Torphins Tennis Club Constitution 1987
Revised Version January 2012

NAME
1. The name of the Club shall be “The Torphins Tennis Club”.

OBJECTS
2. The objects of the Club shall be:
   a. To promote the sport of tennis in the community of Torphins.
   b. To encourage young people to learn and play tennis and provide coaching opportunities for these purposes.
   c. To raise funds and administer them for these purposes.

MEMBERSHIP
3. The Club shall consist of Ordinary Members and Junior Members (ie. under the age of 16 years as at the first of May each year).

MANAGEMENT
4. The affairs and assets of the Club shall be managed by the Committee appointed in accordance with Clause 13 hereof, which may delegate any part of its duties to such individuals or sub-committees as it may from time to time appoint.

OFFICE BEARERS
5. The Office Bearers of the Club shall be Chairman, an Honorary Secretary and an Honorary Treasurer.
6. After each Annual General meeting the Members shall elect the Committee from their own number to hold office for the ensuing year.
7. Retiring Office Bearers of the Club shall be eligible for re-election but it shall not be competent for any individual to hold the office of Chairman for an uninterrupted period exceeding three years.

THE COMMITTEE
8. The Committee shall consist of the Office Bearers plus a minimum of three representatives from the Ordinary Members and at least one Junior Member.
9. The Committee shall have the power to fill casual vacancies in the representation of the Ordinary Members, unless these vacancies occur at an Annual General Meeting. The Committee shall also have special power to co-opt for any of its meetings any person with special experience of value to the Club. Co-opted persons shall have no vote and shall serve in a consultative capacity only.

PROPERTY
10. The Chairman, Secretary and Treasurer shall be ex-officio Trustees for the Club and any assets, property or invested funds of the Club shall be held by them as Trustees. The Trustees shall act in conformity with the instruction of the Committee and shall be indemnified against reasonable claims and expenses out of the property of the Club.
SUBSCRIPTION
11. Subscription
   a. The annual subscription for Ordinary Membership of the Club shall be agreed at the AGM.
   b. The annual subscription for Junior Membership of the Club shall be agreed at the AGM.
   c. Annual subscriptions shall be payable on or before the 31st of March for the Financial Year to 31st of January following.
   d. No member whose subscription is in arrears shall be entitled to vote at any meeting of the Club.
   e. Visitors may use the facilities only upon payment of an hourly fee to be fixed each year at the time of the AGM of the Club.

FINANCIAL YEAR
12. The Financial Year shall end on the 31st of January in each year and accounts made up to that date, duly audited, shall be laid before the members at the Annual General Meeting.

ANNUAL GENERAL MEETING
13. An Annual General Meeting of the members shall be called on a fixed date by the Committee as soon as practicable after the conclusion of the Financial Year to receive the Annual Report of the Committee, to receive the Annual Audited Accounts, to elect the Committee from the Ordinary Members, and to conduct any other competent business.

EXTRAORDINARY GENERAL MEETING
14. An Extraordinary General Meeting of the members shall be called at any time by the Secretary upon instruction from the Chairman, or from the Committee or from a requisition in writing signed by not less than ten Ordinary Members. The requisition and notice must specify the business to be discussed and/or the motion(s) to be proposed.

NOTICE OF GENERAL MEETINGS
15. The Secretary shall give seven days clear notice in writing of all General Meetings.

QUORUM
16. The quorum for a meeting of the Committee shall be four members.

VOTING
17. At a General Meeting of the members each Ordinary Member present in person, or by proxy, shall have one vote. The Chairman shall have the casting vote.
18. A member unable to attend a General Meeting in person may appoint in writing a proxy to act and vote on his/her behalf. A person who is not a member of the Club shall not be eligible for appointment as a proxy. Notices of proxy must be lodged with the Chairman prior to the commencement of the meeting.
RULES

19. The Committee may from time to time make such rules as it may determine for the conduct of the Club, always provided that such rules do not conflict with the terms of the Constitution and are confirmed by the members at the next Annual General Meeting.

ALTERATION OF THE CONSTITUION

20. Alterations may be made to this Constitution provided:
   a. Fourteen days written notice of the proposed change have been given to all Ordinary Members of the Club, and
   b. The alterations are approved at an Annual General Meeting, or an Extraordinary General Meeting called for the purpose, by a majority of not less than three quarters of the members present and voting in person or by proxy.

WINDING UP

21. In the event of the disbandment of the Club, its assets, less liabilities, shall be disposed of at the discretion of the Committee and members.

LEASE

22. The lease shall be for a period of 20 years and is to be paid in advance from the Martinmas (28th November) 1987. The lease shall be terminated in the event of:
   a. The Tennis Club being wound up
   b. The Tennis Club becoming extinct
   c. Play being discontinued for any two successive years
   d. Rent being overdue by more than two weeks
   e. Any breach in the conditions of the lease.

CODE OF CONDUCT

23. Code of Conduct

1. Defined terms
   1.1 In the rules, unless the context requires otherwise:
       “Disciplinary Code” means the disciplinary code of [the LTA] in force from time to time;
       “[LTA]” means [LTA CLG] and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
       “[member]” means a member of Torphins Tennis Club;
       “Rules” means the rules of [the LTA] as in force from time to time;

2. Conditions of Membership
   2.1 Each member agrees as a condition of membership:

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

¹ This means that each member of Torphins Tennis Club agrees to be bound by the rules of Torphins Tennis Club.
To be bound by and subject to the Rules and the Disciplinary Code\(^2\).

2.2 Rule [2(1)] confers a benefit on [the LTA] and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by [the LTA] at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of rule [2(1)] without the prior written consent of [the LTA]. The identity of each member shall be notified to [the LTA] by Torphins Tennis Club in accordance with the LTA’s direction from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule [2(1)], should be enforceable by any person who is not a party to this agreement.

2.3 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.

3. The Management Committee Torphins Tennis 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, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that:

   (i) The agreement confers a benefit upon [the LTA];
   (ii) The agreement creates third party rights in [the LTA]’s favour;
   (iii) Both or one of [the LTA] and/or Torphins Tennis Club can enforce any breach at its/their option and in its/their sole discretion\(^3\);
   (iv) The agreement may not be varied, amended or revoked without the prior written consent of [the LTA]; and

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\(^2\) This means that each member of Torphins Tennis Club agrees to be bound by the rules of Torphins Tennis Club.

\(^3\) This means that the members of Torphins Tennis Club’s Management Committee need to agree to comply with the LTA’s Rules and Disciplinary Code.
(v) The identity of each member of the Management Committee shall be notified to [the LTA] by Torphins Tennis Club in accordance with the LTA’s discretions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

4. Coaches and Players
Torphins Tennis Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of Torphins Tennis Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that:

(i) The agreement confers a benefit upon [the LTA];
(ii) The agreement creates third party rights in [the LTA]’s favour;
(iii) Both or one of [the LTA] and/or Torphins Tennis Club can enforce any breach at its/their option and in its/their sole discretion;
(iv) The agreement may not be varied, amended or revoked without the prior written consent of [the LTA]; and
(v) The identity of each person to whom such agreement relates shall be notified to [the LTA] by Torphins Tennis Club in accordance with the LTA’s directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

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4 This means that Torphins Tennis Club is expected to get its unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use its facilities to sign up to the LTA’s Rules and Disciplinary Code.