

# BERKHAMSTED LAWN TENNIS AND SQUASH RACKETS CLUB CONSTITUTION

#### Name

1. The name of the Club shall be "Berkhamsted Lawn Tennis and Squash Rackets Club", often shortened to "BLT&SRC".

# **General**

- 2.1 The Club is a non-profit making organisation. All profit and surpluses arising from normal core operations of the Club will be used to maintain or improve the Club's facilities, players, or playing and spectator experience or to invest in the reputation of the club amongst the community. No surplus will be distributed other than to another community amateur sports club for lawn tennis or squash, to the Lawn Tennis Association for use in community related lawn tennis initiatives, or to England Squash for use in community related squash initiatives.
- The Club has the power to affiliate to the County Lawn Tennis Association ("CLTA") and, through the CLTA, to the Lawn Tennis Association ("LTA") and to the County Squash Rackets Association ("CSRA") and England Squash ("ES").

### **Objectives**

- The Objectives of the Club shall be to provide facilities for the support and playing of Tennis, Squash and Racketball and for social activities, and to provide such other amenities as may be decided from time to time. (Note: Racketball shall be part of the Squash section; all references to Squash thereafter also refer to Racketball).
- The Club shall at all times preserve and promote the interests of tennis, squash and racketball players and ensure the continued development of the sports. Material Alterations to the existing playing facilities for tennis and squash shall not made without the approval of two thirds of the voting Members of the Club present at a General Meeting of which due notice has been given of the proposed change.
- 3.3 To provide ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, post-match refreshments; to sell or supply food or drink as a social adjunct to the sporting purposes of the Club.

#### **Management**

- There shall be a President. A Vice-President may also be elected. A nomination for the election of a President or a Vice-President shall be submitted by the Club Council to a General Meeting for approval. Once elected the person shall remain in Office until either resigning or being removed from Office by resolution submitted to and approved by a General Meeting.
- 4.2 The Officers of the Club shall be:
  - > Club Chairman
  - Club Treasurer
  - Squash (including Racketball) Section Chairman
  - > Tennis Section Chairman
  - Social Section Chairman

and shall be elected annually at the Annual General Meeting.

The Club Council shall have power to co-opt Members to fill any vacancy in the Officers of the Club; each Committee shall have like power to fill any vacancy on its Committee. The term of office shall expire at the next Club Annual General Meeting.

The Club Treasurer may appoint such unpaid assistants as required but remains responsible to the Club for any of their actions in respect of Club funds.

The Club Council may vote for one of the other members of the Club Council to be relieved of their duties on the Club Council if a majority of the Club Council deem it necessary.

- 4.3 The Club shall be managed by a Club Council and by the following main committees, namely:
  - Tennis Committee
  - Squash Committee (the Squash Committee is responsible for the promotion and management of both squash and racketball)
  - Social Committee

The Club Council shall consist of the following representatives:

- > The Officers of the Club
- One additional Member selected from, and by, each of the Tennis and Squash Committees
- The Club Manager(s)

When the nominated additional Member selected by section committees is unable to attend a Council Meeting then the Chairman of that section should seek to find a suitable replacement to represent the interests of that section. The replacement will have the same voting rights as the regular nominee.

The Club Council has the overall responsibility to manage the Club and to provide forward plans and budgets as required.

- The Club Council may appoint such other committees, as it considers appropriate, providing them with specific terms of reference.
- 4.5 An Officer of the Club may stand for election for more than one position on the Club Council and, if successful, may retain both responsibilities but only exercise one vote. In this event, in order to maintain the same total number of Members on the Club Council, the Committee concerned shall then nominate another Member to the Club Council.
- 4.6 As far as practical an overall balanced representation of the Tennis and Squash Playing Sections shall be maintained on the Club Council.
- 4.7 Any Significant Contract entered by the Club must be approved by the Club Council and signed by the Club Chairman and one of appointed Club Managers or Club Treasurer. Major issues as they affect the holdings of the Club or major financial commitments may require the signatures of all appointed Trustees.
- The Tennis and Squash/Racketball Committees shall each consist of a Chairman and not fewer than three additional Members, as may be decided upon by each Playing Section at the Club AGM. The Chairman and Committee of each playing section will be voted for en masse. The section Chairman can co-opt committee members as he sees fit to deal with the issues facing the committee at that time. Members should be notified of changes to the committee via club noticeboards and the club website. Subject to the general management of the Club Council, the Tennis and Squash Committees are responsible for supervising and directing their respective games within the Club.

The Tennis Committee has the duty to manage the actual playing of Tennis at the Club including (but not exclusively) match play, competitions, general social play and Tennis coaching.

The Squash/Racketball Committee has the duty to manage the actual playing of squash and racketball at the Club including (but not exclusively) match play, competitions, general social play and squash and racketball coaching.

They are required to maintain and display Playing Rules relating to their respective sports within the Club environs and on the Club web site. They shall ensure that all Members are aware of the Playing Rules.

The Social Committee has the responsibility to coordinate and manage all social activity at the Club including liaison with the Club's Bar Licensee to ensure the smooth operation of the social arrangements.

4.9 The number of voting Members specified in each case shall be considered to form a quorum:-

	Club Council meetings	4
>	Squash and Tennis Committee meetings	4
>	Social Committee meetings	4
$\triangleright$	Club General meetings	25

If a quorum is not available at the start of the meeting that meeting cannot take place and should be postponed to another date. Any postponement of Club General Meetings must be for at least 14 days. The quorum numbers must be met at the time of the vote on a particular matter.

In the absence of the elected Chairman at any committee or General Meeting, and where a quorum is reached, that meeting will elect a temporary chairman. The Chairman's voting rights are defined in 9.3.

4.10 The services of a Club Manager may be contracted for by the Club Council. More than one person can undertake the role of Club Manager at the same time. A temporary or permanent appointment can be made; any agreement between the Club and the appointed person or persons into the role of Club Manager must include the provision that the notice period is limited to the Statutory Notice Period.

The Club Council will maintain a detailed job description for the duties required of the Club Manager role; this will be reviewed and updated annually by Club Council as part of the annual Club Manager's appraisal.

The Club Manager will be responsible to the Club Council for the performance of these duties.

The Club Manager is responsible for the day to day operation of the Club and reports to the Club Chairman on a day to day basis.

- 4.11 The Club Council has the power to employ any person into a role at the Club and to establish the terms and conditions of service of such employees.
- 4.12 Only the Club Council has the power to contract with any person/company to provide services to the Club and its Members and to establish the terms and conditions of service of such persons.
- 4.13 The Club Council has the power to make rules, regulations, General Bye-Laws and set up standing orders concerning the operation of the Club and shall maintain policies and procedures in relation to the operation of the Club (for example but not limited to, health and safety, child protection, rules for Club competitions).

4.14 The Club Council shall have the power to determine any matter not provided for in the Constitution.

# **Trustees**

- 5.1 There shall be not more than four Trustees of the Club or fewer than two.
- The Trustees shall be appointed by the Club Council and the property of the Club (other than cash which shall be under the control of the Treasurer) shall be vested in them, to be dealt with by them as the Club Council shall from time to time direct by resolution (of which an entry in the minutes shall be conclusive evidence).
- 5.3 The Trustees shall, subject to clause 5.6, be indemnified against all risk and expense out of the Club property.
- The Trustees shall hold office until death or resignation or until removed from office by a resolution of the Club Council who may for any reason which may seem sufficient to a majority of them present and voting at any meeting remove any Trustee or Trustees from the office of trustee.
- 5.5 Where by reason of any such death, resignation or removal it shall appear necessary to the Club Council that a new Trustee or Trustees shall be appointed or if the Club Council shall deem it expedient to appoint an additional Trustee or additional Trustees, the Club Council shall by resolution nominate the person or persons to be appointed the new Trustee or Trustees. For the purpose of giving effect to such nomination the President is hereby nominated as the person to appoint new Trustees of the Club within the meaning of section 36 of the Trustee Act 1925 and the President shall by deed duly appoint the person or persons so nominated by the Club Council 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 shall in favour of a person dealing bona fide and for value with the Club or the Club Council be conclusive evidence of the fact so stated.

The Club Trustees have the authority to enter into agreements in the raising of finance in support of any borrowing requirements the Club may require. Such requirements will be at the request of the Club Council and so endorsed by a Club General Meeting at such a rate of interest as the Club Council may agree to. The Club Trustees must at the discretion of the Club Council make any disposition of the Club property or any part of it and enter into any agreement in relation to the Club property as the Club Council thinks proper to give security for any such borrowing requirements.

#### Membership

- 6.1 The Club shall consist of the following types of membership:
  - Ordinary
  - Student
  - Junior
  - Temporary
  - Social
  - Pay and Play
- 6.2 Ordinary Members shall consist of the following:-
  - Tennis and Squash/Racketball members
  - > Tennis only members
  - Squash/Racketball only members
  - Life members
  - Club appointed coaches
  - Club appointed staff

- 6.3 Members (Over 18 years of age) can apply to extend their Club membership to include access to utilise the Fitness & Conditioning Suite (the F&CS). The F&CS access will be granted to individual members according to a policy that will be agreed by the Club Council. The policy will be determined to maximise access for ordinary members consistent with the requirement to ensure safe and efficient operation of the F&CS facilities.
- 6.4 Membership shall also be available to Student, Junior (including summer only) and Temporary Members and shall consist of the following: -
  - Tennis and Squash/Racketball members
  - > Tennis only members
  - Squash members

Persons of any age but in full time education shall be eligible for Student membership.

Persons below the age of 18 on 1<sup>st</sup> January in any subscription year shall be eligible for Junior membership.

Temporary members are those who pay a temporary joining fee including the Visitors fee. Temporary members also includes opposition team players for the duration of the team match or people who have hired the Club facilities for the duration of the hire arrangement.

The Club will have Social Members, who are not classed as Ordinary Members.

No person shall be denied membership of the Club on grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

Only Ordinary Members shall be entitled to hold office.

Ordinary Members and Student and Junior Members who are 16 years old or older at the date of the General Meeting shall be entitled to exercise the power of voting.

Any person wishing to become a Member shall apply to the Club Manager. The Club Manager will enrol the new Member and obtain the appropriate fee.

The Club Council shall have full discretion to require the Club Manager to refuse an application for membership without having to give any reason for so doing.

- 6.7 The Club Council may elect, as Life Members of the Club, without any subscription being payable, past or present Members who have rendered outstanding service to the Club. Notice of such election shall be given at the next Annual General Meeting of the Club.
- The Club Council shall have power to expel any Member who shall offend against the Constitution of the Club or the General Bye-Laws or Playing Rules made there under or whose conduct in the opinion of the Club Council renders the Member unfit for membership of the Club. Before any such Member is expelled the Member shall be given twenty-one days written notice to attend a meeting of the Club Council and shall inform the Member of the complaints made against the Member. No Member shall be expelled without first having an opportunity of appearing before the Club Council and answering the complaint made against the Member. The Member shall have the right of representation by another Member or the opportunity to be accompanied by another member of their choice. At least two thirds of the Club Council then present vote in favour of the Member's expulsion. No Member whose membership has been terminated under this Rule, or who owes money to the Club, shall be introduced by another Member as a visitor to any part of the Club premises.

- 6.9 Any Member whose subscriptions are unpaid on the 1<sup>st</sup> May shall be deemed to have resigned and shall no longer be entitled to the privileges of Club membership:-
  - Any membership renewals after the above date shall be subject to the payment of a further Club entrance fee.
- 6.10 All Junior members must be able to provide evidence of membership when on Club premises; such evidence to be produced on request of any Ordinary Member or Club Manager.
- 6.11 All Members shall be deemed to have accepted and to be bound by the Club's Constitution, General Bye-Laws and Playing Rules for the time being in force. The latest versions of Club's Constitution, General Bye-Laws and Playing Rules will be posted on the Club's web site and each Member has the obligation to reference and understand their responsibilities set out in the Club's Constitution, General Bye-Laws and Playing Rules. The Club's Constitution, General Bye-Laws and Playing Rules will also be available in hardcopy in the Clubhouse.
- All Members of the Club shall indemnify the Club Council and any Officer or other Member of the Club and the Trustees and the Club Manager, whether acting on the authority of the Club Council or under powers delegated by it, against any loss or liability whatsoever or howsoever caused provided that the Members shall in no circumstances indemnify the Club Council or any Officer or Member of the Club or Trustee or Club Manager against any loss or liability arising from his or their wilful misconduct or from activities not reasonably in the interests of the Club, or to the furtherance of its Objectives.

# **Subscriptions and Finance**

- 7.1 The financial and subscription years shall be from 1st April to 31st March.
- 7.2. Subscriptions and playing fees shall be proposed by the Club Council to the Club Annual General meeting for approval.
- 7.3 All Members (save Life Members) shall pay an annual Club subscription fee unless waived by the Club Council.
  - An additional entrance fee shall be payable by all new Ordinary Members with the first subscription on joining the Club. The entrance fee shall be determined at the Annual General Meeting before each subscription year.
- 7.4 The Club Council has the power to waive entrance and subscription fees at its sole discretion.
- 7.5. The Club may offer a discount for the prompt payment of subscriptions; any discount shall be determined at the Annual General Meeting preceding each subscription year. The Club may charge for different methods of subscription payments; any additional charges shall be determined at the Annual General Meeting preceding each subscription year.
- 7.6 The Club Council may authorise expenditure on behalf of Members within the following limits: -
  - 1. New purchases of equipment etc. up to a value of 20% of the current net membership subscription income in any year on any item.
  - 2. Replacement of existing equipment etc. up to a value of 30% of the current net membership subscription income in any year on any item.
  - 3. Total expenditure as above shall not exceed the net income of the Club in any year, unless previously agreed by a General Meeting.

Any expenditure above these limits shall be subject to prior approval at a General Meeting.

- 7.7 The Club Council has the express power to enter into financial loans on behalf of Members for the purposes of the Club from time to time at its own discretion within the following limits:
  - The total value of all loans initiated does not exceed the current net membership subscription income in that year, unless previously agreed by a General Meeting.
  - 2. The total payment on all outstanding loans within that year, when added to any expenditure (detailed in 7.6) must not exceed the net income of the Club in that year, unless previously agreed by a General Meeting.

# **General Meetings**

- 6.1 General Meetings include both the Annual General Meeting of the Club ("AGM") and Special General Meetings ("SGM").
- The Annual General Meeting of the Club shall be held in February in every year to transact the following business:
  - 1. To receive and, if approved, to adopt a statement of the Club's accounts to the end of the previous financial year, to receive a statement on the current financial year position and a projection for the forthcoming twelve-month period.
  - 2. To receive for consideration and adoption proposals from the Club Council for changes to annual subscriptions and fees.
  - 3. To consider and, if approved, sanction any duly made alterations to the Club Constitution.
  - 4. To appoint the Officers of the Club including Chairmen of section committees and their section committees.
  - 5. To appoint Accountants to report on the Club's annual accounts.
  - 6. To receive reports covering the past year's activities from the Club Chairman, Chairmen of the section committees and the Club Manager.
  - 7. To deal with any motions, details of which shall have been given in the notice convening the Meeting.
  - 8. To receive suggestions from Members for consideration by the Club Council and the section committees.
- 8.3 A Special General Meeting may be convened at any time by the Club Council and shall be convened within one month from the receipt of a requisition in writing signed by not less than ten Ordinary Members of the Club specifying the object of the Meeting for any of the following purposes: -
  - 1. To consider and, if approved, sanction any duly made alteration to the Club Constitution.
  - 2. To deal with any special matter which the Club Council may wish to place before Members.
  - To receive the resignation of the Club Council or to remove any member or members thereof from office and to fill any vacancy or vacancies caused thereby.
  - 4. To deal with any special matter which the Members requiring the Meeting may wish to place before the Club.

No matters shall be considered at a Special General Meeting other than those included in the notice convening the Meeting.

8.4 Notice of any motion to be discussed at a General Meeting should be given to the Club Chairman in writing, signed by two Ordinary Members of the Club one to propose and one to second the motion, not later than one month before the advertised date of the General Meeting, except for any motion for the nomination of Officers and Committee Chairmen where notice shall be given to the Club Council as above at least 14 days prior to the date of the Meeting.

When a motion is a Material Alteration then a Members' Consultation Meeting must be convened by the proposer at least 14 days before the General Meeting to allow all voting Members the opportunity to understand fully the details of the motion. The date of this Members' Consultation Meeting and a document providing all details of the proposal must be circulated to Members and posted on the Club noticeboard and the Club website not later than 21 days before the advertised date of the General Meeting.

The Chairman of the Meeting shall have absolute discretion to accept or reject motions or nominations of which proper notice has not been given provided the motion is not a Material Alteration. When a motion constitutes a Material Alteration then proper notice must always be given.

- 8.5 All Ordinary Members shall be notified of any General Meeting by poster in the Clubhouse, on the Club's web site and by email not less than 21 days before the meeting and this shall specify the matters to be dealt with. Motions which are not Material Alterations will be passed if a simple majority is achieved. In the case where votes are equal then the motion fails (see 9.3 below). Material Alterations will require the approval of two-thirds of the voting members at a General Meeting (see 3.2 above).
- 8.6 On motions to be voted upon at General Meetings which, in the opinion of the Chairman, are within the province of a single Playing Section, only Ordinary Members of that Playing Section shall be entitled to vote. For the avoidance of doubt; only those members present at the AGM of the Squash Section can vote for the election of the Squash Chairman and only Tennis Section members can vote for the Tennis Chairman.
- 8.7 Non-voting Members may attend General Meetings.

# **Club Council and Committee Procedure**

- 9.1 Meetings of the Club Council shall be called by the Club Chairman. They shall be called not less frequently than every second month. In addition, any two Club Council Members may, in writing, require the Club Chairman to call a meeting to be held within 14 days of such request.
- 9.2 Meetings of the section Committees shall be called not less frequently than every second month or as required by the Club Council. Chairmen are responsible for ensuring that copies of minutes are distributed to Committee Members, and to each Club Council Member, within fourteen days of each Meeting. Committee Chairmen are also required to provide reports for each Club Council Meeting.
- 9.3 At a Club Council Meeting, Committee Meeting or General Meeting the person in the chair shall have a normal vote; in the event of an equality of votes the motion fails.
- 9.4 The person (or persons) appointed to the role of Club Manager shall not be a voting member of the Club Council.
- 9.5 The minutes of all General Meetings, Club Council meetings and Tennis, Squash, or Social Committee meetings will be displayed on the relevant section notice board and the Club website.

# Temporary Members, non-members (Visitors) and Pay and Play Members

- 10.1 Ordinary Members may introduce playing visitors. Such visitors will become Temporary Members and shall be subject to this Club Constitution, appropriate General Bye-Laws and Playing Rules of the Club. The names of Temporary Members must be recorded in the appropriate book. Temporary Members shall pay the appropriate visitors fee. Non-members who hire the Club facilities e.g. lounge, ITC etc. guests, visiting teams and their friends, properly introduced, shall be elected honorary Temporary Members for the duration that they are on the Club premises.
- Temporary playing membership may be made available at periods of up to three months on payment of fees determined by Council and which are made available via the Club web site.

- 10.3. No Club entrance fee is payable for Temporary Membership.
- 10.4. Temporary Members are subject to the same court booking and light fees as other Club members.
- 10.5 Temporary Members get no implied priority for booking playing facilities.
- 10.6 Only Temporary Members who join for more than one month can participate in the Club tournaments or represent the Club, providing their membership covers the full period of the event.
- 10.7 Temporary Members cannot vote at any Club meeting or stand for election as a Club Officer or join any Committee or be eligible for entry to the Wimbledon tickets ballot.
- 10.8 Temporary Members who book the Club's facilities either for sporting or social purposes use the facilities at their own risk and are not classified as Members of the Club. Non Members and any visitor to the Club shall be subject to this Club Constitution, the appropriate General Bye-Laws and Playing Rules of the Club.
- 10.9 Non-club members may arrange to use the outside tennis courts at Off-Peak times on a Pay and Play basis, on advance payment of the fees specified on the Club web site (as determined by the Club Council). Such bookings must be made in advance with the Club Manager, and will be subject to court availability for the period requested.

## **Courts**

11. The Club Manager, Groundsman, recognised Club Coaches or any member of the Club Council shall have the power to close any Tennis or Squash court, if deemed advisable.

# <u>Bar</u>

- The sale of intoxicating liquor on Club premises shall be strictly in accordance with current licensing laws, and shall be confined to the licensing permitted hours, details of which shall be displayed in the Bar.
- 12.2 The Club Council will solely be responsible for the supply, sale and purchase of intoxicating liquor on Club premises.
- 12.3 The Club Council have the right to outsource the management and day to day operation of the bar to a Bar Licensee, subject to a formal agreement between the Bar Licensee and the Club.
- 12.4 All intoxicating liquor consumed on Club premises must be purchased from the Club bar.
- 12.5 No Member shall at any time be entitled to receive at the expense of the Club or of any Member thereof any commission percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club. No Member shall directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or visitors 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.
- There may be admitted to the Club premises persons other than Members or their visitors who shall be classed as Temporary Members and intoxicating liquor may be sold to such persons by or on behalf of the Club for consumption on the premises and not elsewhere.

- 12.7 The appointed Bar Licensee will determine all matters relating to the sale of intoxicating liquor and any other beverages and determine the staffing of the bar at the appointed hours. Any change to the general level of prices in the bar will require to be notified to Club Council for endorsement.
- 12.8 The Bar Licensee will maintain accounts relating to the bar transactions and, in conjunction with the Club Treasurer, will be responsible for presenting these for audit each year.

## **Data Protection**

13. Data provided on the Membership Application Form is held on the Club's computer system. The information is held purely for the administration of the Club and under no circumstances will be supplied to third parties for external marketing purposes. The law allows Club Members to view and correct their data held on the Club's systems.

The Club will use email addresses provided to distribute information concerning Club events e.g. social events. Unless Members specifically request otherwise Members' names, telephone numbers and email addresses will be published (password protected) on the club website.

# **Child Protection Policy**

- 14. The Club is committed to creating and maintaining the safest possible environment for children and young people to practice. The Club:
  - recognises that all children have the right to freedom from abuse
  - > ensures that all coaches, volunteers and helpers are carefully selected and accept responsibility for helping to prevent the abuse of children in their care
  - responds swiftly and appropriately to all suspicions or allegations of abuse by providing parents and children with the opportunity to voice any concerns they may have
  - ensures access to confidential information is restricted to the Child Protection Officer or the appropriate external authorities

The Club has appointed a Child Protection Officer who, in conjunction with the Club Manager, will take responsibility for child safety and act as the main point of contact for parents, children and outside agencies. The Club Council reviews the effectiveness of its Child Protection Policy and activities annually.

# Club Staff

15. Club employees and contractors shall be under the orders of the Club Council or relevant Committee only, and no Member shall reprimand such a person. If a Member has any cause for complaint, that complaint shall be brought before the Club Council in writing.

## **Notices**

- No paper, notice or placard shall be exhibited, put in the Clubhouse, or in any way brought to the notice of Members, without the sanction of either an Officer of the Club, a Committee Member or the Club Manager.
- All updates to the Club web site and emails sent to members are under the control and authorisation of the Club Manager.

# **Alterations**

- 17.1 The Constitution may be altered only by a majority comprising two-thirds or more of the Members present and entitled to vote at a General Meeting of the Club of which notice has been duly given specifying the proposed alteration.
- 17.2 The Club Council can amend at its sole discretion the values so specified within the Annex of this Constitution and will inform members accordingly.

## **Dissolution**

- 18.1 A resolution to dissolve the Club shall be proposed only at a General Meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting. The dissolution shall take effect from the date of the resolution and the Members of the Club Council shall be responsible for the winding-up of the assets and liabilities of the Club.
- On winding up or dissolution of the Club, no profit or surplus or loss will be distributed other than to the Berkhamsted Sports Ground Charitable Association (BSGA) provided it is then a registered charity and in default to a sporting or charitable purpose.

# **Definitions**

#### The Club

means Berkhamsted Lawn Tennis & Squash Rackets Club (company ref UK09707305) located at Broadwater, Lower Kings Road, Berkhamsted, Hertfordshire HP4 2AL.

### **Club Chairman**

means the person elected annually in accordance with Clause 4.2

#### **Club Council**

means the management committee appointed as defined under Rule 4.3 to manage the Club;

#### **Club Officers**

means the persons elected annually in accordance with Clause 4.2

#### **Club President**

means the person elected from time to time to be the president of the Club in accordance with Clause 4.1

#### **Club Treasurer**

means the person elected annually to manage the financial affairs of the Club in accordance with Clause 4.2

#### **Members**

means the members of the Club admitted from time to time to membership of the Club as defined in Clause 6

## **Trustees**

means the persons appointed from time to time to be the trustees of the Club in accordance with Clause 5

# **Significant Contract**

means a contract for the supply of products and services that has either:

- a) a total value of greater than 10% of the value of subscriptions in the latest approved BLT&SRC annual accounts or,
- b) a term of more than one year and results in an increase in overheads equivalent to more than 1% of the subscription in the latest approved BLT&SRC annual accounts in the subsequent twelve-month period.

#### **Playing Sections**

means the two principal sports played at BLT&SRC which are tennis and squash (including racketball).

# **Material Alterations**

Means alterations that will result in one or more of the following:

- a) Capital expenditure or loans in excess of 50% of the value of subscriptions received in the latest approved BLT&SRC annual accounts.
- b) A significant change to the use of the existing playing facilities
- c) The introduction of a new playing membership category or playing facilities for a new sport or leisure activity.
- d) Or another change that might reasonably affect the quiet enjoyment of the current facilities by the majority of members in a particular Playing Section.

## **Annex**

#### A.1 New Members Discounts

New Members joining after the start of a subscription year and Members joining an additional playing section after the start of the subscription year will be offered reduced subscription rates according to the following schedule:

Up to June 30 no reduction
July 1 to August 31 20% reduction
September 1 to October 31 40% reduction
November 1 to December 31 60% reduction

January 1 to February 28 free on payment of full subscription for the year ahead

# **A.2** Other Membership Discounts

Providing at least one Ordinary Member living at the same address pays a playing subscription, then all members residing at the same address shall be eligible for a reduction of an amount per Member which shall be determined at an Annual General Meeting of the Club.

# A.3 Temporary members

Temporary playing membership may be made available on payment of agreed fees.

The charge for Junior under 18 and Full Time Students is at one half of the rates for senior members.

The subscriptions of Temporary Members and visitors fees shall be determined by the Club Council and may be varied from time to time.

# A.4 Pay and Play

Pay and Play is permitted when payment is made in advance at the rates agreed by Club Council and these might be varied from time to time.

#### A.5 Match Fees

The Club Council will determine the appropriate level of match fees applicable to players selected to represent the Club.