

## **WEST ROUGE TENNIS CLUB GENERAL BY- LAWS**

### **Article # 1. MEMBERSHIP, RESPONSIBILITIES and PRIVILEGES**

- a) Membership is a privilege, not a right. The Executive Committee of the West Rouge Tennis Club (WRTC) may review the past behavior of anyone applying for membership in the WRTC and may reject that person's application for membership in the current year.
- b) Membership in the WRTC is for the current year and covers the period from the date the applicant's completed Membership and fee are accepted by the WRTC.
- c) A person whose membership in the WRTC is accepted shall receive a welcoming information email plus non-transferable access to the court-booking platform denoting membership in the WRTC for the current year.
- d) There are 4 types of memberships at WRTC. Age is as of January 1 of the current year.  

Adult:	A person who is 22 years of age or older.
Intermediate:	A person who is between 18 and 21 years of age.
Junior:	A person who is under 18 years of age.
Family:	One or two adult members plus up to three junior or intermediate members living at the same address.
- e) The membership shall not exceed 300 intermediate/adult members.
- f) Members must book courts through the court booking process. All names of those on the court must be included in the court booking. Members must show up to their book courts within 20 minutes or their court booking may be cancelled.
- g) Gate codes must not be shared with non-members.

### **Article # 2. CONDUCT**

- a) The following acts or practices by a member of the WRTC are prohibited. These acts or practices include those that:
  - are detrimental to the interest or contrary to the ethics of tennis
  - are infringements of the Constitution and By-laws of the WRTC
  - the West Rouge Tennis Club prohibits and will not condone any form of abuse or neglect, whether physical, emotional or sexual, of any participant of any age in any of its programs, as defined by the Ontario Tennis Association's Abuse & Harassment Policy:
    - defame the character of another member
    - create content among members of the WRTC or
    - use the WRTC's membership listed information for non-WRTC purposes.
- b) Should such acts or practices occur, the Executive Committee will review and take action up to and including revoking the membership of the individual.

- c) Any individual found by the Executive Committee to have acted at variance with any of the contents of this Article # 2 and who applies for membership in the WRTC in either the current year or subsequent years will have that membership application reviewed by the Executive Committee who may place limits on that member's participation in the activities of the WRTC or reject the application.
- d) Tennis playing attire including soft-soled, non-marking tennis shoes is to be worn on the courts.

### **Article # 3. ACTIVITIES**

There will be WRTC sanctioned activities that require the use of the tennis courts. The tennis courts during these times will not be available to members who are not involved in the activities. Notice of these activities can be found on the Club's website.

- a) The Club will conduct annual tournaments open to all members who joined the WRTC prior to August 1st of the current year.
- b) Special rulings, instructions or fees for various events or activities will be determined by the persons in charge of each activity subject to ratification by the Executive Committee.

### **Article #4 - INTER-CLUB ACTIVITIES**

There are inter-club activities at WRTC that require the use of the tennis courts. For the duration of that activity the tennis courts will only be available to participating members. Notice of these activities can be found on the Club's website.

- a) Any member of the WRTC may be selected to represent the WRTC in Inter-Club league play.
- b) Each team will have a captain. It is the responsibility of each WRTC Captain to ensure they are completely familiar with all the league's rules. They must also ensure that the rules have been communicated to the team's members before the first match of the current year is played.
- c) Prior to a player's name being added to the roster of players for a WRTC Inter-Club Team, each player must be a paid-up member of the WRTC in the current year.

### **Article # 5. TENNIS COACHING**

- a) The West Rouge Tennis Club (WRTC) will work with coaches to provide WRTC members with programming and lessons. Coaches that coach at WRTC will have at minimum their TPA Instructor Certification;
- b) Only the coaches approved by WRTC are allowed to coach at WRTC during member time and will be documented on the WRTC website;
- c) Those looking to coach at WRTC must have an agreement with WRTC;
- d) Instances of unauthorized coaching will be reviewed by WRTC Executive and those who coach and receive unauthorized coaching may have their membership revoked.

## **Article # 6. PRIVACY POLICY**

- a) The West Rouge Tennis Club (WRTC) retains and uses personal information provided by its member for the efficient administration of the WRTC, including the provision of this information to our Club Professional:
  - Name
  - Age (of Juniors)
  - Address
  - Email address
  - Telephone #
- b) No parts of the above information will be provided to anyone outside the WRTC, unless required by the City of Toronto, STF or OTA.
- c) When emails are sent from the WRTC to its members they are sent in such a way that each member sees only their own email address. Such emails may include information to allow members to access the pages on the WRTC website that are both User Name and Password protected.
- d) E-Mails sent by the House League Convener to all WRTC members participating in House Leagues show the names, email addresses and the telephone numbers of all participants. When the House League playing schedules are posted on the WRTC's website these are found only on pages that are both User Name and Password protected.

## **Article # 7. INDEMNITIES TO EXECUTIVE COMMITTEE**

- a) Every Executive and General Committee member of the Club and their heirs, executors and administrators, and estate and effects, respectively, shall at all times be indemnified and saved harmless out of funds of the Club from and against:
- b) All costs, charges and expenses whatsoever which an Executive or General Committee member sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office; and
- c) All other costs, charges and expenses which they sustain or incur in or about or in relation to the affairs thereof, except the costs, charges or expenses occasioned by their own willful neglect or default.

## **Article # 8. INSURANCE**

- a) Commercial General Liability Insurance shall be purchased each fiscal year by the Club for a policy period of no less than 12 months. This Insurance shall cover, but not be limited to, the tennis operations of the Club; Employers Liability; Host Liquor Liability; Personal Injury; and Tenants Legal Liability. Limits of Liability shall not be less than \$2,000,000. Directors and Officers Liability coverage shall also be purchased and the limits of liability shall not be less than \$1,000,000.

## **Article # 9. PLAYING RULES**

The Ontario Tennis Association rules shall govern all tournament play.

## **Article 10. FORMAL COMPLAINTS RESOLUTION PROCESS (FCRP)**

### **Background**

In any organization the resolution of a complaint is important and can be time consuming - the resolution of a formal complaint can be even more so. It is most important that anything causing a person to be aggrieved is dealt with expeditiously. The West Rouge Tennis Club (WRTC) expects that every attempt has been made to resolve an issue before resorting to this FCRP. Such efforts involve verbal discussion among the parties involved and this is encouraged, especially in a voluntary organization such as the WRTC, where the sole purpose is to play and enjoy the game of tennis.

However, at the request of the City of Toronto, and at the Annual General Meeting of the WRTC held on October 18, 2017, a new Article was added to the Constitution of the WRTC namely Article # 9 (a). *Formal Complaints Resolution Process*. This change is further elaborated in Article # 3 of the By-Laws of the WRTC approved by the WRTC Executive Committee by a 2/3 majority vote by e-mail by October 4, 2017, and is now in effect.

The process to be followed to resolve a formal complaint is as follows. This process is also found on the West Rouge Tennis Club website.

### **Process**

Anyone may make a formal complaint to the WRTC. A Complainant must provide, in writing, and in sufficient details such that the issue being complained about is clear and includes the steps the Complainant has already taken to resolve the issue, as well as the desired outcome/result the Complainant is seeking by making the formal complaint.

An email of the complaint must be addressed to the Secretary, WRTC at [secretary@wrtctennis.com](mailto:secretary@wrtctennis.com)

In this correspondence the Complainant must also provide the following administrative information.

- Their full name
- The e-mail address to which all communications are to be sent
- Day and evening telephone numbers
- The date the complaint was made

Failure to provide any of the above information will result in no further action being taken by the WRTC.

Upon receipt of the complaint the Secretary will note the date and this becomes Day 1 of the chronological order of events noted below.

The Secretary will place the complaint before a special meeting of the members of the Executive Committee, WRTC, where the issue will be assigned for investigation and a suggested answer. The assigned member of the Executive Committee, hereinafter referred to as the Manager, may after reviewing the complaint decide to seek further information from the Complainant. The Manager may also decide to convene a Group of members of the WRTC to review and suggest a resolution(s) to the complaint. This Group shall be provided with all information in the possession of the WRTC and germane to the complaint. The Group may meet with any person believed to have pertinent

information on the issue to inform the Group. The Group's suggested resolution of the complaint shall be presented to the Manager by Day 25.

The Manager may then seek the opinion of anyone before composing a proposed answer to the Complainant followed by calling a special meeting of the members of the Executive Committee, WRTC to ratify a reply from the WRTC to the Complainant. By Day 30 the Secretary, WRTC will have sent the WRTC's reply to the Complainant via email.

**When the reply from the WRTC is not accepted by the Complainant and is pursued.**

Anyone who refuses to accept the reply received to their formal complaint from the WRTC may appeal to the President, WRTC. To appeal the Complainant must be e-mailed to the Secretary, WRTC at [secretary@wrtctennis.com](mailto:secretary@wrtctennis.com).

Recognizing that the President, WRTC will have access to all the information collected during the Manager's investigation of the formal complaint, the Complainant need only state the reason for considering the WRTC's reply as unacceptable and provide the date the complaint was first sent to the WRTC, the subject of the complaint and the date the reply was received.

In appealing to the President, WRTC, the Complainant may wish to emphasize any item contained in the original complaint and which the Complainant considers was overlooked or given only cursor attention. New information provided may, after review, cause the President to refer the complaint back to the Manager for reconsideration. There is no timeframe for this appeal step, except it will be dealt with forthwith.

The Secretary, WRTC will provide the Complainant with the reply from the President, WRTC.

If upon receipt of this reply to the appeal, the Complainant refuses to accept it the Complainant may wish to contact the City of Toronto, Parks, Forestry and Recreation.

**Article # 11. GUEST POLICY**

- a) A member may bring a guest to play a maximum of three times per season.
- b) Members may bring more than one guest (a maximum of 3 times per guest).
- c) Guests may play free during Public Hours which are posted at the courts.
- d) Guests are expected to observe the same rules and etiquette as regular members.
- e) A Member may bring a guest during Member Hours and must add their name to the court booking.
- f) Members are responsible for their guest(s) and must accompany them on (or at) the courts at all times.

Revised by the Executive Committee of the Club on October 4, 2023.

President  
Peter Kusiak

Secretary  
Maria Wiggers

