

# Crofton Bowling Club Constitution

## Section 1. Name and Objectives

- 1.1** The Club shall be called CROFTON BOWLING CLUB.
- 1.2** The Club shall be affiliated to Bowls England, Bowls Hampshire, Portsmouth & District Bowling Association (P&DBA or P&D), Portsmouth & District Women's Bowling Association (P&DWBA) and the Gosport & Fareham District Mixed Triples League (G&F). Delegates to represent the Club at meetings of these organisations shall be the Men's Secretary (P&DBA), Ladies' Secretary (P&DWBA) and any further representatives permitted by that organisation and nominated by the Executive Committee.
- 1.3** The objectives of the Club are to promote the game of flat green bowls.  
In furtherance of this the Club shall also aim to provide related social activities for Members and/or non-Members.
- 1.4** The Club may additionally organise events and activities specifically to raise funds for the Club or for a nominated charity selected each year by the President.
- 1.5** The Club shall adopt and conform to the rules and regulations of the bodies to which it is affiliated and the current Laws of the Sport of Bowls.
- 1.6** The Club colours shall be maroon and light blue. Club shirts shall reflect these colours.

## Section 2. Membership

### 2.1 Categories of Membership and Voting Rights

- 2.1.1** There shall be the following categories of membership with the specified power to vote at all relevant meetings of the Club as listed below.
  - (a) A FULL MEMBER - being a person who, at the date of acceptance, shall have attained the age of 18 years shall have one vote.
  - (b) A JUNIOR MEMBER - being a person who, at the commencement of the subscription year (Enrolment Date) or on acceptance if later, is under the age of 18 years shall be encouraged to attend Club Meetings but shall have no right to speak (unless invited by the Chair) or vote.  
This category of membership shall be limited to representing no more than 25% of the number of Full Members.
  - (c) An HONORARY/LIFE MEMBER - In accordance with the decision of the Members at a Special General Meeting held on 4th April 2004, no such Memberships may be granted.
  - (d) A SOCIAL MEMBER - being a person who wishes to be involved with the Club but not actually bowl. Such Members will not be entitled to attend Club meetings nor take up any role within the Club, other than potentially as a member of the Social Committee (but not Social Secretary).  
This category of membership shall be limited to representing no more than 25% of the number of Full Members.
  - (e) A TEMPORARY MEMBER. This category of membership may be granted by the Membership Secretary as part of the application process for Full or Junior Membership in accordance with 2.3.1(b).  
Additionally, the Executive Committee may, at its discretion, accept temporary members for such payment of fee and period (not extending beyond the next Enrolment Date) as they may decide.  
Temporary Members will have no right to attend Club Meetings nor participate in any way in the running of the Club.
  - (f) A DAY MEMBER. This category of Membership is granted for a single specified day only and simply carries the right to use the facilities of the Club on that day.
- 2.1.2** The Membership Secretary shall maintain a Register of the details of Members within each category.
- 2.1.3** Limits on Membership shall be evaluated at the time that an original application for that category of membership is being considered. If the limit shall have been reached then existing members may continue to retain and renew their membership but no more members of that category can be accepted until the category falls below the limit. A Waiting List will be managed by the Membership Secretary of all applications refused due to these limits.

### 2.2 Membership Fees

- 2.2.1** The rate of Joining Fee (if any) and Annual Subscription for Full Members shall be proposed by the Committee to the Members at each Annual General Meeting. Any proposed changes shall be approved by a majority of votes cast by those eligible to vote and become operative from the next Enrolment Date (designated by the Committee each year).
- 2.2.2** For membership applications accepted more than 2 months after the Opening Day of the season the Committee may, at its sole discretion, apply a reduced Subscription for the remainder of the Subscription period.
- 2.2.3** The Fees for Junior, Temporary and Social Members will be determined by the Committee.
- 2.2.4** The first Subscription and any Joining Fee (if applicable) are due upon acceptance of an application. Subsequent Annual Subscriptions shall be due by the Enrolment Date in each year.

## **2.3 Membership Milestones**

### **2.3.1 Application for, and Approval of, Membership.**

- (a) Applicants for Full or Junior Membership must first go through the Temporary Membership process as described at 2.3.1(b), completing and returning to the Membership Secretary the appropriate application form(s) at each stage. In the case of Junior Membership the application form for Temporary Membership must be accompanied by a completed Junior Player Consent Form.
- (b) Temporary Membership may be granted by the Membership Secretary in conjunction with the Coaching Team Representative (who will then monitor and manage the coaching and assessment program) on completion of a temporary membership application form (providing basic contact details, age if under 18 and bowling experience information) plus receipt of the appropriate fee(s). Such Temporary Membership is granted for a maximum period of 6 weeks. Any extension beyond that time must be ratified by the Executive Committee before it expires and the extension must have a fixed termination date no later than the next Enrolment Date.
- (c) After completing the Temporary Membership process and assessment (signed off by the Membership Secretary and the Coaching Team Representative) the applicant shall automatically be approved for Full or Junior Membership on receipt of a completed Full Membership application and the appropriate fee(s).
- (d) Social Members will be required to complete an application form containing basic contact details. Such applications may be accepted by the Membership Secretary on receipt of the required fee.
- (e) The Membership Secretary shall inform the Executive Committee of all new members in each category at each Committee meeting, and shall also post the names of those new members (with their Membership category) on the notice board for the benefit of all members..
- (f) The Membership Secretary shall advise all new Members how to access the Club website (but excluding the passwords required for locked documents) and, if requested, provide copies of important documents (including, but not limited to, the Constitution, Bye-laws, Privacy Policy and Bowls England Regulation 9 (Misconduct)).  
Full Junior & Social Members (but not Temporary Members) will additionally be advised how to access the Club premises (including providing any necessary passwords or codes) and how to access important documents as above either through the website or as Clubhouse hard copies.
- (g) Day Membership will not require formal application or approval. It will be automatically granted to all bona-fide team members, officials and supporters of a Club playing a match at Crofton for the day of that match. It may also be granted, on signing a Visitor Book or Attendance Record providing name and contact details, to bona-fide guests of Club Members (who will pay the FBC-defined public Green fees) or for the day of an Event at and organised by the Club (e.g. Come & Try Day) to any member of the public attending that event.

### **2.3.2 Payment of New Member Fees.**

Following receipt of any application for membership, a candidate shall be advised of, and requested to pay, the appropriate fees. Membership is not finally approved until payment has been received and, if not received within 1 calendar month, the application shall be rejected. If, however, a delay in payment can be accounted for within this period to the satisfaction of the Committee, then the Committee may, at its discretion, direct that the member be accepted on payment of all sums due.

### **2.3.3 Payment of Annual Subscription.**

- (a) Each year the Membership Secretary will prepare and circulate to existing Members (or pass to Club Secretary for circulation) a pack informing them of the Enrolment Date on which their Annual Subscription becomes due, together with any additional documentation and forms that the Committee see fit to require, at least 14 days in advance of that date.
- (b) Any member who fails to pay the Annual Subscription by the Enrolment Date shall cease to be entitled to the full rights and privileges of membership. The Membership Secretary will send a reminder.
- (c) If the sum has not been paid within 14 days, the member shall be removed from the Membership Register by the Membership Secretary. If, however, a delay in payment can be accounted for within this period to the satisfaction of the Committee, then the Committee may, at its discretion, direct that the member be reinstated on payment of all arrears.

### **2.3.4 Resignation from Membership.**

- (a) A member wishing to resign their membership shall give notice in writing to the Membership Secretary who shall notify the Committee.
- (b) A member who resigns in accordance with this Rule shall not normally be entitled to have any part of the Annual Subscription or any other fees refunded. However, if the resignation shall have been received before the Opening Day of the season then no Annual Subscription shall be payable for that year and, if it has been paid, the Member shall be entitled to a refund.

## **2.4 Communications with Members**

**2.4.1** Every member shall furnish the Membership Secretary with current contact details that shall be recorded in the Register of Members and changes to this information shall be notified to the Membership Secretary within 14 days. Any notice sent to such address(es) either by post or electronically shall be deemed to have been duly delivered.

**2.4.2** Various methods will be used to communicate with Members. These will include, but not be limited to, the following:

- (a) email, which will be the primary communication method to Members for notices required by this Constitution or for any other Statutory or official purpose and may contain links to supporting documentation and/or documents on the Club website;
- (b) postal mail, which will be used in place of email (with accompanying documents where applicable) for those Members not registering an email address with the Club;
- (c) the Club website ("the website"), which acts as a Member-accessible database in which information about the Club resides, some of which will be subject to restricted access for Club Members only;
- (d) the Clubhouse notice boards.

## **2.5 Rights and Privileges of Members**

**2.5.1** The rights and privileges of each category of membership are only granted following acceptance and receipt of the appropriate fees and shall be as follows:

- (a) **FULL Membership:**
  - (i) A Full Member shall, after receiving any necessary coaching/assessment, have full use of all Club facilities, be permitted entry to Club Competitions and Tournaments and may represent the club competitively.
  - (ii) An Affiliation Fee shall be payable by the Club to Bowls Hampshire and to Bowls England.
- (b) **JUNIOR Membership:**
  - (i) A Junior Member shall have full use of all Club facilities subject to restrictions imposed below or by item 7.3.4 of this Constitution.
  - (ii) An Affiliation Fee shall be payable by the Club to Bowls Hampshire and to Bowls England.
  - (iii) After completing the Temporary Membership process and assessment, a Junior Member may bowl at any time, by prior arrangement with a Full Member but, if under 14, must be accompanied by a parent or parent-nominated responsible adult and, regardless of age, must have previously provided a completed Junior Player Consent Form.
  - (iv) A Junior Member shall wear correct footwear at all times and observe all other club rules, including dress code.
  - (v) A Junior Member, having acquired an acceptable standard of ability and enthusiasm for the game and being fully conversant with the laws and etiquette of bowls may be considered for selection in the Club League, Friendly and all associated matches.
  - (vi) On reaching the age of 18 years a Junior Member may apply for immediate Full Membership, in which case the current Full Member Subscription shall become payable reduced by any Junior Member Subscription already paid for the current year. Alternatively, the appropriate Full Member Subscription will become due at the next Enrolment Date.
- (c) **SOCIAL Membership:**
  - (i) Social Members shall have use of the Clubhouse facilities and may attend Club Events and matches as a spectator or participate in Social Events.
  - (ii) Social Members shall **not** be entitled to participate in any Club bowling activities either internal or external, nor play casual roll-ups, other than as a member of the public on payment of the FBC-defined public Green fees.
  - (iii) An Affiliation Fee shall **not** be payable by the Club to Bowls Hampshire nor to Bowls England.
- (d) **TEMPORARY Membership:**
  - (i) Temporary Members shall have use of the green and Clubhouse facilities and, after receiving any necessary coaching/assessment, are entitled to unlimited self-organised roll-ups and may join club-organised roll-ups and internal events but may not participate in Club Competitions or Tournaments and may not represent the Club in any external match or competition during their period of temporary membership.
  - (ii) Temporary Members under the age of 18 shall be treated in other respects the same as Junior Members as described at 2.5.1(b) above.
  - (iii) An Affiliation Fee shall **not** be payable by the Club to Bowls Hampshire nor to Bowls England.
  - (iv) Temporary Members may apply for Full or Junior Membership (as appropriate) at any time during or following their Temporary Membership.
- (e) **DAY Membership:**
  - (i) Day Members shall have use of the green and Clubhouse facilities on the single day for which Membership has been granted.
  - (ii) Day Members under the age of 18 shall be treated in other respects the same as Junior Members as described at 2.5.1(b) above.
  - (iii) An Affiliation Fee shall not be payable by the Club to Bowls Hampshire nor to Bowls England.

**2.5.2** No member or candidate for membership may use the Club premises, or any of the facilities of the Club, until they have been notified of acceptance and the Treasurer has received the appropriate Joining Fee and/or Subscription or, in the case of Day Members, fulfilled the requirements of clause 2.3.1(g). To comply with Licensing Act requirements a new Member may not use the Bar facilities until at least 48 hours have elapsed from the date of notification of acceptance.

**2.5.3** Each member may introduce up to 3 guests to the club as Day Members, but not the same guest(s) more than twice in any 1 calendar month. Expelled or suspended members or rejected applicants for membership shall not be introduced at any time.

## **2.6 Duties and Responsibilities of Members**

### **2.6.1 Acceptance of Club Constitution and governance.**

All Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and the Club and agree to be governed by any additional Byelaws, Policies and Procedures in place at any given time.

Copies of these documents together with Bowls England Regulation 9 (Misconduct) shall be made available on, or signposted from, the Club website and as hard copies in the Clubhouse.

### **2.6.2 Participation in rotas for duties within the Club.**

All members will be expected to participate in rotas prepared for Cleaning duties and Event Catering duties.

### **2.6.3 Additional duties of Members holding positions within the Club**

Some duties associated with a given role are defined within this Constitution and therefore require General Meeting approval in accordance with Clause 5.8 in order to be changed. Additional duties which can be varied or reassigned in response to changing circumstances are detailed in the Club Role Descriptions document, which may be modified by Executive Committee decision. A copy of this will be available in the Clubhouse and maintained on the Club website.

### **2.6.4 Availability to Play.**

Members who have asked to be considered for selection in any Club representative team shall make themselves available for a match in which they have been selected. Members who fail to attend a match without previous notice of unavailability may be required to explain such failure to the Selection Sub-Committee and may jeopardise their chances of being selected on future occasions.

### **2.6.5 Responsibility for Visitors and Members of the Public.**

- (a) Each member bringing visitors to use the green shall be responsible for collecting and recording the fees paid in the manner prescribed by the Committee.
- (b) The conduct of the visitor shall be the responsibility of the introducing member.
- (c) Every member shall be responsible for ensuring that any member of the public using the green has paid the appropriate green and other fees (as published by Fareham Borough Council).

### **2.6.6 Club Finals restriction.**

Members playing in the Final of any Club Competition or Tournament are not permitted to play on the green at any time on the day of that Final prior to the match itself. If it is necessary for a Member to be playing in more than one Final scheduled on the same day, those Finals shall be played on different rinks.

### **2.6.7 Damage to Club property.**

- (a) A member shall not knowingly remove any property of the Club without Committee authorisation and shall return such property if called upon to do so by the Executive Committee.
- (b) A member shall not knowingly injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee.

### **2.6.8 Disciplinary action against members.**

- (a) Disciplinary action may be taken against any Member who participates in betting or gaming other than that permitted under the Betting, Gaming and Lotteries Act (or any subsequent relevant legislation) on Club premises (including the bowling green and surrounding areas), or elsewhere while representing the Club.
- (b) Disciplinary action may be taken against any Member for drunkenness, bad language or disorderly conduct on Club premises (including the bowling green and surrounding areas), or elsewhere while representing the Club.
- (c) Disciplinary action may be taken against any Member conducting themselves on Club premises (including the bowling green and surrounding areas), or elsewhere while representing the Club, in a manner prejudicial to the interests of the Club or likely to bring the Club and/or the sport of Bowls into disrepute.
- (d) Initially the Committee will use their best efforts to reach an amicable settlement of the issue, but failing that all disciplinary matters will be dealt with in accordance with Bowls England Regulation 9 (Misconduct), details of which are available as described at 2.6.1.
- (e) Should any member be expelled, the former member shall forfeit all claims or rights upon the club or its property or funds and must return any property belonging to the Club. An expelled Member will not be considered for future Membership.

### **2.6.9 Complaints.**

All complaints of any nature or any objections by members to projected expenditure as detailed in the minutes of the Executive Committee shall be addressed in writing to the Club Secretary and be put before the next Committee meeting.

### **2.6.10 Settlement of Accounts**

A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Byelaw relating to the settlement of such indebtedness.

## **2.7 Limitation of Club Liability**

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

**2.7.2** Members, guests and visitors are bound by the following, which shall also be exhibited in a prominent place within the Club premises:

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

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

*(b) The Club shall not accept any liability for personal injury arising out of the use of the Club premises or any other facilities of the Club either sustained by members, guests or visitors or caused by the said members, guests or visitors 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 Committee, Trustees or Servants of the Club."*

## **Section 3. Executive Committee**

### **3.1 Composition**

**3.1.1** The Committee shall consist of the holders of the following roles:

- (a) President
- (b) Treasurer
- (c) Club Secretary
- (d) Club Captain
- (e) Vice-President
- (f) Club Vice-Captain
- (g) Membership Secretary
- (h) Fixtures Secretary
- (i) Competitions Secretary
- (j) Ladies' Secretary
- (k) Men's Secretary
- (l) Social Secretary

plus 3 Full Members of the Club having no specific role title.

**3.1.2** With the exception of the Ladies' Secretary (elected at the Ladies' Annual Meeting, see 5.10.6) they shall all be elected at the Annual General Meeting to take office following conclusion of the Annual General Meeting and to hold office until the end of the next Annual General Meeting.

**3.1.3** The President, Treasurer and Secretary are signatories for the Club's financial dealings (7.1.3). If any of these roles becomes vacant (e.g. due to failure to elect at an AGM or the holder ceasing to be a Member of the Club), the Executive Committee must within 14 days either make a new appointment in accordance with clause 3.2.6 or call a Special General Meeting in accordance with clause 6.4.

**3.1.4** Any non-signatory duties assigned in this Constitution to the President, Club Secretary and Captains shall, in their absence, become duties of the Vice-President, Membership Secretary or associated Vice-Captain respectively who will additionally be expected to assist the primary role holder at all times. Unless otherwise specified, if both parties are unavailable such duties shall be undertaken by another Member appointed by the Executive Committee.

### **3.2 Election and/or Appointment**

**3.2.1 Candidates for election to the Committee shall be:**

- (a) those members of the retiring Committee eligible and willing to offer themselves for re-election and fulfilling the nomination requirements below;
- (b) such other Full Members whose nominations (signed by the nominee, a Proposer and a Seconder, all of whom must be Full Members of the Club) shall have been received by the Club Secretary no later than 28 days prior to the Annual General Meeting in each year and identified, along with their Proposer and Seconder, in the documentation provided to all Members notifying them of the Annual General Meeting.
- (c) Full Members nominated as provided at 3.2.4

**3.2.2** If the number of candidates for election shall be greater than the number of vacancies to be filled then there shall be a secret ballot of those members present and entitled to vote at the Annual General Meeting.

**3.2.3** If the number of candidates for election shall be equal to or less than the number of vacancies to be filled then each candidate shall be deemed to be elected if the majority of votes cast by those eligible to vote at the Annual General Meeting are in favour of such election. A single vote may be taken to elect all such candidates unless otherwise requested by one or more Members.

**3.2.4** If there are insufficient candidates for the number of vacant positions, nominations can be received at the Annual General meeting subject to the nominee being present and accepting nomination and to election by the majority of votes cast by those eligible to vote at the Annual General Meeting.

**3.2.5** In the event of the ballot failing to determine the members of the Committee because of an equality of votes, the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot or by a previously nominated person, who may not be one of the candidates involved.

**3.2.6** The Committee shall have the power and the duty to make an appointment, without recourse to a further election, to fill any casual vacancies arising in any elected role. These shall be filled by the member(s) who polled the highest number of votes of those members (if any) who failed to be elected at the most recent Annual General Meeting.

Should this method prove to be impracticable, or in the case of a position having remained unfilled at the Annual General Meeting, the Committee may appoint any Full Member, with that Member's consent, to fill the vacancy. Any Member so appointed shall have all the rights and privileges of that position as if elected.

- 3.2.7** The Committee may at any time co-opt onto the Committee any Full Member to provide additional or specific expertise or assistance. Such members shall have the right to speak but not vote at Committee Meetings.
- 3.2.8** Elected Committee Members will appoint a Communications Officer who will be co-opted to the Committee under clause 3.2.7 (if not already an elected member) and whose job is to coordinate the Club's external Communications. Other members with appropriate skills may be appointed by the Committee to handle practical aspects (e.g. website, social media presence, advertising posters) but the Communications Officer will have overall responsibility for the content to ensure that a consistent message, in line with Club and Committee policy, is being delivered to the public.

### **3.3 Committee Meetings**

- 3.3.1** The Committee shall endeavour to meet once a month making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish.
- 3.3.2** The Club Secretary shall record the minutes of the meeting circulating them, promptly following each meeting, to Committee Members for review and making them available to all Members for information on the website and in the Clubhouse, indicated as subject to ratification until approved at the following meeting.
- 3.3.3** At least 3 days before each Committee Meeting the Club Secretary shall prepare and circulate to all Committee Members an agenda, the final version (to be approved) of the previous meeting's minutes and all available reports and other documentation to be discussed at that meeting.
- 3.3.4** The Club Secretary shall call a special Executive Committee meeting within 7 days of a request from the President or from 3 members of that Committee. Advice of such a meeting and the reason for it being called shall be given to all Committee members at least 3 days before the date of such meeting.
- 3.3.5** All Committee meetings shall normally be chaired by the President, in whose absence the Vice-President shall take over. In the absence of both President and Vice-President the chair shall be taken by a member elected by the majority of those present.
- 3.3.6** The Quorum to conduct business at a meeting of the Committee shall be 5 members personally present.
- 3.3.7** Voting shall be by show of hands. In the event of equality of votes, the Chairperson shall be entitled to a second casting vote.
- 3.3.8** Any conflict of interest relating to an item to be discussed must be declared to the Chairperson prior to the commencement of the discussion. In the case of the Chairperson having a conflict of interest they will cede the Chair as if absent (see 3.3.5). The presiding Chairperson shall determine if the person may remain in the meeting and/or vote when the item is discussed

### **3.4 Powers of the Committee**

#### **3.4.1 Use of Club Funds**

- (a) The Committee shall manage the affairs of the Club according to the Constitution and Byelaws of the Club and shall cause the funds of the Club to be applied solely to the objects of the Club.
- (b) In particular the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of Members other than in the course of fair-value commercial transactions between the Club and a Member or Members in the normal course of Club business.
- (c) The Committee will review the future maintenance and development needs of the Club to ensure its survival. They will put in place appropriate strategies to try and ensure sufficient funds will be available to meet the demands of those needs.

#### **3.4.2 Appointment of Sub-Committees.**

In addition to the Standing Sub-Committees described in 4.4 of this Constitution, 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.

#### **3.4.3 Byelaws, Policies, Processes and Procedures.**

- (a) The Committee may at any time apply such Byelaws as it considers appropriate for the good management of the Club and its facilities, provided they do not go against any provisions of this Constitution.
- (b) Any changes to those Byelaws shall become operative immediately on issue by the Committee but must be approved by the next Annual General Meeting (or Special General Meeting called for that purpose).
- (c) The Committee may at any time publish and apply such Policies, Processes and Procedures as it considers appropriate for the good management of the Club and its facilities, provided they do not contradict any provisions of this Constitution.
- (d) The Club Secretary shall ensure that a current version of this Constitution, all Byelaws, (indicating any still requiring ratification by the Members) and all Policies, Processes and Procedures are published on the website with hard-copy in the Clubhouse and available on request from the Club Secretary.
- (e) If any matter arises which in the opinion of the Committee is not provided for in the current Constitution, Byelaws, Policies, Processes or Procedures, then the matter shall be determined by the Committee in such manner as it sees fit. The Committee shall put forward in the normal manner any changes to such documents that they consider necessary for future resolution of the matter.

### **3.5 Removal of Elected Representatives.**

Any or all members of the Executive Committee and holders of non-Committee or Sub-Committee posts that are subject to election may be removed by two thirds of the votes cast by the Members eligible to vote at a Special General Meeting called for that purpose in accordance with item 5.2 of this Constitution.

### **3.6 Disclosure of Interest to Third Parties**

A member of the Committee, of a Sub-Committee or any member of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.

### **3.7 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.

### **3.8 Club Indemnification of Members**

**3.8.1** 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.

**3.8.2** 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 therefrom 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.

Provided that any such member has been properly authorised by the Executive Committee in relation to the duties undertaken on behalf of the Club and the indemnity shall not exceed the amount so authorised.

**3.8.3** 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.

### **3.9 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.

*"The liability of the Committee 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."*

## **Section 4. Non-Committee Posts and Standing Sub-Committees**

### **4.1 Elected**

The following non-Committee posts shall be filled by election each year, following the same rules for nomination and election as for Committee posts:

#### **4.1.1 at the Annual General Meeting.**

(a) **Men's P&D Captain.**

Lady Members are not eligible to be elected to or to vote on this position.

(b) **Two Accounts Examiners.**

Those elected may not also serve on the Executive Committee, any Sub-Committee or in any role involving Club finances (e.g. Quartermaster) during their time as Accounts Examiners.

An Accounts Examiner cannot serve for more than 2 consecutive years.

Their duty shall be to examine the books and accounts of the Club at the end of the year and report back to the next Annual General Meeting on their findings.

They may, additionally, be requested by the Committee to perform such examinations and report back to the Committee

(i) if there shall be a change of Treasurer during the year, or

(ii) if a majority of the Committee consider such an examination to be necessary.

(c) **Social Sub-Committee.**

In addition to the Social Secretary (elected as part of the Executive Committee), from 2 to 5 members of this Committee are required who may be elected at the Annual General Meeting (if sufficient nominations are received) or may be co-opted either by the Executive Committee or by the current members of the Sub-Committee. Such co-opted members may be appointed to serve until the next Annual General Meeting, for a fixed shorter term or for a specific event.

(d) **Bar Manager and Sub-Committee Members.**

A Bar Manager and at least two additional members shall be elected at the AGM. If a Bar Manager is not elected, all Bar facilities will be suspended until such time as an appointment can be made.

If there are insufficient nominations for the 2 additional members, other members of the Executive Committee shall act in their place until such time as permanent appointment(s) can be made by the Committee.

**4.1.2 at the Annual Ladies' Meeting.**

- (a) **Ladies' Captain.**
- (b) **Ladies' Vice-Captain.**

**4.2 Appointed by Executive Committee**

The following non-Committee positions may be appointed by the Committee from those Committee Members or other Full Members who have volunteered to take up the position(s) and, if necessary, are suitably qualified. Two or more of these roles may be held by the same individual who may also hold other posts within the Club. Those appointed may hold the role(s) until they resign from the role, cease to be a Full Member or the Committee appoint a replacement.

- (a) Facilities Manager (Maintenance Lead)
- (b) Safeguarding Officer
- (c) Data Protection Adviser
- (d) Coaching Team Representative
- (e) Quartermaster
- (f) Communications Officer
- (g) Webmaster
- (h) Rink Booking Manager
- (i) Health and Safety Officer

**4.3 Appointed by Sub-Committee**

The following non-Committee positions shall be appointed each year by the Selection Sub-Committee from those who have volunteered to take up the position(s).

**4.3.1 G&F (Colour) Team Captain(s),**

One per Team being entered in the G&F League.

**4.3.2 Men's P&D Mid-Week Triples Captain(s),**

One per team entered in the Competition. Lady Members are not eligible to be appointed to these positions.

**4.4 Standing Sub-Committees**

The following Standing Sub-Committees shall be constituted each year following the Annual General Meeting. The President shall have the ex-officio right to attend as a member of any Sub-Committee.

**4.4.1 The Ladies' Sub-Committee.**

This Sub-Committee shall consist of the Ladies' Secretary, Ladies' Captain (Chairperson) and Ladies' Vice-Captain (see 5.10.6).

The Sub-Committee shall select teams for the Ladies' League and for all Ladies' representative matches and nominate who runs each Ladies' League Team. The sub-Committee shall also deal with matters arising from the club's affiliation to the P&DWBA and for matters arising from the Club's affiliation to Bowls Hampshire where that matter relates only to Lady Members.

**4.4.2 The Selection Sub-Committee.**

This Sub-Committee shall consist of the Club Captain (Chairperson), Club Vice-Captain, Ladies' Captain and Men's P&D Captain.

The Sub-Committee shall be responsible for the selection of mixed squads/teams to represent the club in mixed fixtures and will involve the Colour Team Captains when selecting the G&F Colour Team squads. The preferences of members wishing to play in the mixed teams shall also be taken into consideration.

**4.4.3 The Greens Sub-Committee.**

This Sub-Committee shall consist of the Club Captain (Chairperson), Club Vice-Captain and Competitions Secretary.

This Sub-Committee shall be responsible for declaring the green fit/unfit for play. Should a member of the Greens Sub-Committee not be available, any available Executive Committee member may be responsible.

To maintain even wear of the green, this Sub-Committee is responsible for ensuring that the rink markers are moved and the direction of play is varied with a suitable frequency.

**4.4.4 The Competitions Sub-Committee.**

This Sub-Committee shall consist of the Competitions Secretary (Chairperson) and the 3 members of the Committee having no specific role title.

This Sub-Committee shall be responsible for the organisation of all internal competitions and tournaments, including ensuring all trophies are purchased (when necessary), properly engraved (where appropriate) and available for presentation when required.

**4.4.5 The Social Sub-Committee.**

This Sub-Committee, chaired by the Social Secretary and consisting of 2 to 5 other members (see 4.1.1(c)), shall devise and organise social functions for the club and catering at Club events including compiling the Catering List.

The Sub-Committee shall appoint a Lead Member for each event to be responsible to the Treasurer for all monies raised and expenses incurred. Such monies/expense receipts to be passed to the Treasurer, directly or using the Deposit Box in the Clubhouse, immediately after the function.



#### **4.4.6 The Bar Sub-Committee.**

This Sub-Committee shall consist of a Bar Manager (Chairperson) and at least two other members (see 4.1.1(d)). This Sub-Committee is responsible for the operation of the Club's Bar facility in accordance with the requirements of clause 7.3 of this Constitution.

## **Section 5. Member Meetings**

### **5.1 Annual General Meeting**

**5.1.1** The Annual General Meeting shall be held during the last weekend in November. The Club Secretary shall, at least 14 days before the date of such meeting, circulate to each member notice thereof, an agenda, copies of any minutes requiring approval at the meeting and any other documentation necessary to the matters to be discussed at that meeting, including a list of valid nominations received for posts subject to election at the meeting. This may be by post or electronically, and these documents will also be made available on the Club website.

**5.1.2** The business of the meeting shall consist of:

- (a) Approval of the minutes of the previous Member meeting (Annual, Pre-Season or Special). If a Special General Meeting has been held contiguously with an Annual or Pre-Season meeting, their minutes shall be considered as a single set and both be approved at the same time).
- (b) Approval of the statement of Accounts for the year submitted by the Treasurer.
- (c) Reports from such role-holders as the Committee deem appropriate and any other business that the Committee may order to be inserted in the notice convening the meeting.
- (d) Consideration and voting on any proposals where notice thereof has been given in writing to the Secretary at least 1 calendar month before the date of the meeting, they have been proposed and seconded by members entitled to vote and details have been included in the circulation to members calling the Meeting. These must include any necessary approval for changes to the Byelaws that have been introduced by the Committee but not yet approved as specified at 3.4.3(b).
- (e) Elections to the following posts:
  - (i) Executive Committee Members (with the exception of the Ladies' Secretary who shall be elected by the Ladies' Annual Meeting, see 5.10.6);
  - (ii) Non-Committee positions defined at 4.1.1.
- (f) At the end of the meeting the Chairperson may choose to open it to any general questions or comments raised by members. The Chairperson, or a person nominated by them, may respond to these. At the discretion of the Chair, discussion may be permitted, but no proposal shall be accepted, and no votes can be taken because Members have not been given the required notice.

### **5.2 Special General Meeting**

**5.2.1** The Committee shall call a Special General Meeting:

- (a) for any purpose required by the Committee, or
- (b) upon written request to the Secretary, signed by at least 12 members entitled to vote and stating the reason for the request. The Committee shall meet within 7 days of the request in order to call the Special General Meeting.

**5.2.2** The Club Secretary shall send notice for a Special General Meeting to each member at least 21 days before the appointed date. This notice shall include an agenda and copies of any documentation necessary to the matters to be discussed at that meeting and no business other than that specified shall be discussed at the meeting.

### **5.3 Pre-Season Meeting**

**5.3.1** A Pre-Season meeting shall be held within 28 days before the proposed opening of each playing season. The Club Secretary shall at least 14 days before the date of such meeting circulate to each member notice thereof, an agenda, copies of any minutes requiring approval at the meeting and any other documentation necessary to the matters to be discussed at that meeting. This may be by post or electronically. The purpose of this meeting shall be to prepare the members for the forthcoming playing season and advise them of any information they need to know in respect of that.

**5.3.2** The business of the meeting shall consist of:

- (a) Approval of the minutes of the previous Member meeting (Annual, Pre-Season or Special). If a Special General Meeting has been held contiguously with an Annual or Pre-Season meeting, their minutes shall be considered as a single set and both be approved at the same time).
- (b) Reports and information from such role-holders as the Committee deem appropriate and any other business that the Committee may order to be inserted in the notice convening the meeting. This shall not include changes to this Constitution nor to any Bye-laws.
- (c) No business other than the above items shall be discussed.
- (d) At the end of the meeting the Chairperson may choose to open it to any general questions or comments raised by members. The Chairperson, or a person nominated by them, may respond to these. At the discretion of the Chair, discussion may be permitted, but no proposal shall be accepted, and no votes can be taken because Members have not been given the required notice.

## **5.4 At all of the above meetings:**

- 5.4.1** The President shall preside or, in the absence of the President, the Vice-President. If neither is available then the Chair shall be taken by a member elected by a majority of those present.
- 5.4.2** The Club Secretary shall record minutes of the proceedings, making them available to Members on the website and in the Clubhouse promptly following each meeting, indicated as subject to ratification until approved at a later meeting.

## **5.5 Quorums**

- 5.5.1** The quorum to conduct business at an Annual or Special General Meeting shall be 40 members entitled to vote at the relevant meeting and personally present.
- 5.5.2** The quorum to conduct business at a pre-Season Meeting shall be 25 members entitled to vote at the relevant meeting and personally present.

- 5.6** Only Full Members shall be entitled to vote at any Member Meeting. Junior Members may attend but are not entitled to speak (unless invited by the Chair) nor to vote. Social, Temporary and Day Members are not entitled to attend or vote.

- 5.7** Voting, except as specified by clause 3.2.2 or 5.9 of this Constitution, shall be by show of hands. At the start of each meeting 2 scrutineers shall be appointed to count the votes and oversee any necessary ballot. In the case of an equality of votes the Chair shall have a second or casting vote on any matter other than a tied election where clause 3.2.5 applies.

- 5.8** On any resolution properly put to a Special or Annual General Meeting of the Club relating to the creation, repeal or amendment of any item in this Constitution, or any Byelaw of the Club, such change shall not be implemented or confirmed unless at least two-thirds of the votes cast by those entitled to vote are in favour of the resolution.

- 5.9** In exceptional circumstances the Committee may convene these meetings as either physical and online or purely online meetings. In such cases, so as not to disenfranchise Members without online access, voting (normally restricted by 5.7 to those present at a meeting) may be extended to permit postal and/or email voting (to be received by the Secretary at least 24 hours prior to the start of the meeting in order to be counted) and/or real-time electronic voting.

## **5.10 Ladies' Meetings**

- 5.10.1** The Ladies' Annual Meeting shall be held each year at least 28 days prior to the AGM. Additional meetings may be called during the year at the instigation of the Ladies' Sub-Committee or at the request of the Executive Committee.
- 5.10.2** The Ladies' Secretary shall at least 14 days before the date of each such meeting, circulate to the appropriate membership notice thereof, an agenda, copies of any minutes requiring approval at the meeting and any other documentation necessary to the matters to be discussed at that meeting including any relevant list of valid nominations for posts to be the subject of an election at that meeting.
- 5.10.3** The Ladies' Secretary shall record minutes of the proceedings, making them available to Members on the website and in the Clubhouse promptly following each meeting, indicated as subject to ratification until approved at a later meeting.
- 5.10.4** Only Full Lady members of the Club are entitled to attend and vote at these meetings. However, other members of the Club may be invited to attend and speak, but not vote, on specific matters to be discussed at a particular meeting.
- 5.10.5** The meeting shall be chaired by the Ladies' Captain or in her absence the Ladies' Vice-Captain. If neither is available then the Chair shall be taken by a member elected by a majority of those present.
- 5.10.6** The Ladies' Annual Meeting shall elect the Ladies' Sub-Committee. The person elected as either Ladies' Captain or Vice-Captain may also be elected as, and take on the duties of, Ladies' Secretary. In such a case the Lady Member elected to dual posts shall have only a single vote in the Ladies' Sub-Committee and an additional Lady Member shall be elected or, failing that, co-opted as a Member of the Ladies' Sub-Committee with the right to vote to re-establish a quorum of 3.
- 5.10.7** Other than the requirement for elections described above and the approval of the minutes of the previous Ladies' Meeting, the business to be discussed shall be determined by the Ladies' Sub-Committee.

## **Section 6. Dissolution of the Club**

- 6.1** If, at any Annual General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, or if a request under Clause 5.2.1(b) contains such a resolution, the Secretary shall immediately convene a Special General Meeting to be held not less than 1 calendar month thereafter to discuss and vote on the resolution.
- 6.2** If, at that Special General Meeting, the resolution is carried by at least two-thirds of the votes cast by those Members eligible to vote, 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. The Committee shall contact Fareham Borough Council concerning the disposal/sale of its assets of Main Clubhouse, Equipment Store, Royal Box (Main Equipment Shed) and Men's Changing Room.

- 6.3** If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Committee shall give or transfer the net assets remaining to one or more local charities as decided by the Committee at that time.
- 6.4** If a vacancy arises in one of the 3 financial signatory roles (see 7.1.3) and the Executive Committee do not make an appointment to fill that role within 14 days they must call a Special General Meeting in accordance with 5.2 to elect a new holder. Failing such appointment or election the outgoing occupants of the unfilled role(s) shall remain as signatories and the Club shall be wound up as if a General Meeting had passed a resolution to dissolve the Club.

## **Section 7. Miscellaneous**

### **7.1 Financial.**

The Treasurer shall be responsible for ensuring these provisions are adhered to.

- 7.1.1** The Treasurer shall receive and keep account of all monies received by the Club and disbursements thereof and shall make payments sanctioned by the Executive Committee.
- 7.1.2** The Club's Bank Accounts shall be kept at a trading bank determined by the Executive Committee.
- 7.1.3** Any two of, President, Secretary or Treasurer shall sign cheques and authorise any outgoing EFT transactions. Whenever the situation arises that members of the same family, partners or relatives are elected to the bank account signatory positions, the Committee shall appoint one or more Executive Committee member(s) as replacement(s) to ensure that no two such related persons may sign on behalf of the Club.
- 7.1.4** The outgoing signatories must authorise any change in bank account signatories as required by the Club's banking services provider.
- 7.1.5** The Club's financial year shall run from 1st November to 31st October and the Treasurer shall prepare statements and account summaries, duly checked and signed by the Accounts Examiners, showing the financial position of the Club as at 31st October to be presented at the Annual General Meeting.
- 7.1.6** The Treasurer shall also prepare statements and account summaries showing the current financial position to be presented at Committee Meetings, although these do not need to be verified by the Account Examiners.
- 7.1.7** If there shall be a change of Treasurer during the year, the outgoing Treasurer shall prepare a statement and summary of accounts showing the current financial position of the Club as at the date of handover, which shall be examined by the Accounts Examiners and passed to the Committee and the incoming Treasurer. If, due to circumstances, the outgoing Treasurer is unable to do this, then the incoming Treasurer must do so immediately on receipt of the Club records.

### **7.2 Dress Code.**

- 7.2.1** Club shirts in the club colours shall be predominately white but having light blue sleeves with maroon trim, maroon collar/lapels and the club badge on the upper left of the shirt front.
- 7.2.2** Members playing in the Finals of all Club Competitions and Tournaments shall wear Club shirts with White below the waist.
- 7.2.3** Dress for all other Club events and Friendly matches shall consist of Club shirts with grey (or white if Whites are specified) below the waist, unless otherwise specified in any notice advertising the event. Tailored shorts in either grey or white as appropriate may be worn. Headwear, if used, shall be white or grey.
- 7.2.4** Casual dress may be worn for roll-ups.
- 7.2.5** Dress when representing the Club in events under the auspices of one of the bodies to which the Club is affiliated shall be Club shirts as registered with that organisation with grey or white (as required) below the waist and must fully conform to that organisation's dress code requirements.

### **7.3 Licensing Requirements and Bar Management.**

- 7.3.1** 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.
- 7.3.2** All Bar prices and policies shall be approved by the Executive Committee who shall decide the opening hours within the licence's permitted limits
- 7.3.3** Subject to oversight by the Executive Committee, the purchase for the Club of Bar stock and the supply of the same upon Club premises shall be exclusively and solely under the control of the Bar Sub-Committee, who are also responsible for the enforcement of all rules and regulations applicable to such transactions.
- 7.3.4** Intoxicating liquor may only be sold for consumption on the Club premises (including the surrounding areas of the bowling green, but not the Green itself) to persons over the age of eighteen who are entitled to the use of the Club premises and in accordance with any Licensing Regulations for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises.
- 7.3.5** Visiting non-members attending sporting fixtures organised by the Club and bona-fide guests of Members may use the Bar facilities in accordance with the latest applicable Licensing legislation.
- 7.3.6** No person shall take a commission, percentage or other such payment in connection with the purchase of Bar stock for the Club. Any profit deriving from the supply of such goods shall (after deduction of the costs of

providing such goods for the benefit of the Club) be applied to the provision of additional amenities or for the benefit of the Club.

**7.3.7** The Bar Manager shall keep proper accounts of all sales, purchases and receipts from Bar stock and provide these monthly to the Treasurer to be reflected in the Treasurer's statements and account summaries presented to the Executive Committee monthly and annually at the Annual General Meeting. The Bar Manager shall also maintain such information as may be required to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

**7.3.8** The Bar Manager shall carry out regular stock checks together with one otherwise-independent member of the Committee and the Club Secretary, who acts as Licensee for the Club's Premises (Alcohol) Licence.

**7.3.9** The Alcohol License shall be suspended if membership falls below 25.

## **7.4 Safeguarding**

The Club shall adhere to the Safeguarding Policy of Bowls England and shall ensure that the Policy is made known to all members and clearly displayed within the Club premises for Members and Visitors.

## **7.5 Equality**

The Club shall adhere to the Equality and Transgender Policies of Bowls England.

## **7.6 Disputes**

Any disputes relating to Club Constitution, Byelaws or the Rules of the Game that cannot be settled amicably between the disputing parties shall be referred to the Committee, whose decision shall be final.

## **7.7 Data Protection and Privacy**

**7.7.1** The Club's positions in relation to these matters are defined in the latest version of the Club's Data Protection Policy and of its Data Privacy Notice (available on the website and in the Clubhouse) and all Members and officials must comply with these provisions. Specifically, any Members who may hold Members' personal data on behalf of the Club must, on stepping down from such a role, comply with the section regarding "Club Officials no longer in Post" by returning/deleting/destroying all such data held and declaring that has been done.

**7.7.2** Acceptance of Membership of the Club and continued payment of Annual Subscriptions includes the acceptance and agreement of the Member that the club continues to hold and process each Member's personal data, as described in the Club's Data Privacy Notice.