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## HORSHAM LAWN TENNIS CLUB RULES

### 1. Name

The Club is called Horsham Lawn Tennis Club ("HLTC") and is a constituent club of Horsham Sports Club (the Parent Club).

### 2. Definitions

"Adult" means a person aged 18 years or over on 1<sup>st</sup> April of the new season;

"the Chairman" means the person elected from time to time to be the chairman of the HLTC in accordance with Rule 9;

"the CLTA" means Tennis Sussex, which is the Sussex County Lawn Tennis Association;

"the Game" means the game of tennis;

"the Secretary" means the person elected from time to time to be the secretary of the HLTC in accordance with Rule 9;

"the Treasurer" means the person elected from time to time to be the treasurer of the HLTC in accordance with Rule 9;

"the Officers" means the Chairman, Secretary, Treasurer and Welfare Officer on the HLTC Management Committee;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the HLTC Management Committee" means the committee appointed under Rule 9 to manage the HLTC;

"the Members" means the members of the HLTC admitted from time to time to membership of the HLTC in accordance with Rule 5;

"the Parent Club" means Horsham Sports Club;

"the Parent Club Management Committee" means the committee appointed to manage Horsham Sports Club;

"the Trustees" means the persons appointed from time to time to be the trustees of the Parent Club and its constituent clubs.

- 2.1. Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

### **3. Objects**

The objects of HLTC are:

- (a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of the Game in the area of Horsham and amongst the community;
- (b) to assist the Parent Club to provide and maintain HLTC premises at Horsham and HLTC-owned tennis equipment for the use of its Members;
- (c) to assist the Parent Club to acquire, establish, own, operate and turn to account in any way (for the Members' benefit) the tennis court facilities of the HLTC together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (d) to provide other ordinary benefits of an amateur sports club as set out in Part 13, Chapter 9 of the Corporation Tax Act 2010 including without limitation provision of suitability qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- (e) to sell or supply food or drink as a social adjunct to the sporting purposes of HLTC;
- (f) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- (g) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to make rules, regulations, bye-laws and standing orders concerning the operation of HLTC including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (h) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate);
- (i) to make donations or offer support to lawn tennis clubs which are charities or community amateur sports clubs; and
- (j) to do all such other things as the HLTC Management Committee thinks fit to further the interests of the HLTC, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

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

- 4.1. The Parent Club and HLTC are non-profit making organisations. Any surplus income or gains shall be applied solely in accordance with the Parent Club's Constitution.
- 4.2. Nothing in the Parent Club's Constitution shall prevent HLTC from entering an agreement with a Member for the supply by him to HLTC of goods or services or for his employment by HLTC, provided that such arrangements are approved by the Parent Club's Management Committee and the HLTC Management Committee (without the Member being present) and are agreed with the Member on an arm's length basis.
- 4.3. No Member shall be paid a salary, bonus, fee or other remuneration for playing for HLTC.

#### **5. Membership**

##### *5.1. Eligibility for membership*

- 5.1.1. Persons of either sex are eligible for full membership of HLTC. No person shall be denied membership of HLTC on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 5.1.2. Persons below the age of 18 may be elected as Junior Members without the right to vote at general meetings.

##### *5.2. Admission of Members*

Any person who wishes to become a Member must submit an application in such form as the HLTC Management Committee shall decide. Every candidate for membership shall be admitted to membership of HLTC unless to do so proves to be contrary to the best interests of the sport or the good conduct and interests of HLTC.

##### *5.3. Conditions of membership*

- 5.3.1. Each Member (of each class) agrees as a condition of membership:

(a) to be bound by and subject to these rules and the rules and regulations of the CLTA (as in force from time to time); and

(b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

- 5.3.2. Rule 5.3.1 confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the Members do not intend that any term of these rules, apart from Rule 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
- 5.3.3. HLTC Management Committee may, subject to Rule 7, terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

#### 5.4. *Classes of Members*

5.4.1. There shall be the following classes of members for HLTC:

Adult Peak (Full Member)	An Adult not engaged in full-time education who may play at any time the courts are open.
Adult Off-Peak (Full Member)	An Adult who may play between 09.00 and 17.30 on weekdays (excluding Bank Holidays).
Adult Country (Full Member)	An Adult who lives outside a 10 mile radius from HLTC and who may play at any time the courts are open.
Student (Full Member)	An Adult engaged in full-time education who may play at any time the courts are open.
Rackets (Full Member)	An Adult or Junior Member who has joint Tennis and Squash Membership who may play at any time the courts are open.
Junior Member	A person under the age of 18 years on 1 <sup>st</sup> April of the new season.
Non-Playing Social	An Adult who may use the Parent Club's facilities.
Bolt-on	An Adult or Junior Member who is already a member of another of Horsham Sports Club's constituent clubs. This does not include Rackets Members.
Corporate	An Adult or Junior Member whose company has taken out corporate membership of Horsham Sports Club.

5.4.2. Only Full Members shall be entitled to receive notice of, attend and vote at general meetings. A member other than a Full Member shall be entitled to all the privileges of membership relevant to his class of membership but shall not have the right to receive notice of, attend and vote at general meetings.

5.4.3. All Members are automatically members of the Parent Club. This allows use of all Bar, restaurant and showering facilities within the Pavilion.

#### 5.5. *Subscriptions*

5.5.1. The joining fee and annual subscription for each type of Member shall be determined from time to time by the HLTC Management Committee provided that the HLTC Management Committee shall ensure that the fees set by it do not preclude open membership of HLTC.

5.5.2. The Members shall pay any joining fee and annual subscription fees set by the HLTC Management Committee from time to time.

5.5.3. No candidate who has been admitted to membership shall be entitled to the privileges of membership until he has paid the joining fee and his first annual subscription or set up a direct debit arrangement.

5.5.4. Any Member whose joining fee or subscription is more than one month in arrears shall be deemed to have resigned his membership of HLTC unless waived at the discretion of the HLTC Management Committee.

5.5.5. The membership year shall run from the date of joining HLTC.

## **6. Resignation**

A Member may withdraw from membership of HLTC on clear notice to HLTC. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

## **7. Expulsion**

- 7.1. Subject to the remaining provisions of this rule, the HLTC Management Committee shall have power to refuse membership or expel a Member only for good and sufficient cause, such as conduct or character likely to bring HLTC or the Game into disrepute.
- 7.2. A Member shall not be expelled unless he is given at least 7 days' written notice of the meeting of the HLTC Management Committee at which his expulsion shall be considered and written details of the complaint made against him.
- 7.3. The Member shall be given an opportunity to appear before the HLTC Management Committee to answer complaints made against him. The Member must not be expelled unless at least two-thirds of the HLTC Management Committee then present vote in favour of his expulsion.
- 7.4. The HLTC Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.
- 7.5. The Member may appeal against the HLTC Management Committee's decision by notifying the Parent Club Management Committee for their consideration.

## **8. Effect of Resignation or Expulsion**

Any person ceasing to be a Member forfeits all right to and claim upon the Parent Club and HLTC, its property and its funds and he has no right to the return of any part of his subscription.

## **9. The HLTC Management Committee**

9.1. The HLTC shall be managed by a Management Committee consisting of four Officers:

- (a) the Chairman;
- (b) the Secretary;
- (c) the Treasurer;
- (d) the Welfare Officer;

and

(e) no more than eight other Members elected at an annual general meeting.

The role of Membership Secretary shall be fulfilled by the Parent Club administration department.

- 9.2. The members of the HLTC Management Committee may exercise all of the powers of HLTC for the purposes of the management of HLTC.
- 9.3. Each member of the HLTC Management Committee must satisfy Her Majesty's Revenue and Custom's fit and proper person test to be involved in the general control, management and administration of the HLTC and must declare that he is a fit and proper person prior to being elected.
- 9.4. The HLTC agrees that each member of the HLTC Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the rules and regulations of the relevant CLTA and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the HLTC can enforce any breach at its option and in its sole discretion.
- 9.5. The members of the HLTC Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the HLTC Management Committee specify, any such delegation may authorize further delegation of members' powers. The members of the HLTC Management Committee may revoke any delegation or alter its terms and conditions.
- 9.6. The Secretary shall send to the Members each year a nomination form for the election of officers and members of the HLTC Management Committee in the place of those retiring. Those persons proposed to be nominated as officers or members of the HLTC Management Committee to fill any vacancies that have arisen must declare themselves to be fit and proper persons in accordance with Rule 9.3 and nominated by any two Full Members on the form prescribed by the HLTC Management Committee and must be submitted to the Secretary by such date as the Management Committee shall prescribe each year and must be signed by the nominee and his two nominators. Should there be no nominations for a vacant officer post the members of the HLTC Management Committee may elect one of their number to the position.
- 9.7. Any person nominated as a member of the HLTC Management Committee must be a Full Member. In addition, up to two Junior Members may be nominated.
- 9.8. If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy there shall be an election at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 9.9. The HLTC Management Committee members shall be proposed, seconded and elected by ballot at the annual general meeting. Election to the HLTC Management Committee shall be for three years. One-third, or if their number is not three or a multiple of three, the number nearest to one-third of the members of the HLTC Management Committee appointed under paragraph (e) of Rule 9.1 shall retire annually but shall be eligible for re-election at the next annual general meeting, the members so retiring being those who have been longest in office. As between

those who have served for an equal length of time, the member to retire shall (unless they otherwise agree) be determined by lot.

- 9.10. In addition to the members elected or appointed in accordance with this Rule 9 the HLTC Management Committee may co-opt up to two further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the HLTC Management Committee.
- 9.11. Retiring members of the HLTC Management Committee may be re-elected.
- 9.12. A member of the Management Committee shall be deemed to have vacated office if:
- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (b) a registered medical practitioner who is treating that person gives a written opinion to the HLTC Management Committee stating that that person has become physically or mentally incapable of acting as a member of the HLTC Management Committee and may remain so for more than three months; or
  - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
  - (d) he resigns his office by notice to the HLTC; or
  - (e) he shall without sufficient reason for more than three consecutive meetings of the HLTC Management Committee have been absent without permission of the HLTC Management Committee and the HLTC Management Committee resolves that his office be vacated; or
  - (f) he is suspended from holding office or from taking part in any activity relating to the administration or management of HLTC by a decision of the CLTA or the LTA; or
  - (g) he is requested to resign by not less than two-thirds of the other HLTC Management Committee members acting together.
- 9.13. Any person accepting election or nomination to the HLTC Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to HLTC all such interests. Failure to do so will lead to automatic disqualification from HLTC Management Committee. The HLTC Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of HLTC.

## **10. Proceedings of the HLTC Management Committee**

- 10.1. HLTC Management Committee meetings shall be held as often as the HLTC Management Committee thinks fit provided that there shall not be less than five meetings each year. The quorum for such meetings shall be four members, including one officer. The Chairman and the Secretary shall have discretion to call emergency meetings of the HLTC Management Committee if they consider it to be in the interests of HLTC. The Secretary shall give all the members of the HLTC Management Committee not less than seven days' notice of a meeting.
- 10.2. The Chairman or his nominated deputy shall be the chairman of the HLTC Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the

HLTC Management Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the nominated deputy shall preside. If there is no nominated deputy or if he is unwilling to preside, or if he is not present within five minutes after the time appointed for the meeting, the members of the HLTC Management Committee present may appoint one of their number to be chairman of the meeting.

- 10.3. Decisions of the HLTC 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.
- 10.4. The HLTC Management Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the HLTC Management Committee as the HLTC Management Committee may determine. All sub-committees shall periodically report their proceedings to the HLTC Management Committee and shall conduct their business in accordance with the directions of the HLTC Management Committee.
- 10.5. The HLTC Management Committee shall be responsible for the management of HLTC and shall have the sole right of appointing and determining the terms and conditions of service of employees of the HLTC. The HLTC Management Committee shall have power to enter into contracts for the purposes of HLTC on behalf of all the Members.
- 10.6. The Trustees of the Parent Club shall act as Trustees of HLTC and shall be appointed and bound by the rules and constitution of the Parent Club.
- 10.7. All property of HLTC including land and investments shall be held by the Parent Club.
- 10.8. Every member of the HLTC Management Committee, employee or agent of the Club shall be indemnified by HLTC (through an appropriate insurance policy) and the HLTC Management Committee shall pay all costs, losses and expenses which any such member of the HLTC Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the HLTC Management Committee, employee or agent in accordance with the instructions of the HLTC Management Committee or of a general meeting of HLTC or otherwise in the discharge of his duties. The HLTC Management Committee may give to any member of the HLTC Management Committee, employee or agent of HLTC who has incurred or may be about to incur any liability at the request of or for the benefit of HLTC such security by way of indemnity as may seem expedient.

## **11. Annual general meeting**

- 11.1. The annual general meeting of HLTC shall be held on or around the third Thursday in November each year to transact the following business:
  - (a) to receive the Chairman's report of the activities of HLTC during the previous year;
  - (b) to receive and consider the accounts of HLTC for the previous year, and the Treasurer's report as to the financial position of HLTC;
  - (c) to elect the Officers and other members of the HLTC Management Committee;



(d) to decide on any resolution which may be duly submitted in accordance with Rule 11.2 below;

(e) to deal with any other matters which the HLTC Management Committee desires to bring before the membership.

11.2. Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 14 days before the meeting.

11.3. No period greater than fifteen months shall elapse between one annual general meeting and the next.

## **12. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the HLTC Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than 10 Full Members stating the purposes for which the meeting is required and the resolutions proposed.

## **13. Procedures at the annual and extraordinary general meetings**

13.1. The Secretary shall send to each Full Member at his last known address written notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

13.2. The quorum for the annual and extraordinary general meetings shall be 10 Full Members. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

13.3. The Chairman or his nominated deputy shall preside at all meetings of HLTC but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present (and entitled to vote) may choose one of the other members of the HLTC Management Committee present to preside and if no other member of the HLTC Management Committee is present or willing to preside the Members present (and entitled to vote) may choose one of their number to be chairman of the meeting.

13.4. If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the HLTC Management Committee. The chairman must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the HLTC Management Committee must give at least 7 days notice to the persons to whom notice of the HLTC Management Committee's meetings is required to be given in accordance with rule 13.1. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.

- 13.5. Members of the HLTC Management Committee may attend and speak at annual or extraordinary general meetings. The chairman of the meeting may permit persons who are not Full Members to attend and speak at a meeting.
- 13.6. Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 13.7. No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.
- 13.8. The Secretary, or in his absence a member of the HLTC Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.9. There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

#### **14. Visitors**

- 14.1. Any Member may introduce visitors to the Pavilion and Bar in accordance with the rules set down by the Parent Club Management Committee.
- 14.2. Any player, coach, other team representative, match official or spectator attending the Parent Club's premises (by invitation of HLTC) who is not a Member shall be a guest of the HLTC Management Committee, provided that no one whose application for membership has been declined or who has been expelled from HLTC may be introduced as a guest.
- 14.3. Non-members are welcome to play at HLTC on a 'Pay and Play' basis, subject to court availability.
- 14.4. HLTC Members may invite the same visitor to use the courts on a maximum of three occasions in any membership year. There is no limit to the number of visitors a HLTC Member may invite over the course of a year.
- 14.5. Visitors' fees shall be fixed by the HLTC Committee and should be paid in advance to the Club office or bar.
- 14.6. No visitor is permitted to play on the grass courts, without the permission of an HLTC Management Committee member or the Head Coach.

#### **15. Opening of premises**

The Pavilion and Bar are open at such other times or for such other periods as the Parent Club Management Committee shall decide. The Parent Club's facilities shall be available to the Members without discrimination.

## **16. Alteration of the rules**

These Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

## **17. Regulations and Standing Orders**

The HLTC Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of HLTC provided that they shall not prejudice the HLTC's status as a Community Amateur Sports Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the HLTC Management Committee.

## **18. Use of Facilities**

- 18.1. The HLTC agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of HLTC will be required, as a condition of such use, to agree to be bound by and subject to these rules, the rules and regulations of the relevant CLTA, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the CLTA can enforce any breach at its option and in its sole discretion.
- 18.2. Use of the tennis courts shall be subject to any restrictions which may be imposed by either the groundsman or the HLTC Management Committee.
- 18.3. Only the Head Coach, and those contracted to him, may use the courts for remuneration unless the HLTC Management Committee decides otherwise.
- 18.4. Players shall provide their own racquets and tennis balls except when balls are provided at tournaments, for league match-play and for some coaching sessions.
- 18.5. Players shall wear recognised sports clothing and non-marking sports shoes to protect the courts from wear and damage.
- 18.6. Full Members may use the grass courts from 11.00 until dusk (Off Peak Members from 11.00 until 17.30) from the statutory Mayday holiday to 1st September, or between such dates and times as the HLTC Management Committee or groundsman may decide. Juniors may use the grass courts only if their name is on the approved list decided by the coach. This list will be posted each year on the entrance to the grass courts. No junior visitors are allowed on the grass courts. Adult visitors must be accompanied by an Adult Member.
- 18.7. Whenever possible, play at a designated HLTC session will be organised by a HLTC Management Committee member or Team Captain. If a HLTC Management Committee member or Team Captain is not present players will arrange their own games.
- 18.8. After 13.00 on Saturday, and on any other day, Inter-Club matches shall take priority over HLTC social play. Matches which are part of the Annual Club Tournament shall also have priority over other HLTC social play when all available courts are in use. Inter-Club matches shall be played on the hard courts but may be played on grass at the discretion of an HLTC Management Committee member or the coach. Two grass courts must be available for general play. Booking of grass courts for HLTC matches is not allowed, nor do they have priority on these courts.

- 18.9. Subject to the above Junior Members shall have priority in the use of the hard courts on Saturday mornings between 09.00 and 12.00 and Sunday mornings between 11.00 and 13.00. Juniors may also use the hard courts at any other time, providing there are no Adult Members waiting to play. Men have court priority on Monday evenings, Ladies on Tuesday evenings and Social on Wednesday evenings and Saturday afternoons.
- 18.10. The priorities described in rules 18.8 and 18.9 may be over-ruled by the coach, or a Team Captain, after negotiation with the relevant parties.
- 18.11. For organised HLTC sessions and league match-play, the playing ability of any interested Member will be considered by either the HLTC coach or the relevant team captain before they become eligible to play at the relevant level.
- 18.12. Match players shall be expected to meet their own expenses to away matches and shall be required to pay a match fees for all home/away matches. The match fees shall be fixed by the HLTC Management Committee.
- 18.13. One court will be available at all times before 19.00 for coaching and at other times agreed by the HLTC Management Committee.

## **19. Finance**

- 19.1. All monies payable to HLTC shall be received by the person authorised by the Parent Club Management Committee to receive such monies and shall be deposited in a bank account in the name of the Parent Club or HLTC. No sum shall be drawn from that account except by cheque or other order signed by the signatories authorised by the Parent Club or the HLTC Management Committee.
- 19.2. The Parent Club Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the HLTC Management Committee, Member or employee of HLTC and to any other person or persons for services rendered to HLTC. The remuneration of a member of the HLTC Management Committee, Member or employee of HLTC or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.
- 19.3. The Parent Club may pay any reasonable expenses that members of the HLTC Management Committee properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to HLTC.
- 19.4. The financial transactions of HLTC shall be recorded in such manner as the HLTC Management Committee thinks fit by the Treasurer.
- 19.5. Full accounts of the financial affairs of the HLTC shall be prepared each year.

## **20. Borrowing**

- 20.1. The Parent Club Management Committee may borrow monies on behalf of HLTC for the purposes of HLTC from time to time at its own discretion.

- 20.2. The HLTC Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 20.3. The Trustees shall, at the discretion of the Parent Club Management Committee, make such dispositions of the Parent Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Parent Club Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

## **21. Property**

- 21.1. The property of HLTC, other than cash at the bank, shall be vested in the Trustees of the Parent Club.

## **22. Notices**

- 22.1. HLTC can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to HLTC or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 22.2. If any notice or other information is left by HLTC at the intended recipient's usual address, it is treated as being received on the day it was left.
- 22.3. If any notice or other information is sent by HLTC by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- 22.4. If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

## **23. Dissolution**

- 23.1. A resolution to dissolve HLTC shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
- 23.2. The dissolution shall take effect from the date of the resolution and the members of the Parent Club Management Committee shall be responsible for the winding-up of the assets and liabilities of HLTC.