



ALL PREVIOUS CLUB RULES  
RESCINDED

SANDERSTEAD VILLAGE LAWN  
TENNIS CLUB LIMITED

Company Number 1P12224R

CLUB RULES 2024

CO-OPERATIVE & COMMUNITY  
BENEFIT SOCIETIES ACT 2014

REGISTRATION No. 12224R



**SANDERSTEAD VILLAGE LAWN TENNIS CLUB LIMITED**  
**CLUB RULES**

**1. Name**

The Club is called Sanderstead Village Lawn Tennis Club Limited ("the Club").

**2. Registered Office**

The registered office of the Club is 26a, Sanderstead Court Avenue, Sanderstead, Surrey, CR2 9AG.

**3. Definitions**

3.1 "the Chair" means the person elected from time to time to be the Chair of the Club in accordance with Rule 11;

"the CASC" means a Community Amateur Sports Club;

"the CLTA" means the Surrey County Lawn Tennis Association (Tennis Surrey);

"the Honorary Secretary" means the person elected from time to time to be the Secretary of the Club in accordance with Rule 11;

"the Honorary Treasurer" means the person elected from time to time to be the Treasurer of the Club in accordance with Rule 11;

"the LTA" means the Lawn Tennis Association Limited 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;

"the Officers" means the Chair, Honorary Secretary and Honorary Treasurer;

"the Management Committee" means the committee appointed pursuant to Rule 11 to manage the Club;

"the Members" means the Members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

"the President" (if appointed) means the person appointed from time to time to be the President of the Club in accordance with Rule 11;



"Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"Rules" means the rules of the LTA as in force from time to time as indicated in the text;

- 3.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

#### **4. Objects**

4.1 The objects of the Club are:

a) to provide facilities for and promote participation of the whole community in the sport of tennis;

b) to provide and maintain the Club premises at 26a, Sanderstead Court Avenue, Sanderstead, Surrey, CR2 9AG;

c) to provide other ordinary benefits of a community amateur sports club as set out in the HMRC updated guidance notes dated 15 September 2021 for CASC.

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

e) to acquire, establish, own, operate and turn to account in any way the tennis court facilities of the Club together with the land, buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

f) to make Regulations and Standing Orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;

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



h) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 4.

## **5. Membership**

### **5.1 Eligibility for Membership**

- 5.1.1 Persons of either sex are eligible for membership of the Club provided they are at least 18 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 5.1.2 Life Membership is awarded by the Annual General Meeting in recognition of the long and distinguished service provided to the Club by a particular Member.
- 5.1.3 Honorary Membership is awarded by the Management Committee for one year, with a maximum of 3 Honorary Members at any one time.
- 5.1.4 Persons below the age of 18 may be eligible for membership as Junior Members without the right to hold office or vote at general meetings.
- 5.1.5 The Club may admit associate members to the Club for the purpose of learning or playing tennis at particular times and in particular circumstances at the Club's facilities. The Management Committee shall decide on such times and circumstances from time to time in accordance with the interests of the Club members and of the promotion of tennis.

### **5.2 Admission of Members**

- 5.2.1 Those accepted as Full, Honorary and Life Members shall hold one £1 non-transferable share in the Club, which is not redeemable under any circumstances and will not confer any right to receive any interest or dividend or a share of the proceeds if the Club is dissolved in accordance with Rule 20. The share is forfeit on cessation of membership for whatever cause.
- 5.2.2 The Club may refuse membership to a particular person only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute.

### **5.3 Classes of Members**



5.3.1 There shall be the following classes of members for the Club:

Full, Honorary and Life.

Only Full, Honorary and Life Members shall be entitled to receive notice of, attend and vote at general meetings. The Associate Members shall be entitled to all the other privileges of membership other than the right to receive notice of, attend and vote at general meetings.

5.3.2 There shall be the following classes of Associate Members of the Club:

Parent Players Juniors Hiring Players Students

Participants in Special Club Coaching Sessions Social

5.3.3 Members are required to complete an application form containing their name, home address, e-mail address (if applicable) along with their subscription.

#### 5.4 *Subscriptions*

5.4.1 The annual subscription for each type of Member shall be determined from time to time by the Annual General Meeting on the recommendation of the Management Committee.

5.4.2 The Members shall pay the annual subscription fees set out on a pro rata 4 monthly basis depending on when they join the Club during the year. The subscription year will run from 1 April – 31 March the following year.

5.4.3 No one shall be entitled to the privileges of membership until he has paid his first annual subscription.

5.4.4 Any Member whose annual subscription is not paid by or within one month of the due date shall be deemed to have resigned their membership of the Club.

#### 5.5 *Conditions of Membership*

5.5.1 Each member agrees as a condition of membership:

a) to be bound by and subject to the Club Rules as in force from time to time;

b) to be bound by and subject to the Rules and the Disciplinary Code of the LTA.



5.5.2 Rule 5.5 confers all the benefits of 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 5.5, 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.

5.5.3 The Management 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.

## **6. Resignation**

A Member may withdraw from membership of the Club at any time. Membership shall not be transferable in any event. Any person ceasing to be a member forfeits all rights and claims upon the club, its property and its funds.

## **7. Expulsion**

7.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the Club for him to remain a Member. However, such decision will only be made for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute.

7.2 A Member shall not be expelled unless he is given 14 days written notice of the meeting of the Management Committee at which his expulsion shall be considered and provided with written details of the complaint made against him.

7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to answer complaints made against him and to cross-examine any witnesses and must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.

7.4 Appeal against such a decision may be made to the Club's Members at a general meeting and decided by a majority vote.

7.5 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting.



## **8. Effect of Resignation or Expulsion**

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and he has no right to the return of any part of his subscription.

## **9. The Management Committee**

- 9.1 The Club shall be managed by a Management Committee consisting of the Chair, the Honorary Secretary, the Honorary Treasurer, the Club Captain(s), and up to five other Members elected at the Annual General Meeting. The members of the Management Committee may exercise all the powers of the Club for the purposes of the management of the Club.
- 9.2 Each member of the Management Committee must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being elected.
- 9.3 The Club 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 and the Rules and the Disciplinary Code of the LTA. Such agreement to contain express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the club can enforce any breach at its option and in its sole discretion.
- 9.4 The Honorary Secretary shall send to the Members each year a nomination form for the election of members of the Management Committee or Officers of the Club. Those persons proposed to be nominated as either members of the Management Committee or as Officers of the Club, must be nominated by any two Members qualified to vote at the Annual General Meeting, on the form prescribed by the Management Committee. This must be submitted to the Honorary Secretary by such date as the Management Committee shall prescribe each year and must be signed by the candidate. No Member may nominate more than one candidate for any one post.
- 9.5 Any person nominated to the Management Committee must be a Member of not less than one years' standing.
- 9.6 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the Annual General Meeting. If there is more than one candidate for any particular vacancy there shall be an election at the Annual General Meeting for that position. This will be held by a secret ballot.



- 9.7 The Management Committee shall be elected at the Annual General Meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the Annual General Meeting following their re-election or election (as the case may be).
- 9.8 In addition to the Members elected or appointed at the Annual General Meeting, the Management Committee may co-opt up to 2 further Members in the case of a specific project who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.9 The Management Committee may appoint any Member to fill any casual vacancy on the committee until the next Annual General Meeting when that person shall retire but shall be eligible for re-election.
- 9.10 Retiring members of the Management Committee may be re-elected.
- 9.11 A member of the Management Committee shall be deemed to have vacated office if
- a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - b) he is, or may be, suffering from mental disorder; or
  - c) he resigns the office by notice to the Club; or
  - d) he shall without sufficient reason be absent for more than three consecutive meetings of the Management Committee without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
  - e) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CLTA or the LTA; or
  - f) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 9.12 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will



lead to automatic disqualification from the Management Committee. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

## **10. Proceedings of the Management Committee**

10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year. The quorum of such meetings shall be 4. The Honorary Secretary shall give all the members of the Management Committee not less than 7 days' notice of a meeting.

The Chair and the Honorary Secretary shall have discretion to call emergency meetings of the Management Committee at 24 hours' notice if they consider it to be in the interests of the Club.

10.2 The Chair shall be the chair of the Management Committee and shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if the Chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be Chair of the meeting.

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

10.4 The Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such powers and duties of the Management Committee as the committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter contracts for the purposes of the Club on behalf of all the Members. The committee, when it deems necessary and appropriate can introduce special offers on membership fees. Normally these would fall under a category of Hiring Players.

10.6 The members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly



## **11. Annual General Meeting**

11.1 The Annual General Meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:

a) to receive reports from the Club Captain(s) on the playing activities of the Club and from the Honorary Secretary and Chair on the wider conduct of the Club during the previous year;

b) to receive and consider the accounts of the Club for the previous year, and the Honorary Treasurer's report as to the financial position of the Club, including a recommendation about the annual level of subscriptions;

c) to remove, elect, or confirm that the auditor(s) or Independent Examiner(s) remain in office, but no one directly connected to the Club shall be appointed to this position;

d) to elect the Officers and other members of the Management Committee;

e) to remove or appoint a President of the Club, if this is felt necessary;

f) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;

g) to deal with any special matters which the Management Committee desires to bring before the membership;

h) to attend to any further business which may be accepted at the discretion of the Chair provided it does not call for an alteration of the rules, the winding up of the Club, the transfer of any of the Club's assets, the borrowing of money, or any expenditure not within the immediate financial resources of the Club.

11.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Honorary Secretary not less than 7 days before the meeting.

## **12. Extraordinary General Meetings**

An Extraordinary General Meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than 10



Members. Those Members must state the purposes for which the meeting is required and the resolutions proposed.

### **13. Procedures at the Annual and Extraordinary General Meetings**

- 13.1 The Honorary Secretary shall send to each Member at his last known e-mail address or home address (if e-mail is not supplied) written notice of the date of the general meeting together with the resolutions to be proposed at least 14 days before the meeting.
- 13.2 The quorum for the Annual and Extraordinary General Meetings shall be 15 Members or one-fifth of the membership of the Club (whichever is the greater number).
- 13.3 The Chair shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside, the Members present and entitled to vote may choose one of their number to be Chair of the meeting.
- 13.4 Only Full, Honorary and Life Members present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chair of the meeting shall have a casting or additional vote.
- 13.5 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at Annual and Extraordinary General Meetings.
- 13.6 There shall be no right for a member to vote by proxy.

### **14. Guests**

- 14.1 Any Member may introduce guests to the Club, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.



- 14.2 There must be a record of all guests playing at the club. This should show the date they visited, their name and member who introduced them. This record can be electronic or in paper form.
- 14.3. No one may be admitted as a guest on more than three occasions in any calendar year, after which they will be expected to join the club. The only exception is where such visits have the approval of an officer of the Club.

## **15. Coaches and Players**

The Club agrees that all qualified coaches and, so far as reasonably practicable, players and other persons using the 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 of the LTA, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.

## **16. Alteration of the Rules**

These rules may be altered by resolution at an Annual or Extraordinary General Meeting provided that the resolution shall not be passed unless carried by a majority of at least three quarters of the Members present and voting at the general meeting, the notice of which contained particulars of the proposed alteration or addition.

## **17. Regulations and Standing Orders**

The Management Committee shall have power to make, repeal and amend such Regulations and Standing Orders as it may from time to time consider necessary for the wellbeing of the Club, provided they shall not prejudice the Club's status as a Community Amateur Sports Club. Such Regulations and Standing Orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## **18. Finance**

- 18.1 All monies payable to the Club shall be received by the person authorised by the Management Committee to receive such monies and shall be deposited in a bank account in the name of the Club, excepting that some cash will be retained for day-to-day financial management. The Honorary Treasurer is authorised to pay all bills / invoices via online transactions and record such payments which must be reported to the Management Committee at each



meeting. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

- 18.2 The Club is a non-profit making organisation and the income and property of the Club shall be applied solely towards promoting the Club's objectives as set forth in these rules and no portion thereof shall be paid or transferred directly or indirectly to the members of the Club.
- 18.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, member or employee of the Club and to any other person or persons for services rendered to the Club.
- 18.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.
- 18.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditor or a report on these accounts shall be prepared by an auditor or independent person as required by law. The accounts must be made available to every Member when notice concerning the Annual General Meeting is given.

## **19. Borrowing**

- 19.1 The Management Committee may borrow a maximum total amount equivalent to five times the turnover of the Club on behalf of the Club for the purposes of the Club from time to time at its own discretion, and with the sanction of a general meeting any further money above that sum.
- 19.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to authorise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at a general meeting.
- 19.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

## **20. Dissolution**

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



- 20.2 The dissolution shall be testified by the signature of three quarters of the members on an instrument of dissolution in the form prescribed by the Treasury Regulations or by winding up in the manner provided by the Co-operative and Community Benefit Societies Act 2014.
- 20.3 In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed among the Members of the Club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies:
- a) A registered charitable organisation(s)
  - b) Another club which is a registered CASC
  - c) The sport's national governing body (LTA) for use by them for related community sports activities.