

Oundle Tennis Club Constitution



Rules and Constitution as of February 2011

1. Name and Objects

The Club founded in 1986 and previously known as "Oundle Lawn Tennis Club" shall be named "The Oundle Tennis Club" ("OTC" or "the Club").

2. Definitions

2.1 Recital

"the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 11;

"the CLTA" means the Club's affiliated County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Secretary" means the person elected or appointed from time to time to be the secretary of the club in accordance with Rule 11;

"the Treasurer" means the person elected or appointed from time to time to be the treasurer of the Club in accordance with Rule 11;

"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 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 appointed under Rule 11 to manage the Club;

"the Officers" means the Chairman, Secretary, and Treasurer appointed under Rule 11.

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

"the Rules" means the rules herein

"the Regulations" means any further rules, regulations, policies, and procedures that are approved by the Management Committee and notified to the Members including subscription and entrance fees.

2.2 Singular/Gender

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.



3. Objects

The objects of the Club are:

- a. principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Oundle and amongst the community;
- b. to provide and maintain Club premises at Oundle and club-owned tennis equipment for the use of its members;
- c. to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- d. to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- e. to acquire, establish, own, operate and turn to account in any way for the members' benefit the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- f. to make Rules, Regulations, 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;
- g. to discipline the Members where permitted by its Rules and Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate); subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction whilst the Club is affiliated to any CLTA or the LTA;
- h. to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs; and
- i. to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Constitution

4.1 The Club is constituted by these rules as a non-profit making Members Club. In no circumstances during the continuance of the Club, nor at, nor after its dissolution, shall any assets or surplus funds be distributed to any Member or other person. This does not prevent the Club from making donations to another CASC within the scheme or charity.

4.2 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 objects as set forth in these Rules 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.

4.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.



5. Membership

5.1 Eligibility for membership

5.1.1 Persons of either sex are eligible for full membership of the Club. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The number of Members is unlimited. The Management Committee, at its discretion, may restrict the total number of playing Members and introduce a waiting list. This will not be done where the number of playing Members is less than 200.

5.2 Admission of Members

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide to the membership secretary, along with the appropriate subscription and entrance fees which are applicable.

Every candidate for membership shall be considered by the membership secretary or other delegate of the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club.

Any person whose application is to be rejected shall have the reasons for rejection reviewed and approved at the next Management Committee.

5.3 Conditions of membership

5.3.1 Each member (of each class) agrees as a condition of membership:

- a. to be bound by and subject to these rules and the regulations of the Club which may be approved by the Management Committee or a general meeting including, without limitation, the constitutional rules herein and any Policies and Procedures approved and published by the Management Committee (for example: the Codes of Conduct for members, players, parents, guardians, and coaches, Child Protection, Anti Bullying, Equality, Recruitment, and Use of Images);
- b. to comply with, uphold, and be bound by the Rules and Regulations of the, appropriate CLTA 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 whilst the Club is affiliated or a member of any CLTA.

5.3.2 Rule 5.3.1 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.

5.3.3 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 Classes of Member and Subscription Rates

5.4.1 There shall be the following classes of Member.

- CLASS A ADULT OPEN
ADULT MIDWEEK - play Monday to Friday 5pm. This class is restricted to those who held such membership on 22nd November 1994, as long as they continue to renew it annually. The right to this membership will lapse if it is not renewed each year.
- CLASS B ADULT COUNTRY (LIVING AND WORKING OUTSIDE A 20 MILE RADIUS) (No new Senior Country memberships will be available after 26/11/08, renewals only, the right to this membership will lapse if it is not renewed each year.)
An OVER 65 membership will be available from 27/11/08
A NON PLAYING PARENT membership will be available from 27/11/08
- CLASS C STUDENT & JUNIOR (4-16 years and those in full time secondary or further education)
- CLASS D FAMILY OPEN (Parents/Guardians and family Juniors/Students)
- CLASS E SOCIAL - strictly non playing
- CLASS F ASSOCIATE

5.4.2 Only Class A, B, C, and Class E members over 18 years of age shall be considered Full Members. Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. A member other than a Full Member shall be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

5.5 Subscriptions

- 5.5.1 The entrance fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall ensure that the fees set by it do not preclude open membership of the Club.
- 5.5.2 The Members shall pay any entrance fee and annual subscription fees set by the Management Committee from time to time.
- 5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his first annual subscription.
- 5.5.4 Any Member whose entrance fee or subscription is not paid by such date as the Management Committee shall decide each year or more than one month in arrears shall be deemed to have resigned his membership of the Club.
- 5.5.5 The subscription year runs from 1st April to 31st March.
- 5.5.6 The Management Committee may at their discretion accept a proportionally reduced subscription for a part year.
- 5.5.8 Honorary Membership (other than temporary in accordance with Rule 10) including Honorary Life Membership, shall be strictly limited and at the discretion of the Committee, by way of reward for special services to the Club.



6. Resignation

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

7. Suspension or Expulsion

The Committee shall have the power to terminate or suspend the membership of any Member or to exclude any Member or visitor whom it considers guilty of a breach of the Club's Rules and Regulations or of misconduct or offensive behaviour to any Member, visitor or employee, whether on the Club's premises or elsewhere.

A Member shall not be expelled unless he is given 14 days written notice of a meeting of the Committee and written details of the complaint made against him/her and shall not be expelled unless at least two thirds of the Committee present vote in favour of his expulsion. The Committee shall record the reasons for the expulsion and the numbers in favour and against.

8. Effect of Resignation or Expulsion

8.1 Any 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, at its discretion, make a refund to a Member who becomes unable to use the Club for a substantial part of the year, on account of injury, illness or departure from the district.

9. Injury, Loss of Property etc.

Members and Visitors leaving unattended vehicles, rackets, clothing or other property at the Club do so at their own risk and the Club shall not be responsible for any loss, damage or injury resulting from this or any other cause.

10. Visitors and Temporary Members

10.1 Any Member may introduce guests to the Club, and any player, competitor in a tournament, 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.

10.2 Every guest and, in the case of a competitor under 18, his parent or guardian shall be an Honorary Member for the day and is required to agree to abide by the Rules & Regulations of the Club.

10.3 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.

10.4 No one may be admitted as a guest, except as a team member or competitor at a Club organised event, on more than three occasions in any calendar year.



11. Management

11.1 The Club shall be managed by a Management Committee consisting of: the Chairman; the Secretary; the Treasurer; elected at a general meeting and no more than 7 other Members who shall also be elected at a general meeting. The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

11.2 Each member of the Management Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected.

11.3 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the rules and regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

11.4 The members of the Management Committee may delegate any of the powers that are conferred on them 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 authorize further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

11.5 The Secretary shall send to the Members each year a nomination form for the election of Officers of the Management Committee and other committee members in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must declare themselves to be fit and proper persons in accordance with Rule 11.2 and nominated by any two Full Members on the form prescribed by the Management Committee and must be submitted to the Secretary by such date as the Management Committee shall prescribe each year.

11.6 Any person nominated as a member of the Management Committee must be a Full Member

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

11.8 The Management Committee shall be elected at the annual general meeting 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 annual general meeting following their re-election or election (as the case may be).

11.9 In addition to the members elected or appointed in accordance with this Rule 11, the Management Committee may co-opt up to further 3 Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.

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



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

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

- he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 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
- 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
- he resigns his office by notice to the Club; or
- 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
- 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 CLTA or the LTA; or
- he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

11.13 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. 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.

11.14 The Committee shall from time to time make and revise the Club's Regulations and shall have the power to decide any matter unprovided for by these Rules and Regulations. They shall meet at least 4 times in every year and additionally as circumstances may require. The quorum at a Committee Meeting shall be 5 and in the event of equality of voting the Chairman shall have a second or casting vote.

The Committee may delegate any part of its duties (except the election of Members) to one or more sub-committees, which may be composed of any Members of the Club, but any sub-committees to control a bar supplying intoxicating liquor shall be appointed in accordance with the Licensing Department.



12. Proceedings of the Management Committee

12.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum for such meetings shall be 4. 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 6 days' notice of a meeting.

12.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, 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 unwilling to preside or is not present within five 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.

12.3 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 except where specifically provided for elsewhere in these Rules.

12.4 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.

12.5 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.

12.6.1 The Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, 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.

12.6.2 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 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 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. 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 Management 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 Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

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



12.8 The members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

12.9 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.

13. Borrowing

13.1 The Management Committee may borrow a maximum total amount of £5000 on behalf of the club for the purposes of the club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.

13.2 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 be approved by the club at a general meeting.

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

13.4 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.

14. Annual general meeting

14.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:

(a) to receive the Chairman's report of the activities of the Club during the previous year;

(b) to receive and consider the accounts of the Club for the previous year, and the Treasurer's report as to the financial position of the Club;

(d) to elect the Officers and other members of the Management Committee as necessary under Rule 11;

(e) to decide on any resolution which may be duly submitted in accordance with Rule 14.2 below;

(f) to deal with any other matters which the Management Committee desires to bring before the membership.

14.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Honorary Secretary not less than 14 days before the meeting.

14.3 No period greater than eighteen months shall elapse between one annual general meeting and the next.



15. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 28 days of receipt by the Secretary of a requisition in writing signed by not less than 21 members stating the purposes for which the meeting is required and the resolutions proposed.

16. Procedures at the annual and extraordinary general meetings

16.1 The Secretary shall send to each Member at his last known address notice of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 10 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.

16.2 The quorum for the annual and extraordinary general meetings shall be 15 Members. 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.

16.3 The Chairman shall preside at all 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 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.

16.4 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 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 annual or extraordinary general meeting 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 annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 16.1. 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.

16.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.

16.6 Each Full 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.

16.7 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.



16.8 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

16.9 Members may vote by proxy on resolutions only if this option has been noted by the Secretary against specific resolutions and issued with the notice of the meeting as required under rule 16.1 and a proxy form stating either that the Chairman may cast the member's vote as he sees fit or according to the instructions provided has been received by the Secretary in advance of the meeting. The accidental failure to receive a proxy and cast it at a meeting shall not invalidate the proceedings at the meeting.

16.10 No person may represent more than one Member other than the Chairman to cast proxy votes received in accordance with rule 16.9.

17. Guests

See 10 Visitors and Temporary members

18. Opening of Club premises

The Club is open at such other times or for such other periods as the Management Committee shall decide. The Club's facilities shall be available to the Member without discrimination.

19. Alteration of the rules

These Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members voting (including valid proxy votes cast under Rule 16.9) the notice of which contains particulars of the proposed alteration or addition.

20. Regulations, Policies, Procedures, and Standing Orders

The Management Committee shall have power to make, repeal and amend such regulations, policies, procedures, and standing orders as it may from time to time consider necessary for the wellbeing of the Club provided that they shall not prejudice the Club's status as a Community Amateur Sports Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

21. Use of Facilities

The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the CLTA can enforce any breach at its option and in its sole discretion.

22. Finance

22.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum in excess of two hundred pounds shall be drawn from that account except by cheque signed by two of the signatories who shall be the Chairman, Treasurer, or an appointed member of the Management Committee Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.



22.2 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.

22.3 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 annual or extraordinary 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.

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

22.5 Full accounts of the financial affairs of the Club shall be prepared each year.

23. Rules and Regulations

A copy of these rules and regulations made by the Committee shall be available in the Club and all Members shall be deemed conversant therewith. The Regulations shall be made and periodically revised by the Committee.

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 minute book 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,
- posting it to the intended recipient's usual postal address,
- sending it or supplying it in electronic form to an electronic address (including without limitation e-mail address, social network account, or other widely accepted electronic 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 postal 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.

25.5 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 extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters 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 on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game; (ii) another registered community amateur sports club for the Game; or (iii) a registered charitable organisation.

Change History

23/01/11 – Amended to fit with 2010 LTA and CASC guidelines, to clarify tenure of the committee, to enable voting by proxy, and to update numerous other clauses.

26/11/08 – Membership Class availability amended at AGM

30/05/06 – Clause 13 Borrowing approved by EGM, Name changed to Oundle Tennis Club

24/11/04 – Amendment to Clause 2 and minor changes for registration as CASC approved by AGM

22/11/94 - Membership Class availability amended at AGM