

EASTWOOD-THORNLEIGH DISTRICT

TENNIS ASSOCIATION

INCORPORATED

Rules – June 2021

RULES OF ETDTA Inc.

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RULES OF ETDTA INC.

1 NAME OF ETDTA INC

The name of the Association is "Eastwood-Thornleigh District Tennis Association Incorporated".

2 COLOURS

The Association colours are Royal Blue and Gold.

3 BOUNDARIES

The boundaries of the Association are currently:-

Commencing at De Burgh's Bridge, following the southern bank of Lane Cove Creek to a point directly east of the south-eastern corner of Thornleigh Park, along the centre of Thornleigh Street, across the railway line at Well Street, thence along the centre of The Esplanade, the centre of Yarrara Road, the centre of Pennant Hills Road, the centre of Boundary Road, the centre of New Line Road, the centre of Castle Hill Road, the centre of Pennant Hills Road, the centre of Marsden Road, the centre of Winbourne Street, thence along the centre of Hermoyne Street, thence along the centre of Brush Road, thence along the centre of Wayella Street, thence along the centre of Darvall Road, the centre of Allars Street, the centre of Sluman Street, thence along the centre of Shaftesbury Road, thence along the centre of Trelawney Street, the centre of Clanalpine Street to the railway line, thence south along the railway line to the junction of West Parade and Anthony Road, thence north across the overhead bridge to the centre of Gordon Crescent, thence along the centre of Fifth Avenue, thence south along the centre of Ryedale Road, thence east along the centre of Florence Avenue, along the centre of Blaxland Road, the centre of Lovell Road, the centre of Quarry Road, the centre of Small's Road, centre of Bridge Road and the centre of Lane Cove Road to De Burgh's Bridge (point of commencement).

4 INTERPRETATION

- 1) In these rules, except in so far as the context or subject matter otherwise indicates or requires:-
 - (a) Association means the Eastwood-Thornleigh District Tennis Association Incorporated.
 - (b) "Member" means life member or a person irrespective of age who has paid an annual membership.
 - (c) "registered player" means any person irrespective of age who has been registered with an affiliated team and who has paid the prescribed registration fee for any current competition conducted during the Association's tennis year.
 - (d) "team" means any team which has paid the competition fees and participates in any competition conducted by the Association during the Association Tennis Year.
 - (e) The Association Tennis Year shall be that period from midnight, June 30 to midnight, June 30, of the following year.
 - (f) Words importing the masculine gender include the feminine or neuter gender and vice versa unless specifically indicated otherwise.
 - (g) "Council" means the Council of Management referred to in Rule 18 hereof.
 - (h) "Public Officer" means a member appointed to that position by the Council of Management.
 - (i) "Delegate" means a member appointed by a team to represent that team.
- 2) "Secretary" means:-
 - (a) the person holding office under these rules as Secretary of the Association; **OR**
 - (b) where no such person holds that office - the Public Officer of the Association.
- 3) "General Meeting" means a general meeting of the Association other than the Annual General Meeting.
- 4) "the Act" means the Associations Incorporation Act, 1984.

- 5) "the Regulations" means the Associations Incorporations Regulations, 1985.
- 6) In these rules:-
 - (a) a reference to a function includes a reference to a power, authority and duty; **AND**
 - (b) a reference to the exercise of a function includes, where the function is a duty, a reference to the performance of the duty.
- 7) The provisions of the Interpretation Act, 1987, apply to and in respect of these rules in the same manner as those provisions would so apply if these rules were an instrument made under the Act.

5 OBJECTS

The objects of the Association are:-

- 1) (a) The promotion and control of the game of tennis generally, and particularly within the boundaries as set out in Rule 3 hereof.
- 2) Solely for the purpose of carrying out the aforesaid objects and not otherwise -
 - (a) To hold or arrange competitions and/or tournaments and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith. In these competitions and/or tournaments, no member of the Association shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition or tournament held or promoted by the Association.
 - (b) To co-operate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Association.
 - (c) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Association or persons frequenting any premises owned or occupied by the Association.
 - (d) To purchase, take on lease, or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association - provided that in case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.
 - (e) To enter into any arrangements with any government or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Association's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise, and comply with, any such arrangements, rights, privileges, and concessions.
 - (f) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen, and other persons as may be necessary or convenient for the purpose of the Association.
 - (g) To invest and deal with the money of the Association, not immediately required, in such manner as the Council of Management may authorise.
 - (h) To borrow or raise or secure the payment of money in such manner as the Association may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee, or other engagement incurred or to be entered into by the Association in any way, and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property (both present and future) and to purchase, redeem, or pay off such securities.
 - (i) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, and other negotiable or transferable instruments.
 - (j) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association.
 - (k) To take or hold mortgages, liens and charges to secure payment of the purchase price

or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind, sold by the Association, or any money due to the Association from purchasers and others.

- (l) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to the proviso in paragraph (d) of Sub-clause (2) hereof.
 - (m) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
 - (n) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
 - (o) To transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
 - (p) To make donations for patriotic or charitable purposes.
- 3) The assets and income of the association shall be applied solely in the furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the members of the association except as bona fide compensation for services rendered or expenses incurred on behalf of the association.

6 MEMBERSHIP - Definition

The Association shall consist of life members, members, and non-playing members who have paid the prescribed membership fees.

The Association reserves the right to refuse membership to any person without assigning any reason therefor.

7 MEMBERSHIP - Qualifications

A person is qualified to be a member or an Associate member of the Association if, but only if:-

- (1) The person is a person referred to in Section 15(1) (a), (b), or (c) of the Act and has not ceased to be a member of the Association at any time after incorporation of the Association under the Act; **OR**
- (2) the person is a natural person who:-
 - (a) has been nominated for membership of the Association as provided by Rule 9; **OR**
 - (b) has been approved for membership of the Association by the Council of Management of the Association, or the grading committee of a competition or tournament conducted by Eastwood-Thornleigh District Tennis Association Inc.

8 LIFE MEMBERS

- (1) At the Annual General Meeting, not more than one life member may be elected by secret ballot, carried with the support of two-thirds of the members present and entitled to vote.
- (2) Nominations for life members shall be forwarded in writing and be signed by seven members of the Association (i.e. those 18 years of age and over) to reach the Secretary at least five weeks prior to the Annual General Meeting. Such nominations received shall be referred to Council of Management who shall set out the qualifications of the individuals for the information of the Annual General Meeting.
- (3) Should two or more nominations be received, the Annual General Meeting shall decide, by means of a secret ballot, the one nomination which shall be submitted to the meeting for ballot for election as a life member; in the event of a tie, the chairman shall give his casting vote.
- (4) A life member shall enjoy all the privileges of a member of the Council of Management, and, in addition, shall have free access for social and/or tennis functions organised directly by the Association and free entry in events in any tournament directly controlled by the Association.
- (5) A gold medal of approved design shall be presented to each life member.

9 NOMINATION FOR MEMBERSHIP

- (1) A nomination of a person for membership of the Association:-
 - (a) shall be made by a member of the Association in writing in the form set out in Appendix 1 to these rules.
 - (b) this form shall be lodged with the Secretary of the Association/Competition Secretary.
- (2) As soon as practicable after receiving a nomination for membership, the Secretary may refer the nomination to the Council of Management which shall determine whether to approve or reject the nomination.
- (3) Where the Council determines to approve a nomination for membership, the Secretary shall, as soon as practicable after that determination, notify the nominee of that approval and request the nominee to pay within the period of 28 days after receipt by the nominee of the notification, the sum payable under these rules by a member as entrance fee and annual subscription. A member not referred to Council of Management for nomination shall pay their membership fee within seven (7) days of being accepted.
- (4) The secretary shall, on payment by the nominee of the amounts referred to in Clause (3) within the period referred to in that clause, enter the nominee's name in the register of members and, upon the name being so entered, the nominee becomes a member of the Association.

10 CESSATION OF MEMBERSHIP

A person ceases to be a member of the Association if the person:-

- (1) resigns that membership; **OR**
- (2) is expelled from the Association; **OR**
- (3) at the end of a tennis year fails to renew his membership; **OR**
- (4) dies.

11 MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

A right, privilege or obligation which a person has by reason of being a member of the Association:-

- (1) is not capable of being transferred or transmitted to another person; and
- (2) terminates upon cessation of the person's membership.

12 RESIGNATION OF MEMBERSHIP

- (1) A member of the Association is not entitled to resign that membership except in accordance with this rule.
- (2) A member of the Association who has paid all amounts payable by the member to the Association in respect of the member's membership may resign from membership of the Association by first giving notice (being not less than 1 month or not less than such other period as the Council of Management may determine) in writing to the Secretary, of the member's intention to resign and, upon the expiration of the period of notice, the member ceases to be a member.
- (3) Where a member of the Association ceases to be a member pursuant to clause (2), and in every other case where a member ceases to hold membership, the Secretary shall direct an appropriate entry be made in the register of members recording the date on which the member ceases to be a member.

13 REGISTER OF MEMBERS

- (1) The Public Officer shall ensure that the Association maintains a register of members of the Association, specifying the name and address of each person who is a member of the Association, together with the date on which the person became a member.
- (2) The register of members shall be kept at the principal place of administration of the Association and shall be open for inspection, free of charge, by any member of the Association at any reasonable hour.

14 MEMBERSHIP AND FEES, SUBSCRIPTIONS, ETC.

- (1) A member of the Association shall, upon admission to membership under Rule 9, pay to the Association an entrance fee of \$1 (subject to annual review by the Council of Management).
- (2) In addition to any amount payable by a member under clause (1), that member of the Association shall pay to the Association an annual membership fee of \$5 (subject to annual review by the Council of Management):-
 - (a) except as provided by paragraph (b), before 31st December in each calendar year; or
 - (b) where the member becomes a member on or after 31st December in any calendar year - upon becoming a member and before 31st December in each succeeding calendar year.
- (3) All members shall be entitled to vote, irrespective of age, with the exception of non-playing members who shall be entitled to vote six months after paying the prescribed fee, thereafter the six months qualifying period, those non-playing members shall be entitled to vote as long as they remain a member.

15 MEMBER'S LIABILITIES

The liability of a member of the Association to contribute towards the payment of debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the Association as required by Rule 14.

16 DISCIPLINING OF MEMBERS

- (1) Where the Council of Management is of the opinion that a member of the Association:-
 - (a) has persistently refused or neglected to comply with a provision or provisions of these rules; **OR**
 - (b) has persistently and wilfully acted in a manner prejudicial to the interests of the Association, the Council of Management may, by resolution:-
 - (c) expel the member from the Association; **OR**
 - (d) suspend the member from membership of the Association for a specified period.
- (2) A resolution of the Council of Management under Clause (1) is of no effect unless the Council of Management, at a meeting held not earlier than 14 and not later than 28 days after service on the member of a notice under Clause (3), confirms the resolution in accordance with this rule.
- (3) Where the Council of Management passes a resolution under Clause (1), the Secretary shall, as soon as practicable, cause a notice in writing to be served on the member:-
 - (a) setting out the resolution of the Council of Management and the grounds on which it is based;
 - (b) stating that the member may address the Council of Management at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;
 - (c) stating the date, place and time of that meeting; **AND**
 - (d) informing the member that the member may do either or both of the following:-
 - (i) attend and speak at that meeting;
 - (ii) submit to the Council of Management at, or prior to the date of that meeting, written representations relating to the resolution.
- (4) At a meeting of the Council of Management held as referred to in Clause (3), the Council shall:-
 - (a) give to the member an opportunity to make oral representations;
 - (b) give due consideration to any written representations submitted to the Council of Management by the member at or prior to the meeting; **AND**
 - (c) by resolution determine whether to confirm or to revoke the resolution.
- (5) Where the Council of Management confirms a resolution under Clause (4), the Secretary shall, within 7 days after the confirmation, by notice in writing, inform the member of the

fact and of the member's right of appeal under Rule 17.

(6) A resolution confirmed by the Council of Management under Clause (4) does not take effect:-

(a) until the expiration of the period within which the member is entitled to appeal against the resolution where the member does not exercise the right of appeal within that period;

or where, within that period;

(b) the member exercises the right of appeal, unless and until the Association confirms the resolution.

17 RIGHT OF APPEAL OF DISCIPLINED MEMBER.

(1) A member may appeal to the Association in General Meeting against a resolution of the Council of Management which is confirmed under Rule 16 (4), within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.

(2) Upon receipt of a notice from a member under Clause (1), the Secretary shall notify the Council of Management which shall convene a General Meeting of the Association to be held within 21 days after the date on which the Secretary received the notice.

(3) At a General Meeting of the Association convened under Clause (2):-

(a) no business other than the question of the appeal shall be transacted;

(b) the Council of Management and the member shall be given the opportunity to state their respective cases orally or in writing, or both; **AND**

(c) the members present shall vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

18 COUNCIL OF MANAGEMENT - Powers of Committee, etc.

The Committee shall be called the Council of Management of the Association and, subject to the Act, the Regulation, and these rules, and to any resolution passed by the Association in General Meeting:-

(1) shall control and manage the affairs of the Association;

(2) may exercise all such functions as may be exercised by the Association other than those functions that are required by these rules to be exercised by a General Meeting of members of the Association; **AND**

(3) has power to perform all such acts and do all such things as appear to the Council of Management to be necessary or desirable for the proper management of the affairs of the Association.

19 COUNCIL OF MANAGEMENT - Constitution and Membership of

(1) The Council of Management shall consist of:-

(a) the Executive of the Council of Management;

(b) a representative of the Junior Branch;

(c) other Office-Bearers of the Association; and

(d) 5 ordinary members

each of whom shall be elected at the Annual General Meeting of the Association pursuant to Rule 20.

(2) The Executive of the Council of Management shall be:-

(a) President;

(b) Vice Presidents (2);

(c) Treasurer;

(d) Secretary.

(3) Other Office-Bearers of the Association shall be:-

(a) Assistant Secretary

(b) Assistant Treasurer

(c) Secretaries of Association Competitions;

- (d) Secretary of Grade Tournament
 - (e) Publicity Officer
 - (f) Chairperson of Selectors
 - (g) Social Secretary
 - (h) Delegates of NSW Hardcourt Tennis Association
 - (i) Public Relations Officer
- (4) Each member of the Council of Management shall, subject to these rules, hold office until the conclusion of the Annual General Meeting following the date of the member's election, but is eligible for re-election.
- (5) In the event of a casual vacancy occurring in the membership of the Council of Management, the Council may appoint a member of the Association to fill the vacancy and the member so appointed shall hold office, subject to these rules, until the conclusion of the Annual General Meeting next following the date of the appointment.
- (6) The Executive shall have the power to deal with all matters of urgency, subject to revision by the Council of Management.
- (See Rule 25(7))

20 COUNCIL OF MANAGEMENT - Election of

- (1) Nominations of candidates for election as Officer-bearers of the Association or as ordinary members of the Council:-
- (a) shall be made in writing, signed by 2 members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and
 - (b) shall be delivered to the Secretary of the Association not less than 21 days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.
- (2) If insufficient nominations are received to fill all vacancies on the Council of Management, the candidates nominated shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.
- (3) If insufficient further nominations are received, any vacant positions remaining on the Council of Management shall be deemed to be casual vacancies.
- (4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- (5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot shall be held.
- (6) The ballot for the election of Officer-bearers and ordinary members of the Council of Management shall be conducted at the Annual General Meeting in such usual and proper manner as the Council of Management may direct.
- (7) Filling of a Casual Vacancy as allowed for in Rule 25.

21 COUNCIL OF MANAGEMENT - Removal of a member

- (1) The Association in a General Meeting may, by resolution, remove any member of the Council of Management from the office of member before the expiration of the member's term of office and may, by resolution, appoint another person to hold office until the expiration of the term of office of the member so removed.
- (2) Where a member of the Council of Management, to whom the proposed resolution referred to in Clause (1) relates, makes representations in writing to the Secretary or President (not exceeding three A4 pages) and requests that the representations be notified to the members of the Association, the Secretary or President may send a copy of the representations to each member of the Association or, if they are not to be so sent, the member is entitled to require that the representations be read out at the meeting at which the resolutions is considered.

22 COUNCIL OF MANAGEMENT - Meetings and Quorum

- (1) The Council of Management shall meet at least 11 times in each period of 12 months at such place and time as the Council may determine.

- (2) Additional meetings of the Council of Management may be convened by the President or by any member of the Council.
- (3) Oral or written notice of a meeting of the Council of Management shall be given by the Secretary to each member of the Council at least 48 hours (or such other period as may unanimously be agreed upon by the members of the Council) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under Clause (3) shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the Council member present at the meeting unanimously agree to treat as urgent business.
- (5) Any 8 members of the Council of Management constitute a quorum for the transaction of the business of a meeting of the Council.
- (6) No business shall be transacted by the Council of Management unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
- (7) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- (8) At a meeting of the Council of Management:-
 - (a) the President or, in the President's absence, the Vice President, shall preside: or
 - (b) if the President and the Vice President are absent or unwilling to act, such one of the remaining members of the Council as may be chosen by the members present at the meeting shall preside.
- (9) At sub-committee meetings, provided adequate notice is given to all members of the sub-committee, a quorum shall not be necessary. The President and Secretary shall be members of all sub-committees and have power to exercise full voting rights.
- (10) Where not covered by these rules, the rules of debate, procedure and conduct as set out in 'Guide for Meetings and Organisations' by N.E. Renton (current edition) shall be adopted for all meetings.

23 COUNCIL OF MANAGEMENT - Delegation to Sub-Committee

- (1) The Council may, by instrument in writing, delegate to one or more sub-committee (consisting of such member or members of the Association as the Council thinks fit) the exercise of such of the functions of the Council as are specified in the instrument, other than:-
 - (a) this power of delegation; **AND**
 - (b) a function which is a duty imposed on the Council by the Act or by any other law.
- (2) A function, the exercise of which has been delegated to a sub-committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the delegation.
- (3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function the subject thereof, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Notwithstanding any delegation under this rule, the Council may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Council.
- (6) The Council may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- (7) A sub-committee may meet and adjourn as it thinks proper.

24 COUNCIL OF MANAGEMENT - Voting and Decisions

- (1) Questions arising at a meeting of the Council or of any sub-committee appointed by the Council shall be determined by majority of the votes of members of the Council

- or sub- committee present at the meeting.
- (2) Each member present at a meeting of the Council or of any sub-committee appointed by the Council (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
 - (3) Subject to Rule 22(5), the Council may act notwithstanding any vacancy on the Council.
 - (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the Council or by a sub-committee appointed by the Council, is valid and effectual, notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Council or sub-committee.

25 COUNCIL OF MANAGEMENT - Casual Vacancies

For the purposes of these rules, a casual vacancy in the office of a member of the Council of Management occurs if the member:-

- (1) ceases to be a member of the Association;
- (2) becomes an insolvent under administration within the meaning of the Companies (New South Wales) code;
- (3) resigns office by notice in writing given to the Secretary;
- (4) is removed from office under Rule 21;
- (5) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; **OR**
- (6) is absent without the consent of the Council of Management from all meetings of the Council held during a period of 3 months. This clause does not apply to Office-Bearers classified under 19 (3). For these Office-Bearers, attendance at Council of Management meetings is optional unless business is being transacted that requires their attendance due to the office that they hold.
- (7) dies;

26 DUTIES OF SECRETARY

- (1) The Secretary of the Association shall, as soon as practicable after being appointed as Secretary, lodge notice with the Association of his or her address.
- (2) It is the duty of the Secretary to ensure that records are kept of:-
 - (a) all appointments of Office-bearers and members of the Council of Management;
 - (b) the names of the members of the Council of Management present at a Council Meeting or a General Meeting; **AND**
 - (c) all proceedings at Council of Management Meetings and General Meetings.
- (3) Minutes of proceedings at a meeting shall be signed by the chairperson of the meeting or by the chairperson of the next meeting.
- (4) The Secretary shall be responsible for the supervision of all paid staff and contractors. If a conflict of interest arises, then that part of supervision must be delegated to the President or a Vice-President.

27 DUTIES OF TREASURER

It is the duty of the Treasurer of the Association to ensure that:-

- (1) all money due to the Association is collected and received and that all payments authorised by the Association are made; **AND**
- (2) correct books and accounts are kept showing the financial situation of the Association, including full details of all receipts and expenditure connected with the activities of the Association.

28 DUTIES OF PUBLIC OFFICER

- (1) The Public Officer shall assume the position of Secretary if that office becomes vacant.
- (2) The Public Officer shall ensure that the Association's Administrators maintain a register of members of the Association, specifying the name and address of each person who is a member of the Association, together with the date on which the

person became a member.

- (3) The common seal of the Association shall be kept in the custody of the Public Officer.
- (4) The Public Officer may attest, by jointly signing with another member of the Council of Management, to the affixing of the Common Seal of the Association.
- (5) Except as otherwise provided by these rules, the Public Officer shall keep in his or her custody, or under his or her control, all records, books, and other documents relating to the Association.

29 SPECIAL RESOLUTION OF THE ASSOCIATION

A resolution of the Association is a Special Resolution if:-

- (1) it is passed by a majority which comprises not less than three-quarters of such members of the Association as, being entitled under these rules to do so, vote in person at a General Meeting of which not less than 21 days written notice specifying the intention to propose the resolution as a Special Resolution was given in accordance with these rules;
OR
- (2) where it is made to appear to the Commission that it is not possible or practicable for the resolution to be passed in the manner specified in paragraph (a), - the resolution is passed in a manner specified by the Commission.

30 AMENDMENT OF CONSTITUTION

The Constitution of the Association may be amended, altered, or replaced only by a special resolution of the Association.

31 ACCEPTANCE OF RULES AND BY-LAWS

Each member of the Association shall be bound by the provision of these rules and general competition and tournament By-laws of the Association.

32 NOTIFICATION TO MEMBERS OF GENERAL MEETINGS, AND OTHER INFORMATION

- (1) All matters published in 'Tennis News', AND/OR posted on the Web Page, AND/OR all letters posted to the last recorded address and/or matters brought to the notice of a member shall be deemed to have been notified. In the case of a non-playing member, it shall be deemed sufficient notice of any matter provided it is published in 'Tennis News' and/or the Web Page, and/or posted to the last recorded address.
- (2) Except where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary shall, at least 14 days before the date fixed for the holding of the General Meeting, notify all members, in accordance with Clause (1), specifying the place, date and time of the meeting, and the nature of the business proposed to be transacted at the meeting.
- (3) Where the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Association, the Secretary shall, at least 21 days before the date fixed for the holding of the General Meeting, notify all members, in accordance with Clause(1), specifying the place, date, and time of the meeting and the nature of the business proposed to be transacted at the meeting, and in addition, the intention to propose the resolution as a Special Resolution.

33 GENERAL MEETING - Business at

- (1) No business other than that specified in the notice convening a General Meeting shall be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted pursuant to Rule 40(2).
- (2) member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who shall include that business in the next notice calling a General Meeting given after receipt of the notice from the member.

34 GENERAL MEETING - Procedure and Quorum

- (1) No item of business shall be transacted at a General Meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.

- (2) Fifteen members present in person (being members entitled under these rules to vote at a General Meeting) provided that at least eight teams are each represented by one or more member, constitute a quorum for the transaction of the business of a General Meeting.
- (3) If, within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and, in any other case, shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting) at the same place.
- (4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall be dissolved.

35 GENERAL MEETING - Presiding member

- (1) The President or, in the President's absence, the Vice President, shall preside at each General Meeting of the Association.
- (2) If the President and the Vice President are absent from a General Meeting or unwilling to act, the members present shall elect one of their number to preside as Chairperson at the meeting.

36 GENERAL MEETING - Adjournment

- (1) The Chairperson of a General Meeting at which a quorum is present may, with the consent of the majority of the members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) Where a General Meeting is adjourned for 14 days or more, the Secretary shall give notice of the adjourned meeting to each member of the Association, in accordance with Rule 32(1), stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in Clauses (1) and (2), notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

37 GENERAL MEETING - Making of Decisions

- (1) A question arising at a General Meeting of the Association shall be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (2) At a General Meeting of the Association, a poll may be demanded by the Chairperson or by not less than 3 members present at the meeting.
- (3) Where a poll is demanded at a General Meeting, the poll shall be taken:-
 - (a) immediately, in the case of a poll which relates to the election of the Chairperson of the meeting, or to the question of adjournment; **OR**
 - (b) in any other case, in such a manner and at such time before the close of the meeting as the Chairperson directs, and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

38 GENERAL MEETING - Voting

- (1) Upon any question arising at a General Meeting of the Association a member has one vote only.
- (2) All votes shall be given personally.
- (3) In the case of equality of votes on a question at a General Meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote.
- (4) A member is not entitled to vote at any General Meeting of the Association unless all money due and payable by that member to the Association has been paid, other than the

amount of the Annual Subscription (if applicable) payable in respect of the then current year.

39 ANNUAL GENERAL MEETING - holding of

- (1) The Association shall, at least once in a calendar year and within 6 months after the expiration of each financial year of the year of the Association, convene an Annual General Meeting of its members.
- (2) Clause (1) has effect subject to any extension or permission granted by the Commission under Section 26 (3) of the Act.
- (3) Representation by a member of each team registered in senior competition is desirable and a member can represent each team in which he/she is registered. Those teams unrepresented will be charged a fee of \$20 (20 dollars). This fine is to be paid within 5 weeks of the AGM or instead a 5-point penalty will be imposed on the team in the next competition round match following the expiry of this 5-week period. Notice of this action will only be given via Tennis News and/or the Web Page.

40 ANNUAL GENERAL MEETING - calling of and business at

- (1) The Annual General Meeting of the Association shall, subject to the Act and to Rule 39, be convened on such date and such place and time as the Council of Management thinks fit.
- (2) In addition to any other business which may be transacted at an Annual General Meeting, the business of the Annual General Meeting shall be:-
 - (a) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
 - (b) to receive from the Council reports upon the activities of the Association during the last preceding financial year;
 - (c) to elect Office-bearers of the Association and other Council of Management members, together with Patrons, Auditor, Solicitor; **AND**
 - (d) to receive and consider the statement which is required to be submitted to members pursuant to Section 26(6) of the Act.
- (3) An Annual General Meeting shall be specified as such in the notice convening it.

41 SPECIAL GENERAL MEETING - calling of

- (1) The Council of Management may, whenever it thinks fit, convene a Special General Meeting of the Association.
- (2) The Council of Management shall, on the requisition in writing from members of not less than six financial teams, signed by at least two registered players from each team, convene a Special General Meeting of the Association.
- (3) A requisition by members for a Special General Meeting:-
 - (a) shall state the purpose or purposes of the meeting;
 - (b) shall be signed by the members making the requisitions;
 - (c) shall be lodged with the Secretary; **AND**
 - (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) If the Council of Management fails to convene a Special General Meeting within 5 weeks of the date on which a requisition by members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a Special General Meeting to be held not later than 3 months after that date.
- (5) A Special General Meeting convened by a member or members as referred to in Clause (4) shall be convened as nearly as is practicable in the same manner as General Meetings are convened by the Council and any member who thereby incurs expense is entitled to be reimbursed by the Association for any expense so incurred.

42 DELEGATES' MEETING

- (1) Meetings of delegates shall be convened by direction of the Council of Management when required, or at the written request (addressed to the Secretary) of representatives

- of at least twelve financial affiliated teams. Such request shall state the business for which the meeting is to be called.
- (2) If the Council of Management fails to convene a Delegates' Meeting within 5 weeks of the date on which a requisition by members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a Delegates' Meeting to be held not later than 3 months after that date.
 - (3) Each affiliated team shall be entitled to appoint two registered members to attend Delegates' Meetings.
 - (4) Any business except that provided for at the Annual General Meeting may be brought forward at such meetings.
 - (5) Each Delegate and Officer-bearer shall be entitled to one vote on each matter dealt with, provided, however, that an Officer-bearer shall be entitled to vote only one vote if he is both an Officer-bearer and a Delegate.
 - (6) A quorum shall comprise Delegates representing twelve affiliated teams and not less than twelve in number.
 - (7) A Delegates' Meeting convened by a member or members as referred to in Clause (2) shall be convened as nearly as is practicable in the same manner as General Meetings are convened by the Council and any member who thereby incurs expense is entitled to be reimbursed by the Association for any expense so incurred.

43 INSURANCE AND INDEMNITY

- (1) The Association shall effect and maintain insurance pursuant to Section 44 of the Act.
- (2) In addition to the insurance required under Clause (1), the Association may effect and maintain other insurance.
- (3) Every member of the Council of Management and the Junior Branch Committee, Auditor, Secretary, and other officer for the time being of the Association shall be indemnified out of the assets of the Association, against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.
- (4) The liability of any member, officer or agent of the Association to another member, officer or agent is limited to the amount of insurance for which the member, officer or agent of the Association is actually indemnified.
- (5) If for any reason there is no insurance cover, then the liability of such member, officer or agent to any member, officer or agent is nil.

44 FUNDS - Source

- (1) The funds of the Association shall be derived from entrance fees and annual subscriptions of members, court hire, donations and, subject to any resolution passed by the Association in general meeting, such other sources as the Council of Management determines.

45 FUNDS - Management

- (1) All money received by the Association shall be deposited as soon as practicable and without deduction to the credit of the Association's bank accounts.
- (2) The Association shall, as soon as practicable, after receiving any money, issue an appropriate receipt.
- (3) Subject to any resolution passed by the Association in general meeting, the funds of the Association shall be used in pursuance of the objects of the Association in such manner as the Council of Management determines.
- (4) All cheques, draft, bills of exchange, promissory notes and other negotiable instruments shall be signed by any 2 members of the Executive of the Council of Management or one member of the Executive of the Council of Management and one administrator of the Association, the latter being a member or employee authorised to do so by the Association.
- (5) The general funds of the Association, with the exception of funds raised by the Junior

Branch, shall be banked in one general account in an approved bank or building society or be placed in secured bank or government investments in the name of the Association. In respect of building societies, funds shall only be deposited to the extent that such building society or societies are government guaranteed. Other investment of funds may be made provided such investments are authorised by the appropriate legislation governing Trustees, provided they are approved Trustee investments and government guaranteed.

- (6) The Junior Branch of Eastwood-Thornleigh District Tennis Association Inc. shall be entitled to deposit their general funds in a separate general account.
- (7) Special accounts may be created by the Council of Management.
- (8) No liability shall be incurred without the sanction of the Executive or Council of Management.

46 COMMON SEAL

- (1) The common seal of the Association shall be kept in the custody of the Public Officer.
- (2) The common seal shall not be affixed to any instrument except by the authority of the Council of Management, and the affixing of the common seal shall be attested by the signatures either of 2 members of the Council or of 1 member of the Council and of the Public Officer or Secretary.

47 CUSTODY OF BOOKS, etc.

Except as otherwise provided by these rules, the Public Officer shall keep in his or her custody, or under his or her control, all records, books, and other documents relating to the Association.

48 INSPECTION OF BOOKS, etc.

The records, books and other documents of the Association shall be open to inspection, free of charge, by a member of the Association at any reasonable hour.

49 SERVICE OF NOTICES

- (1) For the purpose of these rules, a notice may be served by or on behalf of the Association upon any member, either personally or by sending it by post to the member at the member's address shown in the register of members.
- (2) Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document shall, unless the contrary is proved, be deemed for the purposes of these rules to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.

50 SURPLUS PROPERTY

- (1) The Association has passed a special resolution nominating an incorporated association as the association in which it is to vest its surplus property pursuant to Section 53(2) of the Act in the event of a winding up or the cancellation of the incorporation of the Association.
- (2) The Incorporated Association so nominated is one which fulfils the requirements specified in Section 53(2)(a)-(c) of the Act. In the event of the association being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any association with similar purposes which is not carried on for the profit or gain of its individual members.

51 GENERAL COMPETITION AND TOURNAMENT BY-LAWS OF THE ASSOCIATION

The Association shall, from time to time, make By-laws for the conduct of its general competitions and tournaments which shall be known as the "General Competition and Tournament By-laws of the Association" and these may be varied or amended from time to time at a Council of Management meeting by a two-thirds majority of the members present and entitled to vote at the meeting.

APPENDIX 1 - (Rule 9(1)) -

**Eastwood-Thornleigh District Tennis Association Incorporated
(Incorporated under the Associations Incorporations Act, 1984)**

Application for Membership of the Association

PLEASE COMPLETE IN BLOCK LETTERS

I, Phone Number:
(full name of applicant)

of Postcode:
(full residential address)

hereby apply to become a member of the above mentioned Incorporated Association. In the event of my admission as a member, I agree to be bound by the rules of the Association for the term of my membership with the Association. Whilst on the premises of Eastwood-Thornleigh District Tennis Association Inc. both my property and my person shall be at my own risk and I will not hold Eastwood-Thornleigh District Tennis Association Inc., or its servants or agents, liable for any personal injury or loss of property.

.....
Signature of applicant D.O.B. Date

** Payment can be posted to P.O. Box 44, PENNANT HILLS 1715 and cheques should be made payable to E.T.D.T.A. Payments can also be made in person at the Office at Pennant Hills.

- **PLEASE NOTE THAT YOU DO NOT BECOME A MEMBER OF ETDTA Inc. UNTIL YOUR MEMBERSHIP FEE IS PAID AND YOUR SIGNATURE IS AFFIXED TO THIS FORM.**
- **A RENEWAL FEE IS PAYABLE EVERY 12 MONTHS, AT THE COMMENCEMENT OF THE ETDTA Inc. FINANCIAL YEAR.**
- **THIS FEE MUST BE PAID PRIOR TO YOUR PARTICIPATION IN ANY COMPETITION COMMENCING IN THAT FINANCIAL YEAR.**
- **FAILURE TO PAY THE MEMBERSHIP FEE BY THE DUE DATE MEANS THAT YOU ARE NO LONGER A MEMBER OF ETDTA Inc.**
- Note that affiliation with TNSW is a compulsory component of your membership as ETDTA Inc. is an affiliate of TNSW. Membership of TNSW automatically gives cover for Players' Injury insurance.

****PLEASE COMPLETE SECTION BELOW ****

Competition(s) in which you play

MNL LMW WNX TNM SAX SAS Aft Jnrs. SMJ

ETDTA M'SHIP No.	
T/NSW AFF No.	
ASSOCIATION: DATE	
CARD ISSUED	
AMOUNT	
RECEIPT No.	

GENERAL COMPETITION AND TOURNAMENT BY-LAWS OF ETDTA

JUNE 2021

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1. RESTRICTION ON MEMBERS

Except where special provision to the contrary is made, all tournaments and competitions of the Association shall be restricted to members.

Where ETDTA and another Association run a joint competition, each player must be a member of one of the Associations.

2. TENNIS ATTIRE

Players are expected to wear clean clothes in good condition. Male players are not permitted to wear singlets. Tennis shoes of an approved type must be worn.

3. RULES OF PLAY

Rules of Play and Code of Behaviour shall be those adopted by Tennis Australia, except as amended by any of this Association's competition and/or tournament by-laws.

4. COMPETITIONS

Competitions follow on continually year round. No play during NSW State School Holidays.

All competitions shall consist of one, two or three rounds with six, eight or ten teams in each division. This may be varied at the discretion of the Competition Secretary/Committee.

5. COURT AVAILABILITY

- (a) The courts of all teams affiliated with this Association shall be made available to the Association on an equitable basis and upon reasonable request for the purposes of conducting the annual tournament, until completion thereof. Teams must also make available their courts for semi-finals and finals in all competitions.
- (b) Courts will be allocated to teams who enter a competition. All efforts will be made for teams re-entering the next competition to retain this court but there may be occasions where a team will need to be moved to enable the competition to proceed.
- (c) Teams will be responsible for the match fee for the duration of the competition.

6. ELIGIBILITY

Players are eligible to play only for the team in which they are registered for each competition, unless permission is granted by the Competition Secretary as covered in By-Law 16.

7. REGISTRATIONS

- (a) In order to play in an ETDTA Inc. competition, players must hold current membership of ETDTA Inc., otherwise their registration is deemed to be incomplete. The only exception to this is a person who is a One-Time Player. This player is permitted to play once per competition without becoming a member of ETDTA Inc. Participation in further matches in the same competition necessitates that player becoming a member of ETDTA Inc.
- (b) Players should register separately for each ETDTA Inc. competition in which they play, be it as a member of a team or as a pool player and this must be recorded on the result card. Team registrations for all competitions must be on the prescribed entry form, duly completed and accompanied by fees. The Entry Form must contain a list of players with their current email address, telephone number, and in the case of juniors, their birth date. The Captain of the team must ensure that all those whose names appear on the form have given permission to be listed. Entries must be received at the time and place set down on the ETDTA Inc. website, the exception being teams formed under the supervision of the Competition Secretary. Players

named on the original entry form must remain with that team for the duration of the competition, except with the agreement of the Council of Management.

- (c) Any team playing a non-member, other than a One-Time Player, shall have 2 points deducted from their point score.

8. LATE REGISTRATIONS

- (a) If a team is unsure of the eligibility of a player they should check with the Competition Secretary prior to registering this player. If this is not done this player may be disqualified under By-Law 8(b).
- (b) The Competition Secretary will refer late registrations to the Competition Committee if doubt exists as to the eligibility of a player. Ratification of late registrations will be decided at a competition committee meeting if a complaint about the standard of a late registration is received by the Competition Secretary or Divisional Secretary within 48 hours of the player playing their first match. The captain of the team involved will be notified immediately a complaint is received, and then notified within seven days, or as soon as possible, of the outcome of the meeting. If any late registration is not ratified by the competition committee, all sets played by that player will be forfeited.
- (c) Late registrations must be written on the result card, and signed by the team captain, prior to the player's commencement in the match. The opposing team captain is to initial the result card to indicate that they have been so advised. It shall be the responsibility of the team captain to ensure that any late registration, with the exception of Division 1 where no player is ineligible, is in keeping with the grading of the team.
- (d) A player registered in the Reserve Pool may join a team as a late registration (provided the pool player is within the eligible grades for that team and approved by the Competition Secretary (By-Law 17)). Eligibility for the player to participate in Semi-finals and Finals (By-Law 20) will be measured from the date the pool player first played for the team in the current competition. However, matches played as a pool player for other teams will continue to be assessed under By-Law 16.
- (e) A member of ETDTA currently not registered in any team within the competition may play for a team as a replacement player in accordance with By-Law 16(d). The member will be deemed to have registered within that team upon the second time they play for the team.

9. GRADING

- (a) All teams will be graded by the relevant Competition Committee.
- (b) Any player who, in the opinion of the competition committee, is of a higher standard than the division their team is graded is deemed to be a graded player. This player may not be borrowed to play below the division the Competition Secretary nominates and must play for their own team a minimum of 5 times in order to be eligible to play in the finals series.
- (c) Teams will be promoted or demoted between divisions for each competition at the discretion of the relevant Competition Secretary/Committee. In general the basis for promotion/relegation will be the team's results from the previous competition.

10. RESULT CARD/SHEET

The result card/sheet can be collected at the courts or printed from the Internet and the home captain is responsible for completion and placing result card for collection by Competition Secretary at the place specified. If a result card/sheet is not received then no

points will be allocated until the teams involved in that match deliver the result card to the Competition Secretary or the ETDTA Office/Shop.

11. PLAYING PROCEDURE

(a) *Competition Rounds*

- i) **Match Fee:** The match fee must be paid prior to the commencement of the match. Tennis balls will be supplied to the home team once the match fee has been paid.
- ii) **Nominating Players:** Players are numbered 1-4 (not seeded) and the result card/sheet are printed with the format. Captains are to nominate numbers prior to the commencement of play and no alterations may be made after commencement of the match. The visiting team is to nominate player numbers first.
- iii) **Toss:** Prior to commencement of warm-up there shall be a toss. The winner of the toss will get the right to elect for the nominated to choose:
 - to be server or receiver in the first game of the set, in which case the opponent(s) shall choose the end of the court for the first game of the match;
 - the end of the court for the first game of the set, in which case the opponent(s) shall choose to be server or receiver for the first game of the match;
 - to compel the opponent(s) to make one of the above choices.

The nominated sets are defined within the competition specific by-laws (By-Law 23).

- iv) **Warmup:** A warm-up is permitted prior to the commencement of the first and second sets. In order to allow matches to finish, this warm-up should be limited to 2 minutes for evening competitions and 5 minutes for daytime competitions. Hit-ups are allowed up to 15 minutes prior to commencement time if courts are available.
- v) **Order of Play:** Sets shall be played as per order of the result card/sheet and cannot be altered unless both captains agree.
- vi) **Commencement of Play:** Each match is to begin at the nominated commencement time. If for any reason play does not commence within 5 minutes (evening competitions) or 10 minutes (daytime competitions), the team unable or refusing to proceed shall forfeit the first set. A second set may not be claimed as forfeit if the match is commenced within 20 minutes of the nominated commencement time. However, the whole match shall be forfeited if play does not commence within 20 minutes of the nominated starting time. If one player is absent or running late, the sets that do not involve that player are to be played first, prior to claiming a forfeit for sets unable to be played.
- vii) **Injuries:** If during the competition match a player on the court is injured or ill and unable to continue they may be replaced as per By-Law 16.
- viii) **Umpiring:** There will be no umpires. Each team/player is responsible for all calls on their side of the net. If in doubt, the team/player must give the benefit of the doubt to their opponent. All "out" or "fault" calls should be made promptly after the ball has bounced and must be loud enough for the opponent(s) to hear. The server should announce the game score before starting a game and the point score prior to serving for each point, loud enough for the opponent(s) to hear.
- ix) **Sudden Death:** For evening competitions a sudden death deuce will be played on the first deuce. In a mixed doubles set, the receiver must be of the same gender

as the server. In all other sets the pair receiving will nominate the player to receive serve.

- x) **Close of Play:** Play must cease at the nominated time for close of play, with any game in progress to be finished, but not the set.
 - xi) **Result Card/Sheet:** Both captains must sign the result card/sheet at the conclusion of play. The Captain of the home team shall be responsible for submitting the result card/sheet on the day of the match.
- (b) **Semi-Finals and Finals**
- The playing procedure for Semi-finals and Finals will be as per By-Law 11(a) above with the following exceptions:
- i) **Home Team:** The higher placed team in each match will be deemed to be the home team. The home team is responsible for supplying a result card/sheet and collecting the balls.
 - ii) **Nominating Players:** Captains must exchange a list of their players, numbered 1-4, before the commencement of the match. The result card/sheet is to be updated with names once the exchange has been completed.
 - iii) **Sudden Death:** For evening competitions, a sudden death deuce will be played on the second deuce. Rules as per the player to receive serve remain as per By-Law 11 (a) ix).
 - iv) **Umpiring:** If requested by the captain of either team, an umpire can be appointed at the discretion of the Competition Secretary.
 - v) **Close of Play:** There is no nominated close of play time for Semi-finals and Finals i.e. match is to be completed on the scheduled date (subject to By-Law 11 (b) vii) below).
 - vi) **Drawn Match:** In the event that the match is a draw at the end of regulation play, the match will be determined by a 12 point tie-break i.e. first to 7 points with a 2 point margin required. A toss will be required before the commencement of the tie-break with the winner having the right to serve or receive or choice of end. For competitions other than Thursday night, the players who played the last set are to play the tie-break set. For Thursday night, any two players may play the tie-break.
 - vii) **Unfinished Match:** If a match cannot be finished due to unforeseen circumstances (e.g. heat, rain, lighting failure etc.) then it is to resume on the next available playing date for that competition. Play should continue from the score at which play was suspended. By-Law 16 (b) is to apply in the event that the same team members are unable to resume the match.

12. EXTREME HEAT

The Bureau of Meteorology (BOM) is to be used for determining temperature.

Open Competition Heat Policy

- (a) If the temperature one hour prior to the scheduled start of play has already reached 35°C or greater, play may be cancelled and the decision will be posted on the ETDTA web site.
- (b) If the temperature reaches 35°C or greater during the match, play will be suspended upon the completion of the game currently being played.
- (c) If the temperature remains at 35°C or greater for a period of 30 minutes following suspension of play, the match will be abandoned. Play may also be abandoned by the mutual agreement of both team captains within the 30 minute period. The points for sets not played or completed shall be shared.

- (d) In the event that one team wishes to cease play **before** the temperature reaches 35°C, then that team may do so but will thereby forfeit the remaining sets to the other team.

Good sportsmanship and common sense should prevail at all times.

13. WET WEATHER AND OTHER ADVERSE CIRCUMSTANCES

Except in extreme circumstances, as advised by Centre Manager, matches will not be called off until one hour prior to the scheduled starting time. Check “Weather News” on ETDTA website for updates.

If play cannot commence at the scheduled time, players are to wait 30 minutes (evening competitions) or 60 minutes (daytime competitions). If play is still not possible after waiting the required length of time, the match will be declared an “Unplayed Match”. Refer to By-Law 23 for “Competition Specific” details about “Unplayed Matches”.

If a match is washed out before the first set has been completed, then the match will be declared an “Unplayed Match” and will be re-scheduled.

If rain interrupts play at any time during a match but the court is still considered playable, players are required to allow 30 minutes before assessing whether play can resume (both captains must agree). If the court becomes unplayable during this time the match ceases automatically. When matches have commenced but do not finish, the points won are allocated to each team but the points remaining are shared.

If less than 50% of the matches in a particular division are started due to wet weather or other circumstances, all matches in that division shall be declared “Unplayed Matches”. These unplayed matches will be rescheduled.

14. FORFEITS

- (a) **Forfeited Set/s:** Entire sets forfeited shall be recorded as such on result card/sheet and must be signed by the Team Captains.
- (b) **Forfeited matches** should be avoided whenever possible. All efforts should be made to find substitute players in order to field a team. The forfeiting team will be responsible for their match fee.
- (c) For round matches only, if no team players are available to play and 4 eligible substitute players are available, they may play subject to the approval of the Competition Secretary and the opposing team being advised. Details must be recorded on the result card/sheet.
- (d) In the event of a team forfeiting two or more matches, all points for and against that team will be cancelled, unless a satisfactory written explanation is forwarded to the Competition Secretary.

15. WITHDRAWALS

If a team withdraws after commencement of the competition, all points scored for and against that team shall be cancelled. A written explanation as to the circumstances that led to team’s withdrawal is required by the Competition Secretary/Committee and the withdrawing team will be responsible for the payment of match fees for the remainder of the competition. Unless this payment is made, members of such team could be

debarred from further participation in all Association activities for such time as the Association deems fit. These penalties may vary at the discretion of the Management Committee.

16. EMERGENCY

(a) Injury or Illness

If during any competition match a player on the court is injured or ill and unable to continue playing, the remaining games in that set being played shall be forfeited. Another registered player may be substituted to play the remaining sets.

If a player is injured in the immediate vicinity of the court, they may also be substituted for by another registered player. In the event of a dispute involving an injury off court, the procedure for protests laid down in By-Law 22 should be followed.

The substituted player must be a player from the same team (not having taken part in the match) or a pool player, or a player from the same or lower division who has not played in a match in the same competition on the same day or night.

A brief explanation as to why a set has been forfeited (especially if due to an injury) must be recorded on the result card signed by the team captains.

(b) Replacement

In the event of a match being unfinished for any reason and the match is to be completed at a later date, the players originally nominated in a team shall take part in the unfinished sets, subject to the following:

- If a player is prevented for any bona fide reason from participating in an unfinished match, he or she may be replaced with the consent of the Competition Committee by another team member or a pool player nominated by the Committee.
- If the match player unable to continue the match was playing the set when play was halted, their team must forfeit the remainder of the unfinished set (from the last completed point), with the approved replacement player being able to participate in the other sets.

Details are to be recorded on the result card and initialed by the team Captains.

(c) Borrowing a player from the same ETDTA Competition

Before borrowing any player, Team Captains should attempt to contact eligible POOL PLAYERS.

Except for semi-finals and finals, a registered player may be borrowed **twice** by any team within the same or lower division with the permission of that Captain. Registered players in the lowest division may be borrowed three times by any team in the lowest division. The borrowed player's name shall be recorded on the result card/sheet. **Exceptions** to this rule can be approved by the Competition Secretary.

If a player is borrowed by a team more than twice (lowest division 3 times), all sets played by that player after a second time, will result in that player's games/sets being forfeited. A player must not participate in more than one match in the same competition on the same day. Notification of using an emergency player must be indicated on the result card/sheet for the match.

(d) Borrowing a player from another ETDTA Competition

Whilst it is the preference of the Council of Management that Team Captains requiring another player first look to utilize the Reserve Pool or other players from the same competition, it may be necessary to source a player from outside these options in order to avoid forfeiting a match. In these circumstances Team Captains can approach either:

- a player registered in another ETDTA competition (limited to no more than two matches for a team);
- a member of ETDTA currently not registered in any competition;
- a player who is not an ETDTA member (utilizing the One Time Player option).

Details of the borrowed player are to be recorded on the result card/sheet. It shall be the responsibility of the Team Captain to ensure that any borrowed player, with the exception of Division 1 where no player is ineligible, is in keeping with the grading of the team. Should the borrowed player participate in a second match, the provisions of By-Law 8(e) will apply.

(e) Ratification of Emergency or Borrowed Players

The Competition Secretary will refer emergency and borrowed players to the Competition Committee if doubt exists as to the eligibility/grading of a player. Ratification of emergency and borrowed players will be decided at a competition committee meeting if a complaint about the standard of an emergency or borrowed player is received by the Competition Secretary or Divisional Secretary within 48 hours of the player playing their first match. The captain of the team involved will be notified immediately a complaint is received, and then notified within seven days, or as soon as possible, of the outcome of the meeting. If the emergency or borrowed player is not ratified by the competition committee, all sets played by that player will be forfeited.

(f) Semi-finals and finals

A maximum of two emergency replacements, who must be approved by the Competition Secretary, is allowed. Players allocated must not be members of a team that made the semi-finals, nor can they strengthen the team. **If the emergency replacements are used within a handicapped division**, their handicap will be further reduced by two points as a penalty.

17. RESERVE POOL

Players who are not registered in a team may join the Reserve Pool for any competition for the duration of the current Association Financial Year. To join the Reserve Pool, players must submit their contact details, together with their highest grade played, to the Competition Secretary or the ETDTA Office/Shop. This may be done at any time before or during a competition.

The Competition Secretary will grade pool players according to ability.

The list of Pool Players, their minimum grade eligibility, and their registration status, will be updated and then published on the website at the commencement of each competition. It is the responsibility of the Competition Secretaries to maintain the Pool List for the duration of each competition.

Teams requiring pool players should contact eligible members of the Pool directly. It is the responsibility of the team captain to ensure that the pool player is a financial

member of Eastwood Thornleigh District Tennis Association Inc., and if not, ensure that the membership fee is paid. Failure to comply with this will mean that competition points will be deducted as per By-Law 7c, unless the pool player is utilized as a One-Time Player.

Pool players may only play for their nominated division or higher divisions. There is no limit to the number of matches a pool player may play.

Pool Players may be approached to join a particular team on a permanent basis at any time prior to the completion of the round matches. Permission for a pool player to join a team will be subject to the approval of the Competition Secretary.

Pool Players are not eligible for semi-finals and finals unless allocated to a team by the Competition Secretary. ***This player must not be of greater strength than the player being replaced.***

18. UNPLAYED MATCHES

In the event of any match not being played due to court, lighting, or extreme weather conditions, if a match is unable to be moved to another court then the match will be rescheduled. If the rescheduled match is not able to be played, (with the exception of Thursday Night Mens Competition), then points will be shared. For Thursday Night Mens Competition, any rescheduled matches unable to be played will be rescheduled until the match is played.

19. UNFINISHED MATCHES

If a match cannot be finished due to unforeseen circumstances and is unable to be moved to another court, both teams will share the remaining points.

20. SEMI-FINALS & FINALS

(a) Six Team Competitions

Divisions consisting of up to six teams shall play a final between the first two teams in order of points. In the event of there being two or more teams on equal points, the team eligible to take part in the final shall be decided on a count back procedure (see (c) below). The team with the highest percentage shall play in the final. The order of play shall be:

Final: Team 1 v Team 2.

(b) More than Six Team Competitions

For divisions consisting of more than six teams, semi-final and final matches shall be played, with the first four teams in order of points being the teams to take part in the semi-finals. In the event of there being two or more teams on equal points, the team(s) eligible to take part in the semi-finals shall be decided on a count back procedure (see (c) below). Team(s) will be ranked from highest to lowest percentage to determine which team(s) shall play in the semi-finals. The winner of each semi-final will progress to the final. The order of play shall be:

Semi-final: 1 v 4 and 2 v 3.

Final: Winner of 1 v 4 and winner of 2 v 3.

(c) Count Back Procedure

For competitions in which the winning team of a match is based on the number of games won, the count back will be based on the percentage of games won over games lost; if this be equal, the percentage of sets won over sets lost.

For competitions in which the winning team of a match is based on the number of sets won, the count back will be based on the percentage of sets won over sets lost; if this be equal, the percentage of games won over games lost.

(d) Court Allocation

The competition committee shall select suitable neutral courts for semi-finals and finals

(e) Home Team

The highest ranked team will be deemed to be the "Home" team.

(f) Eligibility to play

To be eligible to play in semi-final and final matches, it shall only be necessary for the player concerned to have participated in two ordinary round matches for their team, except as provided within By-Law 16. In the case of graded players By-Law 9 (b) there will be the requirement that they have played 5 ordinary round matches for their team.

(g) Wet Weather - **Competitions Other Than Thursday Night**

If a rescheduled semi-final is washed out, the 2 highest ranked teams automatically progress to the finals.

If a rescheduled final is washed out, then the highest ranked team is the winner.

(h) Wet Weather - **Thursday Night**

Washed out semi-finals and finals are rescheduled until completed.

21. TROPHIES

The winning team in each division shall be eligible for a maximum of six trophies, six vouchers or a monetary team prize. Trophies or vouchers will only be presented to players of winning teams who have participated in at least two matches during the competition, and only one trophy will be permitted for each eligible player. If additional trophies are required by winning teams for eligible players in excess of those set out above, such trophies will be obtained if notice of requirement and the required payment is given within two weeks of the completion of the finals.

22. PROTESTS

Council of Management can only consider protests about incidents occurring during competition play. All protests must be lodged in writing (accompanied by evidence) to the Secretary. Protests concerning competition play must be received within 72 hours of the completion of the match. A deposit of \$50.00 (fifty dollars) must accompany each protest - such deposit to be appropriated to the general fund of the Association if the protest be dismissed by the Council of Management.

23. COMPETITION SPECIFIC BY-LAWS

Item	Monday Night Ladies	Tuesday Ladies Midweek	Wednesday Night Mixed	Thursday Night Mens
Team Structure	4 ladies.	4 ladies	2 ladies & 2 men.	4 men.
Match Structure	<ul style="list-style-type: none"> • Doubles only. • Sets played as per order on result card. • 8 sets of 8 games each • Each player serves twice • Change ends after 4 games. • Play should be continuous with minimum time taken between changes of sets. • A set may be claimed as a forfeit if one team cannot provide the scheduled pair of players within 3 minutes from the conclusion of the prior set. 	<ul style="list-style-type: none"> • Doubles only. • Sets played as per order on result card. • 8 sets of first to 6 games (a 12 point tie-break is to be played at 5 games all). • Change ends after each odd number of games have been played. • Maximum of 3 minutes break between sets except for sets 2 & 3, 4 & 5, 6 & 7 where no more than 5 minutes may be taken. • A set may be claimed as a forfeit if one team cannot provide the scheduled pair of players within the designated break above. 	<ul style="list-style-type: none"> • Doubles only. • Sets played as per order on result card. • 8 sets of 8 games each. • Each player serves twice. • Change ends after 4 games • Play should be continuous with minimum time taken between changes of sets. • A set may be claimed as a forfeit if one team cannot provide the scheduled pair of players within 3 minutes from the conclusion of the prior set. 	<ul style="list-style-type: none"> • Doubles only. • Sets played as per order on result sheet. • 8 sets of 8 games each. • Each player serves twice. • Change ends after 4 games. • Play should be continuous with minimum time taken between changes of sets. • A set may be claimed as a forfeit if one team cannot provide the scheduled pair of players within 3 minutes from the conclusion of the prior set.

Item	Monday Night Ladies	Tuesday Ladies Midweek	Wednesday Night Mixed	Thursday Night Mens
Toss	Winner of the toss shall have the right to choose for sets 1, 3, 5 & 7.	Winner of the toss shall have the right to choose for sets 1, 3, 5 & 7.	Winner of the toss shall have the right to choose for sets 1, 2, 5 & 6.	Winner of the toss shall have the right to choose for sets 1, 3, 5 & 7.
Starting Time	7.30 pm	9.30 am	7.30 pm	7.30 pm
Closing Time	10.30 pm	3.00 pm	10.30 pm	10.30 pm
Result Card	Home team to supply.	Home team to supply.	Home team to supply.	Competition Secretary to supply.
Supper/Morning Tea	Ceased due to COVID-19	Ceased due to COVID-19	Ceased due to COVID-19	Not provided.
Match results Finished Matches	<ul style="list-style-type: none"> • Winner decided on games won. • Must win at least 33 games or 32 games and a majority of sets. • If games & sets equal, match drawn (except for semi-finals and finals – refer by-Law 11(b)). 	<ul style="list-style-type: none"> • Winner decided on sets won. • Must win at least 50% of sets. • If sets equal, on games. • If sets & games equal, match drawn (except for semi-finals and finals – refer by-Law 11(b)). 	<ul style="list-style-type: none"> • Winner decided on games won. • Must win at least 33 games or 32 games and a majority of sets. • If games & sets equal, match drawn (except for semi-finals and finals – refer by-Law 11(b)). 	<ul style="list-style-type: none"> • Winner decided on games won (adjusted for any handicaps). • If games equal, on sets. • If games & sets equal, match drawn (except for semi-finals and finals – refer by-Law 11(b)).

Item	Monday Night Ladies	Tuesday Ladies Midweek	Wednesday Night Mixed	Thursday Night Mens
Unplayed Matches	<p>Unplayed matches will be rescheduled and the Competition Secretary will indicate where rescheduled matches will be placed in the draw, i.e. at the end of the round in which they occur, or at the end of the last round.</p> <p>If a rescheduled match is rained out, it will not be rescheduled and points will be allocated accordingly.</p>	<p>Unplayed matches will be rescheduled and the Competition Secretary will indicate where rescheduled matches will be placed in the draw, i.e. at the end of the round in which they occur, or at the end of the last round.</p> <p>If a rescheduled match is rained out, it will not be rescheduled and points will be allocated accordingly.</p>	<p>Unplayed matches will be rescheduled and the Competition Secretary will indicate where rescheduled matches will be placed in the draw, i.e. at the end of the round in which they occur, or at the end of the last round.</p> <p>If a rescheduled match is rained out, it will not be rescheduled and points will be allocated accordingly.</p>	<p>Unplayed matches will be rescheduled at the Competition Secretary's discretion.</p> <p>If a rescheduled match is rained out, it will continue to be rescheduled until played.</p>

Item	Monday Night Ladies	Tuesday Ladies Midweek	Wednesday Night Mixed	Thursday Night Mens
Allocation of Points Non-Handicapped Divisions	Ten (10) points per match: Finished matches: <ul style="list-style-type: none"> • 1 point for each set won. • ½ point for each set drawn. • 2 bonus points to the team that has won at least 33 games • 1 Bonus point each if 32 games each and equal on sets. Unplayed matches & Forfeits: <ul style="list-style-type: none"> • 5 points for each team for an unplayed match. • 10 points to the team who receives a forfeit. Unfinished matches: <ul style="list-style-type: none"> • 1 point for an incomplete set where one team has 5 or more games • ½ point for each drawn or unplayed set. • ½ point for each incomplete set where neither team has more than 4 games. • 1 Bonus point each if neither team has reached 32 games; • 2 bonus points if a team has won 32 games, and their lead in sets could not be equaled or exceeded by finishing the match • 1 Bonus point each when one team has 32 games but if the match were to be completed with the opposition winning all remaining games, then the 	Ten (10) points per match: <ul style="list-style-type: none"> • 1 point for each set won. • ½ point for each incomplete or unplayed set. • 5 points for each team for unplayed match. • 1 point to the team who wins on sets. If sets are drawn, then ½ point to each team. • 1 point to the team who wins on games. If games are drawn, then ½ point to each team. • 10 points to the team who receives a forfeit. 	Ten (10) points per match: Finished Matches: <ul style="list-style-type: none"> • 1 point for each set won. • ½ point for each set drawn, incomplete without a winner, or unplayed. • 2 bonus points to the team that has won at least 33 games • 1 Bonus point each if 32 games each and equal on sets. Unplayed matches & Forfeits: <ul style="list-style-type: none"> • 5 points for each team for an unplayed match. • 10 points to the team who receives a forfeit. Unfinished match: <ul style="list-style-type: none"> • 1 point for an incomplete set where one team has 5 or more games • ½ point for each drawn or unplayed set. • ½ point for each incomplete set where neither team has more than 4 games. • 1 Bonus point each if neither team has reached 32 games; • 2 bonus points if a team has won 32 games, and their lead in sets could not be equaled or exceeded by finishing the match • 1 Bonus point each when one team has 32 games but if the match were to be completed with the opposition winning all 	Twelve (12) points per match: Finished matches: <ul style="list-style-type: none"> • 1 point for each set won. • ½ point for each set drawn. • 4 points to the team that has won at least 33 games. • 2 Bonus points each if 32 games each and equal on sets. Unplayed matches & Forfeits: <ul style="list-style-type: none"> • 6 points for each team for unplayed match. • 12 points to the team receiving a forfeit: no points to the team giving the forfeit. Unfinished match: <ul style="list-style-type: none"> • 1 point for an incomplete set where one team has 5 or more games • ½ point for each drawn or unplayed set. • ½ point for each incomplete set where neither team has more than 4 games. • 2 Bonus point each if neither team has reached 32 games; • 4 bonus points if a team has won 32 games, and their lead in sets could not be equaled or exceeded by finishing the match • 2 Bonus points each when one team has 32 games but if the match were to be

Item	Monday Night Ladies	Tuesday Ladies Midweek	Wednesday Night Mixed	Thursday Night Mens
	<p>score could be drawn, or result in a win on sets to the opposition.</p>		<p>remaining games, then the score could be drawn, or result in a win on sets to the opposition.</p>	<p>completed with the opposition winning all remaining games, then the score could be drawn, or result in a win on sets to the opposition.</p>

(a) By-Laws applying for all ADULT COMPETITION

(b) Additional By-Laws for Handicapped Divisions
Allocation of Points

Eight (8) points per match, with the winning team receiving points as stated below and the balance of the points going to the losing team:

Points	Winning Margin
8	More than 16 games
7	11 to 15 games
6	6 to 10 games
5	1 to 5 games

Both teams receive 4 points where the match is tied (or where the games difference is less than or equal to the amount of games remaining to be played) i.e. either side could still win.

In the event of the match being incomplete, and there is a definite winning team, the winning margin is reduced by the number of remaining games.

Handicap Revisions

Players new to the competition will have their original handicap reviewed and adjusted (if the statistics warrant a change) after their first 5 matches.

All players will have their handicaps adjusted, if deemed necessary, after 5 rounds (if a six team division) or 7 rounds (if an 8 team division) have been played and at the end of each competition.

24. INTERDISTRICT COMPETITION

Before a player can be considered for selection in an Interdistrict team the player must be a member of the association. The member must be registered in a competition team for the duration of the Interdistrict competition. An exception to this By-Law will be allowed where it may be necessary, at the discretion of the Council of Management, to invite a player, or players, from another body to form a team. Before submission to New South Wales Hardcourt Tennis Association Inc. all teams must be ratified by the Council of Management.

25. SATURDAY JUNIOR COMPETITION BY-LAWS

(a) Competition Rules

All Saturday Junior Competition (SJC) matches will be played in adherence to the SJC Rules published and included with the SJC Draws at the commencement of each Term and updated as required from time to time.

(b) Format of Matches

Premier

- 4 sets played on one court in the following order:
 - Doubles, Singles 1 v 1, Singles 2 v 2, Doubles.
- In every game of a Premier match, a “sudden death” point is played after the second deuce
- Each set is a tie-break set with a standard tie-break played at 6-6 (“6 games all”)

All Other Divisions

- 4 sets played on one court in the following order:
 - Doubles, Singles 1 v 1, Singles 2 v 2, Doubles.
- In every game of these divisions, a “sudden death” point is played after the first deuce.
 - i.e. if the score reaches deuce, the winner of the following point (the “sudden death” point) is the winner of the game (the game score will never reach “Advantage”)
- Each set is a tie-break set with a standard tie-break played at 5-5 (“5 games all”)

Tiebreaks

- Standard Tiebreak (first to 7 points, 2 point margin)
 - In a standard tiebreak, the winner of the tiebreak is the player/team who reaches 7 points first, with a margin of at least two points

(c) Allocating Points

All Divisions Including Premier:

1 point is allocated for each set won. The team winning on games is allocated 1 bonus point. If games are level this 1 bonus point is shared. If the match is unfinished and neither team has an uncatchable lead then this one bonus point is shared, as are the points for any unfinished sets.

(d) Result Cards

All players are responsible for ensuring that their results are entered correctly on the Result Card. The Result Card must be complete and legible and signed by a member of each team. The WINNING TEAM is responsible for submitting the result card (this should be placed into the Results Box in the green door opposite Court 7, by 6pm on the day of the match. Scorecards for matches not played at Pennant Hills must be scanned and mailed to tourncomp@etdta.com by 9pm on the day of the match.

(e) **Weather**

Wet Weather:

If the weather is inclement, players should check the Association's website www.etdta.com ... 'Weather News'. Advice will be available by 30 minutes prior to matches. If matches are washed out they will NOT be replayed. If courts are not playable at Pennant Hills, then competition matches at other venues (e.g. Midson Rd) will also not be played.

Heat Rule:

- Where the forecasted temperature determined 1 hour prior to the scheduled start of play is 35°C or greater, play may be cancelled and the decision will be posted on the ETDTA web site.
- If the temperature reaches 35°C or greater during the match, play must be suspended (on the completion of the current game). Play may be cancelled by the Centre Manager or Competition Representative.
- The points for sets not played or completed shall be shared.

(f) **Umpiring**

In all grades, Singles matches will be umpired. The two players not playing that set will be the umpire and ball boy/girl (each team will umpire one set and ball boy/girl one set).

(g) **Penalties**

Unsportsmanlike conduct by any player (or supporter, e.g. parent) will not be tolerated. Any of the following penalties may be immediately and/or retroactively issued by SJC Organisers depending on severity and repetitiveness of the infractions:

- Point, game and/or match forfeiture
- Competition points reallocation
- Verbal warning
- Written warning

The above penalties are not listed in any specific order. Where necessary, SJC Organisers may escalate issues to ETDTA's Executive Committee and/or Council of Management who may undertake further action.

BY-LAWS FOR DISCONTINUED COMPETITIONS

(included for reference purposes only)

A. MONDAY/THURSDAY/FRIDAY AFTERNOON.

Times

Pennant Hills and Cedarwood – as per draw. The game in progress at the finish time is to be finished, but no new game started.

Cedarwood, Cherrybrook and Carlingford: 4.15 pm to 6.30 pm. The game in progress at 6.30 pm is to be finished but no new game started.

Composition of Teams

This will be decided at the discretion of the Competition Secretary. It is dependent on availability of courts and number of entries.

Standard of Player

A minimum standard of play is required and for this reason new entrants must attend grading matches.

Competition Winners

The winners and runners-up of the competition will be decided on the final point score and there will be no semi-finals, finals, or grand-finals, unless otherwise notified by the Competition Secretary at the beginning of the Competition.

Balls and Card

Balls and cards are given out before the start of each match. It is the responsibility of the duty parent where listed, or home captain where parent not listed, to collect the balls and card before start time.

Order of Play – 3 player teams

Each set consists of 6 games. Change of ends to occur at the conclusion of the odd game, i.e. games 1, 3, and 5. Each player is numbered. Numbering is done on order of seeding and this order must be adhered to. Doubles should be played first, but if there are not enough players present for a doubles, then any singles should be played to avoid wasting time. The sets should be played in the following order:-

	Home Team		Visiting Team
First set - doubles	1 & 3	v	1 & 3
Second Set - doubles	1 & 2	v	1 & 2
Third Set - doubles	2 & 3	v	2 & 3
Fourth Set - singles	1	v	1
Fifth Set - singles	3	v	3
Sixth Set- singles	2	v	2

The suggested order of play may be varied if arranged by captains before, or at the start of the match.

Order of Play – 2 player teams

Each set consists of 8 games. Change of ends to occur at the conclusion of the odd game, i.e. games 1, 3, 5 and 7. Each player is numbered. Numbering is done on order of seeding and this order must be adhered to. Doubles should be played first, but if there are not enough players present for a doubles, then any singles should be played to avoid wasting time. The sets should be played in the following order:-

First set - doubles

Second Set – singles 2 v 2

Third Set – singles 1 v 1

The suggested order of play may be varied if arranged by captains before, or at the start of the match.

Warm-up

A three minute hit-up at the start of the player's first set is allowed. Thereafter play must start immediately.

Service Choice

The winner of the toss has the choice of serving, receiving or choice of ends in the first, third and fifth sets. The loser of the toss has the choice in the second, fourth and sixth sets.

Sudden Death Deuce

When play reaches deuce for the second time, a "sudden death" deuce is played. The winner of the next point wins the game. In singles the receiver has the choice of which court, either forehand or backhand, to which the server must serve. In doubles, the receivers nominate which member of the pair will receive the serve and that member receives it on the side that member has been receiving on for that set.

Match Results

The winner of the match will be the team who has won the most games. If the games are equal, then the team who has won the most sets wins. If both games and sets are equal, the match is a draw.

Points

A team will be awarded 1 point for each set won and ½ point for each set drawn, unfinished, or unplayed. The winning team will receive 2 additional points on Friday. On Monday and Thursday the winning team will receive 1 additional point. If the match is a draw, then each team shares the winning points.

Reserves

If a player is unable to play, the reserve player listed on the draw should be contacted. If there is no such player, or that player is unavailable, then the member of the team who is not required to play that day should be contacted. If that member is unable to play, another person in the division who is not playing should be contacted. Players may also arrange their own reserves of a suitable standard, provided those players are members of Eastwood-Thornleigh District Tennis Association Inc.

Borrowing

When borrowing a player from another team, the borrowed player should, if possible, be the same number as the player being replaced for that match. A player borrowed from another team must play in the correct order of seeding, e.g. if a number one player then the player should play as a number one unless the number one player of that team is playing. In that case the player may play as number two.

B. COMPETITION BY-LAWS - SATURDAY AFTERNOON MIXED

a) All competitions shall consist of one, two or three rounds with either six or eight team draws in each division at the discretion of the grading committee.

b) Eight team competition:-

Semi-final, final, and grand-final matches shall be played, the first four teams in order of points being the teams to take part in the semi-finals. In the event of there being two or more teams on equal points, the team eligible to take part in the semi-finals shall be decided on the percentage of sets won over sets lost; if this be equal, the percentage of games won over games lost. The teams with the highest percentage shall play in the semi-finals.

The order of play shall be

Semi-finals - 1 v 2 (major) and 3 v 4 (minor).

Final - Loser of the major semi-final v winner of the minor semi-final

Grand-final - Winner of the major semi-final v winner of the

final. Six team competition:-

Semi-final and final matches shall be played, the first three teams in order of points being the teams to take part in the semi-finals. In the event of there being two or more teams on equal points, the team eligible to take part in the semi-finals shall be decided on the percentage of sets won over sets lost, if this be equal, the percentage of games won over games lost. The team with the highest percentage shall play in

the semi-finals.

The order of play

shall be:- Semi-final

- 2 v 3

Final - 1 v winner of the semi-final.

- c) For semi-final, final and grand-final matches, the competition committee shall select suitable neutral courts, and the team to be regarded as the 'home' team. The 'home' team shall submit the result card and supply the balls, but both teams shall share the cost of the balls and the refreshments. Teams registered on any court drawn for semi-final, final, or grand-final matches are responsible to the court owner for hire.

Teams are responsible to the court owner for the hire of their court until the commencement of the next competition. The Association may vary this requirement for Association courts where extended breaks occur between competitions.

- d) After the toss of a coin by captains, the winner shall decide:-

(i) For the first set, service or choice of ends, in successive sets, the service or choice of ends at the commencement of each set shall alternate. **N.B.** The winner of the toss has choice of service or ends on the odd sets played, the loser has the choice on the even sets played.

(ii) The nomination and number allocation of his or her first pair to open the match. The loser of the toss will nominate and allocate numbers to his or her pair for the third and fourth set.

(iii) Semis, finals, Grandfinals.

The winner of the toss automatically becomes the home team for the purpose of:

- determining the order of the sets.

- the nomination of his or her team member to umpire for the first set, thereafter umpire alternately, if both captains agree that umpires be used.

Umpires will not be used unless both captains agree to have umpires.

- e) Teams shall be formed and play according to one of the three formats below, at the discretion of the Competition Committee.

· **Mixed Format (5 Players)**

Each team shall consist of three men and two ladies. The order of play shall follow the format on the result card in effect at the time of commencement of the competition. Each gent shall play two gents doubles and two mixed doubles. Each lady shall play one ladies doubles and three mixed doubles. The match has a set form which should be followed, except as agreed to by both captains or as in 20(g). The players are numbered 1 to 5 (NOT SEEDED) and the cards printed with the format. Each match shall consist of ten tie-breaker sets, commencing at five games all.

· **Classic Mixed Format A**

Each team shall consist of four players, two men and two ladies, but not more than six players, three men and three ladies. Match to consist of two sets of men doubles, two sets of ladies doubles, and four sets of mixed doubles. Each match to consist of eight tie-breaker sets, commencing at five games all. The order of play for the first two sets shall be a mens and a ladies, thereafter the captain who has the put on for each of the remaining sets shall have the right to nominate a mens, ladies or mixed pair, each mixed pair meeting the opposing pair once.

· **Classic Mixed Format B**

Each team shall consist of four players, two men and two ladies, but not more than six players, three men and three ladies. Match to consist of one set of mens doubles, one set of ladies doubles, two sets of mixed doubles and four sets of singles. Each match to consist of eight tie-breaker sets, commencing at five games all. The order of play shall be a mens doubles, a ladies doubles, four singles and two mixed doubles. Players must play singles sets in order as appear on draw sheet. The captain of the visiting team will nominate sets three, five, and seven.

- f) BORROWING

Provided no pool players from the same division are available, teams may borrow a player from the division below, or from the same division if the approval of the player's team captain has been obtained first. Borrowing of Graded Players must be strictly in accordance with any restrictions shown on the Graded Players List issued with draw sheets or published in Tennis News during the competition. If any doubt exists as to the eligibility of a player, a check should be made with the Competition Secretary.

g) COMMENCEMENT AND CLOSE OF PLAY

Play in each match shall commence not later than 12.30 pm with five minutes grace for each team. Should a team fail to have a mens pair on the court by 12.35 pm, the opposing captain MAY claim the first set by default. The second set may not be claimed by either team before

12.50 pm. The whole match shall automatically be forfeited if play has not commenced by 1.00 pm.

If both teams have any pair available before 12.50 pm, that set should proceed, with teams returning to the set format as players become available. If a team has a player delayed, the set format should be varied so that all the sets not involving the delayed player are played before any forfeits are claimed.

On wet days matches will not be called off until 1 hour before schedule starting time, or play has not commenced by 1.00pm, or in extreme circumstances as advised by the Centre Manager. Once a match has commenced and there is a stoppage in play due to inclement weather, and play is unable to resume after 30 minutes, the match can be called off.

CLOSE OF PLAY

Unless both captains agree to cease play due to failing light, then play should continue for 15 minutes after sunset time for the applicable day of the match, except that any game unfinished at that time shall be completed. Once the time set down is reached and after any game in progress has been completed, play shall cease automatically. Common sense should be exercised and the capabilities of all players considered when deciding if play should cease. During daylight saving time, matches shall not continue after 7.00 pm.

During semi-finals, finals and grand-finals, if play has to cease due to failing light or play has continued fifteen minutes after sunset and a match has not been completed, the lights will be turned on to allow completion of the match.

h) ALLOCATION OF POINTS

Twelve (12) points shall be allocated for each match and shall be allocated as follows:-

Winning team - 2 points, plus 1 point for each set won and ½ point for each incomplete or

unplayed set.

Losing team - 1 point for each set won and ½ point for each incomplete or unplayed set. Drawn match - 1 point for each team and 1 point for each set won and ½ point for each

incomplete or unplayed

set. Unplayed match - 6 points each team.

Forfeited match - 12 points to team receiving the forfeit; no points to the team giving the forfeit.

Unfinished match - 1 point for each team and 1 point for each set won and ½ point for each incomplete or unplayed set.

In the event of matches being played in inclement weather when less than 50% of the matches in a particular division are started, all matches in that division shall be declared wet matches and the points allocated accordingly, unless otherwise directed by the Council of Management that wet or unfinished matches be played.

i) MATCH RESULTS

Matches shall be decided on sets won and if sets equal, on games. For semi-final, final, and grand-final matches, if after 10 sets have been played the sets and games are equal, one 12- point tiebreaker game shall be played between any two nominated mixed pairs. An interval not exceeding two minutes is permitted between the last set and the tie-

breaker. The toss of a coin shall decide choice of service or end.

The winner shall be declared the winner of the match.

- j) Result cards must be signed at the conclusion of play by the opposing captains. In the case of wet matches, the card shall be signed by the home captain only. Such certified results shall be placed in the result boxes at the Association Club Houses not later than 11.00 pm on the Saturday of the match. The captain of the home team shall be responsible for this.

Defaulting teams in connection with this rule will incur a penalty of \$5.00, and if this fine is not paid prior to the commencement of the following competition match, the match on the day for which the result card was not received will be forfeited automatically.

- k) The home team shall provide at least three new balls of the types approved by the Association.

l) TROPHIES

Mixed: The Association shall provide the winning team in each grade with not more than 8 trophies or vouchers.

Classic Mixed Format: The Association shall provide the winning team in each grade with not more than 6 trophies or vouchers.

These will only be presented to players of winning teams who have participated in at least two matches during the competition and only one trophy will be permitted for each eligible player. If additional trophies are required by winning teams for eligible players in excess of those set out above, such trophies will be obtained if notice of requirement and the required payment is given within two weeks of the completion of the grand-final.

C. COMPETITION BY-LAWS - SUNDAY MORNING MENS

- a) To be played on Sunday morning. All competitions shall consist of one, two or three rounds with either six or eight teams at the discretion of the grading committee. Matches shall be doubles or doubles and singles. Teams may consist of two, three or four players. Sets shall be tie-breaker sets commencing at 5 games all.

b) EIGHT TEAM COMPETITION:-

Semi-final, final, and grand-final matches shall be played, the first four teams in order of points being the teams to take part in the semi-finals. In the event of there being two or more teams on equal points, the team eligible to take part in the semi-finals shall be decided on a count back of the percentage of sets won over sets lost; if this be equal, the percentage of games won over games lost. The teams with the highest percentage shall play in the semi-finals. The order of play shall be:-

Semi-finals - 1 v 2 (major) and 3 v 4 (minor).

Final - Loser of the major semi-final v winner of the minor semi-final

Grand-final - Winner of the major semi-final v winner of the

final. SIX TEAM COMPETITION:-

Semi-final and final matches shall be played, the first three teams in order of points being the teams to take part in the semi-finals. In the event of there being two or more teams on equal points, the team eligible to take part in the semi-finals shall be decided on a count back of the percentage of sets won over sets lost; if this be equal, the percentage of games won over games lost. The team with the highest percentage shall play in the semi-finals. The order of play shall be:-

Semi-final - 2 v 3

Final - 1 v winner of the semi-final.

- c) For semi-final, final and grand-final matches, the competition committee shall select suitable neutral courts, and the team to be regarded as the home team. The home team shall submit the result card and supply the balls, but both teams shall share the cost of the balls and the refreshments. Teams registered on any court drawn for semi-final, final, or grand-final matches are responsible to the court owner for hire. For the playing of these matches, home and visiting teams to be decided by the toss of a coin prior to the commencement of the match.

- d) After the toss of a coin by captains, the winner shall have the choice of serving or

receiving in the first, third, fifth sets.

f) COMMENCEMENT AND CLOSE OF PLAY

Play in each match shall commence not later than 8.30 am. The team unable or refusing to proceed shall forfeit the first set. Further, if that team fails to commence the second set at 8.55 am that set shall be forfeited automatically. The whole match shall be automatically forfeited if play does not commence by 9.20 am. Play shall automatically cease at 12.00 pm. For semi-final, final and grand-finals, all unfinished matches shall resume from the exact position at which the game stood when the postponement took place.

g) ALLOCATION OF POINTS

Eight (8) points shall be allocated for each match and shall be allocated as follows:- Winning team - 2 points, plus 1 point for each set won and ½ point for each drawn,

incomplete or unplayed set.
Losing team - 1 point for each set won and ½ point for each drawn, incomplete or unplayed set.
Drawn match - 1 point for each team and 1 point for each set won and ½ point for each drawn, incomplete or unplayed set.
Unplayed match - 4 points each team.

Forfeited match - 8 points to team receiving the forfeit; no points to the team giving the forfeit.

Unfinished match - 1 points for each team and 1 point for each set won and ½ point for each drawn, incomplete or unplayed set.

In the event of matches being played in inclement weather when less than 50% of the matches in a particular division are started, all matches in that division shall be declared wet matches and the points allocated accordingly, unless otherwise directed by the Council of Management that wet or unfinished matches be played.

h) MATCH RESULTS

Matches shall be decided on sets won, and if sets equal, on games. For semi-final, final, and grand-final matches, if, after 6 sets have been played, the sets and games are equal, one tie- breaker game shall be played between the pairs which play the final set of the match. The winner shall be declared the winners of the match.

i) Result cards must be signed at the conclusion of play by the opposing captains. In the case of wet matches, the card shall be signed by the home captain only. Such certified results shall be placed in the result boxes at the Association Club Houses not later than 5.00 pm on the day of the match. The captain of the home team shall be responsible for this. Defaulting teams in connection with this rule will incur a penalty of \$5.00, and if this fine is not paid prior to the commencement of the following competition match, the match on the day for which the result card was not received will be forfeited automatically.

j) The home team shall provide at least two new balls of the types approved by the Association. k) TROPHIES

The winning team in each grade shall not be eligible for more than 5 trophies or vouchers, to be provided by the Association. These will only be present to players of winning teams who have participated in at least two matches during the competition and only one trophy will be permitted for each eligible player. If additional trophies are required by winning teams for eligible players in excess of those set out above, such trophies will be obtained if notice of requirement and the required payment is given within two weeks of the completion of the grand-final.

D. SATURDAY AFTERNOON SINGLES COMPETITION

GENERAL

- a) Each competition will start and be completed within one school term.
- b) The competition shall be played on Saturday afternoon, commencing at 1 pm and finishing when the match is completed.

- c) Each Competition shall consist of one to four rounds, with between four and ten teams in each division, at the Competition Secretary's discretion. Wet matches may be re-scheduled at the Competition Secretary's discretion, the deciding factor being the available Saturdays left within the school term.
- d) All players must be financial members of Eastwood-Thornleigh District Tennis Association Inc. Any team playing a person who is not a financial member will lose points as per 8(d) in the General By-Laws.

PLAYING FEES

- e) The cost *per player* charge for the competition includes the competition, court hire, two new balls for each match and two winner's trophies per division.
- f) Prior to the start of each competition each player will be responsible for paying the Competition Fee. This fee is to accompany the player's completed registration form.

PLAYING PROCEDURE

- g) TEAMS: There will be two players per team (male or female).
- h) HOME TEAMS: A result card and two new balls are supplied to the home team. Team Captains are solely responsible for ensuring cards are filled in correctly, appropriate fees paid, and that the team complies with the Rules and By-laws applicable to the competition.
- i) ORDER OF PLAY: Three rubbers are played, two singles and a doubles. The singles rubbers shall be the best of three tie-break sets, and the doubles rubber shall be one tie- breaker set, with all tie-breakers at 6 games-all.
- j) VENUE: matches will be scheduled at Abuklea Road, Pennant Hills Park, and additional venues as necessary.
- k) WARM-UP: A warm-up is allowed at the start of both singles rubbers.
- l) RESULT CARDS must be delivered to Abuklea Road or Pennant Hills Park on the day of the match.
- m) LATE REGISTRATIONS: Late Registrations must be notified to the Competition Secretary, for his approval, prior to the commencement of the match. There is no extra cost, provided the player is already a financial member of Eastwood-Thornleigh District Tennis Association Inc.
- n) RESERVE PLAYERS: These are players available to play for any team in the Divisions listed on the draws. Reserve players are not allowed to play in semi-finals or finals except with the permission of the Competition Secretary.
- o) MATCH POINTS:
 - 1 point for each rubber won
 - 2 points to the team which wins the match
 - 5 points in total
 - all unplayed matches (except forfeits) will earn 2½ points each team.
- p) SEMI-FINALS, FINALS: Finals shall be played at the discretion of the Competition Secretary, depending on the number of weeks available and the number of teams in the division. The finals team positions will be decided on the total competition points awarded. If two or more teams are equal, position will be decided on percentage of sets won during the competition. If the percentage of sets is even, then the position will be decided on the percentage of games won. Only players who have played two matches are eligible to play in the semi-finals and finals. In an emergency during the semi final series, a team may be permitted by the Competition Secretary to use a pool player or a player from another team. Borrowed players must not strengthen the team. The Competition Secretary shall have the discretion to alter the procedure for playing the final series, should play be interrupted / disrupted / prevented due to inclement weather etc.
- q) TROPHIES: The winning team in each division shall be eligible for a maximum of two trophies, or equivalent prizes.