

MAIDSTONE LAWN
TENNIS CLUB
CONSTITUTION
UPDATE 2013

Dated NOVEMBER 2006

MAIDSTONE LAWN TENNIS CLUB
Poplar Grove, Allington, Maidstone, Kent

CLUB RULES, REGULATIONS AND GENERAL INFORMATION

1. DEFINITIONS

The Club - shall mean the Maidstone Tennis Club

Senior Member - any person over the age of 18 years who has paid the current annual subscription

Junior Member - any person under the age of 18 years who has paid the current annual subscription

Honorary Member - any person elected to membership without fee following a duly approved motion presented to an AGM. The list of honorary members is updated as appropriate and is appended to these regulations as Appendix A

Court Allocation Chart - the chart showing the allocation of courts between Club use and public use, forming part of the lease agreement and appended to these regulations as Appendix B

The Lease - the Lease granted by Maidstone Borough Council between the Council and Maidstone Lawn Tennis Club dated 15th March 1985

Premises - this shall mean the courts, netting surrounds and court equipment, the clubhouse and associated pavings

Non Club Use - use of the premises by any person (member or otherwise) for purposes other than social tennis, club match play, club tournaments and club member coaching

2. OBJECTIVES

The Club provides facilities for its members, and other members of the community, of all ages and backgrounds, to play and enjoy tennis. The Club encourages participation, enjoyment, skill, competition and sporting spirit in tennis.

The income and property of the Club shall be applied solely towards promoting the Club's objectives as set forth in these rules and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

In order to achieve these objectives the Club has the power to borrow money and to obtain grants and other forms of assistance

Upon dissolution of the Club any remaining assets shall be given or transferred to another registered Community Amateur Sports Club (CASC), a registered charity, or the sport's governing body for use by them for related community sports.

3. GENERAL MEETINGS

The Annual General Meeting (AGM) is held in the clubhouse (unless attending numbers are excessive), usually on a Sunday morning in October or November.

Notification of the AGM and business to be transacted must be mailed to members at least 21 days prior to the date of the AGM

Resolutions must be submitted to the Secretary, in writing, at least 28 days before the AGM. However, resolutions that propose changes to the Club's Constitution, Rules or Regulations, must be submitted not less than 6 weeks before the AGM

An Extraordinary General Meeting (EGM) may be called for by submission of resolutions signed by at least 4 current members. On receipt of a legitimate call for an EGM the management must convene this meeting within 8 weeks, giving notice as stipulated for an AGM

A quorum at any general meeting will consist of not less than 25% of the members entitled to vote. Proxy votes will be permitted only if clear written instructions are submitted to the Secretary not less than 24 hours prior to the meeting

4. MANAGEMENT OF THE CLUB

The direction and management of the Club shall be vested in a General committee, which shall consist of the Chairman, Secretary, Treasurer, Match Secretary, and up to six other members of the Club. The Committee shall meet as often as the business of the Club requires and at each meeting five members shall form a quorum. Any three members of the Committee shall be able to call a meeting of the Committee. The Officers and Committee shall be elected annually at the Annual General Meeting, and shall be eligible for re-election. The Committee shall have the right to co-opt Committee members up to the maximum permitted number

The Chairman shall chair every committee meeting and be responsible for the conduct of the Committee

The Secretary shall take minutes at each meeting to record accurately the conduct of the meeting and such minutes shall be presented to the Committee for ratification by the Chairman at the next subsequent committee meeting. The Secretary is also responsible for all correspondence relating to the Club to ensure that all members are duly informed on matters concerning membership

The Treasurer is to control the finances of the Club including incoming member subscriptions and match fees and is to make all duly authorised payments on behalf of the Club. Prior to each Annual General Meeting the Treasurer shall prepare a set of annual accounts which are to be audited prior to circulation to the membership and presented for adoption (or rejection) at the AGM

The Membership Secretary shall be responsible for the preparation and publication of a list of all members and to record the payments of annual subscriptions, together with noting any arrears of subscriptions. Any member in arrears of subscription of more than three months may be liable to exclusion by the Committee. Any member more than two weeks in arrears of annual subscriptions shall not be eligible for selection of matches or to vote at any meeting, All members over the age of 18 years are eligible to speak and vote at the AGM or EGM

Trustees of the Lease will be selected from the committee and elected at an AGM.

LTA Ltd. RULES & DISCIPLINARY CODE

The clauses ensure that there is a common code of tennis conduct and standards which applies to all LTA clubs, members, coaches and visitors to our club.

1. The Club and all members shall accept and shall be bound by the Rules and the Disciplinary Code ("the LTA Rules") of the Lawn Tennis Association Ltd ("the LTA") and the General Rules and Constitution ("the County Rules") of the Kent County Lawn Tennis Association ("the County") in force from time to time including amendments made hereafter, insofar as the same are relevant to the activities of the Club.
2. All unlicensed and unregistered coaches and all visitors to the Club for the purpose of playing tennis will be required to accept and be bound by the LTA Rules and the County Rules.
3. All members shall accept, and all persons mentioned in (2) above shall be required to accept, that the Contracts (Rights of Third Parties) Act 1999 shall apply to the agreement between themselves and the Club, and that the LTA and the County may enforce any breach thereof, but only insofar as it relates to a breach of the LTA Rules or the County Rules.
4. The Club may terminate the membership of any member or impose any other sanction it deems appropriate in the event of any breach of the Rules of the Club or the LTA Rules or the County Rules.

LTA RULES AND REGULATIONS

1. **All visitors to this club for the purposes of playing tennis** shall as a condition of admission to the club accept and be bound by the Rules and Disciplinary Code of the Lawn Tennis Association Ltd ("the LTA") and the General rules and Constitution of the Kent County Lawn Tennis Association ("the County") and shall also accept that the Contracts (Rights of Third Parties) Act 1999 applies to the agreement between themselves and the club and that the LTA and the County may enforce any breach.

2. **Unlicensed or unregistered coaches and members of the committee who are not members of the club should sign a letter as follows:**

"I accept as a condition of my appointment as coach and being permitted by the Club to coach at the Club, (OR as a condition of my election/appointment as a member of the Committee of the Club) I shall be bound by the Rules and Disciplinary Code of the Lawn Tennis Association Ltd ("the LTA") and the General rules and Constitution of the Kent County Lawn Tennis Association ("the County") and I also accept that the Contracts (Rights of Third Parties) Act 1999 applies to this agreement and that the LTA and the County may enforce any breach."

5. MATCHES

The Match Secretary and any other persons as necessary shall be present at the annual match fixtures meetings and shall arrange the matches and venues with other clubs in any given division of any given league

6. COURT ALLOCATION CHART

COURT ALLOCATION AMENDED AGM 2011

These simplified arrangements cover the interim period from this AGM until the new lease is signed. They will then be reviewed and presented at the next practicable AGM after the review.

Club Use

The chart shows on which courts and when matches, social play and coaching are possible. To avoid misunderstanding members can therefore see which courts are possibly going to be used for matches and coaching. It also extends the number of courts designated for members to use during social play to Court 4.

Where Courts 1 & 2 are in use for matches we suggest that if necessary members have the priority on Court 3. The gate can be closed between Courts 3 & 4 and the bottom gate opened into Court 4. This court can then be used for coaching or the public if necessary. Hopefully this will reduce the interruption to matches which caused the match players to request the gate.

Where courts normally reserved for matchplay are not required for that purpose they may be used for general play by members.

The Court Usage Chart is shown on our website www.maidstoneltc.co.uk and is regularly updated.

Community Use

Under the terms of our lease members of the public have the right to book and pay for the use of courts not being used for club purposes (if they are not currently being used by members of the public) on a permissive basis only, but such use does not confer any rights whatsoever.

Any person using a court for non-club use shall be regarded as a member of the public and the court must be booked and paid for prior to use. This is a legal requirement in accordance with the lease agreement.

We have a legal duty to collect money from our public visitors and divide it between ourselves and MBC. Would all members please assist with this.

Reservations

The courts may not be pre-booked for the benefit of an individual or group of members. Club events or visits made by prior arrangements with the committee are the exceptions to this rule.

9. COURT COURTESY AMENDED AGM 2011

Members waiting to Play.

It was agreed that if members were waiting to play then the members already playing on court would limit their number of games to 7. The waiting members would then come on to the courts to play.

10. THE LEASE

The Covenants of the Lease must be adhered to at all times

A copy of the Lease shall be available for inspection within the clubhouse

Serious infringement of the Covenants renders the Club liable to expulsion from the premises by Maidstone Borough Council

All members are required to treat the premises in accordance with the Covenants of the Lease and not to jeopardise the continued existence of the Club

11. DRESS CODE

Members and the public shall dress appropriately for a game of tennis and not undertake actions or styles of dress likely to give offence

Only accepted tennis shoes that do not mark or damage the court may be worn

12. GUESTS

Members wishing to invite guests must comply with the following rules:

- a. Visiting guests must be accompanied by the host member, who shall be responsible for the conduct of the visitor
- b. Members must sign the Visitor's Book and shall be responsible for paying the Visitor's Fee (as published on the notice board)
- c. The same guest may not be invited for more than 4 visits per membership year
- d. There is no limit to the number of guests which may be invited in any year subject to (c) above
- e. No member may invite more than 3 guests on any one occasion

13. APPLICATIONS FOR MEMBERSHIP

Applications for new members should be made to any member of the Committee and will become effective as soon as confirmed by the Membership Secretary. Temporary membership on a monthly basis will be available at the discretion of the Committee

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs: or of age, sex or disability except as a necessary consequence of the requirements of tennis as a particular sport.

The Committee may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to an independent appeal committee of three to five Club members, no member of which was involved in the original decision.

14. ACCESS TO THE PREMISES

Members other than junior members shall be issued with keys to the clubhouse on payment of a deposit (at the discretion of the Committee). All keys shall be returned to the Membership Secretary on cessation of membership. In the interest of safety junior members shall only have access to the clubhouse under supervision of a member over the age of 18 years

15. APPLICABILITY

Membership of the Club implies acceptance of these rules. The rules shall be binding on every member and any dispute arising from their interpretation shall be referred to the Committee, whose decision shall be final

16. DISCRETION

The Committee and Trustees have complete discretion in interpreting these rules and on any other matter not provided for in these rules

17. ALTERATION TO RULES

No alteration to these rules shall be made except at the Annual General Meeting or at an Extraordinary General Meeting