1. **Name**

The Club, established in 1967 is called Chorleywood Lawn Tennis Club ("the Club").

1. **Definitions**

“the Game” means the game of tennis;

“the Chairman” means the person elected from time to time to be the chairman of the Club in accordance with Rule 9;

"the Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Rule 9;

"the Treasurer " means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;

“the 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 including the County LTA, or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

“the LTA Disciplinary Code” means the disciplinary code of the LTA in force from time to time;

“the LTA Rules” means the rules of the LTA as in force from time to time;

"the Management Committee" means the committee elected / from time to time to manage the Club in accordance with Rule 9;

"the Members" means the Members of the Club admitted from time to time to Membership of the Club in accordance with Rule 5;

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6.;

“a Club Coach” means a coach authorised by the Club to provide coaching to Members;

“a GM” refers to a General Meeting, be it either an Annual General Meeting (AGM) or Extraordinary General Meeting (EGM);

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

1. **Objects**

The objects of the Club are:

3.1 to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;

3.2 to provide and maintain and where appropriate extend and improve the Club premises and facilities at The Walled Garden, Lady Ela Drive, Chorleywood, Hertfordshire, WD3 5SL.

* 1. to promote, improve, develop and support the interests of tennis locally.

3.4 to provide such other benefits to its Members as it shall think fit; to take and retain a membership of the LTA (as an annually ‘Registered Venue’) complying with and upholding the Rules and Regulations of the LTA 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;

3.5 subject to the LTA Rules and the LTA Disciplinary Code and the LTA’s wider jurisdiction, to make rules, regulations, policies, bye-laws and standing orders concerning the operation of the Club, including without limitation regulations concerning disciplinary procedures that may be taken against the Members;

3.6 subject to the LTA Rules and the LTA Disciplinary Code and the LTA’s wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA;

1. **Application of Surplus Funds**

4.1 The Club is a non-profit-making organisation. Subject to Rule 26.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's objects as set forth in these Rules and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a Member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the Member being present) and are agreed with the Member on an arm's length basis.

1. **Membership**

5.1 Eligibility for Membership

1. All persons are eligible for Senior Membership of the Club provided they are at least 18 years old. No person shall be denied Membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, gender, occupation, sexual orientation, religion, political or other beliefs.
2. Persons below the age of 18 may be elected as Members in the categories of Junior, Mini or Student without the right to hold office or vote at general meetings.
3. The Management Committee may limit the number of Members, if in its opinion, overuse of the facilities is to the detriment of the Club and its Members.

5.2 Admission of Members

1. Any person who wishes to become a Member must complete and submit an application in such form as the Management Committee shall decide. Every candidate for Membership shall be considered by the Management Committee, which shall, in its absolute discretion, decide whether to admit that candidate as a Member. A person shall not be entitled to any privileges of the Club 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.

5.3 Each Member (of each category as 5.4 below) agrees as a condition of Membership:

1. to be bound by and subject to these rules and all regulations and policies made under these rules and the rules and regulations of the LTA (as in force from time to time); and
2. to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.
3. Rule 5.3.a) confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable 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 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
4. The Management Committee may, subject to Clause 7, 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.

5.4 There shall be the following categories of Members for the Club:

1. **Full** - A person over the age of 18 entitled to use the tennis courts at all times outside those reserved exclusively for Junior/Mini Members. Full Membership includes rights to all social sessions, eligibility to enter club tournaments and to represent the Club in team competitions.
2. **Weekday** - A person over the age of 18 entitled to use the courts from Monday to Friday at all times outside those reserved for Junior/Mini Members. Weekday Members can play in midweek team competitions and tennis events but are not eligible to play in Club tournaments or team competitions which take place or finish at the weekend.
3. **Coaching** **Adult** - An adult aged 18 or over receiving coaching from a Club Coach only entitled to use the courts for their coaching sessions and for practice at such times as the Management Committee shall stipulate. Coaching Adult Membership can be for such period as the Management Committee shall decide but cannot exceed a total of one year after which period such Adult Coaching Member must upgrade their Membership.
4. **Young** **Adult** - A person under 30 years of age on 1st April and not in education with the same rights as Full Members
5. **Match** **Player** - A person assessed by the Club Captains and Director of Tennis to be of ‘A’ team standard and therefore invited by the Management Committee to play in A team matches and attend Men’s and Ladies nights to help the development of Club players.  The number of Match Players will be stipulated by the Management Committee.
6. **Full** **Country** - A Full Member living more than 25 miles from the Club or out of the country for 6 or more months of the Club year.
7. **Student** - A person under 30 years of age on 1st April receiving full time education, with the same rights as Full Members, subject to restriction on voting rights if under 18 years of age
8. **Student** **Country** - A person under 30 years of age on 1st April 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
9. **Junior** - A person Aged 11 to 17 years on 1st April entitled to use of the courts at all times, subject to availability, and to exclusive use with Mini Members at such times as the Management Committee shall stipulate. Junior Members are not entitled to play in adult matches or adult tournaments. However, they may be selected to be upgraded to Student Membership with all Student Members rights
10. **Mini** - A child aged 10 years or under on 1st April entitled to use the courts at any time, subject to availability, under the supervision of an adult, and to exclusive use with the Juniors at such time as the Management Committee shall stipulate.
11. **Social** - A person entitled to use of the Club for social purposes, but not entitled to use of the courts.
12. **Honorary** - A person elected by the Club at a General Meeting to be entitled to all the privileges of a Full Member without paying any subscription for such period as the Club in General Meeting shall decide.

5.5 Only Full Members, Young Adult Members, Full Country Members, Honorary Members, Weekday Members, Student and Student Country Members over the age of 18 years (‘Voting Members’) shall be entitled to receive notice of and vote at GMs. Members other than Voting Members shall be entitled to all the other privileges of Membership relevant to their category of Membership but shall not have the right to receive notice of and vote at GMs.

5.6 Subscriptions

1. The annual subscription for each type of Member shall be determined from time to time by the Management Committee.
2. The Members shall pay any annual subscription fees set by the Management Committee from time to time.
3. No candidate who has been elected a Member shall be entitled to the privileges of Membership until he has paid his first annual subscription.
4. Any Member whose subscription is more than one month in arrears shall be deemed to have resigned his Membership of the Club.
5. **Resignation**

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

1. **Expulsion**

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

7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered, and written details of the complaint made against him.

7.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

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

7.5 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's Members in a GM and decide by a majority vote of Members present and voting at such meeting.

1. **Effect of Resignation or Expulsion**

8.1Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he has no right to the return of any part of his subscription.

8.2 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.

1. **The Management Committee**

9.1 The Club shall be managed by a Management Committee consisting of:

1. Chairman
2. Secretary
3. Treasurer
4. Men’s Club Captain
5. Ladies Club Captain
6. Membership Secretary
7. Junior Secretary
8. Ground Secretary
9. Social Secretary
10. Bar Secretary
11. Welfare Officer
12. Marketing Secretary
13. Director of Tennis (appointed)
14. The Administrator (appointed)

9.2 Members nominated to be a member of the Management Committee are to be proposed and seconded for nomination by two Club Members and shall sign the nomination form on the Club noticeboard to confirm consent to nomination. Each member of the Management Committee will be required as a condition of election or appointment, to agree:

1. To treat any information of a confidential nature that comes to his knowledge as a consequence of his Membership of the Management Committee as confidential; and
2. To be bound by and be subject to these Club Rules and all policies set up under Rule 9.3 (d) and agree that the Club can enforce any breach.

9.3 The Management Committee shall inter alia have the power to

1. Interpret and enforce these Rules and deal with all matters not provided for therein
2. Employ Club funds in such manner as they think fit in the affairs of and for the benefit of the Club
3. Regulate play and introduce rules to deal with Club play, the conduct and use of the Club facilities and premises, in such manner as they think fit, and in accordance with the terms of the lease of the Club premises
4. Set up, amend, and update all necessary policies such as Safeguarding, Equality and Inclusion, Whistleblowing, and any other policies required by law or recommended by the LTA; such policies to be observed and treated by Members as rules of the Club

9.4 The Management Committee may delegate any of the powers that are conferred on it by these rules 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 members of the Management Committee specify, any such delegation may authorise further delegation of Members’ powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

9.5 Any person nominated as a member of the Management Committee must be a Club Member in categories other than Match Player, Junior or Mini.

9.6 The Management Committee, other than the Administrator and Director of Tennis, shall be elected at the AGM in each year, and subject to termination of office by resignation, removal or otherwise, the Members remain in office until they or their successors are re-elected or elected (as the case may be) at the AGM following their re-election or election (as the case may be). The Administrator and Director of Tennis shall be appointed by the Management Committee from time to time and 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 shall be at the discretion of the Chairman of the meeting.

9.7 In addition to the Members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to three further Members who shall serve until the next AGM. Co-opted Members shall be entitled to vote at the meetings of the Management Committee.

9.8 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next AGM when that person shall retire but shall be eligible for re-election.

9.9 Retiring members of the Management Committee may be re-elected.

9.10 A member of the Management Committee shall be deemed to have vacated office if:

1. a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
2. by reason of that person’s mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
3. he resigns his office by notice to the Club; or
4. he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
5. he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the LTA; or
6. he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

9.11 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee membership. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

9.12 If there is only one candidate nominated to fill any vacancy, that candidate shall be declared elected unopposed for the particular vacancy at the next AGM. If there is more than one candidate for any particularly vacancy, there shall be an election at the AGM for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.

1. **Proceedings of the Management Committee - Appointment of Trustees – Chorleywood Tennis Club Limited**

10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit; there shall not be less than six meetings each Club year. The quorum for such meetings shall be seven. The Chairman and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than seven days' notice of such a meeting.

10.2 The Chairman shall be the chairman of the Management Committee. The Chairman shall preside at every meeting of the Management Committee at which he is present, but if there is no person holding that office, or if the Chairman is not present within ten minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.

10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.

10.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

10.6 The Trustees of the Club shall be appointed from time to time as necessary by the Club in a GM from among the Members who are willing to be so appointed.

1. A Trustee shall hold office during his life for so long as he is a playing Member of the Club, or until he shall resign by notice in writing given to the Management Committee or until a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the Members present and voting.
2. All property of the Club other than the Club bank accounts, but including land and investments, shall be held by the Trustees for the time being in their own names so far as is necessary and practicable, and for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his place, and shall as soon as practicable thereafter take lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act with regard to any property of the Club held by them, in accordance with the proper directions of the Management Committee, and shall have the 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 any proper Management Committee’s directions, but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
3. The Lease of the Club premises shall be vested in Chorleywood Tennis Club Limited (“ the Company”), a company limited by guarantee which will permit the Club to occupy and use the Club premises at the Walled Garden.
4. The Directors of the Company shall be the Chairman, Secretary, and Treasurer of the Club, together with the Trustees of the Club for the time being elected in accordance with these Rules. The Trustees shall be the Members of the Company.
5. The Directors of the Company shall elect the Company Secretary.

10.7 The number of Trustees shall not be more than four or less than two.

10.8 The members of the Management Committee and 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 management of the affairs of the Club.

10.9 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

1. **Annual General Meeting - AGM**

11.1 The AGM of the Club shall be held no later than 31st December annually at such time as the Management Committee shall decide to transact the following business:

1. To receive the Chairman's report of the activities of the Club during the previous year;
2. To receive and consider the audited accounts of the Club for the previous year,
3. To receive the auditor's report on the accounts and the Treasurer's report as to the financial position of the Club;
4. To remove and elect the auditor or confirm that he remain in office;
5. To elect the members of the Management Committee other than the Administrator & Director of Tennis;
6. To decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;
7. To deal with any other matters which the Management Committee desires to bring before the Membership.

11.2 Notice of any resolution proposed to be moved at the AGM shall be given in writing to the Secretary not less than 28 days before the meeting.

11.3 No period greater than fifteen months shall elapse between one AGM and the next.

11.4 In the event that it is impossible or unlawful to hold an AGM or EGM where Members are physically present, the Committee shall have the power to hold such meeting by way of video conferencing or similar system which enables every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and entitled to vote, subject to having the right to attend and vote as per 5.5. Such a meeting shall be deemed to take place in the place where the Chairman of the meeting is present.

**12. Extraordinary General Meetings - EGM**

12.1 An EGM may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing stating the purposes for which the meeting is required and the resolutions proposed by not less than 20 Members. If an EGM is called after receipt of a Members’ requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members’ requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

**13. Procedures at an AGM or EGM**

13.1 The Secretary shall send to each Member at his last known address in the manner set out in Rule 25(1) written notice of the date, time and place of the general meeting or details of the Video Conferencing or other virtual meeting to enable Members to access such meeting together with the resolutions to be proposed and, in the case of an AGM, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 21 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.

13.2 The quorum for an AGM or EGM shall be 10. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

13.3 The Chairman shall preside at all General meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present, and entitled to vote, may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present and entitled to vote, may choose one of their number to be chairman of the meeting.

13.4 If the persons attending an AGM or EGM 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 chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an AGM or EGM the chairman 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 members of the Management Committee. The chairman 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 AGM or EGM is to take place more than 14 days after it was adjourned, the Management Committee 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 13.1. No business can be transacted at adjourned AGM or EGMs which could not properly have been transacted at the meeting if the adjournment had not taken place.

13.5 Members of the Management Committee may attend and speak at AGM or EGMs. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.

13.6 Each Voting Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.

13.7 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.

13.8 The Secretary, or in his absence a member of the Management Committee, shall take minutes at AGMs & EGMs.

13.9 There shall be no right for a Member to vote by proxy.

**14. Purchase and supply of liquor**

14.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Management Committee or a sub-committee of not less than 4 Members being members of the Management Committee over the age of 18 and elected for that purpose by the Management Committee.

14.2 If any member of the sub-committee for any reason ceases to be a Member , he automatically ceases to be a member of the sub-committee, and another member of the Management Committee must be appointed in his place.

14.3 The sub-committee must not in any way be restricted in freedom of purchase.

**15. Commission**

15.1 No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

15.2 No one may 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 to or contributing to a general gain from the carrying on of the Club.

**16. Guests**

16.1 Any Member may introduce guests to the Club on payment of the guest/visitors fee stipulated from time to time by the Management Committee, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Management Committee, provided that no one whose application for Membership has been declined or who has been expelled from the Club may be introduced as a guest.

16.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 16.1 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.

16.3 No one may be admitted as a guest on more than four occasions in any calendar year.

**17. Opening of Club premises**

The Club is open at such other times or for such other periods as the Management Committee shall decide.

**18. Permitted hours**

The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate.

**19. Alteration of the Club Rules**

19.1 These Rules may be altered by resolution at an AGM or EGM provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the General meeting, the notice of which contains particulars of the proposed alteration or addition.

19.2 As soon as possible and in any case within 28 days after the making of any alteration or addition to these rules the Secretary must give written notice of the alteration or addition to the proper Licensing Authority.

**20. Regulations and Standing Orders**

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

**21. Use of Facilities**

Coaching at the Club can only be provided by Coaches authorised in writing by the Management Committee. The Club agrees that any unlicensed and unregistered coaches and, so far as is reasonably practicable, all 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 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 can enforce any breach at its option and in its sole discretion.

**22. Finance**

22.1 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. No sum shall be drawn from that account except in accordance with the bank mandate approved by the Management Committee. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

22.2 Subject to Rule 26.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

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

22.4 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at an AGM or EGM of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

22.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.

22.6 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors.

**23. Borrowing**

23.1 The Management Committee may borrow money on behalf of the Club for the purposes of the Club from time to time, only if authorised by a majority of at least four-fifths of the Members present and voting at a GM.

23.2 When so borrowing, the Management Committee shall have 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 also be carried by a majority of at least four-fifths of the Members present and voting at a GM.

23.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

23.4 The Trustees 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.

**24. Property**

24.1 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 Management Committee and entry in the Management Committee minutes shall be conclusive evidence of such a resolution.

24.2 The Trustees shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

**25. Notices**

25.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient’s usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.

25.2 If any notice or other information is left by the Club at the intended recipient’s usual address, it is treated as being received on the day it was left.

25.3 If any notice or other information is sent by the Club by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

25.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

**26. Dissolution**

26.1 A resolution to dissolve the Club shall be proposed only at an EGM and shall be passed only if carried by a majority of at least four-fifths of the Members present and voting.

26.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

26.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be distributed equally amongst those adult Members of the Club who have been adult Members of the Club for the five consecutive years prior to dissolution for of the Club.