



**Cheltenham Whaddon Bowling Club**  
**Constitution**  
**Revised: November 2022**

Conforms to Bowls England Model Constitution for Community Amateur Sports Clubs

## Contents

Section 1: Name and Objectives.....	3
Section 2: Officers of the Club .....	4
Section 3: Membership .....	5
Section 4: Management Committee .....	10
Section 5: Trustees.....	14
Section 6: Annual General Meeting .....	15
Section 7: Dissolution of the Club.....	17
Section 8: Miscellaneous .....	18
Appendix A: Responsibilities of Officers and Sub-Committees.....	19
Appendix B: Club Rules.....	20
Appendix C: Licensing Act .....	24
Appendix D: Banking Arrangements.....	26
Amendment History.....	27

## **Section 1: Name and Objectives**

- 1.1 The name of the Club shall be 'CHELTENHAM WHADDON BOWLING CLUB', hereinafter referred to within this constitution as the 'Club'.
- 1.2 The Club shall be affiliated to Bowls England (BE) and to the 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 flat green bowls in the Cheltenham area.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the Crystal Laws of the Sport of Bowls.

## Section 2: Officers of the Club

- 2.1 The Officers of the Club shall be Full Members of the Club and shall consist of:

President  
Honorary Secretary  
Honorary Treasurer  
Honorary Match/Fixture Secretary  
Competitions Secretary  
Honorary Membership Secretary  
Welfare/Safeguarding Officer  
Captain  
Ladies Captain  
Press Officer

A brief description of the duties and responsibilities of each officer is given at Appendix A.

- 2.2 Officers shall be elected at the Annual General Meeting and shall hold office for the period of election, retiring at the end of the that period. All Officers of the Club shall be eligible for re-election to the same office or another office at the end of their current period of election.
- 2.3 Nominations for Officers above shall be made on a form to be posted on the Club noticeboard and must be supported by a Proposer and a Seconder, who shall be Full Members. This form shall be available from 1<sup>st</sup> September until 28 days before the date of the Annual General Meeting. No nominations received after this time will be accepted, unless supported by two-thirds of those voting at the General Meeting.

### Section 3: Membership

#### 3.1 Categories and votes of membership

3.1.1 The club may have different classes of membership and subscription on a non-discriminatory and fair basis.

3.1.2 There shall be the following categories of membership with power to vote at all relevant meetings of the Club as indicated hereunder.

- (a) FULL MEMBER – being a person who, at the date of election, shall have attained the age of eighteen years and shall have one vote.
- (b) JUNIOR MEMBER – being a person who, at the date of election, is under the age of eighteen 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 full member or a family member.
- (c) LIFE MEMBER – who shall have one vote.
- (d) SOCIAL MEMBER – who shall have no vote.
- (e) ASSOCIATE MEMBER – who shall have no vote.

#### 3.2 Rights and privileges of members

3.2.1 The rights and privileges of each category of membership shall be as follows:

- (a) A FULL MEMBER shall have the full use of all Club facilities. Affiliation Fees shall be payable to the Gloucestershire Bowling Association and Bowls England.
- (b) A JUNIOR MEMBER shall have the full use of all Club facilities subject only to 8.4 of this Constitution. Affiliation Fees shall be payable to the Gloucestershire Bowling Association and Bowls England.
- (c) A LIFE MEMBER (see Section 4.9 below) shall have the full use of all the Club facilities. Affiliation Fees shall be payable to the Gloucestershire Bowling Association and Bowls England.
- (d) A SOCIAL MEMBER shall have the full use of the Club-house facilities. Social members shall also be entitled to enter Short Mat competitions.

- (f) An ASSOCIATE MEMBER shall be a member of a registered Skittles Team and shall have use of Club-house facilities during the Skittles season (September to April) only. Team applications shall be submitted to the General Committee at the beginning of each season.

3.1.3 No member may use the Club premises, or any of the facilities of the Club, until forty-eight hours have elapsed from the date of posting of notice of election.

3.1.3 Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises, until they have become a member.

### 3.3 Membership Joining Fee & Subscription Fee

3.3.1 The rate of Joining Fee (if any) and Subscription Fee for each category of Membership shall be proposed by the Committee to the members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative from 1<sup>st</sup> April following such meeting. The current rate of Joining Fee (if any) and Subscription Fee shall be prominently displayed in the Club premises.

(a) Membership of the Club shall be open to anyone interested in the sport of outdoor flat green bowls on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.

(b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

(c) The Club Committee may refuse membership or, subject to point 3.6.2 of this constitution, remove it, only for good cause such as conduct likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the members.

3.3.2 All members shall pay the Joining Fee (if applicable) and their first annual subscription fee upon election to the Club and thereafter by 1<sup>st</sup> April each year.

### 3.4 Members' duty to provide contact details

3.4.1 Every member shall furnish the Honorary Secretary with up-to-date contact details that shall be recorded in the Register of Members and any notice sent to such address/es either by post or electronically shall be deemed to have been duly delivered.

3.4.2 Contact details to be provided should include: Name, Home Address, Home Telephone Number, Mobile Telephone Number and E-mail address.

3.4.3 Any personal data provided by members is for club use ONLY and will not be passed to any other organization, except as required for affiliation to the GBA and/or BE.

### 3.5 Election and retirement of members

#### 3.5.1 Application for membership

An application for membership shall be in the form prescribed by the Committee and shall include the name, address and contact details of the candidate. There shall be no requirement for either proposer or seconder.

#### 3.5.2 Election of Members

- (a) Upon receipt of an application for membership, the Membership Secretary or Club Secretary shall advise Committee members of the name of the applicant and any relevant details. Committee members shall have a period of at least 4 days to consider the application and to register an objection to it. Provided no objection is received within the prescribed period, the application shall be deemed approved.
- (b) In the event of an objection, the application shall be submitted for consideration at the next full Committee meeting, where the objector(s) must provide their grounds for refusing approval. Election of all classes of members is vested in the Committee and shall be a simple majority vote of those on the Committee. The Committee may refuse applications only for good cause such as conduct likely to bring the Club into disrepute.
- (c) The Membership/Club Secretary shall inform each candidate in writing of the candidate's election or non-election. The Membership Secretary/Club Secretary shall furnish an elected candidate with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary.

#### 3.5.3 Payment of Fees upon Election

Upon election, a candidate shall pay within one calendar month such fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown.

#### 3.5.4 Retirement of a member

- (a) A member wishing to resign their membership shall give notice in writing to the Honorary Secretary before 31st March and shall not then be liable to pay the subscription for the following year.
- (b) A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

#### **3.5.5 Arrears of Subscription**

The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other annual fees are more than one month in arrears 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 Undertaking by members to comply with rules**

Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

#### **3.6.2 Disciplinary action against members**

- (a) All disciplinary matters will be dealt with in accordance with Bowls England Regulation 9 (Misconduct).
- (b) 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**

Complaints of any nature shall be addressed in writing to the Honorary Secretary

#### **3.6.4 Members of other Bowls England Affiliated Clubs**

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 exhibited 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 (but see 3.4.3 above)

## Section 4: Management Committee

### 4.1 Composition of Committee

- 4.1.1 The Committee shall consist of the Officers, ex officio, and not less than 2 nor more than 4 Full Members (who have attained the age of eighteen years) elected at the Annual General Meeting to hold office for the term of their elected period.
- 4.1.2 Candidates for election to the Committee shall be those members of the retiring Committee eligible to offer themselves for re-election and such other full members, whose nominations (duly proposed and seconded in writing by Full members of the Club) with their consent, shall have been received by the Honorary Secretary at least twenty eight (28) days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Seconder shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting (See 2.3 above for full details of nomination process).
- 4.1.3 If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot of those members present and entitled to vote at the Annual General Meeting.
- 4.1.4 If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if a majority of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.
- 4.1.5 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 previously nominated person.
- 4.1.6 If, for any reason, a casual vacancy should occur in the Officers or Committee, the Committee may co-opt another person to fill such a vacancy until the next following Annual General Meeting. Co-opted Members will be entitled to vote.

### 4.2 Committee Meetings

- 4.2.1 The Committee shall endeavour to meet at least once in every calendar month, but no more than 5 weeks shall elapse between successive meetings. The Committee shall make 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. In the case of equality of votes the Chair (or other nominated person) shall be entitled to a second and casting vote.
- 4.2.3 Seven (7) 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 Chair (or other nominated person) prior to the start of the meeting. The Chair (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 Rules and shall cause the funds of the Club to be applied solely to the objects of the Club.
- 4.3.2 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 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.
- 4.3.3 The Committee shall have the power to make and amend by-laws for the regulation of play and maintenance of good order in the Club, provided such rules are consistent with this Constitution. Any new by-laws or amendments to existing by-laws made by the Committee must be confirmed at the next General Meeting of the Club (see 6.8 below).

#### 4.4 Appointment of Sub-Committees

- 4.4.1 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

- 4.5.1 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.

#### 4.6 Limitation of Committee's authority

- 4.6.1 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.
- 4.7.2 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 there from, or incurred in good faith in the purported discharge of such duties.
- 4.7.3 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 and provided that any such member so indemnified has been properly authorised in relation to the duties undertaken on behalf of the Club by the General Committee.
- 4.7.4 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

- 4.8.1 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.”*

4.9 Nomination of Honorary Life Members or Vice Presidents by Committee

- 4.9.1 The Committee may nominate for election at an Annual General Meeting such Honorary Life Members or Vice Presidents as the

Committee may think fit, in recognition of long and/or outstanding service to the Club.

- 4.9.2 The election of Honorary Life Members or Vice Presidents shall be placed before the Annual General Meeting each year and such Honorary Members or Vice Presidents shall be duly elected if more than two thirds of those present, and entitled to vote, vote in favour of election.

## Section 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.
- 5.2 A Trustee shall hold office during the term of his/her life 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 property of the Club, including land and 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. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Honorary Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and they shall by Deed duly appoint the person or persons so nominated by the Committee.
- 5.4 The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property 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, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- 5.5 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 property 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.

## Section 6: Annual General Meeting

### 6.1 Annual General Meeting

6.1.1 An Annual General Meeting of the Club shall be held each year in the month of November on a date to be fixed by the Committee. This date shall be published no later than 1<sup>st</sup> October. The Honorary Secretary shall, at least 14 days before the date of such meeting, circulate to each member notice thereof and of the business to be brought forward thereat. This may be either by post or electronically.

6.1.2 No business, except the passing of the Accounts and the election of the Officers, Committees, Trustees and Honorary Auditors, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting, unless notice thereof be given in writing by a member entitled to vote to the Honorary Secretary at least 21 days before the date of the Annual General Meeting.

### 6.2 Special General Meeting

6.2.1 The Committee may at any time, upon giving 21 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. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

6.2.2 The Committee shall call a Special General Meeting upon a written request addressed to the Honorary Secretary and signed by at least 10 members. The Committee shall meet within 7 days of the requisite number of requests in order to call a Special General Meeting. The Committee shall give 21 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.

6.3 At every General Meeting of the Club the Chair will preside, or in their absence, a Chair elected by a majority of those present shall preside.

6.4 Thirty (30) members entitled to vote at the relevant meeting and personally present shall form a quorum at any General Meeting of the Club.

6.5 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.

6.6 Voting, except upon the election of members of the Committee, shall be by show of hands.

6.7 In the case of an equality of votes the Chair (or other nominated person) shall have a second or casting vote, on any matter.

- 6.8 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, By-law or Regulation of the Club such Rule, By-law 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.

Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its objects or winding-up provisions.



## Section 7: Dissolution of the Club

- 7.1 If, at any General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, the Secretary shall immediately convene a Special General Meeting to be held not less than one month thereafter to discuss and vote on the resolution.
- 7.2 If, at that Special General Meeting, the resolution is carried 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, 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.
- 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 Club with similar sports purposes which is a charity and/or
  - (b) to another Club with similar sports purposes which is a registered CASC and/or
  - (c) to Bowls England for use by them in related community sports.

## **Section 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 those times will be posted on the club notice board.

### **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 clearly displayed within 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.**

## **APPENDIX A: RESPONSIBILITIES OF OFFICERS AND SUB-COMMITTEES**

This appendix gives a brief outline of the duties entrusted to the Officers of the Club and of the sub-committees with delegated powers from the Management Committee to run specific areas of the club's activities.

### **President**

- To represent the Club on match days and other special events;
- To Chair all relevant meetings of the Club committee and the AGM or any SGM;
- To have the casting vote at all relevant meetings of the Club in the event of equality;

### **Honorary Secretary**

- To conduct the correspondence of the Club;
- To keep custody of all Club documents;
- To prepare and keep full minutes of all meetings of the Club, the Committee and Sub-Committees;
- To administer such insurance policy or policies as may be needed to fully protect the interests of the Club, its Officers and its members;
- Represent the Club at County and divisional delegate meetings

### **Honorary Treasurer**

- To collect all relevant fees from Club members;
- To make all relevant payments on behalf of the Club;
- To prepare Annual Balance Sheet for examination;
- To present Accounts for approval at the Annual General Meeting
- To deal with all matters relating to the Club's CASC status

### **Accounts Examiner**

- To examine the Accounts and Balance Sheet
- To report to the AGM and Committee on the accuracy of the Accounts

### **Honorary Fixture/Match Secretary**

- To arrange matches as relevant with other clubs
- To confirm arrangements with other clubs at least a week before match takes place

### **Honorary Membership Secretary**

- To recruit and retain members for the Club
- To keep a register of Club members' contact details;
- To collect annual subscriptions;
- To submit new applications for membership to the Committee

### **Captains/Vice Captains**

- To select relevant representative teams with the advice of the Selection Committee
- To manage matches on the day
- To ensure the green and equipment are set up correctly on match days

### **Competitions Secretary**

- To chair the Competitions Committee
- To ensure a fair draw for internal Club competitions
- To manage Club competitions, ensuring matches are completed in good time
- To make arrangements for Finals Day(s)

### **Welfare/Safeguarding Officer**

- To ensure the club complies with BE Safeguarding Bowls policy
- To act as a point of contact for Junior Bowlers
- To maintain contact with retired members
- To ensure compliance with relevant Health & Safety regulations

### **District/County Delegate (elected by Committee)**

- To act as a liaison between the Club and other relevant associations
- To report back to the Committee on any issues which may affect the Club

### **Press Officer**

- To publicise the Club in local media, website and social media as relevant

### **Bar Committee**

- The Bar Committee shall be responsible for the supply of excisable goods under the Licensing Act (see also Appendix )

### **House & Grounds Committee**

- Maintenance and repair of all Club buildings and property.

### **Green Committee**

- Upkeep of the green and its surroundings and of equipment required to maintain the green
- Supervision of the Greenkeeper.
- Decision in consultation with Greenkeeper on whether green is fit for play

### **Selection Committee**

- Selection of all Club teams, except matches for ladies only

### **Competitions Committee**

- Maintaining and publishing Club competition rules (will be permanently posted on Club noticeboard)
- Deciding closing dates for competition entries
- Setting handicaps for all competitions which require them
- Making a fair draw for all club competitions and publishing it
- Resolving any disputes or discrepancies in competition matters, including defaulting players who do not meet published 'play by' dates.

### **Social Committee**

- Organizing and publicizing Club social functions

## **APPENDIX B: CLUB RULES**

### **1. By-Laws and Regulations**

The Club may adopt such By-laws or Regulations as it considers appropriate for the good management of the Club and its facilities.

### **2. Sub-Committees**

In addition to the Management Committee, the following special sub-committees will be elected at the Annual General Meeting. These sub-committees shall be responsible to the Management Committee for the matters delegated to them:

- (a) Bar Committee, which shall consist of the Honorary Secretary, the Honorary Treasurer and at least 3 elected members
- (b) House, Grounds and Green Committee, which shall consist of at least 3 elected members.
- (c) Selection Committee, which shall consist of the Captain, Vice-Captain, Ladies Captain, Seniors Captain and 2 elected members for mixed games.
- [
- (d) Competitions Committee, which shall consist of the Competitions Secretary (Chair) and 4 elected members
- (e) Social Committee, which shall consist of at least 3 elected members

### **3. Spending Limits for Committee members**

Committee members may spend up to £100 for sundry items within their area of responsibility. They must seek permission from the Management Committee before undertaking expenditure in excess of this sum.

### **4. Damage to Club property**

A member shall not knowingly remove, 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 or by the Honorary Secretary upon the instructions of the Committee.

### **5. Bar Opening Times**

The permitted hours for the supply of intoxicating liquor will be posted on the club notice board and the bar will be open at these hours or at such other hours as may be decided by the Committee subject to any restrictions imposed from time to time by the Licensing Authority.

### **6. Settlement of Accounts**

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

**7. Dress on the Green**

Members, guests or visitors shall comply with the following dress code, when playing on the green, or acting as umpire or marker:

- (a) Footwear: heel-less shoes with flat soles at all times;
- (b) For Club and Competitive Matches Members shall wear club shirts or white collared shirts with grey or white trousers or skirts or tailored shorts, as advised for the match. Socks, if visible, should also be grey or white. If required, white outer or waterproof clothing may be worn.
- (c) For Casual Play (roll-ups) or practice members or guests may wear smart casual clothing with collared top, provided that it is not brightly coloured. Jeans and tracksuits are not permitted.

**8. Guests in the Club**

Members may invite guests into the Club, subject to the right of the General Committee to prohibit visitors on specified days and subject to the following conditions:

- (a) Members shall enter the names of all guests in the Visitor's Book, together with the name of the member inviting the guests. Not more than 3 guests may be introduced in any one day and the same guest may not be introduced more than 6 times in any calendar year.
- (b) Members shall be responsible for all expenses incurred on behalf of or damaged caused by their guests
- (c) A guest may be allowed to play bowls upon payment of the green fee then in force.

**9. Dogs**

No dogs will be allowed in the grounds of the Club, except on a leash. No dogs will be allowed on the green or in the clubhouse, except for disability assistance dogs (e.g. guide dogs)

**10. Subscriptions**

- (a) Subscriptions of Full Members may be paid in up to 3 instalments but must be paid in full by 31<sup>st</sup> May.

- (b) A reduced rate of subscription shall be offered to new bowlers (that is bowlers who are taking up bowls for the first time) in their first year of membership.

**11. Green Fees**

A non-member (e.g. guest or visitor) or member other than a full member (excepting only the special arrangements for Social Plus members), who wishes to play on the green, will be required to pay a green fee, at a rate to be decided by the Committee. This requirement may be waived by the Committee for events at their discretion.

**12. Exhibiting of notices**

A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without prior permission of the Honorary Secretary.

**13. Suggestions**

All suggestions shall be entered in the Suggestion Book and signed by the Member(s) making the suggestion.

**14. Complaints**

Minor complaints and issues in a specific area of the Club's activities may be addressed to the appropriate Club officer or committee holding responsibility for that activity. More serious or general complaints should be submitted in writing to the Honorary Secretary, who will refer them to the Committee and will ensure that the complaint is dealt with fairly and in accordance with the relevant Bowls England policy.

**15. Disciplinary Matters**

All disciplinary matters will be dealt with in accordance with Bowls England Regulation No. 9: 'Disciplinary Rules in relation to Misconduct at Club Level and Licenced Tournaments', which provides a comprehensive list of behaviour that may constitute disciplinary misconduct. Members wishing to raise a disciplinary issue should do so in writing to the Honorary Secretary, who will initiate this process.

## Appendix C: Licensing Act

### Purchase and supply of excisable goods

1. The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee, or of a special sub-committee appointed by the Committee.
2. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules, Byelaws and 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 nor may a Junior Member under the legal age purchase or attempt to purchase tobacco or cigarettes within the Club premises.
3. The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Junior Members as aforesaid) PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.
4. No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods 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 the purchase of property to be held in trust for the benefit of the Club.
5. Proper accounts of all purchases and receipts from excisable goods shall be kept and presented at the Annual General Meeting in each year and such information as the Honorary Treasurer or Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.



## **Appendix D: Banking Arrangements**

1. The club shall hold a current account with a recognised high street clearing bank.
2. The club authorises the use of Internet Banking Services on this current account. It acknowledges that using Internet Banking Services means that a named individual, which should normally be the Club Treasurer, must operate such an account and will have access to and be able to make payments from this account solely. The Treasurer must delegate the authority to access and make payments on the account to at least 2 other current members of the Management Committee.

### **Payments from current account**

3. All cheque payments will require 2 signatories from those authorised by mandate from the bank. Authorised signatories will include the Treasurer and at least 2 other current Management Committee members, who may be the same as those who have access to the current account.
4. An 'offline' authority, approved by at least 2 signatories from the authorised list as above, will be required prior to any payments being made via Internet Banking Services (e.g. BACS). The Treasurer must retain evidence of this authority, which will be made available for audit purposes.

## Amendment History

1. Clause 2.4 (minimum period before holding office) deleted by AGM on 1<sup>st</sup> November 2019
2. Appendix B Club Rules: Rule 2 (c) Selection Committee composition amended to include Ladies Captain and Seniors captain and reduce elected members from 3 to 2 and clarify that this applies to mixed games.
3. Appendix B Club Rules: Rule 7 (b) Dress on Green amended by adding sentence specifying colour of visible socks.
4. Appendix D: Banking Arrangements added 08 November 2020
5. Revision of para 3.5.2 to streamline the approval of applications from new members and codify a new process which avoids the requirement to wait for a Committee meeting. Approved at the AGM on 12 November 2021.
6. Amendment to Club Rule 10 (a) to restrict the payment of subscriptions by instalments to Full members. Approved at the AGM on 12 November 2021.
7. Removal of Social Plus category of membership (affecting paras 3.1.2 and 3.2.1). Approved at AGM on 11 November 2022.
8. Added sentence allowing social members to take part in Short Mat competitions (AGM on 11 November 2022).
9. Amendment to para 2.1 to remove Chair, Minutes Secretary and GBA delegate from the list of officers (AGM, 11 November 2022)
10. Remove para 2.4 restricting the President's term of office (AGM, 11 November 2022).