



CONSTITUTION

OCTOBER 2023

1. Name:

The Club, established in 1905, is called Ormskirk Tennis Club.

2. Definitions:

The Chairman means the person elected from time to time to be the Chair of the Club in accordance with Rule 9.

The Honorary Secretary means the person elected from time to time to be the Honorary Secretary of the Club in accordance with Rule 9.

The Honorary Treasurer means the person elected from time to time to be the Honorary Treasurer of the Club in accordance with Rule 9.

The Trustees means the persons appointed from time to time to be Trustees of the Club in accordance with Rule 11.1

CLTA means Lancashire County Lawn Tennis Association

The game means the game of tennis.

LTA means LTA CLG and its subsidiaries or such successor, entity or entities as become the governing body of the game of Lawn Tennis from time to time.

Disciplinary Code means the Disciplinary Code of the LTA in force from time to time.

Rules means the rules of the LTA.

The member means a member of the Club/Registered Place to Play.

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;

To provide social and other activities and generally to encourage and facilitate the playing of tennis in the area of West Lancashire and in the local community.

To provide and maintain the Club premises at Ormskirk Tennis Club and club owned tennis equipment for the use of its members.

To promote, improve, develop and support the interests of tennis.

To provide other ordinary benefits of an amateur sports club, including medical treatment and refreshments.

To sell or supply food or drink as a social adjunct to the sporting purposes of the Club.

To affiliate to the CLTA, (and by doing so affiliate to the LTA) and to comply with and uphold the Rules and Regulations of the 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.



To acquire, establish, own, operate and turn to account in any way for the member's benefit the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable.

Subject to regard, by the Management Committee, to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulation, bye laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against members.

Subject to regard to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline members were permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or CLTA as the Club, via the Management Committee, deems appropriate.

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.

If the Club, via the Management Committee, deem appropriate - to make donations or offer support to Lawn Tennis Clubs, which are charities or Community Amateur Sports Clubs.

4. Application of Surplus Funds:

4.1 The Club is a non-profit making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than in accordance with Clause 24.3 on winding up or dissolution 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 at the Club.

5. Eligibility for Membership:

5.1.1 Persons of either sex are eligible for full adult membership of the Club provided that they are at least eighteen 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.

5.1.2 Persons below the age of eighteen 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.



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. Every candidate for membership shall be considered by 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. A person shall not be entitled to any of the 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 passed.

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 rules and regulations of the relevant CLTA (subject to clause 5.3.3), and
- (B) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code (subject to clause 5.3.3).

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 For the sake of clarity, any decision the Club takes, executed by the Management Committee on its behalf, supersedes that of CLTA and/or LTA in relation to any activity undertaken on the premises of Ormskirk Tennis Club and which is not subject to sanction by the CLTA or LTA. Where a contradiction in decision is likely to occur, the Management Committee, of representative thereof, shall consult with the CLTA and/or LTA regarding potential consequences/implications of the proposed decision(s) before they are finalised and communicated to affected parties.

5.3.4 The Club agrees that all unlicensed and unregistered coaches and so far, as is reasonably practical 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 and the Rules and the Disciplinary Code. Such agreement is 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 of its option and in its sole discretion.

5.3.5 The Management 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 rule.

5.4 Classes of members:

5.4.1

There shall be the following classes of members of the Club;

- a. Senior Member
- b. Young Adult
- c. Student
- d. Country Member
- e. Parental/Guardian Member
- f. Junior Member
- g. Mini Member
- h. Household 1, (couples)
- i. Household 2, (single parent)
- j. House Member
- k. Honorary Member

The foregoing classes are hereby defined as follows: -

- a. Senior Member, paying such subscription as the Club may prescribe, who shall be entitled to vote on any matter affecting the Club.
- b. Young Adult Member, those aged 18 - 24 who are not in full time education, paying such subscription as the Club may prescribe, who shall be entitled to vote on any matter affecting the Club.
- c. Student Member, those aged 18 and over who are in full time education, paying such subscription as the Club may prescribe, who shall be entitled to vote on any matter affecting the Club.
- d. Country Member, for adult members whose primary residence, as listed on the electoral roll, is more than 25 miles from the club, paying subscription and enjoying such amenities as the Committee may prescribe, but not entitled to vote on any matter affecting the Club.
- e. Parental / Guardian Member, any parent of a junior member who is aged ten years or under at the time of joining. Parental Members will be allowed to play on the courts, when available, with their own children for a reduced annual fee. They will be entitled to use the Club amenities but not be entitled to vote on any matter affecting the Club, or to take part in matches, tournaments, senior social play or become team members.
- f. Junior Member, aged 11-17, a person aged seventeen years and under paying subscription and enjoying such amenities as the Committee may prescribe, but not entitled to vote on any matter affecting the Club.
- g. Mini, aged 4 - 10, a person aged ten years and under paying subscription and enjoying such amenities as the Committee may prescribe, but not entitled to vote on any matter affecting the Club.
- h. Household 1, (couples), paying such subscription as the Club may prescribe, who shall be entitled to vote on any matter affecting the Club. If two adults residing at the same address pay for Senior Membership, all children aged 17 and under, in the household will get free membership.
- i. Household 2, (single parent), paying such subscription as the Club may prescribe, who shall be entitled to vote on any matter affecting the Club. If a single parent pays Senior Membership, all children aged 17 and under, in the household will get free membership.



j. House Member, a non-playing member who shall not be entitled to vote on any matter affecting the Club.

k. Honorary Member, a member who is elected by invitation to be an Honorary Life Member at any Annual General Meeting shall therefore be entitled to all the privileges of full membership without paying the annual subscription. In order to be awarded Honorary Life Membership the following criteria must be met:

Honorary Life members must:

- Have been a member of Ormskirk Tennis Club for a minimum of 20 years.
- Have made a positive, significant and sustained contribution, on a voluntary basis, to the Club over a minimum of 10 years.
- Have served as a member of the Management Committee for at least 5 years.

Any voting member of Ormskirk Tennis Club may propose a member for Honorary Membership but the Committee must agree to the nomination by a majority of at least two thirds with at least two thirds of the Committee Members in attendance at the meeting.

Any nomination from the Committee must be ratified at the AGM by a majority of at least two thirds of the eligible voting members present.

5.5 Subscriptions:

5.5.1 The 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. There is no entrance fee for use of the courts for members of the Club

5.5.2 The Members shall pay any annual subscription fees set by the Management Committee from time to time.

- a. The annual subscription of the members shall be due on 1st April in each year at the rates fixed at the Annual General Meeting. No Member shall be selected to play in League Matches or teams until the annual subscription has been paid.
- b. In the case of a new member joining after 31st May the Committee may, at their discretion, permit a reduced subscription for that year.
- c. Winter Membership shall be available from 1st September to 31st March.

5.5.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid his subscription.

5.5.4 Any Member whose subscription is not paid by such date as the Management Committee shall decide each year, currently 30th April, shall be deemed to have let his membership of the Club lapse.

6. Resignation:

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 with any condition of membership set out in these rules.

7. Expulsion:

7.1 The Management Committee shall have the power to expel a Member when, in its opinion, it would not be in the interests of the Club or the Sport for him to remain a member.



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 the opportunity to make written representations and appear before the Management Committee, and to be accompanied by a friend or representative, 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 an Extraordinary General Meeting and decide by a majority vote of members present and voting at such meeting.

8. Effect of Resignation or Expulsion:

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

9. The Management Committee:

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

Officers;

- The Chairman
- The Vice Chairman
- The Honorary Secretary
- The Honorary Treasurer
- The Membership Secretary
- The Club Captain
- The Welfare Officer

Other Management Committee Members;

To be proposed by the Management Committee, and elected annually at the Annual General Meeting. The Management Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.

9.2 The Officers of the Club shall be elected at each Annual General Meeting. Any nomination for an officer of the Club must be proposed and seconded by a Club Member who is eligible to vote no later than one month prior to the date of the Annual General Meeting. Nominations after this date will not be accepted.

9.3 Each Member of the Management Committee must satisfy HMRC's fit and proper person test to be 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.

9.4 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 Disciplinary Code (subject to clause 5.3.3)., such an 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 its sole discretion (subject to clause 5.3.3).



9.5 The Members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such a 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 Member's powers. The Members of the Management Committee may revoke any delegation or alter its Terms and Conditions.

9.6 Any person nominated as a member of the Management Committee must be a full Member of the Club.

9.7 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 be determined by the incumbent Chairman.

9.8 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 reelected or elected (as the case may be) at the Annual General Meeting following their reelection or election.

9.9 A Member of the Management Committee shall be deemed to have vacated office if:

- a) he becomes bankrupt or make any arrangement or composition with his creditors generally; or
- b) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that the person has become physically or mentally incapable of acting was a member of the Management Committee and may remain so for more than three months; or
- c) 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
- d) he resigns his office by notice to the Club; or
- e) he shall without sufficient reason for three or more consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office may be vacated; or
- f) he is requested to resign by all of the other members of the Management Committee acting together.

9.10 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 the 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.

10. Proceedings of the Management Committee:

10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall be not less than 10 meetings each year. The quorum for such meetings shall be 6. The Chairman and the Honorary Secretary shall have the 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 three days' notice of the meeting.



10.2 All Management Committee and Sub Committee Meetings shall be held in person and /or online.

10.3 All decisions pertaining to the management of the club, including its finances, can be taken in person and /or online.

10.4 The Chairman shall be the Chairman of the Management Committee unless he is unwilling to do so. The Chairman shall preside at each 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 he is not present within the appointed time of the meeting, the Vice Chair shall preside. If there is no Vice Chairman, or 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.

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

10.6 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.

10.7 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 the power to enter into contracts for the purposes of the Club on behalf of all the Members.

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

11 Trustees:

11.1 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 so willing to be 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.

11.2 Trustees shall be ex officio members of the Management Committee and entitled to vote at all meetings thereof and be elected as Honorary Life members of the Club.

An Honorary Life member is a member who is elected by invitation. An Honorary Life Member shall be entitled to all the privileges of full membership without paying the annual subscription. In order to be awarded Honorary Life Membership the following criteria must be met:

- Have been a member of Ormskirk Tennis Club for a minimum of 20 years.
- Have made a positive, significant and sustained contribution, on a voluntary basis, to the Club over a minimum of 10 years.
- Have served as a member of the Management Committee for at least 5 years.

Any voting member of Ormskirk Tennis Club may propose a member for Honorary Membership but the Committee must agree to the nomination by a majority of at least two-thirds with at least two-thirds of the Committee Members in attendance at the meeting.



Any nomination from the Committee must be ratified at the AGM by a majority of at least two thirds of the eligible voting members present.

11.3 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 borrowing or raising 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.

11.4 The number of Trustees shall be not more than four or less than three.

12 Annual General Meeting:

12.1 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 auditor's report on the accounts and the Honorary Treasurer's report as to the financial position of the Club.
- c. to remove and elect the auditor or confirm that he remains in office.
- d. to elect the Officers and other Members of the Management Committee.
- e. to decide on any resolution which may be duly submitted in accordance with Rule 12.2 below.
- f. to deal with any other matters which the Management Committee desires to bring before the membership.

12.2 Notice of any resolution to be proposed to be moved at the Annual General Meeting shall be given in writing to the Honorary Secretary not less than 28 days before the meeting.

12.3 No period greater than fifteen months shall elapse between one Annual General Meeting and the next.

- a. The Annual General Meeting of the Members shall be held in October of each year in person and/or virtually.
- b. The Honorary Secretary shall give a minimum of fourteen days written notice to Voting Members of the date and time fixed for the meeting.
- c. No business shall be transacted at the Annual General Meeting unless at least fifteen Senior Voting members are present.
- d. Attendance at the AGM may be in person and/or online. Any decisions and votes taken at the AGM will be valid either in person or online. Online attendance will have the same validity as physical attendance in all matters.

13 Extraordinary General Meeting:

An Extraordinary General Meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Honorary Secretary of a requisition in writing signed by no fewer than seven Voting Members requiring a General Meeting to be called and setting out the matters to be dealt with at the meeting. No other business shall be considered at such a meeting.



The Honorary Secretary shall give seven days written notice to Members of the date and time fixed for the meeting and set out there in the matters to be considered.

14 Procedures at the Annual and Extraordinary General meetings:

14.1 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 the Annual General Meeting, the names of the persons proposed to be elected as officers 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 receive notice, or the accidental omission of such details in any notice, shall not invalidate the proceedings at the meeting.

14.2 The quorum for the Annual and Extraordinary General Meetings shall be 15 voting members. No business other than the appointment of the Chairman of the meeting shall be transacted at the General Meeting if the persons attending, in person and/or online, do not constitute a quorum. 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 other members of the Management Committee present to preside and if no the 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.

14.3 Attendance at the AGM and EGM may be in person and/or online. Any decisions and votes taken at the AGM, including matters pertaining to finance, will be valid either in person or online. Online attendance will have the same validity as physical attendance in all matters.

14.4 The Chairman of the meeting may permit persons who are not members to attend and speak at a meeting.

14.5 Each Senior, Student, Young Adult, Household (1 & 2) and Honorary member over the age of eighteen, 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.

14.6 No objection may be raised as to the qualification of any person voting at a 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.

14.7 The Honorary Secretary, or in his absence a Member of the Management Committee, shall take minutes at the Annual and Extraordinary General Meetings.

14.8 There shall be no right for Members to vote by proxy. No person may represent more than one member.

15 Purchase and Supply of Liquor:

Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Management Committee.

16. Commission:

16.1 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.



16.2 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.

17 Guests:

17.1 Any member may introduce guests to the Club, 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.

17.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 17.1 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.

17.3 No one may be admitted as a playing guest on more than three occasions in any calendar year as per the Visitor's Policy.

18 Opening of Club Premises:

The Club is open between 8:00am and 11:30pm on each day or at such other times or for such other periods as the Management Committee shall decide. The Club's facilities shall be available to the Members without discrimination.

19 Permitted Hours:

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

The permitted hours for the sale and supply of intoxicating liquor shall be as follows:

Monday to Thursday	18:30 to 22:30
Friday	18:30 to 23:00
Saturday	11:30 to 14:00
and	16:00 to 23:00
Sunday	12:00 to 15:00
and	17:00 to 19:30

Provided that no intoxicating liquor shall be supplied at any time on Christmas Day, Good Friday and New Year's Eve in each year.

19.1 Sale of Intoxicating Liquor:

Intoxicating liquor may be sold by the Club for consumption on the premises by bona fide members of any other club whose team is playing on the Club's premises during the day on which such team is playing or to guests of Club members. Subject as aforesaid no intoxicating liquor shall be sold to any person, whether or not a member, who is under the age of eighteen years of age.



20 Alteration of the Rules:

20.1 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 or 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.

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

21 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.

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.

22.2 All transactions pertaining to the club may be by online bank transfer, cheque, debit card or other method approved by the Management Committee.

22.3 No sum shall be drawn from that account except: 1, by cheque signed by two of the three signatories who shall be Chairman, Honorary Secretary and Honorary Treasurer, 2, by online payment requiring only one signatory, or 3, by debit card payment requiring only one signatory. Any monies not required for immediate use may be invested as the Management Committee, in its discretion, thinks fit.

22.4 All monies payable to the '100 Club' Account 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 100 Club. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be Chairman, Honorary Secretary and Honorary Treasurer of the 100 Club Account. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

22.5 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.

22.6 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 person or persons for services rendered to the Club.

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

22.8 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditors. The Annual Statement of Accounts and Balance Sheet shall be made up to 31st August in each year and, after audit, shall be printed and reported to Members at the Annual General Meeting. An Honorary Auditor of the Club's Accounts and Books shall be appointed at the Annual General Meeting.

23 Borrowing:

23.1 The Management Committee may borrow a maximum total amount of £10,000 on behalf of the Club for the purposes of the Club from time to time and at its own discretion and, with the sanction of a General Meeting, any further money above that sum.

23.2 When so borrowing the Management Committee shall have the 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.

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 monies 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 Minute Book shall be conclusive evidence of such a resolution.

24.2 The Trustees shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such Trustee 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 Trustee in accordance with the instructions of the Management Committee or of a General Meeting of the Club or otherwise in the discharge of his or their duties. The Management Committee may give to any Trustee 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.

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 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 after the discharge of the debts and liabilities of the Club shall be paid to or distributed 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.

This constitution was agreed by the Members at the Annual General Meeting of Ormskirk Tennis

Club held on 12th October 2023.

Signed:



**R.D.P. Owens
Chairman**