

## **TRUSTEE AND COMPANY INFORMATION**

### **Trustees:**

Colin Wroath, Harry Christie, Derek Roberts, Percy McCloskey

### **Lease:**

Chorleywood Tennis Club Limited is the tenant under a Lease of The Walled Garden dated 24<sup>th</sup> September 2007 on behalf of the members of Chorleywood Lawn Tennis Club equally per capita.

### **Company:**

The registered office of the Company is:-

Chorleywood Tennis Club Limited, The Walled Garden, Lady Ela Drive, Chorleywood, Hertfordshire, WD3 5SL Registered in England and Wales with Company Number 06364893

All notices by members of the Club to the Company should be addressed to The Walled Garden.

### **Directors:**

Directors of the Company for the time being may comprise only:-

- The Chairman, The Treasurer and Secretary of the Club
- Not less than two and not more than four Trustees

Provided Directors have been duly elected in their primary role by members of the Club in General Meeting before appointment to the Board.

The Secretary of the Company will file annual returns in accordance with the Companies Acts; each return will be confirmed by the Treasurer at the AGM following that return.

### **Directors for the time being:**

Chris Van Dyk, Colin Wroath, Harry Christie, Derek Roberts, Percy McCloskey

**Resignations and Appointments:**

A Director will resign upon leaving office in his/her primary role and a new Director will be appointed upon election at a General Meeting of Club members.

**Binding Agreement:**

The Committee and all future Committees undertake to manage the premises and activities of Chorleywood Lawn Tennis Club in strict accordance with the terms and stipulations of the Lease dated 24<sup>th</sup> September 2007, and have guaranteed by signed deed that Chorleywood Tennis Club Limited shall be held harmless in the event of any action taken against the Company.

## RULES

### 1. GENERAL RULES

1.1. The Club shall be called Chorleywood Lawn Tennis Club.

1.2. The Management of the Club shall, subject to the Rules for the time being in force and subject to the terms and conditions of the Lease dated 24<sup>th</sup> September 2007, be under the control of the Committee.

1.3. The Committee shall consist of the following:

Chairman

Honorary Secretary

Honorary Treasurer

Men's Club Captain

Ladies Club Captain

Membership Secretary

Ground Secretary

Junior Secretary

Social Secretary

Bar Secretary

Administrator

Welfare Officer

Director of Tennis

Marketing Secretary

1.4. The Club Officers and the other members of the Club (other than the Administrator and Director of Tennis) and Club Auditors shall be elected at the Annual General Meeting from amongst the members of the Club entitled to vote, and shall hold office until the end of the next Annual General Meeting. The Club Auditors shall not also be members of the Committee.

1.5. The Administrator and Director of Tennis shall be appointed by the Committee from time to time when a vacancy arises. The Administrator and Director of Tennis shall be excluded from voting at Committee meetings on matters in which they have a personal interest. The decision to exclude such Committee member from voting on any issue at a Committee meeting, shall be at the discretion of the Chairman of the meeting.

1.6. The Club Committee shall have the power to fill any vacancy occurring amongst the Officers of the Club or the other members of the Committee that may occur in the period between Annual General Meetings.

1.7. The Committee shall have the power by simple majority vote of the total membership of the Committee to co-opt not more than two additional members of the Committee. The retiring Officers and other members of the Club Committee shall be eligible for re-selection. The quorum for the meetings of the Club Committee shall be any five of the Officers and members constituting the Committee from time to time.

1.8. The Committee shall have the power to appoint sub-committees for such purposes as may from time to time be required. Provided that not less than two-thirds of such sub-committees (or in the case of a sub-committee having less than four members, or concerned with the purchase for the Club or with the supply by the Club of intoxicating liquor, all of them) are members of the Club elected to the Committee as herein before provided.

1.9. The Committee shall have the power to interpret and enforce the Rules and to deal with all matters not provided for therein, to employ the Club funds in such a manner as they think fit in the affairs of and for the benefit of the Club, to regulate play and introduce Rules to deal with the conduct of the Club facilities and premises in accordance with the Lease.

1.10. The Committee shall have the duty to interpret and comply with the terms and conditions of the Lease in respect of the fixed assets, payment of rent, and the conduct of the membership as affects the Lease; also preparations for each rent review specified at item 2 of the Lease.

1.11. In the event the Committee wishes to enter into any financial loans, this will necessitate the approval of a General Meeting of the Club.

1.12. The Committee will always manage the activities of the Club in accordance with the terms of the Lease.

1.13. Tennis clothing should be appropriate tennis dress. Only tennis shoes and tennis training shoes are permitted on court.

1.14. Permission must be sought from the Chorleywood match captain to use the practice wall if there is a club match in progress on Court 1.

1.15. A copy of the Rules shall be given to each existing member of the Club, to new members when joining the Club and a copy shall be displayed continually on the Club notice board.

1.16. The Committee shall have the power to set up, amend and update from time to time all necessary policies such as Safeguarding, Equality and Inclusion, and Whistleblowing and any other policies required by law or required or recommended by the Lawn Tennis Association. Such policies to be observed and treated by members as Rules of the Club.

## **2. RESIGNATION**

2.1. A Member may withdraw from membership of the Club on 14 days clear written notice to the Membership Secretary. Membership shall not be transferable in any event and shall cease immediately on death or on failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

## **3. EXPULSION**

3.1. Subject to the remaining provisions of the rule, the Committee shall have the power to refuse membership or expel a Member if in its sole discretion it determines that it would be in the interests of the Club to do so.

3.2. A Member shall not be expelled unless given written details of the complaint and 14 days' written notice of the meeting of the Committee at which the expulsion shall be considered.

3.3. The Member shall be given an opportunity to appear before the Committee to answer the complaint. The Member must not be expelled unless at least two thirds of the Committee then present vote in favour of expulsion.

3.4. The Committee may exclude the Member from the Club premises until the meeting considering the expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making their representations.

3.5. The Member may appeal against the Committee's decision by notifying the Committee by notice writing to the Club Chairman within 7 clear days of the decision and the Committee shall put the matter to the Club members in a General Meeting to be decided by a majority of the members present and voting at such meeting.

## **4. EFFECT OF RESIGNATION OR EXPULSION**

4.1. Any person ceasing to be a Member forfeits all right to any claim upon the Club, its property and its funds and shall have no right to the return of any part of their subscription. The Committee may refund an appropriate part of a resigning members' subscription if it considers it appropriate taking account all of the circumstances.

## 5. CHORLEYWOOD TENNIS CLUB Ltd.

- 5.1. The Lease of the Club premises shall be vested in Chorleywood Tennis Club Limited by guarantee (“the Company”)
- 5.2. The Directors of the Company shall be the Chairman, Secretary and Treasurer of the Club, provided they wish to serve, together with the Trustees of the Club, for the time being, elected in accordance with Rules 1.4 and 6.3 of these Rules. The Trustees shall be the members of the Company.
- 5.3. The Directors of the Company shall elect the Secretary of the Company.
- 5.4. Company and other property of the Club must be vested in the Trustees (except for the management of cash which must be under the control of the Treasurer) in trust for all playing members over the age of 18 equally per capita.

## 6. TRUSTEES

- 6.1. The number of Trustees must be not more than four or less than two. Each Trustee will serve as a director of Chorleywood Tennis Club Limited (the Company). Any liability in contract or in tort for any reason whatsoever, shall be limited by the Memorandum of the Company.
- 6.2. Each Trustee shall continue in office until another be elected in his or her place at a General Meeting of the Club. Any vacancy, which may occur amongst the Trustees, shall be filled by election from among the Club members at a General Meeting or Extraordinary General Meeting.
- 6.3. To give effect to an election of a Trustee, the Chairman of the Club is nominated as the person to appoint new Trustees of the Club within the meaning of the Trustees Act 1925 section 36. The Chairman shall by deed appoint the persons elected by the Club in General Meeting as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any appointment.
- 6.4. Any statement of fact in a deed of appointment of new Trustees in favour of a person dealing bona fide and for value with the Club or Committee is conclusive evidence of the fact so stated.
- 6.5. The Trustees in proper discharge of their duties shall have and shall be deemed always to have had power to pledge, mortgage charge or otherwise deal with property of the Club as and when they shall think fit or shall have thought fit to do so in the interests of the Club and the Trustees shall be kept fully indemnified out of the property and assets of the Club.
- 6.6. The Committee shall keep the Trustees fully informed of the financial position of the Club and shall supply to the Trustees annually a statement of the Club’s finances together with a budget for the following 12 months.
- 6.7. The property of the Lease shall be held in Trust for members equally per capita.

## 7. GENERAL MEETINGS

7.1. The Annual General Meeting of the Club shall be held not later than 31<sup>st</sup> December annually to receive the Annual Report and to receive and, if thought fit, to adopt the accounts of the Company, if any, and the Statement of Accounts to the previous 30<sup>th</sup> September; to elect Officers, Committee Members and Auditors to consider; and if thought fit, to approve alterations to these Rules; and to transact any other business which may be specified in the Notice calling the Meeting. Not more than 15 months shall elapse without an Annual General Meeting.

7.2. The Club Committee shall, before 15<sup>th</sup> September decide on the date of the Annual General Meeting and publicise this clearly on the Club notice board. At least 21 days' notice by mail or in writing shall be given of the AGM to all members eligible to vote. This shall include all proposals of rule changes and nominations for Officers, Committee Members and Auditors, together with the names of proposers and seconders for such propositions or nominations. Written notice of such propositions and nominations must be delivered to the Club Hon. Secretary not less than 28 days before the AGM so that these can be included in the notice to all members. Nominations must be accompanied by the consent of the nominee. In the event of the Secretary failing to receive written nominations in accordance with this rule the Chairman of the Meeting shall accept nominations from the floor. The quorum for the AGM shall be ten members entitled to vote present.

7.3. Extraordinary General Meetings on any Club matter shall be called at twenty-one days' notice by the Hon. Secretary on the resolution of the Club Committee or by requisition by not less than twenty members or by not less than one-fifth of the members entitled to vote, whichever shall be the less; such meetings shall be called by the Hon. Secretary within fourteen days of receipt of the written requisition. The quorum for an EGM shall be the same as for an AGM.

7.4. Each member of the Club, aged over 18 years other than a social member, shall have one vote at any meeting of the club or Committee which the member may be entitled to attend and, subject to Rule 1.6, all decisions shall be by simple majority except in the case of alterations of these Rules when a two-thirds majority of these present and entitled to vote is necessary.

7.5. The Chairman of the Club shall preside at all General and Committee Meetings unless absent when any other officer or member of the Committee may preside at the invitation of the majority of those present.

## 8. CLUB MEMBERSHIP

8.1. Membership of the Club shall consist of the following categories:

### FULL

A person over the age of 18 who is entitled to use the courts any time, outside those reserved exclusively for Junior/Mini members. Full membership includes rights of access to all social sessions, eligibility to enter club tournaments and to represent the Club in team competitions.

### STUDENT

A person under 30 years of age receiving full time education, with the same rights as Full Members, subject to restriction on voting rights if under 18 years of age.

### JUNIOR

A person aged 11 to 17 years of age on 1<sup>st</sup> April who is entitled to use the courts at any time, subject to availability, and to the exclusive use with the mini members at such times as the committee shall stipulate. Juniors are not entitled to play in adult matches, or adult club tournaments. However, they may be selected to be upgraded to Students Membership with all Student Members rights.

### MINI

A child aged 10 years or under on 1<sup>st</sup> April who is entitled to use the courts at any time, subject to availability, under the supervision of an adult, and to exclusive use with Juniors at such time as the committee shall stipulate.

### WEEKDAY

A person over the age of 18 who is entitled to use the courts from Monday to Friday at any time, outside those reserved for Junior/Mini members. They can play in mid-week teams and tennis events but are not eligible to play in club tournaments which take place or finish at the weekend.

***There are various further discounts available for the above membership categories which are fully described in the Membership Pack***

### YOUNG ADULT

A person under 30 years of age on 1<sup>st</sup> April and not in education with the same rights as Full Members.



### **FULL COUNTRY**

A Full Member living more than 20 miles from the Club or out of the country for 6 or more months of the Club year.

### **STUDENT COUNTRY**

A person under 30 years of age on 1<sup>st</sup> April who is receiving full time education and living away from home, with the same rights as Full Members, subject to restriction on voting rights if under 18 years of age.

### **COACHING ADULT**

An adult aged 18 and over on 1st April receiving coaching and only entitled to use the courts for their coaching sessions and for practice at such times as the committee shall stipulate. Coaching Adult membership can be for such period as the Committee shall decide but cannot exceed a total of one year after which they must upgrade their membership to either a Full or a Weekday membership.

### **COACHING MINI / JUNIOR**

Aged up to 17 on 1st April receiving coaching and only entitled to use the courts for their coaching sessions and for practice at such times as the committee shall stipulate. Coaching Mini / Junior membership can be for such period as the Committee shall decide but cannot exceed a total of one year after which they must upgrade their membership to either a Mini or Junior membership.

### **SOCIAL**

A person entitled to use of the Club for social purposes but not entitled to use of the courts.

### **'A' TEAM PLAYER**

Limited to a maximum of four players and assessed by the Club Captains and the Director of Tennis to be of 'A' team standard. Must be a regular player in the club 'A' team matches and may not play in club social sessions or tournaments.

### **HONORARY**

Not liable to pay any subscription but is entitled to all the privileges of membership in the agreed category; elected by the Club at a General Meeting.

8.2. Application for membership shall be made to the Membership Secretary on the approved form. Election to membership shall be at the discretion of the Committee.

8.3. Persons may not be admitted to membership or be admitted as candidates for membership to any of the privileges of membership without an interval of at least two days between their nomination of application for membership and their admission. The name and address of any person proposed for election must be prominently displayed in the Club premises in a part frequented by the members.

8.4. Members shall pay the appropriate subscription for the playing season from the 1<sup>st</sup> April to the 31<sup>st</sup> March in the following year, as agreed at the Annual General Meeting last held prior to the commencement of such playing season. Members joining the Club mid-season may pay a reduced subscription at the discretion of the Committee.

8.5. The number of members shall be restricted as the Committee shall deem appropriate from time to time.

8.6. A guest who is invited by a playing member to play tennis at the club must pay the appropriate Guest Fee. Guests can only play at the club on an occasional basis and not more than four times in a playing season. The Guest Book must be completed whenever a guest is invited to play.

## 9. INTOXICATING LIQUOR

9.1. The Treasurer shall keep such proper books of account as will enable them to present at every AGM of the Club, or at any other time if required (on reasonable notice to them) by the Committee, an accurate report and statement concerning the finances of the Club, including a separate statement with regard to the purchase and supply of intoxicating liquor for the preceding year, or for the current year as the case may be and shall present such report and statement accordingly.

9.2. The purchase by the Club and the supply by the Club of intoxicating liquor shall be managed by the Committee or by a Bar Sub-committee appointed by the Committee in accordance with the following rules:

- No person shall receive at the expense of the Club any commission, percentage, or similar payment on or with reference to purchases of intoxicating liquor by the Club
- No person shall directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to members or guests, apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise or contributing to a general gain from the carrying on of the Club

9.3. There may be admitted to the Club's registered premises by invitation persons other than members or their guests and intoxicating liquor may be supplied to them by or on behalf of the Club for consumption on the premises and not elsewhere.

9.4. Any bar in the Club Premises shall only be open for the sale of intoxicating liquor from 11:00 to 23:00 on weekdays other than Fridays and Saturdays where the bar may close at 01:00 the following day (i.e. 01:00 on Saturday in the case of Friday and 01:00 on Sunday in the case of Saturday). On Sundays the hours shall be from 12:00 noon to 22:30. On Christmas Day the hours shall be 12:00 to 14:00 and 18:30 to 21:30.