

Titwood Lawn Tennis Club

Constitution

Adopted 23 October 2014

# TITWOOD LAWN TENNIS CLUB CONSTITUTION

## 1. Name

The Club is called Titwood Lawn Tennis Club ("the Club").

## 2. Definitions

- 2.1** "the Chair" means the person elected from time to time to be the chair of the Club in accordance with Rule 9;
- "the CLTA" means West of Scotland Lawn Tennis Association;
- "the Game" means the game of tennis;
- "the Secretary" means the person elected from time to time to be the secretary of the club in accordance with Rule 9;
- "the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;
- "the 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 Chair, Secretary, Treasurer, Membership Secretary, House Convenor, Grounds Convenor, Match Secretaries, Social Secretary ;
- "the Management Committee" means the committee appointed under Rule 9 to manage the Club;
- "the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;
- "the 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) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of south Glasgow and amongst the community;
- (b) to provide and maintain Club premises at Glencairn Drive, Pollokshields and Club-owned tennis equipment for the use of its Members;
- (c) to provide other ordinary benefits of an amateur sports club as set out in Part 13, Chapter 9 of the Corporation Tax Act 2010 including without limitation provision of suitability qualified coaches, coaching courses, insurance, post-match refreshments;
- (d) to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- (e) to take and retain a membership of the CLTA (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 CLTA 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;
- (f) 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;
- (g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulations, Bye Laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate);
- (i) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs; and
- (j) to do all such other things as the Management 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. Application of Surplus Funds**

- 4.1 The Club is a non-profit making organisation. Subject to Rule 24.3, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in these Rules no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 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 Management Committee (without the member being present) and are agreed with the member on an arm's length basis.
- 4.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.

#### **5. Membership**

##### *5.1 Eligibility for membership*

- 5.1.1 All persons 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 Only Senior Members may hold office or vote at General Meetings.
- 5.1.3 The number of Members is unlimited unless otherwise agreed by the members in general meeting.

##### *5.2 Admission of Members*

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Each application for membership shall be signed by a Senior Member as a proposer and another Senior Member as seconder. 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. If the candidate is refused membership he or she may appeal to the Membership Committee in writing to reconsider their decision. If the Membership Committee again refuses membership it shall state its reasons in writing to the candidate and such decision shall be final. For the avoidance of doubt, the candidate shall be entitled to attend the meeting of the Management Committee at which the appeal is being considered for the purpose of making his/her representations.



### 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 CLTA (as in force from time to time); and
- (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

5.3.2 Rule 5.3.1 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 5.3, 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.

5.3.3 The Management Committee may subject to Clause 7 terminate or suspend the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

### 5.4 *Classes of Members*

5.4.1 There shall be the following classes of members for the Club:

Senior Member: All members who do not fall into one of the following categories are Senior Members.

Intermediate Member: Members aged 16 to 20 years shall be Intermediate Members. On reaching 21 years by 31 March a member shall automatically transfer to Senior membership. Applicants for membership who provide evidence that they are full time students may become Intermediate Members even if they are aged 21 or over.

Junior Member: Members aged 8 to 15 years shall be Junior Members. On reaching 16 years by 31 March a member shall automatically transfer to Intermediate membership.

Mini Member: Members aged 5 to 7 years shall be Mini Members. On reaching 8 years by 31 March a member shall automatically transfer to Junior membership. No entry fee shall be payable on joining the Mini Section but an entry fee will become payable on becoming a Junior Member.



Intermediate, Junior and Mini Members shall not use the clubhouse at times other than those during which they are allowed to use the courts except at the discretion of the Management Committee.

Family Members: Families of up to two adults and all children under 21 living at the same address or children who can provide evidence that they are full time students shall be eligible for admission to Family membership. Each member of a family which has Family membership shall have the rights of the membership into which his age falls, except that only two adults may be counted as Senior Members.

Day Members: This section is restricted in its hours of play to weekdays until 6.00p.m. unless otherwise agreed in writing by the Management Committee.

Country Members: This section is restricted to those living over 30 miles from the Club.

Non-Playing Members: Non-Playing Members shall have access to the clubhouse and grounds. Only persons who have been Senior Members can transfer to the Non Playing Section and such transfer shall be at the discretion of the Management Committee.

Honorary Members: Persons who have been members for many years may be given honorary membership at the discretion of the Management Committee.

- 5.4.2 Only Senior Members shall be entitled to receive notice of, attend and vote at General Meetings. A member other than a Senior Member shall be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at General Meetings or have any voice in the management of the Club.

## 5.5 *Subscriptions*

- 5.5.1 The entrance fee and annual subscription for each type of Member for each annual season starting 30 April shall be determined by vote at the prior Annual General Meeting.
- 5.5.2 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.
- 5.5.3 Any existing Member whose entrance fee or subscription is not paid by 30 April shall be deemed to have resigned his membership of the Club unless by prior arrangement with the



Management Committee in writing . Any such person wishing to be reinstated will be required to reapply for membership and pay the entrance fee (if any) and annual subscription.

5.5.4 Only Members who have paid their subscriptions ( and, if appropriate, entry fee ) by 30 April shall be eligible to play for any team for the season starting on 30 April.

5.5.5 Non-Playing members becoming playing members shall be liable for entrance fee (if any) unless they have previously been playing members and have not severed their connection with the Club.

## **6. Resignation**

Other than as set out in 5.5.3 above, a Member may withdraw from membership of the Club on two month's 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. Senior Members may not resign if a motion for winding up the Club has been tabled by the Management Committee or at a General Meeting of the Club.

## **7. Suspension and Expulsion**

7.1 The Management Committee shall have the power to suspend Members whose conduct is considered disruptive or inappropriate from the use of the facilities of the Club for such time as the Management Committee shall consider appropriate.

7.2 Subject to the remaining provisions of this Rule, the Management 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 into disrepute.

7.3 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.

7.4 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

7.5 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.



7.6 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's Members in a General Meeting and decided by a majority vote of Members present and voting at that 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 Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

## **9. The Management Committee**

9.1 The Club shall be managed by a Management Committee consisting of the Officers and the number of other Members deemed necessary by the Officers to suit each season, a half of the members of the Management Committee plus one to form a quorum. The Management Committee shall have the power to appoint sub-committees from their own number or from others. The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

9.2 Each member of the Management 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 is a fit and proper person prior to being elected.

9.3 The Club agrees that 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 rules, the rules and regulations of the relevant CLTA and the LTA Rules and the LTA 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. Each member of the Management Committee must notify the Secretary in writing of his/her agreement to these provisions prior to the Annual General Meeting each year.

9.4 The members of the Management 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 Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.





- 9.5 Any person nominated as a member of the Management Committee must be a Senior Member.
- 9.6 The Officers 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).
- 9.7 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt further members who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.8 The Management Committee may appoint any member to fill any casual vacancy on the Management Committee until the next Annual General Meeting when that person shall retire but shall be eligible for re-election.
- 9.9 Retiring members of the Management Committee may be re-elected.
- 9.10 A member of the Management Committee shall be deemed to have vacated office if:
- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (b) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
  - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
  - (d) he resigns his office by notice to the Club; or
  - (e) he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
  - (f) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CLTA or the LTA; or
  - (g) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 9.11 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the



Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

## **10. Proceedings of the Management Committee**

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit. The quorum for such meetings shall be one half of the members of the Management Committee plus one. The Chair and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. All the members of the Management Committee shall be given not less than seven days' notice of a meeting.
- 10.2 The Chair shall be the chair of the Management Committee. Unless he is unwilling to do so, the chair 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 Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be Chair of the meeting.
- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chair (or the acting chair of that meeting) shall have a casting or additional vote.
- 10.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.
- 10.5 The Management Committee shall be responsible for 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.
- 10.6. The Chair, Secretary and Treasurer shall be, ex officio, the Trustees of the Club. 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. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for



the benefit of the Club in compliance with the Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

- 10.7 The members of the Management 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 provided that such liabilities shall have been authorized by the Management Committee.
- 10.8 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting is.
- 10.9 The Management Committee shall have the power to impose a levy on the membership to defray the cost of a major item of expenditure.

## **11. Annual General Meeting**

- 11.1 The Annual General Meeting of the Club shall be held in November or December each year to transact the following business:
- (a) to receive the Chair's report of the activities of the Club during the previous year;
  - (b) to receive and consider the accounts of the Club for the previous year, the Independent Accountant's report on the accounts and the Treasurer's report as to the financial position of the Club;
  - (c) to remove and elect the Independent Accountant or confirm that he/she remain in office;
  - (d) to elect the Officers and other members of the Management Committee;
  - (e) to agree on the entry fee and subscriptions for the forthcoming season from the next 30 April;
  - (f) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
  - (g) to deal with any other matters which the Management Committee desires to bring before the membership.

11.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Secretary not less than 21 days before the meeting.

## **12. Extraordinary General Meetings**

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

## **13. Procedures at the Annual and Extraordinary General Meetings**

13.1 The Secretary shall send to each Senior Member at his last known address written notice of the date, time and place of the General Meeting together with the resolutions to be proposed and, in the case of an Annual General Meeting at least 14 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting. [A copy of the audited accounts shall be retained on the Club's website.]

13.2 The quorum for the Annual and Extraordinary General Meetings shall be ten Senior Members personally present. No business other than the appointment of the Chair of the meeting shall be transacted at the General Meeting if the persons attending it do not constitute a quorum

13.3 The Chair 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 Senior 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 Chair of the meeting.

13.4 If the persons attending an Annual or Extraordinary General Meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the Chair of the meeting must adjourn it. The Chair of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an Annual or Extraordinary General Meeting the Chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Management Committee. The Chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting.



If the continuation of an adjourned Annual or Extraordinary General Meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 13.1. No business can be transacted at adjourned Annual or Extraordinary General Meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

- 13.5 Each Senior 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 Chair of the meeting shall have a casting or additional vote.
- 13.6 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting.
- 13.7 The Secretary, the Minutes Secretary or in his absence a member of the Management Committee, shall take minutes at Annual and Extraordinary General Meetings.
- 13.8 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

#### **14. Guests**

- 14.1 Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Management Committee, provided that no one whose application for membership has been declined or who has been expelled or suspended from the Club may be introduced as a guest.
- 14.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 14.1 must enter his name and the name and address of the guest in a book which must be kept on the Club's premises. In addition the appropriate fee must be paid.

#### **15. Opening of Club premises**

The Club shall be open between at such other times as the Management Committee shall decide. The Club's facilities shall be available to the Members without discrimination.

#### **16. Bye Laws**



The Management Committee shall have power to make, repeal and amend such bye laws as it may from time to time consider necessary for the wellbeing of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## **17. 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 regulations of the relevant CLTA, the LTA Rules and the LTA 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 CLTA can enforce any breach at its option and in its sole discretion.

## **18. Finance**

- 18.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by one of the two signatories one of whom shall be the Treasurer. Payment of any sum of £5,000 or over must be authorized by resolution of the Management Committee. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 18.2 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. The remuneration of a member of the Management 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.
- 18.3 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 18.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.



18.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditor.

## **19. Borrowing**

19.1 The Management Committee may borrow a maximum total amount of £25,000 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.

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

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

19.4 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

## **20. Property**

20.1 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 Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.

20.2 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.

## **21. Notices**

21.1 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.



- 21.2 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.
- 21.3 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.
- 21.4 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.

## **22. Obligations of the Club**

The Senior Members as a whole shall, if required to do so, relieve the Management Committee of the whole obligations undertaken by them on behalf of the Club.

## **23 Alteration of Constitution**

Alterations to this Constitution may only be made by resolution at an Annual or Extraordinary General Meeting of the Club. Full details of the proposed alterations must be set out in the notice and, if there is a requisition, the requisition of the meeting. A resolution to change this Constitution shall be passed only if carried by a majority of at least three-quarters of the Senior Members present and voting

## **24 Dissolution**

- 24.1 A resolution to dissolve the Club shall be proposed only at an Extraordinary General Meeting and shall be passed only if carried by a majority of at least three-quarters of the Senior Members present and voting.
- 24.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 24.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club ( including funding from the National Lottery ) shall not be paid to or distributed among the Members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related





initiatives for the Game; (ii) another registered community amateur sports club for the Game; or (iii) a registered charitable organisation. For the avoidance of doubt, in the circumstances of a dissolution, any funding from the National Lottery which remains unspent will be returned to the National Lottery.

## BYE LAWS

1. The Club colours shall be BLUE and WHITE and Members shall be entitled to wear a badge incorporating those colours, of a design approved by the Club at an Extraordinary General Meeting. Appropriate tennis dress should be worn while playing. (No football colours are permitted.)
2. MEMBERS OF TEAMS: Members who accept places in the Club's teams must not represent another Club in the same season, unless they have previously obtained the written permission of the Management Committee.
3. ADMISSION TO GROUNDS: On the occasion of any important match or tournament the Management Committee shall have power to make a charge for admission and any member who does not produce his Membership Tag shall be liable to pay such charge for admission as may be levied. The Management Committee also have power to evict from the premises anyone who is unable to produce a Membership Tag, or receipt, as proof of membership.
4. RESERVING OF COURTS: The Management Committee shall have power to reserve certain courts in event of tournaments, matches or match practice.
5. TEMPORARY MEMBERS: The Management Committee shall have power to admit to the playing privileges of the Club, at a subscription which the Management Committee shall fix, persons who are only temporary residents in Glasgow.
6. VISITORS: Each member is entitled to introduce one friend per month, whose name must be entered in the Visitors' Book and the appropriate fee paid.
7. COMPLETION OF PLAY: On the completion of their period of play, players must retire from the court if other Members are waiting.



8. **BALLS:** Balls will only be supplied for matches and tournaments. For general play Members must supply their own.
9. **NON-MEMBERS** are not admitted unless accompanied by a member.
10. **SINGLES GAME:** No singles will be allowed at peak times if Members are waiting to play.
11. **ORDER OF PLAY:** The Management Committee will agree a procedure for the booking of the courts which will be posted in the Clubhouse.
12. The playing of any game whatsoever for stakes is prohibited within the Club's premises.

13 **TIMES OF PLAY**

**JUNIOR SECTION.** Junior Members may play on the all weather courts with equal rights EXCEPT a) weekdays after 6.00 p.m. b) Saturdays and Sundays between 1.30 and 6.00 p.m. At these times they MUST defer to Intermediate or Senior Members if requested. Junior Members may play on the blaes court with equal rights except during matches.

**INTERMEDIATE SECTION.** As for Junior Members but with priority over Juniors at the restricted times (a) and (b) above.

**SENIOR SECTION.** Senior Members may play at times the Club is open and have PRIORITY on the all weather courts a) on weekdays after 6.00 p.m. and b) on Saturdays and Sundays between 1.30 and 6.00 p.m.

**DAY SECTION.** Play restricted to weekdays until 6.00 p.m.

**COUNTRY SECTION.** Play permitted according to appropriate section listed above (i.e. Junior, Intermediate or Senior).

**DURING MATCHES:** Court 5 may be used if Court 4 is vacant, Senior Members having priority over Intermediate Members and Junior Members and Intermediate Members having priority over Junior Members.

**ALL PLAYING TIMES SUBJECT TO BYE LAW 4**



14. **BYE LAWS:** The Management Committee shall have power to make additional bye laws, and to alter and annul the Bye Laws as may be deemed necessary, and all such Bye Laws shall be binding on every occasion.

