CONSTITUTION

(Latest revision July 2023)

Falmouth *Sports* Club
Western Terrace
Falmouth
TR11 4QJ
Telephone 01326 311056
E-mail office@falmouthsportsclub.co.uk

RULES

1. Name

The Club shall be called The Falmouth Sports Club (**"**The Club**"**)

2. Definitions

2.1 "the Chair" means the person elected from time to time to be the chairperson of the Club in accordance with rule 9.7;

"the Committee" means the executive committee appointed under rule 8 to manage the Club;

"the CLTA" means Cornwall County Lawn Tennis Association;

"ES" means England Squash of National Squash Centre, Rowsley Street, Manchester M11 3FF;

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

"the ES Rules" means the rules of ES as in force from time to time;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of the National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

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

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

"member" means a member of the Club;

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with rule 16;

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

3. Affiliation

The club shall be affiliated to:-

3.1 The LTA

3.2 ES

4. Objects

The aims and objectives of the Club are:-

4.1 to promote and provide and maintain facilities for the amateur sports of Tennis, Squash and Racketball ("the Sports") in the Falmouth area and community participation in the same.

4.2 to offer coaching and competitive opportunities to all members and to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002.

4.3 to sell or supply food or drink as a social adjunct to the sporting purposes of the Club..

4.4 to ensure a duty of care to all members.

4.5 to provide fair and equal opportunities for membership and participation for all groups in sport and leisure facilities.

4.6 to encourage young people by providing a junior culture within the Club activities

4.7 to promote the Club within the local community.

4.8 to develop an understanding of fair play and present a 'code of conduct' for sporting activity.

5. Membership

5.1 The Club shall consist of the members.

5.2 The Club shall have different categories of membership and subscription on a non discriminatory basis as set out in the Bye-laws of the Club.

5.3 Persons of either sex are eligible for membership of the Club provided they accept and support the objectives of the Club. 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.

5.4 Only full Rackets Sporting members over the age of 18 years ("Full Members") shall be entitled to receive notice of and vote at general meetings. A member other than a Full Member shall be entitled to all the other privileges of membership relevant to his class of membership but shall not have the right to receive notice of and vote at general meetings.

5.5 Persons under the age of 19 may be admitted as Junior members (12 – 18 years) or Mini members (under 12 years).

5.6 In accepting membership each member of each category agrees as a condition of membership:

5.6.1 to be bound by and subject to these rules and the Bye-laws of the Club and the rules and regulations of the relevant CLTA (as in force from time to time) and the rulings of the Club Committee; (See Bye-laws on pages 9 & 10)

5.6.2 to be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and

5.6.3 to be bound by and subject to the ES Rules and the ES Disciplinary code.

5.7 Rule 4.4 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. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 4.4, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.

5.8 Any person who wishes to become a member must submit an application in such form as the Committee shall decide. Every candidate for membership shall be considered by the Committee which shall admit the candidate to membership of the Club unless to do so would be contrary to the best interests of the Sports or the good conduct and interests of the Club. A person may be given temporary membership under rule 5.9 and shall not be entitled to any other privileges of the Club until their application for membership is approved by the committee.

5.9 Temporary membership of the Club for any period of less than one year but more than one week may be granted to such persons as the Committee shall think fit.

5.10 The Committee may subject to rule 14 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule

6. Membership Fees

6.1 Membership fees (subscriptions) shall be stipulated from time to time by the Committee, distinguishing between categories and age groups. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.

6.2 The Committee may decide upon other charges or subscriptions at its discretion.

6.3 All subscriptions must be paid on or before the first day of the period to which the subscription applies. If after a written reminder has been sent a subscription had not been paid within 28 days of the date upon which is was due the defaulter, subject to the contrary decision of the Committee, immediately ceases to be a member of the Club.

6.4 A defaulter may, in the absolute discretion of the Committee, be readmitted to membership on payment of all arrears.

7. Officers

7.1 The officers of the Club shall be:-
Membership Secretary
Honorary Treasurer
Honorary Secretary

7.2 The Officers shall be appointed by the Committee following the Annual General Meeting.

7.3 All officers shall retire annually but shall be eligible for re-appointment.

7.4 Any vacancy occurring may be filled by a member of the Committee.

8. Executive Committee

8.1 The management of the Club shall be vested in the Executive Committee ("the Committee"**)**. The Committee shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the members.

8.2 The Committee shall act for the members. Liabilities incurred shall fall upon the membership (provided the Committee act in accordance with the constitution, in honesty and good faith).

8.3 The Committee shall comprise eight elected members, plus:-

Membership Secretary)
Honorary Treasurer } see rule. 7.1
Honorary Secretary)

Also, at the discretion of the Committee, a maximum of three co-opted members. Co-opted members shall retire at the Annual General Meeting following such co-option.

8.4 The Club agrees that each member of the Committee will be required, as a condition of Election or appointment, to agree to be bound by and subject to these rules, the LTA Rules and the LTA Disciplinary Code, 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.

8.5 Subject to there being at least 4 elected members of the Committee remaining after any retirements one quarter of the elected members of the Committee shall retire at the Annual General Meeting each year. The retiring members shall not be eligible for re-election for the following year unless no or insufficient new club members are proposed for election to the committee in accordance with rule 9.

8.6 The Committee shall hold not less than six meetings per annum; meetings shall normally be held monthly on the second Monday.

8.7 Five members of the Committee shall constitute a quorum and the Chair of each meeting shall have a casting vote.

8.8 Every question at a meeting of the Committee shall be determined by a simple majority of the vote of the members present and every voting member having one vote. In the event of an equality of votes the Chair of the meeting shall have a casting vote.

8.9 The Committee may appoint from members of the Club such Sub-Committees as it may deem necessary and may delegate or depute to them such of the powers or duties of the Committee to such extent and on such terms and conditions as the Committee may determine. The Committee may revoke any delegation or deputation or alter its terms. Such Sub-Committees shall report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee. Such Sub-Committees may be reconstituted annually.

8.10 The interpretation of the Club constitution shall be vested in the Committee who shall decide all questions relating to the Club save those specified in or involving an amendment to the constitution. (See rule 17)

8.11 The Committee shall be responsible for considering any application for membership and shall decide if this membership should be accepted. This decision shall be in accordance with a non-discriminatory policy specified in rule 5.3.

8.12 The Committee shall be empowered to make Bye-laws fixing the subscription rate for all temporary members whose subscription is not covered by the provisions of rule 6 above.

8.13 Any person accepting election or nomination to the Committee who has any financial or other relevant interest which could be a potential conflict of interest with the Club 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 Committee membership.

8.14 A member of the Committee shall be deemed to have vacated office if:

8.14.1 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

8.14.2 a registered medical practitioner who is treating that person gives a written opinion to the Committee stating that that person has become physically or mentally incapable of acting as a member of the Committee and may remain so for more than three months; or

8.14.3 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

8.14.4 he resigns his office by notice to the Club; or

8.14.5 he shall without sufficient reason for more than three consecutive meetings of the Committee have been absent without permission of the Committee and the Committee resolves that his office be vacated; or

8.14.6 he is suspended from holding office or from taking part on any activity relating to the administration or management of the Club by a decision of the CLTA, the LTA or ES; or

8.14.7 he is requested to resign by not less than two-thirds of the other Committee members acting together.

8.15 The Committee shall have due regard to the law on disability discrimination and child protection.

9. Election of Committee

9.1 21 days before the Annual General Meeting a Notice shall be posted in the hall of the club stating the number of vacancies on the Committee to be filled and the names of the members of the Committee retiring by rotation.

9.2 A candidate for election to the Committee shall be proposed and seconded by two members of the club who shall (with the candidate) sign the above Notice not less than one week before the Annual General Meeting. If the number of candidates nominated shall not exceed the number of vacancies the candidates shall from the Annual General Meeting become elected members of the Committee.

9.3 If the number of nominations shall exceed the number of vacancies a ballot will be held at the Annual General Meeting. No member may vote for more candidates than the number of vacancies to be filled nor give more than one vote to any one candidate.

9.4 The candidates who receive the most votes must be declared elected up to the number of vacancies and, in the case of two or candidates receiving an equal number of votes, the Chairman may have a casting vote.

9.5 In the event of a vacancy on the Committee, the Committee may appoint any member of the club to fill the vacancy until the next Annual General Meeting.

9.6 The proceedings of the Committee are not invalidated because there are less than prescribed number of members.

9.7 The Committee shall elect from amongst the members of the Committee its Chair and Vice Chair and also appoint an independent qualified professional to verify the accounts.

10. Finance

10.1 The Club is a non-profit making organisation. Subject to Rule 16.3, the income and property of the Club shall be applied solely towards promoting the objects of the Club as set forth in these Rules. Under no circumstances will any portion of the Club's income or property be paid to or distributed directly or indirectly among members of the Club.

10.2 The Club Treasurer is responsible for the finances of the Club.

10.3 Nothing in rule 10.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Committee (without the Member being present) and are agreed with the member on an arm's length basis

10.4 The Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, member or employee of the Club and to any other person or

persons for services rendered to the Club. Such remuneration may take any form and may include any arrangements in connection with the payment of an allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.

10.5 The Club may pay any reasonable expenses that members of the committee properly incur in connection with their attendance at meetings of the Committee or at general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club**.**

10.6 The financial year of the Club ends on 31st. March.

10.7 Proper accounts shall be kept of all sums of money received and paid out by the Club.

10.8 A statement of accounts up to and including the end of the financial year shall be prepared each year and presented at the Annual General Meeting of the Club. This statement shall have been approved by an Independent Qualified Examiner.

10.9 The funds of the Club shall be lodged at a bank or building society in an account in the name of the Club and all payments of more than £1000 drawn on these accounts shall be authorised by any two of the following officers:-

Honorary Treasurer;
Honorary Secretary;
Chair;
Vice Chair.
Payments up to £1000 shall be authorised by one of the officers.

11. Annual General Meeting and Other Meetings

11.1 The Annual General Meeting (AGM) of the Club shall be held in every year during the months of June or July when the annual report of the Chair and the audited statement of accounts up to the end of the previous financial year shall be presented.

11.2 All General and Special meetings shall be convened by notices posted in the hall of the Club and sent to each member two weeks previously. Such notices shall specify the nature of any business to be transacted at such meetings. In the case of a proposal to alter a rule of the Club the nature of such alteration shall be stated in the notice calling such a General or Special Meeting.

11.3 The dates of the Annual General Meeting and meetings of the Committee shall be determined at the previous meeting. In addition the Committee may call a meeting when considered necessary or desirable.

11.4 The quorum for General Meetings shall be 10% of the membership eligible to vote.

11.5 A Special General Meeting shall be called by an application in writing to the secretary, signed by not less than 60 members. The Committee shall have the power to call a Special General Meeting by decision of a simple majority of its members.

11.6 The minutes of any meeting signed by the Chair shall be deemed to be correct and shall be received as conclusive evidence in all legal or other proceedings.

11.7 General and Special meetings shall be competent to entertain and determine any business relating to the Club, it's property, management, objects or rules, but no rule established by a General or Special meeting shall be altered except at a General or Special meeting after notice has been given in the summons or notice calling such a meeting.

11.8 Motions and questions at the Annual General Meeting and Other General Meetings

must be submitted to the Secretary not less than 7 days before the date of the meeting. No Other business can be discussed on the floor of the meeting other than questions relating to the financial accounts.

12. Voting Procedures

12.1 Only Full Members shall be entitled to vote at any Annual or Special meeting.

12.2 All questions that may come before any General or Special meeting shall be determined by a majority of members voting thereon.

12.3 The Chairperson shall have a casting vote.

12.4 There shall be no right for a member to vote by proxy. No person may represent more than one member.

13. Property and Staff

13.1 Responsibility for all property owned or leased by the Club and for the employment of paid staff and volunteers rests with the Committee.

13.2 Any member removing or damaging any Club property or infringing any of the rules or bye-laws of the Club shall be liable to a fine at the discretion of the Committee besides the amount of the damage. Unless such fine shall be paid within 7 days after notice in writing has been given to the member by the Committee, such member shall cease to be a member of the Club.

13.3 The Club may when authorised thereto by a resolution of the Committee duly passed in the name of Trustees hold purchase and take on lease any land and may sell exchange or mortgage or lease any such land and erect alter or pull down building on it and obtain advances of and borrow money for the purposes of the Club (whether by means of a loan from the Club's bankers or by way of an overdraft on any current account of the Club with its bankers or by any other means) upon such terms as to interest and as the time and manner of repayment of principal and interest or otherwise howsoever as the Committee may determine and the Committee may authorise the mortgaging or charging by or on behalf of the Club of any property (whether reality or personalty) of the Club to secure any such borrowing as aforesaid.

14. Discipline and Appeals

14.1 In the event of any breach of the rules or bye-laws of the Club being reported to the Committee, the Committee shall immediately call the attention of the member responsible for such breach and such member shall be liable to be dealt with under rule 14.2

14.2 Should the conduct of any member, either in or out of the Club, be in the opinion of the Committee detrimental to the character, good order or welfare of the Club, the Committee shall (at a meeting attended by at least two thirds of its members) have absolute power to expel and discharge such member.

14.3 A member shall not be expelled unless he is given 14 days' written notice of the meeting of the Committee at which his expulsion shall be considered and written details of the complaint against him.

14.4 The member shall be given an opportunity to attend before the Committee to answer complaints made against him. The member must not be expelled unless at least two-thirds of the Committee then present vote in favour of his expulsion. Any member so expelled may not enter the Club as a guest of any member.

14.5 The 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 for the purpose of making his representations.

14.6 If a member is expelled, they have the right to appeal within 5 working days. The expelled member shall be given an opportunity to attend the appeal meeting. The Committee shall convene a meeting to consider the appeal. The decision of the appeal meeting will be final.

15. Effect of Resignation or Expulsion

15.1 A member may resign from membership of the Club by written notice to the Club. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.

15.2 A person ceasing to be a member forfeits all rights 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. The Committee may refund an appropriate part of a resigning member's subscription if it considers it appropriate taking account of all the circumstances.

16. Dissolution Procedures

16.1 The Club may be wound up on a resolution passed by a majority of at least two thirds of the Full Members present and voting at a Special meeting convened for that purpose upon the request of at least 60 Full Members of the Club. At least 14 days notice of the meeting shall have been sent to all Full Members of the Club.

16.2 In the event of the passing of the resolution to wind up the Club, the dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

16.3 Any property remaining after discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) another club with similar sports purposes which is a registered charity and/or (ii) another club with similar sports purposes which is a registered Community Amateur Sports Club and/or (iii) the LTA and/or ES for use in community related initiatives.

17. Review of the Constitution

17.1 This constitution shall be reviewed on an annual basis.

17.2 Amendments to the Constitution shall only be agreed at General meetings.

17.3 Additions to or alterations of the Constitution shall be submitted to the Secretary not less than 21 days before the date of the meeting. No resolution involving an amendment to the Constitution may be proposed or amended from the floor of a meeting.

17.4 Any amendments to the proposed motion duly proposed and seconded in like manner shall be submitted in writing to the secretary not later than 3 days before the said meeting.

17.5 Any alteration to the Constitution shall require a two thirds majority of members present and voting.

17.6 In the event of any question or matter arising which is not provided in the Constitution such question or matter shall be dealt with by the Committee, whose decision will be final.

18. Guests and Non Members

18.1 Non members may be admitted to the Club as guests of members or upon invitation of the committee on the following special occasions:-

18.1.1 Social events

18.1.2 Tournaments or other sporting events provided that the number of days in any one year upon which non members may be admitted to the Club as aforesaid shall not exceed 31. Non members so admitted shall be entitled to purchase intoxicating liquor for consumption on the premises.

18.1.3 Court usage for a fee.

18.2 Non members may be admitted to the Club as guests of members The committee shall have the power to restrict and apply conditions on admission of non members to the Club.

18.3 Non members may be introduced into the Club provided the person has not been previously declined membership, been expelled from membership of the Club, deemed to have breached any club rules, evading paying for a membership or banned entry to the Club by the committee.

18.4 The member introducing a guest must enter the name of the guest together with his or her name in a book which must be kept on the Club premises.

18.5 The committee will have the power to ban any non-member from entering the club for any period of time that they deem fit, such a ban does not prevent that person from applying for membership.

19. Trustees

19.1 The real property of the Club shall be vested in not more than four and not less than two Trustees.

19.2 The Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the members who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Committee or until a resolution removing him from office shall be passed at a general meeting by a majority comprising two-thirds of the members present and voting. Any Trustee ceasing to be a member of the Club shall, ipso facto, cease to be a Trustee.

19.3 All property of the Club including land and investments, shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

19.4 The personal property of the Club shall be vested in the Committee for the time being.

20. Bye-Laws

20.1 The Committee shall have power to make Bye-laws governing all matters in connection with provided that no such Bye-laws shall be inconsistent with the Constitution of the Club. Such Bye-laws shall be binding until rescinded by the Committee. (See Bye-laws below)

21. Complaints

21.1 Any complaints shall be made in writing to any member of the Committee.

22. Use of Facilities

22.1 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 and,

22.1.1 for tennis use, the rules and regulations of the CLTA, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the CLTA can enforce any breach at its option and in its sole discretion;

22.1.2 for squash and racketball use, the ES Rules and the ES Disciplinary Code.

23. Purchase and Supply of Liquor

23.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Committee.

23.2 No one may at any time receive at the expense of the Club any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

23.3 No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.