



## DURHAM & CLEVELAND COUNTY LAWN TENNIS ASSOCIATION

(Updated 18<sup>th</sup> April, 2024)

### 1. Name

The association is called “The Durham & Cleveland Lawn Tennis Association” (“the Association”).

#### Boundary

The boundary of The Association shall be laid down by or agreed with the L.T.A.

### 2. Definitions

2.1 In these rules, unless the context otherwise requires:

- “**associate**” is an entity which is registered as an associate by The Durham & Cleveland Lawn Tennis Association pursuant to the LTA Rules;
- “**The Committee**” means the body elected annually at the AGM to conduct and safeguard the business of The Association;
- “**the President**” means the person appointed from time to time to be the President of the Association in accordance with rule 7;
- “**the Chair**” means the person elected from time to time to be the Chair of the Association in accordance with rule 7;
- “**the County**” means the County of Durham & Cleveland;
- ‘**Councillor**’ means a Councillor of the LTA;
- ‘**Ex Officio**’ means a person nominated from time to time by the Executive Committee to represent a Sub-Committee of the Association and who shall serve as a member of the Committee in accordance with rule 7;
- “**the Game**” means the games of tennis and padel and other games that may come within the remit of the LTA;
- “**Honorary Secretary**” means the person elected from time to time to be the Honorary Secretary of the Association in accordance with rule 7;
- “**Honorary Treasurer**” means the person elected from time to time to be the Honorary Treasurer of the Association in accordance with rule 7;
- “**the LTA**” means the Lawn Tennis Association (the governing body of tennis and padel within Great Britain, Channel Islands and Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis and padel within Great Britain, Channel Islands and the Isle of Man from time to time;
- “**LTA Disciplinary Code**” means the disciplinary code of the LTA in force from time to time;
- “**LTA Rules**” means the rules of the LTA as in force from time to time;
- “**the Members**” means the members of the Association admitted from time to time to membership of the Association in accordance with rule 4.1;
- “**the Trustees**” means the persons appointed from time to time to be the trustees of the Association in accordance with rule 8.



2.2 Words denoting the singular number include the plural number and vice versa; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

### **3 Objects**

3.1 The objects of the Association are:

- a) to act jointly with the LTA as the governing body for the Game within the County, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game and generally to do all such acts, matters and things in connection with, or incidental, thereto;
- b) to take and retain a membership interest with the LTA and to comply with and uphold throughout the County the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any person or body to which the LTA is registered or affiliated;
- c) subject to the LTA Rules and the LTA Disciplinary Code, to make, amend and revoke rules and regulations for the control and governance of the Game in the County and for the disciplining of players, officials, coaches and others involved within the Game, and to comply with and uphold these rules;
- d) to accept all duties and powers delegated to it by the LTA and to appoint a representative or representatives for the County to the Council of the LTA;
- e) to promote, arrange and regulate inter-county matches, county championships, tournaments, inter-club and county competitions and junior activities at all levels and age groups and to select teams for inter-county matches and competitions and generally to do all such acts, matters and things in connection with, or incidental, thereto;
- f) subject to the LTA Rules, the LTA Disciplinary Code and the LTA's wider jurisdiction, to consider and resolve disputes, and enforce any award or decision, arising in connection with the Game in the County or otherwise delegated to it by the LTA and to provide by these rules, regulations, bye-laws or otherwise for a process to govern such disputes;
- g) to acquire, dispose of, establish, own, lease, operate, use and turn to account in any way tennis and padel court facilities within the County together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- h) to employ Officers, servants and employees of all sorts, and to remunerate them; and pay or make provisions for pensions, gratuities and like benefits for any persons who are or have been officers, servants or employees or their dependants;
- i) to borrow or raise money for the purpose of The Association on such terms and on such security as may be thought fit;
- j) to arrange, purchase and distribute tickets allocated to the County for The Championships in accordance with the guidelines laid down by the LTA and the ticket terms and conditions issued by The All England Lawn Tennis and Croquet Club;
- k) to promote the teaching of the Game and the development of tennis and padel in the County and in particular the development of junior tennis and padel in the County



and to promote, encourage and support coach education, the function of competition organisers, referees and umpires and the training of coaches, teachers, competition organisers, referees and umpires;

- l) to advance and safeguard the interests of the players of the Game at all levels within the County and to work with the LTA in furthering the tennis and/or padel career of any person or persons of any age ordinarily resident in the County; and
- m) to do all such other things as the Committee thinks fit to further the interests of the Association, to advance and safeguard the interests of the Game, to promote increase in participation at all levels of the Game or to be incidental or conducive to the attainment of all or any of the objects stated in this rule 3.

3.2 The funds or other property of the Association shall not be paid to or distributed among the Members, but shall be applied towards the furtherance of the Association's objects or for any similar charitable purpose.

#### **4 Membership**

4.1 An entity shall qualify for full membership of the Association if the Committee of the Association deems (in accordance with the LTA's guidelines) that such entity provides organised tennis or padel opportunities and that entity has a current, fully-paid annual registration with the LTA. Such an entity shall include, but not be limited to:

- (a) a members' or commercial tennis or padel club;
- (b) an indoor pay and play tennis or padel centre;

4.2 An entity shall qualify for associate membership of the Association if the Committee of the Association deems (in accordance with the LTA's guidelines) that such entity provides organised tennis or padel opportunities and that entity has a current, fully-paid annual registration with the LTA.. Such an entity shall include, but not be limited to:

- (c) a park-based tennis or padel programme;
- (d) a school-based tennis or padel programme for the community which operates out of curriculum hours;
- (e) a tennis or padel academy; and/or
- (f) a further education or higher education tennis or padel club,
- (g) a local authority

provided, in each case, that it has a written constitution or set of rules governing its operation approved by the Committee.

4.2 If a dispute arises as to whether an entity qualifies to be registered, the Committee shall refer the matter to the President of the LTA whose decision on the matter shall be final.

4.3 Any entity which wishes to become a Member or Associate Member must annually complete the LTA Venue Registration process or submit an application in such form as the Committee shall decide. Subject to rule 4.1 and rule 4.2, election to membership shall be in the sole discretion of the Committee.

4.4 Each Member agrees as a condition of membership of the Association and association with the LTA:

- (a) to be bound by and subject to these rules (as in force from time to time);
- (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code; and
- (c) to ensure that its underlying members, any non-accredited coaches and, so far as reasonably practicable, players using its facilities (the 'Member's connected parties') are bound by and subject to the LTA Rules and the LTA Disciplinary Code by obtaining



the formal agreement of the Member's connected parties, as a condition of membership, association, registration, election or as otherwise appropriate, to be bound by and subject to the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA can enforce any breach at its option and in its discretion.

- 4.5 Rule 4. confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the associates do not intend that any term of these rules, apart from rule 4.4, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
- 4.6 The LTA and the Committee may terminate the registration, membership and association of any entity, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership and association set out in this rule. Rule 6 shall not apply to such termination.
- 4.7 A Member may withdraw from membership of the Association on 28 days clear notice to the Association, Membership shall not be transferable in any event and shall cease immediately on death or dissolution.
- 4.8 As decided from time to time by the committee, the Association may admit the following as members of the Association but such affiliates shall not be entitled to vote at annual and extraordinary general meetings;
- a) Other clubs, individuals, organisations, corporate bodies, or patrons of the Association.
  - (b) Sponsorship or patronage in itself does not confer any rights to take part in the management of the Association or to vote at annual or extraordinary general meetings. However, subscribers i.e. patrons shall receive such benefits as the Association may from time to time bestow.
  - (d) Honorary Life Vice-Presidents, Vice-Presidents and Honorary Members are not as such entitled to vote at annual or extraordinary general meetings of the Association but may attend and speak on such matters as they think fit.

## **5. Entrance fee and subscription**

- 5.1 The annual subscription for each type of Member referred to in rule 4.1 shall be determined from time to time by the Committee and shall be effective for that year.
- 5.2 Any Member whose subscription fee is not paid by such date as the Committee shall decide each year shall be deemed to have resigned his membership of the Association.

## **6. Expulsion**

- 6.1 Subject to the remaining provisions of this rule, the Committee shall have power to expel a Member if it in its sole discretion determines that it would be in the best interests of the Association to do so.  
A Member shall not be expelled unless he is given 14 days' written notice to attend a meeting of the Committee and written details of the complaint made against him
- 6.2 If two-thirds of the Committee then present vote in favour of his expulsion The Member shall be given an opportunity to appear before the Committee to answer complaints made against him and must not be expelled unless at least.



## 7. The Committee

- 7.1 The Association shall be managed by a Committee of not less than four and subject to a maximum of twelve individuals. The members of the Committee may exercise all the powers of the Association for the purpose of the management of the Association.
- 7.2 The following officers shall be members of the Committee:
- (a) the Chair;
  - (b) the Honorary Secretary;
  - (c) the Honorary Treasurer.
- 7.3 The Association agrees that each member of the Committee, will be required, as a condition of election or appointment, to agree to be bound in writing by and subject to these rules, the LTA Rules and the LTA Disciplinary Code, such agreement to express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Association can enforce any reach at its option and in its sole discretion.
- 7.4 The members of the Committee may delegate any of the powers which are conferred on them by these rules to such person, or committee, by such means (including by power of attorney), to such an extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Committee specify, any such delegation may authorise further delegation of the members' powers. The members of the Committee may revoke any delegation or alter its terms and conditions.
- 7.5 In addition to the officers listed in rule 7.2 above there shall be up to nine elected members of the Committee. The President shall be entitled to attend and participate in Committee meetings but shall not have a vote.
- 7.6 The Honorary Secretary shall send to each Member a nomination form for the nomination of Officers and members of the Executive Committee. A Member may only nominate one person for any one vacancy. Nominations must be made on nomination form prescribed by the Executive Committee and must be submitted to the Honorary Secretary by such time as the Executive Committee shall prescribe. The Executive Committee may also complete a nomination form for the nomination of Officers, members and Ex Officio members of the Committee.
- 7.7 Any person nominated as a member of the Committee may be nominated for more than one post.
- 7.8 If there is only one candidate nominated to fill any particular post, that candidate shall be declared elected unopposed for that particular post at the next annual general meeting. If there is more than one candidate for any particular post there shall be an election at the annual general meeting for that position.
- 7.9 **The Committee may appoint a President, Life Vice-Presidents, Vice-Presidents and Patrons as deemed to be appropriate from time to time. The Committee may appoint the Chair of any Sub-Committee formed under instruction from the Committee to act as an Ex Officio member of the Committee with the same rights of membership and voting as elected members of the Committee.**
- 7.10 The Committee shall be elected at the Annual General Meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the Annual General Meeting following their re-election or election (as the case may be). The Chair, Honorary



Secretary and Honorary Treasurer shall be elected for a period of three years, and all other committee members for a period of one year.

- 7.11 **Officers and Members of the Committee may serve for a maximum term limit of 9 years.**
- 7.12 **In addition to the members elected or appointed in accordance with other clauses in rule 7, the Committee may co-opt further persons who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Committee. At the discretion of the chair, any other person may be invited to attend and, if applicable, to speak at a meeting of the Executive Committee.**
- 7.13 The Committee may appoint any person to fill any casual vacancy on the Committee until the next Annual General Meeting when that person shall retire but shall be eligible for re-election.
- 7.14 A member of the Committee shall be deemed to have vacated office if:
- (a) they become bankrupt or make any arrangement or composition with their creditors generally; or
  - (b) a registered medical practitioner who is treating that person gives a written opinion to the Committee stating that that person has become physically or mentally incapable of acting as a member of the Committee and may remain so for more than three months; or
  - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
  - (d) they resign their office by notice to the Association; or
  - (e) they are absent without sufficient reason for more than three consecutive meetings of the Committee without permission of the Committee and the Committee resolves that their office be vacated; or
  - (f) they are suspended from holding office or from taking part in any activity relating to the administration or management of the Association by a decision of the LTA; or
  - (g) they are requested to resign by all the other Committee members acting together.
- 7.15 Any person accepting election or nomination to the Committee who has any financial interest in the Game must, before their election or nomination, state in writing to the Association all such interests. Failure to do so will lead to automatic disqualification from Committee membership. The Committee has the right to veto such an election if in its opinion, it is not in the best interests of the Game.

## **8. Proceedings of the Committee**

- 8.1 Committee meetings shall be held as often as the Committee thinks fit provided that there shall not be less than four meetings each year. Any member of the Committee may call a Committee meeting by giving notice of the meeting to the other members of the Committee. Notice of the meeting must be given to each member of the Committee but need not be in writing.
- 8.2 The quorum of such meetings shall be five. Unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 8.3 The Chair and the Honorary Secretary shall have discretion to call emergency meetings of the Committee if they consider it to be in the interests of the Association. The Honorary Secretary shall give all the members of the Committee not less than fourteen days' notice of a meeting.
- 8.4 The Chair shall be the Chair of the Committee. Unless he is unwilling to do so, the Chair shall preside at every meeting of the Committee at which he is present. But if there is no person



holding that office, or if the Chair is not present within five minutes after the time appointed for the meeting, the Honorary Secretary shall preside. If the Honorary Secretary is absent or unwilling to preside or not present within five minutes after the time appointed for the meeting, the members of the Committee present may appoint one of their number to be Chair of the meeting.

- 8.5 Decisions of the Committee shall be made by a simple majority (and in the event of equality of votes the Chair or the acting Chair of that meeting shall have a casting or additional vote).
- 8.6. The Committee may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Committee as the Committee may determine.  
All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the provisions of these rules which govern the taking of decisions by members of the Committee. The Committee may give the sub-committee directions which prevail over these rules.
- 8.7 The Committee shall be responsible for the management of the Association and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Association. The Committee shall have the power to enter into contracts for the purposes of the Association on behalf of all the Members.
- 8.8 The Committee shall appoint Trustees, on such terms as the Committee may think fit, to hold office until death or resignation unless removed from office by a resolution of the Committee. The Chair from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Committee and the Chair shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Association and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Association or the Committee in good faith be conclusive evidence of the fact so stated.
- 8.9 The number of Trustees shall not be more than four or less than two.
- 8.10 The members of the Committee shall be entitled to an indemnity out of the assets of the Association for all expenses and other liabilities properly incurred by them in the management of the affairs of the Association.

## **9 LTA Councillor**

- 9.1 **The Committee shall elect the LTA Councillor to represent the Association on the LTA council for a term of three years or to fill any casual vacancies that may occur in such representation. The eligibility of a person to serve as LTA Councillor and the maximum length of a Councillor's term of office will be determined by current LTA rules. The person elected as LTA Councillor should have wide experience of tennis in Durham and Cleveland such as that gained by serving on the Executive Committee.**
- 9.2 The Association agrees that its Councillor will be required, as a condition of election, to agree to be bound in writing by and subject to these rules, the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Association can enforce any breach at its option and in its sole discretion.

## **10. Annual General Meeting**



- 10.1 The Annual General Meeting of the Association shall be held at such time as the Committee shall decide each year to transact the following business:
- (a) to receive the Chair's report of the activities of the Association during the previous year;
  - (b) to receive and consider the accounts of the Association for the previous year, the independent accountants report on the accounts and the Honorary Treasurer's report as to the financial position of the Association;
  - (c) to agree the appointment of an independent accountant;
  - (d) to elect the members of the Committee;
  - (e) to decide on any resolution which may be duly submitted in accordance with rule 10.2 below;
  - (f) to deal with any special matters which the Committee desires to bring before the membership.
- 10.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing by the relevant Member or member of the Committee to the Honorary Secretary not less than 28 days before the meeting.

## **11. Extraordinary General Meetings**

An Extraordinary General Meeting may be called at any time by the Committee and shall be called within 21 days of receipt by the Honorary Secretary of a requisition in writing signed by not less than five voting Members stating the purposes for which the meeting is required and the resolutions proposed. If an Extraordinary General Meeting is called after receipt of a Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Members' requisitioned meeting is not called before the expiry of a period of 21 days commencing on the date of the request, the Members requisitioning the meeting may call the meeting at any time before the expiry period of two months commencing on the date of that request.

## **12. Procedures at the Annual and Extraordinary General Meetings**

- 12.1 The Honorary Secretary shall send to each Member at their last known address written notice of the date, time and place of the annual or extraordinary general meeting together with the resolutions to be proposed thereat, at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
- 12.2 The quorum for the Annual and Extraordinary General Meetings shall be ten. No business other than the appointment of the Chair of the meeting is to be transacted at the Annual or Extraordinary General Meeting if the persons attending it do not constitute a quorum.
- 12.3 The Chair shall preside at all Annual and Extraordinary Meetings of the Association but if they are not present within 15 minutes after the time appointed for the meeting or have signified their inability to be present at the meeting, the Members present [and entitled to vote] may choose one of the other members of the Committee present to preside and if no other member of the Committee is present or willing to preside the Members present [and entitled to vote] may choose one of their number to be Chair of the meeting.
- 12.4 If the persons attending an Annual or Extraordinary General Meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the Chair of the meeting must adjourn it. The Chair of the meeting must adjourn the meeting if directed to do so by the meeting.



When adjourning an Annual or Extraordinary General Meeting the Chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members of the Committee. The Chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

If the continuation of an adjourned Annual or Extraordinary General Meeting is to take place more than 14 days after it was adjourned the Association must give at least 7 days' notice to the persons to whom notice of the Association's meetings is required to be given in accordance with rule 12.1.

No business can be transacted at adjourned Annual or Extraordinary General Meetings which could not properly have been transacted at the meeting if the adjournment had not taken place

12.5 Members of the Committee may attend and speak at Annual or Extraordinary General Meetings. The Chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.

12.6 The Honorary Secretary, or in their absence a member of the Committee, shall take minutes at Annual and Extraordinary General Meetings.

### **13 Voting at Annual and Extraordinary General Meetings**

13.1 Each Member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chair of the meeting shall have a casting or additional vote.

13.2 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting.

13.3 Any Member not being an individual may by resolution of its committee/board of management authorise such person as it thinks fit to act as its representative at annual and extraordinary general meetings. A person so authorised is entitled to exercise the same powers on behalf of the Member as that Member could exercise as if it was an individual Member.

13.4 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

### **14 County Colours**

The Committee may from time to time bestow County Colours on players representing the Association.

The Committee may bestow Honorary Colours on such persons who have made valuable contributions to the organisation of the Game in the County not included in Life Membership. Those awarded Honorary Colours would be entitled to wear the County badge or tie.

### **15. Alteration of the rules**

These rules may be altered by resolution at an Annual or Extraordinary General Meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and entitled to vote at the general meeting, the notice of which contained particulars of the proposed alteration or addition.



## **16. Regulations, Bye-laws and Standing Orders**

The Committee shall have power to make, repeal and amend such regulations, bye-laws and standing orders as it may from time to time consider necessary, desirable or appropriate. Such regulations, bye-laws and standing orders shall have effect until repealed by the Committee.

## **17. Finance**

17.1 All monies payable to the Association shall be received by the person authorised by the Committee to receive such monies and shall be deposited in a bank account in the name of the Association. No sum shall be drawn from that account except by two Committee-authorised signatories, in accordance with the bank mandate. Any monies not required for immediate use may be invested as the Committee in its discretion thinks fit.

17.2 Subject to rule 18.3, the income and property of the Association shall be applied only in furtherance of the objects of the Association and no part thereof shall be paid by way of bonus, dividend or profit to any Member.

17.3 The Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, Member or employee of the Association and to any other person or persons for services rendered to the Association. The remuneration of a member of the Committee, Member or employee of the Association or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of that person.

17.4 The Association may pay any reasonable expenses that members of the Committee properly incur in connection with their attendance at meetings of the Committee or at Annual or Extraordinary General meetings of the Association or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

17.5 The financial transactions of the Association shall be recorded in such manner as the Committee agrees by the Honorary Treasurer.

17.6 Full accounts of the financial affairs of the Association shall be prepared each year. These accounts shall be prepared by the appointed independent accountant.

## **18. Borrowing**

18.1 The Committee may borrow a maximum total amount of £500,000 on behalf of the Association for the purposes of the Association from time to time at its own discretion and with the sanction of an Annual or Extraordinary General Meeting any further money above that sum.

18.2 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Association.

18.3 The Committee shall have no power to pledge the personal liability of a Member for repayment of any sums so borrowed.



18.4 The Trustees shall, at the discretion of the Committee, make such dispositions of the Association's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Committee may deem proper for giving security for such moneys and the interest payable thereon.

## **19. Property**

19.1 The property of the Association, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.

19.2 The Trustees shall be indemnified by the Association and the Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which they may become liable by reason of any contract entered into or act or thing done by them in good faith as such Trustee in accordance with the instructions of the Committee or of an Annual or Extraordinary General Meeting of the Association or otherwise in the discharge of his or their duties. The Council/Committee may give to any Trustee who has incurred or may be about to incur any liability at the request of or for the benefit of the Association such security by way of indemnity as may seem expedient.

## **20. Notices**

20.1 The Association can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipients' usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Association or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.

20.2 If any notice or other information is left by the Association at the intended recipient's usual address, it is treated as being received on the day it was left.

20.3 If any notice or other information is sent by the Association by post, it is treated as being received the day after it was posted if first class post was used, or 72 hours after it was posted if first class post was not used. In proving that any notice or other information was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

20.4 If any notice or other information was sent using electronic means, it is treated as being received on the day it was sent. In the case of notices or other information available on a website, the notice or other information is treated as being received on the day on which it was made available on the website, or, if later, the day on which the notice of availability is treated as being received by the intended recipient in accordance with this rule.

## **21. Dissolution**

21.1 A resolution to dissolve the Association shall only be proposed at an Extraordinary General Meeting and shall only be passed if carried by a majority of at least three-quarters of the Members present and entitled to vote.

21.2 The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Association.



**DURHAM & CLEVELAND TENNIS**

- 21.3 Any property remaining after the discharge of the debts and liabilities of the Association shall be paid or distributed as determined by the Committee to the LTA, any other non-profit making body with similar objects or any tennis or padel related charity.