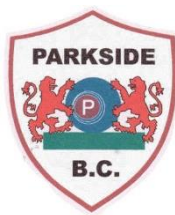


Parkside Bowling Club



Club Constitution

Issue 3 May 2023

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Section 1: Name and Objectives

- 1.1 The name of the Club shall be Parkside Bowling Club (hereinafter referred to as the 'Club').
- 1.2 The Club shall be affiliated to Bowls England, Bowls Hampshire and Southampton & District Bowling Association.
- 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 Eastleigh Area. The Club shall be a non-profit making organisation.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the Laws of the Sport of Bowls.

Section 2: Membership

- 2.1 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. The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. At least 50% shall be full members
- 2.2 The Management Committee may refuse membership 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.

- 2.3 Application for membership shall include the name, address and contact details. A proposer and seconder is not required. Upon receipt of an application there shall be an interval of at least two days before the application is considered by the Committee. The election of members is vested in the Committee and shall be by simple majority vote. The Secretary shall inform each candidate in writing or by email of the Committee decision and request payment or arrange a refund where applicable. Each newly elected member shall be provided with a copy of the Club Handbook and Club Rules.
- 2.4 Categories and votes of Membership
- a) Full Member - a person who has reached the age of eighteen when joining shall have one vote.
 - b) Junior Member - a person who is under the age of eighteen when joining shall have no vote.
 - c) Honorary/Life Member - one vote.
 - d) Social member - no vote.
 - e) Temporary member - no vote
- 2.5 Rights and privileges of members
- a) Full Member - full use of all Club facilities.
 - b) Junior Member - use of all Club facilities subject to compliance with the Licensing Act.
 - c) Honorary/Life Member - full use of all Club facilities.
 - d) Social Member - full use of the Club-house facilities.
- 2.6 Non-Members
- The Club shall make two rinks available to non-members who have paid the appropriate fee unless prior arrangements have been made by the Club. Adequate notice of non-availability should be clearly displayed on the Club premises.
- 2.7 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.

Section 3: Subscriptions and Fees

- 3.1 Subscriptions and fees for each category of Membership shall be proposed by the Committee to the members at the Annual General Meeting in each year. Any changes shall be approved by a majority of those present and entitled to vote at the meeting and will apply from the start of the of the next season i.e. 1st April.
- 3.2 Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.
- 3.3 Membership subscriptions are payable by March 14th each year.
- 3.4 There shall be no reimbursement of fees or subscription, in full or part, where membership ceases by resignation, suspension or termination.
- 3.5 Affiliation fees for Full Members, Junior Members and Honorary/Life Members shall be payable to Bowls England, Bowls Hampshire, and Southampton & District Bowling Association as applicable.
- 3.6 The Club Committee may refuse membership or remove it, only for good cause such as conduct likely to bring the Club or sport into disrepute.

Section 4: Conduct and Grievances

- 4.1 Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with the Club Constitution and Rules.
- 4.2 Disciplinary matters will be dealt with in accordance with the Bowls England Regulation for Misconduct (Regulation No. 9). A Club Disciplinary Panel shall consist of three members none of whom shall have any previous involvement or material knowledge of the complaint. Any appeal against the Panel's decision shall be made to Bowls Hampshire.
- 4.3 Complaints of any nature shall be addressed in writing to the Secretary who will arrange for the matter to be considered by the Management Committee. The findings will be conveyed in writing to the member(s).

Section 5: Officers

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

Executive Officers

Secretary

Treasurer

Non-Executive Officer

President

- 5.2 Officers shall be elected at the Annual General Meeting and shall hold office for one year. All Officers shall be eligible for re-election to the same office or another office at the end of their current period of election.
- 5.3 Posts can be job shared where practicable. Members cannot become Officers if concurrently holding office in another outdoor bowling club.

Section 6: Management Committee

- 6.1 The Committee shall consist of the President, Executive Officers and not less than 4 nor more than 8 Full Members elected at the Annual General Meeting to hold office for the term of their elected period.
- 6.2 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 Secretary at least twenty eight 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.
- 6.3 The Committee may appoint sub-committees as necessary and delegate powers as it thinks fit upon such terms and conditions deemed expedient and/or required by the law.
- 6.4 The Committee shall manage the affairs of the Club including financial matters. 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.

- 6.5 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.

“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”.

- 6.6 Committee meetings shall take place on no fewer than four occasions during the year and may be held virtually if required.
- 6.7 The quorum shall be 5 members and must include 1 Executive Officer. Decisions will normally be by consensus but otherwise by simple majority vote. In the event of a tied vote the Chairperson (normally the President) shall have a casting vote.
- 6.8 A record of proceedings should be kept and this may be carried out electronically.
- 6.9 Any conflict of interest must be declared to the Chairperson. The Chairperson will determine if the person may remain in the meeting and/or vote when the item is discussed.

Section 7: Annual General and Special Meetings

- 7.1 The Annual General Meeting of the Club shall normally be held in November on a date to be fixed by the Committee. A virtual meeting may be held if required.
- 7.2 The Secretary shall at least fourteen days before the date of such meeting circulate the agenda to each member. This may be either by post or electronically.
- 7.3 No business, except the passing of the Accounts and the election of the Officers, Committee, 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 Secretary at least 28 days before the date of the Annual General Meeting.
- 7.4 Only Full Members and Life Members are entitled to vote. They shall have one vote. In the event of a tied vote the Chairperson (normally the President) shall have a casting vote.
- 7.5 The AGM shall: Receive reports from the President, Secretary, Treasurer, and approve the examined accounts for the year ending 30th September. It shall also elect Officers and Committee members.
- 7.6 The Committee may at any time, upon giving twenty one days notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 7.7 The Committee shall call a Special General Meeting upon a written request addressed to the Secretary signed by at least 5 full members. The Committee shall meet within 7 days of the request in order to call a SGM. The Committee shall give twenty one days notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 7.8 At every meeting of the Club the President will preside, or in their absence, a Chair elected by a majority of those present shall preside.
- 7.9 21 members entitled to vote at the relevant meeting and personally present shall form a quorum at any General Meeting of the Club.
- 7.10 Voting, except upon the election of members of the Committee, shall be by show of hands. In the case of an equality of votes the Chairman (or other nominated person) shall have a second or casting vote, on any matter.

- 7.11 Any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote. [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 8: Insurances and Indemnities

- 8.1 Each member of the Club (to the extent that such person is not entitled to recover under any policy of insurance) shall be entitled to be indemnified out of all funds available to the Club which may lawfully be so applied against all costs, expenses and liabilities whatsoever [reasonably] incurred by such person in the proper execution and discharge of duties undertaken on behalf of the Club arising there from, or incurred in good faith in the purported discharge of such duties. (Save in any such case where any costs, expenses and liabilities arise in connection with any negligence, default, breach of duty or breach of trust).
- 8.2 To meet the obligation in 8.1, the Club shall hold insurance covering Civil and Employers' Liabilities.
- 8.3 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.

Section 9: Dissolution of the Club

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 10: Miscellaneous

10.1 Safeguarding

The Club shall adhere to the Safeguarding Policy of Bowls England and will ensure that all Club documentation relating to this is clearly displayed within the club premises for Members and Visitors.

The Club adopts and follows all policies and guidelines approved by Bowls England alongside UK Anti-Doping Rules and all procedures set out in Bowls England Regulation 9, 9A and 9B. Our club and members will abide by all sanctions, recommendations and/or decisions from the Safeguarding Case Management Panel and/or National Disciplinary Panel.

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