



TENNIS DUMFRIES AND GALLOWAY

## RULES AND CONSTITUTION

Updated & Approved at Tennis Dumfries & Galloway AGM on 20th November 2012

### 1 Name

The association shall be known as Tennis Dumfries and Galloway.

### 2 Definitions

2.1 The President means the person elected to be President of Tennis Dumfries & Galloway in accordance with Rule 8.

The Clubs means tennis clubs in accordance with Rule 4.

The District means the District of Dumfries & Galloway.

The Game means the game of tennis.

Tennis Scotland means the governing body of Tennis in Scotland at 177 Colinton Road, Edinburgh, EH14 1BZ.

The Committee means the body elected by Tennis Dumfries & Galloway to manage Tennis Dumfries & Galloway.

Members means the tennis clubs of Tennis Dumfries & Galloway admitted from time to time to membership of the Association in accordance with Rule 4.

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

"[LTA]" means [LTA CLG] and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time

"Member" means a member of the [club/registered place to play];

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

- 2.2 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

#### 3.1 The objects of Tennis Dumfries & Galloway are:

- a) to act as the governing body for the Game within the District and to promote, improve, develop and support the interests of the Game ensuring that tennis is available to all;
- b) to affiliate to Tennis Scotland and to comply with and uphold their Rules and Regulations and the rules and regulations of anybody to which Tennis Scotland is affiliated;
- c) to affiliate (along with Tennis Ayrshire and Tennis Borders) to South of Scotland Tennis for the purpose of providing junior, senior, Over 35's and Vets players selected for LTA/Tennis Scotland inter-county competitions; and to provide representative (s) to the County committee.
- d) subject to the Rules of Tennis Scotland, to make, amend and revoke rules and regulations for the control and governance of the Game in the District and for the disciplining of players, officials, coaches and others involved within the Game, and to uphold these Rules;
- e) to accept all duties and powers delegated to it by Tennis Scotland and to appoint a representative for the District to Tennis Scotland to express the views of the District at meetings of Tennis Scotland;
- f) to promote, arrange and regulate inter District matches, District championships, tournaments, inter-club and District competitions and junior activities including training and to select teams for inter-District matches and competitions and to provide for all or any such matters and things as may be considered necessary for or ancillary to such promotion, arrangement and regulation, including for the comfort, conduct, conveyance, convenience or benefit of players and of the public, and of any other persons concerned or engaged in such competitions or matches;
- g) to decide doubtful and disputed matters arising in connection with tennis in the District and to provide by regulation, bye-law or otherwise, to settle all differences that may arise in the District between associations, clubs, competitions, players or any persons who are members of or who are employed or engaged by any such association, competition or club, or any other person to ensure compliance with the laws of the Game, as from time to time prescribed by Tennis Scotland or by the regulations, or bye-laws of the Association whether the Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as shall be thought proper;

- h) to promote the teaching of the Game and the development of tennis in the District and in particular the development of junior tennis in the District and to promote, encourage and support coach education, the function of referees and umpires and the training of coaches, teachers, referees and umpires;
- i) to promote mini tennis for primary age children in the District as a feeder route for juniors to enter clubs; and that by appointing a sub committee, membership of which is open to all clubs having an interest in the promotion of mini tennis, to meet at least once per year to review and develop mini tennis and to nominate a Convenor whose appointment is subject to ratification at the Tennis Dumfries & Galloway's AGM, with power to such committee to maintain its own Bank account under the name "Dumfries & Galloway Mini Tennis" any funds therein to be subject to the provisions of rules 15.2, 15.4 and 15.5.
- j) to advance and safeguard the interests of the players of the Game at all levels within the District and to do anything to further the tennis career of any person or persons of any age ordinarily resident in the District;
- k) to do all such things as the Committee thinks fit to further the interests of Tennis Dumfries & Galloway or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.
- l) Tennis Dumfries & Galloway agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of [the club/registered place to play] will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that:
  - (i) the agreement confers a benefit upon [the LTA];
  - (ii) the agreement creates third party rights in [the LTA]'s favour;
  - (iii) both or one of [the LTA] and/or Tennis Dumfries & Galloway can enforce any breach at its/their option and in its/their sole discretion;
  - (iv) the agreement may not be varied, amended or revoked without the prior written consent of [the LTA]<sup>1</sup>;
  - (v) the identity of each person to whom such agreement relates shall be notified to [the LTA] by the [club / registered place to play] in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

<sup>1</sup> This means that each club/registered place to play is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.

## 4 Membership

- 4.1 The following shall be eligible to become Members: Clubs within the District approved by Tennis Dumfries & Galloway.
- 4.2 Any new Club who wishes to become a Member must submit an application to the Committee with:-
- a) a copy of their Club's Constitution
  - b) evidence that the principal office bearers of the club (the Chairperson/President, and the Secretary and Treasurer are over the age of 18 years and
  - c) documentary evidence of ownership/lease of tennis court(s)

and must enter a written Agreement with Tennis Dumfries & Galloway stating the date when they became an affiliated member. Fees payable to Tennis Scotland will be due by the end of February and for Tennis Dumfries & Galloway they will be due by the end of June in the year following admission to membership. The above is only relevant to new clubs or clubs who have previously resigned their membership, all existing members are not required to produce the above documents at this time but the committee reserve the right to ask for them in the future, providing they give the clubs a suitable period to produce them.

- 4.3 A Member may withdraw from membership of Tennis Dumfries & Galloway on giving six months clear notice to Tennis Dumfries & Galloway. Membership shall cease immediately on dissolution of a club or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

## 5 Conditions of membership

- 5.1 Each member agrees as a condition of membership:
- a) to be bound by and subject to these rules (as in force from time to time)<sup>2</sup>;
  - b) to be bound by and subject to the Rules and the Disciplinary Code<sup>3</sup>.

<sup>2</sup> This means that each member of the [club/registered place to play] agrees to be bound by the rules of the [club/registered place to play].

<sup>3</sup> This means that each member of the [club/registered place to play] agrees to be bound by the LTA's Rules and Disciplinary Code.

- 5.2 Rule [5(1)] confers a benefit on [the LTA] and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by [the LTA] at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of rule [2(1)] without the prior written consent of [the LTA]. The identity of each member shall be notified to [the LTA] by Tennis Dumfries & Galloway in accordance with the LTA's directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule [5(1)], should be enforceable by any person who is not a party to this agreement.
- 5.3 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

## **6 Tennis Dumfries & Galloway and Tennis Scotland Subscriptions**

- 6.1 The annual subscription shall be determined at the Annual General Meeting held each year.
- 6.2 Members shall pay any subscription or affiliation fees set by the Committee and Tennis Scotland. Any Member whose subscription or affiliation fee is more than two years in arrears shall be deemed to have resigned its membership of Tennis Dumfries & Galloway.

## **7 Discipline**

- 7.1 Tennis Dumfries & Galloway shall have power to expel a Member when, in its opinion, it would not be in the interests of Tennis Dumfries & Galloway for the club to remain a Member.
- 7.2 A Member club shall not be expelled unless the club is given 14 days' written notice to attend a meeting of the Committee and written details of the complaint made against it.
- 7.3 The Member club shall be given an opportunity to appear before the Committee to answer complaints made against it and must not be expelled unless at least two thirds of the Committee then present vote in favour of its expulsion.

- 7.4 Tennis Dumfries & Galloway shall have the power to bring sanctions against a Member Club, when that Member has been found to be in breach of the rules of competition either at District or National level.
- 7.5 The Member Club shall be given 7 days' written notice to attend a meeting of the Emergency Committee and written details of the breach.
- 7.6 The Emergency Committee shall consider the facts and have the power to take any action considered necessary.

## 8 The Committee

- 8.1 The Association shall be managed by a Committee comprising of a President, Secretary, Treasurer, League Secretary and a representative to Tennis Scotland. Members of the Committee shall be proposed, seconded and elected by ballot at the annual general meeting.
- 8.2 The day to day administration of Tennis Dumfries & Galloway shall be carried out by an Executive Committee consisting of:
- the President;  
the Secretary and/or League Secretary and  
the Treasurer, who will report to the Full Committee.
- 8.3 An Emergency Committee, comprising the President, Secretary, Treasurer and League Secretary with power to co opt additional member(s) to ensure a quorum for each meeting of 4, will decide matters of discipline and other matters deemed necessary by the Executive Committee.
- 8.4 Retiring members of the General Committee may be re-elected.
- 8.5 A member of the Committee shall be deemed to have vacated office if he becomes bankrupt, makes any arrangement or composition with his creditors generally; or resigns office by notice to Tennis Dumfries & Galloway; or he is suspended from holding office or from taking part in any activity relating to the administration or management of Tennis Dumfries & Galloway by a decision of Tennis Scotland; or he is requested to resign by all the other Committee members acting together.

## 9 Proceedings of the Committee

- 9.1 Committee meetings shall be held as often as they think fit provided that there shall not be less than two meetings each year including the AGM. The quorum for such meetings shall be four affiliated clubs. The President and the Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Association. The Secretary shall give all the members of the Committee not less than 14 days' notice of a meeting.
- 9.2 The President shall be the chairperson of such Committee meetings.
- 9.3 Decisions of the Committee shall be made by a simple majority and in the event of of votes the President or acting chairperson of that meeting shall have a casting or additional vote.
- 9.4 The 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 Committee as they may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.
- 9.5 The Executive Committee shall be responsible for the management of the Association and shall have the sole right of appointing and determining the terms and conditions of service of employees of Tennis Dumfries & Galloway. Such Committee shall have power to enter into contracts for the purposes of the Association on behalf of all the Members.
- 9.6 Every member of the Committee shall be indemnified by Tennis Dumfries & Galloway for all reasonable costs, losses and expenses incurred or for which he may liable by reason of any contract entered into or act or thing done by him in good faith as such member of committee in the discharge of his duties.
- 9.7 Any member of a Committee may participate in a meeting of a Committee by way of video conferencing or conference telephone or similar equipment, which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group, where the chairperson of the meeting is.



- 9.8 Tennis Dumfries & Galloway agrees that each member of the 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 the Disciplinary Code, such agreement to contain an express acknowledgement that:
- (i) the agreement confers a benefit upon [the LTA];
  - (ii) the agreement creates third party rights in [the LTA]'s favour;
  - (iii) both or one of [the LTA] and/or Tennis Dumfries & Galloway can enforce any breach at its/their option and in its/their sole discretion<sup>4</sup>;
  - (iv) the agreement may not be varied, amended or revoked without the prior written consent of [the LTA]; and
  - (v) the identity of each member of the Management Committee shall be notified to [the LTA] by Tennis Dumfries & Galloway in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

## 10 Annual general meeting

- 10.1 The annual general meeting of Tennis Dumfries & Galloway should take place in November of each year to transact the following business:

to receive the President's report of the activities of Tennis Dumfries & Galloway during the previous year;

to receive and consider the accounts of Tennis Dumfries & Galloway for the previous year, the auditor's report on the accounts and the Treasurers report as to the financial position of Tennis Dumfries & Galloway and to fix the subscription rate for the following year;

to remove or elect an auditor or confirm that he remain in office;

to elect the members of the Committee;

to decide on any resolution which may be duly submitted in accordance with Rule 10.2 below;

to deal with any special matters which the Committee desires to bring before the membership.

<sup>4</sup> This means that the members of the club's/registered place to play's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.



- 10.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Secretary not less than 21 days before the meeting.

## **11 Extraordinary general meetings**

- 11.1 An extraordinary general meeting may be called at any time and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than five affiliated Member clubs stating the purposes for which the meeting is required and the resolutions proposed.

## **12 Procedures at the annual and extraordinary general meetings**

- 12.1 The Secretary shall send to each Member by e-mail a written notice of the date of the general meeting together with the resolutions to be proposed thereat at least 14 days before the meeting.
- 12.2 The quorum for the annual and extraordinary general meetings shall be four affiliated member clubs.
- 12.3 The President whom failing the Secretary shall preside at such meetings of Tennis Dumfries & Galloway.
- 12.4 Each affiliated member club present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the chairperson of the meeting shall have a casting or additional vote.
- 12.5 The Secretary, or in his absence a member of the Committee shall take minutes at annual and extraordinary general meetings.
- 12.6 There shall be no right for a member to vote by proxy. No person may represent more than one Member.

## **13 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 entitled to vote] at the general meeting, the notice of which contained particulars of the proposed alteration or addition.

## **14 Regulations, Bye-laws and Standing Orders**

- 14.1 The Committee shall have power to make, repeal and amend such regulations, bye-laws and standing orders as it may from time to time consider necessary for the well being of Tennis Dumfries & Galloway. Such regulations, bye-laws and standing orders and any, repeals or amendments to them shall have effect until set aside by the Committee.

## **15 Finance**

- 15.1 All money payable to Tennis Dumfries & Galloway shall be received by the person authorised by the Committee to receive such money and shall be deposited in a bank account in the name of Tennis Dumfries & Galloway. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be the President, Secretary and Treasurer. Any money not required for immediate use may be invested as the Committee in its discretion thinks fit.
- 15.2 Subject to Rule 17.3, the income and property of Tennis Dumfries & Galloway shall be applied only in furtherance of the objects of Tennis Dumfries & Galloway and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 15.3 The Executive Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of Tennis Dumfries & Galloway and to any other person or persons for services rendered to Tennis Dumfries & Galloway.
- 15.4 The financial transactions of Tennis Dumfries & Galloway shall be recorded in such manner as the committee thinks fits by the Treasurer. The financial year end of Tennis Dumfries & Galloway shall be 30<sup>th</sup> September in each year.
- 15.5 Full accounts of the financial affairs of Tennis Dumfries & Galloway shall be prepared each year. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

## **16 Property**

- 16.1 The property of Tennis Dumfries & Galloway other than cash at the bank shall be vested in the Committee. They shall deal with the property and entry in the minute book shall be conclusive evidence of such a resolution.

## 17 Dissolution

- 17.1 A resolution to dissolve Tennis Dumfries & Galloway shall only be proposed at an extraordinary general meeting and shall only be passed if carried by a majority of at least three quarters of the Members present.
- 17.2 The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities Tennis Dumfries & Galloway.
- 17.3 Any property remaining after the discharge of the debts and liabilities of Tennis Dumfries & Galloway shall be paid to or distributed among the Members equally.