

Club Constitution

Registered Office and Grounds:
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FOREWORD

The Sheen Lawn Tennis & Squash Club (“The Club”) occupies Premises which are owned by the Sheen Lawn Tennis & Squash Club Limited, which is a non-profit making private company with limited liability (“The Company”).

Over 90% of the issued shares in The Company are owned by the Trustees of a trust (“The Trust”) constituted by a Declaration of Trust dated 5th March 1969 which holds such shares for the benefit of Members of The Club.

The Club is operated by its members through Sectional Committees co-ordinated by a Club Managing Committee (“The Managing Committee”).

This Constitution sets out The Rules and Byelaws which govern The Club and which constitute the terms of the mutual contract which each Member enters into with other Members.

RULES

NAME

1. The name of The Club shall be The Sheen Lawn Tennis & Squash Club. Its colours shall be green and gold and its badge a grasshopper.

INTERPRETATION

2. In these Rules and Byelaws

- (a) “The Club’s Officers”, either jointly or individually, means the Chair and Vice-Chair of The Managing Committee;
- (b) “The Club Chair” and “The Club Vice-chair” mean the Chair and Vice-chair respectively of The Managing Committee;
- (c) “member” means a member of The Club;
- (d) “tennis member” means a member of the tennis section of The Club and “squash

- member” means a member of the squash section of The Club;
- (e) “Members of The Club” include honorary life members, all adult playing members, social and youth members. References to male members apply equally to female members unless the context otherwise requires;
 - (f) “Premises” includes all courts, land and buildings belonging to or otherwise under the control or direction of The Company;
 - (g) “Youth” means members of The Club who are below the age of 18;
 - (h) “LTA” means the Lawn Tennis Association Limited and its subsidiaries or such successor entity or entities as become the governing body of the game of lawn tennis from time to time;
 - (i) “Disciplinary Code” means the disciplinary code of the LTA in force from time to time;
 - (j) “LTA Rules” means the rules of the LTA as in force from time to time;
 - (k) “Trustees” means the trustees of The Trust for the time being;
 - (l) “Sectional Committees” means the committees referred to in Rules 60 to 74 and any other similar committees(s) established by the managing Committee from time to time pursuant to its management powers contained in Rule 39(h).

Reference to any statute or statutory provision includes a reference to it as from time to time amended extended or re-enacted but does not include any retrospective amendments extensions or re-enactments

THE COMPANY AND ITS AUTHORITY

3. In accordance with its Memorandum & Articles of Association, The Company shall be non-profit making and operate through a Board of Directors who are elected at the Annual General Meeting of The Company’s shareholders.
4. The Club is entitled to the subscriptions for which Members are liable, but shall direct all Members to pay their subscriptions and other related payments to The Company (subject to the following conditions). The said conditions are that such subscription and other amounts received by The Company shall be applied:-
 - a) to meet the costs of employing employees who are engaged exclusively in providing services to The Club or acting for the benefit of The Club;
 - b) to meet the costs of repairing, maintaining, improving or developing the Premises;
 - c) in giving financial assistance to The Club in meeting its customary and recurring expenses;
 - d) to meet any expenditure, whether capital or current in nature, which has been expressly approved by The Managing Committee;
 - e) to make all refunds of subscription approved by The Managing Committee; and
 - f) as reserves held on trust for the benefit of the Members of The Club, to be used in due course for any of the above purposes

Any surplus which cannot be used in any of the above ways shall be paid to The Club or a successor club or a club with which The Club has merged always provided that such survivor successor or merged club shall have similar sporting purposes and be a registered Community Amateur Sports Club, but if The Club no longer exists shall not be paid to any former Members of The Club but instead shall be paid to the Trustees of The Trust to be held on the terms of The Trust.

OBJECTS

5. The objects of The Club shall be:-

(i) principally to provide, or to procure that The Company provides, facilities for, and generally to promote, encourage and facilitate the playing of, sport, particularly of lawn tennis and squash, in the area of East Sheen and amongst the community;

(ii) to provide, or to procure that The Company provides, premises and facilities situated in East Sheen including the maintenance thereof and tennis and squash equipment for the use of its members (without discrimination);

(iii) to provide, or to procure that The Company provides, other ordinary benefits of an amateur sports club as set out in Part 13 Chapter 9 Corporation Tax Act 2010 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments;

(iv) to obtain, or to procure that The Company obtains, funding for the activities of The Club by collecting without limitation entrance fees, membership subscriptions, match and other playing and participation fees, hall hire rentals and by obtaining sponsorship and other available funding;

(v) to promote the games of lawn tennis and squash within The Club and community;

(vi) to sell or supply, or to procure that The Company sells or supplies, food and/or drink and to provide, or to procure that The Company provides, other activities as a social adjunct to the sporting purposes and for the financial benefit of The Club;

(vii) to take and retain membership of the Surrey LTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;

(viii) to acquire, establish, own, operate and turn to account in any way for the members' benefit the court facilities of The Club and Company together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;

(ix) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulations, bye-laws and standing orders concerning the disciplinary and associated appeals procedures that may be taken against the members;

(x) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the members where permitted by these Rules and to refer its members to be disciplined by the LTA or the Surrey LTA (as appropriate) where so required by the LTA Rules, the LTA Disciplinary Code and the LTA's wider jurisdiction; and

(xi) to do all such other things as The Managing 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 above.

Always provided that the income and property of The Club and Company shall be applied solely towards the promotion of these Objects and no portion thereof shall be paid or transferred, directly or indirectly, overtly or covertly, by way of distribution, bonus or otherwise by way of profit to the members of The Club, shareholders of The Company, or third parties other than other registered Community Amateur Sports Clubs or charities.

MEMBERSHIP

6. Membership of The Club shall be open to all persons over the age of 4 of either sex.

A person to whom membership is open in accordance with this Rule 6 shall be admitted to membership of The Club (subject to payment of the appropriate subscription) if he or she has made an application in accordance with Rule 7 and the person or persons so designated by the Managing Committee from time to time for the purpose accepts (after considering any references from any other person or Club which they may decide to obtain) the application. If the designated person or persons are not satisfied that an applicant should be admitted to membership of The Club, the question shall be referred to The Managing Committee and the applicant shall be so admitted unless to do so would be contrary to the good conduct and interests of The Club. Provided that no application shall be refused on grounds of the applicant's gender, colour, race, disability, occupation, sexual orientation, nationality, ethnic origin, religion or political or other beliefs.

7. Every application for membership shall be made in the manner prescribed from time to time by The Managing Committee and no person shall be admitted as a member until two days have elapsed after his application.

8. No member shall use The Club until his subscription has been paid for the current season, except as a visitor in conformity with the appropriate regulation.

9. Any member who changes his address or wishes to withdraw from The Club shall give written notice to the Membership Secretary or such person or persons designated by The Managing Committee from time to time for the purpose.

10. The Managing Committee may grant honorary life membership or honorary membership for such period and such purpose as it may determine and The Company shall act upon such proposals in accordance with Rule 4.

11. A member who has been asked to resign from The Club or has had his membership determined shall not be permitted to play as a guest.

12.

(a) Each member agrees as a condition of membership to be bound by and subject to these Rules (as in force from time to time).

(b) Each tennis member also agrees as a condition of membership to be bound by and

subject to the LTA Rules and the Disciplinary Code.

(c) Rule 12(b) above confers a benefit on the LTA and, subject to the remaining provisions of this Rule, is intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, neither The Company nor the members intend that any term of these Rules, apart from Rule 12(b) above should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than The Company.

(d) It shall be the duty of the Managing Committee, if at any time it shall be of the opinion that the interests of The Club so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of The Club within a time specified in such notice. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of The Managing Committee or such sub-committee to which it has delegated its powers. The Managing Committee or sub-committee and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting which shall take place as soon as practicable thereafter, and such notice shall specify the matter to be discussed and provide adequate details of the charge against the Member concerned and of the evidence on which it is based. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of The Managing Committee members or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member.

The Managing 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 The Club's premises to attend that meeting (if it is held at them) for the purpose of making his representations.

A person may appeal against such decision by notifying The Managing Committee in writing who shall put the matter to a General Meeting of The Club for it to be decided by a majority vote of the members present and voting at such meeting.

SUBSCRIPTIONS

13. The Managing Committee from time to time having regard to the duties of good faith, fair dealing and non-discrimination in relation to the Members affected and having regard to the advice of The Company as to the income necessary to meet its financial obligations:-

- (a) shall decide the entrance fee, subscriptions, and other financial terms and conditions without limitation which shall apply for each category of membership;
- (b) and may decide the categories of membership and their definition;
- (c) and may determine the policies, conditions and regulations appertaining to the playing of tennis and squash at The Club.

Provided that the requirements of Rule 41(a) shall apply to any exercise of the power in (b) of this Rule, and no decision made by virtue of this Rule shall prejudice The Club's registration as a Community Amateur Sports Club under Part 13 Chapter 9 Corporation Tax Act 2010.

Provided also that decisions made in accordance with (a) above shall govern the amounts which The Company shall be entitled to receive in accordance with Rule 4.

14. Subscriptions shall be paid on or before the due date: for all tennis and social members 1st April each year, for all squash members 1st September each year, or such other date or dates as The Managing Committee may from time to time determine.

15. A member who has failed to pay his subscription within thirty days of the due date shall be regarded as having resigned.

16. Any request for a refund of subscription on premature termination of membership, whether by resignation or otherwise, shall be referred to The Managing Committee who may at their discretion approve a refund of all or part of the subscription by The Company.

HIRE OF PREMISES

17. The Company may hire any part of the Premises for playing or private social use provided that it does not prejudice the general activities of The Club.

MANAGEMENT OF THE CLUB

18. The Club shall be managed by a Managing Committee which shall co-ordinate the activities of The Club through Sectional Committees concerned respectively with tennis, squash, bar and social matters and any other Sectional Committees which the Managing Committee may establish from time to time. The Company may however, at the request of the Managing Committee, appoint an employee as secretary of the Managing Committee employed on such terms and with such supporting staff as the Managing Committee considers desirable.

19. The Club's honorary officers, the Match Captains and all other elective members of Committees shall be elected at an Annual General Meeting of The Club. They shall hold office from the close of the Annual General Meeting in one year to the close of the Annual General Meeting in the next year, but shall be eligible for re-election.

20. No member of The Club shall be under any personal, financial responsibility for any action, or lack of action, authorised on behalf of The Club or of The Company in The Club's interests.

ANNUAL GENERAL MEETING

21. A General Meeting of The Club shall be held annually within 15 months of the previous one to receive reports from The Club's Officers and Committees, to elect The Club's Honorary Officers and Sectional Committees (including, if a General meeting decides, a joint Sectional Committee for the bar and social matters), and to transact such matters of business of which members other than Youths have been given written notice, not less than 21 days previously.

22. Nominations for all honorary officers and members of Committees, and every notice of motion to be placed on the Agenda, shall be sent to The Secretary of the Managing

Committee to reach him not later than 14 days before the date of the Annual General Meeting and must be signed by the member giving such nomination or notification.

23. Honorary officers, match captains and members of Committees who seek re-election need not be renominated, but those who wish to retire shall notify The Secretary of the Managing Committee at least 21 days before the date of the Annual General Meeting.

24. The Bar Committee and the Honorary Officers of the Managing and Social Committees shall be elected by and from the general body of members other than Youths. The Tennis match captains and Committee shall be elected only by playing tennis members other than Youths and the Squash Match Captains and Committee only by playing squash members other than Youths.

25. If there are no or insufficient nominations for any election, the Chairman of a General Meeting may, with the agreement of a majority of those present, either accept nominations from those in attendance or remit the matter for decision by the Managing Committee.

SPECIAL GENERAL MEETING

26. A Special General Meeting of The Club may, or at the written request of at least 30 adult members or to hear an appeal in accordance with Rule 12(d), shall, be arranged by The Secretary of the Managing Committee to deal with an important item of urgent business.

ALL GENERAL MEETINGS

27. The Secretary of the Managing Committee shall, not less than 21 days before the date of a General Meeting, send to all Club members other than Youths a copy of the agenda or, for a Special General Meeting, a notice specifying the purposes for which it has been convened.

28. The proceedings of a General Meeting shall not be invalidated on the ground that not more than 10% of members did not receive a communication within the requisite period of notice.

29. All members other than Youths shall be entitled to attend General Meetings of The Club.

30. The Chairman of a General Meeting shall be elected at the beginning of each General Meeting.

31. Each member, other than Youths, shall be entitled to vote on any Motion that is submitted to a General Meeting of The Club. The quorum for a valid Meeting shall be 30 members who are entitled to vote and who are present in person. The Chairman may not be permitted a second vote but may retain his single vote for use in a casting capacity in the event of a tie.

32.

(a) Any Motion to amend a Resolution that is to be voted on at a General Meeting is subject to the notice requirement in Rule 22 hereof, but with the substitution of "8 days" for "14 days". If any such Resolution or amendment thereto is notified to the Secretary of Managing Committee after issue of the Notice of Meeting, members other than Youths shall be informed of such notification as soon as possible after receipt by the said Secretary. Such Resolution or amendment shall be added to the Agenda for the Meeting and an Amended Agenda shall be issued to members other than Youths not less than 5 days before the Meeting. This Rule prevents the use of a procedural motion, moved at the Meeting, to amend a proposal.

(b) The Club shall provide an electronic voting facility - that is to say, access for members (who are entitled to vote at a General Meeting) to an Internet Application enabling them to register their vote (whether in favour or against) on any Motion that is to be put to a vote at a General Meeting. The latest date for such a vote shall be the last day before the Meeting concerned.

(c) Decisions of a General Meeting shall normally be determined by a simple majority of all those voting whether those present and showing their hand or those voting electronically. Except that elections for The Club's Officers and Committees shall involve a ballot of those present and eligible to vote, instead of a show of hands.

33. Provided that due notice has been given in accordance with the preceding rules, a General Meeting may:

(a) make Rules or Byelaws in relation to the running and operation of The Club and may at any time amend, rescind or delete the same, and all Rules and Byelaws so made and for the time being in force shall be binding on all members of The Club and shall have a full effect accordingly always provided such making, amendment, rescission or deletion of Rules and Byelaws does not prejudice The Club's status as a Community Amateur Sports Club under Part 13 Chapter 9 Corporation Tax Act 2010.

(b) add to, amend, delete or rescind any rule, byelaw, standing order, regulation, resolution or decision of any committee of The Club provided always such amendment, deletion or rescission does not prejudice The Club's status as a Community Amateur Sports Club under Part 13 Chapter 9 Corporation Tax Act 2010.

MANAGING COMMITTEE

34.

- I. Subject to II. and III. of this Rule, the Managing Committee shall consist of The Club's Officers as defined in Rule 2(a) (either of whom is hereinafter referred to as a "Club Officer"); three nominees of The Company who may be either Directors or The Company Secretary; and not more than three representatives of each Sectional Committee.

- II. The Club's Officers shall not be Directors, or The Company Secretary, of The Company, nor shall they be employees of The Company.
- III. If any Director, or The Company Secretary, of The Company is nominated to represent a Sectional Committee, then the number of members of the Managing Committee who may be nominated by The Company is reduced by the total number of such Sectional Committee nominees. Thus the maximum number of Company Office holders on the Managing Committee shall be three in total including those who have been nominated by a Sectional Committee.
- IV. If at any time after this Rule takes effect more than three Office holders of The Company are members of Managing Committee then the Office holder causing the excess shall not be entitled to a vote in the proceedings of Managing Committee. For the purposes of this Rule the Office holders concerned shall be counted in the order in which they became entitled to sit on the Managing Committee at the meeting in question.
- V. The Managing Committee may invite suitable Members of The Club to attend meetings of the Managing Committee, in order to report to or advise or otherwise assist the Managing Committee, but such invitees shall not be entitled to vote in the proceedings of the Managing Committee.
- VI. The Club Manager, if any, shall attend meetings of the Managing Committee in a non-voting capacity.
- VII. The Managing Committee shall designate a Secretary of the Managing Committee ("The Secretary") who if not a member of the Managing Committee shall attend meetings of the Managing Committee in a non-voting capacity.

35. Each member of the Managing Committee shall have equal voting rights and a quorum shall be six. If voting is equal the Chairman shall have a second or casting vote.

36. The Managing Committee may appoint a replacement to fill any casual vacancy amongst its members, who will serve for the remainder of the term of the person replaced.

37. The Managing Committee shall meet as often as may be necessary but at least once in any period of three months. At the request of any Sectional Committee, the Secretary shall convene a meeting of the Managing Committee as soon as convenient.

38. The Secretary shall give to every member of the Managing Committee at least seven days' notice of any meeting of the committee together with an Agenda.

39. The Managing Committee's functions shall be to oversee the general and financial policy of The Club and in particular:

- (a) To co-ordinate the activities of the Sectional Committees;
- (b) To plan estimates of income and expenditure and, in consultation with The Company, decide on their allocation between The Club and The Company;
- (c)
 - (i) to declare the trusts on which The Club's shares in The Company shall be held;

- (ii) to nominate new Trustees of the Trust, subject to the endorsement of a General Meeting, or to remove from office existing Trustees of the Trust;
 - (iii) a new Trustee or an existing Trustee shall be nominated for addition or removal respectively by resolution of the Management Committee and The Club Chair, Vice-Chair or Chairman of the meeting at which such resolution is passed shall duly appoint or remove the person or persons so nominated and the provisions of the Trustee Act 1925 shall apply to any such appointment or removal. Any statement of fact in any such deed of appointment shall in favour of a person dealing with The Club or the Managing Committee in good faith be conclusive evidence of the fact so stated;
 - (iv) to instruct the Trustees on their duties at meetings of shareholders of The Company
- (d) To advise The Company:
- i. whether any person should have all or any part of his membership refunded;
 - ii. on the advisability of offering the premises for hire;
- (e) To control in conjunction with The Company:
- i. the condition of its courts, buildings and other lands;
 - ii. the work of the employees of The Club or Company;
- (f) To arrange the Annual General Meeting of The Club and any special meeting that may be required;
- (g) To provide the Annual General Meeting with a report on The Club's development and financial situation together with statements of account of the combined activities of The Club and The Company. Such statements of account shall as a minimum provide a meaningful summary of the financial position as at the balance sheet date and of financial activities and membership numbers for the period then ending, and shall have been verified by an accountant who is qualified by membership of an appropriate professional body and is independent from the day-to-day accounting activities of The Club and The Company; and
- (h) To do such other matters as may be expedient for the good running of The Club, other than those assigned to The Company under the Articles of Association or to a General Meeting of The Club.

40. DELETED

41. The Managing Committee:

- (a) shall in exceptional circumstances have the power to amend The Club's Rules having regard to the duties of good faith, fair dealing and non-discrimination in relation to the Members affected, subject always to the following conditions:-
- (i) at least 75 percent of the members entitled to attend and vote at a duly convened meeting of the Committee have signed a declaration that they consider it to be in the best interests of The Club Members that an amendment to the Rules should not be delayed until a General Meeting of The Club Members takes place and that the Committee should therefore exercise the power conferred by this Rule
 - (ii) the proposed amendment must be approved by at least 75 percent of the members entitled to attend and vote at the meeting in question
 - (iii) the said amendment must not be one which limits the authority of a General Meeting of The Club as set down in Rules 21 to 33
 - (iv) always provided such amendment does not prejudice The Club's status as a Community Amateur Sports Club under Part 13 Chapter 9 Corporation Tax Act 2010.

(b) may from time to time make Byelaws for the administration of The Club which shall be incorporated into the Constitution and published with the Rules of The Club; and may from time to time define the duties and delegated powers of the Sectional Committees.

42. The Managing Committee may establish any sub-committee that may be desirable for the effective discharge of its functions. The proceedings of each sub-committee shall be reported to the Managing Committee for ratification and any such sub-committee shall cease to exist at the next Annual General Meeting without prejudice to its subsequent re-establishment if desired.

43. Subject to any decision of a General Meeting of The Club, the Managing Committee may add to, amend, delete or rescind any byelaw, standing order, regulation or decision of a Sectional Committee.

44. Each member of the Managing Committee will be required, as a condition of election or appointment;

- (i) to agree to be bound by and subject to these Rules, and (in the case of members of the Managing Committee who are also tennis members) the LTA Rules and the Disciplinary Code, such agreement to contain an express acknowledgment that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and The Company can enforce any breach at its option and in its sole discretion
- (ii) to satisfy Her Majesty's Revenue & Customs fit and proper person test under Community Amateur Sports Club legislation to be involved in the general control, management and administration of The Club

SECTIONAL COMMITTEES

45. Each Sectional Committee shall elect its own Chairman.

46. Each Sectional Committee shall have power to fill any casual vacancy by co-option, and to co-opt additional members who shall cease to serve at the Annual General Meeting.

47. Each Sectional Committee may, subject to the approval of the Managing Committee in each case, establish any necessary sub-committee whose proceedings shall be reported to the Sectional Committee for ratification and which shall cease to exist at the next Annual General Meeting, without prejudice to its subsequent re-establishment if desired.

48. Each member of a Sectional Committee, including co-opted, ex-officio and representative members, shall have an equal right to vote. If voting is equal, the Chairman shall have a second or casting vote.

49. Each member of a Sectional Committee shall have the right to attend any meeting of any committee as an observer. A representative unable to attend a particular meeting may authorise a deputy to attend in his place (provided that such deputy shall be a member who would be eligible to join the Section Committee in question).

50. The Chair and Vice-chair shall be ex-officio members of each Sectional Committee.

51. A member of a Sectional Committee who wishes to resign shall give written notice to the Chairman of that committee.

52. Any member of a Sectional Committee who ceases to be a member of The Club, or qualified to serve on that committee, shall forthwith cease to be a member of that committee.
53. If a member, other than an ex-officio member, of a Sectional Committee fails to attend three consecutive meetings, the committee may resolve that the member has ceased to be a member of that committee.
54. Any member who resigns or retires from a Sectional Committee shall on request give to The Secretary any accounts, papers or other information that may be required in respect of his service on that committee.
55. A Sectional Committee may continue to act notwithstanding any vacancies within that body, provided it can form a quorum.
56. Each member of a Sectional Committee shall be given adequate notice of a proposed committee meeting.
57. A Sectional Committee may authorise expenditure on repairs, goods and services within its area of responsibility not exceeding such limits as may from time to time be decided by the Managing Committee.
58. A Sectional Committee may at any time make recommendations or representations to the Managing Committee on any matters within its area of responsibility, but shall abide by the Managing Committee's decision on each matter.
59. Although each Sectional Committee may retain a current cash balance, any sum accumulated over and above that required for normal running expenses shall be remitted to The Company and used for the general well being of The Club as a whole.

BAR COMMITTEE

60. The Bar Committee shall consist of a Chairman and no more than four adult members. Three shall form a quorum.
61. Before any Club member can be elected or co-opted to serve as an officer or member of the Bar Committee, he shall give a written undertaking to the Secretary of the Managing Committee to use his best endeavours to see that the law regarding the supply of excisable liquors is observed and to report to the Managing Committee any breach thereof which may come to his notice.
62. The Bar Committee shall be responsible for the running of the Bar and ensuring that The Club complies with the registration laws and in particular shall:
- (a) be the sole supplier to The Club of excisable liquors and other supplies as may from time to time be required;
 - (b) determine the charges and prescribe the conditions under which such liquors and other supplies shall be sold, consumed and used;
 - (c) ensure that The Club's byelaws relating to the bar are complied with and advise the Managing Committee whether those byelaws need to be augmented or amended;
 - (d) account for all the Bar's income and expenditure from time to time to The Company.

- (e) 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.
- (f) 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.

63. If a General Meeting has established a joint bar and social Committee, the joint committee shall consist of a Chairman, and no less than four adult members. Three shall form a quorum and shall have the responsibilities, duties and powers contained in the rules for the Bar and Social Committees.

TENNIS COMMITTEE

64. The Tennis Committee shall consist of a Chairman, Secretary, Hon. Men's Match Captain, Hon. Ladies' Match Captain, and no more than nine other members. Six shall form a quorum.

65. The Tennis Committee shall elect a Men's Match Selection Sub-Committee and a Ladies' Match Selection Sub-Committee each consisting of the appropriate Match Captain and two other members of the Tennis Section.

66. The Tennis Committee shall be responsible for the general organisation of the Tennis Section and in particular shall:

- (a) regulate the conditions under which tennis may be played at The Club, provided that the laws of Lawn Tennis as sanctioned by the Lawn Tennis Association are observed;
- (b) organise a reasonable programme of tennis matches and other competitions for playing members;
- (c) decide for what purposes and on what conditions tennis balls may be provided for Club functions, matches or other occasions.

67. Regulations made by the Tennis Committee relating inter alia to the permitted times of play and match regulations shall be prominently displayed at The Club and distributed to all playing members for which purpose publication on The Club's authorised website shall be deemed to provide adequate distribution.

SQUASH COMMITTEE

68. The Squash Committee shall consist of a Chairman and no more than nine other members. Four shall form a quorum.

69. The Squash Committee shall be responsible for the general organisation of the Squash Section and in particular shall:

- (a) regulate the conditions under which Squash may be played at The Club, provided that the laws of Squash Rackets, as sanctioned by the Squash Rackets Association, are observed;
- (b) organise a reasonable programme of Squash matches and other competitions for playing members.

(c) decide for what purposes and on what conditions squash balls may be provided for Club functions, matches or other occasions.

70. Regulations made by the Squash Committee relating inter alia to the permitted times of play, court bookings and court fees shall be prominently displayed at The Club and distributed to all playing members for which purpose publication on The Club's authorised website shall be deemed to provide adequate distribution.

SOCIAL COMMITTEE

71. The Social Committee shall consist of a Chairman and no more than four adult members. Three shall form a quorum.

72. The Committee shall be responsible for all the social events of The Club and in particular shall:

- (a) prescribe the conditions under which social events may be held;
- (b) have regard for the need to provide a varied programme which will not incur financial losses for The Club;
- (c) collect all income due from social events and account for it from time to time to The Company.

73. The Social Committee may delegate the organisation of any particular event to an adult member or group of adult members, whether or not they are members of any of The Club's committees.

74. The Committee shall inform regularly, preferably in writing, all members of The Club of the social events which are proposed for which purpose publication on The Club's authorised website shall be deemed to provide adequate distribution. Such events shall be open to all members of The Club, subject to any limitations which the Social Committee may decide.

DISPUTES

75. Any dispute arising between sectional committees may be referred for settlement to the Managing Committee whose decision shall be final but without prejudice to members' rights to raise the matter at a General Meeting.

76. Any dispute arising over the interpretation of these Rules or Byelaws shall be determined by the Managing Committee.

WINDING UP

77. As soon as the Managing Committee becomes aware of any petition to wind up The Company the Managing Committee shall convene a General Meeting of The Club to consider, subject to the rights of minority shareholders under The Company's Articles of Association:

- (a) the implications for the future of the tennis and squash sections of The Club;
- (b) the prospects of The Club's continuation by taking over the financial liabilities and

assets of The Company;

(c) the future use of The Club's own assets and its shareholding in The Company held through The Trust;

(d) The Club's responsibilities to its staff;

(e) the instructions to be given to the Trustees when they attend the General Meeting of The Company;

(f) if the Meeting decides that The Club should be wound up, how best to discharge its liabilities to members and staff, preserve its assets and so far as possible maintain facilities for tennis and squash in the area.

78. If The Club is wound up, The Club's assets (as distinct from those of The Company) shall not be distributed to members for private profit but shall, after providing for all liabilities, be held on the trusts of the Trust for any successor Club or, in the last resort, for the Surrey County Lawn Tennis Association for the purpose of fostering the playing of lawn tennis in the said county.

MISCELLANEOUS RULES

79. No Director of The Company and no paid employee of The Company shall be nominated as a Trustee of The Trust.

80. If any paid employee of The Company is a member of the Managing Committee or of a Sectional Committee he or she must be careful to avoid any conflict of interest and therefore should withdraw from any committee proceedings which deal with employment matters of any employee of The Club or Company.

81. A copy of the Minutes of every Managing or Sectional Committee meeting shall be distributed without undue delay to Club Members (separately or as an Appendix to one of the periodical Club Newsletters) for which purpose publication on The Club's authorised website shall be deemed to provide adequate distribution. Provided that if the copy contains any personal data (as defined in the Data Protection Act 1998), or other information in relation to which an individual has a valid claim to confidentiality, then such data or information shall be redacted or deleted before distribution.

Each time a copy of Minutes of a Committee is distributed there shall be provided with it the record of total attendances at meetings of that Committee for each member of that Committee over the period since the date of their most recent election, co-option or nomination to that Committee, together with a note of such date.

December 2016