



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

### **3. Object[s]**

3.1. 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**

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. 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;
- 4.2. Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3. 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;
- 4.4. 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;
- 4.5. 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.
- 4.6. 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.

- 4.7. 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.
- 5.3. 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**

### **6.1.1. General Provisions**

No charity trustee or connected person may:

- 6.1.2. buy or receive any goods or services from Crescent Lawn Tennis Club on terms preferential to those applicable to members of the public;
- 6.1.3. sell goods, services, or any interest in land to Crescent Lawn Tennis Club;
- 6.1.4. be employed by, or receive any remuneration from, Crescent Lawn Tennis Club;

6.1.5. receive any other financial benefit from Crescent Lawn Tennis Club;

Unless the payment or benefit is permitted by sub-clause (2) 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.

6.1.6. Scope and powers permitting trustees’ or connected persons’ benefits

6.1.7. 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.

6.1.8. 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.

6.1.9. 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

6.1.10. Subject to sub-clause (6.3) 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.

6.1.11. 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).

6.1.12. 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.

6.1.13. 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.

6.1.14. Payment for supply of goods only – controls

Crescent Lawn Tennis Club and its charity trustees may only rely upon the authority provided by sub-clause 6.3.3 of this clause if each of the following conditions is satisfied:

- 6.1.15. 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”).
- 6.1.16. 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.
- 6.1.17. 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.
- 6.1.18. 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.
- 6.1.19. 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.
- 6.1.20. The reason for their decision is recorded by the charity trustees in the minute book.
- 6.1.21. A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.
- 6.1.22. In sub-clauses (2) and (3) of this clause:
- 6.1.23. “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 [30] (Interpretation).

## **7. Conflicts of Interest and Conflicts of Loyalty**

- A charity trustee must:

- 7.2. 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; and
- 7.3. 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).
- 7.4. 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**

### 9.1.1. Admission of new members

### 9.1.2. Eligibility

Membership of Crescent Lawn Tennis Club is open to anyone interested in furthering the 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 (3) of this clause.

### 9.1.3. Classes of Membership of Crescent Lawn Tennis Club and Subscription Rates

Membership of the club shall be open to local residents and persons residing outside the area as shall be elected by the charity trustees, providing that the number persons shall not exceed the figure set by the trustees from time to time.

There shall be the following classes of membership (all members shall be entitled to attend and speak at any General Meeting but only Playing Members over 18 years of age shall be entitled to vote, with the exception of the Honorary President, should one exist):

- Family – a playing membership for husband/wife (or pair of adult partners) with children under the age of 18 years or those in full time attendance at a recognized educational establishment under the age of 25

years, as they wish to include. On reaching 18 or 25 years of age (as applicable) a child must take up adult membership in his or her own right.

- Adult – an individual playing membership for persons aged 18 years or over.
- New Adult – an individual playing membership for persons aged 18 years or over, who has not been a member of Crescent Lawn Tennis Club within the previous 3 years.
- Intermediate – an individual playing membership for persons less than 18 years of age who have been invited to advanced to intermediate status by the club captain/coach or committee member. Intermediate status provides the same benefits as Adult status.
- Junior – an individual playing membership for people less than 18 years of age or those in full time attendance at a recognized educational establishment under 25 years of age.
- Junior squad – this membership is for all junior squad/development squad/team players.
- Parent membership – this membership allows parents to use the courts with their children when the courts are empty, directly after lessons. It does not allow any other club benefits.
- The number of members to be admitted to any class of membership shall, from time to time, be set by the Management Committee. 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 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.
- For current membership types, fees and benefits please refer to the Membership Types document issued annually by the Management Committee and kept in the clubhouse.
- 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.

#### 9.1.4. Admission Procedure.

The charity trustees:

- 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;

and

- 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.

#### 9.1.5. Transfer of Membership

9.1.6. 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 memberships secretary.

9.1.7. 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.

#### 9.1.8. Duty of Members of Crescent Lawn Tennis Club

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.

#### 9.1.9. Termination of Membership of Crescent Lawn Tennis Club

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

- The member dies;

- The member sends a notice of resignation to the memberships secretary;
- Any sum of money owed by the member to Crescent Lawn Tennis Club is not paid in full within six months of its 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;

9.1.11. 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 she or it 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.

9.1.12. Membership Fees

All annual subscriptions shall be payable on 1<sup>st</sup> April in each year or on such date as the Management Committee shall decide. If the subscription 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. Monthly payment terms are also available.

Variations in the payment of fees may be agreed by the Management Committee in exceptional circumstances. On an annual basis the Management Committee will assess the affordability of offering reduced membership. This will be put to the AGM for approval.

For example:

Student members are offered half the new membership rate, payable monthly. (As of 2020 this is £75 a year.)

Members on universal Credit are offered half the new membership rate, payable monthly. (As of 2020 this is £75 a year.)

We will also take into consideration those Not in Employment, Education or Training, or those with disabilities for reduced membership fees.

Note: The club has access to all the equipment needed to enjoy tennis. This equipment is available for use free of charge to new beginners and members.

#### 9.1.13. Benefits

No payments or private benefits are given to players or members

## **10. Members' Decisions**

### 10.1.1. General Provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause (10.2) of this clause, and 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 26 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 27 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**

### 11.1.1. Types of general meeting

11.1.2. 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 13 of this constitution (Appointment of Charity Trustees).

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

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

11.1.3. Calling general meetings

11.1.4. The charity trustees:

- Must call the Annual General Meeting of eligible members of Crescent Lawn Tennis Club in accordance with clause 11.1 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.

11.1.5. 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.

11.1.6. 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 11.2.2.1 of this clause shall have effect as if 5% were substituted for 10%.

11.1.7. Any such request must include particulars of a resolution that may properly be proposed, and is intended to be proposed at the meeting.

11.1.8. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

11.1.9. 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.

11.1.10. 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.

11.1.11. 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.

11.1.12. Notice of General Meetings.

11.1.13. 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.

11.1.14. 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.

11.1.15. 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 re-election as a trustee, or where allowed under clause 20 (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.

11.1.16. 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.

11.1.17. 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.

11.1.18. Chairing of General meetings

The person nominated as chair by the Charity trustees under clause 11.4 (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.

11.1.19. Quorum at General Meetings

11.1.20. 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

11.1.21. Subject to the following provisions, the quorum for general meetings shall be greater than 5% of the eligible membership or 5 members.

11.1.22. 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.

11.1.23. 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.

11.1.24. 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.

11.1.25. Voting at general meetings

11.1.26. Any decisions other than one falling within clause 10.2 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every eligible member has one vote, although junior members cannot vote at general meetings.

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

11.1.28. 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.

11.1.29. Adjournment of meetings

The chair 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

12.1.1. Functions and duties of charity trustees

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. It is the duty of each charity trustee:

12.1.2. 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;

and

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.

12.1.4. Eligibility for Trusteeship

- Every charity trustee must be a natural person.
- 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

- 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.
- 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**

13.1.1. 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.

#### 13.1.2. First Charity trustees

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

#### 13.1.3. Appointment of Charity Trustees.

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

13.3. 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;

13.4. 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;



- 13.5. The vacancies so 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 (12.2) on this clause;
- 13.6. 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 15.2 (Retirement and removal of trustees), or as an additional charity trustee.
- 13.7. Each charity trustee will be given a specific role within Crescent Lawn Tennis Club to carry out during the term until the next annual general meeting. The roles will be, but not limited to:
- Chairman
  - Treasurer and Membership secretary
  - Secretary
  - Fixtures Secretary
  - Club Captain
  - Other roles within Crescent Lawn Tennis Club can be introduced by the trustees if deemed necessary.

One person may fill more than one role.

#### **14. Information for New Charity Trustees**

The charity trustees will make available to each new charity trustee, on or before their first appointment:

- 14.1. A copy of this constitution and any amendments made to it  
and
- 14.2. 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 e-mail (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 9.4 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 15, 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 my e-mail) 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**

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

### **16.1.1. Taking of Decisions by Trustees**

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

- 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 principle office or such other place as the trustees may resolve [within 28 days of the circulation date].

## **17. Delegation by Charity Trustees**

- 17.1. 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.
- 17.2. 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:
- 17.2.1. A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
- 17.2.2. 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
- 17.2.3. The charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **18. Meetings and Proceedings of Charity Trustees.**

- 18.1.1. Calling meetings
- 18.1.2. Any charity trustee may call a meeting of the charity trustees
- 18.1.3. Subject to that, meetings are to be called by posting on the club's notice board and via e-mail notice to members 14 days' notice is required.
- 18.1.4. Chairing meetings

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting the charity trustees present may appoint one of their number to chair the meeting.

- 18.1.5. Procedure at meetings

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

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 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.

18.1.7. Questions arising at a meeting shall be decided by a majority of those eligible to vote.

18.1.8. In case of an equality of votes, the chair shall have a second casting vote.

18.1.9. Saving Provisions

18.2. Subject to clause (18) 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.

18.3. Sub clause (6) 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 (20.1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflict of Interest).

## **19. Execution of Documents**

19.1. Crescent Lawn Tennis Club shall execute documents by signature.

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

## **20. Use of Electronic Communications**

- 20.1. 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.
- 20.2. 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.
- 20.3. The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
- 20.3.1. provide the members with the notice referred to in clause 11.3 (Notice of general meetings);
- 20.3.2. give charity trustees notice of their meetings in accordance with clause 18.1 (Calling meetings);
- and
- 20.3.3. 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
- 20.3.4. 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.

## **21. 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.

## **22.Minutes**

The charity must keep minutes of all:

- 22.1. Appointments of officers made by the charity trustees;
- 22.2. Proceedings at general meetings of Crescent Lawn Tennis Club;
- 22.3. 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
- 22.4. Decisions made by the charity trustees otherwise than in meetings

## **23.Accounting Records, Accounts, Annual Reports and Returns, Register Maintenance**

- 23.1. 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.
- 23.2. 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.

## **24.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.

## **25.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.

## **26. Amendment of Constitution**

As provision by clauses 224 – 227 of the Charities Act 2011

26.1. This constitution can only be amended.

26.1.1. by resolution agreed in writing by all members of the CIO;

or

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

26.1.3. Any alteration to clause 3 (Objects), clause 27 (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;

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

26.1.5. 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.

## **27. Voluntary Winding Up or Dissolution.**

27.1. 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:

27.1.1. 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;

27.1.2. 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

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

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

27.2.1. 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;

27.2.2. 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;

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

27.3. 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:

27.3.1. 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.

27.3.2. 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.

## **28. Interpretation**



In this constitution;

**“connected person”** means:

- 28.1.1. A child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- 28.1.2. The spouse or civil partner of the charity trustee or any person falling within sub-clause (28.1.1) above
- 28.1.3. A person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (28.1.1) or (28.1.2) above

**“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

## **29. GROUND AND PLAYING RULES**

### **Court Rules**

- The use of the courts is restricted to members as defined in Section 9 above, and their visitors as defined below.
- The courts shall be open for play every day, unless Sidcup Sports Club is closed for whatever reason.
- The Committee may at any time engage any of the courts for the purposes of matches and match practice, or tournaments.
- The Club Professional shall have the use of one or more courts for coaching purposes at all times. Subject to other demands on court space, and by agreement with the Committee, other courts may be made available for coaching purposes when not required by Members.
- When other Members are waiting.
  - Short sets only are to be played (ie first to 6 games).
  - Knock ups” should be limited to a maximum of 3 minutes.
  - No singles may be played
- Members may only use the courts for outside tournaments with the prior permission of the Honorary Match Secretary or the Men’s or Ladies’ Captains
- Outside designated times for social play, members may make up pre-arranged fours or pairs and play together in the same four or pair throughout provided that due regard is given to other Members requiring the courts.

### **Social Play**

The provisions of Section 29 above apply equally here. Members are expected to mix in with one another and to ensure that everyone has a fair share of the play. The pegboard system should be used for all social play sessions: first name in the rack to select 3 other names from the first 6.

### **Dress Code.**

All Members shall wear correct tennis shoes and maintain a good standard of sports style apparel on court. Men must wear shirts at all times.

### **Junior Members**

- Junior Members may use the courts at any time when court space is available except during Social Play sessions or when these courts are required by adult members.
- Junior Members will be encouraged to enter intra and inter club Open tournaments, Handicap tournaments and to play in club teams.

### **Court Etiquette**

- No bad language or offensive behaviour is to be used on or off court.
- Players shall wait for a convenient break in any game on an adjoining court before walking behind players or retrieving balls.

### **Discipline**

- The Club and all Members shall accept and be bound by the Rules and the Disciplinary Code (“the LTA Rules”) of the Lawn Tennis Association Ltd (“the LTA”) and the General Rules and Constitution (“the County Rules”) of the Kent County Lawn Tennis Association (“the County”) in force from time to time including amendments made hereafter, insofar as the same are relevant to the activities of the Club.
- All unlicensed and unregistered coaches and all visitors to the Club for the purpose of playing tennis will be required to accept and be bound by the LTA Rules and the County Rules.
- All Members shall accept, and all persons mentioned above shall be required to accept that the Contracts (Rights of Third Parties) Act 1999 shall apply to the agreement between themselves and the Club, and that the LTA and County may enforce any breach thereof, but only insofar as it relates to a breach of the LTA Rules or the County Rules.
- The Club may terminate the membership of any Member, or impose any other sanction it deems appropriate, in the event of any breach of the Rules of the Club or the LTA Rules or the County Rules, as set out in section 9 of the constitution.

### **Visitors**

- Members are allowed to introduce friends as visitors to play at the Club at a charge to be decided by the Committee, but no Member shall introduce more than two visitors at any one time. Members will be responsible for seeing that such visitors conform to the Rules of the Club and that the fee is paid to the Honorary Treasurer. No one visitor shall be allowed to play in accordance with this rule on more than three occasions during any season except by special permission of the Committee.
- A visitor’s fee will be charged at the rate decided by the committee.
- No Member may introduce as a visitor a person who has been rejected as a candidate, or who has been expelled from the Club or any other Constituent Club of the Sidcup Sports Club.