

MUSWELL HILL METHODIST LAWN TENNIS CLUB
CONSTITUTION

1. Name

The Club is called Muswell Hill Methodist Lawn Tennis Club ("the Club"), also known as MHMLTC.

2. Definitions

"the CLTA" means the Middlesex County Lawn Tennis Association;

"the Game" means the game of tennis;

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

"the Licence" means the licence agreement dated 1 July 2001 between the Trustees of the North Bank Estate and the Club pursuant to which the Club is licensed to use the Licensed Premises.

"the Licensed Premises" has the meaning set out in the Licence

"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 5JQ 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;

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

"the Officers" means the elected and co-opted members of the Management Committee;

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

"the Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 10.6; and

"the Voting Members" means those members whose class of membership entitles them to receive notice of, attend and vote at general meetings.

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

Any meeting required or permitted to be held under this constitution may be held via a physical meeting in a particular place or virtual meeting or any combination of the two and any reference to the "place" where the meeting is to be held shall be construed accordingly.

3. Objects

The objects of the Club are:

- (a) to provide tennis, social and other activities and generally to encourage and facilitate the playing of tennis;
- (b) to provide and maintain Club facilities on the North Bank Estate, adjacent to Meadow Drive, Muswell Hill, London N10 1PL;
- (c) to promote, improve, develop and support the interests of tennis;
- (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 acquire, establish, own, operate and turn to account in any way for the members' benefit the tennis court facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (g) 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;
- (h) to discipline the Members where permitted by its rules, regulations, bye-laws and standing orders and to refer its Members to be disciplined by the LTA or the CLTA (as appropriate);
- (i) to do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Game, to promote increases in participation at all levels of the Game or as are otherwise 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. Subject to Rule 20.3, the income and property of the Club shall be applied solely towards promoting the Club's facilities and in furtherance of the Club's objects as set forth in these Rules and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.
- 4.2 Nothing in Rule 4.1 shall prevent the Club from entering an agreement with a member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are on terms no worse for the Club than those reasonably available in the relevant market and that such arrangements are approved by the Management Committee (without the member being present).

5. Membership

5.1 Eligibility for membership

- 5.1.1 Persons are eligible for Adult Membership of the Club provided they are at least 18 years old. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs, save to the extent that any such beliefs are or become necessarily incompatible with the Club's objects.
- 5.1.2 Persons below the age of 18 may be elected as Junior Members.

5.1.3 The number of Members shall be that number which the Management Committee determines from time to time is most compatible with furthering the Club's objects.

5.2 Admission of Members

Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for membership shall be considered by the Management Committee, which shall, in its absolute discretion, decide whether to admit that candidate as a Member.

5.3 Conditions of membership

5.3.1 It shall be a condition of membership that each member of each class agrees:

- (a) to be bound by and subject to this Constitution and any other rules, regulations, bye-laws and standing orders of the Club as may be made by the Management Committee from time to time, and the rules and regulations of the CLTA (as in force from time to time); and
- (b) to be bound by and subject to the LTA Rules and the LTA Disciplinary Code.

5.3.2 It is intended by the members of the Club from time to time that Rule 5.3.1 creates obligations directly enforceable by the LTA against any member of the Club. In all other respects this constitution is not intended to create rights enforceable by any person who has not become party to it.

5.3.3 The Management Committee may subject to Rule 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

The Management Committee shall determine from time to time the classes of Adult Members and Junior Members and the rights and privileges of each class, including the rights of different classes to receive notice, attend and vote at general meetings.

5.5 Subscriptions

5.5.1 The entrance fee and annual subscription for each class of Member shall be determined from time to time by the Management Committee.

5.5.2 The Members shall pay any entrance fee and annual subscription fees.

5.5.3 No candidate who has been admitted as a Member shall be entitled to the privileges of membership until he has paid the entrance fee (if any) and his annual subscription.

5.5.4 Any Member whose entrance fee or annual subscription is not paid by such date as the Management Committee shall decide each year shall be deemed to have resigned his membership of the Club.

6. Resignation etc

6.1 A Member may withdraw from membership of the Club on 7 clear days notice to the Club whereupon his membership shall cease. Membership shall cease immediately on death of the Member or the dissolution of the Club.

6.2 Membership shall not be transferable.

7. Expulsion

7.1 Subject to the remaining provisions of this rule, the Management Committee shall have power to refuse membership or expel a Member if in its sole discretion it determines that it would be in the interests of the Game or of the Club to do so.

- 7.2 A Member shall not be expelled unless he is given at least 7 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and a brief written summary of the reasons said to justify such expulsion.
- 7.3 The Member shall be given an opportunity to appear before the Management Committee to answer complaints made against him. The member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.
- 7.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his representations.
- 7.5 The Member may appeal against the Management Committee's decision by notifying the Management Committee who shall put the matter to the Club's members in general meeting and decided by a majority vote of members present and voting at such meeting.

8. Effect of Resignation or Expulsion

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and has no right to the return of any part of his subscription. However, in its sole discretion, the Management Committee may refund an appropriate part of a resigning Member's subscription taking account of all the circumstances.

9. The Management Committee

9.1 The Club shall be managed by a Management Committee consisting of:

- (a) the Secretary;
- (b) the Treasurer;
- (c) the Club Captain;
- (d) no more than five (or such number as the Management Committee may determine from time to time) other Members elected annually at the annual general meeting.

The members of the Management Committee may exercise all of the powers set out herein and do all such other things as they consider necessary for the purposes of the management of the Club.

- 9.2 Each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to the rules, regulations, bye-laws and standing orders of the Club, the rules and regulations of the CLTA and the LTA Rules and the LTA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the LTA and the Club can enforce any breach at its option and in its sole discretion.
- 9.3 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.
- 9.4 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the next annual general meeting following their re-election or election (as the case may be).
- 9.5 The process for nominating Members for election to the Management Committee shall be as follows:

- 9.5.1 Unless they have notified the Secretary that that they do not wish to continue as members of the Management Committee, the existing members of the Management Committee (including those co-opted pursuant to Rule 9.7) shall be automatically nominated for re-election at the next AGM for either the position they currently hold or any other position which they notify the Secretary they wish to hold.
- 9.5.2 Prior to the posting of the notice of the AGM, the Secretary shall make available to the Voting Members a nomination form (the "Nomination Form") for the election of new members of the Management Committee in addition to or instead of (as the case may be) those existing members of the Management Committee who are automatically nominated for election or re-election pursuant to Rule 9.5.1.
- 9.5.3 Persons proposed to be nominated as new members of the Management Committee must be nominated by any two Voting Members on the Nomination Form which must be submitted to the Secretary by such date as the Management Committee shall prescribe each year (which shall be at least 28 days before the AGM is due to be held). The Nomination Form must be signed by the nominee and by the two Voting Members who have nominated the nominee. No Member may nominate more than one candidate for any one vacancy.
- 9.6 If there is only one candidate nominated (including those who have been automatically nominated) to fill any particular position, that candidate shall be declared elected unopposed for that particular position at the next annual general meeting. If there is more than one candidate for any particular position there shall be an election 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.
- 9.7 In addition to the members elected or appointed in accordance with this Rule 9, the Management Committee may co-opt up to 4 further Members or non-Members with appropriate skills who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee. For the avoidance of doubt, the Management Committee shall be entitled to co-opt one or more Junior members to be members of the Management Committee.
- 9.8 A member of the Management Committee shall be deemed to have vacated office if:
- (a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) a registered medical practitioner who is treating that person gives a written opinion to the Management Committee stating that that 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 that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
 - (d) he resigns his office by notice to the Club; or
 - (e) he 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 or the LTA; or
 - (f) he is requested to resign by not less than two-thirds of the other Management Committee members acting together.
- 9.9 Any person accepting election or nomination to the Management Committee who has any financial interest in the Game must, before such election or nomination, state in writing to the Club all such interests. Failure to do so will lead to automatic disqualification from Management Committee

membership. The Management Committee has the right to veto such an election if, in its opinion, it is not in the best interests of the Club.

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 three meetings each year at such times, in such places and/or by such electronic or other telephonic means as the Secretary or Treasurer shall determine. The quorum for such meetings shall be three. The Secretary and Treasurer shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club.
- 10.2 The members of the Management Committee present must appoint one of their number to be acting chairman of the meeting.
- 10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the acting chairman shall have a casting or additional vote.
- 10.4 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.
- 10.5 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 10.6 Where the Management Committee considers it necessary or desirable to do so the Management Committee shall appoint Trustees to hold property on behalf of the Club. Any such Trustees shall hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. Unless the Management Committee resolve otherwise the Secretary from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Secretary or other person authorised by the Management Committee shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall, in favour of a person dealing with the Club or the Committee in good faith, be conclusive evidence of the fact so stated. All property of the Club, including land and investments, which is held by the Trustees shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Club.
- 10.7 The number of Trustees shall not be more than four or less than two.
- 10.8 The members of the Management Committee and the Trustees shall be entitled to an indemnity out of the assets of the Club for all expenses and liabilities properly incurred by them in the management of the affairs of the Club or dealing with the property of the Club.
- 10.9 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 chairman of the meeting is.

11. Annual general meeting

11.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:

- (a) to receive reports of the activities of the Club during the previous year;
- (b) to receive and consider the accounts of the Club for the previous year, and the Treasurer's report as to the financial position of the Club;
- (c) to elect the members of the Management Committee;
- (d) to deal with any other matters which the Management Committee desires to bring before the membership.

11.2 No period greater than eighteen months shall elapse between one annual general meeting and the next.

12. Extraordinary general meetings

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 28 days of receipt by the Secretary of a requisition in writing signed by not less than 20 Voting Members stating the purposes for which the meeting is required and the resolutions proposed. If an extraordinary general meeting is called after receipt of a Voting Members' requisition the only business to be transacted at that meeting shall be the resolutions proposed in the requisition. If a Voting Members' requisitioned meeting is not called before the expiry of a period of 28 days commencing on the date of the request, the Voting Members requisitioning the meeting may call the meeting at any time before the expiry of two months commencing on the date of that request.

13. Procedures at the annual and extraordinary general meetings

13.1 The Secretary shall notify each Voting Member of the date, time and place of the general meeting together with the resolutions to be proposed and, in the case of an annual general meeting, the names of the persons proposed to be elected as members of the Management Committee for the ensuing year at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.

13.2 The quorum for the annual and extraordinary general meetings shall be the lower of 10 Voting Members or 10% of the Voting Membership. No business other than the appointment of the chairman of the meeting shall be transacted at the general meeting if the persons attending it do not constitute a quorum.

13.3 A member of the Management Committee shall preside at all meetings of the Club as acting chairman but if no member of the Management Committee is present or willing to preside the Voting Members present may choose one of their number to be acting chairman of the meeting.

13.4 If the persons attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the chairman of the meeting must adjourn it. The chairman of the meeting must adjourn the meeting if directed to do so by the meeting. When adjourning an annual or extraordinary general meeting the chairman 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 chairman 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 13.1. 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.

- 13.5 Members of the Management Committee may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The chairman of the meeting may permit other persons who are not Members to attend and speak at a meeting.
- 13.6 Each Voting Member present shall have one vote and resolutions shall be passed by a simple majority of those Voting Members present and voting. In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 13.7 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting.
- 13.8 The Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 13.9 There shall be no right for a Member to vote by proxy.

14. Guests

- 14.1 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.
- 14.2 The Management Committee shall lay down such rules as it sees fit regulating the terms on which guests may be admitted which may include the advance notification of the guest name and address, the planned date of attendance, the setting of any fees which shall be payable when guests are admitted and the mechanism for payment, any limit on the number of times per membership year any one member may admit guests, or any limit on the number of times any one person may be admitted as a guest in a membership year.

15. Alteration of the rules

These Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

16. Rules, Regulations, Bye-laws and Standing Orders

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

17. Finance

- 17.1 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. The day to day management of the Club's bank account shall be carried out by the Treasurer or such other member of the Management Committee as the Management Committee shall nominate from time to time. The Treasurer or the other nominated member shall operate the bank account in accordance with such procedures as the Management Committee shall lay down from time to time (including but not limited to any procedures which may require that payments above a certain

level shall not be made unless a minimum number of members of the Management Committee have approved that payment). Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

- 17.2 Subject to Rule 20.3, 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.
- 17.3 The Management Committee shall have power to authorise the payment of remuneration and expenses to any officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club. The remuneration of a member of the Management Committee, Member or employee of the Club or other person may take any form and may include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.
- 17.4 The Club may pay any reasonable expenses that members of the Management Committee properly incur in connection with their attendance at meetings of the Management Committee or at annual or extraordinary general meetings of the Club or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 17.5 The financial transactions of the Club shall be recorded in such manner as the Management Committee thinks fit by the Treasurer.
- 17.6 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by an independent person. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

18. Borrowing

- 18.1 The Management Committee may borrow a maximum total amount of £500 on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
- 18.2 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 a general meeting. The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 18.3 The Trustees shall, at the discretion of the Management Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

19. Notices

- 19.1 For reasons of cost and convenience the primary means by which the Club can send, make available or supply any notice, ballot paper, accounts, document, or other information is by electronic means to the e-mail address provided by members when they apply for or renew their membership provided that where the Management Committee considers, in its absolute discretion, that it is necessary or desirable to do so it may provide any notice or other information by personal delivery, by posting it to the intended recipient's usual address, by making it available on a website or the notice board in the Clubhouse.
- 19.2 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.

- 19.3 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.
- 19.4 If any notice or other information was sent using electronic means, it is treated as being received at 9am on the day after the day it was sent.
- 19.5 In the case of notices or other information available on a website or the Club house notice board, the notice or other information is treated as being received on the day on which it was made available on the website or notice board.
- 19.6 For the avoidance of doubt any reference in these Rules to any notice or document being sent to a member shall be deemed to include notices or documents which are made available to members via a website or the Clubhouse notice board.

20. Dissolution

- 20.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting convened for that purpose and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
- 20.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 20.3 Any property remaining after the discharge of the debts and liabilities of the Club shall not be paid to or distributed among members of the Club, but shall be given or transferred to another non-profit making tennis club or voluntary organisation having objects similar to those of the Club or to a registered charity for lawn tennis or the LTA for use in community related tennis initiatives.

21. Compliance with the Licence and any further agreement

- 21.1 It is acknowledged that the terms of the Licence impose certain obligations on the Club and accordingly each Member agrees not to take any action which might result in a breach of the terms of the Licence and in particular Members shall not use the Licensed Premises for the sale or consumption of alcohol or for gambling. It is further acknowledged that in the future the Club may upon the termination or expiry of the Licence enter into a further agreement or agreements with the Trustees of the North Bank Estate (or their successors) and that to the extent that such a further agreement(s) imposes obligations on the Club each Member agrees not to take any action which might result in a breach of that further agreement(s).
- 21.2 It is further acknowledged that under Rule 9 of the Licence Agreement, the Club is required in its constitution to make provision to enable residents, staff and members of the Muswell Hill Methodist Church or other organisations on the North Bank Estate to play tennis within the Licensed Premises such use to be on such terms as shall be agreed between the Trustees of the North Bank Estate and the Club. Accordingly, without prejudice to Management Committee's general powers to manage the Club and its affairs, it is hereby acknowledged that in order to comply with the said Rule 9 the Management Committee is hereby authorised to enter such agreements as it sees fit with the Trustees of the North Bank Estate permitting the use of the Tennis Courts by persons other than members.