



# BURTON

## Tennis & Squash Club

### CONSTITUTION OF BURTON TENNIS AND SQUASH CLUB (the Club)

#### INTERPRETATION AND OBJECTS

##### 1. Interpretation

##### 1.1 In this Constitution, unless the context otherwise requires:

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**CLTA:** means Staffordshire County Lawn Tennis Association;

**Conflict:** means a situation in which a Committee Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

**Document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**Eligible Committee Member:** means a Committee Member who would be entitled to vote on the matter at a Committee meeting (but excluding in relation to the authorisation of a Conflict pursuant to Rule 10, any Committee Member whose vote is not to be counted in respect of the particular matter);

**Game:** means racket sports;

**Interested Committee Member:** has the meaning given in Rule 10.1;

**LTA:** means the Lawn Tennis Association;

**LTA Disciplinary Code:** means the disciplinary code of the LTA in force from time to time;

**LTA Rules:** means the rules of the LTA as in force from time to time;

**Committee:** means the committee appointed under Rule 4 to manage the Club from time to time;

**Committee Member:** means a member of the Committee and includes any person occupying the position of Committee Member, by whatever name called;

**Member:** means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 12 and **Membership** shall be construed accordingly.

**Ordinary resolution:** means a resolution requiring a simple majority (more than 50%) of the Members entitled to vote; such a resolution is deemed to be a matter which relates to the day to day or regular activities of the Club.

**Special resolution:** means a resolution requiring a majority of not less than 90% of the Members entitled to vote; such a resolution is deemed to be a matter which relates to core functions, ethos and culture of the Club.

**Trustees:** means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 18.

1.2 References to **Rule** or **Rules** are to the rules of this Constitution and those of the Club with which they should be read in conjunction.

## 2. **Object**

The object for which the Club is established is to:

2.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of the Game by Members and amongst the community;

2.2 provide and maintain the Club's premises and club-owned equipment for the use of its Members;

2.3 provide the other ordinary benefits of an amateur sports club;

2.4 sell or supply food or drink as a social adjunct to the sporting purposes of the Club;

2.5 take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA);

2.6 do all such other things as the Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule;

## 3. **Number and Composition of the Committee**

3.1 Unless otherwise determined by ordinary resolution, the number of Committee Members shall not be subject to any maximum but shall not be less than three.

3.2 The Club shall be managed by a Committee which may comprise the following:

3.2.1 the President;

3.2.2 the Chair;

3.2.3 the Vice-Chair;

3.2.4 the Secretary;

3.2.5 the Treasurer;

3.2.6 the Membership Secretary;

3.2.7 the Bar Secretary;

3.2.8 the Individual Sports Captains;

- 3.2.9 the Grounds and Premises Secretary;
- 3.2.10 the Welfare Officer, with the responsibility for the Safeguarding of children and adults;  
and
- 3.2.11 the Social Secretary(s).
- 3.3 At least three of the Members of the Committee must be unrelated or non-cohabiting.
- 3.4 Only two Members of the Committee may be related or co-habiting.
- 3.5 The Committee may delegate any of the powers that are conferred on them by this Constitution to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the Committee Members specify, any such delegation may authorise further delegation of Members' powers. The Committee may at any time revoke any delegation or alter its terms and conditions.
- 3.6 The Committee Members may exercise all of the powers of the Club for the purposes of the management of the Club including the entry into contracts as agent for the Members.
- 3.7 The Committee Members from time to time shall be indemnified 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.
- 3.8 The Committee may not bind the Club or its Members for any liability which exceeds the assets of the Club at the time.

#### **4. Appointment of the Committee**

- 4.1 The Members may by ordinary resolution appoint a person who is willing to act as a Committee Member, either to fill a vacancy or as an addition to the existing Committee but the total number of Committee Members shall not exceed any maximum number fixed in accordance with this Constitution.
- 4.2 Before any Committee Member is elected the Club must:
  - 4.2.1 consider the skills and diversity of the prospective Committee Member;
  - 4.2.2 consider whether the prospective Committee Member would reasonably satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;
  - 4.2.3 ensure they sign a letter of appointment which sets out the role and the responsibilities the elected Committee Member is expected to fulfil;
  - 4.2.4 ensure that the prospective Committee Member agrees to undertake any Disclosure Barring Service (or the like) checks as required by the Club.

#### **5. Retirement of Committee Members**

- 5.1 Any Committee Member who is appointed shall hold office for a one year term from the meeting at which they are appointed. They will be eligible for re-appointment, subject to the provisions of Rule 5.3.
- 5.2 At the Annual General Meeting immediately following the end of the Committee Member's term as detailed in Rule 5.1 the relevant Committee Member shall retire from office. Subject to Rule 5.3 a retiring Committee Member may offer himself or herself for re-appointment by the Members and a Committee Member that is so re-appointed will be treated as continuing in office without a break.

5.3 There is no specified limit on the number of terms a Committee Member may serve and be eligible for reappointment.

## 6. **Members' reserve power**

6.1 Fifteen members over the age of 18 shall form the quorum for an Extraordinary General Meeting or the Annual General Meeting.

6.2 Decisions of an Extraordinary General Meeting or the Annual General Meeting shall be made by a simple majority and where appropriate the definitions of ordinary and special resolutions in section 1.1 will apply.

6.3 If the number of votes for and against a proposal at an Extraordinary General Meeting or the Annual General Meeting are equal, the Chair or other Committee Member chairing the meeting shall have the casting vote.

## 7. **Calling a Committee Meeting**

7.1 Any Committee Member may call a Committee meeting by giving not less than 7 Business Days' notice of the meeting (or such lesser notice as all the Committee Members may agree) to the Committee Members.

7.2 The Committee must hold at least four meetings every calendar year.

## 8. **Quorum for Committee Meetings**

8.1 Subject to Rule 8.2, the quorum for the transaction of business at a Committee meeting is at least 5 of the Committee Members appointed at the time of the meeting.

8.2 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 10 to address a Conflict, if there is only one Eligible Committee Member in office other than the Interested Committee Member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Committee Member.

8.3 If the total number of Committee Members in office for the time being is less than the quorum required, the Committee Members must not take any decision other than a decision:

8.3.1 to appoint further Committee Members; or

8.3.2 to call an Annual or Extraordinary General Meeting so as to enable the Members to appoint further Committee Members.

## 9. **Casting Vote**

9.1 Decisions of the Committee shall be made by a simple majority.

9.2 If the number of votes for and against a proposal at a Committee meeting are equal, the Chair or other Committee Member chairing the meeting shall have the casting vote.

## 10. **Committee Member Conflicts of Interest**

10.1 The Committee may, in accordance with the requirements set out in this Rule, address any Conflict proposed to them by any Committee Member.

10.2 Any addressing of a Conflict under this Rule 10 shall be effective only if:

10.2.1 the matter in question has been proposed by any Committee Member for consideration in the same way that any other matter may be proposed to the Committee Members under the provisions of this Constitution;

- 10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Committee Member; and
- 10.2.3 the matter was agreed to without the Interested Committee Member voting or would have been agreed to if the Interested Committee Member's vote had not been counted.
- 10.3 Any addressing of a Conflict under this Rule 10 may (whether at the time of giving the authorisation or subsequently):
  - 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 10.3.2 provide that the Interested Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Committee or otherwise) related to the Conflict;
  - 10.3.3 provide that the Interested Committee Member shall or shall not be an Eligible Committee Member in respect of any future decision of the Committee in relation to any resolution related to the Conflict;
  - 10.3.4 impose upon the Interested Committee Member such other terms for the purposes of dealing with the Conflict as the Committee think fit;
  - 10.3.5 provide that, where the Interested Committee Member obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Committee Member of the Club) information that is confidential to a third party, they shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and
  - 10.3.6 permit the Interested Committee Member to absent themselves from the discussion of matters relating to the Conflict at any Committee meeting and be excused from reviewing papers prepared by, or for, the Committee to the extent they relate to such matters.
- 10.4 Where the Committee authorise a Conflict, the Interested Committee Member shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Committee in relation to the Conflict.
- 10.5 The Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 Provided they have declared the nature and extent of their interest, a Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:
  - 10.6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
  - 10.6.2 shall be a Committee Member for the purposes of any proposed decision of the Committee in respect of such existing or proposed transaction or arrangement in which they are interested;
  - 10.6.3 shall be entitled to vote at a Committee meeting in respect of such existing or proposed transaction or arrangement in which they are interested;
  - 10.6.4 may act by themselves or for their firm in a professional capacity for the Club (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Committee Member;

10.6.5 may be a Committee Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested; and

10.6.6 shall not, save as they may otherwise agree, be accountable to the Club for any benefit which they (or a person connected with them) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate.

## 11. **Records of Decisions to be Kept**

Where decisions of the Committee are taken by electronic means, such decisions shall be recorded by the Committee in permanent form, so that they may be read with the naked eye.

## 12. **Membership**

12.1 Membership of the Club is open to anyone interested in coaching, volunteering or participating in the Game, and to anyone else who wishes to be a Member for social or wellbeing reasons, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.

12.2 The Membership shall consist of the following categories:

12.2.1 Full – adults aged 18 or over;

12.2.2 Spouse/partner living at the same address as a full member;

12.2.3 Senior/retired - over 65 years of age;

12.2.4 Junior 0-16 years of age;

12.2.5 Junior 0-16 years of age where member has parental responsibility;

12.2.6 Student in full-time post 16 full education – the Committee may request evidence;

12.2.7 Guest racket sports team players as confirmed by the relevant sports captain;

12.2.8 Racket sports coaching only;

12.2.9 Historical bonded;

12.2.10 Free – members appointed by the Committee who serve on the Club Committee, the Bar Duty Rota and any members appointed as Life Members by the Committee who they deem to have given outstanding service to the Club; and

12.2.11 At its discretion, the Committee may at times offer bespoke membership packages and promotions.

12.2.12 Coaches employed by i2c who deliver the coaching programme at the Club will have the same access rights to the Club as a Full Member.

12.3 The Club shall admit to Membership an individual or organisation which:

12.3.1 applies to the Club using the application process approved by the Committee; and

12.3.2 is approved by the Membership Secretary on behalf of the Committee.

A letter shall be sent to each successful applicant confirming their active Membership of the Club and the details of each successful applicant shall be entered into the register of Members. A letter in this context may be by postal or electronic means to an address provided by the applicant.

- 12.4 All Members must pay to the Club Membership fees to be decided by the Committee from time to time.
- 12.5 No candidate who has been accepted as an active Member shall be entitled to the privileges of Membership until they have paid the Membership fee.
- 12.6 Any Member whose Membership fee is not paid by one month in arrears shall be deemed to have resigned their Membership of the Club and removed from the register of active Members.
- 12.7 The Committee may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the register of Members.
- 12.8 A Member wishing to withdraw from Membership of the Club on 30 days' clear notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.

### 13. **Expulsion or Suspension of Members**

- 13.1 Following completion of the relevant process in accordance with the Club's Disciplinary Policy for Members the Committee may terminate or suspend the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the Committee, the Member:

- 13.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and Committee into disrepute; or

- 13.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or

- 13.1.3 has failed to observe the terms of this Constitution.

Following such termination or suspension, the Member shall be removed from the register of Members.

- 13.2 The notice to the Member must give the Member the opportunity, in accordance with the BTSC Disciplinary Policy for Members, to be heard in writing or in person as to why their Membership should not be terminated or suspended. The Committee must consider any representations made by the Member and inform the Member of their decision following such consideration. There will be a right to appeal from a decision of the Committee to terminate or suspend the Membership of a Member.
- 13.3 Upon termination, the name of the Member shall be removed from the register of active Members.
- 13.4 A Member whose Membership is terminated or suspended under this Rule shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by them.

### 14. **Votes of Members**

- 14.1 At any Annual or Extraordinary General Meeting every Member who is present in person shall on a show of hands have one vote.

14.2 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.

14.3 There shall be no right for a Member to vote by proxy. No person may represent more than one Member, that is to say themselves.

## 15. **Annual General Meeting**

15.1 The Annual General Meeting of the Club shall be held at such time as the Committee shall decide each year to transact the following business:

15.1.1 to receive the Chair's report of the activities of the Club during the previous year;

15.1.2 to receive and consider the accounts of the Club for the previous year; and

15.1.3 to deal with any other matters which the Committee desires to bring before the Membership.

15.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given to the Members not less than 7 days before the meeting.

15.3 No period greater than fifteen months shall elapse between one Annual General Meeting and the next.

## 16. **Extraordinary General Meeting**

An Extraordinary General Meeting may be called at any time by the Committee and shall be called within 21 days of receipt by the Chair of a requisition in writing signed by not less than 40% of the active Members stating the purposes for which the meeting is required and the resolutions proposed.

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

17.1 The Chair shall send to each active Member at their last known email address written notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 7 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

17.2 The quorum for the Annual and Extraordinary General Meetings shall be 15 active Members over the age of 18 years.

17.3 The Chair or in their absence the Vice-Chair shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting or have signified their inability to be present at the meeting, the Committee Members present may choose one of the other Committee Members present to preside. If no other Committee Members are present or willing to preside the Members present may choose one of their number to be Chair of the meeting.

17.4 If the persons attending an Annual or Extraordinary General Meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the Chair of the meeting must adjourn it. When adjourning an Annual or Extraordinary General Meeting the Chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Committee Members. The Chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned Annual or Extraordinary General Meeting is to take place more than 14 days after it was ...



... adjourned the Club must give at least 7 days' notice to the persons to whom notice of the Club's meetings is required to be given in accordance with Rule 15.2. No business can be transacted at adjourned Annual or Extraordinary General Meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

17.5 The Committee may permit other persons who are not Members to attend and speak at a meeting as deemed appropriate by them to the matter for discussion.

17.6 A Committee Member shall take minutes at Annual and Extraordinary General Meetings.

## 18. **Trustees**

18.1 The Committee shall have the power to appoint Trustees for the purpose of any moneys, securities or property belonging to the Club. Such Trustees shall act at the sole direction of the Committee in all matters relating to the disposition of the moneys, securities or property so held.

18.2 The Committee shall inform members of the names of the Trustees at the Annual General Meeting or at any other time upon receipt of a written request from any active adult Member.

18.3 All property of the Club including land and investments shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Membership of the association for the time being.

18.4 On the retirement, resignation or removal from office of a Trustee the Committee shall take steps to procure the appointment by the Club of a new Trustee in their place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment.

18.5 The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions.

18.6 The number of Trustees shall not be less than three or more than four.

## 19. **Change of Club Name**

The name of the Club may be changed by a decision of the Committee or a special resolution of the Members which is passed at either an Annual or Extraordinary General Meeting.

## 20. **Finances**

20.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.

20.2 All moneys payable to the Club shall be received by the person authorised by the 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 authority signed by two of the three signatories who shall be the Trustees or the Treasurer and by an electronic or other appropriate means of payment authorised by the Committee. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.

20.3 The Committee shall have power to authorise the payment of remuneration and expenses to any officer, Committee Member, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a Committee Member, 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.

- 20.4 The Club may pay any reasonable expenses that the Committee Members properly incur in connection with their attendance at meetings of the Committee or at the Annual or other general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 20.5 The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.
- 20.6 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors.

## 21. **Borrowing**

- 21.1 The Committee may borrow a maximum total amount of £50,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of an Annual General Meeting or Extraordinary General Meeting any further money above that sum.
- 21.2 When so borrowing the 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 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).
- 21.3 The Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 21.4 The Trustees shall, at the discretion of the 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 Committee may deem proper for giving security for such moneys and the interest payable thereon.

## 22. **Property**

- 22.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 22.2 The Trustees shall be indemnified out of the assets of the Club by the Club, and the Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which they may become liable by reason of any contract entered into or act or thing done by them in good faith in accordance with the instructions of the Committee or of an Annual General or Extraordinary General Meeting of the Club or otherwise in the discharge of their duties. The Committee may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

## 23. **Limitation of Liability**

The Member's liability under the indemnities at Rule 22.2 is limited to the assets of the Club.

## 24. **Use of Facilities**

The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players, visitors 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 this Constitution, the Club Rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code.

## 25. Means of Communication to be Used

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 25.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider); or
- 25.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address; or
- 25.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; or
- 25.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule, no account shall be taken of any part of a day that is not a Business Day.

## 26. Dissolution

- 26.1 A resolution to dissolve the Club shall be proposed only at a general meeting and shall be passed by a special resolution of the Members present and voting.
- 26.2 The dissolution shall take effect from the date of the resolution and the Committee Members shall be responsible for the winding-up of the assets and liabilities of the Club.
- 26.3 In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed among the members of the Club, but shall at the discretion of the Committee, be given to or transferred to one, all or a combination of the following approved sporting or charitable bodies:
  - i) A registered charitable organisation(s);
  - ii) Another Club which is a registered Community Amateur Sports Club (CASC); or
  - iii) The LTA or England Squash for use by them for related community sports.

## 28. Alteration of the Constitution

This Constitution may be altered by a special resolution at an Annual or Extraordinary General Meeting provided that the resolution shall not be passed unless carried by a majority of at least 90% of the active Members present and voting at the meeting, the notice of which contains particulars of the proposed alteration or addition.

## 29. Regulations and Standing Orders

The Committee shall have power to make, repeal and amend such regulations as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Committee.