

CENTRAL TENNIS CLUB
By-Law No. 1 (Club Constitution)
Revised 2014



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1. NAME: Central Tennis Club (the "Club" or the "Corporation").
 2. PURPOSE: To provide recreational tennis for the community, to promote and aid in the instruction of players of all levels, and to develop and maintain rules to ensure a properly and fairly run tennis club.
 3. SEAL: The seal, an impression whereof is stamped in the margin hereof, shall be the seal of the Corporation.
 4. AFFILIATION: The Club shall operate as an affiliate of the City of Toronto-Etobicoke – York Division of the Parks, Forestry and Recreation Service (the "Department"), subject to such rules and conditions as may from time to time be established by the Department.

MEMBERSHIP

5. RESIDENCY: Membership in the Club shall be open to all persons, predominately consisting of residents of Toronto, subject to any rules and conditions established by the Department and the Club.
6. EXPIRATION: Membership shall expire on the day of New Registrations to be designated by the Executive. Memberships may be renewed or applied for only during such time periods and in such manner as may be designated by the Executive by written notice given to each member at least ten days prior to the first day on which applications for renewal or membership will be accepted. The Executive may designate a time period during which only applications for renewal may be accepted, after which period both applications for renewal and new applications for membership will be accepted. Persons whose memberships have expired and have not been renewed before the date on which new applications are accepted shall not be entitled to priority over new applicants for membership.
7. CLOSING OF MEMBERSHIP: The Executive may, prior to the acceptance of applications for renewal of membership in any year, limit the number of members to be accepted; provided that existing members who renew their memberships in accordance with the provisions of Section 6 shall not be refused membership.
8. FEES: Membership fees for renewals or new registrations will be payable annually to the Club.

MEMBERS MEETINGS

9. ANNUAL GENERAL MEETING: There shall be an Annual General Meeting of adult members of the Club once in each calendar year, to be held at such time and place as the Executive may determine. At such meeting, the adult members shall elect the Executive, appoint an auditor for the ensuing year, and receive a report of the Executive, including the audited financial statements.
10. SPECIAL MEMBERS MEETING: Special Members Meetings of the Club may be called at any time by the order of the President or by three members of the Executive or by five percent of the total adult members, on written notification to the Secretary who shall forthwith proceed to give notice of such meeting to the members. The meeting is to be held at the Clubhouse, 40 Montgomery Road, Toronto, or such other place in the City of Toronto as the President may direct.
11. NOTICE FOR MEMBERS MEETINGS: Notice of the time and place and nature of the business to be discussed at any meeting of the members shall be given in the following manner:
 - a. by keeping posted a notice of the meeting in a conspicuous position in the bulletin board of the Clubhouse, commencing at least thirty days prior to the date of the meeting;

and/or

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- b. by electronic mailing or mailing by Canada Post notice of the meeting to each member at least ten days but not more than thirty days prior to the date of the meeting provided that notice of the Annual General Meeting shall be given in both of the manners aforesaid.
12. QUORUM: A total of fifteen adult members, including the executive, shall constitute a quorum at any meeting of the members.
13. VOTING: Each adult member shall be entitled to one vote at any meeting of members. All questions (other than an amendment to the Constitution) at meetings of members shall be decided by a majority of the votes cast. In the event of an equality of votes, the Chair of the meeting shall have a second or casting vote.

DIRECTORS

14. POSITIONS: The property, business and affairs of the Club shall be managed by a board of Directors which may also be known as the Executive consisting of and associated with the following offices: a President, a Vice-President/Treasurer, a Vice-President/Membership Director, a Secretary, a Facilities Director, a Social Director, a Tournament Director, a Junior Director, a Daytime Director, an Inter-County Team Director, a Mixed House League Director, and the Past President (as an *ex officio* Director).
15. ELECTION: The Executive (except for *ex officio* members of the Executive) shall be elected from among the members posted on the slate presented at the Annual General Meeting and/or until their successors are elected or appointed. Members of the Executive shall be eligible for re-election. Normally, a Director will not occupy the same position for more than three consecutive years, whereupon they will give up the position to a replacement. However, if at the time of the AGM there is no replacement willing to take on that Director's position, and the incumbent is willing to continue, the incumbent is eligible for re-election on a year-by-year basis.
16. NOMINATIONS: Nominations shall be made to a nominating committee consisting of the Past-President, or failing him or her, to such other member of the Executive as may be designated by the President together with two other members of the Club who are not members of the Executive as may be designated by the President. Nominations will be accepted up to and including ten days prior to the Annual General Meeting. The list of nominees shall be posted on a slate. Nominations shall be accepted from the floor only if there is no nomination posted on the slate for the respective position.
- To be nominated for President, the nominee must have served on the Executive for a minimum of two years. This qualification will not apply if there is no qualified person applying for this position.
17. QUALIFICATIONS: Each member of the Club shall become a member of the Executive within 10 days of his or her election and for the playing season during which he or she serves.
18. VACANCIES: Any vacancy on the Executive may be filled by an appointment by a majority vote of the remaining Executive so long as the Executive comprises a majority of the minimum number of board members required in paragraph 14. If there are fewer board members than this, the remaining Executive shall forthwith call a meeting of the Members to fill the vacant Executive positions.
19. REMUNERATION OF DIRECTORS: The Directors of the Club shall serve as such without remuneration, and no Director shall directly or indirectly receive any profit from his or her position as such, provided that a Director may be reimbursed for reasonable expenses incurred by him or her in the performance of his or her duties as a Director.
20. CONFLICT OF INTEREST: Includes without limitation, the following three areas that may give rise to a Conflict of Interest for the Directors, namely: i) Pecuniary or Financial interest—when the Director stands to gain by a decision, in the form of money, gifts, favours, gratuities or other special considerations; ii) Undue influence—a Director's participation or

CENTRAL TENNIS CLUB
By-Law No. 1 (Club Constitution)
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influence in Executive decisions that selectively and disproportionately benefits particular agencies, companies, organizations or other groups is a violation of the Director's entrusted responsibility to the community at large; and iii) Adverse interest—when a Director is a party to a claim, application or proceeding against the Club.

- a. Every Director who, either directly or indirectly, has or thinks he or she may potentially have a Conflict of Interest with respect to a proposed or current contract, transaction, matter or decision of the Club, shall disclose the nature of the Conflict of Interest at a meeting of the Executive.
- b. After making such a declaration of Conflict of Interest, no interested Director shall vote or be present at the vote or during the discussions, or otherwise attempt to influence the voting, on a contract, transaction, matter or decisions, nor shall the Director be counted in any required quorum with respect to the vote. Every declaration of a Conflict of Interest and the general nature thereof shall be recorded by the Executive.
- c. If the Director fails to make a Declaration of his or her Conflict of Interest this may be considered grounds for termination of his or her position as a Director, in addition to any other remedies available to the Club under statute, equity or common law. The question of whether or not a Director has a Conflict of Interest shall be determined by a simple majority of the Executive and shall be final.

21. INDEMNITIES TO DIRECTORS AND OTHERS: Every Director of the Corporation, his or her heirs, executors and administrators, and estate and effects, respectively, may, with the consent of the Corporation, given at any meeting of the members, from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:

- a. all costs, charges and expenses whatsoever that he or she sustains or incurs in or about any action, suit or proceeding is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him or her, in or about the execution of the duties of his or her office;

and

- b. all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs, thereof, except such costs, charges or expenses as are occasioned by his or her own willful neglect or default.

The Corporation shall also indemnify any Director in such other circumstances as the *Corporations Act* or law permits or requires. Nothing in this by-law shall limit the right of any person entitled to indemnity claim indemnity apart from the provisions of this by-law to the extent permitted by the *Corporations Act* or law.

DIRECTORS MEETINGS

22. MEETINGS: Meetings of the Executive may be called by the President or the Vice-President or by any three members of the Executive at the Clubhouse at 40 Montgomery Road, Toronto, or such other place in Toronto as the President may direct.
23. NOTICE: Notice of a meeting of the Executive shall, if reasonably possible, be given to each member of the Executive at least twenty-four hours prior to the meeting, but the failure by any such member to receive such notice shall not invalidate any business transacted at such meeting provided that a quorum is present and acting throughout.
24. QUORUM: The number of Directors which shall form a quorum for the transaction of business shall be that which is set out in the letter patent, supplementary letters patent or a special resolution of the Corporation and, in the event of no such provisions, a majority of the Directors shall form a quorum for the transaction of business. Notwithstanding any vacancy among the Directors, a quorum of Directors may exercise all the powers of Directors.

CENTRAL TENNIS CLUB
By-Law No. 1 (Club Constitution)
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25. VOTING: All questions at meetings of the Executive shall be decided by a majority of the votes cast. In the event of an equality of votes, the Chair of the meeting shall have a second or casting vote.
 26. CHAIR: The President or, in his or her absence, the Vice-President shall act as Chair at all meetings of members or of the Executive and shall be entitled to at least one vote.

SIGNATURE ON DOCUMENTS

27. SIGNATURE: Contracts, documents or any instruments in writing requiring the signature of the Club shall be signed by any two of the President, Vice-President/Treasurer or Vice-President/Membership Director. All contracts, documents and instruments in writing so signed shall be binding upon the Club without any further authorization or formality. The Executive shall have power from time to time to appoint a representative or representatives on behalf of the Club either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents and instruments in writing.

FINANCIAL

28. AUDITORS: An auditor shall be appointed annually by the Executive to audit the books and statements of the Club.
29. SIGNATURE: All cheques shall be signed by any two of the President, Vice-President/Treasurer or Vice-President/Membership Director.
30. BORROWING: The Executive shall not borrow money on the credit of the Club without the express consent of the adult members evidenced by a resolution passed at a Special Members meeting duly called for that purpose.
31. FISCAL YEAR: The end of the fiscal year shall be the end of the calendar year or as decided by the Executive.

RECORDS

32. MINUTES: The Secretary shall keep minutes of all Executive and Members Meetings of the Club and any member shall be entitled to look at the minutes of any meeting of the members upon request.

RULES AND REGULATIONS

33. The Executive shall have the right to enact such rules and regulations as it deems necessary from time to time to ensure the safety and proper conduct of members and the efficient operation and utilization of the Club and its facilities and shall have the right to suspend the membership of any member whom it judges to be in default of such rules and regulations. At any Annual General Meeting before a playing season or a Special General Meeting during such playing season the members of the Club may enact such rules and regulations as they shall see fit and overrule and veto any rules and regulations previously enacted by the Executive. All rules and regulations thereto shall be mailed to all members and shall be kept posted in the Clubhouse.

NOTICES

34. Any notice required or permitted to be given to a particular member may be given by prepaid ordinary mail addressed to such member at his last address shown on the records of the Club or by electronic mail and shall be deemed to have been given when posted or sent by email. When a given number of days' notice is specified, the day of posting and the day of the meeting or other event in respect of which the notice is given shall be excluded in counting such number of days. Any notice required to be given in writing shall be deemed to have been given if a complete message in respect thereto shall be left by a telephone message at the member's residence.

CENTRAL TENNIS CLUB
By-Law No. 1 (Club Constitution)
Revised 2014



AMENDMENTS

35. This Constitution shall be adopted and may be amended only by a resolution passed by a two-thirds vote of the members present at an Annual General or Special Meeting duly called for that purpose. A copy of the proposed amendment shall be included with the notice of such meeting.

DISSOLUTION

36. Voluntary dissolution shall be by consent of no less than two thirds of the voting members at a properly constituted Members Meeting. A City of Toronto representative must be in attendance.

In the event of a voluntary dissolution, dissolution of all assets of the Club shall be as follows: the assets, after payment of all debts and liabilities, shall be turned over to the City of Toronto to be held in trust for a period of five years pending reestablishment of a club at that location.

In the event of an involuntary dissolution, the voting members of the Club from the current and previous year will decide upon the disposition of assets, after all liabilities have been met. This decision will be made at a properly constituted Members Meeting. A representative of the City of Toronto must be in attendance.

ENACTED this 23rd day of November, 2014

President

Secretary

CENTRAL TENNIS CLUB

By-Law No. 2



A by-law respecting the borrowing of money by the Corporation.

1. In addition to, and without limiting such other powers which the Corporation may by law possess, the Directors of the Corporation may with authorization of the members evidenced by a resolution passed at a meeting of the members:
 - a. borrow money upon the credit of the Corporation;
 - b. issue, reissue, swell or pledge debt obligations of the Corporation;
 - and
 - c. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

The words "debt obligation" as used in this paragraph mean a bond, debenture, note or other similar obligation or guarantee of such an obligation of the Corporation, whether secured or unsecured.

2. The Directors may from time to time by resolution delegate the powers conferred by paragraph 1 of this by-law to any particular Director of the Corporation.