



CRESCENT LAWN TENNIS CLUB
CHARITABLE INCORPORATED ORGANISATION
CONSTITUTION.

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1. Name

The name of the Charitable Incorporated Organisation ('Crescent Lawn Tennis Club') is: Crescent Lawn Tennis Club.

2. National Location of Principal Office

The principal office of Crescent Lawn Tennis Club is in England.
The registered address is Crescent Farm, 49 Sydney Road, Sidcup, Kent, DA14 6RA.

3. Object

The promotion of community participation in healthy recreation in particular by the provision of facilities for the playing of tennis in a club environment.

4. Powers

4.1. Crescent Lawn Tennis Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, Crescent Lawn Tennis Club has power to:

4.1.1. Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. Crescent Lawn Tennis Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;

4.1.2. Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

4.1.3. Sell, lease or otherwise dispose of all or any part of the property belonging to Crescent Lawn Tennis Club. In exercising this power, Crescent Lawn Tennis Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

4.1.4. Employ and remunerate such staff as are necessary for carrying out the work of Crescent Lawn Tennis Club. Crescent Lawn Tennis Club may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and

connected persons) and provided it complies with the conditions of that clause;

- 4.1.5. Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of Crescent Lawn Tennis Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.
- 4.1.6. Deal with all matters concerning the appointment of professional coaches and terms of reference for such appointments. In view of the serious laws concerning child protection, the trustees should vet any coach applications and shall be aware of the implications of the law. Prior to any coach being appointed the trustees will receive: The coaches CV, proof of coaching qualifications, up to date DBS check certificate and insurance documents.
- 4.1.7. Make arrangements for holding matches, tournaments or other competitions whether for club members or other clubs or organisations, including the imposition of charges for admission or otherwise and to reserve courts as may be required for any occasion as the trustees in their discretion deem proper.

5. Application of Income and Property

- 5.1. The income and property of Crescent Lawn Tennis Club must be applied solely towards the promotion of the objects.
 - 5.1.1. A charity trustee is entitled to be reimbursed from the property of Crescent Lawn Tennis Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of Crescent Lawn Tennis Club.
 - 5.1.2. A charity trustee may benefit from trustee indemnity insurance cover purchased at Crescent Lawn Tennis Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 5.2. None of the income or property of Crescent Lawn Tennis Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of Crescent Lawn Tennis Club. This does not prevent a member who is not a trustee receiving:
 - 5.2.1. A benefit from Crescent Lawn Tennis Club as a beneficiary of Crescent Lawn Tennis Club:

5.2.2. Reasonable and proper remuneration for any goods or services supplied to Crescent Lawn Tennis Club;

5.2.3. Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and Payments to Charity Trustees and Connected Persons

6.1 General Provisions - No charity trustee or connected person may:

6.1.1 buy or receive any goods or services from Crescent Lawn Tennis Club on terms preferential to those applicable to members of the public;

6.1.2 sell goods, services, or any interest in land to Crescent Lawn Tennis Club;

6.1.3 be employed by, or receive any remuneration from, Crescent Lawn Tennis Club;

6.1.4 receive any other financial benefit from Crescent Lawn Tennis Club.

6.2. Unless the payment or benefit is permitted by sub-clause (6.3) of this clause or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.3. Scope and powers permitting trustees' or connected persons' benefits:

6.3.1. A charity trustee or connected person may receive a benefit from Crescent Lawn Tennis Club as a beneficiary provided that it is available generally to the beneficiaries of Crescent Lawn Tennis Club.

6.3.2. A charity trustee or connected person may receive a benefit from Crescent Lawn Tennis Club as a beneficiary of Crescent Lawn Tennis Club provided that a majority of the trustees do not benefit in this way.

6.3.3. A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to Crescent Lawn Tennis Club where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

6.3.4. Subject to sub-clause (6.4) of this clause a charity trustee or connected person may provide Crescent Lawn Tennis Club with goods that are not supplied in connection with services provided to Crescent Lawn Tennis Club by the charity trustee or connected person.

6.3.5. A charity trustee or connected person may receive interest on money lent to Crescent Lawn Tennis Club at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

6.3.6. A charity trustee or connected person may receive rent for premises let by the trustee or connected person to Crescent Lawn Tennis Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

6.3.7. A charity trustee or connected person may take part in the normal trading and fundraising activities of Crescent Lawn Tennis Club on the same terms as members of the public.

6.4. Payment for supply of goods only – controls.

6.4.1. Crescent Lawn Tennis Club and its charity trustees may only rely upon the authority provided by sub-clause 6.3 of this clause if each of the following conditions is satisfied:

6.4.1.1. The amount or maximum amount of the payment for the goods is set out in a written agreement between Crescent Lawn Tennis Club and the charity trustee or connected person supplying the goods (“the supplier”).

6.4.1.2. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

6.4.1.3. The other charity trustees are satisfied that it is in the best interests of Crescent Lawn Tennis Club to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of

contracting with a charity trustee or connected person against the disadvantages of doing so.

6.4.1.4. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to Crescent Lawn Tennis Club.

6.4.1.5. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.

6.4.1.6. The reason for their decision is recorded by the charity trustees in the minute book.

6.4.1.7. A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.5. In sub-clauses (6.3) and (6.4) of this clause:

6.5.1 "Crescent Lawn Tennis Club" includes any company in which Crescent Lawn Tennis Club:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the board of the company.
- "connected person" includes any person within the definition set out in clause [28] (Interpretation).

7. Conflicts of Interest and Conflicts of Loyalty

7.1 A charity trustee must:

7.1.1 Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with Crescent Lawn Tennis Club or in any transaction or arrangement entered into by Crescent Lawn Tennis Club which has not previously been declared.

7.1.2 Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of

Crescent Lawn Tennis Club and any personal interest (including but not limited to any financial interest).

7.1.3 Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of Members to Contribute to the Assets of Crescent Lawn Tennis Club if it is Wound Up

If Crescent Lawn Tennis Club is wound up, the members of Crescent Lawn Tennis Club have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Membership of Crescent Lawn Tennis Club

9.1. Admission of new members

9.1.1 Eligibility - Membership of Crescent Lawn Tennis Club is open to anyone interested in furthering its purposes, and who, by applying for membership, has indicated his or her agreement to become a member and acceptance of the duty of members set out in sub clause 9.8 of this clause.

9.2 Categories of Membership

9.2.1 There shall be a range of membership categories, including adult and junior, as defined by the Management Committee.

9.2.2 Membership categories, fees and benefits shall be published on the Club's website and/or clubhouse or available on request.

9.2.3 Non playing volunteers or helpers are welcome to remain associated with the club for the purposes of advancing the charitable aims of the club, and to help the running of the club due to their experience.

9.3 The number of members to be admitted to any category of membership shall, from time to time, be set by the Management Committee.

9.4 If necessary, a waiting list will be put in place. When the next appropriate grade of membership becomes available, that place will be offered to the person at the top of the waiting list, on a first come first served basis. It will not be offered to someone lower down the list for any reason.

9.6 Admission Procedure

9.6.1 The Management Committee:-

- May require applications for membership to Crescent Lawn Tennis Club to be made in any reasonable way they decide.
- Shall, if they approve an application for membership to Crescent Lawn Tennis Club, notify the applicant within 21 days.
- May refuse an application for membership of Crescent Lawn Tennis Club if they believe that it is in the best interests of Crescent Lawn Tennis Club for them to do so.
- Shall, if they decide to refuse an application for membership of Crescent Lawn Tennis Club, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant an opportunity to appeal against the refusal.
- Shall give fair consideration to any such appeal, and shall inform the applicant of their decision. Any decision to confirm refusal of an application for membership of Crescent Lawn Tennis Club shall be final.
- Should a waiting list be in place, then each application will be considered in date order from receipt of the application.
- Acceptance of membership of Crescent Lawn Tennis Club shall imply recognition of the obligations of membership of Crescent Lawn Tennis Club and adherence to club rules and other policies.

9.7 Transfer of Membership

9.7.1 Membership of Crescent Lawn Tennis Club cannot be transferred to anyone else. A member may resign his or her membership by written (or e-mailed) notice to the Membership Secretary.

9.7.2 Subject to any consent of the Management Committee and to a vacancy existing, a member may transfer from one class of membership of Crescent Lawn Tennis Club to another and shall be liable to pay immediately any increased annual subscription.

9.8 Duty of Members of Crescent Lawn Tennis Club

9.8.1 It is the duty of each member of Crescent Lawn Tennis Club to exercise his or her powers as a member of Crescent Lawn Tennis Club in the way he or she decides, in good faith, would be most likely to further the purposes of Crescent Lawn Tennis Club. And not to bring Crescent Lawn Tennis Club into disrepute.

9.9 Termination of Membership of Crescent Lawn Tennis Club

9.9.1 Membership of Crescent Lawn Tennis Club comes to an end if:

- The member dies;
- The member sends a notice of resignation to the Membership Secretary and in doing so notes that Membership Fees are non-refundable.
- Any sum of money owed by the member to Crescent Lawn Tennis Club is not paid in full within one month of it falling due; or
- The charity decides that it is in the best interests of Crescent Lawn Tennis Club that the member in question should be removed from membership of Crescent Lawn Tennis Club, and that the charity pass a resolution to this effect.

9.9.2 Before the charity trustees take a decision to remove someone from membership of Crescent Lawn Tennis Club they must:

- Inform the member of the reasons why it is proposed to withdraw membership from him, her or it;
- Give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why he or she should not be removed from membership;
- Consider at that meeting any representation which the member makes as to why the member should not be removed; and
- Allow the member, or member's representative, to make those representations in person at that meeting, if the member so chooses.

9.10 Membership Fees

- 9.10.1 The Management Committee shall review annually and propose new fees for each category of membership for consideration and agreement at the Annual General Meeting.
- 9.10.2 All annual-membership fees shall be payable on 1st May in each year or on such date and payment method as the Management Committee shall decide. If the membership fee has not been paid within one month, the defaulter shall thereupon cease to be a member of the club, with loss of all privileges that implies. Such a person may, at the discretion of the Management Committee, be re-admitted to membership on payment of all arrears, provided a vacancy exists.
- 9.10.3 The Management Committee may consider reduced (pro rata) fees for those joining the Club later in the membership year in some or all membership categories.
- 9.10.4 Applications for membership from those on universal credit, subject to confirmation of this status, are offered at a rate determined by the Management Committee annually.
- 9.10.5 The Management Committee will also take into consideration those not in Employment, Education or Training, or those with disabilities for reduced membership fees.
- 9.10.6 Annual membership fees (including any pro rata fee) are non refundable. The Management Committee, may at its discretion, refund in exceptional circumstances.

9.11 Benefits.

- 9.11.1 No payments or private benefits are given to players or members.

10. Members' Decisions

10.1. General Provisions

- 10.1.1 Except for those decisions that must be taken in a particular way as indicated in sub-clause (10.2) of this clause, a decision of the members of Crescent Lawn Tennis Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

10.2 Decisions that must be taken in a particular way

- 10.2.1 Any decision to remove a trustee must be taken in accordance with clause 15 (retirement and removal of charity trustees).

10.2.2 Any decision to amend this constitution must be taken in accordance with clause 27 of this constitution (Amendment of the Constitution).

10.2.3 Any decision to wind up or dissolve Crescent Lawn Tennis Club must be taken in accordance with clause 28 of this constitution (Voluntary Winding up or Dissolution). Any decision to amalgamate or transfer the undertaking of Crescent Lawn Tennis Club to one or more other Charity Incorporated Organisation (CIO) must be taken in accordance with the provisions of the Charities Act 2011.

11. General Meetings

11.1. Types of general meeting

11.1.1. There must be an Annual General Meeting (AGM) of members of Crescent Lawn Tennis Club. The first AGM must be held within 18 months of the registration of Crescent Lawn Tennis Club, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited and examined where applicable) and the trustee's annual report. The AGM must elect trustees as required under clause 14 of this constitution (Appointment of Charity Trustees).

11.1.2. Other general meetings of members of Crescent Lawn Tennis Club may be held at any time.

11.1.3. All general meetings must be held in accordance with the following provisions.

11.2. Calling general meetings

11.2.1. The charity trustees:

- Must call the Annual General Meeting of eligible members of Crescent Lawn Tennis Club in accordance with clause 11.3 of this clause, and identify it as such in the notice of the meeting; and
- May call any other general meeting of the eligible members at any time.

11.2.2. The charity trustees must, within 21 days, call a general meeting of members of Crescent Lawn Tennis Club if:

- They receive a request to do so from at least 10% of the eligible members of Crescent Lawn Tennis Club; and

- The request states the general nature of the business to be dealt with at that meeting, and is authenticated by the member(s) making the request. No business may be discussed at this meeting other than that described in the original request.
- 11.2.3. If at the time of any such request, there has not been any general meeting of the members of Crescent Lawn Tennis Club for more than 15 months, then sub clause 11.2.2. of this clause shall have effect as if 5% were substituted for 10%.
- 11.2.4. Any such request must include particulars of a resolution that may properly be proposed, and is intended to be proposed at the meeting.
- 11.2.5. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 11.2.6. Any general meeting called by the charity trustees at the request of members of Crescent Lawn Tennis Club must be held within 28 days from the date on which it is called.
- 11.2.7. If the charity trustees fail to comply with this obligation to call a general meeting at the request of members, then the members who requested the meeting may themselves call a general meeting.
- 11.2.8. A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

11.3. Notice of General Meetings.

- 11.3.1. The charity trustees, or the relevant members of Crescent Lawn Tennis Club, must give at least 21 clear days' notice of any general meeting to all members, and to any charity trustee of Crescent Lawn Tennis Club who is not a member.
- 11.3.2. If it is agreed by not less than 90% of all members of Crescent Lawn Tennis Club, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause 11.3.1 of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- 11.3.3. The notice of any general meeting must:
 - State the date and time of the meeting.

- Give the address at which the meeting is to take place.
- Give particulars of any resolution which is to be moved at the meeting, and of the general nature of any business to be dealt with at the meeting; and
- If a proposal to alter the constitution of Crescent Lawn Tennis Club is to be considered at the meeting, include the text of the proposed alteration. If such a proposal comes from a club member it must be given to the trustees 14 days before the meeting.
- Include, with the notice for the AGM, the annual statement of accounts and the trustees' annual report, details of persons standing for election or reelection as a trustee, or where allowed under clause 21 (Use of Electronic Communication), details of where the information may be found on the Crescent Lawn Tennis Club website.
- Any club member in good standing may propose an item for discussion at the general meeting. Such proposals must be given to the trustees not less than 14 days before the date of the AGM. Such addendums to the agenda must be sent out to members not less than 7 days before the general meeting.
- Only items on the agenda may be discussed at the general meeting.

11.3.4. Proof that an envelope containing the notice was properly addressed, pre-paid and posted; or that an electronic form of notice was properly addressed and sent shall be conclusive evidence that notice has been given. Notice shall be deemed to be given 48 hours after it was posted or sent.

11.3.5. The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by Crescent Lawn Tennis Club.

11.4. Chairing of General meetings

11.4.1. The person nominated as chair by the Charity trustees under clause 18.2 (Chairing meetings) shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of Crescent Lawn Tennis Club who are present at a general meeting shall elect a chair to preside at the meeting.

11.5. Quorum at General Meetings

- 11.5.1. No business may be transacted at any general meeting of the members of Crescent Lawn Tennis Club unless a quorum is present when the meeting starts
- 11.5.2. Subject to the following provisions, the quorum for general meetings shall be greater than 5% of the eligible membership or 5 members.
- 11.5.3. If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must (either be announced by the chair or) be notified to Crescent Lawn Tennis Club's members at least seven clear days before the date on which it will resume.
- 11.5.4. If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member, or members present at the meeting will constitute a quorum.
- 11.5.5. If at any time during the meeting the quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees, but may not make any decisions. If decisions are required which must be made by a meeting of the members the meeting must be adjourned.

11.6. Voting at general meetings

- 11.6.1. Members who vote at General Meetings are those members holding a paid membership; who are 18 and above years of age and whose membership is paid in full and not in arrears. Those holding a parent only membership are not allowed to vote. Junior members under 18 years of age may attend but cannot vote. There is an exception for an appointed honorary president, if they exist, who may vote.
- 11.6.2. Any decisions other than one falling within clause 10.2 (Decisions that must be taken in a particular way) shall normally be determined by a simple majority of votes cast at the meeting.
- 11.6.3. If determined by the Management Committee, prior to a General Meeting, votes may be determined by a ballot and/or postal or electronically (e-mail) voting.
- 11.6.4. In the case of a postal or electronic vote, the Management Committee must put in place procedures for postal/electronic voting prior to the General Meeting. The procedures should include;

- Appoint at least two scrutineers to oversee the postal or electronic voting process.
- Give notice of a ballot, postal or electronic voting and details any resolution in the notice of the meeting in accordance with clauses 11.2 and 11.3.
- Ensure the wording of any resolution on the postal or electronic voting paper is the same as on any ballot paper provided to members at a General Meeting;
- Give notice from whom the voting paper is available, from and when postal or electronic voting is available and closes, indicating that any received after the closing date will be invalid and not counted.
- That postal votes are to be signed by the voting member and returned to the scrutineers in a sealed envelope by the closing date or they will be invalid. Electronic voting is sent to the voting member and to the registered electronic address held by the charity. (It is the responsibility of members to ensure their details are up to date).
- Email votes must be returned to an email address provided used for this purpose and must be accessed only by scrutineers.
- Scrutineers must make a list of names of members casting *valid* votes, and a separate list of members casting votes which were *invalid*. These lists must be provided to a charity trustee or other person overseeing admission to, and voting at, the general meeting.
- A member who has cast a *valid* postal or email vote must not vote at the meeting and must not be counted in the quorum for any part of the meeting on which he or she has already cast a valid vote.
- A member who has cast an *invalid* vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Society.

11.6.5.Proxy votes are not allowed.

11.6.6. If the numbers of votes for and against a proposal are equal, the chairman or other trustee/person appointed to chair the meeting has a casting vote.

11.6.7. A resolution put to the vote of a meeting shall be decided on a show of hands.

11.6.8. Any amendment to a resolution must be submitted in writing to the Chairman prior to any vote. Amended resolutions must be voted in the order they are received. If an amended resolution is voted on and approved all other amended and original resolution(s) shall fall and do not need to be voted on.

11.6.9. Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair is final.

11.7. Adjournment of meetings

11.7.1. The Chairman, may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12. Charity Trustees

12.1. Functions and duties of charity trustees

12.1.1. The charity trustees shall manage the affairs of Crescent Lawn Tennis Club and may for that purpose exercise all the powers of Crescent Lawn Tennis Club.

12.1.2. It is the duty of each charity trustee to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of Crescent Lawn Tennis Club in the way he or she decides in good faith would be most likely to further the purposes of Crescent Lawn Tennis Club.

12.1.3. To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

- any special knowledge or experience that he or she has or holds himself or herself out as having; and
- if he or she acts as a charity trustee of Crescent Lawn Tennis Club in the course of a business or profession, to any special knowledge or experience that it is

reasonable to expect of a person acting in the course of that kind of business or profession.

12.2 Eligibility for Trusteeship

12.2.1 Every charity trustee must be a natural person.

12.2.2 No individual may be appointed as a charity trustee of the CIO:

- if he or she is under the age of 16 years; or
- if he or she would automatically cease to hold office under the provisions of clause 15.1.6.

12.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

12.2.4 At least one of the trustees of Crescent Lawn Tennis Club must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

13. Number of charity trustees

13.1. There must be at least 3 charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

13.2. The first charity trustees of Crescent Lawn Tennis Club are:

- Jennifer Lundie - President
- Tony Garrett – Club Captain
- Bernadette Adams - Treasurer
- Graham Watson – Chairman
- Gary Payne – Welfare Officer

14. Appointment of Charity Trustees.

14.1 At the first annual general meeting of the members of Crescent Lawn Tennis Club all charity trustees shall retire from office.

- 14.2 At every subsequent annual general meeting of the members of Crescent Lawn Tennis Club one third of the trustees shall retire from office. If the number of trustees is not a multiple of three, then the number nearest one third shall retire from office, but if there is only one trustee, he or she shall retire.
- 14.3 The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment. If any trustees were last appointed or re-appointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- 14.4 The vacancies arising may be filled by the decision of the members of the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub clause (14.5) on this clause.
- 14.5 The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of trustees), or as an additional charity trustee.
- 14.6 The charity trustees will make available to each new charity trustee, on or before their first appointment:
- 14.6.1 A copy of this constitution and any amendments made to it;
and
- 14.5.2 A copy of Crescent Lawn Tennis Club's latest trustees' annual report and statement of accounts.

15. Retirement and Removal of Charity Trustees

- 15.1 The charity trustee ceases to hold office if he or she:
- 15.1.1 Retires by notifying Crescent Lawn Tennis Club in writing, or by email (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum of meetings);
- 15.1.2 Is absent without permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- 15.1.3 Dies;

15.1.4 In the written opinion, given to the trustees, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;

15.1.5 Is removed by the members of Crescent Lawn Tennis Club in accordance with sub clause 15.2 of this clause;

15.1.6 Is disqualified from acting as a charity trustee by virtue of section 178 – 180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

15.2 A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11.2 (Calling General Meetings) and the resolution is passed by two-thirds majority of votes cast at that meeting.

15.3 A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 days' clear notice in writing (or by email) that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given reasonable opportunity of making oral or written representations to the members of Crescent Lawn Tennis Club.

16. Reappointment of Charity Trustees

16.1 Any person who retires as a charity trustee by rotation or by giving notice to Crescent Lawn Tennis Club is eligible for reappointment.

17. Taking of Decisions by Trustees

17.1 Any decision may be taken either:

- At a meeting of the charity trustees: or
- By resolution in writing (or e-mail) agreed by a majority of all the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all the charity trustees has signified their agreement. Such a resolution shall be effective provided that:
 - A copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all the charity trustees;

and

- o The majority of all the trustees has signified agreement to the resolution in a document or documents. Such agreement has been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to Crescent Lawn Tennis Club at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

18. Delegation by Charity Trustees

18.1 The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

18.2 The power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements.

18.2.1 A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;

18.2.2 The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and

18.2.3 The charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Proceeding of the Management Committee

19.1 Management Committee

19.1.1 The Club shall be managed by a Management Committee and may exercise all of the powers of the Club for the purposes of the management of the Club. The Management Committee is made-up from its trustees consisting of, but not limited to the following roles;

- Chairman
- Club Secretary
- Treasurer
- Membership Secretary
- Welfare Officer

- Club Captain (maximum 2)
- Fixtures Secretary
- Up to 6 other roles/members can be introduced by trustees and are elected annually at the annual general meeting.
- A person may hold more than one role.

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

19.1.3 The Management Committee shall be elected at the annual general meeting in each year. If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy. 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.

19.1.4 The Management Committee may elect or appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall be eligible for re-election.

19.1.5 A member of the Management Committee will cease to be a member of the Committee for any of the reasons outlined in clause 15.

19.2 President

19.2.1 The Management Committee may recommend a nomination to the AGM for the role of a President. The position shall be honorary and shall be in recognition of services to the Club.

19.2.2 The Management Committee recommendation must be put to the Annual General Meeting for approval and if elected, the post is held until the following AGM or maybe recommended as a lifetime appointment.

19.2.3 The holder of the position shall be able to attend Management Committee meetings in a non-voting capacity and does not count towards the quorum. However, the Honorary President may attend and vote at General and Annual General meetings.

19.2.4 Should the post holders become a trustee of the Charity, they would have rights of other trustees, including voting rights at

Management Committee as well as being subject to all other clauses in this constitution relating to being a trustee of the charity.

19.2.5 The President role will be deemed to have vacated office if they fulfil any of the criteria of clause 15.

19.3 Calling Management Committee meetings

19.3.1 Any charity trustee may call a meeting of the charity trustees.

19.3.2 Subject to that, meetings are to be called by posting on the club's notice board and/or via email to members 14 days' notice is required.

19.3.3 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than 4 meetings each year.

19.3.4 The Chairman and/or the Club 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 Club Secretary shall give all the members of the Management Committee not less than 21 days' notice of a meeting.

19.4 Chairing meetings

19.4.1 The Chairman shall be the chairman of the Management Committee. Unless he/she is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which he/she is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within 10 minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.

19.5 Procedure at meetings

19.5.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken.

19.5.2 The quorum is:

- 2 charity trustees.
- Or the nearest to one third of the total number of charity trustees, whichever is the greater.

- Or such a large number as the charity trustees may decide from time to time.
- A charity trustee shall not be counted in the quorum present when the decision is made on a matter upon which he or she is not entitled to vote.

19.5.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.

19.5.4 Subject to clause (19.5.5) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- Who was disqualified from holding office;
- Who had previously retired or who had been obliged by the constitution to vacate the office;
- Who was not entitled to vote on the matter, whether by reason of a conflict or otherwise.
- If, without the vote of the charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

19.5.5 Sub clause (19.5.4.) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, by for clause (19.5.4), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflict of Interest).

19.5.6 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video or telephone conferencing or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

20. Execution of Documents

20.1 Crescent Lawn Tennis Club shall execute documents by signature.

20.2 A document is validly executed by signature if it is signed by at least two of the charity trustees.

21. Use of Electronic Communications

21.1 To the CIO: Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

21.2 By the CIO: Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

21.3 The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:

21.3.1 provide the members with the notice referred to in clause 11.3 (Notice of general meetings);

21.3.2 give charity trustees notice of their Management Committee meetings in accordance with clause 19.3 (Calling meetings); and

21.3.3 submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions); or

21.3.4 The charity trustees must:

- take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
- send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

22. Keeping of registers

Crescent Lawn Tennis Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

23. Minutes

23.1 The charity must keep minutes of all:

23.1.1 Appointments of officers made by the charity trustees;

23.1.2 Proceedings at general meetings of Crescent Lawn Tennis Club;

23.1.3 Meetings of the charity trustees and committees of charity trustees including:

- The names of trustees present at the meeting;
- The decisions made at the meetings; and
- where appropriate the reasons for the decisions.

23.1.4 Decisions made by the charity trustees otherwise than in meetings.

24. Accounting Records, Accounts, Annual Reports and Returns, Register Maintenance

24.1 The Club's Financial Year shall run from 1st April to the 31st March, unless otherwise determined by the Management Committee and the accounts shall be independently reviewed and submitted to the Annual General Meeting for approval.

24.2 The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of all accounting records, to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission regardless of the income of Crescent Lawn Tennis Club, within 10 months of the financial year end.

24.3 The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of Crescent Lawn Tennis Club entered into the Central Register of Charities.

25. Rules

The charity trustees may from time to time make such reasonable and proper rules and bye laws as they may deem necessary or expedient for the proper conduct and management of Crescent Lawn Tennis Club, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of Crescent Lawn Tennis Club on request.

26. Disputes

If a dispute arises between members of Crescent Lawn Tennis Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

27. Amendment of Constitution

27.1 This constitution can only be amended. (As provision by clauses 224-227 of the Charities Act 2011).

27.1.1 By resolution agreed in writing by all members of the CIO; or

27.1.2 By a resolution passed by a 75% majority of votes cast at a general meeting of Crescent Lawn Tennis Club.

27.2 Any alteration to clause 3 (Objects), clause 28 (Voluntary Winding up or Dissolution), this clause, or any provision where the alteration would provide authorization for any benefit to be obtained by a charity trustee or members of Crescent Lawn Tennis Club or persons connected with Crescent Lawn Tennis Club, requires written consent from the Charity Commission;

27.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid;

27.4 A copy of any resolution altering the constitution, together with a copy of Crescent Lawn Tennis Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

28. Voluntary Winding Up or Dissolution

28.1 As provided by the Dissolution Regulations, Crescent Lawn Tennis Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve Crescent Lawn Tennis Club can only be made:

28.2 At a general meeting of all members of Crescent Lawn Tennis Club called in accordance with clause 11 (General Meetings), of which not less than 14 days' notice has been given to those eligible to attend and vote;

28.2.1 By a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting;
or

28.2.2 By a resolution agreed in writing by all members of Crescent Lawn Tennis Club.

28.3 Subject to the payment of all Crescent Lawn Tennis Club's debts:

28.3.1 Any resolution for the winding up of Crescent Lawn Tennis Club, or for the dissolution of Crescent Lawn Tennis Club without winding up, may contain a provision directing how any remaining assets of Crescent Lawn Tennis Club shall be applied;

28.3.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of Crescent Lawn Tennis Club shall be applied;

28.3.3 In either case the remaining assets must be applied for charitable purposes that are the same or similar to those of Crescent Lawn Tennis Club.

28.4 Crescent Lawn Tennis Club must observe the requirements of the Dissolution Regulations in applying to the Commission for Crescent Lawn Tennis Club to be removed from the Register of Charities, and in particular the charity trustees must send with the application to the Commission:

- A copy of the resolution passed by the members of Crescent Lawn Tennis Club;
- A declaration by the charity that any debts and other liabilities of Crescent Lawn Tennis Club have been settled or otherwise provided in full; and
- A statement by the charity trustees setting out the way in which any property of Crescent Lawn Tennis Club has been or is to be applied for to its dissolution in accordance with this constitution;
- The charity trustees must ensure a copy of the application is sent within 7 days to every member and employee of Crescent Lawn Tennis Club, and to any charity trustee of Crescent Lawn Tennis Club who was not privy to the application.

28.5 If Crescent Lawn Tennis Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

29. Interpretation

29.1 In this constitution; “**connected person**” means:

29.1.1 A child, parent, grandchild, grandparent, brother or sister of the charity trustee;

29.1.2 The spouse or civil partner of the charity trustee or any person falling within sub-clause (29.1.1) above.

29.1.3 A person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (29.1.1) or (29.1.2) above.

29.1.4 An institution which is controlled –
(i) by the charity trustee or any connected person falling within sub-clause (29.1.1) (29.1.2) or (29.1.3) or
(ii) by two or more persons falling within sub-clause (29.1.4) (i), when taken together.

29.1.5 As body corporate in which -
(i) the charity trustee or any connected person falling within sub-clauses (29.1.1 to 29.1.3) has a substantial interest; or
(ii) two or more persons falling within sub-clause (29.1.4) (i) who, when taken together, have a substantial interest.
(iii) Section 118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.

“**General Regulations**” means the Charitable Incorporated Organisations (General) Regulations 2012.

“**Dissolution Regulations**” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The “**Communications Provisions**” means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

“**Charity Trustee**” means a charity trustee of Crescent Lawn Tennis Club.

30. Club rules and other policies

30.1 The Club shall ensure that policies are in place which outline the club rules, court etiquette and conduct and that outlines the processes for

suggestions, feedback and complaints. It shall also have in place policies that adhere to the welfare and safeguarding of its members and or that are required by law, governing bodies/associations or good practice.

30.2 Any such policies will need to account for any provisions outlined in the constitution and can not supersede those provisions except if required by law, governing bodies or associations.