



# **Tetbury Bowls Club Constitution**

**Version 2.1**

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## 1. Name and Objectives

- 1.1 The name of the Club shall be 'Tetbury Bowls Club' (hereinafter referred to as the 'Club').
- 1.2 The Club shall be affiliated to Bowls England and Gloucestershire Bowling Association (GBA).
- 1.3 The objectives of the Club are to provide facilities for, and to promote participation in, the amateur sport of outdoor lawn bowls in Tetbury, Gloucestershire.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the current Laws of the Sport of Bowls.

## 2. Officers of the Club

- 2.1 Members shall elect Officers at the Annual General Meeting. Incumbents shall hold office for one year, retiring at the end of the period of election. All Officers shall be eligible for re-election to the same office or another office at the end of their current period of election.
- 2.1.1 The Officers shall be Full Members and shall consist of voting and non-voting Officers as follows:

### Voting Officers

These are members of the Management Committee; see point 4.

Chairperson	Social Secretary
Secretary	Fixtures Secretary
Treasurer	Bar Manager
Ladies Captain	General Committee Members (no more than five)
Men's Captain	
Club Captain	

### Non-Voting Officers

These are not members of the Management Committee; see point 4.

Ladies Vice Captain	Greenkeeper
Men's Vice Captain	Buildings Officer
Safeguarding Officer (Children & Vulnerable Adults)	First Aider(s)
President	Development Officer
Trustees	Ladies Selector
Junior Captain or Representative	Men's Selector
Communication Officer	GBA representative(s)

## 3. Membership

- 3.1 Membership of the Club is open to anyone interested in the sport of lawn bowls regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, or other types of discrimination. Membership may, however, be limited according to available facilities on a non-discriminatory basis.

The Club shall have different classes of membership and subscription on a non-discriminatory and fair basis.

- 3.1.1 The categories of membership indicated below shall **have the power to vote** at all relevant meetings of the Club.
- (a) A FULL MEMBER – someone who shall have attained the age of eighteen years at the date of election shall have one vote.
  - (b) A NOVICE PLAYING MEMBER – someone who shall have attained the age of eighteen years at the date of election shall have one vote.
  - (c) AN HONORARY/LIFE MEMBER – who shall have one vote.
- 3.1.2 The categories of membership indicated below shall **not have the power to vote** at all relevant meetings of the Club.
- (a) A JUNIOR MEMBER – someone who is under the age of eighteen at the date of election shall have no vote. Such a member shall be one who at the commencement of the subscription year joins the Club other than as a Social member.
  - (b) A HOUSE / SOCIAL MEMBER – who shall have no vote.
  - (c) GUEST MEMBERS – who may visit the Club up to five times in any year and must be signed into the Visitors Book.
- 3.1.3 The children of members who are still in education will be allowed into the Club provided they are with an adult family member; they must be signed into the Visitors Book. Family members having left full time education and visit more than five times must become Social Members.
- 3.1.4 The Management Committee may remove membership only for good cause such as conduct likely to bring the Club or sport into disrepute. Appeal against removal may be made to the members. If consideration of removal of membership is due to a disciplinary issue, the procedure to be adopted shall be that as set out at point 3.6.2 of this Constitution.

### 3.2 **Rights and privileges of members**

- 3.2.1 The rights and privileges of each category of membership shall be as follows:
- (a) FULL, NOVICE and HONORARY/LIFE MEMBERS shall have the full use of all Club facilities.
  - (b) A JUNIOR MEMBER shall have the full use of all Club facilities subject only to 8.4 Licencing of this Constitution.
  - (c) A SOCIAL MEMBER shall have the full use of the Clubhouse facilities.
  - (d) FULL, NOVICE, JUNIOR and HONORARY/LIFE MEMBERS will be affiliated to Gloucestershire Bowling Association and Bowls England.
- 3.2.2 Applicants for membership shall have no privileges whatsoever in relation to the use of the Club facilities until the Secretary has confirmed that they have become a member.

### 3.3 **Subscription Fee**

- 3.3.1 The Management Committee shall propose the rate of subscription fee for each category of membership to the members at the Annual General Meeting. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative from 1st January of the year following the AGM.
- (a) The current rates of Subscription Fees shall be prominently displayed in the Club premises.

- (b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.
  - (c) Subscriptions will include affiliation fees paid to Gloucestershire Bowling Association and Bowls England.
- 3.3.2 All members shall pay the first agreed annual subscription fee upon applying to the Club and thereafter by 1<sup>st</sup> January.
- 3.4 Members' duty to provide contact details:** Every member shall furnish the Secretary with up-to-date contact details that shall be recorded in the Register of Members. Any notice sent to such address/es either by post or electronically shall be deemed to have been duly delivered.
- 3.5 Application and resignation of members**
- 3.5.1 **Application for Membership:** An application for membership shall be in the form prescribed by the Management Committee and shall include the name, address, and contact details of the applicant.
- 3.5.2 The Secretary shall:
- (a) confirm the membership in writing to the applicant
  - (b) furnish the new member with a copy of this Constitution, the Club's Handbook, and relevant policies, and
  - (c) request such payments as are necessary.
- 3.5.3 **Payment of fees:** The applicant shall pay, within one calendar month, fees as shall be requested. In default of such payment, the application shall be void unless the applicant shows sufficient cause for delay.
- 3.5.4 **Resignation of membership:** A member wishing to resign their membership shall give notice in writing to the Secretary and shall not be entitled to have any part of the annual membership fee or any other fees refunded. Members who retire shall not be liable to pay the subscription for the following year.
- 3.5.5 **Arrears of subscription:** The Committee may cancel the membership of any member whose annual subscription and other annual fees are more than one month in arrears without notice being given provided that the Committee may, at its absolute discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may use the Club premises or vote at any meeting.
- 3.6 Conduct of members**
- 3.6.1 **Compliance with rules:** Once a membership application is submitted, the member is deemed to have notice of, and undertakes to comply with, the Constitution, Rules and any Byelaws and Regulations of the Club.
- 3.6.2 **Disciplinary action:** All disciplinary matters shall be dealt with in accordance with Bowls England Regulation 9 (Misconduct). Should any member be expelled, the former member shall not be entitled to have any part of the annual membership fee refunded and must return any property belonging to the Club.
- 3.6.3 **Complaints** of any nature shall be addressed in writing to the Secretary.

3.6.4 A member of any Club affiliated to Bowls England (a list whereof is published by Bowls England annually) may be authorised to use the premises of the Club.

### 3.7 **Limitation of Club liability**

3.7.1 All references to the Club in this Section shall mean each and every individual member of the Club from time to time.

3.7.2 Members are bound by the following Rule which shall also be displayed in a prominent place within the Club premises:

*“Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:*

*(a) The Club will not accept any liability for any damage to or loss of property belonging to members.*

*(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.”*

3.7.3 Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act.

## **4. Management Committee**

### 4.1 **Composition of committee**

4.1.1 The Committee shall consist of the Officers, ex officio, and not less than ten nor more than fifteen Full Members elected at the Annual General Meeting to hold office for the term of one year.

4.1.2 Candidates for election to the Committee shall be:

- (a) Officers of the retiring Committee who volunteer themselves for re-election and
- (b) Other Full Members who give their consent to be nominated (duly proposed and seconded in writing by Full Members of the Club).

4.1.3 The Secretary must receive nominations at least twenty-eight days before the date of the Annual General Meeting in each year.

4.1.4 Nominations, together with the names of the Proposer and Seconder (signatures and names in full), shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting.

4.1.5 If a casual vacancy shall occur for any reason, the Committee may co-opt another person to fill such a vacancy until the next Annual General Meeting. Co-opted members will not be entitled to vote.

### 4.2 **Committee meetings**

- 4.2.1 The Committee shall endeavour to meet monthly making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish.
- 4.2.2 Voting shall be by show of hands. The Chairperson shall be entitled to a second and casting vote in the case of equality of votes.
- 4.2.3 Six members personally present shall form a quorum at a meeting of the Committee.
- 4.2.4 Any conflict of interest must be declared to the Chairperson (or other nominated person) prior to the start of the meeting. The Chairperson (or other nominated person) will determine if the person may remain in the meeting and/or vote when the item is discussed.
- 4.3 **Powers of the committee**
- 4.3.1 The Committee shall manage the affairs of the Club according to the Constitution and Rules and shall cause the funds of the Club to be applied solely to the objects of the Club.
- 4.3.2 The Committee shall ensure that the assets (property and/or funds) of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules. No surpluses or assets will be distributed to members or third parties, and all surplus income or profits will be re-invested in the Club.
- 4.4 **Appointment of sub-committees:** The Committee may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law.
- 4.5 **Disclosure of Interest to Third Parties:** In transacting business for the Club, a member of the Committee, of a sub-committee or any member of the Club, shall disclose to third parties that they are so acting.
- 4.6 **Limitation of Committee's authority:** The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Committee. No one shall without the express authority of the Committee borrow money or incur debts on behalf of the Club or its membership.
- 4.7 **Members' indemnification of Committee**
- 4.7.1 In pursuance of the authority vested in the Committee by members of the Club, members of the Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

Indemnity Clause:

*"Each member of the Club shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of all funds available to the Club which may lawfully be so applied against all costs, expenses and liabilities whatsoever [reasonably] incurred by such person in the proper execution and discharge of duties undertaken on behalf of the Club arising there from, or incurred in good faith in the purported discharge of such duties."*

*“Save in any such case where any such costs, expenses and liabilities arise in connection with any negligence, default, breach of duty or breach of trust.”*

4.7.2 The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

4.8 **Contractual Liability:** The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence, or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.

*“The liability of the [Committee/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club from time to time.”*

## 5. Trustees

5.1 There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full or Honorary Members who are willing to be so appointed. Holders of the office of Trustee will not automatically be members of the general committee.

5.2 A Trustee shall be a lifelong appointment, or until they resign by notice in writing given to the Committee or until a resolution removing them from office be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

5.3 All the assets of the Club, including investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club.

5.4 In the event of the death, resignation, or removal from office of a Trustee, the Committee in collaboration with remaining Trustees, shall appoint a new Trustee in their place and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club assets into the names of the Trustees as constituted after such nomination.

5.5 The Trustees shall in all respects act, in regard to any assets of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, or pledge any Club assets so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser or lessee shall be concerned to enquire whether any such direction has been given.

5.6 The Trustees shall be effectually indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any asset of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.



## 6. Annual General Meeting

- 6.1 An Annual General Meeting of the Club shall be held annually on the last Monday in October. The Secretary shall circulate to each member notice thereof and indicate the business to be discussed at least fourteen days before the date of such meeting. This may be either by post or electronically.
- 6.2 The **business to be discussed** at such meeting will consist of:
- Passing of the accounts
  - Election of the Officers, Committee, and Honorary Auditors
  - Any business that the Committee may order to be inserted in the notice convening the meeting
  - Any business to be raised by a voting member that has been submitted to the Secretary at least 28 days before the date of the Annual General Meeting
- 6.3 The Committee may, at any time upon giving twenty-one days' notice in writing, call a Special General Meeting of the Club for any special business. The nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 6.4 The Committee shall call a Special General Meeting upon a written request addressed to the Secretary signed by at least five members. The Committee shall meet within seven days of the request to call a Special General Meeting. The Committee shall give twenty-one days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 6.5 At every meeting of the Club, the Chairperson will preside. In their absence, a Chair elected by a majority of those present shall preside.
- 6.6 Twenty-five percent of members entitled to vote at the relevant meeting and personally present shall form a quorum at any General Meeting of the Club.
- 6.7 Only Full Members or Honorary Members shall vote at any General Meeting of the Club. Other members may attend and speak but are not entitled to vote.
- 6.8 Election of officers and voting of any proposals shall be by secret paper ballot.
- 6.9 Voting for Men's Captain and Vice and Ladies Captain and Vice shall be by the men or ladies as appropriate.
- 6.10 In the case of an equality of votes, the Chairman shall have a second or casting vote, on any matter.
- 6.11 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club, such Rule, Byelaw or Regulation shall not be created, repealed, or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

## 7. Dissolution of the Club

- 7.1 If a resolution is passed calling for the dissolution of the Club at any General Meeting of the Club, the Secretary shall immediately convene a Special General Meeting to be held not less than one month after to discuss and vote on the resolution.
- 7.2 If the resolution is carried at that Special General Meeting by at least two-thirds of the Members present, the Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the Club, and discharge all debts and liabilities of the Club.
- 7.3 If there remain any assets whatsoever after the satisfaction of all its debts and liabilities upon the winding up or dissolution of the Club, the same shall not be paid to or distributed amongst the members of the Club.
- 7.4 Upon dissolution of the Club, the Committee shall give or transfer the net assets remaining to one or more of the following:
- (a) to another local Club with similar sports purposes and/or
  - (b) to another Club with similar sports purposes which is a charity and/or
  - (c) to another Club with similar sports purposes which is a registered CASC and/or
  - (d) to Bowls England for use by them in related community sports.

## 8. Miscellaneous

- 8.1 **Opening of Club Premises:** The Club premises shall be open to members at such times as the Committee shall direct and be consistent with the details of planned, publicised functions.
- 8.2 **Safeguarding:** The Club shall adhere to the Safeguarding Policy of Bowls England and will ensure that all the contents are communicated to members and are made available on the club premises for Members and Visitors.
- 8.3 **Equalities:** The Club shall adhere to the Equality Policy of Bowls England.
- 8.4 **Licensing:** The Club shall adhere to the requirements of the Licensing Act (or any subsequent Act) with regard to the purchase and supply of excisable goods.
- 8.5 The Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and the Club.

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