



PYTHOUSE CLUB RULES

June 2026

Name

The name of the Club is Pythouse Club.

1 Definitions

- 1.1. "Club Premises" means the courts, boules court, croquet pitches, club house and associated parking area and surrounding landscaping located at Pythouse Club, West Hatch, Tisbury, Salisbury, Wiltshire SP3 6PD;
- 1.2. "Club Rules" means these rules and associated byelaws as amended in accordance with these rules from time to time;
- 1.3. "Diversity & Inclusion Policy" means the policies and principles set out in Rule 4 and as may be amended from time to time;
- 1.4. "the Game" means the games of tennis, croquet, boules or other accepted sports;
- 1.5. "General Committee" means the body as constituted and described in Rule 7;
- 1.6. "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;
- 1.7. "the LTA Disciplinary Code" means the disciplinary code of the LTA in force from time to time;
- 1.8. "the LTA Rules" means the rules of the LTA as in force from time to time;
- 1.9. "Proprietor" means Mr Joshua W Berry, of Hatch House, Tisbury, Salisbury, Wiltshire SP3 6PA as an individual and, where applicable, in partnership with others trading as Pythouse Farm and Estate.

- 1.10 The Proprietor's Agents means Fowler Fortescue or Martin and Co Accountants or Rural Affairs, or such other professional agents as the Proprietor shall appoint from time to time.

2 Membership, Club Premises and Obligations

- 2.1. The Club shall comply with all applicable policies and regulations issued by governing bodies, as amended from time to time, insofar as they relate to Club premises and sport it provides.
- 2.2 The Members of the Club are those persons who have been permitted by the Proprietor to make use of the Club premises on the terms of the Club Rules.
- 2.3 The members of the Club are under no financial liability by reason of their membership of the Club save for the annual membership fee which is to be determined by General Committee in consultation with the Proprietor from time to time (on an annual basis).
- 2.4 The Members (as represented by the General Committee) agree:
- 2.4.1 to use the Club Premises solely for the Club's social and sporting activities;
 - 2.4.2 to apply their membership fees and contributions from members towards payment for the running and maintenance of the Club's facilities and the costs incurred by the Proprietor in the general maintenance of the Club Premises as administered by Proprietor's Agents;
 - 2.4.3 to keep the Club Premises secure tidy and clear of rubbish;
 - 2.4.4 not to cause any damage to the Club Premises, nor to alter the Club Premises in any way without the consent of the Proprietor;
 - 2.4.5 not to do or permit to be done in the Club Premises anything which is illegal or which is an actionable nuisance to the Proprietor, the Proprietor's employees, other users of the Club Premises or any owner of neighbouring property;
 - 2.4.6 to comply with all relevant health and safety legislation in relation to the use and occupation of the Club Premises;
 - 2.4.7 not to do anything that will or might vitiate in whole or in part any insurance arranged by the Proprietor in respect of the Club Premises or increase the insurance premium and to comply with all written recommendations and requirements of the insurers.

3 Objects

The objects of the Club are the promotion of the Game in a sociable environment with the other advantages and facilities of a club, including (without limitation):

- 3.1 to enable its members to enjoy and participate in the Game;
- 3.2 for and generally to promote, encourage and facilitate the playing of the Game in the area of Tisbury and amongst the community;
- 3.3 to provision the Club Premises and sports equipment for the use of its members;
- 3.4 subject to the terms and conditions of the Proprietor's licence, to sell or supply food and drink as a social adjunct to the sporting purposes of the Club;
- 3.5 to take and retain a membership of area and governing bodies of relevant sporting bodies;

- 3.6. to operate the tennis courts, boules court, croquet pitches and other facilities of the Club;
- 3.7 subject to each sport's governing body Rules, Disciplinary Code and wider jurisdiction, to make rules, regulations, byelaws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- 3.8. subject to each sport's governing body Rules and the LTA Disciplinary Code and wider jurisdiction, to discipline the Members where permitted by its Rules/Regulations and to refer its members to be disciplined by the governing body; and
- 3.9 to do all such other things as the General Committee (with the approval of the Proprietor) 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 Equal Opportunities and the Diversity and Inclusion Policy

- 4.1 The Club is committed to ensuring that equity and equal opportunities is incorporated across all aspects of its development.
- 4.2 The Club respects the rights, dignity and worth of every person and will treat everyone equally within the context of the Game, regardless of age, ability, gender reassignment, marital or civil partner status, pregnancy, race, ethnicity or national origin, religious belief, sexuality or social/economic status (*Protected Characteristics*).
- 4.3 The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.
- 4.4 All members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- 4.5 Day-to-day operational responsibility for the Diversity and Inclusion Policy, including regular review of the Club's general policy in this regard, has been delegated to the Club's safeguarding and welfare officer.
- 4.6 The Club will deal with any incidence of discriminatory behaviour seriously, according to the Club disciplinary procedures.
- 4.7 The Club will always act in accordance with its Diversity & Inclusion Policy and as part of this policy the behaviour noted in the schedule to these Rules is prohibited and unlawful.

5 Safeguarding & Welfare

- 5.1 The Club's safeguarding & welfare officer is the lead contact for all members in the event of any child protection concerns. The officer's contact details will be displayed within the Club and on its website, together with the Club's safeguarding policy.
- 5.2 Any concerns, allegations or reports regarding the welfare of children and young people will be recorded and responded to swiftly and appropriately in accordance with the Club's policy and procedures.

6 Officers

- 6.1 The Officers of the Club are the chair, the vice chair, the secretary, the treasurer and the membership secretary.
- 6.2. The Officers of the Club are appointed by the Proprietor who may remove any officer from his office at any time.
- 6.3. The Officers of the Club shall not be required to retire by rotation but may retire at any time upon giving not less than 1 month's notice in writing (including email) of their intention to do so to the Proprietor.

7 General Committee

The General Committee shall exercise the powers given to it by these rules.

8 Constitution of the General Committee

- 8.1 The General Committee consists of:
 - 8.1.1 the chair
 - 8.1.2 the vice chair
 - 8.1.3 the secretary,
 - 8.1.4 the treasurer,
 - 8.1.5 the membership secretary; and
 - 8.1.6 not more than 5 members elected at the annual general meeting of the Club (**'the Elected Members'**).
- 8.2 The Elected Members must retire each year at the conclusion of the AGM unless re-elected.
- 8.3 Any 3 members of the General Committee form a quorum provided that at least 2 officers of the Club are part of any quorum.
- 8.4 The chair shall chair meetings of the General Committee unless he shall appoint the vice chair or any other member of the General Committee to take the chair as acting chair for any particular meeting.
- 8.5 In the case of equality of votes the chair (or acting chair if so appointed) shall have a second or casting vote.

9 Casual vacancies and co-option

- 9.1 Any casual vacancy among the Elected Members of the General Committee must be filled by appointment by the General Committee.
- 9.2 Any member appointed to a casual vacancy holds office until the appropriate retirement date of the member replaced.
- 9.3 The General Committee may co-opt not more than 5 additional members to the General Committee from time to time, and in addition the General Committee may co-opt not more than 7 additional members to form part of any sub-committee referred to in Rule 14.1 from

time to time, each of whom as co-opted members must retire at the next Annual General Meeting but are then eligible for further co-option as well as election.

- 9.4** Co-option to the General Committee and to each sub-committee is subject to the approval of, and is terminable at any time by the Proprietor.

10 Control, management and budgets

- 10.1** The General Committee has all administrative powers necessary to carry out the objects of the Club in accordance with these rules.
- 10.2** The General Committee shall produce an annual budget which shall be subject to the approval of the Proprietor.
- 10.3** The General Committee shall not incur liabilities and expenditure beyond the limits of the approved annual budget without the consent of the Proprietor.
- 10.4** The General Committee shall ensure that the appointment or termination of employment of any member of staff, or any variation in terms, or any disciplinary action in respect of a member of staff, shall be approved in advance by the Proprietor.
- 10.5** There shall be no change to these Rules without the approval of the Proprietor.

11 General Committee meetings

The General Committee should meet at least once every month to arrange the affairs of the Club unless they decide to meet at shorter or longer intervals.

12 Secretary

- 12.1** The secretary must conduct the correspondence of the Club.
- 12.2.** The Secretary must keep full and correct minutes of all proceedings of the Club and of the General Committee which must be open to the inspection of any member of the Club on application to the secretary.

13 Treasurer

The Proprietor's Agents, in collaboration with the Treasurer, must keep an account of the receipts of the Club and the way those receipts are expended. The Proprietor's Agents administer the Club bank account and are responsible for producing a year end statement for the Treasurer to present to the AGM.

14 Sub-committees

- 14.1** The General Committee may appoint sub-committees consisting of any member or members of the General Committee and/or other members of the Club as it may deem necessary or expedient for the object of furthering any particular activity of the members.
- 14.2** The General Committee may depute or refer to each sub-committee such of its powers and duties (except those relating to the expulsion of members) as it may determine subject to the approval of the Proprietor.
- 14.3** Each sub-committee must keep minutes of its proceedings which it must produce to the General Committee and must conduct its business in accordance with the directions of the General Committee.

14.4 Each sub-committee may from time to time make, repeal and amend such byelaws and regulations, not inconsistent with these rules and any byelaws made under rule 16, as it considers necessary for the proper management of its respective objects but subject always to the approval of the Proprietor and the General Committee.

14.5 No sub-committee may incur any expense on behalf of the Club or give any warranty on behalf of the Club except to the extent that the General Committee or the Proprietor from time to time specifically authorises.

15 Membership

15.1 Every candidate for adult membership must be at least 18 years of age. 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.

15.2 Junior membership is available to a person under 18 years of age provided that a junior member is proposed by an adult member.

15.3 On all visits to the Club a junior member under the age of 14 must be accompanied by an adult member who must be responsible for the conduct of the junior member.

15.4 The Proprietor shall determine (in consultation with General Committee) annual membership subscriptions for members. Unless otherwise determined by the Proprietor (in consultation with General Committee) subscriptions shall not be apportioned for part of a year.

15.5 Subscriptions are due on acceptance as a member and subsequently on 1 April in each year (Club Year).

15.6 Acceptance of members is at the discretion of the Proprietor. Subject to this a candidate shall become a member after he has paid his first annual subscription and shall then be entitled to all the privileges of membership and shall be deemed to have agreed to be bound by these rules.

15.7 A list of the names, email addresses telephone numbers and postal addresses of all members of the Club must be kept by the membership secretary. In the case of under 18 members and emergency contact number must also be kept.

15.8 The Proprietor may terminate the membership of any member whose subscription (or any part of it) is more than one month in arrears.

15.9 The name of a member whose membership is terminated will be removed from the list of registered members and he will immediately cease to be a member of the Club and forfeit all rights of membership.

15.10 All data referring to non-members of the Club should be removed from the Club's database 3 months after membership has expired.

16 Rights and liabilities of members

16.1 Every member of the Club (subject to these rules and the byelaws for the time being in force) is entitled to use and enjoy (in common with other members of the Club) the Club Premises and things provided by the Proprietor for the use of the Club on such terms and conditions as to payment or otherwise as the Proprietor may from time to time stipulate.

- 16.2** All members shall be subject to these rules and the byelaws of the Club and shall abide by the rules and regulations of the appropriate governing body from time to time in force.

17 Compliance with rules

- 17.1** The Club agrees that all unlicensed and unregistered coaches, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to these rules, the rules and regulations of the relevant governing body's Rules and Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the governing body can enforce any breach at its option and in its sole discretion.
- 17.2** All coaches using the facilities of the Club will be required, as a condition of such use, to enter into an agreement with the Club on the Club's standard terms as determined by the General Committee from time to time.
- 17.3.** All persons employed in a coaching or safeguarding role or any other such role as specified by the governing body must hold a current Disclosure and Barring Service (DBS) check certificate which shall be made available to the Clubs Safeguarding Officer on demand.
- 17.4.** All members, coaches, players and other persons using the facilities of the Club will be bound by the contents of the Club's safeguarding policy and Diversity & Inclusion Policy.

18 Guests

- 18.1** Adult members may introduce friends as their guests, but no member may introduce more than 3 guests in any one day and no person may be admitted as a guest to the Club on more than 3 occasions in any one Club Year.
- 18.2** The guest of an adult member upon payment of the daily guest fee shall be entitled to the privileges of membership for the day of his membership but may not introduce any guests into the Club or take part in the management of the Club.
- 18.3** Junior members may not introduce guests.
- 18.4** Members must accompany guests introduced by them during the period of their stay in the Club and be responsible for their conduct.
- 18.5** The following may not be admitted as guests:
- 18.5.1** former members who have been expelled;
 - 18.5.2** persons who, having applied for membership, have been rejected; and
 - 18.5.3** members who are under suspension.

19 Byelaws

- 19.1** The General Committee may from time to time with the approval of the Proprietor make, vary and revoke byelaws (not inconsistent with these rules) for the regulation of the internal affairs of the Club and the conduct of members.
- 19.2** Until revoked all byelaws are binding on the members.

20 Conduct of members

- 20.1** A member may resign his membership at any time by letter delivered to the Proprietor at the Club address.
- 20.2** The Proprietor may in consultation with the chair or vice chair of the General Committee expel from the Club (or suspend from membership for a specific period) any member whose conduct, in the opinion of the Proprietor, might be injurious to the character or interests of the Club or render him unfit to associate with members of the Club or any other circumstances in which the member in question has brought the Club into disrepute.
- 20.3** Before a member is expelled or suspended, the alleged offender's conduct must be inquired into and the person involved must be given the opportunity to defend himself and to justify or explain his behaviour.
- 20.4** Having inquired into the events, if the Proprietor is of the opinion that the member is guilty of such conduct as mentioned above and has failed to justify or explain it satisfactorily, he may either expel or suspend the offender at his discretion.
- 20.5** An expelled member or one who resigns forfeits all the privileges of membership without claim for any refund of subscription.
- 20.6** No illegal betting or gaming, drunkenness, bad language or other misconduct is permitted on the Club Premises.
- 20.7** The Proprietor may delegate to the General Committee any of the powers relating to membership.

21 Conduct of junior members

- 21.1** Junior members may not purchase or consume alcohol on the Club premises.
- 21.2** The Proprietor may require any person infringing these rules to leave the Club premises immediately and his membership must be terminated.
- 21.3** If it is proved that an infringement took place with the consent and knowledge of the adult member who introduced the junior member concerned, then the adult member may also be immediately expelled from the Club and his membership may be terminated.

22 Annual and special general meetings

- 22.1** An annual general meeting shall be held at such time in every year as the General Committee shall determine:
- 22.1.1** for the election of members to serve on the General Committee as Elected Members and/or the ratification of appointment of those members co-opted to the General Committee and/or any sub-committees,
- 22.1.2** to adopt the accounts, and
- 22.1.3** for any other business that may be permitted in accordance with the rules and byelaws.
- provided that not more than 15 months shall elapse between one annual general meeting and the next.

- 22.2** Special general meetings may be convened by the Proprietor or the General Committee or on written requisition to the secretary signed by at least 20 members or one-fifth of the total membership of the Club, whichever is the lesser.
- 22.3** At least 14 days' notice of an annual or special general meeting specifying the business to be transacted and the place and hour of the meeting must be given by email to the Club membership or by exhibiting a notice prominently in the Club premises and in such other places or in such other manner as the General Committee considers necessary.
- 22.4** At a general meeting of the Club every member may be present and vote on every question raised and in case of equality of votes the chair may have a second or casting vote.
- 22.5** The Proprietor shall nominate the person who is to chair a general meeting (should the Proprietor not be the chair).
- 22.6** The secretary shall take minutes of the proceedings at all general meetings.

23 Addresses of members and notices

- 23.1** Each member must inform the secretary of his address (including email address) and of any change of address.
- 23.2** Notices required by these rules and byelaws to be given to members may be given either by prepaid letter or email addressed to a member at the last (email) address he furnished to the secretary or by exhibiting the notice in a prominent place in the Club Premises.

24 Tournaments and exhibitions

- 24.1** On the occasion of any organised tournament or exhibition, competitors in the tournament or exhibition, persons accompanying them, persons invited by the Proprietor and bona fide spectators are entitled to the privileges of membership for the occasion provided that:
- 24.1.1** no one admitted to the Club by virtue of this rule may take part in the management of the Club or introduce guests, and
- 24.1.2** persons admitted to the Club under this rule are subject to the same rules as members of the Club.
- 24.2** The tournament or exhibition must be sanctioned by the Proprietor.
- 24.3** The number of tournaments or exhibitions may not exceed four in any one period of 12 months unless otherwise permitted by the Proprietor.
- 24.4** Persons visiting the Club by invitation for the purposes of competing in any league match or friendly match in any sporting activity undertaken by the Club shall be entitled to the same privileges of membership as persons admitted to the Club under Rule 24.1.

25 Sale and supply of alcohol

Sale or supply of alcohol in the Club is permitted within the hours permitted under the premises licence granted to the Proprietor in respect of the Club Premises, subject to the terms of the licence from time to time. (A copy of the premises licence is held at the clubhouse.)

26 Hours of opening

The Club premises will be open generally during daylight hours or for such other periods as the General Committee shall determine with the consent of the Proprietor.

27 Alteration of rules

These rules may be revoked, supplemented or altered by the Proprietor provided that in the case of any revocation, supplementation or alteration of these rules that:

- 27.1 would enable him to terminate membership or to suspend members otherwise than in accordance with these rules, or
- 27.2 alters the objects of the Club (being those objects set out in rule 3), he must have the consent of the Club given by a resolution passed at a general meeting by a majority of two-thirds at least of the members present and voting.

28 Constitution

- 28.1 The Club is a proprietary club belonging to the Proprietor.
- 28.2 The Proprietor is responsible for providing the Club with the Club Premises and all necessary facilities for carrying on the Club in accordance with these objects and rules.

29 Dissolution

- 29.1 The Club may be dissolved by the Proprietor at any time.
- 29.2 On the dissolution of the Club by the Proprietor such property of the Club as belongs to the members must be disposed of in a manner decided by the members in general meeting.

30 Disputes

Any dispute or difference which may arise as to the meaning or interpretation of these rules or of any byelaws or as to the powers of the officers or General Committee or any sub-committee or the validity of any election or proceedings of the General Committee or any sub-committee must be determined by the Proprietor, whose decision is final and binding on all members of the Club.

31 Interpretation

In these rules:

- 31.1 references to the masculine include the feminine and where appropriate the singular the plural, and
- 31.2 the headings are for ease of reference only and are not to be taken into account in their interpretation.

Schedule

Examples of Discrimination in breach of the Diversity & Inclusion Policy

Direct discrimination: treating someone less favourably because of a Protected Characteristic. For example, rejecting an applicant for membership because of their religious views or because they might be gay.

Indirect discrimination: a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified.

Harassment: this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Victimisation: retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

Disability discrimination: this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.