



## CLUB CONSTITUTION

As agreed at AGM 06.03.2024

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1. Name

The Club shall be named ‘Pavilion and Avenue Tennis Club’ and shall consist of all those who are Members at the date of the passing of these Rules, and such additional Members as shall from time to time be elected in the manner hereinafter provided. The total membership may be limited in number at the discretion of the Management Committee.

2 Definitions

- 2.1 “CLTA” means Sussex County Lawn Tennis Association.
- 2.2 “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 tennis within Great Britain, the Channel Islands and the Isle of Man from time to time.
- 2.3 “LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time.
- 2.4 “LTA Rules” means the rules of the LTA as in force from time to time.
- 2.5 “Management Committee” means the committee appointed under Rule 14 to manage the Club.
- 2.6 “Members” means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5, Rule 6 and Rule 7.
- 2.7 Words denoting the singular number include the plural number and vice versa. Words denoting the masculine gender include the feminine gender.
- 2.8 In year 2004 the HM Revenue & Customs registered the Club as a Community Amateur Sports Club and stipulated that the wording of Rule 3.1 to Rule 3.7, Rule 19.2 and Rule 25 must not be altered without their agreement. In year 2013 Rule 14.6 was added to satisfy a further HMRC requirement.
- 2.9 In year 2002 the Local Licensing Authority granted the Club a Licence for the supply of intoxicating liquors which has subsequently been renewed at the end of each licensing period. The Local Licensing Authority stipulated that the wording of Rule 22.1 to Rule 22.10 must not be altered without their agreement.
- 2.10 For a Licensed Club whose Management Committee manages the licensable activities of the Club, all members of the Management Committee must be elected by a Club General Meeting since the Management Committee is not permitted to co-opt additional members to fill a vacancy. Should a separate committee be set up to manage all the licensable activities, its committee members must be elected by a general meeting.

3 Objects

The Club shall have for its objects:

- 3.1 the promotion of community participation in healthy recreation by the provision of facilities for playing Lawn Tennis;
- 3.2 open membership for all who wish to play tennis, regardless of playing standard, from complete beginner upwards;
- 3.3 a relaxed dress code, i.e., any colour of sports shorts, skirts, shirts, jumpers and sports shoes that don’t damage or mark the tennis courts;

- 3.4 the organisation of teams, Seniors, Juniors and Veterans, to compete in leagues and competitions;
- 3.5 the establishment of a waiting list where oversubscribed to ensure the next available membership is offered to the person at the top of the waiting list (on a first come, first served basis) and not offered to someone lower down the list on the basis that they are a better player;
- 3.6 the availability of coaching to players at all levels by LTA Licensed Club Coaches;
- 3.7 the Club Coaches to work in partnership with local schools;
- 3.8 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;
- 3.9 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 suitably qualified coaches, coaching courses, insurance, post-match refreshments;
- 3.10 to sell or supply food or drink as a social adjunct to the sporting purposes of the Club.

#### 4. Trustees

- 4.1 The freehold property of the Club, namely the Ground, Pavilion and all other buildings and conveniences erected on the ground and all other property and effects shall be vested in three Trustees in trust for the Members for the time being.
- 4.2 Any such Trustees may be removed from office by resolution passed by an Annual or Extraordinary General Meeting. On the death, resignation or removal of any Trustee or Trustees or vacancy in the Trusteeship from any other cause, the remaining Trustees or Trustee shall have the power to appoint another Trustee or Trustees to fill the vacancy but a Trustee so appointed must be a Member or Honorary Member of the Club and must in the first place be approved by a resolution passed at an Annual or Extraordinary General Meeting of the Members of the Club. Unless the Club shall be wound up, the Trustees shall not sell lease exchange or otherwise dispose of the freehold property of the Club, so vested in them, or any part thereof, unless so directed by a resolution passed by a majority of not less than three-fourths of the Members of the Club present at a duly convened general meeting of the Club. Subject to the rights (if any) of any debenture holders or other encumbrances claiming any interest or security upon the said property or any part thereof, the Trustees shall comply with such resolution and execute and do all deeds acts and things necessary and proper for giving effect thereto, provided that a certificate in writing signed by two persons, appearing to be the Chairman of the Committee and the Secretary of the Club stating the terms of a resolution passed and that the same has been passed in accordance with the direction of the Members of the Club or is otherwise binding upon persons interested in the said property shall in favour of any purchaser, lessee or other person acquiring for valuable consideration any interest in the property therein referred to, be conclusive evidence (subject only to express notice to the contrary) that the statements therein contained are true and that the resolution or document is binding on the Club and all its Members or other persons so interested as aforesaid.

4.3 The Trustees 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 discharge of their duties.

5 Eligibility for Membership & Admission of Members

5.1 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.

5.2 The Management Committee shall have power to limit the numbers of Members in the respective Classes if they consider this necessary.

5.3 Any person who wishes to become a Member must submit an application form to be provided for the purpose and on which the signature of the candidate must be affixed.

5.4 Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club.

5.5 The Management Committee shall have the right to refuse or rescind membership for a good reason such as failure to satisfy the Club's child protection policy or anti social behaviour in line with the Club's policies available on the Club's website.

5.6 The Management Committee may grant non playing membership to volunteers and helpers, also to individuals still wishing to be associated with the Club but who are unable to play for reasons of health or old age.

5.7 In accordance with Rule 22 a person shall not be entitled to be supplied with intoxicating liquors 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.

5.8 Honorary membership (other than temporary in accordance with Rule 12.3), including Honorary Life membership, shall be strictly limited and by resolution passed by an Annual or Extraordinary General Meeting, by way of reward for special services to the Club.

6 Conditions of Membership

6.1 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 Disciplinary Code.

6.2 Rule 6.1 confers a benefit on the LTA and subject to the remaining provisions of this rule, is intended to be enforced 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 6, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not party to these rules.

6.3 The Management Committee may subject to Rule 10 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.

7 Classes of Members

There shall be the following classes of Member.

- a) Senior Members who shall be those aged 21 years or over on the previous 1st January.

- b) Couple (Husband & Wife or partners living at the same address).
- c) Family (living at the same address excluding children over age 21 years).
- d) One Parent with two Juniors.
- e) " " " one Junior.
- f) Intermediate Senior Members who shall be those aged 18 to 21 years & Full Time Student Members under age 26 years on the previous 1st January.
- g) Junior Members who shall be those who have not attained the age of 18 years on the previous 1st January. Parents or Guardian of Juniors and Munchkin Juniors are responsible for their child's behaviour on Club premises.
- h) Munchkin Junior Members who shall be those under age 8 on the previous 1st January.
- i) Non-playing Associate who may use the Clubhouse Bar, Clubhouse and Lawns, the subscription being a contribution towards maintaining the Club's sports facilities. The Non-playing Associate is a non-voting category at General Meetings.
- j) Temporary Members as defined in Rule 12.3 hereafter.
- k) Honorary Members as defined in Rule 5.8 hereafter.

## 8 Subscription Rates

- 8.1 The entrance fee and annual subscription for each type of Member shall be proposed each year by the Management Committee to the Annual General Meeting. The Management Committee and the Club shall ensure that the fees set do not preclude open membership of the Club.
- 8.2 The rates of subscription shall be fixed at the Annual General Meeting of the Club each year for the ensuing Season. The Season shall commence as from the 1st April in each year.
- 8.3 In the event of the Club being liable for Value Added (or any other) Tax on Members' subscriptions, the rates of subscription and entrance fee fixed as provided in the foregoing paragraph shall be inclusive thereof.
- 8.4 All subscriptions shall be due on the 1st April in each year, except in the case of new Members whose subscriptions shall be due as provided below.
- 8.5 For a subscription paid before the due date such reduction will be allowed as the Management Committee may in their absolute discretion fix from time to time.
- 8.6 A Member whose subscription is not paid by the 21st April following will cease to be a Member (and any re-election will then be subject to the normal procedure).
- 8.7 The Management Committee shall have the power to vary individual subscriptions if in the opinion of the majority the particular circumstances prevailing warrant such variation.
- 8.8 The subscription of a new Member shall be paid with the membership application and at the discretion of the Membership Secretary, the candidate allowed to use the Club pending the Management Committee's consideration of his application. The subscription will be repaid to the candidate if election to membership does not take place.
- 8.9 For a new Member after the end of July the Committee may at their discretion accept a proportionately reduced subscription for the remainder of the year. Likewise they may make a refund to a Member who becomes unable to use the Club for a substantial part of the year on account of injury, illness, or departure from the district.

## 9. Resignation and Transfer between Classes

19 The Droveaway, Hove, Sussex, BN3 6LF Tel 01273 506087

A Member wishing to withdraw from membership or to transfer to a different Class of Member shall notify the Membership Secretary in writing.

10 Disciplinary Matters

10.1 Disciplinary matters will be dealt with in accordance with the Club's Disciplinary Policy and Procedure, as published on the Club's website.

11. Effect of Resignation or Exclusion

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

11.2 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.

12 Visitors and Temporary Members

- 12.1 Visitors may be introduced by any Member, but must be accompanied at the Club by the Member. Before a Visitor plays, the Member introducing him must make an appropriate entry in the Visitor's Book and pay such fee as shall be fixed from time to time by the Management Committee.
- 12.2 A Visitor is not permitted to play more than four times in any year except with the special permission of the Management Committee.
- 12.3 Temporary Members, not permanently resident nor working within 20 miles of the Club, may be admitted at the discretion of the Membership Secretary for a period not exceeding one calendar month at such fee as shall be fixed from time to time by the Management Committee. Temporary membership may be prolonged for a further period of up to one month, but on the proposition of a Member, seconded by a Member of the Management Committee.

13 Injury, Loss of Property, Etc.

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

14 Management Committee

- 14.1 The management of the Club shall be in the entire control of a Management Committee of up to twelve members who shall be a Chairman, Secretary, Treasurer, Membership Secretary, Head Coach and Seven Members. Any person nominated as a member of the Management Committee must be a Member other than Non-playing Associate, over age 18 and of not less than six months' standing. All shall be elected for the year at the Annual General Meeting. The Chairman shall stand down if voted to do so by a simple majority of the Management Committee.
- 14.2 The Management Committee shall elect Members in accordance with Rule 5 and shall from time to time make and revise the Club's Regulations and shall have power to decide any matter unprovided for by these Rules and the current Regulations. They shall meet at least six times in every year and additionally as circumstances may require. The Secretary shall be empowered to summon a Management Committee meeting or any meeting of a Sub-Committee established as below by the Management Committee at such times as he/she may consider necessary, and/or at the request of three Members of the Management Committee, provided that not less than seven days notice of such meeting shall be given to each Member of the Management Committee or Sub-Committee to be convened. Any member of the Management Committee shall have power to demand a ballot. The quorum at a Management Committee meeting shall be five and in the event of equality of voting the Chairman shall have a second or casting vote.
- 14.3 The Management Committee may delegate any part of its duties (except the election of Members and licensable activities) to one or more Sub-Committee which may be composed of any Members of the Club.
- 14.4 The Management Committee may with the sanction of a General Meeting of the Members from time to time raise or borrow in manner and upon any terms any sum or sums of money for the purposes of the Club and may for the purpose of securing

monies so raised or borrowed and the interest thereon create any mortgage or charge upon the whole or any part of the property and funds of the Club present and future by way of specific or floating security and create and issue debentures and secure the principle monies represented thereby and the interest thereon by any such mortgage or charge as aforesaid and the Trustees shall if required by the Management Committee do all such acts and things as may be reasonably required to carry into effect the creation or issue of any such mortgage charge or debenture or to give effect thereto.

- 14.5 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.
- 14.6 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.
- 14.7 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.

15 President

The President shall be entitled to attend all meetings of the Management Committee and Club, to speak at any Club meeting if he so wishes and only entitled to vote at Club General Meetings. The President shall be elected or re-elected at the Annual General Meeting. A person nominated for the President must be a Member other than Non-playing Associate, over age 18 and of not less than three years standing.

16 General Meeting

- 16.1 A General Meeting is either an Annual General Meeting or an Extraordinary General Meeting.
- 16.2 Every Member (other than Temporary Members) shall be entitled to be present and to speak at any general meeting and, if aged 18 years or over and other than Associate Member, to vote thereat.
- 16.3 In accordance with Rule 23, the Rules shall only be altered when two thirds of those present and voting are in favour.
- 16.4 Matters other than alteration to Rules, shall be decided by a majority vote of those present.
- 16.5 In the event of an equality of votes, the Chairman shall have a second or casting vote.
- 16.6 At any general meeting the quorum shall be 10% of the fully paid up Members as at the previous September 1<sup>st</sup> entitled to vote.
- 16.7 The Club Secretary shall send to every Member (other than Temporary Members) at least 28 days' notice of any general meeting, together with a copy of the Agenda.

17 Annual General Meeting

- 17.1 An Annual General Meeting of the members of the Club shall be held in March of each year.
- 17.2 The business of the annual general meeting shall be the confirmation of the minutes of the previous annual general meeting and of any subsequent extraordinary general

meetings, the consideration of the Management Committee's report and the Treasurer's Accounts for the year, the election of the Management Committee and the President for the ensuing year, the appointment of an Auditor, fixing the subscription rates and any items of which notice has been given and details included in the Agenda.

- 17.3 A Member's resolution proposed to be transacted at an Annual General Meeting signed by twenty members, or if the total membership is less than 100, by one-fifth of the Members, and given in writing to the Secretary not less than 14 days before the meeting, must be transacted at that Annual General Meeting. A Member's resolution proposed to be transacted at an Annual General Meeting and signed by the Member and seconded by another Member can only be transacted at a General Meeting subject to the Management Committee's discretion.

18 Extraordinary General Meeting

- 18.1 The Management Committee shall call an extraordinary general meeting at their discretion or within one month of receipt by the Club Secretary of a resolution signed by twenty Members or, if the total membership is less than 100, by one-fifth of the Members, stating the business proposed to be transacted.
- 18.2 The business of an extraordinary general meeting shall be in accordance with the resolution under which it was summoned and the Agenda issued.

19 Finance

- 19.1 Except for the purposes of subscriptions, the Club's Financial Year shall run from 1st November to 31st October and the accounts to the Annual General Meeting shall be prepared accordingly.
- 19.2 Pavilion & Avenue is a non profit making members' club and any/all profits shall go back into the Club. Profits of the Club cannot be distributed amongst members.
- 19.3 All monies payable to the Club shall be received by the person authorised by the Management Committee to receive such monies and shall be deposited in a bank account in the name of the Club.
- 19.4 The Management Committee shall have power to authorise the payment of expenses to any member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 19.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 19.6 Full accounts of the financial affairs of the Club shall be prepared each year. An Auditor shall be appointed at each Annual General Meeting to independently examine the Club's books and vouchers and certify that the accounts are drawn up in accordance with the books and records of the Club.

20 Clubhouse Bar

The Club Management Committee is responsible for the supply to the Club of snacks, drinks and intoxicating liquors, the purchase thereof on behalf of the Club and for the supply thereof to Members at reasonable prices determined by the Club Management Committee.

21 Clubhouse Bar Accounts

The Club Management Committee shall cause an account of all purchases and receipts to be kept, a Clubhouse Bar Bank Account to be kept, all profits to be transferred into Club's main bank account, the accounts to be audited each year and at every annual general meeting present a report and financial statement for the previous year.

22 Intoxicating Liquors

22.1 No intoxicating liquor shall be supplied otherwise to:

- a) a member of the Club who has attained the age of 18 and who has been a Member of the Club for a period of at least 48 hours or whose nomination or application for membership was made at least 48 hours before their admission;
- b) a person attending the club for the purposes of tennis or any other sporting activity taking place at the Club to include bona fide spectators as defined by rule 22.2 below, members of visiting match teams, visitors in accordance with rule 12.1 above, persons competing in sporting activities at the Club and those involved with coaching at the Club;
- c) a guest of a Member who has signed the visitors book.

22.2 Bona fide spectators shall be limited to persons attending the Club for the purpose of watching pre-arranged sporting activities taking place at the Club and parents or guardians of persons competing in sporting activities at the Club.

22.3 No intoxicating liquor shall be supplied on the Club premises except within the hours permitted by the Licensing Authority. Bar opening hours will be decided by the Management Committee and notified to the members via the Club notice board.

22.4 A copy of the Club rules, membership lists and visitors book shall be available at any time for inspection by an officer of the police.

22.5 Shatter proof receptacles only shall be used throughout the Club.

22.6 No alterations to the Club rules in respect of the admission of visitors and guests shall be made without the prior consent of the Licensing Justices.

22.7 Occupant capacity shall not exceed that as recommended by the fire officer.

22.8 CCTV and appropriate recording equipment to be installed, operated and maintained following consultation with Sussex Police.

22.9 Appropriate signage to be in place indicating where alcohol cannot be taken, i.e., grass areas not immediately in front of pavilion.

22.10 Crime Prevention measures to be undertaken in accordance with Police requirements.

23 Rules and Regulations

23.1 A copy of these Rules and of the Regulations made by the Management Committee under Rule 14.2 shall be prominently displayed at all times on the Club premises and all Members shall be deemed conversant therewith. The Rules shall not be altered except at an Annual General Meeting or at an Extraordinary General Meeting and then only:-

- a) when notice of such alteration has been given to the Club Secretary at least fourteen days before the date of such meeting, and
- b) provided that two thirds of those present and voting are in favour.

23.2 The Regulations shall be made, periodically revised and enforced by the Management Committee.

24 Use of Facilities

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The Club agrees that all licensed, 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.

25

Dissolution

The Club shall be dissolved on the passing of a resolution to that effect at a general meeting after due notice by at least two thirds of those present and voting. Such a meeting shall appoint a Committee to wind up the affairs of the Club and its net assets are to be applied to approved sporting or charitable purposes, another registered CASC, Lawn Tennis where possible. END