In the event of dissolution of the Club, its net assets shall be applied to one or more of the following:

- (a) the purposes of the sport's governing body for use in community related sport;
- (b) the purposes of another Community Amateur Sports Club within the scheme;
- (c) the purposes of a Charity.

### **15. ALTERATION OF THE CONSTITUTION**



No clause of the Club Constitution shall be repealed or altered and no new clause shall be made save by 2/3 majority of members present and entitled to vote at a General Meeting, and 5 clear days' notice at least of any such intended repeal or alteration or making of a new clause shall be given previously to all such members.

*(Including amendments in 2005, 2006, 2009 , 2011 and 2016.)*