Milford Tennis and Squash Club - Rules

Issue and Amendment Number	Description	Date
Issue 3	Proposal for AGM 5.5.23	May 2023
Rule 8.2.6 Amendment 1	Introduction of approval at a General Meeting for expenditure over £50,000	May 5th 2023

Note that throughout this document words denoting the singular number include the plural number and vice versa.

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1.	**NAME**	The Club is called Milford Tennis and Squash Club (the Club).
2.	**DEFINITIONS**	**ALL OFFICERS OF THE CLUB ARE "HONORARY"**
	"Chair"	means the Member elected from time to time to be the Chair of the Club in accordance with Rule 6:1
	"Vice Chair"	means the Member elected from time to time to be the Vice Chair of the Club in accordance with Rule 6:1
	"Secretary"	means the Member elected from time to time to be the Secretary of the Club in accordance with Rule 6:1
	"Treasurer"	means the Member elected from time to time to be the Treasurer of the Club in accordance with Rule 6:1
	"Membership Secretary"	means the Member elected from time to time to be the Membership Secretary of the Club in accordance with Rule 6:1
	"ex-Officio members"	means the Members elected from time to time to represent the various Club activities in accordance with Rule 6:1
	"Management Committee"	means the Committee appointed pursuant to Rule 6:1 to manage the Club;
	"Members"	means the Members of the Club admitted from time to time to

	membership of the Club in accordance with Rule 4;
"President"	means the Person elected from time to time to be the President of the Club in accordance with Rule 6:1;
"Trustees"	means the Persons appointed from time to time to be the Trustees of the Club in accordance with Rule 6.3.6;
“LTA"	means the Lawn Tennis Association
"CLTA"	means Hampshire County Lawn Tennis Association;
“ES”	means England Squash
“CSRA”	means the Dorset and Hampshire County Squash Racquets Associations;
“Independent Examiner”	means a Member of the Institute of Chartered Accountants in England Wales or such other professional body acceptable to the Management Committee.

3. OBJECTIVES

3.1 The objectives of the Club are to:-

(a) provide tennis, squash, social and other activities for its Members and generally to encourage and facilitate the playing of these activities;

(b) provide and maintain Club premises at Lucerne Road Milford on Sea;

(c) promote, improve, develop and support the interests of tennis & squash;

(d) affiliate to the LTA (and by doing so affiliate to the CLTA) and to comply with and uphold the Rules and Regulations of the LTA and the CLTA as amended from time to time and the rules and regulations of any body to which the LTA is affiliated;

(e) affiliate to England Squash (and by doing so affiliate to the CSRA) and to comply with and uphold the Rules and Regulations of ES and the CSRA as amended from time to time and the rules and regulations of any body to which England Squash is affiliated;

(f) acquire, establish, own and operate in any way the tennis, squash and other facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

(g) 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) discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or CLTA or ES or CSRA (as appropriate) where so required by the Rules and Regulations of the LTA or ES or the CLTA or CSRA (as the case may be);

(i) do all such other things as the Management Committee decides, to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objectives stated in this Rule 3.

4. MEMBERSHIP

4.1 **Eligibility** - Membership of the Club is open to all the community and without discrimination on the grounds of ethnicity, nationality, sexual orientation, religious beliefs, age or disability – except as a necessary consequence of the requirements of a particular sport. Persons aged 18 years and over are eligible for Senior membership. Those below the age of 18 may join as Junior Members without the right to hold office or vote at general meetings.

4.2 **Admission** - Prospective new Members are treated as guests and must pay and be recorded as such. On joining, their entrance fee and annual subscription will be charged at the current rates, as approved at the latest Annual General Meeting (AGM). Every candidate for membership of the Club shall complete an application form and submit it to the Membership Secretary.

The Candidate's full name and address must be communicated in writing to the Membership Secretary. The Club does not offer honorary or discounted membership of any kind.

4.2.1 Candidates for membership shall be considered by the Membership Secretary. If the Membership Secretary, for any reason, has doubts as to an applicant's suitability for membership, the application will be referred to the Management Committee which may, by a simple majority, reject the application.

4.2.2 Visiting players participating in "Open" events or matches against the Club and guests attending such events or the Club's social functions shall be considered as Club Members for the duration of that particular event.

4.3 CATEGORIES

Members shall be entitled to take part in the sports/activities for which a membership subscription has been paid. For all Members this also includes all social activities. Only Members may participate in Club Closed events. Club Open Events shall include non-Members and eligibility shall be clearly stated on the relevant notices.

4.3.1 There shall be the following **Categories** of membership for the Club:

SENIOR MEMBERSHIP – Tennis, Squash and Social Members over 18 years of age

Single Membership applies to Members over 25 years of age and shall be limited to the Member and occasional paying visitor or houseguest (i.e. 4 free visits each per annum).

Family Membership shall comprise a senior Member over 25 years of age, spouse/partner, named dependent children up to 18 years on 1st May or in full time education and houseguests limited to 4 free visits per annum.

Concessionary Membership applies to Senior Members normally resident outside a 25 mile radius from the Club and those aged between 18 and 25.

Only Senior Members shall be entitled to receive notice of, attend and vote at General Meetings.

JUNIOR MEMBERSHIP

Junior 'A' Member – Tennis, Squash, Over 13 and under 18 on 1st May.

Junior 'B' Member – Tennis, Squash, Under 13 on 1st May.

The Junior Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at General Meetings.

4.4 MINIMUM NUMBER. If the total number of Members (all categories) of the Club at any time falls below 50, then a resolution to dissolve the Club shall be proposed by the Management Committee (para. 6.8.1).

4.5 SUBSCRIPTIONS

4.5.1 The entrance fee and annual subscription for each category of membership shall be determined from time to time by the Management Committee and shall be subject to ratification at the Annual General Meeting (AGM). The annual subscription shall be effective from 1st May each year.

4.5.2 No candidate who has applied for membership shall be entitled to the privileges of membership until they have paid the entrance fee and first subscription.

4.5.3 Any Member who fails to pay their subscription by 31st May will pay a penalty.

4.5.4 Any Member who fails to pay their subscription by 30th June shall be deemed to have resigned their membership of the Club. Those whose membership has lapsed for any reason, or whose membership has been withdrawn may be required to pay an entrance fee if re-joining.

4.5.5 New Members applying to join after 31st May will be liable for a proportion of the annual subscription.

4.5.6 It is each Member's responsibility to advise/update the Membership Secretary of their contact information if there are any subsequent changes to that advised on the application form.

4.6 RESIGNATION/ EXPULSION

4.6.1 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.

4.6.2 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interest of the Club for them to remain a Member.

4.6.3 A Member shall not be expelled unless they are given 14 days' written notice of the meeting of the Management Committee at which written details of the complaint made against them and their expulsion shall be considered.

4.6.4 The Member shall be given an opportunity to make written representations and to appear before this meeting of the Management Committee, to answer complaints made against them. They cannot be expelled unless at least two-thirds of the Management Committee vote in favour of their expulsion.

4.6.5 Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and they have no right to the return of any part of their subscription.

4.7 CLUB TOURNAMENTS AND CHAMPIONSHIPS

Only Members may participate in Club Closed Tournaments and Championships as designated on the entry forms. Eligibility for Open events shall be clearly stated in all relevant notices.

5. GUESTS

5.1 Any Member may introduce guests to play at the Club, provided such a guest has not had their application for membership declined or been expelled from the Club.

5.2 Before commencing play the names of the Member and relevant guest(s) must be recorded in the Guest Book (in the Entrance Hall) and any appropriate guest fee(s) paid.

5.3 No guest may be admitted to play at the Club on more than four occasions in any calendar year.

5.4 The Member introducing a guest will be responsible for their conduct whilst on Club premises.

6. MANAGEMENT

6.1 Committee

6.1.1. Each member of the Management Committee must agree to comply with all Club rules; the Privacy Policy; LTA Codes of Conduct; ES Codes of Conduct; Safeguarding Guidelines; the Club equality and diversification policies as well as any safety guidelines.

6.1.2 The Club shall be managed by a Management Committee consisting of Chair, Vice Chair, (see 6.1.10), Secretary, Treasurer, Membership Secretary and no more than eight ex-Officio Members**.**

6.1.3 The Secretary shall publicise to the Members each year a nomination form for the election of prospective new Members of the Management Committee who must agree and be nominated by any two Senior Members on the form prescribed by the Management Committee; this must be submitted to the Secretary 10 days before the AGM. No Member may nominate more than one candidate for any one vacancy. Nevertheless if no nomination is received for a vacancy beforehand nominations may be accepted and voted upon at the AGM. Existing members of the Committee may offer themselves for re-election without nomination.

6.1.4 Any person nominated as a Member of the Management Committee must be a Senior Member of not less than one year's standing.

6.1.5 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed. If there is more than one candidate for any particular vacancy there shall be an election at the AGM for that position.

6.1.6 The Management Committee shall be elected at the next AGM 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 next AGM. Names of Committee Members and Trustees shall be posted on the Club website.

6.1.7 In addition to the Members elected or appointed in accordance with this Rule 6, the Management Committee may co-opt up to two further Members who shall serve until the next AGM. Co-opted Members may be entitled to vote at the meetings of the Management Committee.

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

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

6.1.10 A Vice Chair may be nominated and elected in the year prior to the retirement of the Chair.

6.1.11 The President shall be nominated and elected at the AGM and act for three years, at the end of which the President may stand for re-election.

6.1.12 A Member of the Management Committee shall be deemed to have vacated office if they:-

(a) resign their office by notice to the Club;

(b) shall without sufficient reason for more than three consecutive meetings of the Management Committee, been absent without permission of the Management Committee and the Management Committee resolves that their office be vacated;

(c) are suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the LTA or the CLTA, ES or CSRA;

(d) are requested to resign by not less than two-thirds of the other Management Committee members acting together.

6.2 REGULATIONS, BYE-LAWS & STANDING ORDERS

6.2.1 The Management Committee shall have power to make, repeal and amend such regulations, bye-laws and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations, bye-laws and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee. Bye-laws shall be posted on the appropriate Club notice board and on the Club website.

6.3 PROCEEDINGS OF THE MANAGEMENT COMMITTEE

6.3.1 Management Committee meetings shall be held as often as the Management Committee decides, provided that there shall not be less than 6 meetings each year. The quorum of such meetings shall be 5. The Chair 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 7 days' notice of a meeting.

6.3.2 The Chair shall preside at every meeting of the Management Committee at which they are present. If they are not present within five minutes after the time appointed for the meeting, the Vice-Chair shall preside. If there is no Vice-Chair, the members of the Management Committee present may appoint one of their number to be Chair of the meeting.

6.3.3 Decisions of the Management Committee shall be made by a simple majority and in the event of equality of votes the Chair (or the acting Chair of that meeting) shall have a casting vote.

6.3.4 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 relevant bye-law and directions of the Management Committee.

6.3.5 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 persons providing services to the Club. Committee members shall have power to enter into contracts for the purposes of the Club at an amount set by the Management Committee from time to time. A minimum of two estimates are first to be submitted to the Committee for consideration, if the contract exceeds the agreed amount. This requirement would not be required for emergency work or if the Committee is satisfied that there are good reasons to use a particular supplier. These reasons must be clearly minuted.

6.3.6 The Management Committee shall appoint two professionally qualified persons from a local firm of Solicitors, who are not Club Members to act as Trustees. A fee may be agreed. The Club's freehold property title shall be vested in the names of the Trustees to be held on behalf of the Club who will hold the property title on behalf of the Club.

6.3.7 The Trustees shall hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a General Meeting. The Chair from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chair shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment.

Any statement of fact in any such deed of appointment, in favour of a person dealing with the Club or the Committee, shall in good faith be conclusive evidence of the fact so stated.

6.3.8 The members of the Management Committee shall be entitled to be re-imbursed by the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

6.3.9 The Management Committee may invite the President and the Independent Examiner to attend meetings of the Management Committee but they shall not be entitled to vote or count towards a quorum.

6.3.10 The Secretary or in their absence, a member of the Management Committee shall take minutes.

6.4 ANNUAL GENERAL MEETING (AGM)

6.4.1 The Annual General Meeting of the Club shall be held each year within 90 days of the Financial Year end to transact the following business to:-

(a) approve the minutes of the previous AGM;

(b) receive the Chair's report of the activities of the Club during the previous year;

(c) receive and consider the accounts of the Club for the previous year, the Independent Examiner’s report on the accounts and the Treasurer's report as to the financial position of the Club;

(d) ratify the subscriptions fees and supplements recommended by the Management Committee for the coming year (see para. 4.5.1);

(e) confirm that the Independent Examiner will remain in office or elect a new Independent Examiner;

(f) elect the members of the Management Committee;

(g) decide on any resolution which may be duly submitted in accordance with Rule 6.4.3 below;

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

6.4.2 Notice of the date and proposed agenda for a forthcoming AGM shall be posted on the Club notice board and be made available by written notice to each member at least 45 days before the meeting.

6.4.3 Any other business which is required to be transacted at the AGM shall hereafter be given in writing to the Secretary not less than 30 days before the meeting.

6.5 EXTRAORDINARY GENERAL MEETINGS (EGM)

6.5.1. An Extraordinary General Meeting shall be called within 21 days of receipt by the Secretary of a requisition in writing, signed by not less than 10 Members, stating the purposes for which the meeting is required and the resolutions proposed.

6.5.2 Notice of the proposed Agenda for the EGM shall be posted on the Committee notice board 14 days before the meeting.

6.6 SPECIAL GENERAL MEETINGS (SGM)

6.6.1 A Special General Meeting may be called by the Management Committee at any time by written notice to Members and displayed on the Committee notice board at least 14 days before the meeting.

6.7 PROCEDURES AT THE ANNUAL, SPECIAL AND EXTRAORDINARY GENERAL MEETINGS

6.7.1 The quorum for these meetings shall be 18 Members entitled to vote.

6.7.2 The Chair shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting or have signified their inability to be present at the meeting, the Members present may choose one of the other members of the Management Committee present to preside. If no other member of the Management Committee is present or willing to preside the Members present may choose one of their number to Chair the meeting.

6.7.3. Each Member present and qualified to vote shall have one vote and resolutions shall be passed by a simple majority unless specified elsewhere. The Chair of the meeting shall have an additional casting vote. Voting may be postal/ e mail and/or proxy as decided by the Management Committee.

6.7.4 The Secretary, or in their absence, a member of the Management Committee, shall take minutes at the Annual, Special and Extraordinary and Special General Meetings and, when approved by the Chair, display these minutes on the Committee Notice Board.

6.7.5 Resolutions carried at an EGM or SGM shall have the same effect as a resolution at an AGM.

6.8 DISSOLUTION

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

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

6.8.3 Any assets remaining after the discharge of the debts and liabilities of the Club shall be reinvested in approved sporting or charitable purposes to comply with the rules of a Community Amateur Sports Club.

7. LIQUOR

7.1 Commission

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

7.1.2 No one may directly or indirectly derive any pecuniary benefit from the supply of alcohol 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.

7.1.3 All alcohol consumed on Club premises or grounds must be purchased from the Club Bar from one of the approved volunteers listed in the bar area. This applies to all occasions whether formal or informal, planned or unplanned. Under no circumstances can alcohol be consumed within playing court areas.

7.2 OPERATION

7.2.1 Purchase for the Club and supply by the Club of alcohol must be in the absolute discretion of a Member appointed by the Management Committee.

7.2. 2 The Member appointed under 7.2.1 must not be in anyway restricted in freedom of purchase.

7. 2.3 The Committee shall agree those Members who are appointed to operate the bar.

7.3. LICENSING

The sale of alcohol shall be subject to the provisions of the Club Registration Certificate granted to the Club and all statutory regulations and requirements which shall be displayed within the bar area.

7.4 SALE OF ALCOHOL TO NON-MEMBERS

People, other than Members, who attend Club Open Events may be admitted to the Club's registered premises. Subject to any conditions attached to the registration certificate for the Club premises, alcohol may be sold to those persons by or on behalf of the Club for consumption on the premises and not elsewhere(para.4.2.2).

8. FINANCE

8.1 Financial Year

8.1.1 The Club's financial year shall be from 1st March to the last day of February of the following year

8.2 Operation

8.2.1 All monies payable to the Club shall be received by the Treasurer (general receipts) or Membership Secretary (membership related receipts) and shall be deposited in a bank account in the name of the Club. General payments on behalf of the Club, when approved by the relevant Committee Member, will be paid by the Treasurer, or in his absence the Chairman or Secretary, by EFT (Electronic Fund Transfer) or cheque. The Committee may assign signing powers or access to a Club debit card to other members for specific purposes such as the Tournament Account and Bar Account. The Committee may allow online viewing only to specific accounts to Members, if required to carry out their duties. All bank account movements are to be reviewed by an appointed Committee Member, other than the Treasurer, on a monthly basis. All monies not required for immediate use may be invested as the Management Committee decides.

8.2.2 Subject to rule 6.7, the income and property of the Club shall be applied only in furtherance of the objectives of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

8.2.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any Member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. No one may at any time receive at the expense of the Club any commission, percentage or similar payment on or with reference to purchases of goods and services by the Club.

8.2.4 The financial transactions of the Club shall be properly recorded by the Treasurer and Membership Secretary in such manner as the Management Committee decides,

8.2.5 The Management Committee will ensure that a Sinking Fund is in place so that funds are available to cover major regular costs (such as the replacement of the tennis court surfaces at the end of their lives, and major squash court refurbishment) and also funds for any other substantial costs which may affect the Club facilities. The Sinking Fund will be held separately from operating funds.

The sums set aside in the Sinking Fund can only be used for their designated purpose unless the Management Committee agree that a sum can be borrowed for a specific project, This can only be done on a temporary basis with an agreed repayment plan of 2 years or less and it will not affect the planned replacement of facilities covered by the Sinking Fund.

8.2.6 The Committee shall seek the consent of Members in General Meeting prior to commitment of any capital or other expenditure in excess of £50,000 (except where such expenditure involves re-surfacing one or more courts with the same or similar materials in which case no such consent shall be required).

8.3 ACCOUNTS

8.3.1 Full Accounts of the financial affairs of the Club shall be prepared each year and duly reviewed by the Independent Examiner. The Accounts shall be displayed on the Committee notice board for at least 14 days prior to the AGM and shall be made available to every Member on request. Copies will be available at the AGM.

8.4 BORROWING

8.4.1 The Management Committee may borrow a maximum total amount of £5000 on behalf of the Club for the purposes of the Club at its own discretion and, with the sanction of a General Meeting, any further money above that sum.

8.4.2 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 decides ,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.

8.4.3 As set out in Section 8.2.5, the Management Committee may agree to borrow funds from the Sinking Fund, but only under the strict limitations set out in that section.

8.4.4 The Trustees appointed under rule 6.3.6, shall only 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.

8.4.5 The Trustees are empowered to borrow money for the purposes of the Club in such amounts and upon such Terms as to interest, security and otherwise as the Trustees may from time to time determine, with the approval of a General Meeting

8.5. APPLICATION OF SURPLUS

8.5.1 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 objectives.

9. CLUB PROPERTY

9.1 The freehold of the Club, shall be vested in the Trustees on behalf of the members. The Trustees shall deal with the property as directed by resolution of the Management Committee within the terms of the rules and entry in the minute book shall be conclusive evidence of such a resolution.

10. CLUB PREMISES

10.1 **Hiring/ Renting**

The Management Committee shall be empowered to hire and/or rent out Club premises on Terms and Conditions to be determined by them.

10.2 SECURITY

10.2.1 Security measures required to safeguard the Club's premises shall be determined by the Management Committee.

10.2.2 All members shall be vigilant and, when last to leave the premises, check that they are secure.

10.3 DOGS

10.3.1 Dogs are not permitted anywhere on Club property.

10.3.2 Members arriving at the Club, accompanied by a dog(s), must leave the dog(s) secured within their vehicle.

11. DATA PROTECTION

11.1 Full details of the Privacy Policy shall be displayed on the Club website.

12. ALTERATION OF THE RULES

12.1 These Rules may be altered subject to LTA approval if an LTA loan is outstanding, by resolution at an

Annual, Extraordinary or Special 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.

12.2 As soon as possible (and in any case within 28 days) after the making of any alteration or addition to rules relating to alcohol, the Secretary must give written notice of the alteration or addition to the Chief Officer of the Police, and to the proper officer of the Local Authority of the district in which the Club is situated.