



KENT TENNIS CHARITABLE INCORPORATED ORGANISATION CONSTITUTION

1 Name

The name of the Charitable Incorporated Organisation is Kent Tennis Charitable Incorporated Organisation ("Kent Tennis"). It will be a member of the Lawn Tennis Association ("LTA").

2. National location of principal office

Kent Tennis is based in England and has its principal office at Bromley Tennis Centre, Avebury Road, Orpington BR6 9SA.

3. Objects

The object of Kent Tennis is the promotion of community participation in healthy recreation - by the development and support of tennis and padel tennis in the County of Kent, the Medway Unitary Authority and the London Boroughs of Bexley, Bromley, Greenwich and Lewisham, for the public benefit of the inhabitants of the area.

4. Powers

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

- (a) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. Kent Tennis must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (b) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (c) sell, lease or otherwise dispose of all or any part of the property belonging to Kent Tennis. In exercising this power, Kent Tennis must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (d) employ and remunerate such staff as are necessary for carrying out the work of Kent Tennis. Kent Tennis 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 those clauses;



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- (e) deposit or invest funds, employ a professional fund manager, and arrange for the investments or other property of Kent Tennis 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.

5. Application of income and property

The income and property of Kent Tennis must be applied solely towards the promotion of the objects but:

- (a) A charity trustee is entitled to be reimbursed from the property of Kent Tennis reasonable expenses properly incurred by him or her when acting on behalf of Kent Tennis.
- (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at Kent Tennis's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (c) None of the income or property of Kent Tennis may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of Kent Tennis. This does not prevent a member who is not also a charity trustee receiving:
 - (i) a benefit from Kent Tennis as a beneficiary of Kent Tennis;
 - (ii) reasonable and proper remuneration for any goods or services supplied to Kent Tennis.
 - (iii) 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

(a) General provisions

No charity trustee or connected person may:

- (i) buy or receive any goods or services from Kent Tennis on terms preferential to those applicable to members of the public;
- (ii) sell goods, services, or any interest in land to Kent Tennis;
- (iii) be employed by, or receive any remuneration from, Kent Tennis;
- (iv) receive any other financial benefit from Kent Tennis; unless the payment or benefit is permitted by sub-clause (b) of this clause or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.



(b) Scope and powers permitting trustees' or connected persons' benefits

- (i) A charity trustee or connected person may receive a benefit from Kent Tennis as a beneficiary of Kent Tennis provided that it is available generally to the beneficiaries of Kent Tennis.
- (ii) 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 Kent Tennis where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (iii) Subject to sub-clause (c) of this clause a charity trustee or connected person may provide Kent Tennis with goods that are not supplied in connection with services provided to Kent Tennis by the charity trustee or connected person.
- (iv) A charity trustee or connected person may receive interest on money lent to Kent Tennis at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (v) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to Kent Tennis. 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.
- (vi) A charity trustee or connected person may take part in the normal trading and fundraising activities of Kent Tennis on the same terms as members of the public.

(c) Payment for supply of goods only - controls

- (i) If the charity trustees are satisfied that it is in the best interests of Kent Tennis to contract with a supplier of goods being a charity trustee or a connected person, rather than a supplier who is not a charity trustee or connected person, they may so contract provided that:
 - A. in reaching such a decision the charity trustees balance the advantages of such contract for Kent Tennis against its disadvantages. The amount or maximum amount of the payment for the goods is set out in a written agreement between Kent Tennis and the charity trustee or connected person supplying the goods ("the supplier").
 - B. 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.
 - C. The other charity trustees are satisfied that it is in the best interests of Kent Tennis to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity



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trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

- D. 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 Kent Tennis.
- E. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- F. The reason for their decision is recorded by the charity trustees in the minute book.
- G. A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.
- (ii) In sub-clause (i) of this clause “Kent Tennis” includes any company in which Kent Tennis:
 - A. holds more than 50% of the shares; or
 - B. controls more than 50% of the voting rights attached to the shares; or
 - C. has the right to appoint one or more directors to the board of the company;
- (iii) In sub-clause (i) of this clause “connected person” includes any person within the definition set out in clause 30 (Interpretation).

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with Kent Tennis or in any transaction or arrangement entered into by Kent Tennis which has not previously been declared; and
- (b) 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 Kent Tennis 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 in any decision of the charity trustees on the matter.

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

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



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9. Membership and administration of Kent Tennis

(a) Eligibility

- (i) A member may be an individual, a corporate body, a trust or an unincorporated organisation.

(b) Places to Play

- (i) Organisations (whether corporate bodies, trusts or unincorporated organisations) that have facilities for the playing of tennis and padel tennis within the County may become a member of Kent Tennis.
- (ii) Such organisations may be Private members' clubs, proprietary clubs or commercial tennis clubs, park-based tennis programmes, school-based tennis programmes, indoor pay and play tennis centres, tennis academies, further or higher education establishments, community leisure centres or other places entitled to register with the LTA as a registered venue.
- (iii) Such members should nominate a delegate of their organisation to represent them at members' meetings of Kent Tennis.
- (iv) The nominated delegate shall be notified in writing to the Secretary of Kent Tennis and must also agree in writing to being so nominated.

(c) Honorary Members

- (i) Kent Tennis may confer the title of Honorary Life President, or Honorary Life Vice President on any individual who has rendered special service to tennis or padel tennis in Kent, and they thereby become a member of Kent Tennis.
- (ii) The Honorary Life President, or Honorary Life Vice Presidents are not entitled to vote at annual or other general meetings of Kent Tennis.

(d) Admission procedure

- (i) The charity trustees:
 - A. may require applications for membership to be made in any reasonable way that they decide;
 - B. may require applicants to register with the Lawn Tennis Association Limited under its Venue Registration Regulations which assure minimum safeguarding standards are met;
 - C. may refuse an application for membership if they believe that it is in the best interests of Kent Tennis for them to do so;



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- D. shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 30 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- D. 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.
- (ii) The charity trustees will keep a register of members which will include details of the names, addresses and contact details of each nominated member for registered venues.
- (iii) In considering applications for membership the charity trustees shall have regard to the playing facilities available and may from time to time decide that Kent Tennis shall be closed to new applications for membership for such period as it may decide.

(e) **Transfer of membership**

- (i) Membership of Kent Tennis cannot be transferred.

(f) **Duty of members**

- (i) It is the duty of each member of Kent Tennis to exercise their powers as a member of Kent Tennis in the way he or she decides in good faith would be most likely to further the purposes of Kent Tennis.
- (ii) All members are deemed to have accepted the regulations of this constitution and the rules and codes of conduct adopted by Kent Tennis.
- (iii) All members are deemed to have agreed to be bound by and subject to the LTA Rules.
- (iv) All members must ensure their individual players are subject to the LTA Disciplinary Code.

(g) **Termination of membership**

Membership of Kent Tennis comes to an end if:

- (i) the individual member dies, or if not a natural person, that body ceases to exist; or
- (ii) the member sends a notice of resignation or intention to de-register to the charity trustees; or
- (iii) any sum of money owed by the member to Kent Tennis is not paid in full within six months of its falling due; or



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- (iv) the charity trustees decide that it is in the best interests of Kent Tennis that the member in question should be removed from membership and pass a resolution to that effect.
- (v) the member, being a natural person, is expelled from Kent Tennis under the LTA Disciplinary Rules.

Before the charity trustees take any decision to remove someone from membership of Kent Tennis they must

- (vi) inform the member of the reasons why it is proposed to remove them from the membership;
- (vii) give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why they should not be removed from membership;
- (viii) at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
- (ix) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (x) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.
- (xi) A member whose membership of Kent Tennis is removed under Clause 9 may, within 28 days from the decision of the charity trustees, request the President of the LTA to nominate three persons whom he or she considers to be suitably qualified to constitute a panel to hear an appeal against the decision to remove them from membership of Kent Tennis, and the procedure for such an appeal shall be decided by the panel and its decision shall be final and binding on both parties except for any request for a judicial review of the decision.

(h) **Membership fees and subscriptions**

- (i) Kent Tennis may require members to pay reasonable membership subscriptions as may be decided by Kent Tennis in Annual General Meeting. Subscriptions shall be due on 1 October in each year and payable by 30 November. These are payable in addition to any fees payable in relation to the Lawn Tennis Association Limited under its Venue Registration Regulations.

(j) **Non-voting membership**

- (i) Honorary members shall not be entitled to vote on any resolution.
- (ii) No additional classes of membership may be created by the charity trustees without a change to the constitution as described in clause 28.



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10. Members' decisions

(a) General provisions

- (i) Except for those decisions that must be taken in a particular way as indicated in sub-clause (d) of this clause, decisions of the members of Kent Tennis may be taken either by vote at a general meeting as provided in sub-clause (b) of this clause or by written resolution as provided in sub-clause (c) of this clause.

(b) Taking decisions by vote

- (i) Subject to sub-clause (d) of this clause, any decision of the members of Kent Tennis may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of all the votes cast by members or their authorised representatives at the meeting.

(c) Taking decisions by written resolution without a general meeting

- (i) A minimum of 10% of the members of Kent Tennis may request the charity trustees to make a proposal for decision by the members.
- (ii) The charity trustees must within 21 days of receiving such a request comply with it if:
 - A The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
 - B The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
 - C Effect can lawfully be given to the proposal if it is so agreed.
- (iii) Subject to sub-clause (iv) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
 - A. a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - B. a simple majority of members has signified its agreement to the resolution in a physical or electronic document or documents received at the principal office within the period of 28 days beginning with the circulation date.
- (iv) The resolution in writing may comprise several copies to which one or more members has signified their agreement.
- (v) Eligibility to vote on the resolution is limited to members who are members of Kent Tennis on the date when the proposal is first circulated in accordance with paragraph (c)(iii)A above.



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(vi) Sub-clauses (i) to (iii) of this clause apply to a proposal made at the request of members.

(d) Decisions that must be taken in a particular way

- (i) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).
- (ii) Any decision to wind up or dissolve Kent Tennis 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 Kent Tennis to one or more other Charitable Incorporated Organisation must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings of members

(a) Types of general meeting and proceedings of general meetings

There must be an annual general meeting (AGM) of the members of Kent Tennis. The first AGM must be held within 18 months of the registration of Kent Tennis, and subsequent AGMs must be held within 4 months of the financial year end which is 31 December. The date of the AGM will be published by the financial year end.

At each annual general meeting the following business will be transacted:

- (i) To approve the minutes of the previous AGM and consider matters arising, followed by the Chair's address and a report from the treasurer.
- (ii) To receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report.
- (iii) To elect officers and charity trustees as required under clause 13. Nominations for the posts of officers or charity trustees shall be in writing, proposed by a Trustee, member club, venue and/or organisation of Kent Tennis and must be signed by the person being proposed to show their willingness to be appointed. Nominations must be received by the Secretary by 28 February. Nominations received after 28 February will not be considered.
- (iv) To consider any resolutions included on the agenda. Resolutions must be proposed by a Trustee, member club, venue and/or organisation of Kent Tennis, submitted in writing and received by the Secretary by 28 February.
- (v) To transact any other business.



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

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

(b) Calling general meetings

- (i) The charity trustees:
 - A. must call the annual general meeting of the members of Kent Tennis in accordance with sub-clause (a) of this clause, and identify it as such in the notice of the meeting; and
 - B. may call any other general meeting of the members at any time.
- (ii) The charity trustees must, within 21 days of receipt of a request to do so, call a general meeting of the members of Kent Tennis if:
 - A. they receive a request to do so from at least 10% of the members of Kent Tennis; and
 - B. 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.
- (iii) If, at the time of any such request, there has not been any general meeting of the members of Kent Tennis for more than 12 months, then sub-clause (ii)(A) of this clause shall have effect as if 5% were substituted for 10%.
- (iv) Any such request must include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (v) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- (vi) Any general meeting called by the charity trustees at the request of the members of Kent Tennis must be held within 28 days from the date on which it is called.
- (vii) 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.
- (viii) 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.
- (ix) Kent Tennis must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the



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meeting, but Kent Tennis shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

(c) Notice of general meetings

- (i) The charity trustees, or, as the case may be, the relevant members of Kent Tennis, must give at least 21 clear days' notice of any general meeting to all of the members, and to any charity trustee of Kent Tennis who is not a member.
- (ii) if it is agreed by not less than 90% of all members of Kent Tennis, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (C)(i) 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.

(iii) The notice of any general meeting must:

- A. state the time and date of the meeting;
 - B. give the address at which the meeting is to take place;
 - C. 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
 - D. if a proposal to alter the constitution of Kent Tennis is to be considered at the meeting, include the text of the proposed alteration;
 - E. 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 charity trustee, any other document necessary to the proper conduct of the meeting and where allowed under clause 22 (Use of electronic communication), details of where the information may be found on Kent Tennis's website.
- (iv) 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.
 - (v) 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 accident.

(d) Chairing of general meetings

The Chair of Kent Tennis shall, if present at the general meeting and willing to act, preside as Chair of the meeting. Subject to that, the members of Kent Tennis who are present at a general meeting shall elect a Chair to preside at the meeting.



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(e) **Quorum at general meetings**

- (a) No business may be transacted at any general meeting of the members of Kent Tennis unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be of 5% of voting members or ten members, whichever is greater.
- (c) 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.
- (d) 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 Kent Tennis's members at least seven clear days before the date on which it will resume.
- (e) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the charity 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.

f) **Voting at general meetings**

- (i) Any decision other than one falling within clause 10(d) (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 with the exception of honorary members, who have no vote. Those members who pay a subscription to Kent Tennis have an additional vote. Votes cast at any general meeting shall include proxy votes, as long as (i) the holder of such a proxy has notified the secretary of its existence before the beginning of the meeting, and (ii) the proxy has been granted on the prescribed form, which will be made available to members when they receive notice of the meeting.
- (ii) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the Chair or by at least 10% of the members present in person at the meeting.
- (iii) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the Chair of the



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meeting shall decide. Provided that the poll must be taken and the result of the poll announced, within 30 days of the demand for the poll.

- (iv) A poll may be taken:
 - A. at the meeting at which it was demanded; or
 - B. at some other time and place specified by the Chair; or
 - C. through the use of postal or electronic communications.
- (v) In the event of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall have a second, or casting vote.
- (vi) 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.
- (f) **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

- (a) **Functions and duties of charity trustees**
 - (i) The charity trustees shall manage the affairs of Kent Tennis and may for that purpose exercise all the powers of Kent Tennis.
 - (ii) It is the duty of each charity trustee to exercise his or her powers and to perform his or her functions as a trustee of Kent Tennis in the way he or she decides in good faith would be most likely to further the purposes of Kent Tennis; and
 - (iii) It is the duty of each charity trustee to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - A. any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - B. if he or she acts as a charity trustee of Kent Tennis 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.
- (b) **Eligibility for trusteeship**
 - (i) Every charity trustee must be a natural person.



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- (ii) No one may be appointed as a charity trustee:
 - A. if he or she is under the age of 18 years; or
 - B. if he or she would automatically cease to hold office under the provisions of clause 15(e).
- (iii) No one is entitled to act as a charity trustee whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

(c) Number of charity trustees

- (i) There must be at least five 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.
- (ii) The maximum number of charity trustees is ten. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

(d) First charity trustees

The first charity trustees of Kent Tennis are Malcolm Smith, Jason Baker, Nigel Jordan, John Ratcliffe, Adrian Packer & Anna Wilson

13. Appointment of officers and charity trustees

(a) Officers

- (i) The Officers of Kent Tennis will be the Chair, Secretary and Treasurer,
- (ii) Officers shall be elected at the Annual General Meeting of Kent Tennis. Officers are elected for a period of three years and may then stand for re-election.
- (iii) In the event of a vacancy arising during the year in any office of Kent Tennis, the trustees shall choose one of their number to fill such vacancy until the ensuing Annual General Meeting.

(b) Charity trustees

- (i) The trustees of Kent Tennis will consist of the Officers of Kent Tennis together with up to seven other members of Kent Tennis, who shall be elected at the Annual General Meeting of Kent Tennis
- (ii) All trustees will be required to agree in writing to act as trustees of Kent Tennis.



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- (iii) All trustees and officers shall retire from office at the first AGM but may stand for re-election.
- (iv) The trustees may from time to time co-opt further members of Kent Tennis to serve as trustees until the ensuing Annual General Meeting, whether to fill a vacancy that has arisen, or as additional members, except that the total number of trustees (including Officers) shall at no time exceed ten.
- (v) The trustees will meet at least three times per year. A quorum at meetings of the trustees shall be three or one half of the charity trustees, whichever is the greater, at least two of whom must be Officers of Kent Tennis.

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:

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of Kent Tennis's latest trustees' annual report and statement of accounts.

15. Retirement or removal of charity trustees

A charity trustee ceases to hold office if he or she:

- (a) retires by notifying Kent Tennis in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the charity trustees resolve that his or her office be vacated;
- (c) dies;
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (e) 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 of that provision).
- (f) ceases to be a member of Kent Tennis



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16. Election/appointment/reappointment of charity trustees

(a) Election/Appointment of charity trustees

- (i) At the first annual general meeting of the members of Kent Tennis all the charity trustees shall retire from office
- (ii) At every subsequent annual general meeting of the members of Kent Tennis, 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 nearest to one third shall retire from office.
- (iii) The charity trustees to retire by rotation shall be those who have been longest in office since their appointment or last reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- (iv) 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 by sub-clause (v) of this clause.
- (v) 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 15 (Retirement or removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause 12(c) on the number of charity trustees would not as a result be exceeded.
- (vi) A person so appointed by the members of Kent Tennis shall retire in accordance with the provisions of sub-clauses (ii) and (iii) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

(b) Re-appointment of charity trustees

Any person who retires as a charity trustee by rotation or by giving notice to Kent Tennis is eligible for reappointment. A charity trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.

17. Taking of decisions by charity trustees

Any decision may be taken either:

- (a) at a meeting of the charity trustees; or



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(b) by resolution in writing or electronic form agreed by all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement.

18. Delegation by charity trustees

(a) The charity trustees may delegate any of their powers or functions to a member of staff, a committee or committees or named volunteer or volunteers, 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.

(b) 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:

- (i) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
- (ii) 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
- (iii) 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

(a) Calling meetings

- (i) Any charity trustee may call a meeting of the charity trustees.
- (ii) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(b) Chairing of meetings

The Chair of Kent Tennis shall chair the meetings of charity trustees. If he or she 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.



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(c) **Procedure at meetings**

- (i) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is 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.
- (ii) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (iii) In the case of an equality of votes, the Chair shall have a second or casting vote.

(d) **Participation in meetings by electronic means**

- (i) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (ii) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (iii) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

20. Saving provisions

- (a) Subject to sub-clause (b) 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 not entitled to vote on the matter, whether by reason of a conflict of interest 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.
- (b) Sub-clause (a) 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, but for clause (a), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

- (a) Kent Tennis shall execute documents by the signature of trustees
- (b) A document is validly executed by signature if it is signed by at least two of the charity trustees.



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22. Use of electronic communications

(a) General

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

- (i) 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;
- (ii) any requirements to provide information to the Commission in a particular form or manner.
- (iii) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;
- (iv) send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

(b) To Kent Tennis

Any member or charity trustee of Kent Tennis may communicate electronically with Kent Tennis to an address specified by Kent Tennis for the purpose, so long as the communication is authenticated in a manner which is satisfactory to Kent Tennis.

(c) By Kent Tennis

- (i) Any member or charity trustee of Kent Tennis, by providing Kent Tennis with his or her email address or similar, is taken to have agreed to receive communications from Kent Tennis in electronic form at that address, unless the member has indicated to Kent Tennis his or her unwillingness to receive such communications in that form.
- (ii) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:--
 - A. provide the members with the notice referred to in clause 11(c) (Notice of general meetings);
 - B. give charity trustees notice of their meetings in accordance with clause 19(a) (Calling meetings).

23. Keeping of Registers

Kent Tennis 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 trustees must keep minutes of all:



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- (a) appointments of officers made by the charity trustees;
- (b) proceedings at general meetings of Kent Tennis;
- (c) 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;
- (d) decisions made by the charity trustees otherwise than in meetings.

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

- (a) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of 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 Kent Tennis, within 10 months of the financial year end.
- (b) The charity trustees must inform the Charity Commission within 28 days of any change in the particulars of Kent Tennis entered on the Central Register of Charities.

26. Rules

- (a) 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 Kent Tennis, 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 Kent Tennis on request.
- (b) Each member of Kent Tennis shall be required in connection with the game of tennis and padel tennis to conform to the standards of fair play, courtesy and personal deportment prescribed by the bye laws and regulations for the time being of the LTA.
- (c) Kent Tennis shall have the powers and procedures for the enforcement of the requirement in Clause 26(b). These are set out in the Schedule of Disciplinary Procedures (Appendix 1) and shall stand as part of the Constitution and be subject to the same provisions of the Constitution regarding amendment.



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27. Disputes

If a dispute arises between members of Kent Tennis 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:

- (a) This constitution can only be amended:
 - (i) by resolution agreed in writing by all members of Kent Tennis or
 - (ii) by a resolution passed by a two-thirds majority of votes cast at a general meeting of the members of Kent Tennis.
- (b) Any alteration of clause 1 (CIO name and membership of the LTA), 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 Kent Tennis or persons connected with them, requires the prior written consent of the Charity Commission.
- (c) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (d) A copy of any resolution altering the constitution, together with a copy of the Kent Tennis 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

- (a) As provided by the Dissolution Regulations, Kent Tennis may be dissolved by resolution of its members.
- (b) Any decision by the members to wind up or dissolve Kent Tennis can only be made:
 - (i) at a general meeting of the members of Kent Tennis called in accordance with clause 11 (General Meetings of Members), of which not less than 21 days' notice has been given to those eligible to attend and vote:
 - (ii) by a resolution passed by a 75% majority of those voting, or



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- (iii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - (iv) by a resolution agreed in writing by all members of Kent Tennis.
- (c) Subject to the payment of all Kent Tennis's debts:
- (i) Any resolution for the winding up of Kent Tennis, or for the dissolution of Kent Tennis without winding up, may contain a provision directing how any remaining assets of Kent Tennis shall be applied.
 - (ii) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of Kent Tennis shall be applied.
 - (iii) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of Kent Tennis.
- (d) Kent Tennis must observe the requirements of the Dissolution Regulations in applying to the Commission for Kent Tennis to be removed from the Register of Charities, and in particular:
- (i) the charity trustees must send with their application to the Commission:
 - A. a copy of the resolution passed by the members of Kent Tennis;
 - B. a declaration by the charity trustees that any debts and other liabilities of Kent Tennis have been settled or otherwise provided for in full; and
 - C. a statement by the charity trustees setting out the way in which any property of Kent Tennis has been or is to be applied prior to its dissolution in accordance with this constitution;
 - (ii) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of Kent Tennis who was not privy to the application.
- (e) If Kent Tennis is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

Section 118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.

In this constitution:

“charity trustee” or **“trustee”** means a charity trustee of Kent Tennis.



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“Commission” means the Charity Commission

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

“connected person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled
 - (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which:
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

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

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

“LTA” means the Lawn Tennis Association Ltd, which is the National Governing Body for tennis and padel tennis in Great Britain, Channel Islands and the Isle of Man.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.



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Appendix 1 - Schedule of Disciplinary Procedures

A1 Requirements of the Schedule

This Schedule is referred to under clause 26(c) of the Constitution of Kent Tennis Charitable Incorporated Organisation and prescribes the powers and procedures for enforcement. It will follow the LTA disciplinary procedures and any variations thereof that are made from time to time. Kent Tennis shall act through its Conduct and Disciplinary Committees for the enforcement of standards prescribed in clause 26(c) of the Constitution. Kent Tennis shall have additional powers as set out in the clauses below.

A2 Receipt of allegation

Any person making a complaint against one or more members of Kent Tennis under the terms of clause 26(c) of the Constitution, must do so in writing to the Secretary or the Chair of Kent Tennis.

A3 Conduct Committee

The charity trustees of Kent Tennis shall appoint their Conduct Committee through the power to appoint committees under clause 18(a) of the Constitution. The Conduct Committee shall be responsible for investigating complaints against Kent Tennis's members and to determine whether a disciplinary offence should be referred to Kent Tennis's Disciplinary Committee.

The Conduct Committee shall consist of no fewer than three members of Kent Tennis and no more than five. A quorum for any meeting shall be three of its members. It shall act by simple majority vote and its appointed Chair, or whomsoever in his or her absence the Conduct Committee shall select to chair its meeting, shall have a second, or casting vote in the event that there is parity of voting.

A4 Disciplinary Committee.

The charity trustees of Kent Tennis shall appoint the Disciplinary Committee through their power to appoint committees under clause 18(a) of the Constitution. The Disciplinary Committee shall, determine sanctions for offences admitted by the defendant, hear charges of offences and determine whether those charges are proved and if proved, to determine the sanction imposed.

The Disciplinary Committee shall consist of no fewer than three members of Kent Tennis and no more than five. At least three of its members must be present when it makes a decision to uphold a complaint and impose sanctions on the offending member. It shall act by simple majority vote and its appointed Chair, or whomsoever in his absence the Disciplinary Committee shall select to chair its meeting, shall have a second, or casting vote in the event that there is parity of voting.



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A5 Conflicts of Interest and Independence of the Conduct and Disciplinary Committees

Any member of either the Conduct or Disciplinary Committee who is in any way personally involved in the allegations within a complaint will be disqualified from participating in either Committee's handling of the complaint.

A member of Kent Tennis must not be a member of both the Conduct and Disciplinary Committees.

A6 Complaints Process

A6.1 Notice of Meetings.

Where a written complaint is made, or a matter otherwise comes to the attention of the Conduct Committee, it shall first consider whether such complaint or matter falls within the scope of the Disciplinary Rules and whether further action is warranted. Normally no action will be taken in respect of a complaint relating to an alleged offence which occurred three months or more prior to a formal complaint in writing made to the appropriate Officer. If it does take action the Conduct Committee secretary shall first write to the Defendant, seeking the Defendant's comments on the substance of the complaint or matter that has been raised. The Conduct Committee shall also be entitled to make such further investigations and enquiries as it in its absolute discretion considers appropriate.

The Conduct Committee shall also be entitled to seek advice both from within Kent Tennis and from the LTA, and to obtain external legal advice.

A6.2 Complaint not justified.

If the Conduct Committee decides that the complaint is not justified, all parties shall be notified and the matter ended.

A6.3 Complaint justified

If the Conduct Committee decides that the complaint is justified, it may, in its absolute discretion, offer a verbal caution to the offending member, which if accepted, ends the matter.

If the caution is not accepted by the offending member, or the Conduct Committee does not feel a caution is appropriate, it shall refer the case to a hearing by the Disciplinary Committee. The Defendant shall be notified, in writing, within two weeks of this decision and of his or her right to make a written submission to the Disciplinary Committee and to attend the hearing. The Defendant shall have the right to be represented by legal counsel of his or her choice or may be accompanied by a person to speak on their behalf. The Disciplinary Committee shall give at least two weeks' notice of the hearing to the Defendant.

A6.4 Disciplinary Committee's Sanctions



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If after the hearing the complaint is upheld, the Disciplinary Committee may in its absolute discretion:

- (a) Give a written reprimand to the offending member(s); OR
- (b) Suspend the offending member(s) from all or some of the competitions sponsored or licensed by Kent Tennis for such period as it shall determine; OR
- (c) Suspend the offending member(s) from attending Kent Tennis for such period as it shall determine; OR
- (d) Expel the offending member(s) from Kent Tennis.

Any sanctions imposed by the Disciplinary Committee must be communicated to the offending member(s) in writing within 21 days of the hearing.

Any sanction imposed by the Disciplinary Committee shall take effect as soon as time for appeal has elapsed except that if the Defendant has filed Notice of Appeal within the time allowed the Sanction shall not take effect until such Appeal has been determined.

A6.5 Appeal

Every Defendant found guilty of an offence by Kent Tennis Disciplinary Committee has the right of appeal to the Disciplinary Committee. Appeals must be in writing and lodged with the Secretary of Kent Tennis within 21 days of the written communication of Kent Tennis's Disciplinary Committee's decision to the Defendant. No further subsequent appeal is allowed.

A6.6 Referral to the LTA

The Disciplinary Committee at any time may refer a complaint to the LTA for its consideration. The LTA may decline to accept the referral in which case Kent Tennis must hear the case. If the LTA accepts the referral then the County Disciplinary Committee shall have fully discharged its responsibilities under this Schedule



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Date Approved

Signed

Name

Position

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