

**BRIDGEND TENNIS CLUB**  
**CONSTITUTION AND RULES**

**1. Name**

**Bridgend Tennis Club** ("the Club") is a separately managed section of **The Association of Bridgend Bowls Tennis and Squash Clubs Community Interest Company** ("the CIC"), established in 1913.

**2. Definitions**

- 2.1 "the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 8;  
"the Vice-chairman" means the person elected from time to time to be the vice-chairman of the Club in accordance with Rule 8;  
"the Honorary Secretary" means the person elected from time to time to be the honorary Secretary of the Club in accordance with Rule 8;  
"the Honorary Treasurer" means the person elected from time to time to be the honorary Treasurer of the Club in accordance with Rule 8;  
"the President" means the person appointed from time to time to be the president of the Club in accordance with Rule 8;  
"the LTA Officers" means the President, Chairman, Vice-Chairman, Honorary Secretary, Honorary Treasurer appointed under Rule 8;  
"the Management Committee" means the committee appointed under Rule 8 to manage the Club;  
"the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;  
"the Game" means the game of tennis;  
"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; and  
"the LTA Rules" means the rules of the LTA as in force from time to time.
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

### **3. Objects**

The objects of the Club are:

- (a) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;
- (b) to provide and maintain Club premises at Church Road, Bridgend CF31 3NN;
- (c) to promote, improve, develop and support the interests of tennis;
- (d) to such other benefits to its members as it shall think fit;
- (e) to take and retain a membership of Tennis Wales (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of Tennis Wales 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;
- (f) 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;
- (g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, 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;
- (h) 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 or Tennis Wales (as appropriate);
- (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 to as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

### **4. Application of Surplus Funds**

- 4.1 The Club is a non-profit-making organisation. The income and assets 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 no portion thereof shall be paid or transferred, directly or indirectly, to the Executives or 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.

## **5. Membership**

### **5.1 Membership of the CIC**

5.1.1 Membership of the Club is achieved via a level of CIC membership which includes use of tennis facilities. Eligibility for membership, admission of members, conditions of membership and subscription fees are subject to and governed by the CIC Articles of Association.

### **5.2 Eligibility for membership**

In addition to any terms of eligibility applied by the CIC, the following will apply:

5.2.1 Persons of either sex are eligible for full 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, sex, occupation, sexual orientation, religion, political or other beliefs.

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

5.2.3 The number of Members is unlimited.

### **5.3 Conditions of membership**

In addition to any conditions of membership applied by the CIC, the following will apply:

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 rules and regulations of Tennis Wales (as in force from time to time); and

(b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

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 recommend to the CIC board of directors to 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. The CIC board of directors will ultimately judge and implement any termination of membership or sanction recommended.

### **5.4 Classes of Members**

5.4.1 The CIC may offer a number of tennis memberships which fall into one of the following classes of Club membership:

- Adult Tennis
- Senior (O70)
- Youth (U23 and in full time education)
- Junior (U16)
- Mini (U11)
- Tots (U8)

5.4.2 Only Adult, Senior and Youth members shall be entitled to receive notice of, attend and vote at general meetings. A Junior, Mini or Tots member shall be entitled to all the other privileges of membership relevant to this class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

### **5.5 Subscriptions**

Rules relating to entrance and subscription fees are governed by the CIC Articles of Association.

No subscription fees are paid directly to or collected by the Club.

## 6. Resignation

Rules relating to the resignation of membership are governed by the CIC Articles of Association.

## 7. Expulsion

Rules relating to the expulsion of a member are governed by the CIC Articles of Association.

## 8. The Management Committee

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

- (a) the President (if appointed);
- (b) the Chairman;
- (c) the Vice-Chairman;
- (d) the Honorary Secretary;
- (e) the Honorary Treasurer;
- (f) no more than **10 (ten)** other Members elected annually at the annual 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.

8.2 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 Tennis Wales 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.

8.3 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, 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.

8.4 The Honorary Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee 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 be nominated by **any two Full Members** on the form prescribed by the Management Committee and must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year. No Member may nominate more than one candidate for any one vacancy. Once elected, members of the Management Committee will determine and elect the Officer posts from the available committee members.

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

8.6 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.

- 8.7 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).
- 8.8 A member of the Management Committee may serve for a contiguous period of time or for a number of non-contiguous time periods totalling no more than 9 (nine) years.
- 8.9 In addition to the members elected or appointed in accordance with this Rule 8, the Management Committee may co-opt up to 5 further 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.
- 8.10 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.
- 8.11 Retiring members of the Management Committee may be re-elected subject to Rule 8.8.
- 8.12 A member of the Management Committee shall be deemed to have vacated office if:
- (a) 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
  - (b) 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
  - (c) he resigns his office by notice to the Club; or
  - (d) 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
  - (e) 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 Tennis Wales or the LTA; or
  - (f) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 8.13 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 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. Proceedings of the Management Committee

- 9.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 9 (nine) meetings each year. The quorum for such meetings shall be the lesser of 8 (eight) or two-thirds (or number nearest to two-thirds) of the total number of Management Committee members. The Chairman and the Honorary 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 Honorary Secretary shall give all the members of the Management Committee not less than 5 (five) days' notice of a meeting.

- 9.2 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 Vice-Chairman shall preside. If there is no Vice-Chairman or if he is unwilling to preside, or if he 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.
- 9.3 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.
- 9.4 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.
- 9.5 The Management Committee shall be responsible for the management of the Club and may make requests and recommendations to the CIC board of directors relating to expenditure of funds for the purposes of the Club on behalf of all the Members.
- 9.6 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his duties. The CIC board of directors may give to any member of the Management Committee, employee or agent of the Club who has incurred or may be about to incur any liability at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.
- 9.7 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.

## **10. Annual general meeting**

- 10.1 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, the Honorary Treasurer's report as to the financial position of the Club;
  - (c) to elect the members of the Management Committee;
  - (d) to decide on any resolution which may be duly submitted in accordance with Rule 10.2 below;
  - (e) to deal with any other matters which the Management Committee desires to bring before the membership.

10.2 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 28 (twenty eight) days before the meeting.

10.3 No period greater than 15 (fifteen) months shall elapse between one annual general meeting and the next.

**11. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 (twenty one) days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 10 (ten) Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting 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.

**12. Procedures at the annual and extraordinary general meetings**

12.1 The Honorary Secretary shall send to each Member at his last known address written 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 21 (twenty one) 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.

12.2 The quorum for the annual and extraordinary general meetings shall be 30 (thirty) 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.

12.3 The Chairman shall preside at all meetings of the Club but if he is not present within 15 (fifteen) 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.

12.4 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 12.1. 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.

- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

**13. 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 present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

**14. Regulations and Standing Orders**

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

**15. 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 Tennis Wales, 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 Tennis Wales can enforce any breach at its option and in its sole discretion.

**16. Finance**

- 16.1 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 shall be drawn from that account except by cheque signed by **2 (two)** of the **4 (four)** signatories who shall be the President, Chairman, Honorary Secretary and Honorary Treasurer. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.
- 16.2 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.



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

**17. Borrowing**

17.1 The Management Committee may not directly borrow from financial institutions but may request funding from the CIC.

17.2 The Management Committee shall have power to raise in any way, any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit.

**18. Notices**

18.1 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.

18.2 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.

18.3 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.

18.4 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.

**19. Dissolution**

19.1 Dissolution of the Club implies dissolution of the CIC. Rules relating to dissolution of the CIC are governed by the CIC Articles of Association. Any assets remaining after the discharge of the debts and liabilities of the CIC shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives.