

Berkhamsted LT&SRC Club Constitution

Club Council

February 2026

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Version		Date
1.0	Update to March 2019 version following 2026 AGM approval	Feb 2026

1. Vision and Purpose

1.1 Our Vision:

To be one of the leading members' tennis and squash clubs in the country by providing excellence in every aspect of our playing facilities, venue and operations.

1.2 Our Purpose:

We aim to have a strong reputation as the leading tennis and squash club in the region, prioritising our members' experience and high satisfaction with first-class courts and an outstanding playing environment for all ages, abilities and aspirations, from beginners and social to competitive and high performance level; and a club and grounds that are a multi-generational hub for our members and the wider community.

As a members' club we operate as a not-for-profit as a not-for-profit organisation, reinvesting all surpluses, sinking funds and maintenance provisions in the continuous improvement of our facilities, yet holding cost increases to inflation levels to retain affordability as a grass roots sports club. We are committed to sustainability to minimise our environmental impact.

We are run in the most part by volunteers who act as temporary custodians handing stewardship of the club onto their successors in an even better state. Among the measures we use are annual benchmarking of membership subscriptions for tennis and squash clubs in the Herts and Bucks area, and biennial member surveys.

1.3 This section is an introduction to the document and does not comprise part of the Club Constitution*.

** Updates to Vision and Purpose are not Club Constitution amendments requiring approval at a General Meeting*

2. Name, General and Objectives

- 2.1 The name of the club shall be “Berkhamsted Lawn Tennis and Squash Rackets Club”, often shortened to “BLT&SRC” or “Berkhamsted Tennis & Squash Club”.
- 2.2 The club has the power to affiliate to the Lawn Tennis Association (“LTA”) and County Lawn Tennis Associations, and to England Squash (“ES”) and County Squash Associations.
- 2.3 The club is registered as a Community Amateur Sports Club (CASC) in accordance with Schedule 18 of the Finance Act 2002, and as amended under subsequent statute law. HM Revenues and Customs (HMRC) provide tax relief and business rates relief to support grass roots sport in the community by allowing amateur clubs to register as a sports club rather than a business for rates and tax purposes. The scheme requires certain compliance conditions which, among other things, include:
- an annual maximum in payments to players to play for the club, to be considered amateur status (£10k pa as at February 2026*); and
 - an annual maximum in trading (tennis and squash) turnover from non-members, to be considered non-taxable community status (£50k pa as at February 2026*).
- 2.4 No surplus shall be distributed other than to another CASC for lawn tennis or squash, to the LTA for use in community related tennis initiatives, or to ES for use in community related squash initiatives.
- 2.5 Our Objectives shall be to:
- provide facilities for the support and playing of tennis, squash and racketball (also known as Squash57) 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); and
 - provide ordinary benefits of a CASC including without limitation provision of suitably qualified coaches, coaching courses, insurance, post-match refreshments; to sell or supply food or drink as a non-trading social adjunct to the sporting purposes of the club.
- 2.6 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 be 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 (see section 7 and Appendix 1 Definitions).

** Gov't updates to these figures are not Club Constitution amendments requiring approval at a General Meeting*

3. Management

3.1 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.

3.2 The Officers of the club shall be as follows and shall be elected annually at the Annual General Meeting (AGM):

- Club Chair;
- Club Treasurer;
- Squash & Racketball Chair;
- Tennis Chair; and
- Social Chair.

The Club Council shall have the power to co-opt members to fill any vacancy in the Officers of the club; each Committee shall have the power to fill any vacancy on its Committee. The term of office shall expire at the next AGM.

The Club Treasurer may appoint such unpaid assistants as required but remains responsible to the Club for any 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 if a majority of the Club Council deem it necessary.

3.3 The club shall be managed by a Club Council executive committee and by the following main operating committees:

- Tennis Committee;
- Squash & Racketball Committee; and
- Social Committee.

The Club Council shall consist of the following representatives, of which four voting members are required to form a quorum (both playing sections must be represented to form a quorum):

- the Officers of the club (voting members);
- the Deputy Chair of each of the Tennis and Squash and Racketball Committees (voting members), as chosen by the respective playing committees, or an alternate; and
- the Club Managers (non-voting members).

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

3.4 The Club Council may appoint such other committees as it considers appropriate, providing them with specific Terms of Reference (TOR).

3.5 An Officer of the club may stand for election for more than open position on the Club Council and, if successful, may retain both responsibilities but only exercise one vote.

- 3.6 As far as practical, an overall balanced representation of the Tennis and Squash & Racketball playing sections shall be maintained on the Club Council.
- 3.7 Any Significant Contract (see Appendix 1 Definitions) entered by the club must be approved by the Club Council and signed by the Club Chair and one of the 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 (see Section 4 Trustees).
- 3.8 The Tennis and Squash & Racketball Committees shall each consist of a Chair and a Deputy Chair and not fewer than two additional members, as may be decided upon by each playing section. The section Chair can co-opt committee members as they see fit to deal with the issues facing the committee at that time. Members should be notified of changes to playing section committees via club communications and the club website. Subject to the general management of the Club Council, the Tennis and Squash & Racketball 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 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 the Club Etiquette / Code of Conduct & Safety Guidance playing rules relating to their respective sports on the club website. They shall ensure that all members are aware of the Club Etiquette / Code of Conduct.

The Social Committee has the responsibility to co-ordinate and manage all social activity at the club including liaison with (and oversight of) the club's bar licensee to ensure the smooth operation of the club's social arrangements, bar and catering operations and event hire.

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

- Club Council meetings (1 of which must be from each playing committee) 4
- Tennis and Squash & Racketball Committee meetings 4
- Social Committee meetings 4
- General meetings including Annual General Meeting (AGM) 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 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 Chair at any committee or General Meeting, and where a quorum is reached, that meeting will elect a temporary chair. The chair's voting rights are defined in section 8.3.

- 3.10 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 the Club Chair as part of the annual Club Manager's annual appraisal.

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

The Club Manager will be responsible for the day to day operation of the club and reports to the Club Chair on a day to day basis.

- 3.11 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.
- 3.12 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 employees (see Appendix 1 Definitions - significant contract restriction).
- 3.13 The Club Council has the power to make rules, regulations, general bye-laws (such as those contained in the Club Etiquette / Code of Conduct) and authorise regular payments 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).
- 3.14 The Club Council shall have the power to determine any matter not provided for in the Constitution.

4. Trustees

- 4.1 There shall be not more than four Trustees of the club or fewer than two.
- 4.2 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 the as the Club Council shall from time to time direct by resolution (of which an entry in the minutes shall be conclusive evidence).
- 4.3 The Trustees shall, subject to section 4.6, be indemnified against all risks and expense out of the club property.
- 4.4 The Trustees shall hold office until death or resignation or until removed from office by 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*.
- 4.5 Where by any 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 in favour of a person dealing bona fide and for value with the club or Club Council be conclusive evidence of the fact so stated.

- 4.6 The Trustees have the authority to enter in 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 General Meeting at such a rate of interest as the Club Council may agree to. The 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.

** There is no statutory maximum term for trustees; the term limit is defined by its governing document, i.e. our Club Constitution. The Charity Governance Code suggests that best practice is for trustees to serve a term of no more than 3 years, with a maximum of 9 years if reappointed, to ensure fresh perspectives. However, the Code also notes that long-serving trustees can provide continuity and valuable historical context; and specialist expertise may be difficult to replace. Making longer terms beneficial in certain cases. Which we believe is the case with CASCs and our club.*

5. Membership

5.1 The club shall consist of the following types of membership:

- ordinary;
- under 29 (U29 i.e. those in their 20s);
- student;
- junior (i.e. under 19);
- temporary (see section 9); and
- social.

5.2 Ordinary members shall consist of the following:

- tennis and squash & racketball members;
- tennis only members;
- squash & racketball only members;
- honorary life members;
- club appointed coaches; and
- club appointed staff.

Only ordinary members shall be entitled to hold office.

Ordinary members, U29 members, student members 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.

5.3 Members (over 18 years of age) can apply to extend their club membership to include access to utilize the Fitness & Conditioning Suite (the F&CS). The F&CS access will be granted to individual members according to policy agreed by the Club Council to maximise access for ordinary members and U29 members consistent with the requirement to ensure safe and efficient operation of the F&CS.

5.4 Membership shall also be available to Student, Junior and Temporary members.

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

Persons below the age of 18 on 1st January in any subscription year shall be eligible for junior membership.

Temporary members are those who pay a temporary membership fee for a period of up to three months.

The club will have social members, who are not classed as ordinary members.

5.5 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.

5.6 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.

- 5.7 The club may elect, as Honorary 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 AGM of the club.
- 5.8 The Club Council shall have power to expel any member who shall offend against the Club Constitution or the Club Etiquette / Code of Conduct 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 complaint(s) 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 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.
- 5.9 Any member whose subscriptions are unpaid on the 1st 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.
- 5.10 For security of personal property around the club, all members should be able to confirm their membership when on club premises, if challenged by any member or club officer.
- 5.11 All members have the obligation to reference and understand (and shall be deemed to have accepted and to be bound by) their responsibilities set out in the Club Constitution, general bye-laws and Club Etiquette / Code of Conduct for the time being in force, the latest versions of which will be posted on the club's website, and shall be responsible for any non-members who may accompany them.
- 5.12 All members of the club shall indemnify the Club Council and any Officer or other member of the club and the Trustees and 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 willful misconduct or from activities not reasonably in the interests of the club, or to the furtherance of its objectives.
- 5.13 Sections 5.11 and 5.12 also apply to non-club members (see section 9) while they are at the club, including:
- visitors who pay a visitors/guest fee to have coaching or to play a member;
 - 'pay and play' visitors who pay a court hire fee to use a court (see section 9.9);
 - opposition team players, for the duration of the team match; and
 - people who have hired the club facilities, for the duration of the hire arrangement.

6. Subscriptions and Finance

- 6.1 The financial and subscription years shall be from 1st April to 31st March.
- 6.2 Changes to subscriptions and playing fees, including court fees, shall be proposed by the Club Council to the club AGM for approval.
- 6.3 All members (save life members), including all Club Council members (who receive no benefits arising from their roles), shall pay an annual club subscription fee unless otherwise agreed at the AGM.

An additional entrance (joining) fee shall be payable by all ordinary members with the first subscription on joining the club. Changes to the entrance fee shall be determined at the AGM before each subscription year.

- 6.4 The Club Council has the power to waive entrance and subscription fees at its sole discretion.
- 6.5 The club may offer a discount for the prompt payment of subscriptions; any discount shall be determined at the AGM preceding each subscription year. The club may charge for different methods of subscription payments; changes to any additional charges shall be determined at the AGM preceding each subscription year.
- 6.6 The Club Council may authorise expenditure on behalf of members with the following limits:
 1. new purchase of equipment etc. up to a value of 20% of the current net subscription income in any year on any item;
 2. replacement of existing equipment etc. up to a value of 30% of the 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.

- 6.7 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:
 1. 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; and
 2. the total payment on all outstanding loans within that year, when added to any expenditure (detailed in section 6.6) must not exceed the net income of the club in that year, unless previously agreed by a General Meeting.

7. General Meetings

- 7.1 General Meetings include both the Annual General Meeting (AGM) of the club and Special General Meetings (SGM).
- 7.2 The AGM 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, and to receive a projection for the forthcoming financial year;
 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 Chairs of 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 Chair, Chairs 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; and
 8. to receive suggestions from members for consideration by the Club Council.
- 7.3 A SGM 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 SGM 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;
 3. 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; and;
 4. to deal with any special matter which the members requiring the SGM may wish to place before the club.

No matters shall be considered at a SGM other than those included in the notice convening the meeting.

- 7.4 Notice of any motion to be discussed at a General Meeting should be given to the Club Chair 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 Officers and Committee Chairs where notice shall be given to the Club Council as above at least fourteen days prior to the date of the meeting.

When a motion is a Material Alteration (see Appendix 1 Definitions) then a Members' Consultation Meeting must be convened by the proposer at least fourteen 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 website not later than twenty-one days before the advertised date of the General Meeting.

The Chair of the General 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.

- 7.5 All ordinary members shall be notified of any General Meeting on the club's website and by email not less than twenty-one 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 section 9.3 below). Material Alterations will require the approval of two-thirds of the voting members at a General Meeting (see section 2.6 above).
- 7.6 On motions to be voted upon at General Meetings which, in the opinion of the Chair, 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 & racketball section can vote for the election of the Squash & Racketball Chair and only tennis section members can vote for the Tennis Chair.
- 7.7 Non-voting members may attend General Meetings.

8. Club Council and Committee Procedure

- 8.1 Meetings of the Club Council shall be called by the club Chair. They shall be called not less frequently than every second month. In addition, any two Club Council members may, in writing, require the Club Chair to call a meeting to be held within fourteen days of such a request.
- 8.2 Meetings of the section Committees shall be called not less frequently than every quarter or as required by the Club Council and set out with the Terms of Reference for the section Committee. Chairs 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 Chairs are also required to provide reports for each Club Council meeting.
- 8.3 At a Club Council meeting, Committee Meeting or General Meeting the person in the chair shall have a normal vote; in the event of equality of votes the motion fails.
- 8.4 The person (or persons) appointed to the role of Club Manager shall not be a voting member of the Club Council.
- 8.5 The minutes of all General Meetings, Club Council meetings and meetings for Tennis, Squash & Racketball, and Social Committees will be displayed on the club website.

9. Non-Club Members and Temporary Members

- 9.1 Ordinary members may introduce playing visitors, who shall pay the appropriate visitors fee (as determined by Club Council and which may be varied from time to time), and who will be the responsibility of their accompanying club member. Such visitors shall be subject to the Club Constitution and Club Etiquette / Code of Conduct. This includes visiting teams, pay and play visitors (see section 9.9), and non-members who hire the club facilities, for the duration of the time that they are on the club premises.
- 9.2 Temporary playing membership may be available at periods of up to three months on payment of fees specified on the club website (as determined by Club Council, and which may be varied from time to time).
- 9.3 No club entrance fee is payable for temporary membership.
- 9.4 Temporary members are subject to the same court booking and light fees as other club members.
- 9.5 Temporary members get no implied priority for booking playing facilities.
- 9.6 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.
- 9.7 Temporary members cannot vote at any club meeting or stand for election as a club officer or join any committee.
- 9.8 Non-club 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 and Club Etiquette / Code of Conduct.
- 9.9 Non-club members may arrange to use the indoor tennis courts and (for a maximum of three occasions and at of-peak times only) the outdoor tennis courts on a Pay and Play basis, on advance payment of the fees specified on the club website (as determined by the Club Council, and which may be varied from time to time). Such bookings must be made in advance with the Club Manager, and will be subject to court availability for the period requested.

10. Bar

- 10.1 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 clubhouse.
- 10.2 The Club Council will solely be responsible for the supply, sale and purchase of intoxicating liquor on club premises.
- 10.3 The Club Council have the right to outsource the management and day to day operation of the bar to a Bar Licensee, subject to formal agreement between the Bar Licensee and the club.
- 10.4 All intoxicating liquor on club premises must be purchased from the club bar.
- 10.5 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 pr continuing to a general gain from the carrying on of the club.
- 10.6 There may be admitted to the club premises persons other than members or their visitors who shall be classed as non-club members (see section 9) and intoxicating liquor may be sold to such persons by or on behalf of the club for consumption on the premises and not elsewhere.
- 10.7 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 be required to be notified to Club Council for endorsement.
- 10.8 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.

11. Data Protection

- 11.1 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.
- 11.2 The club will use email addresses provided to distribute information concerning club news, e.g. newsletters and social events. Unless members specifically request otherwise, members' names, telephone numbers and email addresses will be available to be seen by other members (in a password-protected domain area) for the arrangement of box league matches and tournament matches.
- 11.3 The club's General Data Protection Regulation (GDPR) Privacy Policy is published on the club website.

12. Child Protection Policy and Safeguarding

12.1 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 and allegations of abuse by providing parents and children with the opportunity to voice any concerns they may have; and
- ensures access to confidential information is restricted to the Club Welfare Officer or the appropriate external authorities.

12.2 The club has appointed a Club Welfare Officer (details of whom are displayed in the clubhouse) who has lead responsibility for child safeguarding and acts as the main point of contact for parents, children and outside agencies. The Club Welfare Officer maintains the club's safeguarding policies (which are displayed on the club website) and which are the subject of an annual compliance review by the LTA, with oversight from the Club Council.

Sundry Other Matters

13. Courts

- 13.1 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 unsafe to play or maintenance is required.

14. Club Staff

- 14.1 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.

15. Notices

- 15.1 No paper, notice or placard shall be exhibited, placed 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.
- 15.2 All updates to the club website and emails sent to members are under the control and authorisation of the Club Manager.

16. Alterations

- 16.1 The Club 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.
- 16.2 The Club Council can amend at its sole discretion the values so specified within Appendix 2 of this Constitution and will inform members accordingly.

17. Dissolution

- 17.1 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.
- 17.2 On winding-up or dissolution of the club, no profit or surplus will be distributed other than to Berkhamsted Sports Grounds Charitable Association (BSGCA) provided it is then a registered charity and in default to a sporting or charitable purpose.

Appendix 1: Definitions

The Club

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

Club Chair

means the person elected annually in accordance with section 3.2

Club Council

means the executive committee appointed as defined under section 3.3 to manage the club

Club Officers

means the persons elected annually in accordance with section 3.2

Club President

means the person elected from time to time to be the president of the club in accordance with section 3.1

Club Treasurer

means the person elected annually to manage the financial affairs of the club in accordance with section 3.2

Members

means the members of the club admitted from time to time to membership of the club in accordance with section 5

Trustees

means the persons appointed from time to time to be the trustees of the club in accordance with section 4

Significant Contract Restriction

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 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 subscriptions 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; or
- d) another change that might reasonably affect the quiet enjoyment of the current facilities by the majority of members in a particular playing section

Appendix 2: Members' Discounts and Fees for Team Matches

New Members' Discounts

New members joining (and members joining an additional playing section) after the first quarter of a subscription year (1st April to 31st March) will be offered reduced subscription rates, pro rata for the number of months remaining in the subscription year, as follows:

- April to June (Q1) no reduction;
- July to February pro rata for the number of months remaining in the subscription year; and
- March free on payment in full of subscription for the following year.

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 AGM of the club (section 6.2).

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

The charge for Adult Under 29 members (section 5.1) shall be determined at an AGM of the club (section 6.2).

Match fees

The Club Council will determine the appropriate level of match fees applicable to players representing the club.

Appendix 3: Summary Table of Expenditure Authority Limits

Commitment		Constitution ref	Amount	Section Chair	Club Treasurer	Club Chair	Club Council
1	General expenditure	3.4 Management (within Section Committee ToR)	Not to exceed £250	Approve			
			£250 to £1000	Approve in principle	Both to ratify		
2	New equipment	6.6 Subscriptions and Finance	Not to exceed 20% of annual subscription income				Approve
3	Replacement of equipment (including refurbishment / facilities maintenance projects)	6.6 Subscriptions and Finance	Not to exceed 30% of annual subscription income on any one project				Approve
4	New procurement contract for products and / or services	Appendix 1 Definitions, Significant Contract Restrictions	Not to exceed 10% of annual subscription income and / or Not to exceed an increase in ongoing overheads up to 1% of annual subscription income				Approve

Notes

- All above amounts are inclusive of VAT
- Total expenditure on items 3 and 4 in the above table shall not exceed the annual net income of the club unless agreed by a simple majority approval at a General Meeting of club members (section 6.6 Subscriptions and Finance, and section 7.5 General Meetings)
- Capital expenditure in excess of 50% of annual subscription income is considered a Material Alteration that requires two-thirds majority approval at a General Meeting of club members (Appendix 1 Definitions, Material Alterations, and section 7.5 General Meetings)
- All commitments in excess of the limits for items 2, 3 and 4 in the above table require simple majority approval at a General Meeting of club members (section 7.5 General Meetings)
- As a guide, annual subscription income for y/e 31/3/2025 was £280,482*

* Annual updates to this figure are not Club Constitution amendments requiring approval at a General Meeting