



MMTCC
Member's Rule Book

6th July 2020

Introduction

Moreton Morrell Tennis Court Club is a company limited by guarantee. All members of the club are members of the company Moreton Morrell Tennis Court Club Limited a company registered in England, Company Number 12013036.

The Club's constitution and rules are defined by the company's Articles of Association and Byelaws as defined by the Articles.

The Articles are available as required by Company Law from Companies House.
<https://www.gov.uk/government/organisations/companies-house>

A version of the Articles is re-printed here for information.

The Club's Byelaws are defined in this document.

Articles of Association

Version adopted by members at AGM of 6th July 2020

ARTICLES OF ASSOCIATION

COMPANIES ACT 2006

Co. No. 12013036

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF THE MORETON MORRELL TENNIS COURT CLUB

1. INTERPRETATION

In these Articles:

- 'the Act' means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force
- 'the Club' means the Moreton Morrell Tennis Court Club
- 'Secretary' means the Secretary of the Company or any other person appointed to perform the duties of the Company Secretary of the Club, including a joint, assistant or deputy Secretary
- 'the Committee' means the Committee of the Club which shall manage the Club. The Committee will include the Directors of the Company in accordance with the Companies Act 2006
- Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification not in force when these articles become binding on the Club
- The masculine includes the feminine and, where appropriate, the singular the plural.
- Member means a person whose name is entered on the Club Membership List as a member of the Club
- 'Full Member' means a Member holding a membership in a full membership category, Honorary Life Members and Life Members

2. NAME

The name of the company is the Moreton Morrell Tennis Court Club Limited

3. REGISTERED OFFICE

The registered office of the company will be situated in England

4. OBJECTS

The Club is established for the following purposes:

- a) to acquire and take over all or any part of the assets and liabilities of the former unincorporated body known as the Moreton Morrell Tennis Court Club.
- b) the use of the Club premises and the facilities of the Club for purposes unassociated with real tennis but which may produce financial or other benefits to the Club or to the game of real tennis
- c) to promote, facilitate and encourage the game of real tennis at Moreton Morrell

5. CONSTITUTION AND ELIGIBILITY FOR MEMBERSHIP

- a) The Committee is responsible for managing the Club
- b) The Club is a non-profit making mutual members organization
- c) Membership of the Club is open to anyone interested in the sport of real tennis regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs membership of the Club shall be on a non-discriminatory basis
- d) Classes of membership are established by the Committee and listed in the Club handbook

6. APPLICATIONS FOR MEMBERSHIP

No person shall become a Member of the Club unless—

- a) that person has completed an application for membership in a form approved by the Committee, and
- b) the Committee has approved the application
- c) No newly elected Member shall be entitled to participate in any of the advantages or privileges of the Club until their subscription has been paid

7. CANCELLATION / TERMINATION of MEMBERSHIP

- a) Membership is not transferable and ceases upon death
- b) A Member may at any time withdraw from the Club by providing written notice to the Honorary Secretary at least 28 days before the annual subscription is due. Failure to do so will mean that the subscription will be payable for the next year. A Member whose membership terminates for any reason, is not entitled to a refund (in whole or in part) of his or her subscription. Any unpaid subscriptions relating to a period of membership shall remain due and payable to the Club notwithstanding the termination of a person's membership
- c) If any Member is convicted on indictment of a criminal offence or is adjudged bankrupt or is no longer capable of looking after their affairs, then the Committee may terminate their membership
- d) If at any time the Committee considers that the interests of the Club require it, they may invite a Member to withdraw from the Club, by a letter specifying the time before which the withdrawal should be made:
 - i. If the Member concerned does not withdraw, the Committee must submit the question of his or her expulsion to a special General Meeting to be held within 4 weeks after the date of the letter. Not less than three weeks' notice of the meeting must be given to the members
 - ii. The Hon. Secretary must inform the Member in question of the time and place of the meeting and the nature of the complaints in sufficient time to afford a proper opportunity of offering an explanation
 - iii. At the meeting, the Member must be allowed to offer an explanation of their conduct verbally or in writing. If two-thirds of the Full Members present vote for expulsion, membership of the Club will cease with immediate effect
 - iv. A minimum of 10 Full Members must be present for voting
 - v. The voting at any such special General Meeting must be by ballot
 - vi. The Committee may exclude from the Club, until a special General Meeting is held, any Member whose withdrawal has been requested

- e) In the event of a breach of the Club rules or if the Committee believe that the behaviour of a Member is or is likely to bring the Club or the game of real tennis into disrepute, the Committee shall notify any offending Member and require them to meet the requirements of the Club. Should those requirements not be met immediately the Committee may terminate the offending Member's membership under the provisions of section 7(d) above

8. LIABILITY OF MEMBERS

The liability of each Member is limited to £1 being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- a) calls under Article 13
- b) payment of the company's debts and liabilities contracted before he ceases to be a Member
- c) payment of the costs, charges and expenses of winding up, and
- d) adjustments of the rights of contributories among themselves

9. SUBSCRIPTIONS, MEMBER'S ACCOUNTS and PAYMENTS

9.1 Subscriptions:

- a) The amount of the annual subscription and court fee for each type of membership shall be such sum as the Committee from time to time shall determine. A list showing the current subscription fees shall be displayed at the Club
- b) All annual subscriptions shall be due and payable on 1st January of each year. The subscription may be paid in two equal instalments (on 1st January and 1st July) or in 12 monthly instalments. Members joining part way through the year may pay a proportioned amount
- c) Members who fail to pay their subscriptions within three months of the date due may have their membership terminated by the Committee unless a satisfactory explanation for non-payment has been submitted to the Committee

9.2 Member's Accounts:

- a) The Committee shall determine exactly how Members are charged for court fees, marking, coaching and similar
- b) Members who repeatedly fail to pay their monthly statement shall be subject to review by the Committee and their entitlement to play considered. The Committee may consider the option of termination or suspension of membership

9.3 T&RA Additional Fee:

- a) In becoming a Member of the Club, the Member also agrees to pay any amount levied on individual Members in support of the governing authority of real tennis, the Tennis and Rackets Association

9.4 Court bookings:

- a) If a player cancels a booking and the court cannot be filled, they will be charged for the use of the court unless the required period of notice is given

- b) This period of notice will be as agreed by the Committee
- c) The charge may be waived at the discretion of the Professional or the Committee having been advised of sufficiently mitigating circumstances

9.5 Pursuance of debts:

- a) The Committee is authorised by the Club to pursue debts incurred by Members or former Members by any legal means

10. GENERAL MEETINGS

10.1 Annual General Meeting:

The Club shall hold an Annual General Meeting each year at a time determined by the Committee. Its purpose shall be to:-

- a) Receive the annual statement of accounts for the previous year
- b) Elect the Committee for the succeeding year and appoint Officers
- c) Cover any other business included in the meeting notice

10.2 Extraordinary General Meetings:

- a) The Committee shall be bound, upon the requisition of twenty Members specifying the object, to call an Extraordinary General Meeting of the Club or shall be at liberty to do so on their own authority, specifying the object, and giving twenty one days' notice of such a meeting

10.3 Quorum at General Meetings

- a) The quorum for General Meetings shall be 8 Full Members unless otherwise demanded by the articles.

10.4 Voting at General Meetings:

- a) All categories of Member shall be entitled to attend and participate at General Meetings but only Full Members (including Honorary Life Members and Life Members) may vote
- b) No Member shall be entitled to vote at a General Meeting unless their subscription for the current year is up to date
- c) Members unable to be present may send their proxy vote in writing to the Hon. Secretary at least 2 hours before the meeting in question
- d) Motions will be carried by a simple majority of votes cast unless otherwise demanded by the articles
- e) If any vote is tied the person chairing the meeting has a casting vote.
 - This does not apply if in accordance with the articles the person chairing the meeting is not eligible to participate in the decision-making process.

10.5 Notice Period:

- a) The notice period for any General Meeting shall be at least fourteen days unless otherwise demanded by the Articles
 - Notice shall be provided by the Hon. Secretary in accordance with Article 18

11. THE CLUB OFFICERS AND COMMITTEE

- a) Moreton Morrell Tennis Court Club Ltd shall have no fewer than three directors
- b) All the concerns of the Club shall be entrusted to a Committee consisting of not more than sixteen persons. The entire control and management of the Club shall be vested in the Committee.
- c) Any Full Member serving on the Committee eligible to hold a company directorship shall be invited to become a director of Moreton Morrell Tennis Court Club Ltd.
 - An eligible Committee Member may decline to become a director unless this would lead to a breach of Article 11a.
- d) The Committee shall appoint annually from amongst their numbers a Chair and Vice Chair to preside over meetings of the Committee
- e) The Committee shall also appoint annually such Honorary Officers (including a Secretary and Treasurer) as they consider necessary for the administration of the Club, who shall also be ex-officio members of the Committee.
- f) The Committee shall have the powers of co-option and of appointing sub-committees as they think fit. The Committee may co-opt Club employees to serve as ex-officio members of the Committee.
- g) The Chairman shall appoint an Executive Committee (ExCo). Its terms of reference will be set by the Committee and may be changed by the Committee from time to time as it sees fit. The ExCo shall have 4 members at least two of whom shall be directors. To assist the Committee to carry out its duties, the Committee can request that the ExCo provide business plans, procedures, budgets, and reports on the operational and financial performance of the Club. On the Committee's behalf, the ExCo can manage and monitor the risk profile of the Club and the performance of the Club's employees
- h) In the event of vacancies occurring in the Committee, the Committee shall have the power to fill them with other Members. Such appointments shall be confirmed at the ensuing Annual General Meeting
- i) No business shall be transacted at any meeting of the Committee unless a minimum of four members be present at least two of whom must be a director of the company. If for any reason the company has fewer than three directors the only business that may be transacted is to appoint directors to satisfy Article 11a.
- j) The Chair shall have the privilege of deciding by his casting vote all questions where the votes are equal
 - This does not apply if, in accordance with the articles, the person chairing the meeting is not eligible to participate in the decision-making process
- k) At the Annual General Meeting of the Club, at least three members of the Committee shall retire. The retiring members of the Committee may make themselves eligible for re-election
- l) A Member must resign from the Committee at the AGM if they have served a continuous term on the Committee and not stood for election or re-election in the previous four AGMs. The retiring member may make themselves eligible for re-election.
- m) Any Committee member retiring from the Committee who is not immediately re-elected to the Committee who holds a directorship of Moreton Morrell Tennis Court Club Ltd will be deemed to have resigned their directorship.

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- n) Nominations for election to the Committee shall be from Members who have Club voting rights and must be handed to the Hon. Secretary, 14 days prior to the Annual General Meeting. The consent of the persons nominated shall first have been obtained
- o) The Committee shall have the power on behalf of the Club to engage paid staff
- p) The Committee shall have the power on behalf of the Club to authorise use of Club property and premises for any purpose compatible with the objects of the Club including the hire of the premises for private functions
- q) The Committee shall have power on behalf of the Club to dispose of the Club's fixtures and fittings as it sees fit
- r) The Committee shall have power on behalf of the Club to enter into limited guarantees and indemnities. Such guarantees may be signed on behalf of the Committee by officials nominated in an appropriate manner
- s) The Committee undertakes to ensure that the Club remains non-profit making and that any surplus income or gains shall be reinvested in the Club. Surpluses or assets will not be distributed to Members
- t) The Committee shall be free to donate Club funds or property of the Club to a registered charity or to other clubs that are registered as a Community Amateur Sports Club
- u) The Club shall indemnify the Committee and any Members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club up to the extent of the Club's assets
- v) If a proposed decision of the Committee is concerned with an actual or proposed transaction or arrangement with the company in which a Committee member is interested, that Committee member is not to be counted as participating in the decision-making process for quorum or voting purposes

But if paragraph i) applies, a Committee member who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes

- i. This paragraph applies when—
 - a. the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - b. the Committee member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - c. the director's conflict of interest arises from a permitted cause
- ii. For the purposes of this article, the following are permitted causes—
 - a. a guarantee given, or to be given, by or to a Committee member in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - b. subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - c. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for Committee members or former Committee members

- iii. For the purposes of this article, references to proposed decisions and decision-making processes include any Committee meeting, part of a Committee meeting or sub-Committee meeting
- iv. Subject to paragraph v), if a question arises at a Committee meeting as to the right of a member of the Committee to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Committee member other than the Chair is to be final and conclusive
- v. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Committee member's at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

12. ACCOUNTS OF THE CLUB

- a) The Committee of the Club must ensure that proper books of account are kept in respect of:
 - all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place
 - the assets and liabilities of the Club
- b) The books of account must be kept at the registered office of the Club, or at such other place or places as the Committee think fit, and must always be open to the inspection of the Committee
- c) No Member who is not a director has any right to inspect any account or book or document of the Club except as conferred by statute or authorized by the members of the Committee
- d) Presentation of accounts:
 - Once at least in every year the Committee must lay before the Club in General Meeting an account of income and expenditure for the period since the preceding account
 - A balance sheet must be made out in every year and laid before the Club in General Meeting, made up to a date not more than six months before such meeting
 - A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of General Meetings in the manner in which notices are to be given under these articles 21 days prior to the meeting
 - Every account and balance sheet must be accompanied by a report of the Committee and the account, report and balance sheet must be signed by two members of the Committee and countersigned by the secretary

13. CALLS

- a) If at any time before the accounts for a financial year have been laid before the Members it shall appear to the Committee on an examination of the accounts of the Club for that financial year that there will be a loss on such accounts the Committee

may make a call sufficient to cover such loss upon all persons who were Members during that financial year

- b) The amount of the call shall be payable on such date as the Committee specifies in such call and this article shall be read and construed in accordance with the articles relating to subscriptions
- c) The amount of the call levied on Members shall be in proportion to the amount of subscription payable by each Member
- d) This measure will require approval at an Extraordinary General Meeting

14. ALTERATION OF ARTICLES

These Articles shall not be rescinded or altered in any way except pursuant to a resolution of a General Meeting duly passed by a majority of three- fourths of the Full Members present at such meeting. Notice of any proposed rescission or alteration must be given in accordance with these articles but any modification of such proposal may be adopted by the meeting. Notice of any modification to the proposed article rescission or alteration adopted at the General Meeting must be given to all Full Members and if three or more Full Members object to the modification within 14 days of the notice of the same being given a further General Meeting shall be held to discuss and if thought appropriate adopt the modification.

15. DISSOLUTION

- a) The Committee has the power to propose the dissolution of the Club provided that it is solely in the best interests of the Club. Such a proposal must be presented at a Special General Meeting.
 - i. Notice for such a meeting shall require at least 28 day's notice prior to the date of the meeting
 - ii. A quorum of 30 Full Members is required or at least three fourths of the membership if the club has fewer than 40 Full Members
 - iii. For any dissolution proposal to be agreed at least three fourths of those in attendance who are entitled to vote must approve the proposal
 - iv. Votes will be by ballot
 - v. Members may have a proxy vote
- b) In the event of a voluntary winding up, the property of the Club shall be applied in satisfaction of the Club's liabilities and, subject thereto any surplus, shall be distributed to the game's governing body, currently The Tennis and Rackets Association, or its successor. In the event of a winding up by the Court, the provisions of Article 18.1 shall apply with all necessary modifications to the division of any surplus subject to any statutory requirements, restrictions or limitations and to any order of a court of competent jurisdiction

16. GENERAL

- a) Any Member having any cause of complaint shall notify the same by letter addressed to the Honorary Secretary who shall bring such complaint before the Committee at its next meeting
- b) All Members shall pay their bills and any expense incurred immediately upon demand in respect thereof. The Committee shall be entitled to charge interest at

such rate as it may from time to time determine on any sum not paid within 30 days of the date of the invoice

- c) The Club shall open and close at such hours as the Committee may determine
- d) Each Member shall communicate any change in his address or telephone number to the Honorary Secretary and all notices sent by post to the last known address of each Member shall be considered as duly delivered
- e) These articles and any regulations of the Committee shall be printed and a copy of them made available to every Member and shall be binding upon every Member. No Member shall be absolved from the effect of the articles on the plea of not having seen a copy
- f) That the Secretary of the Club or other employee and/or officer duly authorised by the Committee may transact banking business on behalf of the Club utilising electronic/internet banking

17. BYELAWS

- a) The Committee of the Club may from time to time make, alter and repeal any byelaws they consider necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such byelaws:
 - i. regulate the terms and conditions upon which honorary guests, children of Members of the Club and visitors may use the premises and property of the Club
 - ii. fix the times of opening and closing the Club Facilities (or as the case may be), clubhouse, and premises of the Club or any part of them and the permitted hours for supply of alcohol
 - iii. promulgate the articles to be observed and the prizes or stakes to be played for by Members of the Club playing any games on the premises of the Club;
 - iv. prohibit particular games on the premises of the Club entirely or at any particular time or times
 - v. regulate the conduct of Members of the Club in relation to one another and to the Club's staff
 - vi. set aside the whole or any part or parts of the Club's premises for gentlemen members, women members or any other class or classes of members, at any particular time or times, or for any particular purpose or purposes
 - vii. impose fines for breach of any byelaw or any article of association of the Club
 - viii. regulate all matters that are commonly the subject of Club articles
- b) The Committee must adopt whatever means they consider sufficient to bring all byelaws, alterations and repeals to the notice of the members of the Club
- c) All byelaws, so long as they are in force, are binding on all members of the Club
- d) No byelaws may be inconsistent with, or affect or repeal anything contained in, the articles of association of the Club, or be in breach of any statutory provision
- e) Any byelaw may be set aside by a special resolution of a General Meeting of the Club

18. NOTICES

- a) A notice may be given by the Club to any Member personally, by sending it by post in a prepaid envelope addressed to the Member at his registered address or by posting it in a conspicuous place in the club room of the Club or by suitable electronic means or through publication on the Club's website
- b) Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - i. 24 hours after being sent by electronic means, posted on the Club's website or delivered by hand to the relevant address
 - ii. two clear days after being sent by first class post to that address
 - iii. three clear days after being sent by second class or overseas post to that address
 - iv. immediately on being handed to the recipient personally, or if earlier,
 - v. As soon as the recipient acknowledges actual receipt
- c) A technical defect in service of which the Committee Members are unaware at the time does not invalidate decisions taken at a meeting

19. HEADINGS

The headings in these articles do not form part of them or in any manner affect the interpretation or construction of them

Byelaws

1. Health & Safety, Safeguarding

- a) The Committee shall make provisions, as far as is reasonably practicable, to comply with health and safety, child protection and safeguarding legislation for safeguarding the club's members, guests, volunteers and employees.
- b) Employees, volunteers, members and guests have a duty to take reasonable care of their own safety and that of other persons who may be affected by their actions or omissions whilst they are present at the tennis club or at one of its events. Members of the Club in charge of children must exercise full control and supervision over those children.

Further detail is contained in the Club's Health and Safety Policy and Safeguarding documents which are available from the Honorary Secretary and on the Club's website.

2. Guests and Visitors

- a) The Club may admit to the Club premises (and to any premises or places the Club is using on a special occasion), as club visitors, those attending functions held with the authority of the Committee including the members and guests of visiting teams.
- b) In addition to guests of the Club a Member may admit a guest to the club premises.
 - i. A member may not play the same guest on the tennis court on more than three occasions in the same year without first obtaining prior approval from the Club Committee or Head Professional.
 - ii. Guest players will incur the appropriate playing fee as displayed on the Club noticeboard.
 - iii. The Member introducing the guest shall be responsible for all expenses and liabilities incurred by the guest or on the guest's behalf.

3. Intoxicating Liquor

- a) The Club allows the credit sale of intoxicating liquor to members, guests and approved visitors.
- b) The permitted hours and conditions for the sale of intoxicating liquor in the Club shall be in accordance with the General Licensing Hours for the District and according to the licence displayed at the Club.
- c) The purchase for the Club and the supply by the Club of intoxicating liquor shall be at the discretion of the Committee.
- d) Sales of intoxicating liquor shall be limited to persons aged 18 years and over who are:-
 - Members and their Guests
 - Competitors in competitions which take place at the Club from time to time and members of visiting teams and in each case their guests on the day of the competitions or games only
 - Visitors approved by the Committee

- e) All alcoholic beverages consumed on the club premises must have been purchased at the Club unless with the permission of the Hon. Secretary.

4. Annual General Meeting

- a) The Committee shall hold an Annual General Meeting each year as required by the Articles. This shall be held in April or May unless exceptional circumstances prevent the meeting from being held at that time.

5. Interpretation & Amendment of the Byelaws

- a) The Committee is the sole authority for the interpretation of the Byelaws
- b) The Committee may change amend the Byelaws as permitted by the Articles

6. Headings

The headings in these rules are for ease of reference only and are not to be taken into account in their interpretation