



# Bracknell Lawn Tennis Club Rules

September 2019



## Introduction

This document sets out the rules for running and managing the club and that all Members and Associate Members agree to adhere to while a member of Bracknell Lawn Tennis Club. Bracknell Lawn Tennis Club Ltd is a Company Limited by Guarantee and in addition to these rules shall adhere to the Articles of Association [1], for the avoidance of doubt the Articles of Association [1] will take precedence to these rules.

## References

1. Bracknell Lawn Tennis Club Ltd Articles of Association  
TBD
2. LTA Disciplinary Code  
<https://www.lta.org.uk/globalassets/about-lta/lta-disciplinary-code.pdf>
3. Contracts (Rights of Third Parties) Act 1999  
<https://www.legislation.gov.uk/ukpga/1999/31/contents>
4. Companies Act 2006  
<https://www.legislation.gov.uk/ukpga/2006/46/contents>

## Rules

### 1. Management of the Club

- 1.1. The management of the Club shall reside in its directors.
- 1.2. The Management Committee may make regulations consistent with the Articles of Association and the Rules of the Club.
- 1.3. The Rules of the Club shall be alterable only in a General Meeting and approved by a majority of the Members present or by proxy
- 1.4. The text of any proposed alteration to the Rules must fall within the bounds of the Articles of Association and must be:
  - 1.4.1. Displayed in the Clubhouse for not less than 14 days prior to the General Meeting.
  - 1.4.2. Notified to all Members, in writing, at least 14 days prior to the General Meeting.
- 1.5. The Club shall be affiliated to the Lawn Tennis Association.

### 2. Management Committee

- 2.1. The Management Committee, who are the Directors of the club, consists of:
  - Chairman
  - Club Captain
  - Secretary
  - Treasurer
  - Mens Captain
  - Ladies Captain
  - Match Secretary



- Junior Secretary
- Pavilion Leader
- Bar Leader
- Grounds
- Social Secretary
- PR Secretary

2.2. In the absence of the Chairman, the Chair is taken by the Club Captain, Secretary or Treasurer, in that order

2.3. Election of the Directors.

2.3.1. Election of the Directors is in accordance with the Articles of association.

2.3.2. Directors will be elected annually at the AGM and will hold their position from 1<sup>st</sup> November following the AGM to 31<sup>st</sup> October the following year. Directors may stand for re-election.

2.3.3. If a Director cancels or does not renew their membership during their appointment then they will be deemed to have resigned their position as a Director and will immediately cease in that role.

2.3.4. Nominations for a Director will open not less than 6 weeks prior to the AGM. Nomination forms will be available in the clubhouse. Candidates shall be proposed by a full playing Member (9.1.1), but may be seconded by any Member as defined in Rule 9.

2.3.4.1. A nominee for Chairman, Club Captain, Treasurer or Club Secretary post shall have paid a full playing Member's (9.1.1) subscription for the last two years.

2.3.4.2. A nominee for Men's Captain, Ladies' Captain and Match Secretary shall be a full playing Member (9.1.1).

2.3.4.3. A nominee for other Committee posts shall be any Member as defined in Rule 9. The Secretary will append the details of those properly nominated to the List of Nominations. Nominations will close 3 weeks before the AGM.

2.3.5. The names of all nominees, as displayed in the Clubhouse, shall be advised in writing to all Members no less than 14 days before the Annual General Meeting.

2.3.6. 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, the Rules and the Disciplinary Code [2], such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 [3] applies and that the LTA and the club can enforce any breach at its option and in its sole discretion

2.3.7. Candidates must be eligible to be a director under the Companies Act 2006 [4].

2.3.8. In the event of a vacancy being available on the Management Committee, the Directors can co-opt any Member into that role if the role has been advertised as being available to all eligible Members for not less than 4 weeks. Candidates shall be proposed in accordance with rule 2.3.4. In the event of multiple candidates a vote shall be held of Members at a time to be advertised, a list of nominees shall be advertised in writing no less than 14 days before the vote.

### 3. Sub-Committees

3.1. Sub-committees shall be formed and be led by the Director elected as follows:

- Match and Tournament Sub-committee (Club Captain, Men's Captain, Ladies' Captain, Match Secretary and Junior Coordinator).



- Social Sub-committee.
- Pavilion Sub-committee.
- Bar Sub-committee.
- Ground Sub-committee.
- Junior Sub-committee.
- PR and Recruitment Sub-committee.

Sub-committee members, other than the Match and Tournament Sub-committee and the Bar Sub-committee, who must be elected at the AGM, shall be co-opted by the leader of the respective sub-committee and approved by the Management Committee.

- 3.2. Match and Tournament Sub-committee. The Match and Tournament Sub-committee is responsible for arranging matches and tournaments, for the selection of teams and for the organisation of general play for Members and Associate Members.
- 3.3. Social Sub-committee. The Social Sub-committee consists of the Social Secretary and co-opted members, and is responsible for the social activities of the Club.
- 3.4. Pavilion Sub-committee. The Pavilion Sub-committee consists of the Pavilion Leader and co-opted members, and is responsible for the provision of refreshments and the general cleanliness and upkeep of the Pavilion.
- 3.5. Bar Sub-committee. The Bar Sub-committee consists of the Bar Leader and members elected at the AGM, to comply with Licensing Laws, and is responsible for the provision of alcoholic and soft drinks and the observance of prevailing licensing regulations. The bar sub-committee will be made up of a maximum of 15 members, from the clubs Members as defined in Rule 9. If a vacancy arises the Management Committee can co-opt replacement(s).
- 3.6. Ground Sub-committee. The Ground Sub-committee consists of the Ground Leader and co-opted members, and is responsible for the maintenance of the Club premises, including courts and court equipment, clubhouse, hedges, parking area, fences, gates and all equipment.
- 3.7. PR and Recruitment Sub-committee. The PR and Recruitment Sub-committee consists of the PR and Recruitment Leader and co-opted members.

#### **4. Coaches and Players**

- 4.1. The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of 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 [2], such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 [3] applies and that the LTA and the club can enforce any breach at its option and in its sole discretion <sup>1</sup>

#### **5. General Meetings**

- 5.1. An AGM shall be held in October each year and the Secretary shall give at least 14 days' written notice of the:
  - 5.1.1. time, date and place of the meeting to all Members;
  - 5.1.2. the general nature of the business to be dealt with at the meeting; and

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<sup>1</sup> This means that each club/registered place to play is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code [2].



5.1.3. the full text of each special resolution [and ordinary resolution] and the intention to proposed such a resolution as a special resolution or ordinary resolution, in accordance with the Articles of Association [2] and the Companies Act [4].

5.2. All Members (9) and Associate members (10) shall be entitled to attend, but only Members (9) shall be entitled to vote, provided that 6 months' paid-up membership has elapsed.

5.3. The Secretary shall take the minutes of the proceedings at all meetings of the Club.

## 6. Extraordinary General Meetings (EGM)

6.1. The Secretary shall summon an Extraordinary General Meeting on receipt of a request by not fewer than half the directors (rounded down), or by not fewer than 20 Members as defined in Rule 9. Any such request shall state the subject to be discussed or the resolution to be proposed. The Secretary shall give each member at least 14 days' written notice of the meeting and of the business for which the meeting is called.

6.2. Only the Management Committee may call an EGM to set aside a resolution proposed and carried at the preceding AGM.

6.3. The EGM will be carried out in accordance to the Articles of Association [1].

## 7. Playing Rules

7.1. The playing rules of the Club shall be those adopted by the LTA, except for social tournaments and other special occasions.

## 8. Regulations of Play

8.1. Clothing shall recognised tennis apparel. T-shirts are acceptable, but not articles from other sports. Tracksuits may be of any colour. Correct tennis shoes must be worn.

8.2. Courts may be reserved by the Club Captain or the appointed representative for the occasion, for matches, match practice and tournaments, within the limits prescribed by the Management Committee.

8.3. A playing visitor may play on the courts on the invitation of a Member, within the entitled playing hours of that Member. No visitor may play on more than 6 days in any membership year.

8.4. The fees for visitors shall be known as 'Court Fees' and shall be decided by the Management Committee.

8.5. The payment of Court Fees is the responsibility of the sponsoring Member. Fees must be paid, PRIOR TO PLAY. Visitor details must be recorded in accordance with Rules 18.1.2.1 and 18.1.2.2.

## 9. Membership

9.1. Members shall consist of the following categories:

9.1.1. **Full Playing Members.** This class includes adult members qualifying for full unrestricted play:

- **Senior.** Senior membership is the class for members from the age of 18, effective date 1 April.
- **Couple.** Couple membership is the class open to two cohabiting adults.
- **Country.** Country membership is the class for adults living over 25 miles from the Club.
- **Student.** Student membership applies to any member over 18 years old, as at 1 April of the current year, who is in full-time education.
- **Young Adult.** Member aged between 18 and 23.

9.1.2. **Off Peak Membership.** This class includes adult members qualifying for restricted time of play membership:



- **5 Day Off Peak.** 5 Day Off Peak membership is the class for members from the age of 18, effective date 1 April. Playing time is restricted to Mon-Fri, 9am to 5.30pm only.
- **5 Day Off Peak Plus.** 5 Day Off Peak Plus membership is the class for members from the age of 18, effective date 1 April. Playing time is restricted to Mon-Fri, 9am to 5.30pm only and Sunday 1:30pm-5pm.

9.2. Members are bound by the terms of the Articles of Association [1].

9.3. The maximum number of Members in each class shall be determined by the Management Committee.

## 10. Associate Membership

10.1. In addition to membership categories there are also associate members, who have restricted rights and are not consider members within the Articles of Association.

10.1.1. They are not eligible to be elected as a director

10.1.2. They may attend but are not eligible to vote at a general meeting.

10.2. Associate Member shall consist of the following categories:

10.2.1. **Junior.** Junior membership contains categories:

- **Mini Junior.** Under 11 years old at 1 April. Playing time is restricted to Mon-Fri 8am-6pm, unrestricted on Sat/Sun.
- **Junior.** Under 18 years old at 1 April. Playing time is restricted to Mon-Fri 8am-6pm, unrestricted on Sat/Sun.
- **Junior with Senior Status.** Available by invitation only as agreed by the Match and Tournament Sub-committee (3.2). Aged between 14 and 18. Unrestricted playing time. Eligible to enter singles box league from age of 16.

10.3. The maximum number of Associate Members in each class shall be determined by the Management Committee.

## 11. Conditions of Membership and Associate Membership

11.1. Each Member and Associate Member agrees as a condition of membership:

11.1.1. to be bound by and subject to these rules (as in force from time to time) <sup>2</sup>

11.1.2. to be bound by and subject to the Rules and the Disciplinary Code [2]. <sup>3</sup>

11.2. Rule 11.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999 [3]. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 11.1, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 [3], by any person who is not a party to this agreement.

11.3. The Management Committee may terminate the membership of any person in accordance with the Articles of Association [1], 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.

## 12. Junior Section

12.1. Facilities for junior play are determined by the Management Committee, which is required at all times to promote and encourage junior members in the game of Lawn Tennis.

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<sup>2</sup> This means that each member of the club agrees to be bound by the rules of the club/registered place to play.

<sup>3</sup> This means that each member of the club agrees to be bound by the LTA's Rules and Disciplinary Code.



### **13. Conduct of Members and Associate Members**

- 13.1. Notices. The posting of notices shall be subject to the approval of the Secretary.
- 13.2. Security. The last member to leave the Club must ensure that:
  - 13.2.1. All lights, except security lights, are extinguished.
  - 13.2.2. All doors, windows and gates are secure.
  - 13.2.3. The alarm is activated.
- 13.3. Car Park. Members shall park cars in such a manner as to ensure free movement for others to park and depart. The club accepts no liability for cars damaged in the car park or for property stolen from those cars.
- 13.4. Keys and Alarm Tags. Members must ensure that alarm tags and keys to the Clubhouse do not fall into the hands of persons other than Club members. If keys or alarm tags are lost this should be reported to the club secretary as soon as possible.

### **14. Termination of Membership**

- 14.1. The Club requires any member, upon leaving, to return alarm tags and keys of the Club, whereupon the deposit paid for them will be refunded by the Treasurer.
- 14.2. The Management Committee – at a meeting attended by two-thirds of its members, including two Chairman, Club Captain, Treasurer and Secretary – shall have the power to require the resignation of any member or associate members whose conduct is considered to be incompatible with the interests of the Club.
- 14.3. The Directors shall not be liable to give any reason for such action, nor shall any member have claim or remedy against the Club or the Directors.

### **15. Subscriptions**

- 15.1. The membership year shall commence on 1 April each year and end on 31 March in the following year
- 15.2. Rates of subscription for the various classes of membership shall be determined by the Management Committee, with due regard to the requirements of the Sinking Fund. The Sinking Fund shall be reserved part of the clubs funds to be used for court resurfacing, floodlight replacement and clubhouse replacement. The Fund may be used for other major developments, but only when a General Meeting is shown how it will be replenished in good time for proper purpose. All guarantors of loans outstanding shall be informed if the Sinking Fund is to be used, even if they are no longer members of the Club.

### **16. Accounts**

- 16.1. The Treasurer shall keep such proper books of account as will enable her/him to present at the accurate report and statement concerning the finances of the Club.
- 16.2. The accounts of the Club shall be made up to 31 March each year, and shall be presented at the next General Meeting.

### **17. Bar Provisions**

- 17.1. Licence Requirements. The Bar Leader shall arrange the supply of alcoholic drinks for members, and for other persons on the Club premises, and shall secure observance of current licensing requirements, and of any conditions attached to any licence held by or on behalf of the Club, or to any registration certificate granted in respect of the Club premises.
- 17.2. Commission. No person shall be paid at the expense of the Club any commission or similar payment on or with reference to the purchase of alcoholic drinks; nor shall any person derive personal pecuniary benefit from the supply of such drinks to members or guests.



17.3. Bar. The Bar is out of bounds to all members except those on duty and members of the Management Committee.

17.4. Opening Hours. The Bar may be opened for the sale of intoxicating liquor, as required, by members of the Bar Sub-committee, within the statutory licensing hours (11:00 – 23:00 weekdays and 12:00 – 22:30 Sundays).

### **18. Intoxicating Liquor.**

18.1. The sale of intoxicating liquor is permitted in accordance to the license agreement and only to:

18.1.1. Members.

18.1.2. Guests. Bona-fide guests may purchase and consume intoxicating liquor provided that:

18.1.2.1. No member shall be entitled to introduce more than 3 bona-fide guests into the Club at any one time.

18.1.2.2. The names and addresses of all guests and the name of the member signing them in shall be entered into a book maintained for that purpose, such book to be kept on the premises.

18.1.3. Visiting Teams. Competitors and Officials (excluding spectators and supporters of same) of teams visiting for the purpose of playing a match may purchase and consume intoxicating liquor.

18.1.4. Social Functions. Intoxicating liquor may be sold to persons attending the Club premises for social or other functions organised or authorised by the Club, provided that the number of such functions shall not exceed 12 in any one year, and no function shall be permitted to which admission may be obtained by payment of money at the door, whether by ticket or otherwise.

### **19. Exclusion and Liability**

19.1. Neither the Club nor any of its directors thereof shall be liable to any member, associate member or guest of a member or any other person for the loss of, or damage to, any property, occurring from whatever cause, in or about the Club premises; a notice to this effect shall at all times be displayed in a prominent position on the Club premises.

## Definitions

“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 the Club admitted from time to time to membership of the Club in accordance with Rules 9, 10 and 11; Only members defined in rule 9 are members for the purpose of the Articles of Association [1].
“Rules”	means the rules of the LTA as in force from time to time;
"the Management Committee"	means the committee appointed under Rule 2 to manage the Club;