

# Hatton Sports Club

## Constitution and Rules

### 1. Name

The Club, established in 1937, is called Hatton Sports Club ("the Club").

### 2. Objects

The objects of the Club are:

- (a) to provide tennis, padel tennis, squash and racketball facilities as well as social and other activities
- (b) to provide and maintain Club premises at Burnwynd, Kirknewton
- (c) to promote, improve, develop and support the interests of tennis, padel tennis, squash and racketball and generally to encourage and facilitate the playing of these four games
- (d) if taking up membership of the East of Scotland Lawn Tennis Association (ESLTA) (and by doing so becoming registered as an associate of the LTA), to comply with and uphold the rules and regulations of the ESLTA 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
- (e) if taking up membership of Scottish Squash Ltd (SSL), to comply with and uphold the rules and regulations of the SSL as amended from time to time
- (f) if taking up membership of the Scottish Padel Federation (SPF), to comply with and uphold the rules and regulations of the SPF as amended from time to time
- (g) to acquire, establish, own, operate and turn to account in any way for the Members' benefit the tennis, padel tennis and squash court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable

### 3. Membership

#### 3.1 *Eligibility for membership*

All persons are eligible for Adult Playing Membership or Adult Non-Playing Membership of the Club provided they are at least 18 years old.

Persons below the age of 18 may join as Under 18 Members without the right to hold office or vote at General Meetings.

No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion or political or other beliefs.

#### 3.2 *Admission of Members*

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide.

### 3.3 *Conditions of membership*

Each Member agrees as a condition of membership:

- (a) to be bound by and subject to the Rules of the Club, and
- (b) subject to Section 2 (d), (for tennis-playing Members) to be bound by and subject to the rules and regulations of the ESLTA (as in force from time to time); and to be bound by and subject to the LTA rules and the LTA disciplinary code and
- (c) subject to Section 2 (e), (for squash- and racketball-playing Members) to be bound by and subject to the rules and regulations of SSL
- (d) subject to Section 2 (f), (for padel-tennis-playing Members) to be bound by and subject to the rules and regulations of the SPF

The Management Committee may, subject to Section 4, 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 Section.

### 3.4 *Classes of membership*

There shall be four classes of membership of the Club:

Adult Playing Membership shall entitle the holder to use all the general facilities provided by the Club as well as the playing facilities covered by the subscription paid.

Adult Non-Playing Membership shall entitle the holder to use all the general facilities provided by the Club, but not the playing facilities.

Under 18 Membership shall entitle the holder to the same benefits as Adult Playing Membership insofar as these may legitimately be made available to any person under the age of 18 years.

Honorary Membership, for life or any lesser period, may be awarded by any General Meeting of the Club and shall entitle the holder to use all the Club's facilities.

Only Adult Playing and Honorary Members of the Club shall be entitled to receive notice of, attend and vote at General Meetings and to be elected as Officers of the Club or as Committee Members. There is one exception to this rule; one under 18 Member aged 16 or over may be elected to serve on the Management Committee.

Under 18 Members of the Club do not become adult Members on reaching the age of 18, but only when they pay an adult subscription.

### 3.5 *Subscriptions*

The annual subscription for each type of Member shall be determined at the Annual General Meeting. Subscriptions may take account of age, of other people in the same household who are Members, of whether the Member is a student or unemployed, and of which game or games are to be played.

No candidate who has applied for membership shall be entitled to the privileges of membership until they have paid their subscription or an agreed instalment towards it.

Any Member whose subscription is more than two months in arrears may be deemed to have resigned their membership of the Club.

#### **4. Expulsion**

Subject to the remaining provisions of this Section, the Management Committee shall have power to refuse membership or expel a Member if it in its sole discretion determines that it would be in the interests of the Club to do so. This applies in particular if a Member fails to comply or to continue to comply with any condition of membership set out in Section 3.3.

A Member shall not be expelled unless they are given 14 days' written notice of the meeting of the Management Committee at which their expulsion shall be considered, and written details of the complaint made against them.

The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against them. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of their expulsion.

The Management Committee may exclude the Member from the Club's premises until the meeting considering their expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making their representations.

The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's Members at an Extraordinary General Meeting and decide by a majority vote of Members present and voting at such Meeting.

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

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

However, the Management Committee may refund part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

#### **6. The Management Committee**

The Club shall be managed by a Management Committee consisting of:

- (a) the President
- (b) the Secretary
- (c) the Treasurer and
- (d) at least three other Members of the Club

All members of the Management Committee must be an Adult Playing or Honorary Member of the Club with the exception that one member may be an under 18 Member aged 16 or over.

The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

The Club agrees that each member of the Management Committee (including those who are not tennis members) will be required, as a condition of election or appointment to agree to be bound by and subject to the Constitution and Rules, and also, subject to 2 (d), the rules and regulations of the ESLTA 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 Club can enforce any breach at its option and in its sole discretion.

The members of the Management Committee may delegate any of the powers that are conferred on them by the Constitution and 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 Management Committee specify, any such delegation may authorise further delegation of Members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.

The Management Committee shall decide in its discretion how Members may be nominated to be members of the Management Committee and shall notify the Members accordingly.

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.

The Management Committee shall be elected at the Annual General Meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the Annual General Meeting following their re-election or election (as the case may be).

In addition to the members elected or appointed in accordance with this Section 6, the Management Committee may co-opt further Members who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.

The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next Annual General Meeting when that person shall retire but shall be eligible for re-election.

A member of the Management Committee shall be deemed to have vacated office if:

a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or

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

they resign their office by notice to the Club; or

subject to 2 (d), they are suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the ESLTA or the LTA; or

they are requested to resign by not less than two-thirds of the other Management Committee members acting together.

## **7. Duties and Proceedings of the Management Committee**

The Management Committee shall be responsible for the day-to-day management of the Club during the year it is in office. Its duties include – but are not limited to – such matters as attracting and inducting new Members; control of finances (including obtaining subscriptions); the care and maintenance of the clubhouse, courts and grounds; setting rules of conduct and dealing with infringements; and the organisation of social and competitive sport, of coaching, and of social events. The Management Committee should also consider, investigate and cost possible future developments that may be beneficial to the Club.

Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than four meetings each year. The quorum for such meetings shall be half of the existing Committee. The President and the Secretary acting jointly shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than 5 days' notice of a meeting. The Secretary shall take minutes of Committee meetings and these must be approved at the next Committee meeting.

The President shall chair all meetings of the Management Committee unless unwilling to do so or absent. In such case another member of the Management Committee chosen by those present shall chair the meeting.

Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the President (or the acting chair of that meeting) shall have a casting or additional vote.

The 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 Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

The Management Committee shall refer to a General Meeting, duly convened for discussion, any matter of policy or new development to cost at least £10,000. The proposed resolution must be approved by a majority of the Members present and voting. In the event of the meeting being inquorate, the Management Committee shall have power to proceed with the proposed resolution.

The members of the Management Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

## **8. Trustees**

Two or three Trustees shall be appointed to hold in their names for the use and benefit of the Club such heritable and movable property as the Club holds or may afterwards acquire. These Trustees shall be first appointed at an Annual General Meeting and thereafter shall remain in office until death or resignation, or until a General Meeting shall by a three-fourths majority of Members present resolve to remove any. Each Trustee at the date of their appointment must be an adult Member of the Club, and any Member who is a Trustee terminating Membership must also terminate their Trusteeship. There is no formal qualification for a Trustee, but Trustees should ideally be senior Club Members of long experience.

Trustees whose Trusteeship has come to an end shall be bound, on being required to do so, to denude themselves of all property of the Club, and that by conveyance or transfer to the nominee duly appointed on behalf of the Club, provided that the Club bears the whole cost of the transaction or transactions involved.

Trustees shall be notified in writing of their appointment to Trusteeships, and also of their removal from Trusteeships should this arise. If, through death or other cause, a vacancy should arise during a year, the Management Committee may at its discretion appoint a new Trustee whose office will continue until the next Annual General Meeting, at which time their appointment may be confirmed or a new Trustee appointed.

On the instructions of the Club obtained at a General Meeting by at least a three-fourths majority of Members present, the Trustees shall have power and be bound to sell or convey all or any part of the properties held by them for the Club, or to borrow on behalf of the Club on the security of the heritable property held by them for the Club.

## **9. Annual General Meeting**

The Annual General Meeting of the Club shall be held in March to transact the following business:

- to receive the President's report of the activities of the Club during the previous year
- to receive and consider the accounts of the Club for the previous year and the Treasurer's report on the financial position of the Club
- to elect the Officers and other members of the Management Committee
- to decide on any resolution which may be duly submitted
- to deal with any other matters which the Management Committee desires to bring before the membership
- to fix the charges for tennis, squash and padel-tennis light meters
- to appoint tennis team captains or agree that the Management Committee will take on this task

## **10. Extraordinary General Meetings**

An Extraordinary General Meeting may be called at any time by the Management Committee and shall be called within 28 days of receipt by the Secretary of a requisition in writing signed by not less than 10 adult Members stating the purposes for which the meeting is required and the resolutions proposed. If an Extraordinary General Meeting is called after receipt of a Members' requisition the only business to be transacted at that Meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned Meeting is not called before the expiry of a period of 28 days commencing on the date of the request, the Members requisitioning the Meeting may call the Meeting at any time before the expiry of two months commencing on the date of that request.

## **11. Procedures for Annual and Extraordinary General Meetings**

The Secretary shall notify Members of the date, time and place of the General Meeting together with the resolutions to be proposed, using any of the communication methods listed in Section 18, 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.

The quorum for Annual and Extraordinary General Meetings shall be 15 Members.

The President shall chair all General Meetings of the Club, but if they are not present within 15 minutes after the time appointed for the Meeting or have signified their inability to be present at the Meeting, the Members present (and entitled to vote) may choose one of the other members of the Management Committee present to chair the Meeting, and if no other member of the Management Committee is present or willing to do so, the Members present (and entitled to vote) may choose one of their number to chair the Meeting.

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 Chair of the Meeting must adjourn it. The Chair of the Meeting must adjourn the Meeting if directed to do so by the Meeting. When adjourning an Annual or Extraordinary General Meeting the Chair 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 Management Committee. The Chair 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 Club must give at least 7 days' notice to the persons to whom notice of the Club's Meetings is required to be given in accordance with Section 11 para 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.

The Chair of the Meeting may permit other persons who are not Members to attend and speak at a Meeting.

Each Adult Playing and Honorary 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 Chair of the Meeting shall have a casting or additional vote.

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 Chair of the Meeting.

The Secretary, or in their absence a member of the Management Committee, shall take minutes at Annual and Extraordinary General Meetings.

## **12. Purchase and Supply of Liquor**

Purchase for the Club and supply by the Club of intoxicating liquor shall be at the absolute discretion of the Management Committee.

If the Club intends to sell intoxicating liquor on the premises it must be in possession of a current Licence granted by the West Lothian Council Licensing Board, and must comply with all the provisions of the Licence.

The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Operating Plan drawn up to meet the criteria set by the Licensing Laws. The Operating Plan is kept on the premises and includes the following:

- A description of the activities to be carried out on the premises

- A statement as to whether alcohol is to be sold on or off the premises

- A statement of the licensing hours to be operated on the premises

- Where alcohol is to be served and consumed

- Whether children are to be allowed (ages and times)

- The capacity of the premises

- Rules for the training and certification of those entitled to sell or serve intoxicating liquor at the Club

No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

### **13. Guests**

Any Member may introduce guests to the Club.

The Member introducing a guest must enter the name and address of the guest together with the name of the introducer in the visitors' book which must be kept on the Club's premises. There will be no charge for non-playing guests, but for playing guests the introducing Member must pay a fee set by the Management Committee, who may also limit the number of times a person may play as a guest.

A guest shall not be supplied with alcoholic liquor in the club premises unless on the invitation and in the company of an adult Member who has made the appropriate entry in the visitors' book.

The privilege of bringing guests may be withdrawn by the Committee on evidence of any abuse, or for any other expedient reason.

### **14. Alteration of the Constitution and Rules**

The Constitution and 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.

As soon as possible, and in any case within 28 days after the making of any alteration or addition to the Constitution and Rules, the Secretary must give written notice of the alteration or addition to the proper Licensing Authority and to the Chief of Police.

### **15. Use of Facilities**

The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to the Constitution and Rules. In addition, subject to 2 (d), tennis players must also agree to be bound by the rules and regulations of the ESLTA, 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 ESLTA can enforce any breach at its option and in its sole discretion.

### **16. Finance**

All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by authorisation from two of the signatories, who shall be the President, Secretary and Treasurer and any other designated Committee members. Any moneys not required for immediate use may be invested as the Management Committee thinks fit.

Subject to Section 19, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.

The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at Meetings of the Management Committee or at Annual or Extraordinary General Meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Management Committee thinks fit.

Full accounts of the financial affairs of the Club shall be prepared each year. A draft of the accounts shall be signed by any two of the President, Treasurer and Secretary. These accounts shall be independently verified.

**17. Borrowing**

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

When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of, or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club.

**18. Notices**

The Club may send, make available or supply any notice, ballot paper, accounts, document, or other information by any of the following means: 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 the Club, or by making it available on a website and notifying the intended recipient of its availability.

**19. Dissolution**

A resolution to dissolve the Club shall be proposed only at an Extraordinary General Meeting and shall be passed only if carried by a majority of at least three-fourths of the Members present and voting.

The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club. The Trustees of the Club should be consulted and instructed as may be necessary, but they have no votes in the process of winding-up.

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