

Tennis **CENTRAL** Rules of the Association Scotland

NAME

- 1 The Association shall be called Tennis Central Scotland (hereafter called 'the Association'). For the purposes of affiliation to Tennis Scotland and the North of Scotland County Lawn Tennis Association, the Association may be referred to as a 'District Association'.

GEOGRAPHICAL BOUNDARY

- 2 The district boundary of the Association shall comprise of the areas served by Clackmannanshire, Falkirk and Stirling Councils.

MEMBERSHIP

- 3 The Association shall consist of such recognised tennis clubs or other tennis organisations within the district boundary that shall be eligible to be directly affiliated, and any club applying to affiliate other than those within the district boundary of the Association may do so with the consent of both the District Association in which it is situated and the Board of Tennis Scotland.

OBJECTIVES

- 4 The objectives of the Association shall be to encourage, promote and develop as appropriate the game of Lawn Tennis in the District; to uphold the rules of Lawn Tennis; and to regulate, arrange and manage competitions, championships and tournaments as may be deemed expedient

GENERAL MEETINGS

- 5 An Annual General Meeting of the Association shall be held not later than the 30th November in each year for the purpose of electing Office Bearers for the ensuing year, and for transacting any other business connected with the Association. Intimation of any resolution or other business which any affiliated Club may wish to propose for such a Meeting should be sent so as to reach the Secretary not later than the 31st October each year.
- 6 An Extraordinary General Meeting of the Association may be called at any time by the Executive Committee. Also, such a Meeting shall be called within twenty one days following receipt by the Secretary of a request in writing from three affiliated Clubs stating the purpose for which the Meeting is to be held. The notice convening the Meeting shall be sent out within one week after receipt of such a request.
- 7 Notice convening General Meetings shall be sent by the Secretary to the Representative appointed annually by each affiliated Club, as well as to members of the Executive Committee and the Secretary of each affiliated Club in the circumstances of anyone not acting as their Club Representative. This notice shall be sent giving fourteen days clear notice and stating the purpose for which the Meeting is required and any resolutions proposed.

ATTENDANCE AT GENERAL MEETINGS

- 8 The Office Bearers and the Representative appointed annually by each affiliated Club, together with one other representative of each Club only as an observer and being a *bona fide* member of their Club, are entitled to attend General Meetings, and the quorum of such meetings shall be on the basis of those in attendance representing at least one third of the affiliated Clubs in any year.

PROCEDURES AT GENERAL MEETINGS

- 9 At all General Meetings the Representative appointed annually by each affiliated Club shall have one vote (ie only one vote per Club) along with the President, Vice President, Secretary and Treasurer who shall each have one vote, and in the event of an equality of votes, the chairman shall have a casting vote as well as a deliberative vote. With the exception of motions to change the Rules of the Association, all other resolutions shall be passed by a majority of those present and entitled to vote at such Meetings. In the event of the appointed Representative of any Club being unable to attend a General Meeting, they may appoint a substitute, and prior to such a Meeting shall advise the Secretary of their non attendance and who will be attending as their substitute. There shall be no right for a vote by proxy. The President, or if absent, the Vice President shall preside at all Meetings, and in the absence of both the President and Vice President, the Meeting shall elect a chairman.

OFFICE BEARERS

10 The Office Bearers may consist of a President, Vice President, Honorary Secretary, Honorary Treasurer, Minutes Secretary, Handbook Secretary, League and Cup Secretary, Development and Performance Convener, Tournament Convener, Tennis Scotland Representative, North of Scotland County Lawn Tennis Association Representative, and such other positions as may be decided both by the Executive Committee and/or at any General Meeting. The Office Bearers may cease to represent Clubs while holding such office provided they are a bona fide member of an affiliated Club. Any of the positions may be combined or divided as decided by the Executive Committee or at any General Meeting. The Office Bearers shall hold office for one year and shall be eligible for re-election

EXECUTIVE COMMITTEE

11 The Association shall be managed between successive Annual General Meetings by an Executive Committee (hereafter referred to as the Committee) which shall consist of the Office Bearers and such other persons appointed at a General Meeting or by the Committee. The Committee shall have power to co-opt a member to fill any vacancy occurring throughout the year, and at all meetings each member of the Committee shall have one vote while the President presiding as chairman shall have a casting vote as well as a deliberative vote. Meetings shall be held as often as the Committee considers appropriate and the quorum of such meetings shall be four.

MINUTES

12 Minutes of the proceedings at any Executive Committee Meeting as well as any General Meeting shall be prepared and presented at the subsequent Meeting for approval.

CLUB AFFILIATION

13 Applications for affiliation to the Association shall be made in writing to the Secretary of the Association and shall be considered and may be disposed of at the first available Meeting of the Executive Committee.

14 Any Club wishing to withdraw from the Association shall give notice in writing to the Secretary before the Annual General Meeting in any year.

15 Club affiliation shall be a process of initial registration under the *Places to Play* section on the website of the Lawn Tennis Association. Registration shall apply annually for the financial year commencing 1st October and the automated invoice, generated on the basis of the number of courts at a rate per court, shall be payable direct to Tennis Scotland no later than the 15th of December. The additional Association affiliation fee shall be chargeable annually on the basis of the number of courts at a rate per court which shall be fixed at the Annual General Meeting and shall be due for payment no later than 31st January of each year. The League and Competition entry fees fixed annually by the Executive Committee shall also be payable no later than the 31st January of each year. Any other charges to the foregoing fees referred to shall be payable on receipt of a request for payment in writing from the Association.

FINANCE

16 All funds of the Association shall be deposited in a bank account or bank accounts in the name of the Association. The authorised signatories shall be the Treasurer, The President and the Secretary. No sum shall be drawn from any bank account except by cheque payment signed by two of the signatories.

17 The Executive Committee shall have power to authorise the payment of expenses to any of the Office Bearers.

18 The financial transactions and affairs of the Association shall be fully recorded and kept up to date. Full Accounts of the financial affairs of the Association shall be prepared each year ending the 30th September and shall be duly audited by an Auditor appointed annually. The Accounts must be made available to all the Office Bearers and the appointed Representative of each affiliated Club, as well as being presented at an Annual General Meeting. Any deficiency in the Accounts of the Association shall be borne by the affiliated Clubs in equal shares, and any Office Bearer shall be indemnified out of whatever assets of the Association are available against any losses or liabilities which may be sustained or incurred in or about the execution of duties carried out in good faith on behalf of the Association.

AFFILIATION

- 19 The Association shall directly affiliate to and be a full 'member' of Tennis Scotland along with the other eight District Associations that Tennis Scotland comprises. The Association shall undertake to comply with the requirements of the Memorandum and Articles of Association and the Bye-laws of Tennis Scotland.
- 20 The Association shall directly affiliate to the North of Scotland County Lawn Tennis Association as one of the four member District Associations of which the County Association comprises.

REGULATIONS FOR INTER-CLUB COMPETITION

- 21 In addition to the Rules of the Association there shall be Regulations for Inter-Club Competitions (hereafter referred to as 'the Regulations') to govern all inter-club competitions, and the Executive Committee shall be responsible for the management of all such inter-club competitions in any year as referred to by *Rule A1* of the Regulations.

ALTERATION OF RULES

- 22 The Rules of the Association may be altered by resolution at an Annual or Extraordinary General Meeting provided the resolution is passed and carried by a majority of at least two thirds of those present and entitled to vote as set out in *Rule 9*.

DISSOLUTION

- 23 A resolution to dissolve the Association shall only be proposed at an Extraordinary General Meeting and shall only be passed if carried by a majority of at least two thirds of those present and entitled to vote as set out in *Rule 9*. The dissolution shall take effect from the date of the resolution and the Executive Committee shall be responsible for winding-up the affairs of the Association. Any assets remaining after the discharge of any debts and liabilities of the Association shall be distributed equally among the affiliated Clubs at the date of dissolution or alternatively transferred in whole to Tennis Scotland.

LTA ASSOCIATES' RULES

24 Defined Terms

Unless the context requires otherwise, '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.

25 Conditions of Membership

1 Each affiliated club agrees as a condition of membership:

A) to be bound by and subject to these rules (as in force from time to time);

B) to be bound by and subject to the LTA's Rules and Disciplinary Code.

2 Rule (25.1) 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 (25.1) without the prior written consent of [the LTA]. The identity of each affiliated club shall be notified to [the LTA] by the Association 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 (25.1), should be enforceable by any person who is not a party to this agreement.

3 The Executive Committee may terminate the affiliation of any club, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of affiliation set out in this rule.

26 The Executive Committee

The Association agrees that each member of the Executive 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 the Association 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]; and (v) the identity of each member of the Executive Committee shall be notified to [the LTA] by the Association 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.

27 Coaches and players

The Association agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Association 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 the Association 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]; and (v) the identity of each person to whom such agreement relates shall be notified to [the LTA] by the Association 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.

ADDENDUM

Regulations for Inter-Club Competition