



# **Tennis NSW Membership Policy**



# TENNIS NSW MEMBERSHIP POLICY

## 1. Purpose

- 1.1. This Policy is made pursuant to clause 20 of the Tennis New South Wales Constitution (**Constitution**).
- 1.2. The purpose of this Policy is to support the operation of clauses 5 to 8 of the Constitution relating to membership of Tennis NSW. This Policy should therefore be read in conjunction with, and subject to, the Constitution.

## 2. Application

- 2.1. This Policy applies to:
  - (a) Tennis New South Wales Limited (Tennis NSW);
  - (b) All persons and entities, however described, who are registered as affiliated members of Tennis NSW (hereafter Member or Members) in accordance with the Constitution including but not limited to Associations, Clubs, Court Operators and persons elected as Honorary Life Members of Tennis NSW; and
  - (c) Persons and administrators appointed or elected to the boards of directors, executive and/or committees (including sub-committees) of Members and Tennis NSW and Officers of Members including but not limited to Presidents, Vice-Presidents, Treasurers and Secretaries.
- 2.2. This Policy is subject to the *Corporations Act 2001* (Cth) (**Corporations Act**) and the Constitution. To the extent of an inconsistency between a provision of the Corporations Act or the Constitution and a provision of this Policy, the Corporations Act or the Constitution prevails to the extent of the inconsistency.

## 3. Application for Membership

- 3.1. Pursuant to clause 5.2(b) of the Constitution, and in addition to the requirements set out in clause 5 of the Constitution, Tennis NSW may request that applications for membership and/or membership renewal include the following:
  - (a) Documents that the Company deems relevant to the class of membership applied for including but not limited to;
    - i. A list of office bearers; and
    - ii. A copy of the current constitution or other governing rules (where applicable).
  - (b) Working with Children Check Numbers, the full name and date of birth for all office bearers and/or general committee members, coaches, and any other person who may have direct unsupervised contact with children in their role with the Member, alongside proof of verification of the same through the relevant Office of the Children's Guardian processes; and
  - (c) Any other information that the Company deems relevant at the time of the membership application process.

- 3.2. Pursuant to the Constitution, the Board or its delegate, at its sole discretion, will determine admission or rejection of each application for membership and/or membership renewal. In rejecting an application, the Board is not required to furnish a reason for that rejection.

#### **4. Categories of Membership**

- 4.1. Clause 5.1 of the Constitution establishes the permanent categories of membership which include Associations, Clubs, Court Operators and Honorary Life Members.
- 4.2. In addition to those categories of membership listed in clause 4.1 of this Policy, pursuant to clause 5.1(e) of the Constitution, the following additional categories of membership have been approved by the Board:

- (a) Council member,

which shall, subject to the Constitution, have the right to receive notice of, attend and vote at General Meetings.

#### **5. Fees**

- 5.1. Pursuant to clause 8.1 of the Constitution, the Board, shall, from time to time, stipulate the fees payable by each Member, and the method and deadlines for payment.
- 5.2. Members will be notified of the schedule of fees payable for a membership year prior to the commencement of that membership year.
- 5.3. The membership year of Tennis NSW is the financial year (July to June).
- 5.4. Pursuant to clause 8.2 of the Constitution, the right of a Member to attend and vote at a General Meeting is suspended whilst the payment of any subscription or other amount determined under clause 8 of the Constitution is in arrears for longer than 60 days.
- 5.5. Once an amount contemplated in clause 5.4 is in arrears for longer than 60 days, Tennis NSW, may take further action against the Member pursuant to clause 6 of this Policy.

#### **6. Non-Payment of Fees – Removal of Member Rights and/or Termination of Membership**

- 6.1. As outlined in clause 5.4, the right of a Member to attend and vote at a General Meeting is automatically suspended under clause 8.2 of the Constitution whilst the payment of any membership fee or other amount owing to Tennis NSW is in arrears for longer than 60 days.
- 6.2. Following the expiration of the 60 day period contemplated in clause 6.1, Tennis NSW may provide notice to the relevant Member(s) that should any amounts owing to Tennis NSW remain unpaid for a defined period of no less than 30 days from the date of the notice, then the Member will automatically and without further notice lose access to specific benefits of affiliation with Tennis NSW. Benefits which may be withdrawn include but are not limited to, insurance coverage provided through the Tennis Australia National Program, access to online systems, and the ability to host Tennis NSW or Tennis Australia sanctioned events.

- 6.3. Any benefits of affiliation lost pursuant to clause 6.2 of this Policy will be immediately reinstated as at the date of payment in full of any amounts owing to Tennis NSW.
- 6.4. In addition to clause 6.2, following the expiration of the 60 day period contemplated in clause 6.1, Tennis NSW may provide notice to the relevant Member(s) that should any amounts owing to Tennis NSW remain unpaid for a defined period of no less than 60 days from the date of the notice, then the Member will automatically and without further notice cease to be a Member in accordance with clause 6.1(c) of the Constitution.
- 6.5. Automatic cessation under clause 6.4 of this Policy will not be remedied by payment of the amount owing after the automatic cessation has occurred, and the Member will be required to re-apply for membership pursuant to clause 5.2 of the Constitution.
- 6.6. For the avoidance of doubt, Tennis NSW may take action under clause 6.2 and 6.4 simultaneously or separately at its discretion. Tennis NSW is not required to take action under clause 6.2 prior to taking action under clause 6.4.
- 6.7. At all times this clause 6 shall be subject to clause 8.3 of the Constitution relating to the deferral or reduction of subscriptions.

## **7. Member Responsibilities**

- 7.1. It is the responsibility of all Members to act in the best interests of tennis in NSW and in Australia and to foster and grow the sport in their local communities.
- 7.2. Members are required to:
  - (a) support Tennis NSW and its objectives;
  - (b) avoid bringing Tennis NSW and/or Tennis Australia into disrepute;
  - (c) abide by the Tennis Australia National Policies, the Tennis NSW policies and the Constitution;
  - (d) inform their players of Tennis NSW programs and competitions;
  - (e) inform their players of their obligations under the Tennis Australia National Policies, the Tennis NSW policies and the Constitution; and
  - (f) actively participate in the governance of the sport.
- 7.3. Members have a duty of care to provide safe playing conditions for all players within the precincts of their tennis facility.

## **8. Registered Players**

- 8.1. Each Member may annually submit the first name, surname, and date of birth of all tennis players at their tennis facility/club/association (as appropriate) for recording by Tennis NSW. Upon the entry of these details into the My Tennis online registration system (or other relevant online registration system as may be applicable from time to time), ClubSpark and/or Excel files that player becomes a Registered Tennis Player (RTP).

- 8.2. Where the Member maintains its RTP list via a different online registration system to those listed in clause 8.1, the Member must notify Tennis NSW and provide Tennis NSW with readable access to the RTP list in order for the Member's RTP to be considered in the context of clause 11.1 of the Constitution (i.e. RTPs being taken into account in determining a Member's voting rights pursuant to clause 11.1 of the Constitution).
- 8.3. For the purpose of clause 11.1 of the Constitution, RTPs must be submitted by Members to Tennis NSW prior to 30 June in order for those RTPs to be allocated towards voting rights for the relevant AGM held in the same calendar year. This rule will be strictly enforced by Tennis NSW. For the avoidance of doubt, if no RTPs are submitted by 30 June, the relevant Member shall be allocated 0 votes in respect of RTPs, and the Member's total voting power will be exclusively based on court numbers in accordance with clause 11.1 of the Constitution.
- 8.4. For the purpose of clause 8.3, RTPs do not rollover year on year, and must be submitted annually as part of the Tennis NSW affiliation process in order to be taken into account for voting rights in accordance with clause 11.1 of the Constitution.
- 8.5. Players can be registered with more than one Member. Where an RTP is registered with more than one Member that RTP counts towards the voting rights of both Members pursuant to clause 11.1 of the Constitution.

## 9. Breach of Policy

- 9.1. Any Member who fails to comply with the obligations set out in this Policy will be considered to be in breach of this Policy. For the avoidance of doubt this includes the failure to provide information requested by Tennis NSW upon application for membership and/or membership renewal pursuant to clause 3 of this Policy.
- 9.2. The Board, in their absolute discretion, may take any of the actions outlined in clause 7.2(d) of the Constitution in respect of a Member who is in breach of this Policy. For the avoidance of doubt, this includes but is not limited to expelling the relevant Member.

### Version Control:

<b>Version Number:</b>	2
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Tennis acknowledges the Traditional Custodians of the land on which we work, rest and play, and pay our respect to Elders past and present.