



# Constitution of Mitchelstown Lawn Tennis Club

## **1. Name**

The Club shall be known as Mitchelstown Lawn Tennis Club.

## **2. Main Object**

The main object of the Club shall be the encouragement, promotion, advancement, and organisation of Tennis and related sporting activities for the benefit of the community of Mitchelstown and surrounding areas

## **3. Ethics and Good Practice**

3.1. Mitchelstown Tennis Club is fully committed to safeguarding the well-being of its members. Every individual in the club should at all times show respect and understanding for their rights, safety and welfare, and conduct themselves in a way that reflects the principles of the club and the guidelines contained in the Code of Ethics and Good Practice for Children's Sport.

3.2 The Club is fully committed to:

3.2.1 Respecting and welcoming the involvement in our activities, in any way, of all people who live locally.

3.2.2 Being fair to all, and encouraging the participation of individuals and groups of people who have tended not to take part in community activities and decision-making in the past.

3.2.3 Acting as a resource for the whole community and foster and supporting the development of new groups in our area.

3.2.4 Co-operating with other organizations working for the good of our Community, especially with those which share our commitment to community inclusion.

3.3 It is the policy of the committee to ensure as far as is reasonably practicable the safety, health and welfare of all Club members. To achieve this the Committee will ensure that a safety statement is in place where all members of the club will be familiar with the safety rules and procedures currently in force and those devised and implemented in the future.

## **4. Powers**

The Club shall have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

4.1 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of and to develop and deal with all or any part of the property of the Body.

4.2 To borrow and raise money in such manner as may be considered expedient, and for the purpose of securing any debt or other obligation of the Body to mortgage or charge all or any part of the property of the Body, present or future.

4.3 To open one or more bank accounts and to draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debenture and other negotiable or transferable instruments.

## **5. Committees**

5.1. The Business affairs of the Club shall be controlled and managed by a Committee consisting of:

- Chairperson
- Vice Chairperson
- Hon. Secretary
- Hon. Treasurer
- Captain
- Vice Captain
- Female Juvenile Tennis Officer
- Male Juvenile Tennis Officer
- Designated Liaison Person
- Public Relations Officer

5.2. The President of the Club shall be an ex officio member of the Committee with no executive powers. This person shall not hold any other Committee position in that year and shall be elected at the Annual General Meeting, for a maximum consecutive term of three (3) years. The President shall preside at formal club occasions and shall represent the club as requested by the committee.

5.3. Members of the Committee hold executive powers. They shall not hold any other Committee position in that year and shall be elected at the Annual General Meeting. The position of Chairperson, Vice Chairperson, Honorary Secretary and Honorary Treasurer may not be held by the same person for more than three (3) consecutive years. The outgoing committee shall nominate three (3) of its Committee members to serve on the incoming committee.

5.4. Nomination forms for membership of the Committee must be made available on the same date as the notice of the Annual General Meeting. Completed nominations must be submitted to the Hon. Secretary at least 1 week prior to the Annual General Meeting (email to club email address shall suffice). The person being nominated

must accept their nomination in writing (email to club email address shall suffice), the nomination must be seconded by a member, and the person nominated must be eligible for membership renewal for the following year.

5.5. The Committee shall meet as often as the business of the Club shall require.

Meetings shall take place on dates to be fixed at a previous Committee meeting. Any Committee member missing four consecutive meetings without submitting an apology will be deemed no longer a member of the Committee.

5.6. At the meeting of the committee 6 shall form a quorum.

5.7. The Committee shall have power to:

- a) Make by-laws.
- b) Appoint sub-committees, and officers for special duties with powers to be defined at the time of their appointment.
- c) Fill any vacancies which may occur in the Committee during the year.

5.8. The Committee shall have the power to borrow and to charge/mortgage the assets of the Club in conjunction only and provided that the said borrowings and charging of the assets are effected following the passing of a resolution by the Club at a General Meeting.

5.9. The Hon. Secretary shall be responsible for the Club's correspondence, take minutes of proceedings, prepare a report of the Club's activities for the year for the A.G.M and discharge such duties as the Committee may direct.

5.10. The Hon. Treasurer shall:

- a) Receive all monies due to the Club and shall pay such sums as may be ordered by the Committee. Shall keep accounts of all such receipts and payments and render such statements to the committee as they may require.
- b) Prepare accounts of all financial transactions undertaken within the club for the A.G.M.
- c) The funds of the Club shall be deposited in a Bank, or Credit Union or other financial institution and shall be dealt with by cheque signed by the Treasurer and Chairperson or Secretary. Monies must not be expended without the sanction of the Committee save in the case of petty cash expenses.

5.11. The Chairperson shall preside at all meetings of the Committee and at the Annual and Extraordinary General meetings. In the event of his/her absence, his/her place may be taken by a member elected by the meeting.

5.12. The Chairperson shall be ex officio member of all Sub-committees.

5.13. Any person seeking to join the Club shall submit a membership application form to the Executive Committee.

## **6. Members**

6.1 Membership shall be admitted by the Executive Committee. Membership is open to all and no application for membership will be refused on other than reasonable grounds.

6.2 The Club shall offer eight types of membership. These shall consist of the following:

- Adult Membership
  - An Adult aged 18 and over on 1st January.
- Associate Adult Membership
  - An Adult with equivalent membership of another Tennis Club affiliated to Tennis Ireland. Proof will be required.
- Family Membership
  - At least one Adult with children aged less than 18 years on 1st January.
- Associate Family Membership
  - A “Family” with equivalent membership of another Tennis Club affiliated to Tennis Ireland. Proof will be required.
- Student Membership
  - Adults aged 18 and over on 1st January and in full-time education.
- Junior Membership
  - A person aged less than 18 on 1st January.
- OAP/Unemployed Membership
  - An Adult aged 65 and over on 1<sup>st</sup>

6.3 The Committee shall decide on membership rates annually at a Committee Meeting.

6.4 Any member resigning from or otherwise leaving the Club must return any

property belonging to the Club which he/she may have in their possession or have been responsible for in any office which they may have held.

6.5 The Club shall offer a “Pay for Play” service whereby non-club members can avail of club facilities for a nominal fee.

6.6 The Club shall engage with the local and wider community to encourage use of the club facilities by non-commercial organisations across sectors such as Education, Charitable, Community Support & Welfare, and other suitable organisations as approved by the Committee. Such engagements will be formalised using a signed and documented License Agreement, which sets out terms and conditions of non-standard membership for a defined term for a nominal fee.

6.7 Separate documentation detailing club rules and policies must be adhered to by members. A copy of this documentation shall be available to each member. Committee decisions in relation to interpretation of these rules and policies by a member shall be final and binding. Persistent breaches of club rules and policies may result in sanctions against the persons involved.

## **7. Winding Up**

7.1. The Trustees in the event of it being necessary are responsible for the winding up of the business affairs of the Club.

7.2. If upon the winding up or dissolution of the Club there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Club. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Club. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Club under or by virtue of the Income and Property clause hereof. Members of the Club shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets

transferred along with the details of the recipients and the terms of the transfer.

## **8. General Meetings**

- 8.1. There shall be an A.G.M each year for the purpose of receiving reports of the officers and sub-committees and for the election of the Committee for the ensuing year.
- 8.2. At least three weeks' notice of the date of the A.G.M shall be given to all members.
- 8.3. Only paid up members shall be entitled to vote and have the right to nominate members for any office.
- 8.4. An Extraordinary General Meeting of the Club may be called by the Committee whenever they consider it necessary. An Extraordinary General Meeting may also be called upon the presentation of a requisition signed by not less than 15 members. Two weeks' notice, plus the agenda for the Extraordinary General Meeting shall be given to all members.
- 8.5. The Chairperson at any meeting having cast his/her own vote shall have a casting vote in the event of a tie.
- 8.6. All votes shall be decided by a simple majority vote.
- 8.7. Minutes shall be kept by the Hon. Secretary and the minutes of the previous meeting shall be read, and signed by the Chairperson at the next General, Extraordinary or Committee meeting.
- 8.8. No alteration shall be made to this constitution unless two-thirds of the members present at a General Meeting support the alteration.

## **9. Trustees**

- 9.1 The property of the Club shall be vested in and held by the Trustees for the time being of the Club upon trust for the Club as beneficial owner, who shall not be more than 5 or less than 3, who shall deal with such property as directed by Resolution of the Committee being the Chairperson and other officers controlling the management and business affairs of the Club.
- 9.2 The Trustees shall, at the request of the Committee and at the cost of the Club as

beneficial owner, transfer or convey the trust property to such persons, at such time and in such manner as the Committee shall direct.

9.3 At the request of the Committee arising out of a Resolution passed at a General Meeting, the Trustees may borrow funds and charge the assets of the Club as security for the said borrowings.

9.4 The Trustees shall be indemnified against all liability and expenses incurred by them, by reason of their position as Trustees, except in so far as the liability and expenses incurred are as a result of the willful or deliberate acts of the Trustees, not being in the interests of the Club and/or its members.

9.5 Each Trustee shall be entitled to attend at any meeting of the said Committee in his or her capacity as a Trustee but in such capacity shall not have any voting rights.

9.6 A Trustee shall remain in office until the appointment is revoked by a Resolution at General Meeting of the Club or until the Trustee resigns or ceases to be a member of the Club.

9.7 Any vacancy or vacancies occurring in the number of Trustees shall be filled by a member or members nominated by the Committee of Management and approved by a resolution at a General Meeting of the Club.

9.8 If, for any reason, the Committee should cease to function or resign en bloc, the management of the Club shall be assumed by the Trustees who will act until such time as the new Committee is elected at a Special General Meeting convened by the Trustees for that purpose.

## **10. Accounts**

Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

## **11. Income and Property**

The income and property of the Club shall be applied solely towards the promotion of the main object(s) as set forth in this Constitution. No portion of the Club's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Club. No officer shall be



appointed to any office of the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club. However, nothing shall prevent any payment in good faith by the Club of reasonable and proper remuneration to any member or servant of the Club (not being an officer) for any services rendered to the Club;

11.1 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by an officer or other members of the Club to the Club;

11.2 reasonable and proper rent for premises demised and let by any member of the Club (including any officer) to the Club;

11.3 reasonable and proper out-of-pocket expenses incurred by any officer in connection with their attendance to any matter affecting the Club;

11.4 fees, remuneration or other benefit in money or money's worth to any Company of which an officer may be a member holding not more than one hundredth part of the issued capital of such Company;

## **12. Additions, Alterations or Amendments**

No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.