

HEADSTONE LAWN TENNIS CLUB

RULES (UNINCORPORATED CLUB)

1. Name

The Club, established in 1910, is called Headstone 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 MLTA" means Middlesex Lawn Tennis Association;

"the Game" means the game of tennis;

"the Club Secretary" means the person elected from time to time to be the club 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 LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the Officers" means the Chairman, the Club Secretary, the Treasurer, the Ladies Captain, the Men's Captain, the Bar Chairman, the Ground Secretary, the Junior Secretary, the Webmaster and the Club coach.

"the "Committee" means the management 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 Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.

2.2

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

3 Objects

The objects of the Club are:

- (a) to provide tennis, social and other activities and generally to encourage and facilitate the playing tennis.
- (b) to provide and maintain Club premises at 20 Hillfield Close, North Harrow HA2 6AZ and club-owned tennis equipment for the use of its members;
- (c) to promote, improve, develop and support the interests of tennis.
- (d) to take and retain a membership of the MLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the MLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated.

- (e) to acquire, establish, own, operate and turn to account in any way [for the members' benefit] the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (f) to do all such other things as the Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Constitution

- 4.1 The Club is constituted by these rules as a non-profit making Members Club. Subject to Rule 24.1, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules. In no circumstances during the continuance of the Club, nor at nor after dissolution, shall any assets or surplus funds be distributed to any member or other person nor to any organisation which is itself not constituted as non-profit making.
- 4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Committee (without the member being present) and are agreed with the member on an arm's length basis.

5. Membership and Annual Subscription Rates

5.1 Eligibility for membership

- 5.1.1 Persons of either sex are eligible for full 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.
- 5.1.2 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 Members is limited to 100 full members and 100 juniors.

5.2 Admission of Members

The Members shall be elected by the Committee and any person wishing to join the Club shall submit an application to the Club Secretary on the form approved by the Committee. of the Club. A period of at least seven days must elapse between the receipt of the application and the election by the Committee of the Member concerned.

5.3 Conditions of membership

- 5.3.1 Each member of each class agrees as a condition of membership:
 - (A) to be bound by and subject to these rules and the rules and regulations of the relevant MLTA (as in force from time to time); and
 - (B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

5.4 Subscriptions

- 5.4.1 The entrance fee (if any) and annual subscription for each type of Member shall be determined from time to time by the Committee provided that the Committee shall ensure that the fees set by it do not preclude open membership of the Club.
- 5.4.2 The Members shall pay any entrance fee (if any) and annual subscription fees set by the Committee 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 The subscription year runs from 1st May to 30th April and the age for subscription purposes shall be determined by the age of the member on 1st May.
- 5.4.5 Subscription rates for the following season shall be agreed by members at the previous year's Annual General Meeting. The Committee shall have the power not withstanding the above, to reduce the annual rates of subscription to meet special circumstances.

- 5.4.6 The annual subscription shall be paid by 1st June. In the case of new members, the entrance fee (if any) and the subscription shall be payable within fourteen days of election.
- 5.4.7 In the event of a Member's subscription being unpaid within seven days of posting by the Treasurer of a request for payment thereof, he or she shall cease to be a member but shall continue to be liable for the amount due.
- 5.4.8 Categories of membership are as follows:

Cat.	A	Senior (aged 23 and over) *	
	B	Introductory (A) First year only	
	C	Intermediate (19-22 years) *Working	
	D	Intermediate (19-22 years) *Student	
	E	Mid-week (playing Monday to Friday only Eligible for teams & all club tournaments)	
	F	Weekday (playing Monday to Friday up to 6 pm. only)	
	G	Over 65's*	
	H	Junior (11-18 years) *	
	I	Cadet (under 11 years) *	
	J	Associate (non-playing)	
	K	Parent (playing Monday to Friday before 6 pm, after 5 pm weekends and before 11 am Sunday morning only)	

*Age on 1st May

6. Resignation

Members desirous of resigning their membership shall give notice in writing or by email of their resignation to the Club Secretary to reach him or her before 1st May in any year; failing which they shall be liable for their subscription for the ensuing year. Members shall produce proof of membership if required. Membership shall not be transferable in any event.

7. Suspension or Expulsion

- 7.1 If at any time the Committee is of the opinion that the interests of the club so require, it may refuse membership or expel a member.
- 7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Committee at which his expulsion shall be considered and written details of the complaint made against him.
- 7.3 The Member shall be given an opportunity to appear before the Committee to answer complaints made against him. The member must not be expelled unless at least a majority of the Committee then present vote in favour of his expulsion.
- 7.4 The Committee may exclude the Member from the Clubhouse and the Club grounds until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for making his representations.
- 7.5 The Member may appeal against the Committee's decision, within 14 days of receiving the decision, by notifying the Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

8. Effect of Resignation or Expulsion

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he has no right to the return of any part of his subscription.

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

9. Management

9.1 The management of the Club shall be in the hands of the Committee, hereinafter called the Committee, consisting of the four trustees, the Officers of the Club and at least three and no more than eight playing members who shall be ex-officio members of the Committee.

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

9.2 The Committee shall decide in its discretion how the Members may be nominated to be members of the Committee and shall notify the Members accordingly.

9.3 The Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).

9.4 In addition to the members elected or appointed in accordance with this rule 9, the Committee may co-opt up to 3 further members who shall serve until the next annual general meeting when that person shall retire but shall be eligible for re-election.

10. Proceedings of the Management Committee

10.1 Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be one-third of the Committee. The Chairman and the Club Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Club Secretary shall give all the members of the Committee not less than 7 days' notice of a meeting.

10.2 The Chairman shall be the chairman of the Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the members of the Committee present may appoint one of their number to be chairman of the meeting.

10.3 Decisions of the Committee shall be made by a simple majority and in the event of an equality of votes the Chairman of that meeting shall have a casting vote.

10.4 The Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee. A sub-committee will be entitled to co-opt non-committee members if it decides that additional skills are required. All sub-committees shall be accountable to the Committee, which shall have the power to approve or rescind decisions made by the sub-committees as it deems appropriate. 10.5 The 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 Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

10.6 The number of the Trustees of the Club shall be four who will be appointed from time to time as necessary by the Club in general meeting 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 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.

10.7 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, and for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the 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 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 Committee; and shall have power to sell, lease, mortgage or pledge any Club property for raising or borrowing money for the benefit of the Club in compliance with the Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

11. Annual general meeting

- 11.1 The Annual General Meeting of the Club shall be held in the month of November each year at which the Treasurer shall present the Balance Sheet, a copy of which will be available for each member and at which the Committee's report for the previous year shall be received and the Committee and Officers shall be elected for the ensuing twelve months. Any other business in accordance with the Secretary's agenda shall be transacted at the Annual General Meeting.
- 11.2 Notice of the time and place of the Annual General Meeting shall be posted on the notice board in the pavilion and sent by ordinary post or email to all Members at least fourteen days before the meeting. Any members desirous of proposing a motion to alter and /or vary the Rules of the Club shall send a copy of the same in writing to the Secretary before 1st October.

12. Special general meetings

A Special General Meeting of the Club shall be called by the Secretary of the Club on receiving a written request to do so, signed by not fewer than one fifth of the Members and may also be called for the purposes of satisfying Rule 7. Such requisitions must state the matters or questions to be brought before such meeting and must be accompanied by copies of any motion to be moved thereat. Notice of the time and place of any Special General Meeting shall be posted on the notice board in the pavilion and sent by ordinary post or email to all Members at least fourteen days before the meeting is due to take place.

13. Procedures at the annual and special general meetings

- 13.1 The quorum for the annual and special general meetings shall be 10 Members or one-tenth of the voting membership of the Club, whichever is the greater number.
- 13.2 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, a Member of the Committee nominated by the Committee shall chair the meeting and if no other Members of the Committee are present or willing to preside the Members present and entitled to vote may choose one of their number to be chairman of the meeting.
- 13.3 If a quorum is not present within half an hour of the time appointed for, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or special general meeting the chairman of the meeting must specify the time and place to which it is adjourned. If the continuation of an adjourned annual or special general meeting is to take place more than 14 days after it was adjourned the Club must give at least 7 days' notice to all Members.
- Every playing Member shall be entitled to be present and speak at any General Meeting but only the Trustees, Officers of the Club and playing Members (playing Members include Life Members) who are over the age of 19 and whose subscription allows them to play at any time in the week are entitled to vote at a General Meeting.
- Each voting Member shall have one vote and resolutions shall be passed by a simple majority of those present and voting. In the event of an equality of votes the Chairman of the meeting

shall have a casting vote.

14. Purchase and supply of liquor

14.1 The purchase for the Club and supply by the Club of intoxicating liquor shall be in the absolute discretion of a sub-committee of not less than three Members being Members of the Committee appointed by the Committee for that purpose. In the event of any Member for any reason ceasing to be a Member of the Committee he shall automatically cease to be a Member of the sub-committee and another Member of the Committee shall be appointed in his place. Such a sub-committee shall in no way be restricted in freedom of purchase.

15. Commission

No person shall at any time be entitled to receive at the expense of the Club (or any member thereof) any commission percentage or similar payment on or with reference to purchase of intoxicating liquor by the Club; nor shall any person directly or indirectly derive by 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.

No money or property of the Club or any gain arising from the carrying on of the Club shall be applied otherwise than for the benefit of the Club or for some charitable or benevolent purpose.

16. Visitors

Any Member who is over 19 and whose subscription allows them to play at any time in the week shall be entitled to introduce visitors to the Club provided that no person whose application for membership has been declined or has been expelled from the Club shall be introduced as a visitor. Members may introduce visitors who do not use the courts without payment, but playing visitors must be paid for at the rate agreed by the members at the previous year's AGM per visit. Visitors under 16 years of age may be paid for at half the above rate.

The same visitor shall not be introduced more than three times in one season. Members introducing visitors on Saturdays, Sundays and Bank holidays shall obtain the consent of a member of the Committee. The Member who introduces the visitor shall be responsible for all payments due and enter his or her name and that of the visitor in the book kept for the purpose.

17. Injury, Loss of Property Etc.

Members or visitors leaving unattended vehicles, racquets, clothing or other property at the Club do so at their own risk and the Club shall not be responsible for any loss, damage or injury from this or any other cause.

18. Licensing hours

The permitted hours for the supply of intoxicating liquor shall be fixed and may be varied from time to time by the Committee in accordance with the statutory provisions for the time being in force.

19. Rules and Regulations

19.1 A copy of these Rules and of the Regulations made by the Committee under Rule 9 shall be displayed at all times on the Club notice board and all Members shall be deemed conversant therewith. The Rules shall not be altered except at a General Meeting after due notice and then only provided that two-thirds of those present and voting are in favour. The Regulations shall be made and periodically revised by the Committee.

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 Club Secretary must give written notice of the alteration or addition to the proper Licensing Authority.

20. Finance and Accountancy Year

20.1 All moneys payable to the Club shall be received by the person authorised by the Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by any one of the four signatories who shall be the Treasurer, the Bar Chairman, a specified Member of the Committee and a specified Trustee. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.

20.2 Subject to Rule 24.1 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.

20.3 The Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.

20.4 The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.

20.5 Except for the purpose of subscriptions (see Rule 5.5.4) the Club's Financial Year shall run from 1st October to 30th September and the Accounts submitted to the Annual General Meeting shall be prepared accordingly.

20.6 Full accounts of the financial affairs of the Club shall be prepared each year and these accounts shall be duly audited by the Honorary Auditor.

21. Borrowing

21.1 The Committee may borrow a maximum total amount of £30,000 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.

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

22. Property

22.1 The property of the Club, other than cash at the bank, shall be vested in four Trustees who shall be appointed at a General Meeting of the Club. The Annual or Special meeting shall have the power to remove any of the Trustees and all vacancies occurring by removal, resignations or death shall be filled at the next Annual or Special meeting. The Trustees shall have the power to invest money and adopt such measures as necessary in the interest of the Club, subject to the approval of the Committee. If at any time, the Club, at an Annual or Special meeting shall pass a resolution authorising the Committee to spend or borrow money; the Committee shall pass a resolution authorising the Committee to spend or borrow money; the Committee shall thereupon be empowered to spend or borrow for the purposes or objects of the Club such amounts of money, either at one time or from time to time and such rate of interest and in such form and manner and upon such security as shall be specified in such resolution and thereupon the Trustees shall, at the discretion of the Committee, make all dispositions of the Club property or any part thereof and enter into such agreements in relation thereto as the Committee may deem proper for giving security for such loans and interest.

23. Notices

- 23.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 23.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.
- 23.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- 23.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

24. Dissolution

- 24.1 If at any General Meeting a resolution for the dissolution of the Club shall be passed by a majority of the Members present and such resolution shall, at a Special General Meeting held not less than one month thereafter at which not less than one half of the Members shall be present, be confirmed by a resolution passed by a majority of two-thirds of the Members voting thereon the Trustees and Committee shall thereupon or at such future date as shall be specified in such resolution, proceed to realise the property of the Club and after discharge of all the liabilities the remaining assets and surplus funds should only be distributed to a similar non-profit making organisation whose objective is the furtherance of the game of Lawn Tennis.