

STEEP LAWN TENNIS CLUB
ARTICLES OF CONSTITUTION

1. Name

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

2. Definitions – see Appendix 1

3. Objectives

The objectives of the Club are:

- (a) to provide tennis, social and other activities for its Members and generally to encourage and facilitate the playing of tennis;
- (b) to acquire, establish, own, operate and maintain tennis court facilities of the Club together with buildings and assets;
- (c) to promote, develop and support the wider interests of tennis;
- (d) to affiliate to the appropriate governing body (currently the Hampshire and Isle of Wight LTA) and to comply with and uphold the Rules and Regulations of those bodies.

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 objectives. No surplus will be distributed other than to Members on winding up or dissolution of the Club (see Article 15.3).

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 and 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.

5. Membership

5.1 Eligibility for membership

5.1.1 Persons of either sex 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, sex, occupation, religion or political persuasion.

5.1.2 Persons over 18 years old and in full-time education may be elected as Student Members.

5.1.3 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.2 Classes of members

There shall be the following classes of membership for the Club:

- Full Member
- Student Member
- Junior Member
- Junior Member passed for adult play (as defined by the Management Ctte)
- Non-playing Member (as defined by the Management Ctte.)
- Honorary Member (as defined by the Management Ctte.)

Only Full Members and Student Members shall be entitled to receive notice of, attend and vote at general meetings (see below). Other adult members are welcome to attend.

5.3 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, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club.

5.4 Subscriptions

5.4.1 The entrance fee and annual subscription for each type of Member shall be determined by the Management Committee and approved at the AGM for the following year provided that the Management Committee shall use its best endeavours to ensure that the fees set by it do not preclude membership of the Club. All Members shall pay the appropriate entrance fee and annual subscriptions

5.4.2 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee and his first annual subscription.

5.4.3 The Management Committee shall set a deadline by which subscriptions shall be paid. Any Member whose entrance fee or subscription is not paid by this deadline shall be deemed to have resigned his membership of the Club. He shall then be eligible to join the waiting list if it is open at that time.

5.5 Resignation

A Member may resign from the Club in a letter to the Membership Secretary. Membership shall not be transferable in any event and shall cease immediately on death or dissolution of the Club or on the failure of the Member to comply with any condition of membership set out in these Articles.

5.6 Expulsion

The Management Committee reserves the right to terminate membership if a Member consistently breaks the Rules of the Club or otherwise breaches any

condition of membership set out in Article 5.10. Under such circumstances the Management Committee shall follow the process outlined in Appendix 2.

5.7 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 or entrance fee.

5.8 Guests

5.8.1 Any Member may introduce guests to the Club, provided that no one whose application for membership has been declined or who has been expelled from the Club is introduced as a guest. Appropriate guest fees will be approved by the Management Committee and updated from time to time.

5.8.2 No one may be admitted as a guest for more than a set number of occasions in any calendar year. This number will be set by the Management Committee.

5.9 Use of Club premises

Members and their guests enter the Club premises and use its facilities entirely at their own risk. Neither the Club nor any of its Trustees, officers or members will accept liability for any injury, loss or damage howsoever caused.

5.10 Each member agrees as a condition of membership to:

5.10.1 be bound by and subject to these Articles

5.10.2 be bound by and subject to the LTA's Rules and the Disciplinary Code.

5.11 Rule 5.10 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 rule 5.10 should be enforceable

by virtue of the Contracts (Rights of Third Parties) Act 1999, by the person who is not a party to this agreement.

6. The Management Committee

6.1 The Club shall be managed by a Management Committee consisting of the following Officers:

- 1 The Chairman
2. The Honorary Secretary
3. The Honorary Treasurer
4. The Honorary Membership Secretary
5. The Honorary Groundsman

and no more than 7 other Full Members who may be co-opted under Article 6.8 below.

6.2 The Hon. Secretary shall send to the Members each year a nomination form asking for candidates for the election of members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated in the manner prescribed by the Management Committee and then voted on at the AGM.

6.3 Any person nominated as a member of the Management Committee must be a Full Member.

6.4 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 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 lot.

- 6.5 The members of the Management Committee so elected shall, subject to termination of office by resignation, removal or otherwise, remain in office for 2 years after which they shall be re-elected or appointed or replaced in accordance with Article 6.4.
- 6.6 The Management Committee may appoint an eligible Member to fill any interim vacancy in these positions until the next AGM when that person shall retire but shall be eligible for election.
- 6.7 The Chairman shall appoint one officer of the Management Committee and Vice-Chairman to deputise for the Chairman in his absence.
- 6.8 In addition to the members elected or appointed in accordance with Article 6.4, the Management Committee may co-opt up to 7 further Full Members to serve as Committee members. Co-opted members shall be entitled to vote at the meetings of the Management Committee. Such appointments will be reviewed by the Committee every 2 years.
- 6.9 A member of the Management Committee shall be deemed to have vacated office if:
- (a) he resigns his office by notice to the Club;
 - (b) he is requested to resign by more than 75% of the other Management Committee members.
- 6.10 Each member of the Management Committee will be required as a condition of election or appointment to agree to be bound by and subject to these Articles, the Rules and the 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.

7. Proceedings of the Management Committee

- 7.1 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 6 Committee Members. The Chairman shall have discretion to call emergency meetings of the Management Committee if he considers it to be in the interests of the Club. The Hon. Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.
- 7.2 The Chairman shall chair 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 Vice-Chairman shall preside. If there is no Vice-Chairman or if he is unwilling to preside, or if he 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.
- 7.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman or acting chairman of that meeting shall have a casting or additional vote.
- 7.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. These sub-committees may co-opt members with particular expertise. 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.
- 7.5 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.

- 7.6 Every member of the Management Committee, employee or agent 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, 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 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, 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.
- 7.7 The Management Committee shall have power to make, repeal and amend such Rules as it may from time to time consider necessary for the wellbeing of the Club.

8. Trustees

- 8.1 The Trustees of the Club shall be appointed from time to time as necessary by resolution of the Management Committee from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Management Committee or until a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting. A Trustee who wishes to cease full playing membership but is prepared to continue as Trustee shall be appointed Honorary Member.
- 8.2 All property of the Club including land and buildings (but excluding bank and building society accounts) 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. Any Registered Land must be registered in the names of the Trustees. On the death, resignation or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of 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 as aforesaid into names of the Trustees as constituted after the said appointment including land registration in the name of the new Trustees.

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, charge 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. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given. Entry in the minute book shall be conclusive evidence of any Management Committee direction.

8.3 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.

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

9. Annual General meeting

9.1 The annual general meeting of the Club shall be held within 5 months of the financial year end on 30 September in order to transact the following business:

- (a) to receive the Chairman's and officers' reports of the activities of the Club during the previous year and to approve the minutes of the previous year's meeting;
- (b) to receive and consider the accounts of the Club for the previous year, the auditor's report on the accounts and the Hon. Treasurer's report as to the financial position of the Club;
- (c) to elect/remove the auditor or confirm that he remain in office;

- (d) to elect the members of the Management Committee; a President may also be elected.
- (e) to decide on any resolution which may be duly submitted in accordance with Article 9.2 below;
- (f) to deal with any special matters which the Management Committee desires to bring before the membership including amendment of the Articles of Constitution.

9.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Hon. Secretary not less than 21 days before the meeting.

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

10. Extraordinary general meeting

An extraordinary general meeting may be called at any time by the Management Committee and shall also be called within 21 days of receipt by the Hon. Secretary of a requisition in writing signed by not less than 20 of members eligible to vote stating the purposes for which the meeting is required and the resolutions proposed.

11. Procedures at the annual and extraordinary general meetings

11.1 The Hon. Secretary shall send to each Member written notice of the date of the general meeting together with the resolutions to be proposed at least 14 days before the meeting.

11.2 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.

11.3 Each Full and Student 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. Other members are welcome to attend but not to vote.

11.4 The quorum for the annual and extraordinary general meetings shall be 40 members who are entitled to vote.

11.5 There shall be no right for Members to vote by proxy at general meetings.

12. Alteration of the Articles

These Articles 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 present and voting at the general meeting, the notice of which contains particulars of the proposed alterations or additions.

13. Finance

13.1 All monies payable to the Club shall be received by the person authorised by the Management Committee to receive such monies and shall be deposited in a bank account in the name of the Club. The Management Committee shall approve a maximum amount above which no cheque shall be drawn from the account except by cheque signed by two of the three signatories who shall be the Chairman, Hon. Secretary and Hon. Treasurer. Any monies not required for immediate use shall be invested as the Management Committee in its discretion thinks fit.

13.2 Subject to Article 15.3, the income and property of the Club shall be applied only in furtherance of the objectives of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

- 13.3 The Management Committee shall 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.
- 13.4 The financial transactions of the Club shall be recorded appropriately by the Hon. Treasurer in the accounting books of the Club which at all times should be properly written up. Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by an auditor or other independent persons. The accounts must be made available to every Member present at the annual general meeting.

14. Borrowing

- 14.1 The Management Committee may borrow a maximum amount equal to the annual income of the Club 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 may borrow any further money above that sum.
- 14.2 When so borrowing the Management 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 and on such terms and conditions as it thinks fit, and 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.
- 14.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 14.4 The Trustees shall, as properly directed by 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.

15. Dissolution

15.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if one-third of the members eligible to vote (or 130 whichever is the lower number) are present and the resolution is carried by a majority of at least 75% of the Members present and voting.

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

15.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed among Members equally.

Definitions

- i. “the Chairman” means the person elected from time to time to be the chairman of the Club in accordance with Rule 6;
- “the CLTA” means Hampshire County Lawn Tennis Association;
- “the Disciplinary Code” means the disciplinary code of the LTA in force from time to time.
- “the Honorary Secretary” means the person elected from time to time to be the honorary secretary of the Club in accordance with Rule 6;
- “the Honorary Groundsman” means the person elected from time to time to be the honorary grounds manager of the Club in accordance with Rule 6;
- “the Honorary Treasurer” means the person elected from time to time to be the honorary treasurer of the Club in accordance with Rule 6;
- “the Officers” means the persons elected from time to the above honorary positions and to the chair.
- “the LTA” means The Lawn Tennis Association and its subsidiaries or such successor entity or entities as become(s) the governing body of lawn tennis within Great Britain, the Channel Islands and the Isle of Man.
- “the Management Committee” means the committee appointed under Rule 6 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 Rules” means the rules of the LTA in force from time to time.

“the Trustees” means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 8.

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

Expulsion

In cases of possible expulsion from the Club the Management Committee shall follow the process outlined below:

1. The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the Club for him to remain a Member.
2. 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.
3. 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 answer complaints made against him and to cross-examine any witnesses and must not be expelled unless at least (two thirds) of the Management Committee then present vote in favour of his expulsion.
4. 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.