

Norham Gardens Club Rules

These Rules complement the Articles of Association of Norham Gardens Lawn Tennis Club Ltd which is a company limited by guarantee. If there is a conflict between the terms of these Rules and the Articles, the terms of the Articles shall prevail.

1. Name and Objects

The Club, founded in 1929, is known as “Norham Gardens Lawn Tennis Club” and has for its objects the provision of lawn tennis and other racket sports, social and other facilities for its members.

2. Constitution

The Club is a non-profit company limited by guarantee. In no circumstances during the continuance of the Club, nor at nor after its dissolution shall any assets or surplus funds be distributed to any member or other person nor to any organisation which is not itself either constituted as non-profit making or a charity.

3. Affiliation

The Club shall seek affiliation to the Lawn Tennis Association through Tennis Oxfordshire and shall adopt and conform to the Rules of these organisations in so far as they can apply.

4. Types of Member and Subscriptions

- 4.1 Applications for membership shall be made in a form approved by the Directors.
- 4.2 The Directors may accept or reject any application at their discretion.
- 4.3 Membership shall commence upon acceptance and payment of the appropriate subscription.

The Directors at the Annual General Meeting shall decide the types of membership for the ensuing year and also fix the subscriptions for these types of membership. At the discretion of the Directors the Membership Secretary in consultation with the Chair and Honorary Secretary shall fix the subscriptions for any Corporate or Temporary memberships that arise during the year.

It should be noted that:

- 1. The subscription year runs from 1st April to 31st March. For each type of annual subscription, the Directors at the Annual General Meeting may fix a reduced rate for those members who pay on or before 31st March
- 2. A member whose subscription is not paid by the due date will not be entitled to the privileges of membership until he or she has paid.

3. At the discretion of the Directors, there can be reduced rates for Associate Memberships for the remainder of the subscription year.

5. Accountancy Year

Except for the purposes of subscriptions (see Rule 4), the Club's financial year shall run from 1st October to 30th September and the accounts submitted to the Annual General Meeting shall be prepared accordingly.

6. Enrolment of Members

Every adult, couple or family that wishes to join the Club shall complete an online application form. Adults should complete the form for U-12 or U-18 juniors. For Junior Coaching members, the coach should maintain a list of such members.

6.1 Types of Members

Full Members means the following categories of Members (as defined on the Membership page of the Club's website from time to time): Adult Members; adults included in a Couples Membership; adults included in a Family Membership; Veteran Members; Honorary Members; and any other category of Members which the Directors determine to be Full Members from time to time.

Full Members (other than Honorary Members) must have paid the subscription fee for the current Membership Year.

Full members are members of Norham Gardens Lawn Tennis Club Ltd which is a company limited by guarantee. All full members when joining or renewing are required to asset to the responsibilities of membership which include guaranteeing the sum of £1 should the company be wound up,

Associate Members means the following categories of Members as defined on the Club's website from time to time: Junior U-12 Members; Junior U-18 Members; Junior Members included in a Family Membership; Junior Coaching Members; Student Members; Complementary Members; Adult Winter Members and Junior Winter Members (1st October - 31st March), and any other category of Members which the Management Committee determines to be Associate Members from time to time. Associate members are not company members.

The subscription amount should be paid electronically through the website, or by BACS bank transfer. In exceptional circumstances, a cash payment may be made through a member of the Management Committee. The Membership Secretary may approve straightforward applications, but if he or she has any doubt about an application the matter shall be referred to the Directors for decision.

7. Juniors Coaching Members

Junior players who take part in formal coaching sessions by a Club coach whom they pay are automatically enrolled as Juniors Coaching members. The Club Coach will maintain a list of such players and report on these sessions to the AGM

8. Injury, Loss of Property, etc

Members or visitors leaving unattended vehicles, rackets, clothing or other property at the Club do so at their own risk, and the Club shall not be responsible for any loss, damage or injury resulting from this or any other cause. Any member damaging or removing the property of the Club shall be liable to make good the damage or loss.

9. Visitors

Members may occasionally invite visitors to play at club events. Thereafter, visitors who wish to continue playing are required to join the club.

Every member of a visiting match team shall be a Complementary Member for the day and every competitor in a tournament at the Club who is not a member of the Club (and in the case of a competitor under age 18, his or her parent or guardian) shall be a Complementary Member-for the period of the tournament.

10. Management

To manage the Club, at the Annual General Meeting the Full Members shall elect three Directors and a volunteer Management Committee. For the Committee, the members may also elect a Chair, Honorary Secretary, and Honorary Treasurer, who may or may not also be Directors

Other functions of Committee members shall be determined by the Committee. In addition, the Committee shall have power to fill any casual vacancy from within the Full Members. The Committee shall from time to time make and revise these Rules and shall have power to decide any matter unprovided for by these Rules.

The Committee shall meet at least twice in every year, either in person or by electronic means or a combination of the two. It may also make decisions through an exchange of electronic messages. The quorum for a Committee Meeting or any Committee vote shall be four, and in the event of equality of voting the Chair shall have a second or casting vote.

The Committee may delegate any part of its duties to one or more sub-committees which may be composed of any members of the Club. The Committee may also appoint a Club Coach.

11. General Meetings

An Annual General Meeting (AGM) shall be held each year, normally between 15 October and 15 December inclusive. Any member wishing to propose a resolution for the AGM must submit it to the Honorary Secretary at least 28 days beforehand so that it may be included on the Agenda.

The business of the Annual General Meeting shall include:

1. Approval of the Minutes of the previous AGM and any subsequent Extraordinary General Meetings.
2. Consideration of the Committee's report.
3. Receipt of the Honorary Treasurer's Accounts for the year, as reviewed and confirmed by an independent examiner.
4. Determination of membership categories and subscription rates for the forthcoming year.
5. Election of the Officers and Committee for the forthcoming year
6. Consideration of any items for which due notice has been given and which appear on the Agenda.
7. Election or re-election of at least three Directors of the company.

The Directors may call an Extraordinary General Meeting (EGM) at their discretion, or they must do so within one month of receiving from the Honorary Secretary a written request signed by at least 5% of Full Members, stating the business to be transacted. The business of an EGM shall be confined to the matters set out in the request and the Agenda issued.

The Honorary Secretary shall give every member entitled to vote at least 14 days' notice of any General Meeting, together with a copy of the Agenda and any proposed resolutions.

At any General Meeting, the quorum shall be 8% of Full Members. Additional business may be accepted at the discretion of the Chair, provided it does not involve altering the Rules, winding up the Club, transferring any of the Club's assets, borrowing money, or incurring expenditure beyond the Club's immediate financial resources.

Every Member is entitled to attend and speak at any General Meeting, but only Full Members may vote. In the event of a tie, the Chair shall have a second or casting vote.

12. Rules and Regulations

A copy of these Rules made by the Committee under Rule 10 shall be available on the club's website and all members shall be deemed conversant with them. The Rules shall not be altered except at a General Meeting, after due notice has been given, and then only provided that two-thirds of Full Members who are present and voting are in favour.

13. Dissolution

The Club shall be dissolved on the passing of a resolution to that effect at a General Meeting after due notice, but with at least two-thirds of Full Members who are present and voting are in favour. Such a meeting shall appoint a Committee to wind up the affairs of the Club and shall give general directions as to the disposal of any assets within the scope of Rule 2 and the Articles of Association.

14. LTA Rules Regulations and Disciplinary Code (2011)

1. Defined terms

1.1 In the rules, 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;

“[member]” means a member of NGLTC

“Rules” means the rules of [the LTA] as in force from time to time;

2. Conditions of membership

2.1 - Each member agrees as a condition of membership:

(A) to be bound by and subject to these rules (as in force from time to time); (1)

(B) to be bound by and subject to the Rules and the Disciplinary Code. (2)

2.2 - Rule [2(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 [2(1)], 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.

2.3 - NGLTC Committee, with the agreement of the Directors, 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.

3. NGLTC Committee

NGLTC 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 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 NGLTC can enforce any breach at its option and in its sole discretion. (3)

4. Coaches and players

NGLTC agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of NGLTC 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 NGLTC can enforce any breach at its option and in its sole discretion. (4)

Please refer to the LTA website (<http://www.lta.org.uk>) for complete Rules, Regulations and Disciplinary Code.

Footnotes:

(1) This means that each member of the [club/registered place to play] agrees to be bound by the rules of the [club/registered place to play].

(2) This means that each member of the [club/registered place to play] agrees to be bound by the LTA's Rules and Disciplinary Code.

(3) This means that the members of the club's/registered place to play's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

(4) This means that each club/registered place to play is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.
