



CLUB CONSTITUTION AND RULES

4th March 2026

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1. Name and premises

- 1.1** The Club shall be named 'Pavilion and Avenue Lawn Tennis Club'. It 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.
- 1.2 The Club is registered as a Community Amateur Sports Club (00875) with His Majesty's Revenue and Customs.

2. Definitions

- 2.1 CASC: Community Amateur Sports Club
- 2.2 CLTA: means County Lawn Tennis Association.
- 2.3 the *Club*: means the Pavilion and Avenue Lawn Tennis Club situated at 19 The Droveaway, Hove, Sussex, BN3 6LF
- 2.4 *Conflict*: means a situation in which a Management Committee Member has, or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club.
- 2.5 *Game*: means the game of tennis.
- 2.6 HMRC: means His Majesty's Revenue and Customs.
- 2.7 LTA: means the Lawn Tennis Association.
- 2.8 *LTA Disciplinary Code*: means the disciplinary code of the LTA as in force from time to time.
- 2.9 *LTA Rules*: means the rules of the LTA as in force from time to time.
- 2.10 *Management Committee*: means the committee appointed under Rule 13 to manage the Club from time to time.
- 2.11 *Members*: means all the members of the Club admitted from time to time in accordance with Rules 5, 6 and 7.
- 2.12 *Rules*: means the provisions in this Constitution.
- 2.13 *Regulations*: means any obligations imposed by a regulator, for example the HMRC.
- 2.14 *Trustees*: means all the Trustees appointed under Rule 4 from time to time.
- 2.15 Word denoting the singular number include the plural and vice versa.
- 2.16 The following clauses reflect the legal requirements of our registration as a CASC and should not be changed unless HMRC change the regulations:



- Rule 3
- Rule 5.1, 5.4 and 5.5
- Rule 13.12
- Rule 20.2
- Rule 25.

3. Objects

- 3.1 The main purposes of the Club are to provide facilities for, and to promote participation in, the amateur sport of tennis.
- 3.2 The Club shall have for its objects:
- 3.2.1 Principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game amongst the community.
 - 3.2.2 Open membership for all who wish to play tennis, regardless of playing standard, from complete beginner upwards.
 - 3.2.3 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, and not offered to someone lower down the list, on the basis they are a better player.
 - 3.2.4 The availability of coaching to players at all levels by LTA accredited coaches. The Club coaches to work in partnership with local schools.
 - 3.2.5 To provide and maintain the Club's premises and Club-owned equipment for the use of its Members.
 - 3.2.6 To provide the other ordinary benefits of an amateur sports club.
 - 3.2.7 To reinvest any surplus income or profits in the Club.
 - 3.2.8 To sell or supply food or drink as a social adjunct to the sporting purposes of the Club.
 - 3.2.9 To take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA).
 - 3.2.10 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.



4. Trustees and property

- 4.1 All 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, other than cash at the bank, shall be vested in three Trustees in trust for the Members for the time being.
- 4.2 Any Trustee must be a Member, or Honorary Member, and their appointment must be approved by a resolution passed at an Annual or Extraordinary General Meeting.
- 4.3 Any such Trustees may be removed from office by a resolution passed at an Annual or Extraordinary General Meeting.
- 4.4 On the death, resignation or removal of any Trustee (or vacancy in the Trusteeship from any other cause), the remaining Trustee(s) shall have the power to appoint another trustee to fill the vacancy in line with Rule 4.2.
- 4.5 Unless the Club shall be wound up, the Trustees shall not lease or 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 quarters 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 Chair 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.
- 4.6 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

- 5.1 Membership of the Club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual



orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Game.

- 5.2 The Management Committee shall have the 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 shall apply to the Club using the application process approved by the Management Committee (this application process is to be open and non-discriminatory).
- 5.4 The Management Committee may refuse membership only for good cause such as conduct or character likely to bring the Club or sport into disrepute.
- 5.5 All Members must pay to the Club membership fees to be decided by the Management Committee from time to time provided that the Club will keep membership fees at levels that will not pose a significant obstacle to people participating.
- 5.6 No candidate who has been accepted as a Member shall be entitled to the privileges of membership until they have paid the membership fee.
- 5.7 The Management Committee may grant non-playing membership (with or without fees) to volunteers, helpers or individuals still wishing to be associated with the Club but who are unable to play, for reasons of health or old age.
- 5.8 Any Service Recognition memberships (these include honorary, honorary life, free, or free life memberships or equivalent) shall be strictly limited and shall not affect the number of ordinary memberships available. Such memberships shall normally be granted by way of reward for services to the Club and shall be awarded by the Management Committee on a case-by-case basis.

6. Conditions of membership

- 6.1 Each Member agrees as a condition of membership:
 - To be bound by the rules in this Constitution and the Club's Code of Conduct and policies (as published from time to time).
 - To be bound by the LTA Rules and LTA 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, subject to Rule 9, may terminate the membership of any person, or impose any sanction it determines to be appropriate, in connection with a breach of this Rule 6.

7. Classes of Member

7.1 Subject to the provision of these Rules, the Management Committee shall set the classes of membership and shall publish them on the website in a Membership Policy from time to time.

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.

8.2 The Management Committee and the Club shall ensure that the fees set do not preclude open membership of the Club.

8.3 All subscriptions shall be due every 12 months, except in the case of new Members whose subscriptions shall be due as provided below.

8.4 A Member whose subscription is not paid within 14 days following their membership due date will cease to be a Member and their place will be offered to the next in turn on the waiting list.

8.5 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.

8.6 Long term injuries, illness, or departure from the district, shall be dealt with in accordance with the Club's Injury Policy, as published on the Club's website from time to time.

9. Disciplinary matters

9.1 Disciplinary matters will be dealt with in accordance with the Club's Disciplinary Policy, as published on the Club's website from time to time.

10. Effect of resignation or expulsion

10.1 Any person ceasing to be a Member forfeits all right to claim upon the Club, its property and its funds and they have no right to the return of any part of their subscription.

11. Visitors and temporary members

11.1 Visitors may be introduced by any Member but must be accompanied at the Club by the Member.



- 11.2 Before a Visitor plays, the Member must register and pay the relevant fee.
- 11.3 The relevant fee and number of occasions a Visitor may play shall be published by the Management Committee on the website in the Visitor's Policy.
- 11.4 No Member who has been expelled, or whose application for membership has at any time been rejected, shall be admitted as a Visitor. The Committee may suspend any Member who knowingly takes advantage of this rule to the detriment of the Club

12. Injury, loss of property etc.

- 12.1 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.

13. Management Committee

- 13.1 The management of the Club shall be in the entire control of a Management Committee of up to twelve members and must include a Chair, Club Secretary, Treasurer and Head Coach.
- 13.2 Any person nominated as a member of the Management Committee must be a Member, over age 18 and of not less than six months' standing.
- 13.3 All shall be elected for the year at the Annual General Meeting.
- 13.4 The Chair shall be voted for by the Management Committee by a simple majority. The Chair shall serve for a period of 3 years only, with an option to serve another 3 years if voted to do so by 60% of the Management Committee.
- 13.5 The Chair shall stand down if voted to do so by 60% of the Management Committee
- 13.6 The Management Committee shall elect Members in accordance with Rule 5 and shall from time to time make and revise the Club's Rules. They shall have power to decide any matter unprovided for by these Rules and the current Regulations.
- 13.7 The Management Committee shall meet at least six times in every year and additionally as circumstances may require.
- 13.8 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 they may consider necessary, and/or at the request of three Members of the Management Committee. At



least seven days' notice of such meeting shall be given to each Member of the Management Committee or Sub-Committee.

- 13.9 Any member of the Management Committee shall have power to demand a vote. All Management Committee votes will be minuted.
- 13.10 The quorum at a Management Committee meeting shall be five. Decisions of the Management Committee shall be made by a simple majority. In the event of equality of voting the Chair shall have a second or casting vote. Such votes shall be minuted.
- 13.11 The Management Committee may delegate any part of its duties (except licensable activities) to one or more sub-committees which may be composed of any Members of the Club.
- 13.12 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.
- 13.13 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 they are a fit and proper person prior to being elected.
- 13.14 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.

14. Borrowing

- 14.1 The Management Committee may borrow any sum or sums of money 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.
- 14.2 When so borrowing, the Management Committee shall have the 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 and 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.



- 14.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 14.4 The persons in whom the property is vested, in accordance with Rule 4.1, 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.

15 Conflict of interest

- 15.1 All Management Committee members must declare any personal, financial, or other interest that may conflict with the interests of the organisation.
- 15.2 The Management Committee may recognise certain conflicts of interest as standing or inherent conflicts arising from a member's role within the Club (for example, the Head Coach, Team Captains or parents of juniors).
- 15.3 A member with a declared conflict of interest may participate in discussion and decision-making on the relevant matter where the Management Committee (excluding the conflicted member) reasonably considers that:
- the conflict is unavoidable or widely understood.
 - the member's participation is in the best interests of the Club.
 - appropriate safeguards are in place.
- 15.4 The Management Committee may require a conflicted member to withdraw from discussion and/or voting on any matter where the conflict is material in nature, or where participation would reasonably be perceived as unfair or improper.
- 15.5 Should a Management Committee member fail to declare an interest that is relevant and material to a matter under consideration, this will be considered a breach of their duties.
- 15.6 Where the Management Committee determines that the failure to declare a conflict of interest has had, or could reasonably have had, a material impact on a decision, or on the reputation or integrity of the Club, it may take one or more of the following actions:
- Suspend the Committee Member from their duties pending further review if voted for by 60% of the Committee.
 - Remove the Committee Member from the Management Committee if voted for by 60% of the Committee.



- Take any other reasonable and proportionate action necessary to safeguard the interests of the Club.

15.7 Any declaration of a conflict of interests and the actions taken must be recorded in the minutes.

16. President

16.1 The President shall be entitled to attend all meetings of the Management Committee and Club, to speak at any Club meeting and only entitled to vote at Club General Meetings.

16.2 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.

17. General meeting

17.1 A General Meeting is either an Annual General Meeting or an Extraordinary General Meeting.

17.2 Every Member shall be entitled to be present and to speak at any general meeting and, if aged 18 years or over, to vote.

17.3 In accordance with Rule 24, the Rules shall only be altered when two thirds of those present and voting, are in favour.

17.4 Matters other than alteration to Rules, shall be decided by a majority vote of those present.

17.5 In the event of an equality of votes, the Chair shall have a second or casting vote.

17.6 At any general meeting the quorum shall be 10% of the fully paid-up adult Members.

17.7 The Club Secretary shall send to every Member at least 28 days' notice of any general meeting, together with a copy of the agenda.

17.8 Meetings may be held virtually providing that Members can hear and comment on proceedings, and where appropriate, be able to vote.

18. Annual General Meeting

18.1 An Annual General Meeting of the Members of the Club shall be held in March of each year.

18.2 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 presented by the Chair
- The consideration of the Head Coach's report.
- The consideration of the Treasurer's Accounts for the year.
- The election of the Management Committee and the President for the ensuing year.
- The appointment of an accountant for verification, the fixing of subscription rates, and any items of which notice has been given and details included in the agenda.

18.3 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.

18.4 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.

19. Extraordinary General Meeting

19.1 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.

19.2 The business of an Extraordinary General Meeting shall be in accordance with the resolution under which it was summoned and the agenda issued.

20. Finance

20.1 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.

20.2 Pavilion & Avenue is a non-profit making members' club. All surplus income or profits are to be reinvested in the club. No surpluses or assets will be distributed to members or third parties.



- 20.3 All monies payable to the club shall be deposited in a bank account in the name of the club.
- 20.4 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.
- 20.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 20.6 Full accounts of the financial affairs of the Club shall be prepared each year. An accountant shall be appointed at each Annual General Meeting to independently examine the Club's books and certify that the accounts are drawn up in accordance with the books and records of the Club.

21. Clubhouse Bar

- 21.1 The 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 Management Committee.

22. Intoxicating liquors

- 22.1 No intoxicating liquor shall be supplied otherwise to:
- a Member who has attained the age of 18 and who has been a Member for a period of at least 48 hours or whose nomination or application for membership was made at least 48 hours before their admission.
 - 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 23.2 below, members of visiting match teams, visitors in accordance with rule 11.1 above, persons competing in sporting activities at the Club and those involved with coaching at the Club.
 - 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.

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 CCTV and appropriate recording equipment to be installed, operated and maintained.

23. Rules and regulations

23.1 A copy of these Rules made by the Management Committee shall be displayed at all times.

23.2 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:

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

23.3 The Rules shall be made, periodically revised and enforced by the Management Committee.

24. Use of facilities

24.1 The Club agrees that all accredited, 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

25.1 The Club shall be dissolved on the passing of a resolution to that effect at a General Meeting after due notice by at least three quarters of those present and voting. Such a meeting shall appoint a Committee to wind up the affairs of the Club.

25.2 Upon dissolution of the club any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sport.