

IVYBRIDGE TENNIS CLUB RULES

Draft amendments Oct 17

1. Name

1.1 Ivybridge Tennis Club ("the Club"), established in 1967 was incorporated in 1986 as a registered company ("the Company"), limited by guarantee, under company number 2057662. The Club trades as South Devon Tennis Centre.

1.2 These Club Rules may only be altered by a two-thirds majority of those voting at a General Meeting convened in accordance with the Club Rules and the Articles of Association, except that the alteration of any Club Rule which is also an Article of the company shall require a three-quarters majority and a Special Resolution. These Club Rules are subject to the over-riding provisions of the Memorandum and Articles of Association of the Club.

2. Definitions

2.1 "the Company means Ivybridge Tennis Club as referred to in clause 1.1 and "the Articles" and "the Memorandum" mean the Memorandum and Articles of Association of the Company

"the Executive Committee" means the Executive Committee defined in the Articles of Association

"the Management Committee" means the Management Committee defined in Clause 35 of the Articles of Association

"the Officers" mean the Chairman and Treasurer (who also serve as Chairman and Treasurer of the Company), Club Secretary who shall be elected annually at the Annual General Meeting;

"the President" and "Vice-President means the person(s) elected to those non-executive positions in accordance with the Club Rules;

"General Meetings" shall be both Extraordinary Meetings and Annual General Meetings;

"the DLTA" means Devon County Lawn Tennis

"the Game" means the game of tennis;

"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;

2.2 Words denoting the singular number shall 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

3.1 The objects of the Club are as set out in the Memorandum further but without prejudice to the generality of those objects shall include:

- (a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Devon and amongst the community;
- (b) to provide and maintain Club premises at the South Devon Tennis Centre, Erme Playing Fields Ermington Road Ivybridge 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 Schedule 18 of the Finance Act 2002 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, 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 DLTA (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 DLTA 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 Members;
- (h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members wherever permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the DLTA (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 Club Rule or in the Memorandum of Association.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit making organisation. Subject to Rule 23, the income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in the Memorandum of Association and 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 Executive~~ 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 Persons of either sex are eligible for 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 such maximum as shall be determined from time to time by the ~~Management-Executive~~ Committee as appropriate to the available facilities.

5.2 *Admission of Members*

5.2.1 Any person who wishes to become a Member must submit an application in such form as the ~~Management-Executive~~ Committee shall decide. Every candidate for Membership shall be considered by the ~~Management-Executive~~ 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. A person shall not be entitled to any privileges of the Club until two days have passed ——— since his application for Membership was submitted, whether or not he is admitted as a Member before those two days have lapsed

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 Club Rules and the rules and regulations of the relevant DLTA (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-Executive~~ Committee may subject to the conditions of Rule 7 terminate 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:

Full Members (with full voting rights) and other categories of Members (such as Junior Members, Social, or Associate Non-Playing Members) as shall be determined from time to time by the ~~Executive Management~~ Committee.

5.4.2 Only Full Members shall be entitled to receive notice of, attend and vote at General Meetings. Other Members shall be entitled to all the privileges of Membership relevant to their class of Membership but shall not have the right to vote at General Meetings but, at the discretion of the ~~Executive Management~~ Committee may attend and at the discretion of the Chairman may be permitted to speak.

5.5 *Subscriptions*

5.5.1 The entrance fee and annual subscription (if any) for each type of Member shall be determined from time to time by the ~~Management-Executive~~ Committee provided that the ~~Management-Executive~~ Committee shall ensure that the fees set by it do not preclude open Membership of the Club and that the Membership entrance fee (if any) and annual subscriptions of all categories of Full Members are subject to ratification at the Annual General Meeting or an Extraordinary General Meeting.

5.5.2 No candidate who has been admitted as Member shall be entitled to the privileges of Membership until he has paid the entrance fee (if any) and his first annual subscription. Further subscriptions are due on the anniversary date of admission to Membership or as determined from time to time by the ~~Management-Executive~~ Committee.

5.5.3 Any Member whose entrance fee or subscription is not paid by such date as the ~~Management-Executive~~ Committee shall determine shall be deemed to have resigned his Membership of the Club. No Member shall be entitled to play or other benefits of Membership unless his subscription has been paid.

6. Resignation

6.1 A Member may withdraw from Membership of the Club on three months clear notice to the Club but shall remain liable for the remainder of his annual subscription unless the ~~Management~~Executive Committee, after taking account of any special circumstances at its sole discretion, determines otherwise.

6.2 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 Club Rules.

7. Expulsion

7.1 Subject to the remaining provisions of this Club Rule, the ~~Executive Management~~Executive 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.

7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the ~~Executive Management~~Executive 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 ~~Executive Management~~Executive Committee to answer complaints made against him. The Member must not be expelled unless at least two-thirds of the ~~Executive Management~~Executive Committee then present vote for his expulsion.

7.4 The ~~Executive Management~~Executive 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.

7.5 The Member may appeal against the ~~Executive Management~~Executive Committee's decision by notifying the ~~Executive Management~~Executive Committee who shall put the matter to the Club's Members at a General Meeting and decided by a majority vote of Members present and voting at such meeting.

8. Effect of Resignation or Expulsion

8.1 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 ~~Executive Management~~Executive Committee may at its

sole discretion refund an appropriate part of a resigning Member's subscription after taking account of any special circumstances.

9. The Executive Management Committee

9.1 The entire management of the Club and the exercise of all its powers (except as otherwise provided by these Rules or the Articles) shall be delegated to the Executive Management Committee and such Sub-Committees as may be appointed by the Executive Management Committee in accordance with these Club Rules and the Articles. The Executive Committee may appoint a Management Committee as described in Clause 35 of the Articles of Association. The Management-Executive Committee shall consist of the Chairman, the Club Secretary and the Treasurer ("the Officers") and not fewer than four-two and not more than twelve-nine additional Members except if some or all of the Officer positions are unfilled the minimum size of the Executive Committee shall be five and the maximum size shall be twelve. The Executive Management Committee shall elect a Vice Chairman from amongst its elected members. Additionally the President (if any) and the Company Secretary shall be given notice of all Executive Management Committee meetings and may attend ex-officio in a non-voting capacity.

9.2 Each Member of the Executive 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. Each Member of the Executive Management Committee elected at the Annual General Meeting or appointed by the Executive Management Committee shall serve as a Director of the Company and the Chairman shall be Chairman of the Company.

9.3 The Club will require and each Member of the Executive Management Committee, as a condition of election or appointment, will agree to be bound by and subject to these Club Rules, the rules and regulations of the relevant DLTA 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.

9.4 The Executive Management Committee may delegate any of the powers conferred on it by the Articles and by these Club Rules to such person, or Sub-Committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as it shall think fit. If the Members of the Executive Management Committee specify, any such delegation may authorise further delegation of Members'

powers. The Members of the ~~Executive Management~~ Committee may revoke any delegation or alter its terms and conditions.

9.5 The ~~Executive Management~~ Committee may co-opt further Members who shall serve on the ~~Executive Management~~ Committee or any sub-committee until the next Annual General Meeting. Co-opted Members shall not be entitled to vote at the meetings of the ~~Executive Management~~ Committee or Sub -Committee.

9.6 The ~~Executive Management~~ Committee may also appoint any Member to fill any casual vacancy on the ~~Executive Management~~ Committee if there is an insufficiency of elected Members until the next Annual General Meeting when that person shall retire but shall be eligible for re-election. An appointed Member shall have the right to vote.

9.7 A Member of the ~~Executive 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 ~~Executive Management~~ Committee stating that that person has become physically or mentally incapable of acting as a Member of the ~~Executive 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 ~~Executive Management~~ Committee have been absent without permission of the ~~Executive Management~~ Committee and the ~~Executive 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 DLTA or the LTA; or
- (g) he is requested to resign by not less than two-thirds of the other ~~Executive Management~~ Committee Members acting together.

9.8 Any person accepting election or nomination to the Executive 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 Executive Management Committee. The Executive 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 Executive Management Committee

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10.1 Executive Management Committee meetings shall be held as often as it thinks fit provided that there shall not be fewer than 4 meetings each year. The Chairman, the Club Secretary and the Company Secretary shall have discretion to call emergency meetings of the Executive Management Committee if they consider it to be in the interests of the Club. The Club Secretary shall give all the Members of the Executive Management Committee not less than 14 days' notice of all meetings but this may be waived in exceptional circumstances.

10.2 The Chairman shall preside at every meeting of the Executive Management Committee at which he is present. However if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Vice-Chairman shall preside. If there is no Vice-Chairman or if he is unwilling to preside, or if he is not present within fifteen minutes after the time appointed for the meeting, the Members of the Executive Management Committee present may appoint one of their number to be chairman of the meeting.

10.3 Decisions of the Executive Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.

10.4 Members of the Executive 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.

10.5 Any Member of the Executive Management Committee may participate in a meeting of the Executive 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 chairman of the meeting is.

11 General Meetings

11.1 All General Meetings other than the Annual General Meeting shall be Extraordinary General Meetings.

11.2 An Extraordinary General Meeting may be called (on fourteen days' notice) at any time by the ~~Executive Management~~ Committee and it shall do so forthwith upon the request in writing of any fifteen Members stating the purposes for which the meeting is required. Notice convening the Extraordinary General Meeting shall be given to the Members in accordance with Rule 22 not less than fourteen days before the meeting and shall specify the matters to be dealt with.

11.1 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.

11.2 The Chairman (or in his absence the Vice-Chairman) shall preside at all General Meetings of the Club but if neither is present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the other Members of the ~~Executive Management~~ Committee present to preside and if no other Member of the ~~Executive Management~~ Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be chairman of the meeting.

11.3 If the persons attending a 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 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 such a meeting the chairman 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 ~~Executive Management~~ Committee. The chairman 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 Club must give at least 7 days notice to the persons to whom notice of the Club's is required to be given in accordance with these Rules. No business can be transacted at an adjourned Meeting which could

not properly have been transacted at the meeting if the adjournment had not taken place.

11.4 The chairman of the meeting may permit persons who are not Members to attend and speak at a Meeting.

11.5 Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote. Voting shall be by a show of hands unless the meeting decides otherwise.

11.6 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 chairman of the meeting.

11.7 The Club Secretary, or in his absence a Member of the Executive Management Committee, shall take minutes at General Meetings.

11.8 A Corporate Member (if any) may authorise an individual to speak on its behalf. A person so authorised is entitled to exercise the same powers on behalf of the Member as that Member could exercise as if it was an individual Member.

12 Annual General Meeting

12.1 An Annual General Meeting shall be held every year at such time as the Executive Management Committee shall decide. Twenty-one days' notice of the Annual General Meeting shall be given to Members and not more than fifteen months shall elapse since the holding of the last preceding Annual General Meeting. The Meeting is to transact the following business:

- (a) to receive the Chairman'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 auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
- (c) to remove or elect or confirm that the auditor remain in office;
- (d) to elect the Officers and other Members of the Executive Management Committee;
- (e) to decide on any resolution which may be duly submitted in accordance with procedures laid down in these Club Rules;

(f) to ~~determine-ratify~~ the subscriptions of Full Members if not previously ratified at an EGM

(g) to deal with any other matters which the Executive Management Committee desires to bring before the Membership.

12.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Club Secretary not less than 28 days before the meeting.

12.3 At the Annual General Meeting Members of the Executive Management Committee and Officers (which for the avoidance of doubt shall not include the President and Vice President(s), if any) shall retire but shall be eligible for re-election. When notified of the Annual General Meeting (in accordance with these Club Rules and the Articles), Members shall be invited to propose candidates for Officers and for the Executive Management Committee. Any paid up Full Member shall be entitled to stand for election as an Officer or Member of the Executive Management Committee. Nominations must be received by the Club Secretary in writing at least twenty-four hours before the Meeting. No other nominations shall be accepted except that if insufficient nominations shall be received in advance the Meeting shall be empowered to accept further nominations in writing and at the Meeting voting shall be by ballot (unless the meeting votes a show of hands to do otherwise), every Member being entitled to vote for as many candidates as there are vacancies to be filled. The candidates receiving an equal number of votes, the Chairman shall have a second or casting vote. Prior to voting, confirmation must have been obtained that the person nominated is prepared to stand.

12.4 The Officers shall be elected annually by the Members in accordance with the preceding Rule. The election of Officers shall take place before the election of the Executive Management Committee.

12.5 The Club, at an Annual General Meeting may elect a Member to the title and non executive role of President or a Vice President of the Club in recognition of outstanding services rendered to the Club. A Member may also be elected as an Honorary Life Member, without payment of any further subscription, in recognition of such services. The Executive Management Committee may make such election but it shall not take effect until confirmed at an Annual General Meeting.

13 Quorum

13.1 At General Meetings and ~~Executive Management~~ Committee Meetings only voting Members present shall be calculated as part of the quorum. The quorum required shall be as follows:-

(a) At ~~Executive Management~~ Committee Meetings, ~~five-four~~ shall form a quorum;

(b) At General Meetings for motions proposing any repeal or amendment of Club Rules, the quorum shall be 20% of the voting Members of the Club; for all other business 10% of voting Members.

14. Purchase and supply of liquor

14.1 Purchase for the Club and supply by the Club of intoxicating liquor shall be in the absolute discretion of the Bar Committee which shall be elected by the ~~Executive Management~~ Committee from among such of its members who were elected at the Annual General Meeting.

14.2 If any Member of the Bar Committee for any reason ceases to be a Member of the Club, he automatically ceases to be a Member of the Bar Committee, and another Member of the ~~Executive Management~~ Committee (who was elected at the Annual General Meeting) must be appointed in his place.

14.3 The Bar Committee must not in any way be restricted in freedom of purchase.

14.4 The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate.

15. Commission

15.1 No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

15.2 No one may directly or indirectly derive any 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.

16. Guests

16.1 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 ~~Executive Management~~ 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.

16.2 The Member introducing a guest and any person introduced as a guest of the ~~Executive Management~~ Committee in accordance must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises. Visiting teams are deemed to be guests of the Club.

16.3 The ~~Executive Management~~ Committee may limit the number of occasions in any calendar year that a person may be admitted as a guest.

16. Opening of Club premises

16.1 The Club is open on each day and at such times or for such other periods as the ~~Executive Management~~ Committee shall decide. The Club's facilities shall be available to all the Members without discrimination.

17. Alteration of the Club Rules

17.1 These Club Rules may be altered by resolution at an Annual or Extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the Meeting, the notice of which contains particulars of the proposed alteration or addition.

17.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these Club Rules the Club Secretary must give written notice of the alteration or addition to the proper Licensing Authority or as required by law.

18. Regulations and Standing Order

18.1 The ~~Executive Management~~ 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 well-being 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 ~~Executive Management~~ Committee or by a General Meeting.

19. Use of Facilities

19.1 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 DLTA, 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.

20. Finance

20.1 All moneys payable to the Club shall be received by the person authorised by the ~~Executive 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 two authorised persons who shall be Officers of the Club or other persons approved from time to time by the ~~Executive Management~~ Committee save that for amounts not greater than £250, cheques may be signed by only one authorised person. The Executive Committee may authorise suitable processes for electronic payments to be made. Any moneys not required for immediate use may be invested as the ~~Executive Management~~ Committee in its absolute discretion thinks fit.

20.2 The ~~Executive Management~~ Committee shall have power to authorise the payment of remuneration and expenses to any Officer, Member of the ~~Executive Management~~ Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club. The remuneration of a Member of the ~~Executive 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.

20.3 The financial transactions of the Club shall be recorded in such manner as the ~~Executive Management~~ Committee thinks fit by the Treasurer.

20.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors if so required by law or determined in General Meeting. The accounts must be made available to every Member ~~when notice concerning~~ not less than 14 days prior to the Annual General Meeting ~~is given.~~

21. Borrowing

21.1 The ~~Executive Management~~ Committee may monies on behalf of the Club for the purposes of the Club from time to time at its own discretion.

When so borrowing the ~~Executive Management~~ Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of, or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club.

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

22. Notices

22.1 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.

22.2 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.

22.3 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.

22.4 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.

23. Dissolution

23.1 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 Members present and voting.

23.2 The dissolution shall take effect from the date of the resolution and the Members of the ~~Executive Management~~ Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

23.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the Members of the Club, but shall be given or transferred in accordance with the Articles 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.

Alan Strowger

Company Secretary