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**BROOKLANDS CRICKET, LAWN TENNIS  
AND HOCKEY CLUB LIMITED**

**BYELAWS, RULES AND REGULATIONS**

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**Brooklands Sports Club**

## INTERPRETATION

The following definitions apply to this document:-

<b>"Board"</b>	means the board of Directors of the Club
<b>"Chairman"</b>	means the Director who has been elected by the Members to be chairman of the Club
<b>"Club"</b>	means Brooklands Cricket, Hockey and Lawn Tennis Club Limited (company registered number 00254098)
<b>"Constitution"</b>	means the Articles of Association of the Club
<b>"Director"</b>	means a member of the Board who is listed on the Register of Directors and Secretaries at Companies House as a current Director of the Club
<b>"Football Club"</b>	means Brooklands Dragons Junior Football Club
<b>"Ground Secretary"</b>	means the Director who has been nominated by the Board to be responsible for the grounds and facilities of the Club
<b>"Member"</b>	means a Member of the Club whose details are held by the Membership Secretary and who has (where applicable) paid his/her subscriptions up to date
<b>"Membership Secretary"</b>	means the Director who has been nominated by the Board to be responsible for administering the membership of the Club
<b>"Official"</b>	means any Director of the Club, any member of a Sectional committee or any coach, team-manager or team-captain appointed by any Section of the Club
<b>"Playing Committee"</b>	means a committee comprising the chairmen of each Section of the Club together with a representative of the Football Club and chaired by the Chairman of the Club or (where the Chairman is not present at a meeting) such other member of the Playing Committee as the Playing Committee shall nominate.
<b>"President"</b>	means the Director who has been elected by the Members to be President of the Club
<b>"Rules"</b>	means these Byelaws, Rules and Regulations
<b>"Secretary"</b>	means the secretary of the Club as listed on the Register of Directors and Secretaries at Companies House
<b>"Section"</b>	means a sporting section of the Club as defined in the Constitution

## **RECITALS**

- (A) The Rules are drafted under powers contained in Articles 8.8 and 8.9 of the Constitution.
- (B) The Rules bind all Directors, Members and junior subscribers of and guests and visitors to the Club.
- (C) The power to enforce the Rules resides in the Board or such other person, Section or body as the Board may nominate.
- (D) It is the responsibility of all Members and Sections of the Club to comply with the Rules and to assist the Board in their enforcement. Failure to do so may result in the Board imposing such penalty as it deems appropriate.

## **1. BYELAWS**

The following Byelaws apply to the Board, its committees, the Members and Sections and regulate the administration and governance of the Club.

### **1.1 Provision of information**

#### **1.1.1 Information to be available on request**

1.1.2 It is the responsibility of all Members and Sections to comply with any request by the Board for information pertaining to any matter in respect of which the Board has responsibility under the Constitution.

1.1.3 Individual Sections shall supply any information requested under clause 1.1.1 within a reasonable period of the request being made.

#### **1.1.4 Information to be provided annually by Sections**

1.1.5 Each Section shall supply a budget/account of its finances to the Board within one month of the end of that Section's playing season (as defined in the Constitution).

### **1.2 Board meetings**

1.3 Any Director may convene a meeting of the Board by request to the Secretary.

1.4 The Board shall normally meet once a month (or more frequently if necessary) on such dates as are agreed by a majority of the Board.

1.5 In any event, the Board shall meet no less than 4 times in every calendar year.

1.6 The agenda for Board meetings shall be drafted by the Secretary in advance of the meeting. Any Director may request that any item be added to the agenda either prior to or at the meeting.

1.7 Voting at Board meetings shall be by majority.

1.8 In the event that a majority decision cannot be reached in a meeting of the Board, the Chairman or (if the Chairman is not present at the meeting) the President shall have the casting vote.

1.9 Subject to clause 1.10, the Board may reach a decision by majority without a meeting taking place provided that each Director has been given the opportunity to vote on that decision by means of telephone, email or other electronic communication.

- 1.10 The Board may not reach a decision which binds the Club to expenditure of more than £1000 without a meeting taking place.
- 1.11 Where a Director has any personal or financial interest in an issue which forms the subject of a proposed discussion or vote of the Board, that Director shall declare the nature and extent of such interest prior to any such discussion or vote taking place. If a Director makes such a declaration, the Board may require that Director to withdraw from the discussion and/or the vote.
- 1.12 **Playing Committee meetings**
- 1.13 Any member of the Playing Committee or the Ground Secretary may convene a meeting of the Playing Committee by request to the Chairman.
- 1.14 The Playing Committee shall meet no less than 4 times in every calendar year and shall meet more frequently where necessary.
- 1.15 The agenda for Playing Committee meetings shall be drafted by the Member convening the meeting or by the Chairman in advance of the meeting. Any Playing Committee member or the Ground Secretary may request that any item be added to the agenda either prior to or at the meeting.
- 1.16 Voting at Playing Committee meetings shall be by majority.
- 1.17 In the event that a majority decision cannot be reached in a meeting of the Playing Committee, the Chairman or (if the Chairman is not present at the meeting) the person who has been nominated as chairman of the meeting shall have the casting vote.
- 1.18 The chairman of each Playing Committee meeting shall ensure that a copy of the written record of the meeting is supplied to the Board following that meeting.
- 1.19 **Sectional meetings**
- 1.20 Any Member of the Club may convene a meeting of a Section by request to the chairman or secretary of the Section, provided that such request is reasonable.
- 1.21 The Section shall hold a meeting of its nominated officers no less than 4 times in every calendar year and more frequently where necessary.
- 1.22 The agenda for Sectional meetings shall be drafted by the secretary of the Section in advance of the meeting. Any Member of a Section may request that any item be added to the agenda either prior to or at the meeting, provided that such request is reasonable.
- 1.23 Voting at Sectional meetings shall be by majority.
- 1.24 In the event that a majority decision cannot be reached in a meeting of a Section, the Section's chairman or (if the Section's chairman is not present at the meeting) the person who has been nominated as chairman of the meeting shall have the casting vote.
- 1.25 **Meetings with third-parties**
- 1.26 The Board or any sub-committee appointed by it may meet with third-parties (including but not limited to LA Fitness, Trafford Metropolitan Borough Council or Sale Grammar School) where the Board considers that such a meeting is in the interests of the Club.
- 1.27 Attendees at any such a meeting shall ensure that a report of the meeting is supplied to the Board following the meeting.

- 1.28 **Records of meetings**
- 1.29 The Board shall maintain a written record of its meetings, including but not limited to the Annual General Meeting and any General Meeting of the Club. The responsibility for maintaining such records rests with the Secretary or (where the Secretary is not present at the meeting) such other Director as the Board shall nominate.
- 1.30 The Playing Committee shall maintain a written record of its meetings. The responsibility for maintaining such records rests with whichever member of the Playing Committee as the chairman of the meeting shall nominate.
- 1.31 Each Section shall maintain a written record of its meetings, including but not limited to its Annual General Meeting and any General Meeting. The responsibility for maintaining such records rests with the Section's secretary or (where the Section's secretary is not present at the meeting) such other Member of the Section as the chairman of the meeting shall nominate.
- 1.32 A written record shall be kept of any meeting between the Board or any sub-committee appointed by it and any third party.
- 1.33 **Power to bind**
- 1.34 Subject to clauses 1.35 and 1.35, the Board, Playing Committee, and each Section shall have the power to nominate individual Directors/Members or sub-committees to act on their behalf and to bind them.
- 1.35 No Member may bind the Club, the Board, the Playing Committee or any Section in any way which contravenes the Constitution.
- 1.36 No Member may bind the Club, the Board or the Playing Committee to any financial commitment without the express prior approval of the Board.
- 1.37 **Incorporation of Membership Rules and Procedures**
- 1.38 The Membership & Subscription Collection - Rules and Procedures (as issued by the Membership Secretary and as from time to time amended) shall be incorporated into these Rules and have the same effect as if promulgated by the Board.
- 1.39 **Affiliation of the Football Club**
- 1.40 The Football Club shall be affiliated to the Club. The Football Club shall:
- 1.40.1 comply with the Membership & Subscription Collection - Rules and Procedures in the same way and to the same extent as the Sections;
  - 1.40.2 be entitled to financial and other support provided in such a manner as the Board consider appropriate; and
  - 1.40.3 be represented on the Playing Committee.
- For the avoidance of doubt, members of the Football Club shall be full junior members of the Club and vica versa but shall not be senior members of the Club.
- 1.41 **Amendments and interpretation**
- 1.42 Only the Board may alter, amend, abrogate or interpret the Rules. The decision of the Board on such matters shall be final.
- 1.43 The Board may draft new Rules as and when it considers appropriate in accordance with Article 8.8 of the Constitution.

## 2. RULES AND REGULATIONS

The following Rules and Regulations govern the day to day conduct of Members, junior subscribers, Sections, visitors and guests whilst on Club premises.

2.1 All Members shall assist the Board and Sections in complying with these Rules and Regulations.

### 2.2 Standards of behaviour

2.3 Members shall:

2.3.1 refrain from making excessive noise or using foul language when playing sport;

2.3.2 be quiet and considerate to neighbours when leaving Club premises at night;

2.3.3 treat the players of other Sections with respect; and

2.3.4 comply with the reasonable requirements of other Sections regarding their playing surfaces and match arrangements (e.g. members shall avoid movement behind the bowler's arm during cricket matches and await instructions to pass from those playing in the match).

2.4 It is forbidden to:

2.4.1 use foul or abusive language;

2.4.2 behave in an inappropriate or rowdy manner; or

2.4.3 engage in violent behaviour

whilst on Club premises.

2.5 In particular, anyone who behaves in a manner described at 2.4 above towards any Official, any person employed or nominated by the Board or any member of the bar or LA Fitness staff shall have any entitlement to use or remain upon Club premises immediately suspended. In such circumstances the police may be called to remove such individual(s) from the premises. Where the offending individual is a Member of the Club, they shall also be subject to the disciplinary procedure at 2.7 below.

2.6 Members are requested to co-operate with the staff of LA Fitness. The same standards of behaviour as are required towards Club Officials are required towards the staff of LA Fitness.

### 2.7 Disciplinary/dispute resolution procedure

2.8 A disciplinary/dispute resolution hearing (a "**DDR Hearing**") may be requested by:

2.8.1 an Official who considers that a Member has breached these Rules; or

2.8.2 a Member who is in dispute with an Official or who wishes to contest a sanction imposed by an Official.

2.9 A request under clause 2.8 shall be made in writing to the Secretary.

2.10 A DDR Hearing shall be heard by the Chairman and two Directors chosen by the Chairman (the "**DDR Committee**").

- 2.11 A DDR Hearing shall take place within one month of receipt of a request by the Secretary.
- 2.12 The DDR Committee shall have the power to:
- 2.12.1 interpret the Rules;
  - 2.12.2 decide upon any dispute which is the subject matter of the referral;
  - 2.12.3 impose any reasonable sanctions which it considers appropriate in the circumstances;
  - 2.12.4 cancel a Member's membership of the Club without refund of subscriptions; and
  - 2.12.5 ban any individual from Club premises.

Decisions of the DDR Committee shall be made by majority vote.

- 2.13 A Member who is the subject of a DDR Hearing shall have the right to:
- 2.13.1 one week's notice of that hearing;
  - 2.13.2 attend that hearing;
  - 2.13.3 be accompanied to that hearing by one other person.
- 2.14 In the event that a Member fails to exercise any of the rights set out at clause 2.13, the DDR Committee may nevertheless conduct the DDR Hearing and reach a decision under clause 2.12.
- 2.15 A disciplinary/dispute resolution appeal (a "**DDR Appeal**") may be requested by a Member has been the subject of a DDR Hearing.
- 2.16 A request under clause 2.15 shall be made in writing to the Secretary within one month of the date of the DDR Hearing.
- 2.17 A DDR Appeal shall be heard by the President and two Directors chosen by the President (the "**DDR Appeal Committee**"). None of the DDR Appeal Committee shall be the same persons who formed the DDR Committee in relation to the Member's original DDR Hearing.
- 2.18 A DDR Appeal shall take place within one month of receipt of a request by the Secretary.
- 2.19 The DDR Appeal Committee shall have the power to:
- 2.19.1 affirm the decision of the DDR Committee; or
  - 2.19.2 remit the decision to the DDR Committee for reconsideration, with recommendations.

Decisions of the DDR Appeal Committee shall be made by majority vote.

- 2.20 A Member who is the subject of a DDR Hearing shall have the right to:
- 2.20.1 one week's notice of that hearing;
  - 2.20.2 attend that hearing;

- 2.20.3 be accompanied to that hearing by one other person.
- 2.21 In the event that a Member fails to exercise any of the rights set out at clause 2.20, the DDR Appeal Committee may nevertheless conduct the DDR Appeal and reach a decision under clause 2.19.
- 2.22 Any decision by the DDR Appeal Committee to affirm the decision of the DDR Committee shall be final.
- 2.23 **Care of Club property**
- 2.24 It is forbidden to:
- 2.24.1 deliberately deface or cause damage to the property of the Club or a Section;
  - 2.24.2 remove from Club premises any property of the Club or a Section unless authorised to do so by an Official;
  - 2.24.3 behave in a manner that is likely to result in Club property being damaged or destroyed;
  - 2.24.4 deposit litter anywhere on Club grounds (please use the bins provided);
  - 2.24.5 bring dogs (except guide dogs) onto Club grounds to walk them or otherwise;
  - 2.24.6 play ball games against the walls of the clubhouse or against any netting erected around playing facilities;
  - 2.24.7 take glass containers onto the all weather surfaces;
  - 2.24.8 take food onto the all weather surfaces;
  - 2.24.9 smoke on the all weather surfaces; or
  - 2.24.10 climb on the fencing which surrounds the all weather surfaces.
- 2.25 Members shall remove all objects from playing surfaces which may present a danger to users of those surfaces or to other Members.
- 2.26 **Membership**
- 2.26.1 **Applications for membership**
  - 2.26.2 All prospective members shall:
    - (a) apply to join the Club using the membership forms available in the Club reception (by the Club noticeboards) or on the Club's website; and
    - (b) indicate a primary sport (or select non-playing membership) when applying to join the Club.
  - 2.26.3 Where a prospective member applies for student membership, they shall provide an educational institution and end-date for their course on their application form. Failure to do so shall result in the Member being required to pay full adult subscriptions.

- 2.26.4 Where a prospective member is under the age of 18, they shall provide their date of birth on their application form. Failure to do so may result in their application being rejected.
- 2.26.5 Where a member applies to join the Club after the start of their primary sport's season, they may be required to pay a subscription for the period remaining until the start of the next season calculated on a pro-rata basis.
- 2.26.6 **Payment of subscriptions**
- 2.26.7 All Members shall pay their subscriptions promptly upon receipt of a request to do so from either the Membership Secretary or a sectional membership liaison officer.
- 2.26.8 Failure to pay subscriptions promptly may result in a Member being immediately banned from Club premises and forbidden from playing on Club teams.
- 2.26.9 **Payment of subscriptions by Direct Debit**
- 2.26.10 Where a Member chooses to pay their subscriptions by Direct Debit, that Member shall give the Membership Secretary advance, written notice before cancelling the Direct Debit instruction for whatever reason.
- 2.26.11 A Member may not cancel their Direct Debit mandate after only one half of their annual subscriptions have been collected. If such a cancellation takes place and the Member subsequently fails to pay the second half of their subscription by cash/cheque:
- (a) they shall be immediately banned from Club premises and forbidden from playing on Club teams;
  - (b) they shall be forbidden from rejoining the Club at any point in the future until their subscription arrears have been paid in full; and
  - (c) the Club reserves the right to take legal action against the Member to recover their unpaid subscriptions.
- 2.26.12 Where a Member gives the Membership Secretary notice of their resignation and that resignation is accepted and noted by the Membership Secretary, it is the responsibility of the Member to cancel the Direct Debit instruction with their bank.
- 2.26.13 **Membership cards - requirement to carry at all times**
- 2.26.14 Each Member is required to carry their membership card at all times while on Club premises.
- 2.26.15 Membership cards are non-transferable and relate solely to the Member to whom they are issued. They shall not be passed to any other individual.
- 2.26.16 Where a Member has not been issued with a membership card or where their card has been lost or stolen, it is the responsibility of that Member to contact the Membership Secretary or the sectional membership liaison officer of their primary sport Section in order to obtain a membership card.
- 2.26.17 While on Club premises, Members may be required to produce their membership card by:
- (a) any Official of the Club;

- (b) any person employed or nominated by the Board;
- (c) any member of the bar or LA Fitness staff; or
- (d) any other Member of the Club.

2.26.18 If a Member cannot produce their membership card on request, they may be required to vacate Club premises immediately.

2.26.19 **Registration for sports**

2.26.20 Membership cards list which sports a Member is registered to play (with the Member's primary sport listed first).

2.26.21 Notwithstanding the fact that some categories of membership entitle Members to play all/any sports at the Club without making further payment, if a Member wishes to play a sport which is not shown on their membership card they shall contact the Membership Secretary or a sectional membership liaison officer to have their record and card to be updated.

2.26.22 **Updates to membership status**

2.26.23 It is the responsibility of each Member to inform the Membership Secretary or a sectional membership liaison officer in the event that their membership status changes (e.g. playing to non-playing/adult to senior citizen).

2.26.24 **Resignation of membership**

2.26.25 A Member who wishes to resign from membership of the Club shall do so in writing to the Membership Secretary or to a sectional membership liaison officer.

2.26.26 No refund of subscriptions will be made where a Member wishes to resign part way through a season.

2.27 **Guests of Members**

2.28 Playing Members are entitled to bring a guest to play at the Club providing that the same guest is not brought to play at the Club on more than three separate occasions each year.

2.29 Non-playing Members are entitled to bring a guest to use the Club bar providing that the same guest is not brought to use the Club bar on more than on six separate occasions each year.

2.30 Whenever a guest of a Member is on Club premises, the Member who brings the guest to the Club is responsible for ensuring that their guest complies with these Rules.

2.31 **Apparel**

2.31.1 **Footwear**

2.31.2 All Members shall wear footwear which is appropriate for:

- (a) their respective sport(s); and
- (b) the surface upon which that sport is being played (e.g. all-weather surfaces or squash courts).

2.31.3 **Clothing**

2.31.4 All Members shall wear clothing which is appropriate for their respective sport(s).

2.31.5 Members shall wear kit in the Club colours if such kit is available.

2.31.6 Tennis players shall wear predominantly white clothing.

2.32 **Use of the all weather surfaces**

2.33 The all weather hockey pitch/tennis courts shall be locked when not in use.

2.34 Responsibility for ensuring that the all weather surfaces are locked when not in use rests with the individual, group, team or Member who used the surface last.

2.35 Informal use of the all weather hockey pitch is forbidden - all usage shall be approved in advance by a Section, the Board or by the Astroturf Booking Administrator (astro@brooklandssportsclub.co.uk).

2.36 All use of the all weather hockey pitch (whether by individual members, Sections or otherwise) shall be scheduled, booked and agreed in advance by the Astroturf Booking Administrator (astro@brooklandssportsclub.co.uk) in accordance with the 'Astroturf Pitch: Usage Policy'.

2.37 All tennis players shall lower nets and brush courts once play has concluded.

2.38 **First aid and child protection**

2.39 A parent/guardian of each junior subscriber shall complete a Parental Contract before their child will be permitted to play sport at the Club. The Parental Contract shall be passed to the coach/sectional membership liaison officer of the child's primary sport and retained by that Section for the entire period during which the junior continues to play sport at the Club.

2.40 If a junior subscriber remains at the Club for more than one year, a parent/guardian shall resign/resubmit a Parental Contract for every year their child continues to play sport at the Club.

2.41 Sections shall ensure that first aid equipment is available nearby while sport is being played.

2.42 Sections shall ensure that those supervising junior sport are aware of the medical and emergency contact details of the juniors under their supervision (as detailed in each child's Parental Contract).

2.43 Sections shall ensure that they attain and retain Sport England Clubmark and the accreditation of their National Governing Body in relation to Child Protection and other minimum operating standards.

2.44 Sections shall encourage Members to obtain first aid qualifications.

2.45 Sections and Members should familiarise themselves with the Club's and each Section's child protection policy.

2.46 **Incorporation of Astroturf Pitch: Usage Policy**

2.47 The Astroturf Pitch: Usage Policy (as from time to time amended by resolution of the Board) shall be incorporated into these Rules and have the same effect as if promulgated by the Board.

2.48 **Incorporation of Licensing Laws and Bar Rules**

2.49 Members are required to comply with the licensing laws and the bar rules as displayed in the bar of the Club.

2.50 Such Licensing Laws and the Bar Rules are hereby incorporated within these Rules and Regulations and have the same effect as if promulgated by the Board.

2.51 **Amendments and interpretation**

2.52 Only the Board may alter, amend, abrogate or interpret these Rules and Regulations. The decision of the Board on such matters shall be final.

2.53 The Board may draft new Rules as and when it considers appropriate in accordance with Article 8.8 of the Constitution.

2.54 **Sanctions for breach of Rules and Regulations**

2.55 The Board reserves the right to terminate the membership of any Member who breaches these rules without refunding their subscription.

2.56 The Board reserves the right to ban from Club premises any individual, group, team or Member found to be in breach of these rules.