

**THE MANOR PARK TRUST**

**MANOR PARK SPORTS AND SOCIAL CLUB**

**CONSTITUTION AND RULES**

**(Approved by resolution of the Trustees on 28 February 2016)**

**THE MANOR PARK TRUST  
SPORTS AND SOCIAL CLUB CONSTITUTION AND RULES**

**1) GENERAL AND DEFINITIONS**

- (a) The club shall be called “Manor Park Sports and Social Club” with recognised abbreviations the Club, Manor Park Club or MPSSC, and the following Rules will be binding upon all members.
- (b) The Club is of a non-profit making nature. Any surplus income or gains must be reinvested in the Club and this does not permit any distribution of the Club assets in cash or in kind to members or third parties. This does not prevent donations by the Club to charities or to other clubs that are registered as Community Amateur Sports Clubs.
- (c) “Disciplinary Code” means the disciplinary code of the LTA in force from time to time.
- (d) “LTA” means the Lawn Tennis Association CLG and its subsidiaries or such successor entity or entities as become the governing body of the game of lawn tennis from time to time.
- (e) “LTA Rules” means the rules of the LTA in force from time to time.
- (f) “Management Committee” means the management committee referred to in Rule 4(a).
- (g) “member” means a member of Manor Park Club.
- (h) “Rules” means the Manor Park Sports and Social Club Constitution and Rules as set out herein (and as the same may be amended from time to time in accordance with Rule 13) and Rule means any one of them.
- (i) “Sub-Committee” means any sub-committee of the Management Committee.
- (j) “Trustees” means the trustees from time to time of the Manor Park Trust.

**2) OBJECTS**

The objects of the Manor Park Club are the promotion of, and community participation in, the amateur sports of archery, tennis, bowls, squash, racketball, table tennis and such other sports as the Trustees may approve, together with entertainments, tournaments, meetings and gatherings in connection with these sports, primarily from the Malvern Hills district.

**3) MEMBERSHIP**

- (a) Membership of the Club is open to all in the community and without discrimination on the grounds of ethnicity, nationality, sexual orientation, religion, beliefs, sex, age or disability except as a necessary consequence of

the requirements of a particular sport. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

- (b) The Club may have different classes of membership and subscriptions on a non-discriminatory and fair basis. The Club will aim to keep subscriptions at levels that will balance the objectives of not posing a significant obstacle to people participating with the need to finance the maintenance and development of the grounds, buildings and playing surfaces of the Club.
- (c) The Management Committee may refuse, suspend or remove membership only for good cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal, suspension or removal may be made to the Trustees.
- (d) On the recommendation of the Management Committee, not more than twenty Full Members shall be elected Honorary Life Members and therefore shall be entitled to the privileges of membership without paying the annual subscription.
- (e) Life membership of the Club may be obtained on payment of such fee and in accordance with such rules as may from time to time be determined by the Management Committee.
- (f) Each member agrees as a condition of membership to be bound by and be subject to these Rules and the LTA Rules and the Disciplinary Code.
- (g) Rule 3(f) confers a benefit on the LTA and, subject to Rule 3(h), 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 of these Rules apart from Rule 3(f) should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a member.
- (h) The Management Committee may terminate the membership of any person, or impose any other sanction it deems appropriate, in connection with the breach of the condition of membership set out in Rule 3(f) and for the purposes of Rule 3(c), such breach shall be deemed to constitute “good cause”.

#### **4) MANAGEMENT**

- (a) Subject to the approval of the Trustees, the management and control of the property and affairs of the Manor Park Club shall be delegated to a Management Committee.
- (b) The Management Committee shall consist of the following:
  - (i) An Honorary Treasurer, the Chairmen of each Sub-Committee managing each sporting section (being Archery, Indoor Bowls, Outdoor Bowls, Tennis, Squash/Racketball and Table Tennis), the Club Manager, two ordinary members and such number of persons

elected by the Trustees as shall be necessary to ensure that at least one quarter of the members of the Management Committee shall have been elected by the Trustees, provided always that the two ordinary members may be drawn from the café/bar management, the grounds Sub-Committee or any other area of the Club and shall, in order of preference, either (1) both be unaffiliated to any sporting section or (2) comprise one affiliated and one unaffiliated ordinary member or (3) be affiliated to different sporting sections. Each member of the Management Committee shall go out of office every year but shall be eligible for re-election or re-appointment.

- (ii) The Honorary Treasurer and the two ordinary members shall be elected annually at the Annual General Meeting, by ballot if demanded. All other members of the Management Committee shall be members by virtue of their office or through having been elected by the Trustees and shall be formally notified to members at the Annual General Meeting.
  - (iii) For the avoidance of doubt, the number of persons elected by the Trustees shall take account of those members of the Management Committee who are also Trustees, so that the Trustees shall first elect those members of the Management Committee who are also Trustees and then make further elections as required in order to meet the one quarter requirement set out in Rule 4(b)(i) above.
  - (iv) The Honorary General Secretary shall also be elected annually at the Annual General Meeting and may or may not be a member of the Management Committee. If (s)he is not a member of the Management Committee, (s)he shall nevertheless, unless otherwise agreed by the Chairman of the Management Committee, attend all meetings of the Management Committee.
  - (v) The Chairmen of each sporting Sub-Committee shall be entitled from time to time to authorise another member of their Sub-Committee to attend meetings of the Management Committee in their place and to vote on their behalf.
- (c) In addition to the members of the Management Committee, the following may attend Management Committee meetings in a non-voting capacity:
- (i) The President shall attend the first meeting after the Annual General Meeting and shall chair the meeting until the Chairman of the Management Committee is elected pursuant to Rule 4(e) below. Thereafter, the President may attend any meeting of the Management Committee at the invitation of the Chairman in an advisory capacity.
  - (ii) The Honorary General Secretary, if not a member in his/her own right.
  - (iii) Representatives of any Sub-Committee as and when required to report on decisions taken (if within their authority levels), to present

proposals on behalf of their Sub-Committee or to update the Management Committee on matters of interest, provided that each sporting Sub-Committee shall generally be represented by its Chairman unless special advice and expertise is to be provided by another member of such Sub-Committee.

- (iv) One representative nominated by Malvern Hills District Council or its successor authority.
- (v) Any other person invited by the Chairman of the Management Committee for the purposes of providing relevant advice or information.
- (d) Should a vacancy occur in the Management Committee among members, other than those elected by the Trustees, after the annual election, the Management Committee shall have power to fill such vacancy, and a member so elected shall hold office until the next Annual General Meeting, when he/she shall retire, and a vacancy shall be filled in the regular manner.
- (e) The Management Committee shall at the first meeting after the Annual General Meeting elect from among themselves a Chairman who shall preside at all meetings which he/she attends. In his/her absence the members present shall appoint one of their number to preside.
- (f) The Management Committee may delegate to such Sub-Committees as it may from time to time decide the regulation of the sports and the conduct of the operations, management and other affairs of Manor Park Club. Membership of such Sub-Committees will be open to all members of Manor Park Club with appropriate interests and/or expertise. Every Sub-Committee shall report to the Management Committee and shall act at all times within its delegated authority levels (if any).
- (g) The Management Committee shall meet six times each year at pre-determined dates and times and may call such other extraordinary meetings as it deems necessary. Seven members shall form a quorum. Decisions shall be taken by a simple majority. In the event of equal voting for and against a decision, the Chairman shall have a casting vote.
- (h) Each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and be subject to these Rules and the Rules of the LTA and the Disciplinary Code and to acknowledge that the Contracts (Rights of Third Parties) Act 1999 applies to the extent that the LTA and the Club may enforce any breach at its or their option and in its or their sole discretion.
- (i) The signatures of any two duly authorised members of the Management Committee shall be sufficient to bind the Club, including (without limitation) in relation to the borrowing powers set out in Rule 9(d). For the avoidance of doubt, this power may not be delegated to any Sub-Committee.

## **5) MAKING OF BYELAWS**

The Committee may from time to time make, vary and revoke byelaws (not inconsistent with these Rules) for the regulation of the internal affairs of the Club and the conduct of members, and the byelaws for the time being in force shall be binding on all members.

## **6) SUSCRIPTIONS AND FEES**

- (a) All subscriptions are payable on application and will be refundable if such application is refused. Renewal subscriptions shall be paid on a date to be set by the Sub-Committee of each sporting section. Sub-Committees may terminate the membership of any member whose annual subscription remains unpaid for thirty days after the due date.
- (b) The Management Committee shall have power to impose a joining fee as and when they think fit.
- (c) The annual subscriptions and playing fees of members shall be determined by the Management Committee, and subscriptions and fees payable shall be recorded in the minutes of the Management Committee meetings. At the discretion of the Management Committee a member may be allowed to pay a reduced subscription for any period less than a year.
- (d) A membership card (non-transferable) shall be issued to each member and shall be carried by members when visiting the Club.
- (e) The Management Committee shall have power to charge a fee for the admission of non-playing visitors to the Club.
- (f) The fees payable by playing visitors shall be as fixed by the Management Committee from time to time.

## **7) GENERAL MEETINGS**

- (a) An Annual General Meeting of the Club shall be held before the first day of May each year. Notice of the day and time of the Annual General Meeting shall be posted in a prominent position in the Club premises, in a part of the premises that is frequented by members, for a period of at least fourteen days before such day. The Management Committee's report and audited accounts for the past year shall be presented to the meeting and members of the Management Committee elected or notified in accordance with Rule 4(b) above. A President and Vice Presidents of the Club shall also be elected, provided that the number of Vice Presidents shall at no time exceed twelve. Election as a Vice President shall be for life.
- (b) A General Meeting of the Club may be summoned at any time by the Management Committee and shall be so summoned immediately upon any

thirty members each entitled to vote delivering to the Chairman of the Management Committee, with a copy to the Honorary General Secretary, a written request to that effect. A General Meeting shall be summoned in the same way as the Annual General Meeting. At a General Meeting of the Club every member shall be entitled to be present and entitled to one vote on every question raised.

- (c) Motions at any General Meeting, including the Annual General Meeting, must be submitted to the Chairman and Honorary General Secretary of the Management Committee twenty-eight days prior to the date of such a meeting. Each shall bear the signature of a proposer and seconder and shall be posted in a prominent position in the Club premises, in a part of the premises that is frequented by Club members, for a period of at least fourteen days before a meeting.
- (d) Fifteen members present in person shall constitute a quorum at a General Meeting.

## **8) USE OF THE CLUB BY MEMBERS**

- (a) No play shall be permitted on any court or other sporting area when it is considered to be unfit for play. A notice to this effect signed by a member of the grounds Sub-Committee or the relevant sporting Sub-Committee Chairman shall be final.
- (b) Dogs shall only be allowed on Manor Park property if kept under proper control. No dogs other than guide dogs may be admitted to Club buildings or premises.
- (c) Members shall be liable for damage to Club property and shall not take away from the ground any article which is the property of the Club.
- (d) No paper, notice board or placard shall be put in the Club premises without the sanction of the Honorary General Secretary.
- (e) No betting shall be allowed in the Club. No lottery shall be promoted by any member or officer on behalf of or in any way connected with the Club or with any entertainment or event held by or in connection with the Club, without previous authority of the Management Committee. Gaming shall be permitted in the Club but shall not be allowed to contravene any of the provisions of any statute for the time being in force.
- (f) Neither the Club nor any officer thereof shall be liable to any member or guest for any loss of or damage to any property occurring from whatever cause in or about the Club premises, nor for any injury sustained by any member or guest whilst on or entering or leaving the Club premises, and a notice to this effect shall at all time be displayed on the Club premises.

- (g) The Club agrees that all unlicensed and unregistered coaches and, so far as is reasonable practicable, players and other persons using the facilities of the Club will be required, as a condition of use, to agree to be bound by and be subject to these Rules and the Rules of the LTA and the Disciplinary Code, and to acknowledge that the Contracts (Rights of Third Parties) Act 1999 applies to the extent that the LTA and the Club may enforce any breach at its or their option and in its or their sole discretion.

## **9) PROPERTY AND FUNDS**

- (a) The property and funds of the Club cannot be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules and all surplus income and profits are reinvested in the Club.
- (b) The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post match refreshments and other ordinary benefits of Community Amateur Sport Clubs as provided for in the Finance Act 2002.
- (c) The Club may also in connection with the sports purposes of the Club:
  - (i) Sell and supply food, drink and related sports clothing and equipment;
  - (ii) Employ members (though not for playing) and reimburse them for providing goods and services, on fair terms set by the Committee without the person concerned being present;
  - (iii) Pay for reasonable hospitality for visiting teams and guests;
  - (iv) Indemnify the Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).
- (d) The Club is empowered to borrow money for its proper purposes in such amounts and upon such terms, including (without limitation) as to interest and security, as the Management Committee may from time to time determine, provided that the prior written approval of the Trustees shall be required for any single amount, or series of related amounts, above £10,000.

## **10) BAR AND SOCIAL FACILITIES**

- (a) The permitted hours for the supply of intoxicating liquor shall be fixed and may be varied from time to time by the Management Committee in accordance with the statutory provisions for the time being in force.
- (b) The Management Committee may lay down the conditions upon which any game may be played in the Clubhouse and may prohibit any games which would be unlawful or would, in the opinion of the Management Committee, be injurious to the interests of the Club.
- (c) No person shall at any time be entitled to receive at the expense of the Club any commission, percentage or similar payment on or with reference to

purchase of intoxicating liquor by the Club; nor shall any person directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to members and 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.

- (d) The purchase for the Club and the supply by the Club of intoxicating liquor shall be in the absolute discretion of the Club.
- (e) There may be admitted to the Club's registered premises persons other than members or their guests belonging to any of the classes specified in this Rule and intoxicating liquor may be sold to such persons by or on behalf of the Club for consumption on the premises and not elsewhere. The classes of non-members who may be so admitted are as follows: - members of other approved sporting or social clubs, participants and their supporters on sporting activities hosted at Manor Park, and persons and their guests who have paid an appropriate fee for the temporary hiring of Club facilities for the purposes of special events and private functions.
- (f) Intoxicating liquor may be sold by and on behalf of the Club to any guest attending the Club for a special event or private function and the date of such events and functions shall be notified in advance to such bodies as are required by the licensing laws.
- (g) No member shall, except for services rendered at the request of the Committee, on any pretence or in any manner receive any profit, salary or emoluments from the funds or transactions of the Club.

## **11) COMPLAINTS BY MEMBERS**

Complaints by members shall, in the first instance be made in writing to the Honorary General Secretary who will, if within his/her power, deal with them, but members shall have the right to have their complaints submitted to and adjudicated upon by the Management Committee, whose decision by simple majority vote if necessary shall be final.

## **12) VISITORS**

Members may introduce and entertain guests at the Club provided that both the member and guests must sign the Visitors Book kept at the Club and provided that they pay the appropriate fee before commencing play or avail themselves of any privilege of membership. Visitors, unless a member of a visiting team, may not make use of the sporting facilities more than three times in any sporting season. The member introducing a guest shall be responsible for his guest strictly observing these rules and the Club byelaws and shall not leave the Club premises before his guest. No person shall be introduced as a guest whose membership of the Club has been terminated under Rule 3(c), or is for the time being suspended or whose application for membership has at any time been rejected under this rule.

### **13) AMENDMENT OF THESE RULES**

Amendment of these Rules may be undertaken by the Trustees from time to time and will be decided on by simple majority vote of the Trustees. Any such amendment shall be notified to members by notices prominently displayed within the Club premises and must also be notified to the Chief Officer of Police and the Clerk to the Local Authority or any subsequently authorised body within twenty-eight days of the alteration.

### **14) DISSOLUTION**

- (a) The members may vote to dissolve the Club, if not less than three quarters of those present and voting, being bona-fide and paid-up members, support that proposal at a properly convened General Meeting.
- (b) The Management Committee will then be responsible for the orderly dissolution of the Club's affairs.
- (c) If the Club is dissolved, any assets will be applied for approved sporting or charitable purposes by giving or transferring the assets to another Community Amateur Sports Club, registered charity or the Sports' Governing Bodies. The assets of the Manor Park Trust do not form part of this dissolution clause.

### **15) PRIORITY**

Where there is any conflict between these Rules and any other rule or rules, these Rules will take priority. Interpretation of these Rules must be consistent with the statutory requirements for Community Amateur Sports Clubs (which means Community Amateur Sport Clubs as first provided for in the Finance Act 2002).