

OAKLEIGH PARK LAWN TENNIS AND SQUASH CLUB

CLUB RULES

1. NAME

The name of the club is THE OAKLEIGH PARK LAWN TENNIS AND SQUASH CLUB ("the Club").

2. OBJECTS

The objects of the Club are the provision of facilities for the playing and the promotion of the games of lawn tennis, squash, racketball and other athletic sports and pastimes and to meet socially.

3. OFFICERS AND COMMITTEE

(a) The Club shall be governed and managed by a Committee, all members of whom are current members of the Club with at least three years continuous membership of the Tennis and/or Squash sections of the club; have attained the age of 18 years and are elected by the members of the Club or are appointed or co-opted pursuant to sub-clause (c) below.

(b) The Committee shall consist of the following:

- (i) President
- (ii) Chair
- (iii) Treasurer
- (iv) Club Secretary
- (v) Development Secretary
- (vi) Tennis Captain
- (vii) Squash Captain
- (viii) Estates Secretary
- (ix) Social Secretary
- (x) Bar Secretary

The Club Manager, if any, shall be an ex-officio member of the committee but shall not be entitled to a vote. If at any time there is no Club Manager any references herein to the Club Manager shall be deemed to be references to the Club Secretary.

- (c) The Committee shall have power at any time to fill any vacancies that may occur between Annual General Meetings.
- (d) Any member of the Committee may resign by giving two weeks prior notice to the Chair and all shall retire upon their successors being elected at an Annual General Meeting, but shall be eligible for re-election at that Meeting.
- (e) Committee Meetings shall be held not less than once in every two months and the quorum of the Committee shall be six members.
- (f) At Committee Meetings the Chair shall preside, but if absent, a chair shall be elected to preside; members of the committee present shall have the right to vote and decisions at the meetings of the Committee shall be by simple majority of those present and voting.
- (g) The Committee may from time to time make, vary and revoke bye-laws or regulations not inconsistent with these rules for the regulation of the internal and financial affairs of the Club and the conduct of the members. All bye-laws shall, until revoked by the Committee, be binding on the members.
- (h) Members of the Committee shall not be liable (otherwise than as members of the Club) for any loss suffered by the Club as a result of the discharge of their respective duties on its behalf, except such loss as arises from their respective wilful default, and they shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities incurred by them.
- (i) Each tennis member of the 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 the Disciplinary Code (as defined in Clause 9 hereof), such agreement to contain an express acknowledgement that the Contracts (Rights

As amended up to and including 28th January 2021

of Third Parties Act 1999) applies and that the club can enforce any breach at its option and its sole discretion

4. MEMBERS

- (a) Every candidate for membership shall apply for membership on the application forms provided.
- (b) Every person applying for membership shall become a member on payment of the appropriate joining fee and annual subscription unless the committee shall reject such an application.
- (c) The Club Manager shall keep a register of members in their particular category of membership and enter in it the name, address, email address and phone number of all persons who become members.
- (d) A Member shall cease to be a member:
 - (i) If he or she gives to the Club Manager written notice of resignation of his or her membership not less than one month before his or her subscription becomes due, failing which membership is deemed to continue until and resignation to take effect from the next following date on which payment of subscription is due and the subscription for the year for which membership is deemed to continue shall be payable.
 - (ii) If he or she fails to pay any subscription after two applications for payment have been made by the Club.
 - (iii) If the member, having committed some act or been guilty of some behaviour inconsistent with the standard of behaviour to be expected by a member of the Club, or whenever the Committee considers it in the best interests of the Club to do so, the Committee resolves to remove him or her from membership.
- (e) No person whose membership has been terminated under rule 4(d)(ii) and/or 4(d)(iii) or who owes money to the Club shall be introduced by any other member as a guest to any part of the Club premises.
- (f) Membership of the Club may be divided into such classes as the Committee may from time to time decide.
- (g) The Committee shall have power to confer Honorary Life Membership on any member in recognition of exceptional services.
- (h) Subject to these rules, membership of the Club shall be open to all without regard to race, colour, disability, gender or sexual orientation.

5. ENTRANCE FEES AND SUBSCRIPTIONS

- (a) Every Member shall pay on being admitted to the Club such entrance fee and subscription as shall have been determined from time to time by the Committee relevant to the appropriate class of membership applied for. The Committee may remit the whole or part of the entrance fee of any Member.
- (b) Subscriptions shall be payable in such manner and at such time as the Committee may from time to time determine.
- (c) The Committee shall have discretion to waive payment of a membership fee by any member who has played tennis or squash for Hertfordshire or Middlesex in the preceding year.
- (d) No member shall be entitled to a refund of all or any part of his entrance fee and/or subscription.

6. GUESTS

- (a) A guest may be introduced by a member who shall be responsible for entering the guest's name and address in the Visitors Book and for payment of a fee, the amount of which shall be fixed from time to time by the Committee at its discretion.
- (b) The member introducing a guest shall be responsible for such guest strictly observing these rules and the Club bye-laws and shall not leave the Club premises before the guest.

As amended up to and including 28th January 2021

- (c) No member may introduce the same guest on more than six occasions in any one calendar year.

7. GENERAL MEETING

- (a) An Annual General Meeting shall be held each year, not later than 15th November and not more than 15 months shall elapse without a general meeting.
- (b) The business of the Annual General Meeting shall be:
 - (i) To receive and, if approved, adopt the minutes of the last Annual General Meeting.
 - (ii) To receive a report of the activities of the Club during the preceding year.
 - (iii) To receive the Treasurer's report on the financial position of the Club.
 - (iv) To elect the officers and other members of the Committee.
 - (v) To receive and, if approved, adopt the annual accounts of the Club for the year ending 31 March immediately preceding the AGM, such accounts (aa) to be prepared for the club by a qualified accountant or firm and (bb) if thought appropriate by the Committee, to be examined by another qualified accountant.
 - (vi) To consider and sanction alterations to these rules, proposed by the Committee.
 - (vii) To deal with any special matter that the Committee may desire to place before the Club.
 - (viii) To receive suggestions for subsequent consideration by the Committee.
- (c) Notice convening the Annual General Meeting shall be sent to members either by email to the address of a member who has provided such address or by post to each member at his or her last known address not less than ten days before the meeting and shall specify the matters to be dealt with. It shall be permissible for one notice of meeting to be emailed or posted to all members residing at the same address.

No business other than that specified under the foregoing provisions shall be dealt with at an Annual General Meeting.

- (d) Inadvertent failure to dispatch to not more than 20 members notice of the Annual General Meeting or a Special General Meeting shall not invalidate the meeting.
- (e) A Special General Meeting may be convened at any time upon either a resolution of the Committee or a requisition setting out the resolution or resolutions to be proposed thereat. The requisition must be signed by whichever shall be the lesser of thirty members or one fifth of the total number of members. It shall be served on the Club Secretary by personal delivery or registered post, and the Club Secretary shall convene such meeting not more than forty-two days thereafter. If the Club Secretary does not give notice of the Meeting pursuant to the requisition on or before the expiry of 42 days from service of the requisition, the requisitionists or any one or more of them on behalf of the others may give notice of the Meeting, such meeting to be held not more than twenty-eight days thereafter.
- (f) The business which may be conducted at a Special General Meeting may be any one or more of the following:
 - (i) To consider and, if approved, sanction any alteration to these rules.
 - (ii) To deal with any special matter which the Committee may desire to place before the members.
 - (iii) To receive the resignation of the Committee or to remove any members or member from office and to fill any vacancy or vacancies caused thereby.
 - (iv) To deal with any special matter which the requisitionists may desire to place before the Club.
- (g) Notice convening a Special General Meeting shall be sent in the same manner as notice of an Annual General Meeting under clause 7 (c) hereof. No business other than that specified in the notice shall be dealt with at a Special General Meeting.
- (h) Resolutions at Annual General Meetings shall be passed by a simple majority of the votes entitled to be cast by the members present at the Meeting.
- (i) Resolutions at Special General Meetings shall be passed by a majority of two thirds of the votes entitled to be cast by the members present at the meeting.
- (j) Each member shall have one vote on every resolution at Annual General Meetings and Special General Meetings.

As amended up to and including 28th January 2021

- (k) At General Meetings the Chair of the Club shall preside, but if absent, a Chair shall be elected to preside.
- (l) In the event of equality in voting at an Annual General Meeting the President (or acting Chair at that meeting) shall have a second or casting vote, but there shall be no second or casting vote on any resolution proposed at a Special General Meeting.
- (m) For the purposes of voting at general meetings of members of the Club, a person shall be entitled to vote only if the person is a fully paid up member paying a full adult subscription, or if the person is a fully paid up social member who had been a member paying a full adult subscription during five or more years before becoming a social member, or if the person is a life member.

8. PERMITTED HOURS

- (a) The Club shall be open daily 8.00am to 11pm or such other hours as may be determined by the Committee. The hours for the sale of intoxicating liquor to members will be in accordance with the provisions of the Licensing Act 2003 and the premises licence issued by the Local Authority and subject thereto shall be fixed by the Committee.
- (b) The supply of all intoxicating liquor and soft drinks shall be under the control of the Committee on behalf of the Club and it shall fix the prices at which these refreshments shall be supplied to members and their bona fide guests. The Committee reserves to itself the right to close the bar at any time and to refuse to serve refreshments to any member.

9. TENNIS SECTION RULES

The following rules shall apply to members of the tennis section of the Club

- 9.1. Defined terms
 - 9.1.1 In this clause, unless the context requires otherwise:
 - "Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
 - "LTA" means LTA CLG and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
 - "Tennis member" for the purpose of this clause means a member of the tennis section of the Club;
 - "Tennis rules" means the rules of the LTA as in force from time to time;
 - 9.2.1 Each tennis member agrees as a condition of membership:
 - (a) to be bound by and subject to these rules (as in force from time to time);
 - (b) to be bound by and subject to the Tennis Rules and the Disciplinary Code.
 - 9.2.2 Rule 9.2.1 confers a benefit on the LTA and, subject to the remaining provisions of this clause, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act"). For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 9.2.1, should be enforceable, by virtue of the Act, by any person who is not a party to this agreement.
 - 9.2.3 The Committee may 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 clause.
- 9.3 Tennis coaches and players

The Club agrees that all unlicensed and unregistered tennis coaches and, so far as reasonably practicable, tennis players and other persons using the tennis 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 the Disciplinary Code, such agreement to contain an express acknowledgement that the Act applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

10. COMPANY SHARES

The "A" Shares of the Oakleigh Park and Chandos Lawn Tennis Club Limited ("the Company"), being the property of the members of the Club, shall be held as nominees for the members by the President, Chair and Treasurer or other members nominated by the Committee of the Club from time to time. If any such person shall cease to hold his or her office or membership of the Committee, the share or shares standing in his or her name shall be transferred to his or her successor in such office or Committee membership.

11. BORROWING

- (a) The Committee shall have the power to borrow for the purposes of the Club such money and at such rate of interest as the Committee may decide.
- (b) The holders of the "A" shares of the Company shall at the direction of the Committee make all dispositions of the shares and/or the property and/or land of the Company and enter into any agreements in relation to it as the Committee deems proper for giving security for any loans and interest.

12. DECLARATION

The Club shall be a non-profit making organisation and any surplus funds shall be held for the benefit of the Club and shall not be distributed to members.

13. DISSOLUTION

- (a) If the Club has less than 25 members or if at any general meeting a resolution for the dissolution of the Club is passed by a majority of the members present and entitled to vote, and if that resolution is confirmed by a resolution passed by a majority of two thirds of the members present and entitled to vote at a special general meeting held not less than one month after that meeting at which not less than one half of the members entitled to vote are present, the committee must immediately or at such future date as is specified in the resolution proceed to realise the property of the club including the "A" shares of the Company.
- (b) In the event of the dissolution of the Club, the assets of the Club and the Company remaining after payment or satisfaction of the debts and liabilities of the Club and the Company and the costs of winding up the Club and the Company shall be distributed to either a registered CASC or registered charity having similar objects to those of the Club or to the Lawn Tennis Association and/or Squash England for use by them in community related sports activities.

As amended up to and including 28th January 2021