THE EBBISHAM SPORTS CLUB

TENNIS CLUB RULES

1) **Defined Terms , Name and Affiliation**

a) The Club shall be called the Ebbisham Tennis Club ("the Club") which is a. section of the Ebbisham Sports Club ("ESC")

b) Members of the Club are bound by the rules of ESC which take precedence over the rules of the Club in the event that these conflict.

c) Disciplinary Code" means the disciplinary code of [the LTA] in force from time to time;

d) "[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

e) "[member]" means a member of the Ebbisham Sports Club

f) "Rules" means the rules of [the LTA] as in force from time to time;

2) **Committee**

a) The affairs of the Club shall be administered by a Committee ("the Committee"). The Committee shall consist of a minimum of eight members who shall be elected each year at the Annual General Meeting and, immediately thereafter, the Committee shall appoint its officers from among the members of the Committee. The Committee may from time to time if it thinks fit vary the procedure for electing its officers.

b) At all meetings of the Committee five shall form a quorum.

c) The Committee shall have power to fill vacancies on the Committee occurring during the year and to co-opt additional members.

d) Members of ESC or non-members may be invited to Committee meetings as appropriate but should only attend for the relevant part of the meeting. Such persons shall not be entitled to vote.

e) The Ebbisham Tennis Club agrees that each 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, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that [the LTA] and the Ebbisham Tennis Club can enforce any breach at its option and in its sole discretion.

3) **Annual General Meeting**

The Annual General Meeting shall be held on the date chosen by the Committee, provided that such meeting shall be held once in every calendar year with an interval not exceeding fifteen months. Members wishing to add items to the agenda must send their proposals in writing to the Chairman of the Club at least seven days prior to the meeting.

4) **Extraordinary General Meeting**

An Extraordinary General Meeting of the Club shall be called by the Committee if they require it or if they receive a requisition, signed by not less than fifteen full members, stating the purpose for which the meeting is required.

5) **Procedure for General Meetings**

a) Twenty one days notice of every General Meeting shall be prominently displayed on the Club premises and such notice shall be deemed sufficient.

b) Ten full members must be present to form a quorum.

c) On any motion, in the case of votes being equally divided, the Chairman .shall have the casting vote.

d) Only members of the Club who have attained the age of eighteen years shall be entitled to vote at General Meetings.

6) **Membership**

a) The Committee shall decide which of the persons applying to join the Club shall be accepted for membership.
b) Each member agrees as a condition of membership:

i) to be bound by and subject to these rules (as in force from time to time)

ii) to be bound by and subject to the Rules and the Disciplinary Code.

c) Rule 6.b 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 6.b should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

d) The Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

7) **Subscriptions**

Subscriptions and Court fees shall be at the discretion of the Committee but subject to agreement of the Management Committee, and shall be payable to ESC. No member shall be entitled or permitted to play until his subscription has been paid in full. Any member failing to pay his subscription by the due date may forfeit his membership but shall remain liable for all monies then due.

8) **Visitors**

A visitor invited by a member to play at the Club shall be accompanied by and be the responsibility of that member. The Committee may restrict the number of visits at its discretion.

9) **Courts**

The Committee:-

a) shall decide upon the procedure for Court bookings.

b) may reserve the courts for any special purpose for any period subject to the approval of the Management Committee.

c) shall have power to determine the type of clothing to be worn and equipment to be used on court.

10) **Discipline**

a) If the behaviour of a member of the Club were considered unacceptable by the Committee then:

   i) The member shall be given at least seven days notice in writing by recorded delivery of the Committee's intention to discuss the matter.

   ii) A Meeting shall be called specifically for that purpose.

   iii) The member shall have the right to appear at the Meeting if he wishes and shall be invited to do so.

   iv) The matter shall be settled by the votes of the majority of the Committee present at such Meeting.

   v) The member shall be notified in writing by recorded delivery within seven days of the Committee's decision.

b) If the decision is to suspend or terminate his membership, he shall be informed in such notification of his right to appeal to the Management Committee of ESC. The member may within ten days of such notification give written notice of appeal to the Chairman of the Management Committee. The decision of the Management Committee shall be final.

11) **Interpretation**

a) Words importing one gender shall be construed as importing the other gender and words importing the singular shall be construed as importing the plural and vice versa.

b) The Management Committee shall be the sole authority for the interpretation of these Rules and its decision shall be final and binding on all ESC members

12) Coaches and players

The Ebbisham Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Ebbisham Tennis 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 Contracts (Rights of Third Parties) Act 1999 applies and that [the LTA] and the Ebbisham Tennis Club can enforce any breach at its option and in its sole discretion.

13) Change of Rules

These rules may only be changed by a Special Resolution requiring 21 days notice and the approval of the Management Committee and passed by a three fourths majority of the full members of the Club present at a General Meeting of the Club.

29th August 2012