

Winstanley Tennis Club Constitution

November 2024 onwards

1a Title and Objects of the Club:

The Club, established in 1921, is called Winstanley Tennis Club ("the Club") and it shall have as its objects: -

- i) the provision of tennis, social and other facilities for its members;
- ii) promote participation in the playing of tennis in the local communities;
- iii) provide and maintain Club premises and club-owned tennis equipment at Hall Lane, Billinge, Wigan WN5 7XN for the use and benefit of its members;
- iv) do all such other things as the Committee thinks fit to further the interests of the Club and to promote, advance and safeguard the interests of tennis or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule; and
- v) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club.

1b Constitution:

The Club is constituted by these Rules as a non-profit-distributing, unincorporated members' Club.

1c Affiliation

The Club shall seek affiliation to the Lawn Tennis Association through the appropriate county lawn tennis association and shall adopt and conform to the rules of these organisations in so far as they can apply.

2. Management:

- a. The Club shall be managed by a Management Committee (hereafter referred to as 'the Committee') consisting of Chairman, Captain, Hon Secretary, Hon Treasurer, and no fewer than three other members, elected annually by ballot and four to form a quorum.
- b. Committee meetings are to be convened by the Secretary within three weeks of his/her receiving a request from any three members of the Committee. In any case, the Secretary shall convene a minimum of six meetings between one AGM and the next.
- c. The Committee shall have the power to fill any vacancies in its number, which may from time to time occur, and such appointments shall hold good until the AGM next ensuing, but the proceedings of the Committee shall not be invalidated in consequence of there being less than the prescribed number.

d. The Committee shall have the power to make such regulations, not inconsistent with these Rules, as it thinks fit and may exercise all of the powers of the Club for the purposes of the management of the Club.

e. The Committee may from time to time appoint such Sub-Committees as it may deem necessary or expedient and may depute or refer to them such of the powers and duties of the Committee as the Committee may determine; such Sub-Committees shall periodically report their proceedings to the Committee, and shall conduct their business in accordance with the directions of the Committee.

f. The Chairperson, Hon Secretary, and Hon Treasurer are empowered to take emergency decisions on behalf of the Club should it not be possible to convene a meeting of the Committee in due time; such decisions are to be reported to the next meeting of the Committee.

g. Each member of the Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he/she is a fit and proper person prior to being elected.

h. The Club agrees that each member of the Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and Disciplinary Code of the LTA, 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.

i. The Secretary shall send to the members each year a nomination form for the election of members of the Committee. Those persons proposed to be nominated as members of the Committee must declare themselves to be fit and proper persons in accordance with Rule 2g and nominated by any two full playing members on the form prescribed by the Committee and must be submitted to the Secretary by such date as the Committee shall prescribe each year and must be signed by the nominee and those nominating her/him. No member may nominate more than one candidate for any one position. Any person nominated as a member of the Committee should normally be a full member of the Club.

j. If there is only one candidate nominated to fill any particular position, that candidate shall be declared elected unopposed for that particular position at the next annual general meeting. If there is more than one candidate for any particular position 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.

k. 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). Members of the Committee are eligible to stand for re-election annually without limit.

l In addition to the members elected or appointed in accordance with Rule 2, the Committee may co-opt further members to fulfil a specific role who shall serve until the next annual general meeting. The Committee may appoint any member to fill any casual vacancy on the Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.

m The members of the Committee may delegate any of the powers that are conferred on them by these rules to such person, or Committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Committee may revoke any delegation or alter its terms and conditions.

n The Trustees of the Club shall be appointed by and shall act in accordance with the wishes of the Committee.

3. Classification of Members and Subscriptions:

a. *Eligibility for membership*

- i) 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.
- ii) Persons below the age of 18 may be elected as junior members without the right to hold office or vote at annual general meetings.
- iii) Club membership shall be limited at the discretion of the Committee. This limitation relates purely to numbers playing under the various categories of membership and according to the available facilities.

b *Admission of members*

Any person who wishes to become a member must submit an application in such form as the Committee shall decide. Every candidate for membership shall be considered by the Committee, or by a person or Committee it has delegated to do so, 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 entitled to any privileges of the Club until two days have passed since his or her application for membership was submitted, whether or not he/she is admitted as a member before those two days have lapsed.

Upon the admission of a new member, he/she will receive a copy of the Rules and a New Members' Booklet.

c *Conditions of membership*

- i) All members joining the Club shall be deemed to have accepted the terms of this constitution and any regulations, from time to time adopted by the Club;
- ii) Each member agrees as a condition of membership:

to be bound by and subject to the rules and regulations of the County LTA ['Tennis Lancashire'] (as in force from time to time) and to be bound by and subject to the Rules and the Disciplinary Code of the LTA.

iii) Rule 3.c 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 3.c, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.

(This means that the LTA can take action against a member of a club only in relation to a Breach of LTA Rules and the Disciplinary Code).

d *Classes of Members*

The different classification of members within the Club shall be:

Full Playing Adult Members aged 24 and over.

Unemployed Members: restricted to those who are unemployed. If employed part way through the year, the fee will be pro rata. Evidence needs to be provided to the Committee regarding unemployment status which will be decided upon by a majority vote. The unemployed member will receive the privileges of a full playing member with a reduction no greater than 50% of the full playing member fee.

State-Pension-Aged (SPA) Members: restricted to those eligible to receive the State-retirement pension. The SPA member will receive the privileges of a full playing member with a reduction no greater than 20% of the full playing membership fee.

Life Members: those to be awarded a full membership for their lifetime, following nomination by the Committee, in recognition of their services to the Club and in accordance with a set criteria.

The above four categories of membership confer full membership of the club; only those with Full Membership shall be entitled to vote at general meetings. A member other than a full member shall be entitled to the privileges of membership relevant to his/her class of membership.

Weekday Members: aged 18 or over, restricted to playing times of Monday – Friday, 9 a.m. to 5 p.m. provided the courts are not required for other purposes.

Pro rata payment will apply to all the above categories of senior membership during the first year of membership.

Chaperone Members: restricted to parents who are not otherwise Club members, entitling them to play with their children who are junior members at

times when courts are available out-side scheduled evening and day-time Club activities.

Junior Members (under 13) (normally Primary school pupils) : Juniors under 13 can play at times other than scheduled coaching sessions as long as they are supervised by an adult who is a Chaperone or a parent/guardian.

Junior Members (aged 13 to 18) Juniors 13-18 have access to the courts at any time, subject to availability and scheduled tennis programmes (e.g. league matches, tournaments, coaching).

Junior Members (aged 18 to under 24): Juniors 18 to under 24 have access to the courts at any time, subject to availability and scheduled tennis programmes (e.g. league matches, tournaments, coaching).

U3A (University of the 3rd Age affinity) Member: playing is restricted to times designated for U3A activities.

Family Chaperone membership – Two options when all children are in the Junior under 11 category only and are members of the same family:-

Option One - 2 Adults and unlimited children – Cost is 20% reduction of the membership price.

Option Two - 1 Adult and unlimited children – Cost is 20% reduction of the membership price.

Student summer holiday membership. A new category from 2024, applying from July to September, inclusive, at a price of £30. Subject to proof of student status.

Exceptions will apply to special offers for new members only, at Open Days.

Discounts would only be offered to existing members who do not rejoin from 1 April after 1 September in each year.

Tennis- related activities: For Individuals/Groups wishing to use the courts, whilst their existing premises are unavailable. This use must be agreed by the Committee and a charge payable to the Club.

Every member of a visiting match team shall be an Honorary Member for the day and every competitor in a tournament at the Club shall be an Honorary Member for the period of the tournament.

Other Members: the Committee may at its discretion and with a majority vote offer other classifications and privileges of membership in exceptional circumstances and where this is warranted by the applicant or affinity group. This is to be ratified at the next AGM and a separate membership classification raised if seen to be required.

e *Subscriptions*

The effective date as to eligibility of classification of membership shall be 1st April; all subscriptions become due in advance on 1st April in each year.

The annual subscription for each type of member shall be determined at the Annual General Meeting of members in the light of a recommended scale of fees proposed by the Committee and provided that the fees set by it do not preclude open membership of the Club.

f *Resignation*

A member may withdraw from membership of the Club on clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

g *Playing Visitors and other Guests*

Any member may introduce a friend as a visitor to the club on payment of the visitor rate prevailing at the time.

Visitor's fee - £5 (under 16 free and only five visits per year in each case)

Visitors may be allowed to enter tournaments upon payment of an additional tournament fee without entitlement to a winning trophy if one is associated with the tournament.

Visitors will be regarded as Honorary Members for the duration of their visit.

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 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.

h *Cancellation Clause*

Members have cancellation rights up to 14 days after they have paid their membership fee should they not be content with the type of membership purchased.

Any member can cancel by emailing the Club at:-
winstanleytenniscontact@gmail.com.

The fee will be refunded in full within 30 days of this email.

4 *Suspension or Expulsion of Members*

Subject to the remaining provisions of this rule, the Committee shall have power to refuse membership or expel a member only for good and sufficient cause, such as conduct or character likely to bring the Club or the game of tennis into disrepute.

The Committee shall have the power to terminate or suspend the membership of any member, or to exclude any member or visitor whom it considers guilty of a breach of the Constitution or the On-Court Rules or of misconduct or offensive behaviour to any other member, visitor, whether on the Club's premises or elsewhere.

A member shall not be expelled unless given 14 day's written notice of the meeting of the Committee at which his/her expulsion shall be considered and written details of the complaint made against him/her.

The member has the right of appeal. This must be made in writing to the Secretary giving the grounds for the appeal within 14 days of the expulsion or suspension. It will be considered by the Committee within 14 days of receipt, and the decision made after due consideration of the written details presented.

The member shall be given an opportunity to appear before the Committee to answer complaints made against him/her. The member must not be expelled unless a majority of the Committee then present vote in favour of his/her expulsion.

The Committee may exclude the member from the Club's premises until the meeting considering his/her 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.

The member may appeal against the Committee's 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 eligible to vote at such meeting.

Membership will only be terminated where the continued membership of the person concerned would be likely to be contrary to the best interests of the sport or the good conduct and interests of the club. Any such suspension or expulsion could incur the added penalty of fee forfeiture.

5 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/she has no right to the return of any part of his/her 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.]

6 Use of Facilities

The club agrees that all 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 these rules, the Rules and the Disciplinary Code of the LTA, 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.

7 Dress Code

- a. Rules regarding dress to apply equally to members, visitors, opposing teams, and any other person using the courts.
- b. Rules regarding dress to apply all the year round – i.e. normal tennis season, Easter to October, and also to "winter tennis".
- c. Players must wear recognised tennis clothing; football strip, beachwear and other clearly non-tennis casual wear will not be allowed. Shoes must be recognised tennis shoes and must have flat, rubber soles without raised heels, deep ribbing, studs or spikes.
- d. Conventional tracksuits may be worn if over tennis wear as in (c) above. The wearing of normal trousers, jeans, or slacks will not be allowed.

8 Injury, Loss of Property

Members or Visitors leaving unattended vehicles, rackets, 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 resulting from this or any other cause.

9 Annual General Meeting (AGM) and Extraordinary General Meetings (EGMs)

- a. The annual general meeting shall be held before the end of December, when a statement of accounts for the past year shall be presented, together with annual reports from the Chairman, Secretary and Club Captain. The Committee will be appointed for the ensuing twelve months.
- b. At the AGM of the club, every senior member present, excluding Off-Peak, Chaperone, U3A and house/social members, shall have a vote upon every motion, and in the case of equality of votes, the Chairman (if a full member) shall have a second, or casting, vote.
- c. Any current member of the Committee shall be eligible for re-election.
- d. An EGM may be called at any time by the Committee. An EGM may be called by the Secretary on request in writing of 10 members with voting rights; the request should state the purposes for which the meeting is required and the resolutions proposed. Such a meeting shall be summoned within 28 days of the receipt of the request.
- e. Seven days' notice at least of every general meeting shall be given to each member, and said notice shall state the business to be transacted at such meeting;

- f Notice of any resolution proposed to be moved at the AGM shall be given in writing to the Secretary within 28 days of the meeting. At the AGM, any other urgent business than that specified in this Rule may be considered, provided that the Chairman and Secretary have been notified in advance of the meeting and provided that it does not call for an alteration of the Rules, the winding up of the Club, the transfer of any of the Club's assets, the borrowing of money, or any expenditure not within the immediate finances of the Club.
- g. Ten members shall form a quorum at any general meeting.

10 Alteration of Rules

Any of these Rules may be altered or rescinded or any new Rules made at any general meeting summoned for that purpose, by a majority of the members present and eligible to vote at such meeting, the notice of which contains particulars of the proposed alteration or addition.

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, if required, to the Chief of Police.

11 . Rules for Reference at the Club

The Secretary shall provide a copy of the Rules for reference at the club.

12. Regulations and Standing Orders

The 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 and operation of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club (CASC). Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Committee.

The Committee shall appoint three responsible persons to comply with the rules of CASC

13 Finance

(a) All monies payable to the Club shall be received by the person authorised by the Committee to receive such monies 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 two of the four authorised signatories who shall be the Honorary Treasurer and three other members of the Committee.

All surplus income or profits are to be reinvested in the club; no surpluses or assets will be distributed to members or third parties. Any monies not required for immediate use may be invested as the Committee in its discretion thinks fit.

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, but this will only be in exceptional circumstances and is to be determined by the Committee (see also rule 13 (b) below:-

Full accounts of the financial affairs of the Club shall be prepared each year.

The accounts shall be made available to members at the Annual General Meeting and shall be duly audited by those elected at the AGM to serve in the capacity of Auditor.

All payments that are not within the approved budget must be pre-approved by the Committee if the expected cost is expected to be over £250. For any urgent spend, then this must be agreed by the majority of the Committee and reported to the next available Committee meeting.

The Committee may borrow a maximum total amount of £10,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of an AGM, any further money above that sum.

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.

The Committee shall have no power to pledge the personal liability of any member for repayment of any sums so borrowed.

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

Every member of the Committee, employee or agent of the Club shall be indemnified by the Club and the Committee shall pay all costs, losses and expenses which any such member of the 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/her in good faith as such member of the Committee, employee or agent in accordance with the instructions of the Committee or of a general meeting of the Club or otherwise in the discharge

of his duties. The Committee may give to any member of the 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.

(b) **Remuneration** 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, but this will only be in exceptional circumstances and is to be determined by the Committee.

14. Property

The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.

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

The Trustees of the Club shall 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/her life, or until he shall resign by notice in writing given to the Committee or until a resolution removing him/her from office shall be passed at an AGM by a majority of the members present and eligible to vote.

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 the purpose of 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.

The Trustees shall be indemnified by the Club and the Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him/her in good faith as such Trustee in accordance with the

instructions of the Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Committee may give to any Trustee, 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.

15 Dissolution

The Club shall be dissolved on the passing of a resolution to that effect at an AGM, after due notice, by at least two-thirds of the total membership eligible to vote. Such a meeting shall appoint a Committee to wind up the affairs of the Club and shall give general directions as to the disposal of any assets. In any event, the net assets shall not be paid to or distributed among the members of the Club, but be applied for sporting or charitable purposes only, namely: -

- i) For the purposes of another Community Amateur Sports Tennis Club and/or
- ii) For the purposes of a Charity and/or
- iii) For the purposes of the Club's governing body for use in related community sport.

Revised version of Constitution was approved by the AGM at its meeting held on 28 November 2024.