Somersham Town Bowls Club

Constitution

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Section 1: Name and Objectives

1.1 The name of the Club shall be Somersham Town Bowls Club (hereinafter referred to within this constitution as the 'Club').

1.2 The objectives of the Club shall be, primarily, to foster and promote the game of bowls and additionally, other games and social activities within the framework of the club. To encourage players to attain a higher standard of skill and proficiency by entering and organising bowling competitions; also by arranging friendly games within the club.

1.3 To provide rules governing Club bowling competitions and other games and social activities.

1.4 The Club shall adopt and conform to the current Laws of the Sport of Bowls.

1.5 To provide and maintain buildings and other property belonging to the club to facilitate the Club's activities.

1.6 The Club shall be affiliated to Bowls England and the English Bowling Federations, or any future equivalent.

Section 2: Membership

2.1 Membership Classes, rights and Privileges

2.1.1 The Club has different classes of membership and subscription on a non-discriminatory and fair basis. There shall be the following categories of membership with power to vote at all relevant meetings of the Club as indicated hereunder.

(a) A FULL MEMBER – being a person who, at the date of election, shall have attained the age of eighteen years. They shall be entitled to stand for office and to vote at Annual General Meetings. A full member shall have the full use of all Club facilities. They will be eligible to play in County leagues and enter, National, County and Club Competitions.

(b) A 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. A junior member shall have the full use of all Club facilities subject only to 8.4 of this Constitution. They will be eligible to play in County leagues and enter, National, County and Club Competitions as appropriate.

(c) A LIFE MEMBER – shall be entitled to stand for office and to vote at Annual General Meetings. They will have the full use of all the club facilities. They will be eligible to play in County leagues and enter, National, County and Club Competitions.

(d) A ROLL-UP MEMBER – shall have no vote. A roll-up member shall have the full use of all Club facilities. If they wish to play in County leagues or enter National, County or Club competitions, they will have to upgrade to full member prior to participation.

(e) A SOCIAL MEMBER – shall have no vote. A social member shall have the full use of the Club-house facilities. Applications to become a social member may only be considered if the total number of social members shall be under forty percent of the total membership of the club

2.1.2 Applications or nominations for membership should be given to the Honorary Secretary, who will present to the next Management Committee (hereinafter referred to as 'the Committee') for consideration. The Committee reserves the right to approve or reject as they think fit. No applicant or nominee may use the Club premises, or any of the facilities of the Club, until forty-eight hours have elapsed from the date of application.

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

2.2 Membership Subscription Fee

2.2.1 The rate of 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 April. The current rate of Subscription Fee,

for each class of membership shall be prominently displayed on the Club's Notice Board.

(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 Committee may refuse membership or 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 Committee. If consideration of removal of membership is as a result of a disciplinary issue, the procedure to be adopted shall be that as set out at point 2.5.2 of this Constitution.

2.2.2 All members shall pay their first annual subscription fee upon election to the Club and thereafter by 31 May .

2.2.3 In exceptional circumstances, the Management Committee reserves the right to review and vary fees, and conditions of membership.

2.3 Members' duty to provide contact details

2.3.1 In accordance with Government General Data Protection Regulations, (GDPR), all categories of membership will be required to complete an annual registration form which will be used to record and update the Register of Members. Any notice sent to such address/es either by post or electronically shall be deemed to have been duly delivered. This register will be kept by the Honorary Secretary.

2.4 Election and retirement of members

2.4.1 Application for membership

(a) An application for membership shall be in the form prescribed by the Committee and shall include the name and contact details of the candidate.

2.4.2 Election of Members

(a) Upon receipt of an application for membership, there shall be an interval of at least two days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Committee may refuse applications only for good cause such as conduct likely to bring the Club into disrepute. The Honorary Secretary shall inform each candidate in writing of the candidate's election or non-election. The Honorary Secretary shall furnish an elected candidate with a copy of the Rules of the Club, (eg Constitution, Safeguarding Policy GDPR, or equivalent documents), and make request for such payments as are necessary.

2.4.3 Payment of Fees upon Election

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

2.4.4 Retirement/ Resignation of a member

(a) A member wishing to resign or retire their membership shall give notice in writing to the Honorary Secretary before 30 April and shall not then be liable to pay the subscription for the following year.

(b) A member who retires or resigns in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

2.4.5 Arrears of Subscription

(a) 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.

2.5 Conduct of Members

2.5.1 Under-taking by members to comply with rules

(a) 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.

2.5.2 Disciplinary action against members

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

(b) Should any member be expelled, the former member shall not be entitled to have any part of their annual membership fee, or any other fees refunded and must return any property belonging to the Club.

2.5.3 Complaints

(a) Complaints of any nature shall be addressed in writing to the Honorary Secretary within 30 days of the issue.

2.5.4 Members of other Bowls England Affiliated Clubs

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

2.6 Limitation of Club liability

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

2.6.2 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.

2.6.3 Membership of the Club and acceptance of these Club 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.

Section 3: Executive Committee

3.1 The Executive Committee of the Club shall be Full Members of the Club and shall consist of the President, Chair, Vice Chair, Honorary Treasurer, Honorary Secretary. Officers shall be elected at the Annual General Meeting and shall hold office for the period of election, retiring at the end of the period of election. 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.

Section 4: Management Committee

4.1 Composition of Management Committee

4.1.1 The Management Committee, (hereinafter referred to as the Committee) shall consist of the Executive Committee, Club Captain, Ladies Secretary, Programme Secretary, a Member from the Floor, a representative from the Green and Bar sub committees, 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 14 days before the date of the Annual General Meeting in each year.

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 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 vacancy occurs, 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.

4.1.7 Additional responsibilities of the club can be held either by existing Committee members or Full members, e.g. Safeguarding, Development and Entertainment.

4.1.8 No member regardless of category or class of membership shall be eligible to stand for office if they have been found guilty of misconduct or other serious charges held by the committee or found guilty of an offence which may be deemed harmful to the club or its reputation. Eligibility for office of such a member may be considered after an appropriate period of time and/or at the discretion of the Committee or its advisors.

4.2 Committee Meetings

4.2.1 The Committee shall endeavour to meet monthly making such arrangements as to the conduct, place of assembly and date 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 50% +1 of members of the Committee 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 objectives 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 Except in particular circumstances, and with the approval in writing of all the members of the Committee, no member of the Committee shall take or hold any interest in any property belonging to the club otherwise than as a trustee. Nor to receive any renumeration or interest in the supply of work or goods at the cost of the club.

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.

4.4.2 The Club has the following Sub-Committees

(a) The Green sub-committee shall be responsible for the usage, care and upkeep of the green and its surrounds.

(b) The Bar sub-committee shall be responsible for the purchase and sale of beers, wines, spirits and other bar sales. For the management of the bar and safe custody of bar stock and money.

A representative from each of these sub-committees will attend the Management Committee.

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 Members of the committee acting with authority of club members shall be entitled to be indemnified against any liabilities properly incurred by them, either acting as a group or singularly. This includes contracts on behalf of the club that have been duly authorised or reasonably assumed to have been authorised. **See item 4.8.1 of this constitution**

(a) Indemnity Clause
Each member not entitled to be covered by any insurances, shall be entitled to be indemnified out of all funds available to the Club. Such indemnities must be lawfully allowed to be applied against all costs, expenses and liabilities whatsoever that have been reasonably incurred by such a person during proper execution and discharge of duties undertaken on behalf of the Club and which were incurred in good faith in the purported discharge of duties.

(b) 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.

(c) Provided that any such member so indemnified has been properly authorised in relation to the duties undertaken on behalf of the Club by the Committee.

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

4.9.1 The Committee may nominate for election at an Annual General Meeting such Life Members as the Committee may think fit.

4.9.2 The election of Life Members shall be placed before the Annual General Meeting each year and such Life Members shall be duly elected if 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, but a maximum of four who shall be appointed from time to time as necessary by the Committee of the Club, where possible from among Full or Life Members who are willing to be so appointed. If a trustee cannot be found within the existing membership, the committee have the power to appoint an appropriate person. The Chair, Honorary Secretary or Honorary Treasurer may not act as Trustees whilst holding that office. Any Trustee who is adjudged bankrupt or becomes bankrupt may not stand as a Trustee and shall resign forthwith.

5.2 A Trustee shall hold office for a maximum term of 5 years, after this period the same or a new Trustee will be appointed by the Committee for the next term. Prior to the completion of a 5 year term, a Trustee may resign by notice in writing to the Honorary Secretary, or until a resolution removing them from office be passed at a meeting of the committee by the majority comprising two thirds of the members present. Written notice of such action will be given to the Trustee by the Honorary Secretary as directed by the Committee.

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 or her 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. No contract, either verbal or written, shall be entered into with a third party by any Trustee without written consent of the committee. No Trustee shall act independently of other appointed Trustees and shall have no influence through personal differing opinions on decisions made by the committee outside of normal opinions afforded to all club members, including general running of the Club by the Committee on behalf of its members/beneficiaries.

5.5 The Trustees shall effectually be indemnified by the members of the Club out of the assets of the Club from and against liability, costs, expenses and payments which may be properly incurred or made by them in the exercise of their duties or relation to the property of the Club invested in them, or in relation to any to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club. Indemnity for personal liability of Trustees will be excluded if acting outside the Committee's instructions, acting negligently outside of their duty of care that may be reasonably expected, acting fraudulently or causing a deliberate breach of trust. Trustees can be removed for such acts and no protection is afforded to third parties involved. Trustees must declare any conflict of interest to the Committee immediately and before any action is taken on behalf of the Committee or Club beneficiaries.

Section 6: Annual General Meeting

6.1 An Annual General Meeting of the Club shall be held each year in the month of October on a date to be fixed by the Committee, unless there are exceptional circumstance, when the AGM should be held as reasonably possible thereafter. The Honorary Secretary shall at least 14 before the date of such meeting circulate to each member notice hereof and of the business to be brought forward thereat. This may be either by post or electronically.

6.2 No business, except the approval of the Accounts and the election of the Officers, Committee and Trustees, 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.

6.3 The Committee may at any time, upon giving 21 days notice in writing, call an Extraordinary General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.

6.4 The Committee shall call an Extraordinary General Meeting upon a written request addressed to the Honorary Secretary by the Executive Committee, the Management Committee or on receipt of a Notice of Motion signed by at least 20 per cent of the members. The Committee shall meet within 14 days of the request in order to call an Extraordinary General Meeting. The Committee shall give 21 days notice in writing of any such Extraordinary General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.

6.5 At every meeting of the Club the club Chair will preside, or in their absence, a Chair elected by a majority of those present shall preside.

6.6 50% + 1 of members entitled to vote at the relevant meeting and personally present shall form a quorum at any Annual General Meeting of the Club.

6.7 Only Full Members or Life Members shall vote at any Annual General Meeting of the Club. Other members may attend and speak but are not entitled to vote.

6.8 All voting shall be by show of hands, with the exception being when two or more members puts themselves forward for any position, this will be carried out by secret ballot. (al 1)

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

6.10 The Club full members, with a quorum of 60%, and a majority vote of 75%, may, at an Extraordinary General Meeting, make and alter the rules for the management of the Club.

Section 7: Dissolution of the Club

7.1 If, at any Annual General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, the Honorary Secretary shall immediately convene an Extraordinary General Meeting to be held not less than one month thereafter to discuss and vote on the resolution.

7.2 If, at that Extraordinary 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 or trustees of the Club.

7.4 Upon dissolution of the Club, the Trustees shall hold the net assets (including Property) in the name of the club until an appropriate time has elapsed to allow for the possible re-forming of a similar sports club on the same site. In any case the assets shall be held for a minimum of one year after dissolution. No member or trustee shall benefit financially from any dissolution transactions.

7.5 Upon dissolution of the Club and an appropriate time has elapsed as in 7.4 above, the trustees shall give or transfer the remaining net assets remaining to:
Firstly - A properly re-formed bowls club on the same site
Secondly - Another local sports club with similar purposes.

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 Club Safeguarding Policy 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 and Laws of the United Kingdom

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 as detailed at Annex B.

8.5 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 instruction of the Committee.

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

8.7 All suggestions shall be entered in the suggestion book/suggestions box and signed by the member.

8.8 The members acknowledge this document constitutes a legally binding contract to regulate relationship of the members with each other and the club.

Appendix A: Officers of the Club

This appendix is for information only, to provide members with an indication of the elected officers duties.

President

- To represent the Club on match days and other special events;

Chair

- To Chair all relevant meetings of the Club;
- To have the casting vote at all relevant meetings of the Club in the event of equality;

Vice Chair

- To deputise for the Chair as appropriate

Honorary Secretary

- To keep a register of Club members' contact details;
- To conduct the correspondence of the Club;
- To keep custody of all Club documents;
- To keep full minutes of all meetings of the Club, including the Committee and all Sub-Committees;

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 administer such insurance policy or policies as may be needed to fully protect the interests of the Club, its Officers and its members.

Club Captain

- To arrange internal competitions for Club members to participate in.

Programme Secretary

- To put together the Annual Club Programme for printing;
- To arrange friendly matches with other clubs;
- To assist Club Captain in arranging internal club competitions.

Ladies Secretary

- Attend County meetings and report all County decisions;
- Collate and enter County competition entries;
- Organise Club Ladies' meetings;
- Maintain noticeboard information with regards to County, League, etc;
- Attend Club Committee meetings.

Development Officer (As may be appointed)

- To recruit and retain members to the Club.

Safeguarding Officer (As may be appointed)

- To act as a point of contact for bowlers of all ages

District/County Delegate (As may be appointed)

- To act as a liaison between the Club and other relevant associations

Press Officer (As may be appointed)

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

Appendix B: 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 Bar 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 and any restrictions imposed from time to time by the Licencing Authority) 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).

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 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.

EXECUTIVE COMMITTEE SIGNATURES

POSITION	NAME	SIGNATURE
President	Christopher Millard	
Chair	Richard Coles	
Vice chair	Gina Day	
Honorary Secretary	Joy Kent	
Honorary Treasurer	Richard Adams	