

## BYELAWS OF BRENCHLEY & MATFIELD LAWN TENNIS CLUB

1. These bye-laws are made pursuant to Rule 22 of the Club Rules, a copy of which is available with the Honorary Secretary and all other Committee members.
2. Subscriptions and charges shall be determined each year by the Committee for the following year. Annual subscriptions are due on 1<sup>st</sup> January of each year; and the club reserves the right to charge fee of 5% of the total for every month that the subscription is overdue after 21<sup>st</sup> January. Discounts on subscriptions (**but not on the joining fee**): are given on NEW adult, senior, junior and family memberships for those joining from 1<sup>st</sup> July - 50% discount and from 1<sup>st</sup> September - 75% discount. This discount does not apply to anyone who has played or received coaching at the club more than 3 times but has delayed joining or sending payment, as membership is required after a maximum of 3 visits. Any member who has not renewed their subscription by 31<sup>st</sup> April will cease to be a member of the Club and their name shall be removed from the register of members.
3. Members are entitled to take part in organized games at Club sessions using balls provided by the Club; to play in Club tournaments without additional charge; to play in inter-Club matches on payment of the match fee currently in force; to receive newsletters; and are encouraged to become British Tennis Members (BTM) stating BMLTC as their club so that they can opt in to enter the Wimbledon Ballot for tickets.
4. No person may use the courts unless he/she is a member of the Club or the accompanied guest of a member. A person permanently resident within a distance of 15km from the Club shall not play as a guest on more than three days in any one year. Visitors must be accompanied on the courts by a member who will be responsible for the payment of the appropriate visitors fees which should be placed in the box provided in the Clubhouse. The visitor fees are £2 per day per adult and £1 per day for juniors. All guests must be entered into the visitors book in the clubhouse, this is the responsibility of the member.
5. The courts may be used by members throughout the year subject to such restrictions as may from time to time be imposed by the Committee and subject to bookings and reserved play for matches, tournaments, coaching, etc.
6. No member may play on the courts unless he has duly booked the court or there is no booked member wanting to play. If any member with a booking arrives to play, any unbooked member shall vacate the court immediately. Booked periods of play shall be up to a maximum of 2 hours. A court may not be booked more than 14 days in advance. The names of all the players for a booking shall be entered and any visitor shall be entered as 'A. Guest'. No player may be entered against more than one booking period (2 hours) in either the morning (before 2 p.m.) or the afternoon (after 2 p.m.) in one day. Bookings shall be made using the on-line booking system.
7. The rules of play shall be those of the Lawn Tennis Association. No more than four persons shall play on one court. Standard tennis racquets and balls only shall be used on the courts. The courts are only to be used for playing tennis; skateboarding, cycling and other activities are not permitted. No one shall enter the courts unless wearing non-

marking soled shoes. Behaviour shall be appropriate at all times and due care shall be taken of the courts and Club property. Parents are responsible for the behaviour of their children and are expected to ensure that other members are not unduly distracted by the activities of their children. Any person infringing any of these bye-laws shall be liable to be sent off the courts forthwith and to such other sanctions as may be provided for and appropriate.

8. Coaching on the Club courts may only be undertaken by coaches officially authorised by the Committee. The coaching schedule for group lessons and times permitted for individual coaching will be determined by the Committee.
9. At all times when not in use the gates will be kept padlocked. Any member leaving the courts unoccupied shall loosen the nets to reduce the strain on the post and secure the padlock.
10. Any member who notices any damage, actual or threatened, to the courts and Club property shall report it to a member of the Committee without delay.

#### 11. DISCIPLINE

1. The Club and all members shall accept and shall be bound by the Rules and the Disciplinary Code (“the LTA Rules”) of the Lawn Tennis Association Ltd (“the LTA”) and the General Rules and Constitution (“the County Rules”) of the Kent County Lawn Tennis Association (“ the County ”)in force from time to time including amendments made hereafter, insofar as the same are relevant to the activities of the Club.
2. All unlicensed and unregistered coaches and all visitors to the Club for the purpose of playing tennis will be required to accept and be bound by the LTA Rules and the County Rules.
3. All members shall accept, and all persons mentioned in (2) above shall be required to accept, that the Contracts (Rights of Third Parties) Act 1999 shall apply to the agreement between themselves and the Club , and that the LTA and the County may enforce any breach thereof, but only insofar as it relates to a breach of the LTA Rules or the County Rules.
4. The Club may terminate the membership of any member or impose any other sanction it deems appropriate in the event of any breach of the Rules of the Club or the LTA Rules or the County Rules.

April 2018

## **LTA CONSTITUTION**

### **1. Defined terms**

1.1 In the rules, unless the context requires otherwise:

“Disciplinary Code” means the disciplinary code of [the LTA] in force from time to time;

“[LTA]” means [LTA Ltd] 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. Conditions of membership**

2.1 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>1</sup>;

(B) to be bound by and subject to the Rules and the Disciplinary Code <sup>2</sup>.

2.2 Rule [2(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 [2(1)], should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

2.3 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.

### **3. The Committee**

The B&M LTC agrees that each member of the 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 the Contracts (Rights of Third Parties) Act 1999

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<sup>1</sup> This means that each member of the B&M LTC agrees to be bound by the rules of the B&M LTC

<sup>2</sup> This means that each member of the B&M LTC agrees to be bound by the LTA's Rules and Disciplinary Code.

applies and that the LTA and [the B&M LTC can enforce any breach at its option and in its sole discretion <sup>3</sup>.

#### **4. Coaches and players**

***[Note: to be inserted as a new provision dealing with application of the rules, the Rules and the Disciplinary Code to coaches and players.]***

The B&M LTC agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of B&M LTC 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 the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and B&M LTC can enforce any breach at its option and in its sole discretion <sup>4</sup>.

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<sup>3</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.

<sup>4</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.

