



Bridge of Allan Sports Club

Constitution

RESPECT | EXCELLENCE | FAIRPLAY | INCLUSION | COMMUNITY

1. The Club shall be called "Bridge of Allan Sports Club". The address of the Club shall be Minewood Pavilion, Mine Road, Bridge of Allan, Stirling. FK9 4DY.

Aims

2. The aim of the Management Committee shall be to promote and encourage the games of Tennis, Squash, Racketball and Padel and to provide and maintain for members such facilities, or such other ancillary sporting and leisure facilities, as may be determined from time to time by the Management Committee.

Equality

3. The Management Committee operates an Equal Opportunities Policy where no one is denied the right to equal access on the grounds of age, race, creed, colour, gender, disability, occupation, religion, sexual orientation or political persuasion or marital status or having or not having dependents. There is equality of opportunity in terms of the playing rights and the rights of members to attend general meetings, vote and hold office.

Management

4. Subject to decisions taken by the members at General Meetings, the business and the affairs of the Club shall be under the management of the Management Committee. This Committee may appoint such sub-committees from within its number and/or from Ordinary Members as it considers necessary for the efficient running of the Club and may appoint such Convenors as it sees fit.
5. No member of staff may be appointed to the Management Committee or to any subcommittee of the Club.

General Meetings

6. The Secretary shall send out formal notices for all General Meetings at least one week before the dates on which they are called, stating the business of such meetings.
7. The Management Committee shall have full power to call an Extra-Ordinary General Meeting of the Club at any time they may deem necessary in the interests of the Club.
8. Any Senior Member of the Club may require an Extra-Ordinary General Meeting of the Club to be called provided written application is made to the Secretary setting out the purpose for which the meeting is to be called. Such written application must be signed by at least forty members eligible to attend and vote at such a meeting. The meeting shall take place within twenty one days of the request, and the sending out of the formal notices for the meeting is to be the sole responsibility of the Secretary.
9. The Annual General Meeting of the Club shall be called by the Secretary as soon after the close of the financial year as is convenient.



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10. Senior Members joining for one whole year at a time, or as part of a multi-year membership purchase shall be entitled to both attend and vote at any General Meeting within that year. At such meeting the Chairman shall have a deliberative vote and, in cases of equality, a casting vote. Honorary Members, Junior Members and Social Members may attend but shall not be entitled to vote at General Meetings.
11. Absentia voting is permitted by any electronic means, as deemed appropriate by the management committee, using members registered e-mail address as ID and proof of membership.

Office Bearers and Management Committee

12. The Office Bearers in addition to the Honorary Presidents and Honorary Vice Presidents shall consist of:
 - 12.1 A President,
 - 12.2 A Vice-President,
 - 12.3 A Secretary,
 - 12.4 A Treasurer (the office of Secretary and Treasurer to be combined and/or divided as the Management Committee shall decide) and
 - 12.5 A Minute Secretary. The President, Vice-President, Secretary and Treasurer shall be Trustees for the Club Property and any other Club Investments.
13. The Management Committee shall consist of the President, Vice-President, Secretary, Treasurer and Minute Secretary ex officio who shall all be Senior Members, and five other Ordinary Senior or Social Members of the Club, no more than one of whom being a Social Member. Four members of the Management Committee shall be required to form a quorum and the Chairman shall have a deliberative vote and, in cases of equality, a casting vote.
14. The Management Committee shall have the power to add to, or reduce, the number of Senior Members of the Management Committee at any General Meeting of the Club and to arrange a requisite quorum. The Management Committee shall have power to fill any vacancies occurring between Annual General Meetings.
15. The Office Bearers and Management Committee Members shall be appointed at the Annual General Meeting of the Club and shall hold office for one year and shall be eligible for re-election.
16. The names of candidates for appointment to the offices of President, Vice-President, Secretary and Treasurer shall, along with the names of each candidate's proposer and seconder, be submitted to the Secretary not later than four weeks prior to the Annual General Meeting of the Club or any appropriately convened Extra-Ordinary General Meeting. The name of said candidates and their proposers and seconders shall be posted by the Secretary on the Club's



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General notice board not later than three weeks prior to such a General Meeting or Extra-Ordinary General Meeting of the Club.

17. In the event of no written nominations being received by the foregoing deadline date for any of the said four offices, then nominations for any vacant position may be submitted at such a General Meeting of the Club.
18. The meetings of the Management Committee shall be held during the year once per month or on such other regular basis as may be determined by the Management Committee as necessary for the efficient management of the Club. Management Committee Members shall be expected to attend such meetings on a regular basis.
19. A Minute of the proceedings at each Management Committee meeting shall be prepared and submitted to the next meeting for approval. Once approved the Minute is to be displayed on the Club's General Notice Board.

Categories of Membership

20. There shall be two categories of membership as follows:-
 - 20.1 Honorary Membership
 - 20.2 Ordinary Membership

Honorary Membership

It shall be competent for two thirds of the Senior Members present at a General Meeting of the Management Committee, on the recommendation of the Management Committee, and in recognition of renown as a racket player, or of services rendered in the promotion of games of Tennis, Squash, Racketball and Padel, or for any other reason considered sufficient by the Management Committee, to confer upon any person the distinction of Honorary Membership. An Honorary Member shall have the privilege of using the Club premises and facilities without payment of fee or subscription but shall have no voice in the Management of the Club.

Ordinary Membership

Within this category there shall be the following classes: -

Senior Member: Senior Members shall be those aged 18 years or over on 1st January of any year and they shall be entitled to have access to all playing and other facilities of the Club.

Pension Member: A Senior Member who is of an age to receive a Government Pension.

Junior Member: Junior Members shall be those persons over the age of 13 years and under the age of 18 years on 1st January of any year and they shall automatically be admitted to Young Person Membership in the year following their 18th birthday upon payment of the full subscription. The Management Committee shall determine the facilities that will be available to Junior Members.



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Midi-Junior Member: Mini-Junior Members shall be those persons aged 10- 12 years on 1st January of any year and they shall automatically be admitted to Junior Membership in the year following their 12th birthday upon payment of the Junior Membership subscription. The Management Committee shall determine the facilities that will be available to Midi-Junior Members.

Mini-Junior Member: Mini-Junior Members shall be those persons aged 9 years or less on 1st January of any year and they shall automatically be admitted to Midi Junior Membership in the year following their 10th birthday upon payment of the Midi-Junior Membership subscription. The Management Committee shall determine the facilities that will be available to Mini-Junior Members.

Full Time Student Member: Details of University / College must be supplied at time of application.

Social Member: Social Members must be aged 18 or over on 1st January of any year and they shall not have access to the Club's sports or gym facilities and their access to other facilities shall be as determined from time to time by the Management Committee.

21. The Management Committee shall have the power to vary the classes of Ordinary Membership and to place any limits on the maximum number of any class of membership.

Admission to Membership

22. Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex; sexual orientation, political or other opinion.

23. Applicants for Ordinary Membership must complete and return an Application Form to the Club Manager. Each application shall be reported to the next meeting of the Management Committee and provided there are no objections to the applicant and the existing number of members is below any limit set for the class of membership concerned, the applicant shall be admitted to membership.

24. The Application Form of an applicant for membership as a Junior Member, a Mini-Junior Member or a Midi-Junior Member, must be signed by a parent or guardian.

25. No applicant for membership shall make use of the Club's facilities until the applicant has been notified of the offer of admission to membership and has made payment of the appropriate subscription and any joining fee, unless a short term ticket, where available, has been taken out for the use of any of the facilities.

26. Applicants being admitted to membership shall receive notice from the Club Manager and, if payment of the appropriate subscription is not made within one week of receiving such notice, the offer of membership shall be deemed to have been declined. Upon receipt of the subscription payment, it will be appropriately acknowledged to confirm admission to membership.



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Resignation from Membership

27. A member may resign from the Club at any time provided such resignation is intimated to the Club Manager.
28. Any member resigning from the Club must pay the full annual subscription for the current year, unless resignation is made before the final date for payment of the annual subscription.

Subscriptions

29. The financial year of the Club shall be from 1st October to 30th September inclusive.
30. The annual rates of subscription, any discounts therefrom and any joining fee shall be determined by the Management Committee.
31. All subscriptions must be paid by 31st October in each year, except in the case of new members who must pay their subscription within one week following admission of membership. The Club Manager shall notify members in due time of the annual subscription.
32. The Management Committee shall determine the availability of, and the charges for, any short term tickets for the use of any of the Club's facilities and these may be acquired from the Secretary or from any other person or place the Committee may from time to time determine.
33. An alphabetical list of members shall be maintained and displayed in the Minewood Pavilion.
34. If the conduct of any member is detrimental to the aims, or the good order, of the Club, or if any member fails to abide by the Constitution or disobeys any order of the Management Committee, the Committee shall have the power to take whatever action is deemed to be necessary, including expulsion from membership. The Management Committee may expel from membership only for good and sufficient cause, such as conduct or character detrimental to the aims or the good order of the Club or likely to bring the Club or sport into disrepute.

Complaints

35. No complaint shall be considered unless made in writing to the Secretary in order that it may be submitted to the Management Committee in due course.

Financial Affairs

36. Correct accounts and books shall be kept by the Treasurer showing the financial affairs and intromissions of the Club.
37. A Balance Sheet as at 30th September showing the position of the financial affairs of the Club shall be prepared by the Treasurer, audited by an auditor appointed by the Management Committee and sent to each member with the



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notice calling the Annual General Meeting. The auditor shall not be a member of the Club.

38. The Management Committee shall have power to raise funds for the benefit of the Club in addition to subscription and to invest the same in any way judged desirable by the Management Committee, including, without prejudice to the foregoing generality, the purchase of heritable property and stocks and shares and the Management Committee shall have power to realise such investment or any part thereof. The foregoing power shall include power to grant heritable securities for sums borrowed or to be borrowed. Such investments shall be in the name of the President, Vice President, Secretary and Treasurer as Trustees for the Club Property and such securities shall be granted by the said Trustees. The Management Committee and the said Trustees shall be indemnified out of the funds of the Club from and against all costs, charges, damages and expenses which they may incur or which they may sustain in or about the making of any Contracts or Agreements which they shall bona fide make on behalf of the Club.

Use of Facilities

39. The use of the Minewood Pavilion and other facilities of the Club will be regulated by Rules or other Orders determined by the Management Committee, and a copy of these will be displayed within the Club premises.
40. All members shall be bound by the terms of this Constitution, by the provisions detailed in Appendix 1 and by any Rules or other Orders made from time to time by the Management Committee.
41. The Management Committee shall determine the times when the Club's facilities are available for use by members and shall be empowered to close any or all of these facilities when it deems this to be necessary. The Management Committee cannot accept liability for any inconvenience or loss which may be caused in consequence of any such closure.
42. The Management Committee shall have power to arrange matches with other Clubs and to organise tournaments. The Management Committee may reserve the Club's facilities for such use or for any other purpose.
43. Members may from time to time have the privilege of introducing guests to the playing and other facilities of the Club upon payment of any charge fixed and in accordance with any conditions imposed by the Management Committee regarding the introduction of the guests.
44. Members of and players belonging to other sports and games clubs who are playing matches with the Club on the Club's courts and other facilities, or who are being permitted to play thereon, may be admitted as Temporary Members only for the day or days on which the match is in progress. Their names, together with the names of the Clubs to which they belong and the dates of their respective visits, shall be entered in a book kept in the Club premises for this purpose.



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Licensing

45. Where the Management Committee is involved in the sale or supply of excisable liquor, it shall have a minimum of twenty-five Senior Members and/or Social Members or such other minimum number of members as shall comply with the relevant licensing legislation. The hours during which excisable liquor may be sold or supplied shall be such as shall be fixed by the Management Committee, subject to the provisions of the Licensing (Scotland) Act 2005 and any amendments thereto.
46. No excisable liquor shall be sold or supplied to any person less than 18 years of age.
47. No excisable liquor shall be sold or supplied for consumption outside the premises of the Club, except to a member who must be at least 18 years of age on the premises and for his own consumption.
48. No excisable liquor shall be supplied or consumed on the Club premises unless it is paid for before, or at the time, it is supplied.
49. No excisable liquor shall be supplied to any person other than a member of the Club who must be at least 18 years of age or a visitor duly invited by and in the company of such a member in terms of Rule 48.
50. No member of the Management Committee and any manager or servant employed by the Club shall have any personal interest in the sale of excisable liquors therein or in the profits arising from such sale.
51. A visitor shall not be supplied with excisable liquor on the Club premises unless on the invitation and in the company of a member who must be at least 18 years of age. Such member shall, upon the admission of such visitor to the Club premises or immediately on being supplied with such liquor, enter his own name and the name of the visitor in a book which shall be kept for this purpose and which shall show the date of each visit.

Heritable Property

52. Nothing within the Constitution of the Club shall allow the disposal of any heritable assets belonging to the Club without specific prior approval for each and every such disposal being granted at an Annual General Meeting, or an Extra-Ordinary General Meeting called for that purpose. The Notice calling any such meeting must specify the nature of the transaction proposed.
53. The Income and Property of the Club shall be applied solely towards promoting the Management Committee aims and objects as set forth in this Constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Club.

Dissolution

54. If, upon the winding up or dissolution of the Club there remains after the satisfaction of all the Club's debts and liabilities any property whatsoever, the



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same shall be given or transferred to some other organisation or organisations having objects (that is, aims and activities) similar to the objects of the Management Committee, such organisation or organisations to be determined by the members of the Club by Resolution passed at a General meeting at or before the time of the dissolution, and in so far as effect cannot be given to such provision then to some charitable objects.

Child Protection

55. The Management Committee is fully committed to safeguarding the welfare of children in its care. It recognises the responsibility to promote safe practice and to protect children from harm, abuse and exploitation. Staff and volunteers will work together to embrace difference and diversity and respect the rights of children and young people.

Alteration of Constitution

56. The Constitution may be altered at any General Meeting provided that due notice is given to the Secretary of any proposed alterations in order that particulars may be issued with the Notice calling the meeting and provided that the resolution for any alteration is approved by a majority of the members present.



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Updated February 2012

APPENDIX 1

1. Defined terms
 - 1.1 In the rules, unless the context requires otherwise:
 - 1.2 “Disciplinary Code” means the disciplinary code of the LTA in force from time to time;
 - 1.3 “LTA” means LTA CL and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of lawn tennis from time to time;
 - 1.4 “member” means a member of the Bridge of Allan Sports Club;
 - 1.5 “Rules” means the rules of the LTA as in force from time to time;
2. Conditions of membership
 - 2.1 Each member agrees as a condition of membership:
 - 2.1.1 To be bound by and subject to these rules and;
 - 2.1.2 To be bound by and subject to the Rules and the Disciplinary Code.
 - 2.2 Rule 2⁽¹⁾ confers a benefit on the LTA and, subject to the remaining provisions of this rule, is intended to provide third party rights to and to be enforceable by the LTA at its option and in its sole discretion. No amendment, variation, or revocation may be made to the terms of rule 2(1) without the prior written consent of the LTA. The identity of each member shall be notified to the LTA by the club in accordance with the LTA’s directions from time to time. Such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation. For the avoidance of doubt, the members do not intend that any term of these rules, apart from rule 2(1), should be enforceable by any person who is not a party to this agreement.
 - 2.3 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.
3. The Management Committee
 - 3.1 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon the LTA; (ii) the agreement creates third party rights in the LTA’s favour; (iii) both or one of the LTA and/or the club can enforce

¹This means that each member of the club agrees to be bound by the LTA’s Rules and Disciplinary Code.



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any breach at its/their option and in its/their sole discretion² ; (iv) the agreement may not be varied, amended or revoked without the prior written consent of the LTA; and (v) the identity of each member of the Management Committee shall be notified to the LTA by the club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

4. Coaches and Players

4.1 The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the Rules and the Disciplinary Code, such agreement to contain an express acknowledgement that: (i) the agreement confers a benefit upon the LTA; (ii) the agreement creates third party rights in the LTA's favour; (iii) both or one of the LTA and/or the club can enforce any breach at its/their option and in its/their sole discretion; (iv) the agreement may not be varied, amended or revoked without the prior written consent of the LTA³ ; and (v) the identity of each person to whom such agreement relates shall be notified to the LTA by the club in accordance with the LTA's directions from time to time and that such notification shall, with effect from the date of such notification, constitute intimation of, and shall entitle the LTA to enforce, the third party rights referred to above in respect of the period both before and after such intimation.

² This means that the members of the club's Management Committee need to agree to comply with the LTA's Rules and Disciplinary Code.

³ This means that the club is expected to get their unlicensed and unregistered coaches; and, as far as is reasonably practicable, players who use their facilities to sign up to the LTA's Rules and Disciplinary Code.



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Document History

Date	Amendment	Approved at Meeting
25th March 2024	Original document converted from PDF without any documented history	NA
17th April 2024	Clarified voting rights of members with multi-year membership (10) Introduced absentia voting clause (11). Introduce Pension Member definition (20) Clarified definition of Social Membership (20)	AGM – 17 th April 2024