



*Broomhill Lawn Tennis & Squash Club*

# Constitution & Rules

Version History

Date	Updated by	Sections changed	Comment
9 February 2017	Graham Clark	25.1	Added Vice President to list of allowable bank signatories to facilitate easier payments. As approved by the Members present at the 2017 Annual General Meeting
9 February 2012		5.2.1, 5.2.3	Added Student Membership category and removed Winter Tennis Member. Amended definition of Family membership.
9 May 2011	Claire MacKelvie	5.1.1, 5.1.3, 8.1, 15.8	EGM discussed Constitution changes to support grant funding applications
12 February 2009			As approved by the Members present at the 2009 Annual General Meeting

Constitution Articles**1. Name**

The Club, established in 1922, is called Broomhill Lawn Tennis and Squash Club, and consists of its Members ("the Club").

**2. Definitions**

2.1 "the CLTA" means County Lawn Tennis Association which for the Club means Tennis Scotland.

"the LTA" means The Lawn Tennis Association (the governing body of lawn tennis within Great Britain, the Channel Islands and Isle of Man) of the Queen's Club, West Kensington, London W14 9EG;

"the President" means the person elected from time to time to be the President of the Club in accordance with Rule 14;

"the Honorary Secretary" means the person elected from time to time to be the Honorary/ secretary of the Club in accordance with Rule 14;

"the Honorary Treasurer" means the person elected from time to time to be the Honorary treasurer of the Club in accordance with Rule 14;

"the Management Committee" means the committee appointed under Rule 15 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 Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 29, normally the President, the Honorary Secretary and Honorary Treasurer unless agreed otherwise by the Members.

"the Office Bearers" means the persons elected in accordance with Rule 14.

"Convenor" means a person elected by the Members or appointed by the Management Committee to be a convenor in accordance with Rule 15.

"the Rules" means the rules and regulations as drawn up in this Club Constitution.

2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

**3. Objects**

The objects of the Club are:

(a) to provide tennis, squash, social and recreational activities and generally to encourage and facilitate the

playing of tennis and squash;

(b) to provide and maintain Club premises at 399 Crow Road, Broomhill, Glasgow, G11 7DZ

(c) to promote, improve, develop and support the interests of tennis and squash;

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

(e) to affiliate to the governing squash body which organises any leagues or tournaments in which players representing the club are participating and uphold the Rules and Regulations of that body.

(f) to acquire, establish, own, operate and turn to account in any way the facilities of the Club together with playing courts, buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

(g) to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;

(h) to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA or any equivalent body governing squash matches in which members are representing the club (as appropriate) where so required by the Rules and Regulations of the LTA or the CLTA (as the case may be) or any equivalent body governing squash matches;

(i) 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 3.

#### **4. Application of Surplus Funds**

4.1 The Club is a non-profit-making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No surplus will be distributed other than to the Members on winding-up or dissolution of the Club, subject to Rule 34.

4.2 Nothing in Clause 4.1 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 Management Committee (without the member being present) and are agreed with the member on an arm's length basis.

#### **5. Membership**

##### 5.1 Eligibility for membership

5.1.1 Membership is open to all and no application will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion.

5.1.2 Persons below the age of 18 may be elected as Junior Members without the right to hold office or vote at general meetings.

5.1.3 The maximum number of Members of the Club is at the discretion of the Management Committee and will depend on whether any or all of the facilities reach saturation point. This, in turn, will depend on the relative mix of players and social members.

##### 5.2 Categories of Membership

5.2.1 The membership of the Club shall be in the following categories:-

Full members: 18 years of age and over at April 1<sup>st</sup>

Junior members: Under 18 years of age at April 1<sup>st</sup>

Student Members: In full time higher education and under age of 25 on April 1<sup>st</sup>

Social members: 18 years and older who are not permitted to use playing facilities

Country members: 18 years and older who live further than 40 miles from the club

5.2.2 Country membership will be offered to Members, who have been Full Members for at least 3 years and who at present live 40 miles or further from the Club, at the discretion of the Management Committee. Such members will not be eligible to play on a regular basis in team matches.

5.2.3 Family membership shall be available for at least one full member residing at same address as at least one junior or student member.

5.2.4 Not used

5.2.5 Subject to Rule 34, all Full members, together with Social Members who meet the conditions of Rule 34.1ii), shall be entitled to receive notice of, attend and vote at general meetings. The other 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.

## **6. Honorary Life Membership**

Any General Meeting of Club Members at which there is a quorum present shall be able to confer upon any member, nominated by the Management Committee for special or exceptional services for the Club, the distinction of Honorary Life Membership of the Club by a majority of those present, provided at least 14 days prior notice of such motion shall have been notified to all Members.

Such nomination and subsequent approval shall be on condition that the Management Committee can demonstrate to the satisfaction of the Members in attendance that the Club's financial position in terms of current assets and forward investment plans are sufficiently healthy to withstand the loss of subscription revenue arising from conferring such Honorary Life Membership.

The number of Honorary Life Members shall not exceed 20.

## **7. Implied Membership**

Subject to Rules 8.6 and 9.2 and 11 and 12, any person in membership of the Club shall be deemed to have intimated his or her intention of remaining in membership and shall be liable for the appropriate subscription in any season unless he or she shall have tendered his or her resignation in writing to the Honorary Secretary before the date of the Annual Club Opening Day.

## **8. Election of Members**

8.1 Applications for election as members shall be by completion of a membership application form as defined by the Management Committee. All members of the Club of whatever category shall be elected by the Management Committee who shall have the power to reject any candidate providing the candidate is given a good reason for rejection as a member of the Club and a right to appeal the decision within the Club.

8.2 Applications for election to Membership by Junior Members will be countersigned by the applicant's parent or guardian to the effect of accepting responsibility for i) payment of the annual subscriptions due; ii) the behaviour of the proposed Junior member in the Clubhouse or while representing the Club elsewhere; iii) the safety and security of junior member if under the age of 16 at 1<sup>st</sup> April and attending the club.

On acceptance of membership, the key to the clubhouse will be issued to the applicant's parent or guardian.

8.3. Every candidate for membership who has been duly elected by the Management Committee shall be informed of his or her election by the Secretary of the Club who shall send to him or her a request for the appropriate subscription.

8.4 A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a Member before those two days have lapsed.

8.5. Subject to Rule 8.4, when an elected candidate has paid his or her annual subscription, he shall be a Member of the Club and shall be entitled to all the privileges of the Club applicable to his category of Membership subject to Rules 5 and 34 and shall be deemed to have agreed to be bound by these Rules and

any other Rules or Bye-Laws made by the Management Committee.

8.6 If any elected candidate fails to pay his first annual subscription within one month from the date of notification of his election the Management Committee shall annul his election.

## **9 Subscriptions**

9.1. The amount of Annual Subscriptions for each class of member shall be proposed by the Management Committee and determined by the Club Members at the Annual General Meeting. An entrance fee may be applied at the discretion of the Management Committee.

Annual subscriptions for Full members may vary depending on certain criteria as may be decided by the Management Committee.

The subscriptions will be payable in advance or as otherwise agreed, by each category, and the facilities and privileges to be accorded to each category shall be reviewed annually at the Annual Meeting of Club Members.

9.2. Subscriptions will normally become due and payable on the 1st day of April each year. If the subscription of a member shall be in arrears, the secretary shall send him a request for immediate payment and if his subscription is not paid within 21 days of such request, the Management Committee shall remove his name from the Register of Members and he shall thereupon cease to be a Member and shall forfeit all rights of membership including participation in tournaments and matches. The Management Committee may at any time at their discretion restore membership upon payment of all arrears of subscription that are due.

9.3 In order to further the Club's ambitions and standing in Scottish Tennis and Squash the Management Committee have the power to grant a limited number of Guest Memberships to individuals who excel in either sport. These guest

Members will be expected to participate in competitive matches, encourage the Club's Junior Members and promote the Club positively to external individuals and organisations, and throughout the local community. Each year all such guest Memberships will be reviewed by the Management Committee with a view to continuation or curtailment.

## **10 Guests**

10.1 Subject to the privilege of introducing visitors being suspended at any time by the Management Committee, a Full Member may introduce one guest as a visitor to the Club in any month. The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with this Rule 10 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.

Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Management Committee, but no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.

10.2 The same visitor cannot be a guest more than three times in a season.

10.3 Subject to Rule 8.2, junior members wishing to introduce a visitor have to seek the appropriate authority from a member of the Management Committee.

10.4.1 No person who has been expelled from Membership of the Club may introduce a visitor.

10.4.2 Members introducing visitors shall be responsible to the Management Committee for the conduct of their visitors on the Club premises.

10.5 Any person on club premises who is not a Member and is not a visitor in accordance with Rule 10 shall not be eligible to make any claim against the Club for any loss, damage, or personal injury or any other event which would otherwise be covered within the Club's insurance arrangements.

## **11. Resignation**

A Member may withdraw from membership of the Club on one calendar month clear notice to the Management Committee. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership in accordance with procedures stated in Rule 12.

## **12 Conduct of Members**

12.1 If the conduct of any Member, either in or out with the Club premises, is in the opinion of the Management Committee detrimental to the character, good order and standing of the Club, the Management Committee shall have absolute power to expel or suspend any Member and such Member shall not be able to make a claim against the Club or Committee whatsoever.

12.2 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 be accompanied by a representative or friend, who may answer complaints made against the member and to cross-examine any witnesses on behalf of the member. The member must not be expelled unless at least two-thirds of the Management Committee then present, subject to Rule 16.3, vote in favour of his expulsion.

12.3 Any person who has been expelled or has withdrawn from membership of the Club shall forfeit all right and interest in the property and funds of the Club and shall have no claim against the Club for the return of his membership for the penalty of expulsion.

12.4 Notwithstanding anything contained in these Rules, the Management Committee shall have power, in their absolute discretion, to substitute a period of suspension from membership for the penalty of expulsion.

12.5 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 for the purpose of making his representations.

### **13. Addresses**

13.1 Members shall notify the Secretary forthwith of any change of address or other contact details.

13.2 No member shall give the address of the Club in any advertisement or use the Club address for business purposes without the explicit permission of the Management Committee.

### **14. Office Bearers**

The Office Bearers of the Club shall be of not less than 18 years of age, shall consist of 1) a President, 2) a Vice President, 3) a Secretary, 4) a Treasurer. The Office-Bearers shall be elected bi-annually with the exception of the first year, when any two Office-Bearers shall retire after one year in office. Retiring Office-Bearers shall be eligible for re-election.

### **15 Management Committee**

15.1 The Management Committee shall be responsible for the conduct and shall have full and complete control of the business affairs of the Club and all matters appertaining thereto.

15.2 Insofar as not inconsistent with sub-section 15.5 hereof, 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).

15.3 The Management Committee shall consist of the Office-Bearers and the following persons, Tennis Convenor, Squash Convenor, Social Convenor, House Convenor, Bar Convenor and Junior Convenor. No Office Bearer shall be eligible to stand as Convenor.

15.4 These Convenors shall be open to election annually. Retiring post holders shall be eligible for re-election.

15.5 In the event of a vacancy occurring during the course of the year, it may be filled by the Management Committee co-opting a member, this Member shall only hold office until the Annual General Meeting.

15.6 The Management Committee shall decide at its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.

15.7 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 next 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. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.

15.8 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 resigns his office by notice to the Club; or

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

(d) 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 in the case of the squash convenor where similar rulings by the ruling body or Scottish Squash apply;

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

15.9 The Management Committee shall propose each year any honorarium net of tax to be made to the Trustees, representatives of the Management Committee and the Auditor.

No honorarium made to any individual shall exceed the equivalent of one Full membership annual subscription fee, and total honoraria shall not exceed the equivalent of four Full member annual subscription fees.

## **16. Proceedings of The Management Committee**

16.1 The President of the Club and in his absence the Vice-President shall preside at meetings of the Management Committee. In the absence of either of the fore mentioned the Management Committee shall elect a Chairman.

16.2 The Management Committee shall meet as often as necessary to carry out the business of the Club and in any event not less than eleven times in each calendar year, with approximately one month intervals and no more than one interval of two months.

Subject to par 16.5, at the end of each meeting a date must be set for the next meeting.

16.3 Four members of the Management Committee shall form a quorum for all meetings of the Management Committee.

16.4 Every member of Management Committee shall have one vote on every question and in the case of a split vote, the Chairman shall have a casting vote.

16.5 The President and the Honorary Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Honorary Secretary shall give all the members of the Management Committee not less than seven days' notice of a meeting.

## **17 Sub Committees**

The Management Committee may from time to time appoint from among its number sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. The composition of these Sub-Committees shall consist of their respective convener and such number of Club Members as the Management Committee may decide. 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.

Sub-committees may not commit the club to any financial outlays or contractual or legal obligations without prior permission of the Management Committee.

## **18 Bye-Laws and Regulations**

The Management Committee shall have power to make such bye-laws and regulations as it considers necessary for the proper management of the Club, provided that there be nothing therein contained contrary to these Rules and that such bye-laws and regulations be prominently displayed in the Club premises. Such by laws and regulations and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## **19 Employees and Contracts**

19.1 The Management Committee shall have power to employ such staff as are required for the purposes of

the Club, will have sole right of determining the terms and conditions of employees and to dismiss such staff subject to statutory requirements and obligations. Staff who have been dismissed for reasons of conduct shall not be eligible to hold any office in the Club or to be a Member thereof.

19.2 The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

19.3 No member other than a member authorised by the Management Committee will be granted, expressly or implicitly, or will assume or purport to assume power to incur financial outlay, charges or expense of any kind on behalf of the Club or so as to bind or attempt to bind the Club, without the express authority of the Management Committee given in writing.

## **20 Not used**

### **21. Annual General Meetings**

21.1 Once in each year on the second Thursday in the month of February, an Annual General Meeting of the Club shall be held for the purpose of transacting the following business.

- a) To receive a report from the Management Committee on the general condition of the Club and its activities.
- b) To receive and consider the Accounts of the Club for the preceding year to 31<sup>st</sup> December.
- c) To elect Office Bearers and Convenors to serve on the Management Committee.
- d) Elect an auditor or auditors.
- e) To approve the Minutes of the previous Meeting whether General or Extraordinary; and
- f) To transact any other competent business.

21.2 Fourteen days at least before any Annual General Meeting, notice of such meeting and of the business to be transacted thereat shall be posted in the Club premises and no business other than that of which notice shall have been given shall be transacted at such meeting unless invited by the Chairman.

21.3 Subject to Rule 5.2.5, Any Annual General Meeting of Club Members shall be competent to transact business if a quorum of 15 Full Members is present. .

21.4 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.

### **22 Voting and Procedures at General Meetings**

22.1 At all General Meetings every full Member is entitled to have one vote providing that in case of a tied vote the Chairman of the Meeting shall have a second and casting vote.

22.2 Voting at General Meetings shall be a show of hands unless the Chairman of the meeting otherwise directs.

22.3 The Chairman's decision as to the result of the voting on any question shall be final and an entry in the Minute Book signed by the Chairman of the Meeting shall be final and conclusive of the terms of any resolution and of its having been passed or not passed.

22.4 The Honorary Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

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

22.6 The President shall preside at all General Meetings of the Club or in his absence the Vice-President shall preside. If neither are present within 15 minutes after the time appointed for the meeting or both have signified their inability to be present at the meeting, the Members present and entitled to vote in accordance with Rule 5.2.5 may choose one of the other members of the Management Committee present to preside. 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 chairman of the meeting.

### **23 Extraordinary General Meetings**

23.1 An Extraordinary General Meeting of the Members of the Club may at any time be called by the Management Committee either a) by the Management Committee itself or b) on the receipt by the Secretary



of a requisition by at least 15 Full members or one-fifth of the total number of Members with voting rights in accordance with Rule 5.2.5 (if less) requiring such a meeting to be held and specifying the purpose for which they desire the meeting. In either case the Management Committee shall send at least 14 days notice to each Member with voting rights to his last known postal address and posted in the club premises.

23.2 Subject to Rule 5.2.5, any motion at an Extraordinary General meeting shall be carried if a majority of the members present at the meeting vote in favour of it.

23.3 Subject to Rule 5.2.5, any Extraordinary General Meeting of Club Members shall be competent to transact business if a quorum of 10 Full members is present.

#### **24 Management Committee Duties and Responsibilities**

24.1 The Honorary Secretary shall keep a Register of the Members of the Club and full and correct Minutes of all meetings and act as executive officer for the Management Committee.

24.2 The Honorary Treasurer shall keep full and accurate account of the Financial Affairs of the Club and shall complete yearly accounts to 31st December, and present them duly audited to the ensuing Annual General Meeting of the Club.

24.3 In addition, the office bearers and convenors of the club shall fulfil, to the best of their abilities, the roles described in the appendix A to these rules. The contents of the appendix will be determined by the Management Committee.

#### **25 Financial Responsibilities**

25.1 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. No sum shall be drawn from that account except by cheque signed by two of the four signatories who shall be the President, Vice President, Honorary Secretary and Honorary Treasurer and Bar Convenor. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit in a manner which does not put the original sum at risk.

25.2 The income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

25.3 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.

25.4 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Honorary Treasurer.

#### **26 Gambling**

Gambling in the Club premises is strictly forbidden other than that permitted under the Licensed Gaming Acts. Any member contravening this rule will be liable to immediate expulsion from the Club.

#### **27 Excisable Liquors**

27.1 The sale and supply of excisable liquors in the Club shall be under the sole control of the Management Committee who shall ensure full, accurate accounts of all receipts and expenditure in connection therewith. In the event that the licensee as appointed by the Management Committee is not a member of the Management Committee, the Bar Convenor shall be responsible for reporting to the Management Committee and the Members on matters pertaining to the Club's licence.

The licensee will be responsible for external communications with licensing authorities to ensure the Club complies with the requirements of such authorities.

27.2 No Office-Bearer or Convener and no employee of the Club, shall have any personal interest in the purchase and sale of excisable liquors in the Club or in the profits arising from such purchase and sale.

27.3 No excisable liquors shall be sold or supplied in the Club premises:

- a) To any person under the age of 18 years,
- b) To any visitor unless on the invitation and in the company of a Member of who alone shall be responsible for payment thereof,

27.4 Excisable liquors shall be sold or supplied in the Club premises only during the permitted hours prescribed by statute or regulations for Clubs or any duly authorised extension thereof.

### **28 Responsibility for Loss**

Neither the Management Committee, nor the Club nor any person connected with it shall be responsible to any Member, visitor, guest or any other person for the loss of any money or other property on the premises of the Club.

### **29 Trustees**

29.1 All heritable property belonging to the Club shall be held in the names of the President, the Secretary, and the Treasurer and their successors in office as Trustees for the Members of the Club. The trustees, through the Management Committee shall at all times to the best of abilities keep the buildings and grounds in good and proper condition and repair and keep the buildings suitably insured against loss by fire and other risks and shall maintain and administer said heritable property in the best interest of the Club and Club Members.

29.2 The Trustees shall have all the rights, power, privileges and immunities usually accorded to gratuitous Trustees in Scotland whether under Statute or at Common Law according to the most liberal interpretation and may appoint any of their own number to act in a professional capacity and remunerate him for his services.

29.3 Without prejudice to the powers of borrowing referred to in Rule 30, the Trustees shall not dispose, lease, convey, excamb or feu any of the said heritable property without the authority of the Club in an Extraordinary General Meeting.

29.4 The property, effects and funds of the Club when so ever derived, shall be applied solely towards the promotion of the objects of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise however by way of profit to the Members of the Club.

### **30 Borrowing Powers**

30.1 The Management Committee shall have absolute discretion to borrow with or without security all money or monies required for the purpose of the Club and a resolution passed by the Management Committee at a meeting thereof shall be sufficient authority to the Trustees to grant or execute the necessary documents, but the Trustees shall not thereby incur any personal liability for any debts or liabilities contracted by the Club or by the Management Committee.

30.2 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

30.3 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

### **31. Indemnifications**

31.1 No Office-Bearer, Convenors, persons to whom the Management Committee has delegated power or member of the Club shall be held personally liable to any creditor for any debt of the Club, properly incurred by the Club acting through its authorised representatives hereunder including liability for repayment of principle or interest of any loan or document of debt issued by the Club or on behalf of the Club and the Club will free and relieve its Office Bearers, Convenors and Club Members of any personal responsibility and of all actions, proceedings, costs, charges, claims and demands whatsoever which may arise in the execution of their duties, and binds the whole assets and funds of the Club in security of same.

31.2 The Trustees shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such Trustee in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of his or their duties. The Management Committee may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

**32 Hours of Opening**

The Club premises shall open on such days and during such hours as the Management Committee may decide.

**33. Alteration of Constitution and Rules**

33.1 Subject to the conditions laid down in Rule 5.2.5, the Constitution and Rules may be altered and amended by a resolution passed by a majority of the Members present and entitled to vote at any General Meeting of the Club provided that due notice of the intention to propose the said resolution has been given in the notice convening the Meeting.

33.2 A copy of the Constitution and Rules shall be made available by the Honorary Secretary to Members on request.

**34 Dissolution**

34.1 Members can vote on changes to the Constitution or on matters which relate to the disposal of fixed assets or to dissolve the Club at General Meetings ( Annual or Extraordinary) only if they meet either of the following criteria:

- i) They are currently in at least their seventh year of continuous full membership.
- ii) They are currently a member of the club in any category of membership and have a history of membership which can be traced back, without any breaks, from their membership to a period which includes six years as a Full member.

34.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

34.3 Any property remaining after the discharge of debts and liabilities of the Club shall be paid to or distributed equally among the Members who meet the criteria of membership laid down in Rule 34.1

**APPENDIX A****MANAGEMENT COMMITTEE RESPONSIBILITIES****President**

Lead on all issues requiring management committee decisions, policy matters and strategic decisions;  
Ensure management committee members have sufficient resources at their disposal to execute their duties;  
Chair Management Committee meetings, AGM's and EGM's and other meetings as appropriate;  
Act as club representative and communicate with membership and external organisations on matters of club policy and outwith the remit of the Honorary Secretary.

**Honorary Secretary**

Manage of all memberships records including communication with the membership on club rules and policy;  
Prepare and distribute minutes of meetings including management committee meetings, Annual General Meeting and Extraordinary General Meetings and other meetings as appropriate;  
Communicate with external organisations and governing bodies which are not the responsibilities of other office bearers and convenors;  
Attend to all matters associated with administration including notices and forms;  
Maintenance of the Club five year diary.

**Honorary Treasurer**

Recording all income and expenditure, and control of all business with the club's bank;  
Manage all matters relating to finance including those associated with employees of the club;  
Provide on request financial models which may influence major investment decisions  
Report to management committee on the club financial position, and report audited accounts to membership at the Annual General Meeting  
Manage of all tax issues and legal compliance as applicable to the finances of the club.

Note: The above three office bearers are the Trustees of the Club and as such are responsible for the authorising documentation with legal implications regarding the operation of the Club.

**Vice President**

Deputise for President at internal meetings and with external organisations;  
Lead specific projects as agreed with management committee.

**Bar Convenor**

Represent club in negotiations with and purchases from suppliers associated with the operation of the bar;  
Manage of all finances relating to the bar;  
Ensure the bar is sufficiently stocked at all times;  
Co-ordination of all matters relating to functions either organised within the club or those booked by individuals including staffing and supplies;  
Provision of support to house convenor in the maintenance and cleanliness of the bar equipment and environment;

Liaison with the Club licensee in the event the latter is not a member of the Management Committee, and report to the Management Committee and the Members on all matters relating to the Club's license to sell excisable liquor.

**House Convenor**

Repair and maintenance of the club house and land including all internal and external fixtures and fittings;

Negotiate contracts with service suppliers including those relating to security and insurance;

Manage person(s) employed by the club to clean the facilities and/or undertake caretaker duties;

Lead or support specific upgrade and improvement projects as agreed with the management committee.

**Tennis and Squash Convenors**

Co-ordination of competitive, social and coaching activities in tennis and squash respectively;

Represent the club and communicate, either directly or via nominated persons, with organisations to which the club is affiliated, or to whose rules the club has to comply in order to fulfil competitive obligations.

**Social Convenor**

Arrange and co-ordinate fund raising events and social activities;

Encourage maximum involvement of members in the non playing aspects of the club.