



OAKWOOD TENNIS CLUB CONSTITUTION

1. Name and Objectives

The name of the Charitable Incorporation Organisation ("C.I.O") is Oakwood Tennis Club.

2. National location of principal office

The principal office of Oakwood Tennis Club is in England. The registered address is:

Oakwood Tennis Club, VCD Sportsground, Old Road Crayford, Kent, DA1 4DN

3. Objects

The objects of Oakwood Tennis Club is the promotion of community participation in health recreation in particular by the provision of facility for the playing of tennis.

4. Powers

Oakwood Tennis Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular Oakwood Tennis Club's powers include power to:

- 4.1. Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. Oakwood Tennis Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- 4.2. Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3. Sell, lease or otherwise dispose of all or any part of the property belonging to Oakwood Tennis Club. In exercising this power, Oakwood Tennis Club

must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

- 4.4. Employ and remunerate such staff as are necessary for carrying out the work of Oakwood Tennis Club. Oakwood Tennis Club may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of these clauses;
- 4.5. Deposit or invest funds, employ a professional fund manager, and arrange for the investments or the other property of Oakwood Tennis Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.6. Deal with all matters concerning the appointment of Professional coaches and terms of reference of such appointments. In view of the serious laws concerning Child Protection, the trustees should vet any Coach applications and shall be aware of the implications of the law. Prior to any coach being appointed the trustees should receive:

The Coach's CV, Proof of coaching qualifications, up to date DBS check, Insurances
- 4.7. Make arrangements for holding matches, tournaments or other competitions whether for club members or other clubs or organisations including the imposition of charges for admission or otherwise and to reserve courts as may be required on any occasion as the trustees in their discretion deem proper.

5. Applications of income and property

- 5.1. The income and property of Oakwood Tennis Club must be applied solely towards the promotion of the objects.
 - 5.1.1. A charity trustee is entitled to be reimbursed from the property of Oakwood Tennis Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of Oakwood Tennis Club.
 - 5.1.2. A charity trustee may benefit from trustee indemnity insurance cover purchased at Oakwood Tennis Club's expense in accordance with and subject to the conditions in section 189 of the Charities Act 2011.
- 5.2. None of the income or property of Oakwood Tennis Club may be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise by way of profit to any member of Oakwood Tennis Club. This does not prevent a member who is not also a charity trustee receiving:
 - 5.2.1. A benefit from Oakwood Tennis Club as a beneficiary of Oakwood Tennis Club;

- 5.2.2. Reasonable and proper remuneration for any goods or services supplied to Oakwood Tennis Club;
- 5.2.3. Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

6.1. General provisions

No charity trustee or connected person may:

- 6.1.1. Buy or receive any goods or services from Oakwood Tennis Club on terms preferential to those applicable to members of the public;
- 6.1.2. Sell goods, services, or any interest in land to Oakwood Tennis Club;
- 6.1.3. Be employed by, or receive any remuneration from, Oakwood Tennis Club;
- 6.1.4. Receive any other financial benefit from Oakwood Tennis Club;

Unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value;

6.2. Scope and powers permitting trustees’ or connect persons; benefits

- 6.2.1. A charity trustee or connected person may receive a benefit from Oakwood Tennis Club as a beneficiary of Oakwood Tennis Club provided that it is available generally to the beneficiaries of Oakwood Tennis Club.
- 6.2.2. A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to Oakwood Tennis Club where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 6.2.3. Subject to clause (3) of this clause a charity trustee or connected person may provide Oakwood Tennis Club with goods that re not supplied in connection with services provided to Oakwood Tennis Club by the charity trustee or connected person.
- 6.2.4. A charity trustee or connected person may receive interest on money lent to Oakwood Tennis Club at a reasonable and proper

rate which must be not more than the Bank of England bank rate (also known as the base rate).

- 6.2.5. A charity trustee or connected person may receive rent for premises let by the trustee or connected person to Oakwood Tennis Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6. A charity trustee or connected person may take part in the normal trading and fundraising activities of Oakwood Tennis Club on the same terms as members of the public.

6.3. **Payment for supply of goods only – controls**

Oakwood Tennis Club and its charity trustees may only rely upon the authority provided by sub-clause(2.3) of this clause if each of the following conditions is satisfied:

- 6.3.1. The amount or maximum amount of the payment for the goods is set out in a written agreement between Oakwood Tennis Club and the charity trustee or connected person supplying the goods (“the supplier”).
- 6.3.2. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 6.3.3. The other charity trustees are satisfied that it is in the best interests of Oakwood Tennis Club to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- 6.3.4. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to Oakwood Tennis Club.
- 6.3.5. The supplier does not vote on any such matters and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- 6.3.6. The reason for their decision is recorded by the charity trustees in the minute book.
- 6.3.7. A majority of the trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.4. In sub-clauses (2) and (3) of this clause:

6.4.1. "Oakwood Tennis Club" includes any company in which Oakwood Tennis Club:

6.4.1.1. Holds more than 50% of the shares; or

6.4.1.2. Controls more than 50% of the voting rights attached to the shares; or

6.4.1.3. Has the right to appoint one or more directors to the board of the company;

6.4.2. "connected person" includes any person within the definition set out in clause 30 (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity must:

7.1. Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with Oakwood Tennis Club or in any transaction or arrangement entered into by Oakwood Tennis Club which has not previously been declared; and

7.2. Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of Oakwood Tennis Club and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum of any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of Oakwood Tennis Club if it is wound up

If Oakwood Tennis Club is wound up, the members of Oakwood Tennis Club have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Membership of Oakwood Tennis Club

9.1. Admission of new members

9.1.1. Eligibility

Membership of Oakwood Tennis Club is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his or her agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.

9.1.2. Classes of Membership and Subscription Rates

Membership of the club shall be open to local residents and persons residing outside of the area as shall be elected by the charity trustees, providing that the number of persons shall not exceed the figure set by the charity trustees from time to time.

There shall be the following classes of membership (All Members shall be entitled to attend and speak at any General Meeting but only Playing Members over the age of 18 years shall be entitled to vote):

- 9.1.2.1. Family – a playing membership for husband/wife and with children under the age of 18 years or those in full time attendance at a recognised educational establishment under the age of 25 years, as they wish to include. On reaching 18 or 25 years of age (as applicable) a child must take up adult membership in his or her own right.
- 9.1.2.2. Adult – an individual playing membership for persons aged 18 years or over.
- 9.1.2.3. Adult off peak as above but playing times limited to off peak times.
- 9.1.2.4. Intermediate – an individual playing membership for persons less than 18 years of age who have been invited to advance to intermediate status by the club captain/coach or committee member. Intermediate status provides the same benefits as Adult status.
- 9.1.2.5. Junior – an individual playing membership for persons less than 18 years of age or those in full time attendance at a recognised educational establishment under 25 years of age.
- 9.1.2.6. Junior squad – this membership is for all junior squad/development squad/team players.
- 9.1.2.7. Social Membership – for persons who shall be entitled to use the club for social purposes only. It does not allow any other club benefits.

- 9.1.2.8. Parent membership – this membership allows parents to use the courts with their children when they are empty directly after lessons. It does not allow any other club benefits.
- 9.1.2.9. The number of members to be admitted to any class of membership shall from time to time be set by the Management Committee.
- 9.1.2.10. For current membership types, fees and benefits of each please refer to the Membership types document issued annually by the Committee and kept in the clubhouse.

9.1.3. **Admission Procedure**

The charity trustees:

- 9.1.3.1. May require applications for membership to be made in any reasonable way they decide.
- 9.1.3.2. Shall if they approve an application for membership, notify the applicant of their decision within 21 days;
- 9.1.3.3. May refuse an application for membership if they believe that it is in the best interests of Oakwood Tennis Club for them to do so;
- 9.1.3.4. Shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- 9.1.3.5. Shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.
- 9.1.3.6. Should a waiting list be in place then each application will be considered in date order when received
- 9.1.3.7. Acceptance of membership shall imply recognition of the obligation of membership of Oakwood Tennis Club

9.2. **Transfer of Membership**

Membership of Oakwood Tennis Club cannot be transferred to anyone else. A member may resign his/her membership by written notice to a

committee member. Subject to any consent of the Management Committee and to a vacancy existing a member may transfer from one class to another and shall thereupon be liable to pay immediately any increased annual subscription.

9.3. **Duty of Members**

It is the duty of each member of Oakwood Tennis Club to exercise his or her powers as a member of Oakwood Tennis Club in the way he or she decides in good faith would be most likely to further the purposes of Oakwood Tennis Club.

9.4. **Termination of Membership**

9.4.1. Membership of Oakwood Tennis Club comes to an end if:

- 9.4.1.1. The member dies; or
- 9.4.1.2. The member sends a notice of resignation to the charity trustees; or
- 9.4.1.3. Any sum of money owed by the member to Oakwood Tennis Club is not paid in full within six months of its falling due; or
- 9.4.1.4. The charity decides that it is in the best interests of Oakwood Tennis Club that the member in question should be removed from membership, and pass a resolution to that effect.

9.4.2. Before the charity trustees take any decision to remove someone from membership of Oakwood Tennis Club they must:

- 9.4.2.1. Inform the member of the reasons why it is proposed to remove him, her or it from membership;
- 9.4.2.2. Give the member at least 21 clear days notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership;
- 9.4.2.3. At a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
- 9.4.2.4. Consider at that meeting any representation which the member makes as to why the member should not be removed; and

- 9.4.2.5. Allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

9.5. **Membership Fees**

All annual subscriptions shall be payable on 1 April in each year or such other date as the Management Committee shall decide. If the subscription has not been paid within one month the defaulter shall thereupon cease to be a member of the Club. Such a person may at the discretion of the Management Committee be re-admitted to membership or payment of all arrears provided a vacancy exists.

10. **Members' decisions**

10.1. **General Provisions**

Except for those decisions that must be taken in a particular way as indicated in sub-clause (3) of this clause, any decision of the members of Oakwood Tennis Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting

10.2. **Decisions that must be taken in a particular way**

- 10.2.1. Any decision to remove a trustee must be taken in accordance with clause 15 (retirement and removal of charity trustees)
- 10.2.2. Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).
- 10.2.3. Any decision to wind up or dissolve Oakwood Tennis Club must be taken in accordance with clause 29 of this constitution (voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of Oakwood Tennis Club to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11. **General Meetings of Members**

11.1. **Types of general meeting**

There must be an annual general meeting (AGM) of the members of Oakwood Tennis Club. The first AGM must be held within 18 months of the registration of Oakwood Tennis Club, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause 13 (appointment of charity trustees).

Other general meetings of the members of Oakwood Tennis Club may be held at any time.

All general meetings must be held in accordance with the following provisions.

11.2. Calling general meetings

- 11.2.1 The charity trustees:
 - 11.2.1.1 Must call the annual general meeting of the members of Oakwood Tennis Club in accordance with sub clause (1) of this clause, and identify it as such in the notice of the meeting; and
 - 11.2.1.2 May call any other general meeting of the members at any time.
- 11.2.2 The charity trustees must, within 21 days, call a general meeting of the members of Oakwood Tennis Club if:
 - 11.2.2.1 They receive a request to do so from at least 10% of the members of Oakwood Tennis Club; and
 - 11.2.2.2 The request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.
- 11.2.3 If at the time of any such request, there has not been any general meeting of the members of Oakwood Tennis Club for more than 12 months, then sub clause 11.2.2.1 of this clause shall have effect as if 5% were substituted for 10%.
- 11.2.4 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- 11.2.5 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 11.2.6 Any general meeting called by the charity trustees at the request of the members of Oakwood Tennis Club must be held within 28 days from the date on which it is called.

- 11.2.7. If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- 11.2.8. A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

11.3. Notice of General Meetings

- 11.3.1. The charity trustees, or the relevant members of Oakwood Tennis Club, must give at least 14 clear days' notice of any general meeting to all the members, and to any charity trustee of Oakwood Tennis Club who is not a member.
- 11.3.2. If it is agreed by not less than 90% of all members of Oakwood Tennis Club, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause 11.3.1 of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- 11.3.3. The notice of any general meeting must:
 - 11.3.3.1. State the date and time of the meeting;
 - 11.3.3.2. Give the address at which the meeting is to be take place;
 - 11.3.3.3. Give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - 11.3.3.4. If a proposal to alter the constitution of Oakwood Tennis Club is to be considered at the meeting, include the text of the proposed alteration;
 - 11.3.3.5. Include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause 22 (use of electronic communication), details of where the information may be found on Oakwood Tennis Club's website.
- 11.3.4. Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive

evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

- 11.3.5. The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by Oakwood Tennis Club.

11.4. **Charing of general meetings**

The person nominated as chair by the charity trustees under clause 19.2 (Charing of meetings) shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of Oakwood Tennis Club who are present at a general meeting shall elect a chair to preside at the meeting.

11.5. **Quorum at general meetings**

- 11.5.1. No business may be transacted at any general meeting of the members of Oakwood Tennis Club unless a quorum is present when the meeting starts.
- 11.5.2. Subject to the following provisions, the quorum for general meetings shall be the greater of 5% or 5 members.
- 11.5.3. If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- 11.5.4. If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must [either be announced by the chair or] be notified to Oakwood Tennis Club's members at least seven clear days before the date on which it will resume.
- 11.5.5. If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- 11.5.6. If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

11.6. **Voting at general meetings**

- 11.6.1. Any decision other than one falling within clause (10.2) (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every member has one vote, although junior members cannot vote at general meetings.
- 11.6.2. A resolution put to the vote of a meeting shall be decided on a show of hands.
- 11.6.3. Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

11.7. **Adjournment of meetings**

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12 **Charity Trustees**

12.1 **Functions and duties of charity trustees**

The charity trustees shall manage the affairs of Oakwood Tennis Club and may for that purpose exercise all the powers of Oakwood Tennis Club. It is the duty of each charity trustee:

- 12.1.1 To exercise his or her powers and to perform his or her functions as a trustee of Oakwood Tennis Club in the way he or she decides in good faith would be most likely to further the purposes of Oakwood Tennis Club; and
- 12.1.2 To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - 12.1.2.1 Any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - 12.1.2.1 If he or she acts as a charity trustee of Oakwood Tennis Club in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

12.2 **Eligibility for trusteeship**

- 12.2.1 Every charity trustee must be a natural person.
- 12.2.2 No one may be appointed as a charity trustee:
- If he or she is under the age of 16 years; or
 - If he or she would automatically cease to hold office under the provisions of clause (15.1.6)
- 12.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustee decides, his or her acceptance of the office of charity trustee.
- 12.2.4 At least one of the trustees of Oakwood Tennis Club must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

12.3 **Number of charity trustees**

- 12.3.1 There must be at least 3 charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

12.4 **First charity trustees**

The first charity trustees of Oakwood Tennis Club are:

Gavin Nelson

Emma Nelson

Neil Biddle

Sue Beresford

13 **Appointment of charity trustees**

- 13.1 At the first annual general meeting of the members of Oakwood Tennis Club all the charity trustees shall retire from office.
- 13.2 At every subsequent annual general meeting of the members of Oakwood Tennis Club, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the

number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;

- 13.3 The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- 13.4 The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub clause (12.6) of this clause.
- 13.5 The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause (12.8) (Retirement and removal of trustees), or as an additional charity trustee.
- 13.6 Each charity trustee will be given a specific role within Oakwood Tennis Club to carry out during the term until next AGM. The roles will be, but not limited to: Chairman, Treasurer, Secretary, Fixtures Secretary, Club captain, Social secretary. Other roles within Oakwood Tennis Club can be introduced by the trustees if deemed required.

14 **Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- 14.1 A copy of this constitution and any amendments made to it; and
- 14.2 A copy of Oakwood Tennis Club's latest trustees' annual report and statement of accounts.

15 **Retirement and removal of charity trustees**

- 15.1 The charity trustee ceases to hold office if he or she:
 - 15.1.1 Retires by notifying Oakwood Tennis Club in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum of meetings);
 - 15.1.2 Is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - 15.1.3 Dies;
 - 15.1.4 In the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically

or mentally incapable of acting as a director and may remain so for more than three months;

- 15.1.5 Is removed by the members of Oakwood Tennis Club in accordance with sub-clause 12.8.2 of this clause;
- 15.1.6 Is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification from that provision).

15.2 A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 19.1, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

15.3 A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of Oakwood Tennis Club.

16 **Reappointment of Charity Trustees**

Any person who retires as a charity trustee by rotation or by giving notice to Oakwood Tennis Club is eligible for reappointment.

17 **Taking of decisions by trustees**

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or email agreed by a majority of all the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - the majority of all the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such

other manner as the charity trustees have previously resolved, and delivered to Oakwood Tennis Club at it's principal office or such other place as the trustees may resolve [within 28 days of the circulation date]

18 Delegation by charity trustees

- 18.1 The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- 18.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
 - 18.2.1 A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
 - 18.2.2 The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - 18.2.3 The charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19 Meetings and proceedings of charity trustees

19.1 Calling Meetings

- 19.1.1 Any charity trustee may call a meeting of the charity trustees.
- 19.1.2 Subject to that, meetings are to be called by posting notice on the club notice board and via email notice to members, 14 days notice is required.

19.2 Chairing of meetings

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

19.3 **Procedure at meetings**

- 19.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is the greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- 19.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 19.3.3 In the case of an equality of votes, the chair shall have a second or casting vote.

20 **Saving provisions**

- 20.1 Subject to sub-clause (20.2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
- Who was disqualified from holding office;
 - Who had previously retired or who had been obliged by the constitution to vacate office;
 - Who was not entitled to vote on the matter, whether by reason of a conflict or otherwise;
- If, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.
- 20.2 Sub-clause (20.1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, by or for clause (20.1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of Interest).

21 **Execution of Documents**

- 21.1 Oakwood Tennis Club shall execute documents by signature
- 21.2 A document is validly executed by signature if it is signed by at least two of the charity trustees.

22 **Use of Electronic communications**

22.1 **General**

Oakwood Tennis Club will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- 22.1.1 The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form
- 22.1.2 Any requirements to provide information to the Commission in a particular form or manner.

22.2 To Oakwood Tennis Club

Any member or charity trustee of Oakwood Tennis Club may communicate electronically with Oakwood Tennis Club to the email address admin@oakwoodtennisclub.com

22.3 By Oakwood Tennis Club

- 22.3.1 Any member or charity trustee of Oakwood Tennis Club, by providing Oakwood Tennis Club with his or her email address or similar, is taken to have agreed to receive communications from Oakwood Tennis Club in electronic form at that address, unless the member has indicated to Oakwood Tennis Club his or her unwillingness to receive such communications in that form.

23 Keeping of registers

Oakwood Tennis Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

24 Minutes

The charity must keep minutes of all:

- 24.1 Appointments of officers made by the charity trustees;
- 24.2 proceedings at general meetings of Oakwood Tennis Club
- 24.3 meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions
- 24.4 decisions made by the charity trustees otherwise than in meetings.

25 Accounting records, accounts, annual reports and returns, register maintenance

- 25.1 The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of all accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of Oakwood Tennis Club, within 10 months of the financial year end.
- 25.2 The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of Oakwood Tennis Club entered on the Central Register of Charities.

26 Rules

The charity trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of Oakwood Tennis Club, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of Oakwood Tennis Club on request.

27 Disputes

If a dispute arises between members of Oakwood Tennis Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28 Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

- 28.1 This constitution can only be amended:
- 28.1.1 By a resolution passed by 75% majority of votes cast at a general meeting of the members of Oakwood Tennis Club.
 - 28.1.2 Any alteration to clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of Oakwood Tennis Club or persons connected with Oakwood Tennis Club, requires the prior written consent of the Charity Commission.

- 28.2 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 28.3 A copy of any resolution altering the constitution, together with a copy of Oakwood Tennis Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

29 Voluntary winding up or dissolution

- 29.1 As provided by the Dissolution Regulations, Oakwood Tennis Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve Oakwood Tennis Club can only be made:
 - 29.1.1 At a general meeting of the members of Oakwood Tennis Club called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - 29.1.2 By a resolution passed by a 75% majority of those voting; or
 - 29.1.3 By a resolution agreed in writing by all members of Oakwood Tennis Club.
- 29.2 Subject to the payment of all Oakwood Tennis Club's debts:
 - 29.2.1 Any resolution for the winding up of Oakwood Tennis Club, or for the dissolution of Oakwood Tennis Club without winding up, may contain a provision directing how any remaining assets of Oakwood Tennis Club shall be applied.
 - 29.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of Oakwood Tennis Club shall be applied.
 - 29.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of Oakwood Tennis Club.
- 29.3 Oakwood Tennis Club must observe the requirements of the Dissolution Regulations in applying to the Commission for Oakwood Tennis Club to be removed from the Register of Charities, and in particular:
 - 29.3.1 The charity trustees must send with their application to the Commission:

- 29.3.1.1 A copy of the resolution passed by the members of Oakwood Tennis Club;
- 29.3.1.2 A declaration by the charity trustees that any debts and other liability of Oakwood Tennis Club have been settled or otherwise provided for in full; and
- 29.3.1.3 A statement by the charity trustees setting out the way in which any property of Oakwood Tennis Club has been or is to be applied for to its dissolution in accordance with this constitution.
- 29.3.1.4 The charity trustees must ensure a copy of the application is sent within seven days to every member and employee of Oakwood Tennis Club, and to any charity trustee of Oakwood Tennis Club who was not privy to the application.

29.4 If Oakwood Tennis Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30 Interpretation

In this constitution:

“connected person” means:

- 30.1.1 a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- 30.1.2 the spouse or civil partner of the charity trustee or of any person falling within sub-clause (30.1.1) above
- 30.1.3 a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (30.1.1) or (30.1.2) above

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

“charity trustee” means a charity trustee of Oakwood Tennis Club