



Constitution (amended – as at 22 February 2024)

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This index and the headings within the constitution are for guidance and convenience only and do not form part of the actual constitution.

1. Name and address

- 1.1 The Club, originally established in 1895 as a section of the Giffnock Bowling and Tennis Club and reconstituted on 28 February 2002 as a separate Club, is called Giffnock Tennis Squash & Hockey Club ("the Club") and the Club's address is at 4 Percy Drive, Giffnock, Glasgow, G46 6PA.

2. Definitions

- 2.1 "the CLTA" means the West of Scotland County Lawn Tennis Association;

"the LTA" means the Lawn Tennis Association (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man) of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JG and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time;

"SSL" means Scottish Squash Ltd (the governing body of squash in Scotland) at Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh EH12 9DQ;

"the SHU" means the Scottish Hockey Union (the governing body of hockey in Scotland) at 589 Lanark Road, Edinburgh, EH14 5DA;

"the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;

"the LTA Rules" means the rules of the LTA as in force from time to time;

"the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 5;

"the Management Committee" means the committee appointed under Rule 9 to manage the Club;

"the President" means the person elected from time to time to be the president of the Club in accordance with Rule 9;

"the Secretary" means the person elected from time to time to be the secretary of the Club in accordance with Rule 9;

"the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 9;

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 9.14.

- 2.2 Words denoting the singular number include the plural number and vice versa. [amended 25 Feb 16]

3. Objects

- 3.1 The objects of the Club are:

- (a) to provide tennis, squash, hockey, social and other activities and generally to encourage and facilitate the playing of tennis, squash & hockey;
- (b) to provide and maintain Club premises at 4 Percy Drive, Giffnock, Glasgow G46 6PA;
- (c) to promote, improve, develop and support the interests of tennis, squash & hockey;
- (d) to provide such other benefits to its Members as it shall think fit;
- (e) to take and retain a membership of the CLTA (and by doing so become and remain registered as an associate of the LTA) and to comply with and uphold the Rules and Regulations of the CLTA as amended from time to time and the LTA Rules and the LTA Disciplinary Code and the rules and regulations of any body to which the LTA is registered or affiliated;
- (f) to take and retain a membership of SSL and to comply with and uphold the Rules and Regulations of SSL as amended from time to time and the rules and regulations of any body to which SSL is affiliated;
- (g) to take and retain a membership of the SHU and to comply with and uphold the Rules and Regulations of the SHU as amended from time to time and the rules and regulations of any body to which the SHU is affiliated;
- (h) to acquire, establish, own, operate and turn to account in any way for the Members' benefit the tennis and squash facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (i) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, and equivalent rules and codes of SSL and the SHU, to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (j) subject to the LTA Rules and the LTA Disciplinary Code and the LTA's wider jurisdiction, and equivalent rules and codes of SSR and the SHU, to discipline the Members where permitted by its Rules/Regulations and to refer its Members to be disciplined by the LTA or the CLTA or SSL or the SHU (as appropriate) where so required by the Rules and Regulations of the LTA or the CLTA or SSL or the SHU (as appropriate);
- (k) to make donations or offer support to tennis, squash and hockey clubs which are charities or community amateur sports clubs;
- (l) to do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 3.

4. Application of Surplus Funds

- 4.1 The Club is a non-profit-making organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects. No profit or surplus will be distributed other than to another non-profit making body or in accordance with Clause 26.3 on winding-up or dissolution of the Club.

- 4.2 Nothing in Clause 4.1 shall prevent the Club from entering an agreement with a Member for the supply by the person to the Club of goods or services or for the person's employment by the Club, provided that such arrangements are approved by the Management Committee (without the Member being present) and are agreed with the Member on an arm's length basis.

5. Membership

5.1 Eligibility for membership

- 5.1.1 All persons are eligible for membership of the Club provided they are at least 18 years old. [as amended 25 Feb 16]
- 5.1.2 Persons below the age of 18 are eligible for membership of the Club although without the right to hold office or vote at general meetings.
- 5.1.3 The club 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 dependants. There is equal opportunity in terms of the playing rights and the rights of members to attend general meetings, vote and hold office.[as amended 25 Feb 16]

5.2 Admission of Members

- 5.2.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide [as amended 25 Feb 16]
- 5.2.2 Every applicant for membership shall be considered as directed by the Management Committee and no application for membership shall be refused without good reason. Notice of such refusal shall be intimated in writing to the applicant by the Management Committee. In the event of such refusal, the applicant would be allowed to request, and be provided with, reasons for such refusal, and to make an appeal against the decision. Such an appeal would be considered by a panel constituted on the same basis as Rule 7.4. [as amended 28 Feb 13]
- 5.2.3 On admission to Full Membership or Associate Membership, the Membership Secretary shall advise the person of the fact in writing (or by email), enclosing a copy of the Constitution, the Club's Protection of Vulnerable Groups Policy and the relevant Code of Conduct, (or providing details of how to access a copy of these electronically), and requesting payment of Entrance Fee (if appropriate) and Subscription. If such payment is not made or arrangements made to pay by instalment terms within fourteen days, the application will be held to be cancelled. [as amended 25 Feb 16]
- 5.2.4 Parents/guardians play a key role in the promotion of an ethical approach to sport and young people's enjoyment in sport. Parents/guardians therefore need to be aware, informed and involved in promoting the safest possible environment for children to enjoy their participation in sport and accept their parental responsibility to look after their children. Parents/guardians contribute to the creation of a positive sporting environment for young people and so in the event of an application as a "Mini – Associate" in classes 5.4.2 (h) (i) or (j), where no over 18 year old member of the household of the potential member is already a member of the club, the application must also include an application for a parent of, guardian of or responsible adult connected to the potential member, to become a member of the club either as a Social Associate (Parent) or in some other membership class, and the adult must continue some form of club membership while the child remains a member in classes 5.4.2 (h) (i) or (j), [as inserted 25 Feb 16]

5.3 Conditions of membership

- 5.3.1 Each member (of each class) agrees as a condition of membership:
- (a) to be bound by and subject to these rules and the rules and regulations of the relevant CLTA (as in force from time to time), SSL and the SHU; and
 - (b) to be bound by and subject to the LTA Rules, the LTA Disciplinary Code and equivalent rules and disciplinary codes of SSL and the SHU.
 - (c) to be bound by the code of Conduct and bylaws of the Club. [as inserted 28 Feb 13]
- 5.3.2 Rule 5.3.1 confers a benefit on the LTA, SSL and the SHU and, subject to the remaining provisions of this rule, is intended to be enforceable by the LTA, SSL and the SHU by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of these rules, apart from Rule 5.3, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these rules.
- 5.3.3 The Management Committee may subject to Clause 7 terminate the membership of any person, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this rule.

5.4 Classes of Members

- 5.4.1 There shall be the following classes of Full Members for the Club:
- (a) **Ordinary Member - Tennis & Squash** who shall not be permitted the use of the hockey activities of the club but who shall be entitled to use the tennis and squash facilities. No person under the age of 18 years of age on 1 April at the start of the subscription year shall be admitted to this class of membership.[as amended 26 Feb 15]
 - (b) **Ordinary Member – Hockey** who shall be entitled to participate in the hockey activities of the Club but is not permitted the use of the tennis and squash facilities.
 - (c) **Honorary Life Member** who shall have the same privileges and liabilities as Ordinary Members -Tennis & Squash and Ordinary Members–Hockey, except for annual subscription.

The Management Committee shall have the power to nominate as an Honorary Life Member anyone over 18 years of age who in its opinion has merited such nomination. Honorary Life Members shall be elected only at the Annual General Meeting of the Club, or at a Special General Meeting, and nominations shall be printed on the notice calling such meeting.

- (d) **20-year Member –Tennis & Squash** who shall have the same privileges and liabilities as Ordinary Members–Tennis & Squash.

This class of membership shall only be granted to Ordinary Members –Tennis & Squash who have been Ordinary Members –Tennis & Squash of the Club for 20 consecutive years. For this purpose membership of the Tennis and Squash Section of the Giffnock Bowling and Tennis Club will be treated as membership of the Club.

- (e) **20-year Member - Hockey** who shall have the same privileges and liabilities as Ordinary Members- Hockey.

This class of membership shall only be granted to Ordinary Members–Hockey who have been Ordinary Members-Hockey of the Club for 20 consecutive years. [Inserted 27 Feb 2014]

- (f) **Family Member –Tennis & Squash** which class is available to any household (persons living at same address comprising up to two Ordinary Members –Tennis & Squash, with their child or children in the Student Associate–Tennis & Squash, Junior Associate –Tennis & Squash, or Mini-tennis Associate –Tennis & Squash class. A Student Associate–Tennis & Squash can only be part of this Family Member class if the child was in full-time education at secondary school at 1 April at the start of the subscription year). Adults in the Family Member–Tennis & Squash class shall have the same privileges and liabilities as Ordinary Members-Tennis & Squash. Children shall have the same privileges and liabilities as Student Associates–Tennis & Squash, Junior Associates–Tennis & Squash, or Mini-tennis Associates–Tennis & Squash (as appropriate). [amended 21 Feb 2019]

- (g) **Family Member – Hockey** which class is available to any household (persons living at same address comprising up to two Ordinary Members - Hockey with their child or children in the Student Associate– Hockey, Intermediate Associate– Hockey, Junior Associate – Hockey or Mini-hockey Associate class. A Student Associate–Hockey or a Intermediate Associate-Hockey can only be part of this Family Member class if the child was in full-time education at secondary school at 1 April at the start of the subscription year). Adults in the Family Member – Hockey class shall have the same privileges and liabilities as Ordinary Members– Hockey. Children shall have the same privileges and liabilities as Student Associates– Hockey, Intermediate Associates– Hockey, Junior Associates– Hockey, or Mini-hockey Associates (as appropriate). [Inserted 27 Feb 2014, amended 21 Feb 2019]

5.4.2 There shall be the following classes of Associate Members for the Club:

- (a) **Student Associate – Tennis, Squash & Hockey** who shall be permitted to participate in appropriate hockey activities and to use the tennis or squash facilities of the Club but playing times shall be subject to such conditions and restrictions as the Management Committee may, from time to time, determine. A Student Associate - Tennis, Squash & Hockey must be (i) at least 16 years of age on the 1st April at the start of the subscription year and in full time education, or (ii) at least 16 years of age and under 18 years of age on the 1st April at the start of the subscription year. A Student Associate –Tennis, Squash & Hockey can only be part of a Family Membership (under 5.4.1 (f)) if the person is in full time education at secondary school at the start of the subscription year [amended 21 Feb 2019]
- (b) **Student Associate –Tennis & Squash** who shall not be permitted to participate in appropriate hockey activities but who shall be entitled to use the tennis or squash facilities of the Club but playing times shall be subject to such conditions and restrictions as the Management Committee may, from time to time, determine. A Student Associate must be (i) at least 16 years of age on the 1st April at the start of the subscription year and in full time education, or (ii) at least 16 years of age and under 18 years of age on the 1st April at the start of the subscription year. A Student Associate –Tennis & Squash can only be part of a Family Membership (under 5.4.1 (f)) if the person is in full time education at secondary school at the start of the subscription year [Inserted 27 Feb 2014, amended 21 Feb 2019]
- (c) **Student Associate – Hockey** who shall be permitted to participate in appropriate hockey activities but shall not be permitted to use the tennis or squash facilities of the Club. A Student Associate must be (i) at least 16 years of age on the 1st April at the start of the subscription year and in full time education, or (ii) at least 16 years of age and under 18 years of age on the 1st April at the start of the subscription year. A Student Associate –Hockey can only be part of a Family Membership (under 5.4.1 (g) if the person is in full time education at secondary school at the start of the subscription year [Inserted 27 Feb 2014, amended 21 Feb 2019]
- (d) **Junior Associate – Tennis, Squash & Hockey** who shall be permitted to participate in appropriate hockey activities and to use the tennis or squash facilities of the Club but playing times shall be subject to such conditions and restrictions as the Management Committee may, from time to time, determine. A Junior Associate must be under the age of 16 years on 1st April at the start of the subscription year.
- (e) **Junior Associate – Tennis & Squash** who shall not be permitted to participate in appropriate hockey activities but who shall be entitled to use the tennis or squash facilities of the Club but playing times shall be subject to such conditions and restrictions as the Management Committee may, from time to time, determine. A Junior Associate –Tennis & Squash must be under the age of 16 years on 1st April at the start of the subscription year. [Inserted 27 Feb 2014]
- (f) **Junior Associate – Hockey (League Playing)** who shall be permitted to participate in appropriate hockey activities but shall not be permitted to use the tennis or squash facilities of the club. A Junior Associate – Hockey (League Playing) must under the age of 16 years on 1st April at the start of the subscription year. An Junior Associate – Hockey (League Playing) can only be part of a Family Membership (under 5.4.1 (g) if the person is in full time education at secondary school at the start of the subscription year [Inserted 27 Feb 2014, amended 21 Feb 2019, amended 24 Feb 2022]
- (g) **Junior Associate – Hockey (Non League Playing)** who shall be permitted to participate in appropriate hockey activities, except playing league matches, but shall not be permitted to use the tennis or squash facilities of the club. A Junior Associate – Hockey (Non League Playing) must under the age of 16 years on 1st April at the start of the subscription year. A Junior Associate –Hockey (Non League Playing) can only be part of a Family Membership (under 5.4.1 (g)) if the person is in full time education at secondary school at the start of the subscription year [amended 27 Feb 2014 amended 24 Feb 2022]

- (h) **Mini-tennis/Mini-hockey Associate** who shall be allowed to play tennis on the mini-tennis courts, who shall be permitted to play on the main tennis courts under the supervision of Club coaching staff, who shall be allowed to play squash or racketball with supervision of Club coaching staff or a parent/guardian who is a member of the Club in a membership category qualifying them to play squash/racketball and shall be permitted to participate in appropriate hockey activities including the use of the mini-tennis courts for hockey activities under the supervision of Club coaching staff. Membership of the club in this category is only open to children with a parent/guardian who is a member or associate member in any category. A Mini-tennis/mini-hockey Associate is eligible to join in the calendar year they are to turn 5 years of age and shall remain eligible to remain a member in this category through to the calendar year in which they turn 8 years of age. On 1 January of each year, a mini associate in this category who is to turn 9 years of age in that calendar year will be transferred to the corresponding Junior Associate category but shall not pay a Junior subscription until 1 April of that year, this being the point at which subscriptions become due for renewal. [amended 25 Feb 21]
- (i) **Mini-tennis Associate** who shall be allowed to play tennis on the mini-tennis courts, who shall be permitted to play on the main tennis courts under the supervision of Club coaching staff and who shall be allowed to play squash or racketball with supervision of Club coaching staff or a parent/guardian who is a member of the Club in a membership category qualifying them to play squash/racketball. Membership of the club in this category is only open to children with a parent/guardian who is a member or associate member in any category. A Mini-tennis Associate is eligible to join in the calendar year they are to turn 5 years of age and shall remain eligible to remain a member in this category through to the calendar year in which they turn 8 years of age. On 1 January of each year, a mini associate in this category who is to turn 9 years of age in that calendar year will be transferred to the corresponding Junior Associate category but shall not pay a Junior subscription until 1 April of that year, this being the point at which subscriptions become due for renewal. [amended 25 Feb 21]
- (j) **Mini-hockey Associate** who shall be permitted to participate in appropriate hockey activities but shall not be permitted to use the tennis or squash/racketball facilities of the club, other than use of the mini-tennis courts for hockey activities under the supervision of Club coaching staff. Membership of the club in this category is only open to children with a parent/guardian who is a member or associate member in any category. A Mini-hockey is eligible to join in the calendar year they are to turn 5 years of age and shall remain eligible to remain a member in this category through to the calendar year in which they turn 8 years of age. On 1 January of each year, a mini associate in this category who is to turn 9 years of age in that calendar year will be transferred to the corresponding Junior Associate category but shall not pay a Junior subscription until 1 April of that year, this being the point at which subscriptions become due for renewal [as amended 25 Feb 21]
- (k) **Off-peak Associate** who shall be permitted to use the tennis or squash facilities of the Club but playing times shall be subject to such conditions and restrictions as the Management Committee may, from time to time, determine. No person under 18 years of age shall be admitted as an Off-peak Associate of the Club.
- (l) **Country Associate** who does not reside permanently within forty miles of the Club. Country Associate membership shall terminate automatically if the Member's residence is established within a radius of forty miles.
- (m) **Social Associate** who shall not be permitted to use the tennis or squash facilities or to participate in the hockey activities of the Club. No person under 18 years of age shall be admitted as a Social Associate of the Club.
- (n) **Squash Associate** – who shall be permitted to participate in appropriate squash/racketball activities but who shall not be entitled to use the tennis or hockey facilities of the Club. Playing times may be subject to such conditions and restrictions as the Management Committee may, from time to time, determine. No person under 18 years of age shall be admitted as a Squash Associate of the Club. This membership category is subject to annual ratification at the Annual General Meeting of the Club. Any existing member transferring to this category will have any period in this category regarded as "full membership" in qualifying for 20-year membership.
- (o) **Corporate Associate – Tennis & Squash** which shall have the following terms. This category of membership shall include a range of corporate benefits published annually by the Management Committee, including advertising of the business on both tennis and squash courts and the right for the business to host a defined corporate hospitality event on Club premises. Each corporate membership shall entitle the company to nominate two individuals as members of the Club during the prevailing subscription year, with both entitled to the same playing and access rights as an Ordinary Membership – Tennis & Squash, as defined herein, but who shall not have any voting rights within the Club. The two individuals shall not be permitted the use of hockey activities of the Club unless a hockey supplement is paid in addition to the standard Corporate Associate subscription. No person under the age of 18 years of age on 1 April at the start of the subscription year shall be admitted to this class of membership. [as inserted 26 Feb 15]
- (p) **Offshore/Non-UK worker associate** who would on normal interpretation be regarded as "working away on a full-time basis" offshore or abroad for a minimum of 6 months per annum. The person would be required to provide to the management committee such evidence as they consider appropriate and the person would no longer qualify for this category of membership once the period of "working away" ceased. [as inserted 22 Feb 18]

5.4.3 **Sponsored Member** who shall have the same playing rights, privileges and liabilities as per the respective membership category they are being sponsored in (including equivalent rights as per 5.4.5) [Amended 24 Feb 2022; amended 23 Feb 2023 and moved into a separate section 5.4.3 (previously 5.4.1 (h))]

The Management Committee shall have the power to grant this free or discounted membership on an annual basis where the Member has provided or will provide some particular service for the Club, for example unpaid coaching assistance.

5.4.4 The maximum numbers of Members and Associates in each class of membership are: (Table section below inserted 24 Feb 2022 instead of previous section)

Full Senior Ordinary Members (Tennis & Squash) – Limit 335 members

- Ordinary Member - Tennis & Squash
- 20-Year Member- Tennis & Squash
- Family Ordinary Member - Tennis & Squash

[The limit in this category will also include those in the above categories who are also permitted to play hockey so are deemed to be "Tennis, Squash & Hockey"]

Full Senior Ordinary Members (Hockey) – Limit 165 members

Ordinary Member – Hockey
20-Year Member – Hockey
Family Ordinary Member – Hockey

Adult Associates (Tennis & Squash) – Limit 65 members [as amended 22 Feb 24]

Off-peak Associate
Country Associate
Offshore/Non-UK worker associate
Corporate Associate – Tennis & Squash

Student Associates (Tennis & Squash) – Limit 40 members

Student Associate -Tennis & Squash
Student Associate -Tennis, Squash & Hockey

Junior Associate (Tennis & Squash) – Limit 250 members

Junior Associate –Tennis & Squash
Junior Associate –Tennis Squash & Hockey
Family Junior Member - Tennis & Squash

[The limit in this category will also include those in the above category who are also permitted to play hockey so are deemed to be "Tennis, Squash & Hockey"]

Mini Associate (Tennis & Squash) – Limit 190 members

Mini Associate –Tennis & Squash
Mini Associate –Tennis Squash & Hockey
Family Mini Member - Tennis & Squash

[The limit in this category will also include those in the above category who are also permitted to play hockey so are deemed to be "Tennis, Squash & Hockey"]

Squash Associate – Limit 50 members [as amended 22 Feb 24]

Squash Associate

Student Associate (Hockey) – Limit 40 members

Student Associate – Hockey

Junior Associate (Hockey) – Limit 175 members

Junior Associate – Hockey (League Playing)
Junior Associate – Hockey (Non League Playing)

Mini Associate (Hockey) – Limit 50 members

Mini Associate – Hockey

Social Associate – Limit 300 members

Social Associate

Categories with no limit (as only granted by Management Committee or by AGM/SGM)

Honorary Life Member
Sponsored Member

Where a category maximum has been reached, a member whose age disqualifies them from their existing category, and requires that they "move up", will be allowed to move up and the maximum will be regarded as increased to include such a member. No other new member will be allowed to join the later category until the number falls below the maximum defined in the table above [inserted 24 Feb 22]

The above rule shall be modified, as below, if the limit for the maximum number of Associate Members in any class of Associate Member in Rule 5.4.has been reached. [as inserted 23 Feb 12 and amended 27 Feb 14]

If an application to become any class of Associate Member in Rule 5.4.2 is received from a family member of an existing or prospective Full Member or Off-Peak Associate, or is received where a member of the same household has been an Associate Member in Rule 5.4.2 for at least 6 months, the maximum number shown above shall be increased to allow such an application to be accepted. Apart from other applications of the same nature, no new member in the particular class affected will be accepted until the number of members in the particular class (including those allowed to join under this rule) falls below the number in the table above. [as inserted 23 Feb 12 and amended 27 Feb 14, 20 Feb 20]

Also where the Social Associate limit above has been reached but an application to become an associate member under clause 5.4.2 (h), (i) or (j) is able to be admitted to membership, these membership categories requiring a parent/guardian to be a member, the maximum number shown above shall be increased to allow a parent /guardian to become a Social Associate. Also where the Social Associate limit above has been reached, the maximum number shown above shall be increased to allow an existing member (who has been a playing member for a least 12 months) and /or such a person's partner, parent/guardian to become a Social Member [as inserted 25 Feb 21, amended 24 Feb 22]

- 5.4.5 Full Members (per 5.4.1) shall be entitled to receive notice of, attend and vote at general meetings. Associate Members (per 5.4.2) shall not be entitled to receive notice of, nor vote at general meetings, although they may attend. All Members shall be entitled to all privileges of membership including playing rights, subject to such conditions and restrictions as the Management Committee may, from time to time, determine.
- 5.4.6 All Members shall be subject to these Rules and the Regulations of the Club and shall abide by the rules and regulations of the LTA, the CLTA, SSL and the SHU (as appropriate) from time to time in force.

5.5 Subscriptions

- 5.5.1 The entrance fee (if any) and annual subscription for each type of Member shall be determined from time to time at the Annual General Meeting of the Club.
- 5.5.2 The Members shall pay any entrance fee and annual subscription fees determined at the Annual General Meeting from time to time.
- 5.5.3 No candidate who has been admitted as a Member shall be entitled to the privileges of membership until the person has paid the entrance fee (if any) and either paid their first annual subscription or made arrangements to pay this subscription by instalments.
- 5.5.4 Subscriptions are due on 1 April, and must be paid not later than 30 April, or in accordance with instalment terms as laid down, from time to time, by the Management Committee. In the event of any Member allowing their subscription to remain unpaid after the time allowed for payment, or not having made (and fulfilled) arrangements to pay their subscription by instalments, the person shall be deemed to be in default and may be declared no longer a Member, at the option of the Management Committee, but shall be liable for their subscription for the then current year and a late payment fee. No such Member in default shall be allowed to play in any Club competition, Club match or any other game, nor shall be entitled to the privileges of membership until such time as the subscription has been paid or arrangements made (to the satisfaction of the Membership Secretary or Management Committee) to pay the subscription. Additionally, no Member in default shall be allowed to vote or take part in any discussion of any motion or question before the Club until six months after they have paid (or made and fulfilled arrangements, as outlined above, to pay) the outstanding subscription.
- 5.5.5 Subscriptions cover the provision of facilities at the Club premises at Percy Drive, Giffnock and hockey pitches for matches and training as required to fulfil league and cup competition commitments and approved training programmes. The use of such facilities may also incur additional usage or booking charges. Any hockey pitch use outwith that approved by the Management Committee may also incur additional charges. A subscription does not cover, and the Club has no liability for, fees or expenses incurred directly or indirectly in relation to, the use of facilities at any other location unless approved by the Management Committee and any such costs incurred remain the responsibility and liability of the person using the facilities or having arranged to use such facilities. [as amended 28 Feb 13]

6. Resignation

- 6.1 A Member wishing to withdraw from membership of the Club must give written notice to the Membership Secretary not later than seven days after the Annual General Meeting of the Club. Failing such intimation they shall be held liable for their subscription for the ensuing year. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.

7. Expulsion & Suspension

- 7.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership, expel or suspend a Member if it determines that it would be in the interests of the Club to do so. The Management Committee would not take such action without good reason. [as amended 28 Feb 13]
- 7.2 In the event of the conduct of any Member, in the opinion of the Management Committee, being injurious to the character, interest or good order of the Club, the Management Committee shall have power to suspend the person or call upon the person to resign.
- 7.3 If, on being asked to resign, the person refuses to resign the Management Committee shall have the power to expel the person.
- 7.4 If a Member has been suspended or has refused to resign and has been suspended or expelled, the Member suspended or expelled shall have the right to appeal within 28 days and for the appeal to be heard as soon as possible within a further 28 days where the Member will be allowed to attend, make representations and be accompanied by a further representative. In the case of a Member under 16, a parent, guardian or court appointed representative of the Member will be required to attend for the appeal to be heard. The appeal will be to a panel comprised of up to 5 Members chosen from former Management Committee members. Two members of the Management Committee will also be allowed to attend the appeal and make representations. In the event of expulsion (either with or without an appeal), the Member expelled shall forfeit his subscription. [as amended 26 Feb 15]
- 7.5 The Management Committee may exclude the Member from the Club's premises until the appeal has been held. [amended 25 Feb 2016]
- 7.6 In the event of any Member being expelled or asked to resign from the club, they cannot be re-admitted to the club unless approved by the Management Committee.

8. Effect of Resignation or Expulsion

- 8.1 Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and the person has no right to the return of any part of his subscription.

9. The Management Committee

- 9.1 The management and affairs of the Club shall be vested in a Management Committee consisting of:
 - (a) the President;
 - (b) the Vice-President;
 - (c) the Immediate Past President;
 - (d) the Secretary;
 - (e) the Treasurer;
 - (f) the Membership Secretary;
 - (g) the Tennis Convenor;

- (h) the Squash Convenor [title as amended 22 Feb 18 to delete Racketball – changes elsewhere to remove references to racketball made 21 Feb 2019, and not separately highlighted];
 - (i) the Hockey Convenor;
 - (j) the House Convenor;
 - (k) the Bar Convenor;
 - (l) the Social Convenor;
 - (m) the Grounds Convenor;
 - (n) the Marketing Convenor;
 - (o) the Wellbeing and Protection Convenor (to be referred to as Welfare Officer in accordance with LTA guidelines); [as inserted 28 Feb 13; title amended 22 Feb 2024 to reflect the evolution of the role over recent years]
 - (p) no more than two other Members. [as amended 28 Feb 13]
- 9.2 The members of the Management Committee may delegate any of the powers that are conferred on them by these rules to such person, or committee, by such means (including power of attorney), to such extent, in relation to such matters and on such terms and conditions as they think fit. If the members of the Management Committee specify, any such delegation may authorise further delegation of members' powers. The members of the Management Committee may revoke any delegation or alter its terms and conditions.
- 9.3 The post of the Immediate Past President will be an automatic appointment unless the retiring President has indicated that he does not wish to accept this post.
- 9.4 The Secretary shall make available to the Members each year a nomination form for the election of members of the Management Committee. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by any two Full Members on the form prescribed by the Management Committee and must be submitted to the Secretary by 31 December, duly signed by the proposer, seconder and nominee. Nomination form can be issued in any format (including electronic) as deemed appropriate by the Management Committee. Nominations can be sent electronically to the Secretary. [as amended 23 Feb 2023]
- A member can nominate themselves for more than one position, however, they must show their order of preference and only their first choice will be shown in the AGM notice. The roles shall be allocated in the order that is shown in Section 9.1 in the Constitution. If there are still vacant positions after the AGM, committee members can fill remaining positions in an acting capacity. [inserted 23 Feb 2023]
- 9.5 Any person nominated as a member of the Management Committee must be a Full Member of the Club.
- 9.6 In the event of such nominations being less than the number required to fill the vacancies at the time of the Annual General Meeting of the Club, further nominations shall be accepted at the Annual General Meeting. Those persons proposed to be nominated must be nominated by any two Full Members present.
- 9.7 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the Annual General Meeting. If there is more than one candidate for any particular vacancy there shall be an election by ballot at the Annual General Meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 9.8 Election to the Management Committee shall be until the next Annual General Meeting.
- 9.9 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt any number of further Members to fill vacancies on the Management Committee, who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 9.10 All members of the Management Committee must attend such "protection of vulnerable groups" training as the Welfare Convenor and/or the Management Committee considers appropriate and agree to the Club undertaking "protection of vulnerable groups" checks by reference to "Disclosure Scotland" (or equivalent/successor organisations). Any member of the Management Committee shall be deemed to have vacated office if the person refuses or if the result of the check is considered unsatisfactory by the Management Committee [as inserted 25 Feb 16]
- 9.11 Retiring members of the Management Committee may be re-elected.
- 9.12 A member of the Management Committee shall be deemed to have vacated office if:
- (a) the person becomes bankrupt or makes any arrangement or composition with the person's creditors generally; or
 - (b) a registered medical practitioner who is treating the person gives a written opinion to the Management Committee stating that the person has become physically or mentally incapable of acting as a member of the Management Committee and may remain so for more than three months; or
 - (c) by reason of the person's mental health, a court makes an order which wholly or partly prevents the person's from personally exercising any powers or rights which the person would otherwise have; or
 - (d) the person resigns his office by notice to the Club; or
 - (e) the person shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that the person's office be vacated; or
 - (f) the person is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the CLTA, the LTA, SSL, or the SHU; or
 - (g) the person is requested to resign by not less than two-thirds of the other Management Committee members acting together.

- 9.13 No member of the Management Committee shall rent or lease land to the Club. No member of the Management Committee shall be a relative, business partner, or person acting under the direction of any person leasing or renting land to the Club. In the instance where a member of the Management Committee has a relative, business partner or person acting under the direction of anyone associated with the Club who receives emoluments based on the finances of any aspect of Club activity, that member will excuse themselves from any discussion relating to said emoluments. [as amended 23 Feb 2023]
- 9.14 The Management Committee shall nominate six persons to be the appointees representing the Club as members of the Giffnock Bowling and Tennis Club. This is necessary to represent the Club's interests in relation to property owned by the Giffnock Bowling and Tennis Club in which the Club has a joint interest (see rule 24.3). These six members shall include the President, Secretary and Treasurer and in the absence of specific nomination, the other three shall be the Vice President, the Immediate Past President and the House Convenor. Such members are to take instruction from and report to the Management Committee, as appropriate.
- 9.15 The President, Vice President, Secretary, Treasurer or other members of the management committee, as determined by the management committee, shall be ex officio Trustees for the club.
- 9.16 Any member of the Management Committee shall serve a maximum term of 6 years overall, with the President and Vice President roles limited to 2 years in each role. Once the maximum term is reached, the committee member shall step down for at least 1 year. The role will be advertised as vacant to members. If no one stands for the committee position, then the existing committee member may continue. However, the above rule will apply the following year. [as inserted 22 Feb 2024]

10. Proceedings of the Management Committee

- 10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than six meetings each year. The quorum for such meetings shall be either (i) half of the number of elected (and co-opted) members, as long as two of those in attendance are currently holding the posts of President, Vice President, Immediate Past President, Treasurer or Secretary, or (ii) 40% of the number of elected (and co-opted) members as long as three of those in attendance are currently holding the posts of President, Vice President, Immediate Past President, Treasurer or Secretary. If this calculation does not give a whole number, this will be rounded up to the next whole number. In the case of a quorum under (ii) any decision will require a two thirds majority. The President and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Management Committee not less than seven days' notice of a meeting. [as amended 22 Feb 2024]
- 10.2 Any member of the Management Committee may participate in a meeting of the Management Committee by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting is.
- 10.3 The President shall be the Chair of the Management Committee. Unless he is unwilling to do so, the President shall preside at every meeting of the Management Committee at which the President is present. But if there is no person holding that office, or if the President is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-President shall preside. If there is no Vice-President or if the Vice President is unwilling to preside, or if the Vice President is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be Chair of the meeting. [amended 25 February 2016]
- 10.4 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the President (or the acting Chair of that meeting) shall have a casting or additional vote.
- 10.5 The Management 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 Management Committee as the Management Committee may determine. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee. The President, Vice President, Secretary and Treasurer are ex-officio members of all sub-committees.
- 10.6 The Management Committee shall be responsible for the management of the Club, including, but not limited to, the power:
- to fill a casual vacancy of the Club Auditors between Annual General Meetings;
 - to prescribe the duties of the Management Committee;
 - to make and implement byelaws and rules on all matters affecting the Club and its members, including policies on Conduct, Discipline, and Protection of Vulnerable Groups.
 - to appoint and determine the terms and conditions of service of employees of the Club;
 - to enter into contracts for the purposes of the Club on behalf of all the Members;
 - to instruct the President, Vice-President and Secretary to take legal action in the name of and on behalf of the Club.
- 10.7 Every member of the Management Committee, employee or agent of the Club shall be indemnified by the Club. 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 the person may become liable, by reason of any contract entered into or act or thing done by the person in good faith, as such member of the Management Committee, employee or agent, in accordance with the instructions of the Management Committee or Annual General Meeting or Extraordinary General Meeting 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.

11. Regulations and Standing Orders

- 11.1 The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

12. Finance

- 12.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No account applicable to the Club shall be paid and no sum shall be drawn from that account without the approval of the Management Committee and the signature of any two representatives of the Management Committee who have been authorised by the Management Committee to sign cheques on behalf of the Club and whose names have been registered with the Club's bank.
- 12.2 The Treasurer may retain a cash sum for running expenses and shall lodge in Bank or invest in the name of the Club as soon as practicable the balance of the moneys held on behalf of the Club.
- 12.3 The Club shall not, from normal income, incur extraordinary or capital expenditure exceeding 20% of the annual subscription income of the Club except with the consent of Members obtained at the Annual General Meeting or at an Extraordinary General Meeting of the Club called for that purpose.
- 12.4 The Management Committee shall have power to authorise expenditure from Special Funds created at an Annual General Meeting or Extraordinary General Meeting of the Club provided that the expenditure is in accordance with the purposes for which the funds were set up.
- 12.5 Subject to Rule 26.3, the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 12.6 The Management Committee shall have power to authorise the payment of remuneration and expenses to any member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club.
- 12.7 The financial transactions of the Club shall be recorded by the Treasurer, or under the Treasurer's supervision, in such manner as the Management Committee thinks fit.
- 12.8 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly examined by the auditors and the auditors should make a report on these which should be made available with the accounts. The auditors are to be two members (although in the absence of two members accepting the role, one member) of the club, such person(s) considered to have the requisite experience and knowledge to carry out an independent examination of the club's financial affairs for the year. In the absence of members being appointed to be the club's auditors, an appropriate external person may be appointed. The accounts must be made available to every Member when notice concerning the Annual General Meeting is given.

13. Borrowing

- 13.1 The Management Committee shall have power to borrow money, and to secure such money on behalf of the Club as agreed at an Annual General Meeting or at an Extraordinary General Meeting of the Club.
- 13.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at an Annual General Meeting or Extraordinary General Meeting.
- 13.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

14. Complaints

- 14.1 All complaints shall be made in writing to the Secretary, and shall be signed by the Member or Associate Member making them. The Secretary shall submit these to the Management Committee who shall have power to deal with them as it deems fit.
- 14.2 All differences between Members or Associate Members shall be determined by the Management Committee.

15. Annual General Meeting

- 15.1 The Annual General Meeting of the Club shall be held not later than 31 March in each year to transact the following business:
 - (a) to receive the President's report of the activities of the Club during the previous year;
 - (b) to receive and consider the accounts of the Club for the previous year up to 30 November, the auditors' report on the accounts and the Treasurer's report as to the financial position of the Club;
 - (c) to remove and elect the auditors or confirm that they remain in office;
 - (d) to elect the members of the Management Committee;
 - (e) to decide on any resolution which may be duly submitted in accordance with Rule 15.2 below;
 - (f) to deal with any other matters which the Management Committee desires to bring before the membership.
- 15.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Secretary no later than 31 December each year.
- 15.3 No period greater than fifteen months shall elapse between one Annual General Meeting and the next.

16. Extraordinary General Meeting

- 16.1 An Extraordinary General Meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Secretary of a requisition in writing signed by not less than twenty Members stating the purposes for which the meeting is required and the resolutions proposed.

17. Procedures at the Annual General Meetings and Extraordinary General Meetings

- 17.1 The Secretary shall send to each Full Member notice of the date of the General Meeting together with the resolutions to be proposed at least 7 days before the meeting. Such notice will be by post or, if the Member has so instructed, by email. Any Member changing his postal, email address or telephone number is responsible for advising the Membership Secretary of the change in writing or by email. Failing such intimation, all notices sent to the last known postal or email address shall be held as duly delivered.
- 17.2 The quorum for the Annual and Extraordinary General Meetings shall be 30 Full Members or one-tenth of the Full Members of the Club (whichever is the lesser number).
- 17.3 The President shall preside at all meetings of the Club but if the President is not present within 15 minutes after the time appointed for the meeting or has signified their inability to be present at the meeting, the Full Members present may choose one of the other members of the Management Committee present to preside and, if no other member of the Management Committee is present or willing to preside, the Full Members present may choose one of their number to be Chair of the meeting.
- 17.4 If the Full Members 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 Management 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 Club must give at least 7 days notice to the persons to whom notice of the Club's meetings is required to be given in accordance with rule 17.1. 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.
- 17.5 Each Full Member present shall have one vote and resolutions shall be passed by a simple majority of those Full Members present and voting. In the event of an equality of votes the Chair of the meeting shall have a casting or additional vote.
- 17.6 The Secretary, or in his /her absence a member of the Management Committee, shall take minutes at Annual and Extraordinary General Meetings. Such minutes will be posted on the notice board of the Club at least 14 days before the following Annual General Meeting and will be presented for adoption at that Annual General Meeting.
- 17.7 There shall be no right for a Full Member to vote by proxy. No person may represent more than one Full Member.
- 17.8 The Full Members shall have power at the Annual General Meeting to appoint an Honorary President and an Honorary Vice-President(s) who, as such, shall have no voice in the management of the Club.
- 17.9 Any decision of the Club on the business submitted at an Annual or Extraordinary General Meetings shall not be subject to review within a period of six months.
- 17.10 In special circumstances the Management Committee may convene an Annual General Meeting or Special General Meeting by way of video conferencing or conference telephone or similar equipment that allows every person participating to hear and speak to one another throughout such meeting. A Full Member so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place when the management committee deem there to be "special circumstances" which require the meeting to take place by virtual means, as outlined above, with the meeting to be recorded as having taken place where the Chair of the meeting is. [Inserted 25 February 2021]

18. Alteration of the Rules

- 18.1 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 Full Members present and voting at the General Meeting, the notice of which contains particulars of the proposed alteration or addition.
- 18.2 As soon as practicable and in any case within 28 days after the making of any alteration or addition to these rules the Secretary must give written notice of the alteration or addition to the proper Licensing Authority.

19. Protection of Vulnerable Groups

- 19.1 The club is fully committed to safeguarding the welfare of all vulnerable groups (whether adult or children) in its care. It recognises the responsibility to promote safe practice and to protect vulnerable groups from harm, abuse and exploitation. Staff and volunteers will work together to embrace difference and diversity and respect the rights of vulnerable groups.

20. Purchase and Supply of Liquor

- 20.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Management Committee.
- 20.2 No alcoholic liquor shall be sold or supplied in the Club premises for consumption off the premises except to a Member in person for consumption by him nor shall alcoholic liquor be sold or supplied to any person under eighteen years of age.
- 20.3 No alcoholic liquor shall be brought in and consumed on the Club premises except on special occasions and with the consent of the Management Committee and then only during permitted hours.
- 20.4 A visitor shall not be supplied with alcoholic liquor on the Club premises unless on the invitation and in the company of a Member and that Member shall, upon the admission of such visitor to the Club premises or immediately upon the person being supplied with such liquor, enter the person's own name and the name and address of the visitor in a book which shall be kept for the purpose and which shall show the date of each visit. Where visitors are attending a function on the club premises, the President, Vice President, Secretary or Bar Convenor will be authorised to sign in all guests of a Member by signing these in the visitors' book as a group and appending a list of attendees in the visitors' book.

21. Commission

- 21.1 No one may at any time receive at the expense of the Club or any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
- 21.2 No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

22. Guests

- 22.1 Any Member may introduce guests to the Club, and any player, coach, other team representative, match official or spectator attending the Club's premises (by invitation of the Club) who is not a Member shall be a guest of the Management Committee, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.
- 22.2 The Member introducing a guest and any person introduced as a guest of the Management Committee in accordance with Rule 21.1 must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.
- 22.3 Members shall have the privilege of bringing friends to the Club but must not abuse this privilege.

23. Opening of Club Premises

- 23.1 The Club is open between 9.00 hrs and 23.00 hrs on each day or at such other times or for such other periods as the Management Committee shall decide.

24. Permitted Hours

- 24.1 The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Premises Licence.

25. Property

- 25.1 The property, effects and money of the Club shall belong to all Full Members equally, and the right and interest of each Full Member shall be personal, and not assignable or arrestable, and shall expire with Membership and shall not pass to executors or successors.
- 25.2 No Member shall take or permit to be taken from the clubhouse or grounds any article belonging to the Club, and no notice or document of any kind shall be placed in the clubhouse unless by the authority of the Management Committee.
- 25.3 The Giffnock Bowling and Tennis Club exists:
- (a) to hold the Land (hereinafter "the Land") at 4 Percy Drive, Giffnock, Glasgow, G46 6PA as more particularly detailed in the titles held by Campbell Riddell Breeze Paterson Solicitors of 229 Fenwick Road, Giffnock, Glasgow, G46 6JQ, on behalf of the voting members of Giffnock Bowling Club and Giffnock Tennis Squash and Hockey Club.
 - (b) to consider and decide upon any proposed development affecting the Land and in particular any request by Giffnock Bowling Club or Giffnock Tennis Squash and Hockey Club to encumber or assign in security the Land subject to the requirements laid down in the Giffnock Bowling & Tennis Club Constitution.

26. Notices

- 26.1 The Club can send, make available or supply any notice, ballot paper, accounts, document, or other information by personal delivery, by posting it to the intended recipient's usual address, by sending it or supplying it in electronic form to an address notified by the intended recipient to the Club or by making it available on a website and notifying the intended recipient of its availability in accordance with this rule.
- 26.2 If any notice or other information is left by the Club at the intended recipient's usual address, it is treated as being received on the day it was left.
- 26.3 If any notice or other information is sent by the Club 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.
- 26.4 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.

27. Dissolution

- 27.1 A resolution to dissolve the Club shall be proposed only at an Extraordinary General Meeting at which there must be present at least three-quarters of the Full Members and shall be passed only if carried by a majority of at least nine-tenths of the Full Members present and voting.
- 27.2 The dissolution shall take effect from the date of the resolution and the Members shall be bound, should a vote of dissolution be carried, to become liable and responsible for all burdens, debts, and every obligation of the Club as at the date of such meeting. The members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 27.3 To the extent that the assets on dissolution include amounts received from lottery grants (or similar), such amounts will either be repaid to the body providing such funds or be paid to a group or club with charitable or community benefit purposes or objects similar to the Club. Thereafter the assets (if any) of the Club, after payment of creditors, shall be given or transferred to some other

organisation or organisations having objects (that is aims and activities) similar to the objects of the Club, such organisation or organisations to be determined by the Full Members of the Club by a resolution at an Extraordinary 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. [as amended 25 Feb 16]

28. Constitution

- 28.1 A copy of the Constitution shall be exhibited in the clubhouse and issued to all Members on admission to Membership or Associate Membership.
- 28.2 Alterations or additions to the Constitution may be made only at an Annual General Meeting, or an Extraordinary General Meeting of the Club called for that purpose. Notice of intent to alter or add to the Constitution shall be given in the notice calling the meeting. Any alteration or addition may be made only if affirmed by two-thirds of the Full Members present and voting at the meeting.
- 28.3 No alterations or additions may competently be made which would render the Constitution non-conformant to the provisions of the Licensing (Scotland) Act 2005, and any amendment thereto.

Declaration

This constitution was approved and adopted by Giffnock Tennis Squash and Hockey Club at an Annual General Meeting held on 24 February 2011.

Designation:	President	Original Signed
Name	Richard Cook	
Address	78 Seres Road, Clarkston, Glasgow, G76 7QF	
Designation:	Secretary	Original Signed
Name	Carol Ann McAllister	
Address	20 Montford Avenue, Kings Park, Glasgow, G44 4PA	
Designation:	Treasurer	Original Signed
Name	Jim Kerr	
Address	21 Forres Avenue, Giffnock, Glasgow, G46 6LH	

Amended 28 October 2011, 23 February 2012, 28 February 2013, 27 February 2014, 26 February 2015, 25 February 2016, 22 February 2018, 21 February 2019, 20 February 2020, 25 February 2021, 24 February 2022, 23 February 2023. 22 February 2024.