



1. Name

The name of the Club shall be “The Temple Fortune Club“.

2. Objects

The objects of the Club shall be to provide facilities for the games of Tennis, Bowls and Squash (“the Sections“) and such other recreations as the Management Committee may determine PROVIDED ALWAYS that if the Club receives any proceeds of sale from any land from time to time belonging to the Club, such proceeds shall be used, in the first place, to improve the facilities provided by the Club for its members and/or to purchase other premises for the Club and, secondly, to the extent that any proceeds of sale remain, to further the interests of the games of Tennis, Bowls and Squash in the vicinity of the present location of the Club.

3. Management

(a) The Officers of the Club shall comprise of the following persons:

(1) The President – to serve if he so opts in writing at the time of his election but not later than the start of the first meeting of the Management Committee (as hereinafter defined);

(2) The Chairman

(3) The Captains of the Sections

(4) The Honorary Secretary

(5) The Honorary Treasurer; and

(6) The Membership Registrar

(b) The Management of the Club

shall be vested in the Officers and six additional members, two from each of the Sections - “the Management Committee“.

(c) The Officers of the Club shall be elected at the Annual General Meeting and shall be eligible for re-election from year to year. The six additional members shall serve for a two-year period. Each year at the Annual General Meeting, three are elected for a two-year period and three retire at the end of their two-year period.

(d) The election of Members of the Management Committee shall take place as follows:

(1) Any five Full Members of the club shall be at liberty to nominate a member to serve on the Committee. The name of each Member so nominated shall be sent in writing to the Secretary twenty-one days at least before the Annual General Meeting accompanied by a letter from the candidate assenting to serve if elected.

(2) A list of the names in alphabetical order shall be affixed to the notice board of the Pavilion fourteen days at least before the Annual General Meeting. Balloting lists shall be prepared containing the names of the candidates only and from these lists each Full Member present at the Annual General Meeting shall select names in number sufficient to fill the vacancies. In case there shall not be a sufficient number of candidates nominated the Committee shall fill the remaining vacancies.

(e) Subject to the terms of Rule 4 and Rule 11(b), Members of the Management Committee shall only be elected in accordance with Rules 3(c) and 3(d). Any other method of election shall be null and void.

(f) A quorum of the Management Committee shall be five members.

(g) The Wine Sub-Committee consisting of four full members shall be elected every year at the Annual General Meeting. All intoxicating liquors shall be controlled by the Bar Sub-Committee.

4. Powers and Functions of Management Committee

The Management Committee shall have powers to perform all ordinary acts and administer the funds of the Club in accordance with the wishes of the Members expressed in General Meetings and as required by these rules, and in particular:

(a) To fill any casual vacancies on the Committee. Any Member so chosen shall retire at the following Annual General Meeting but shall be eligible as a candidate for election on the Committee at such Annual General Meeting, having been duly nominated. The service of any member on the committee chosen to fill a casual vacancy shall not be reckoned in calculating the seniority of such Member. In addition the Section Captains are required to nominate alternatives when not serving themselves.

(b) To co-opt not more than two additional Members in conditions similar to those applicable to casual vacancies.

- (c) To appoint such staff, including groundsmen, to carry out such duties and to receive such remuneration as may be deemed necessary.
- (d) Should no Member be willing to act as Hon. Secretary, or as Hon. Treasurer, to appoint a Secretary or Treasurer to undertake such duties and to receive such remuneration as it may decide.
- (e) To appoint one or more of their number to form Sub-Committees other than the Bar Sub-Committee with power to co-opt any Member or Members of the Club.
- (f) To make bye-laws to meet temporary emergencies or such as they may consider necessary for the well-being of the Club, which shall have effect until set aside by a General Meeting. All such bye-laws shall be kept posted in the Pavilion.
- (g) To borrow money where necessary to the function of Management.

5. Funds

The Hon. Treasurer shall keep the accounts of the Club and shall draw up the Annual Balance Sheet of the Club as at the 30th September, which shall after audit be printed and circulated amongst the Members with the notice of the Annual General Meeting.

All monies of the Club shall be placed in an account or accounts in a Bank authorised by the Committee save any monies required for immediate use.

6. Members

Members of the Club shall be restricted to:

(a) Full Members

- (1) Elected to playing membership and not including Restricted, Junior, Honorary or Complimentary Members.
- (2) Life Members elected to playing membership, subject at all times to the discretion of the Management Committee.
- (3) Restricted Members elected to membership with use of the playing facilities for games – restricted to midweek (Monday-Friday inclusive) or such occasional use as may be acceptable to the Committee in each case, but not to include Country Members elected under Rule 6b.
- (4) Student Members (over the age of 18 and/or holding a valid Student Card)

(b) Country Members

Elected to membership at a reduced subscription for those precluded, by residing more than 20 miles from the Club, or by other factors, from the full enjoyment of the facilities of the Club, such election to be at the discretion of the Management Committee.

(c) Junior Members

Elected as such, being under the age of 18 at the start of the season.

(d) Honorary Members and Social Members

Elected to membership but conferring no right to participate in any of the authorised games of the Club.

(e) Complimentary Members

Elected to membership in accordance with Rule 7(d) conferring the rights and privileges similar to those conferred by honorary membership but not involving payment of any subscription or entrance fee.

Voting

All full members shall have the right to receive notices of, attend and vote at any General Meeting of the Club but no person other than a Full Member who has been a Full Member of the Club for three calendar years shall be entitled to vote on any proposal relating to the dissolution or liquidation of the Club. No Member other than a Full Member who has been a Full Member of the Club for three calendar years shall have the right to share in the property or funds of the Club on such dissolution or liquidation PROVIDED THAT the objects in Rule 2 shall be complied with as far as possible in any dissolution or liquidation.

7. Election of Members

- (a) Candidates for election as Members of the Club shall be considered by the Management Committee at the first available meeting and a majority of the Members present shall be required to approve applicants. Prior to such approval a candidate may be granted a provisional membership on payment of a fee, enabling them to use the playing facilities. If their application for membership is rejected by the Management Committee that fee shall

be refunded.

- (b) On the election of a new Member the Membership Registrar shall notify the same to him, furnish him with a copy of the Rules and request him to pay any Entrance Fee and Subscription remaining due. No Members shall enjoy any of the benefits or privileges of the Club until such payment shall have been made, and if such payment be not made within one calendar month from the date of the Registrar's notice the election shall be absolutely void, unless the Member shall show sufficient cause for such delay to the satisfaction of the Management Committee.
- (c) No Member shall be entitled to join any of the game sections other than that to which he was elected, without the consent of the Management Committee.
- (d) The Management Committee may from time to time by their unanimous vote or consent (the consent of those not present to be made in writing) elect Complimentary Members of the Club for the then current year, provided that there shall not be more than three Complimentary Members of the Club at any one time.

8. Subscriptions

(a) Entrance Fees

An Entrance Fee shall be payable by any person elected to membership other than Honorary or Complimentary. The Committee may at their discretion remit the whole or any part of the Entrance Fee for all or any sections of the Club.

- (b) Annual Subscriptions shall be determined by the Members in General Meeting and shall be payable as follows:

TENNIS – Summer	due on 31 st March
TENNIS – Winter	due on 31 st August
TENNIS – Winter and Summer	due on 31 st March
SQUASH	due on 1 st September
JUNIOR MEMBERS	due on 31 st March
BOWLS	due on 31 st March
HONORARY MEMBERS	due on 31 st March

(c) All-In Membership

Subject to Rule 6 a member shall have the right to become a Member of any combination of the Sections for any season. The Management Committee shall have the right at any time and from time to time to suspend operation of this rule for such period as may seem to them in their absolute discretion desirable.

(d) Unpaid Subscriptions

If a Member shall have failed to pay his subscription, at the expiration of one calendar month after the same shall have become due he shall cease to enjoy all the privileges of the Club until such subscriptions shall be paid. A list of Members in arrears without reasonable cause shown may, at the Management Committee's discretion, be posted in the Pavilion on the expiry of one calendar month from the date on which their subscriptions became due, The name of any Member whose subscription is in arrears for a period of three months may at the discretion of the Management Committee be erased from the books of the Club but may be replaced by the Management Committee upon an available vacancy and on payment of all arrears, and if considered advisable a penalty payment to be assessed by the Management Committee.

(e) Change of Address

Each Member shall notify any change of address to the Secretary and all notices sent to his last known address shall be considered as duly delivered.

(f) Visiting Players

Shall on their names being recorded in the book provided be deemed Honorary Members for the day of their visit.

(g) Life Members

- (1) Fees shall be determined by the Members in General

Meetings and shall be payable on election as a Life Member.

- (2) Repayment of Fees may be claimed by Life Members in respect of all or any of the playing sections for which they were paid, until the fifth anniversary of such payment. Repayment shall be made by the Club on receipt of written notice addressed to the Secretary and delivered to the Club, and shall be on the following scale:

During the first year of membership - 80% of the fee paid, thereafter reduced by 20% of the fee paid in respect of each complete year of membership.

Upon repayment of fees to a Life Member he shall cease to be a member of the playing section or sections affected.

(h) **Reduced Subscriptions**

The Management Committee shall be empowered at their absolute discretion to accept subscriptions, at reduced rates from members or prospective members:

- (1) Who have benefited the Club financially,
or
- (2) who have been members for at least five years but due to adverse financial circumstances would not be able to continue their membership,
or
- (3) who apply to become Life Members and a reduced fee is considered appropriate due to age or other circumstances.

9. Resignation

Any Member intending to resign his membership of the Club shall give notice in writing or by email to the Secretary at least one calendar month prior to his next year's subscription becoming due, otherwise he shall be liable to pay his subscription for such year. Any such member having complied with this rule and wishing to rejoin may, upon an available vacancy be proposed and balloted for in accordance with Rule 7 and the Management Committee may at their discretion excuse any Entrance Fee.

10. Expulsion

- (a) To expel a Member from the Club it shall be necessary that a proposal to do so be sent to the Secretary, signed by five Full Members acquainting him with the circumstances that give rise to the proposal. The Secretary shall then communicate with such member (so that he may have the option of explaining or withdrawing from the Club) and shall call at the earliest opportunity a Meeting of the Management Committee which shall decide the question. At least two-thirds majority of black balls shall expel. Any Member so expelled shall have the right of appeal to an Extraordinary General Meeting to be summoned within twenty-one days of his expulsion, when a majority of two-thirds of those present and voting shall be required to confirm the expulsion.
- (b) Life Member. In the case of the Expulsion of a Life Member such Member shall be entitled to have returned the proportion of his Life Membership Fee within the terms of Rule 8(g)(2).
- (c) Any member expelled in accordance with the rules or otherwise ceasing to be a Member of the Club, shall forfeit all right or claim upon the Club or its property or funds. This shall not however prejudice any rights to which he may be entitled as a Life Member under Rule 10(b).

11. Meetings

(a) **An Annual General Meeting**

shall be held not later than four months from the end of the Club's financial year at such time and place as the Committee shall determine, for the following purposes:

- (1) To conduct the business required under these rules.
- (2) To receive and, if thought fit, adopt the report of the Committee on the affairs of the Club for the preceding year ended 30th September.
- (3) To appoint one or more Auditors for the ensuing year who may be Members of the Club (but not the Hon. Secretary or the Hon. Treasurer) and to fix their remuneration, if any.

(b) **An Extraordinary General Meeting**

may be summoned at any time by the Committee when any matter of importance shall arise. In addition, the Hon. Secretary shall call an Extraordinary General Meeting—

- (1) On receipt of a requisition signed by at least ten Full Members.
- (2) On receipt of a requisition by a Member to be expelled under the provisions of Rule 10.

Such Meetings shall be held within twenty-eight days of receipt of the requisition in 11(b)(1) above. Full and complete details of all such meetings shall be stated in the notices convening them and no other business shall be discussed or voted upon at such meetings.

At least fourteen days' notice of any General Meeting specifying the business to be transacted and the day, place and hour of the Meeting shall be sent to every Member.

12. No alteration, modification or deletion of any of these Rules shall be made save by a two-thirds majority of the Members present and voting at a duly constituted General Meeting PROVIDED THAT no such alteration, modification or deletion shall be made to Rule 2, the voting sub-clause Rule 6, this Rule 12 and/or Rule 13 without the consent of an English Court of law and the rights and privileges attached to a Life Member by Rule 8 shall not be modified except with the sanction previously obtained of a three-fourths majority of the Life Members present and voting at a separate General Meeting of Life Members only. Any Meeting of Life Members shall be convened and conducted as nearly as possible in the same way as the General Meeting of the Club Members, and the Rules relating to a General Meeting shall apply. One calendar month's notice of the intention to propose any new rule or alteration shall be given to the Secretary, who shall send notice of the same to every Member to his address in the Club register at least fourteen days before the General Meeting.
13. The property of the Club shall be vested in four trustees who shall at all times carry out the Objects of the Club as set out in Rule 2 and act in accordance with the Deed of Conveyance and/or such other document or documents conveying the property of the Club to them. A General Meeting shall have no power to remove any of the Trustees and all vacancies occurring by resignation or death shall be filled by the Management Committee.
14. **Dissolution of the Club**

If the Club is dissolved any assets remaining after discharge of all Club debts shall be used to further the interests of Tennis, Bowls and Squash Clubs whose objects are similar to our own in the Borough of Barnet which are registered Community Amateur Sports Clubs.
15. **Time**

The Club shall, except on occasions authorised by the Committee, open at 9 a.m and close at 11.00 p.m.
16. **Club Property**

No Member shall take away or permit to be taken away without the authority of the Committee, or shall wilfully or maliciously injure or destroy, any property of the Club.
17. **Gaming**

No gaming or betting shall be permitted on the Club premises.
18. **Notices**

No paper or placard, written or printed, shall be put in the Club premises without the sanction of the Secretary or one of the Committee.
19. **Credit**

All Members are required to pay any expense they incur in the Club before leaving.
20. **Bye-laws Governing Play**

Bye-laws governing play in each of the authorised games of the Club shall be drawn up by the respective sub-committees, and when approved by the Committee shall be kept posted in the Pavilion.
21. **Indemnity**

All officers of the Club in respect of their acts in their several capacities as such shall be indemnified by the Club.

 - (a) Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such member of the Management Committee, employee or agent may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such member of the Management Committee, employee or agent in accordance with the instructions of the Management Committee or of a General Meeting of the Club or otherwise in the discharge of his duties. The Management Committee may give to any member of the Management Committee, employee or agent of the Club who has incurred or may be about to incur any liability at the request of or for the benefit of the Club such security by way of indemnity

as may seem expedient.

- (b) The Trustees shall be indemnified by the Club and the Management Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such Trustee in accordance with the instructions of the Management Committee or of a General Meeting of the Club or otherwise in the discharge of his or their duties. The Management 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 Club such security by way of indemnity as may seem expedient.
- 22.** The Licensing hours shall be fixed by the Management Committee within the limits laid down by the Licensing Authorities under the current Licensing laws.

Definitions

1. In these rules unless there be something in the subject or context inconsistent therewith,
 - (a) words importing the singular number only, include the plural number and vice versa, and
 - (b) words importing the masculine gender only, include the feminine gender.
2. In paragraph (d) of Rule 3 “the Chairman” shall mean the Member presiding at the Annual General Meeting .
3. For the purposes of paragraph (f) of rule 8 a “Visiting Player” shall mean any person taking part in a match organised by the Club or using the playing facilities of the Club under the respective bye-laws drawn up in accordance with Rule 20.
4. The Summer Season shall commence on 1st May and end on 30th September.
The Winter Season shall commence on 1st October and end on 30th April
5. “Playing membership” shall mean of one of the sections i.e. bowls, squash or tennis. “Playing facilities” shall mean facilities for bowls, squash or tennis. “Games” shall mean bowls, squash or tennis.