

21. Proceedings of the Management Committee

- 21.1 No business at a meeting of the Management Committee is to be transacted if the persons attending it do not constitute a quorum.
- 21.2 A quorum of the Management Committee is to be transacted shall be defined as 7 members of the Management Committee present in person.
- 21.3 If the total number of members of the Management Committee in office for the time being is less than the quorum required, the members of the Management Committee must not take any decision other than a decision:
- 21.3.1 to appoint further members of the Management Committee; or
 - 21.3.2 to call a general meeting so as to enable the members of the Club to appoint further members of the Management Committee.
- 21.4 Any person holding more than one position on the Management Committee shall only be entitled to one vote.

BECOMING AND CEASING TO BE A MEMBER

22. Applications for Membership

- 22.1 The members of the unincorporated association known as the Dunstable Town Bowling Club as at the date of incorporation of the Club and such other persons as are admitted to membership by the Management Committee in accordance with these Articles, shall be the members of the Club.
- 22.2 A prospective member of the Club shall, on request, be provided with access to the Constitution and the Rules of the Club in order for them to submit to the Club a completed application for membership in the form prescribed by the Management Committee from time to time, such form to include the name, address and contact details of the candidate.
- 22.3 Upon receipt of an application for membership, there shall be an interval of at least two days before the meeting of the Management Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Management Committee and shall be a simple majority vote of those of the Management Committee. The Management Committee may

refuse applications only for good cause such as conduct likely to bring the Club into disrepute. The Secretary shall inform each candidate in writing of the candidate's election or non-election, and make request for such payments as are necessary for the purposes of Article 22.4.

- 22.4 Confirmation of membership shall be subject to advance payment of the entry fee and subscription.
- 22.5 For the avoidance of doubt 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.
- 22.6 Where the Management Committee has rejected a membership application, the applicant has the right to appeal this decision to the Board, who may review the application and approve the applicant's membership.
- 22.7 The levels of joining fees and annual subscriptions to be paid by the different categories of members at the annual general meeting as referred to in Article 26.2.3 provided that the members shall use their best endeavours to ensure that the fees that they set do not preclude open membership of the Club. Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

23. Conditions of Membership

- 23.1 All members shall be bound by and subject to these Articles and any Rules, including its code of conduct as set by the Management Committee.
- 23.2 The members shall pay any joining fees and annual subscription set by the Management Committee. Any member whose subscription fee is not paid in full by such date as decided by the Management Committee shall be deemed to have resigned their membership of the Club.
- 23.3 Subject to Article 25, the Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this Article 23.

24. Categories of Membership

24.1 The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. These classes of membership (and the rights and obligations of the members of those classes, including whether or not those members are to be Voting Members) shall be set by the Management Committee, and may include:

24.1.1 A Full Member – a member who, at the date of election, shall have attained the age of 18 years and who is designated as such by the Management Committee. A Full Member shall be a Voting Member;

24.1.2 A Junior Member – a member who, at the date of election, is under the age of 18 years and who is designated as such by the Management Committee. A Junior Member shall not be a Voting Member;

24.1.3 A Life Member – a member who is nominated for appointment as a Life Member by the Management Committee in consideration of outstanding services to the Club, and whose appointment as such is approved by the members at an AGM. A Life Member shall be a Voting Member;

24.1.4 An Honorary Member – a person (not necessarily a member or former member) who is designated as such by the Management Committee. An Honorary Member shall not be a Voting Member;

24.1.5 A Social Member – a member who is designated as such by the Management Committee. A Social Member shall have full use of the Club house facilities but shall not have use of the green or be a Voting Member; and

24.1.6 An Associate Member – either:

24.1.6.1 a member from a visiting club or team for the day of a match or an event in which they are taking part or supporting; or

24.1.6.2 any person who is not otherwise a member of the Club but who participates in fund raising social events which the Club may organise from time to time. An Associate Member shall not be

a Voting Member, and the terms of membership of an Associate Member shall be as further referred to in Article 24.2.

24.2 An Associate Member shall not pay any membership fee but may take part in social activities of the Club, including use of the bar. An Associate Member shall not have the right to use the green other than as a player visiting to play a match approved by the Committee, or as a guest of a Full Member.

25. Termination of Membership

25.1 A member may terminate their membership of the Club voluntarily by giving 7 days' written notice to the Club.

25.2 A membership terminates automatically when that person dies or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or any Rules made pursuant to the Articles.

25.3 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, only for good cause such as conduct likely to bring the Club or sport into disrepute, or otherwise in connection with the breach of any condition of membership set out in Article 23. All disciplinary matters will be dealt with in accordance with Bowls England Regulation 9 (Misconduct) (as amended or replaced from time to time).

25.4 Membership is not transferable.

25.5 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Club, and has no right to the return of any part of their subscription.

ORGANISATION OF GENERAL MEETINGS

26. Annual General Meetings

26.1 The Club shall hold a general meeting in every calendar year before 8th December as its annual general meeting at such time and place as may be determined by the Management Committee and shall specify the meeting as such in the notices calling it.

26.2 The annual general meeting shall be held for the following purposes:

- 26.2.1 to receive from the Treasurer the Club's accounts and the Treasurer's report as to the financial position of the Club;
- 26.2.2 to receive from the Management Committee a report of the activities of the Club since the previous annual general meeting;
- 26.2.3 to fix joining fees, subscriptions and other fees. In doing so, the members shall use their best endeavours to ensure that the fees set do not preclude open membership of the Club. Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating;
- 26.2.4 to vote on any resolution submitted by any Voting Member, which must (subject to Article 38.2 in relation to any proposed amendment to these Articles) be received in writing by the Secretary not less than 28 days before the annual general meeting and prominently displayed at the Club's premises for at least 21 days before the annual general meeting; and
- 26.2.5 to conduct the election of the members of the Board and the Management Committee in accordance with these Articles.

27. Notice of General Meetings

- 27.1 Any AGM or other general meeting shall be called by giving at least 14 clear days' written notice of the meeting. The notice of the meeting shall specify the time and place of the meeting and in the case of special business the general nature of that business.
- 27.2 Notice shall be given to all members entitled to attend and speak at a general meeting under Article 29.1.
- 27.3 Notice for an annual general meeting shall contain a copy of the accounts to be reported on at that annual general meeting as well as notice of any resigning members of the Board or the Management Committee under Article 19.1.
- 27.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

28. Extraordinary General Meeting

- 28.1 An extraordinary general meeting shall be called by the Secretary (or in their absence by the President) within 14 days of a request to that effect from the Management Committee, or on written request from no fewer than 10 Voting Members.
- 28.2 No other business shall be conducted at an extraordinary general meeting except that specified in the request.
- 28.3 The quorum for an extraordinary general meeting is as stated in Article 30 save that, where the extraordinary general meeting was called at the request of at least 10 Voting Members as referred to in Article 28.1, those present shall include at least 5 of the Voting Members who requested the meeting in order for the meeting to be quorate, or else the meeting shall be adjourned.
- 28.4 The provisions of Article 38.2 shall apply in relation to any resolution that is proposed in relation to any proposed amendment to these Articles.

29. Attendance and Speaking at General Meetings

- 29.1 A person is able to exercise a right to attend and speak at a general meeting when:
- 29.1.1 that person is aged 18 years and over;
 - 29.1.2 a member of the Club;
 - 29.1.3 present in person at the general meeting; and
 - 29.1.4 is able to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 29.2 A person is able to exercise the right to vote at a general meeting when:
- 29.2.1 that person is a Voting Member pursuant to Article 24.1 entitled to receive notice of the general meeting;
 - 29.2.2 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

29.2.3 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

29.3 The Management Committee may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

29.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

29.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

30. Quorum for General Meetings

30.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

30.2 Subject to Article 28.3, a quorum shall be defined as :

30.2.1 10% of the Voting Members present in person; or

30.2.2 15 Voting Members present in person,

whichever is the greater number.

31. Chairing General Meetings

31.1 The President shall chair general meetings if present and willing to do so. If the President shall be absent, or if at any meeting the President is not present within 15 minutes after the time at which the meeting was due to start:

31.1.1 the directors present, or

31.1.2 (if no directors are present) the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

31.2 The person chairing a meeting in accordance with this article is referred to as the **chair of the meeting**.

32. Attendance and Speaking by Directors and Non-Members

32.1 Directors may attend and speak at general meetings.

32.2 The chair of the meeting may permit other persons who are not members of the Club to attend and speak at a general meeting.

33. Adjournment

33.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

33.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

33.2.1 the meeting consents to an adjournment, or

33.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

33.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

33.4 When adjourning a general meeting, the chair of the meeting must:

33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

VOTING AT GENERAL MEETINGS

34. Voting: General

34.1 Every Voting Member shall be entitled to receive notice of, attend general meetings and cast one vote.

34.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

35. Errors and Disputes

35.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

35.2 Any such objection must be referred to the chair of the meeting whose decision is final.

36. Poll Votes

36.1 A poll on a resolution may be demanded:

36.1.1 in advance of the general meeting where it is to be put to the vote, or

36.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

36.2 A poll may be demanded by:

36.2.1 the chair of the meeting;

36.2.2 the Management Committee; or

36.2.3 five or more members present in person having the right to vote on the resolution or, if less, a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution.

36.3 A demand for a poll may be withdrawn if:

36.3.1 the poll has not yet been taken, and

36.3.2 the chair of the meeting consents to the withdrawal.

36.4 Polls shall be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be members) and fix a time and place for declaring the

result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 36.5 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair of the meeting directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 36.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

37. Amendments to Resolutions

- 37.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 37.1.1 notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
 - 37.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 37.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 37.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 37.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 37.3 With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 37.4 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.
- 38. Amendments to these Articles**
- 38.1 Unless otherwise specified, these Articles may only be amended at a general meeting by a special resolution of the Voting Members but not (if relevant) so as to jeopardise the Club's status as a Community Amateur Sports Club (as provided by statute) and not in any event to alter its Objects or its winding up or dissolution provisions.
- 38.2 Any proposed amendment to these Articles must be submitted to the Secretary not less than 42 days before the general meeting at which they are to be proposed.

ADMINISTRATIVE ARRANGEMENTS

39. Means of Communication to be Used

- 39.1 Subject to these Articles, anything sent or supplied by or to the Club under these Articles may be sent or supplied in any way in which the Act provides for such documents or information to be sent or supplied by or to the Club.
- 39.2 Subject to these Articles, any notice or document to be sent or supplied to a director or member of the Management Committee in connection with the taking of decisions by the Board or the Management Committee (as the case may be) may also be sent or supplied by the means by which that director or member of the Management Committee has asked to be sent or supplied with such notices or documents for the time being.
- 39.3 A director or member of the Management Committee may agree with the Club that notices or documents sent to that director or member of the Management Committee (as the case may be) in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

40. No Right to Inspect Accounts and Other Records

Except as provided by law or authorised by the Board or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a member.

DIRECTORS' INDEMNITY AND INSURANCE

41. Indemnity

41.1 In this Article 41:

41.1.1 a **Relevant Person** means any present or former director, Management Committee member, or employee of the Club;

41.1.2 a **relevant loss** means any loss or liability which has been or may be incurred by a Relevant Person in connection with that Relevant Person's duties or powers in relation to the Club

41.2 Subject to Article 41.3, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

41.2.1 a Relevant Person may be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by that Relevant Person in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by that Relevant Person in defending any civil or criminal proceedings, in which judgment is given in that Relevant Person's favour or in which that Relevant Person is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on that Relevant Person's part, or in connection with any application in which the court grants that Relevant Person, in their capacity as a Relevant Person, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Club's affairs; and

41.2.2 the Club may provide any Relevant Person with funds to meet expenditure incurred or to be incurred by that Relevant Person in connection with any proceedings or application referred to in Article 41.2.1 and otherwise may

take any action to enable any such Relevant Person to avoid incurring such expenditure.

41.3 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

41.4 The Board may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any Relevant Person in respect of any relevant loss.

42. Finance

42.1 All monies received by the Club shall be deposited in a bank or building society account in the name of the Club for such purposes.

42.2 All monies not required for immediate use shall be invested as the Board, in its absolute discretion, thinks fit.

43. Borrowing

43.1 Subject to these Articles, the Board may exercise all the powers of the Club to:

43.1.1 borrow money;

43.1.2 indemnify or guarantee;

43.1.3 mortgage or charge all or any part of the property of the Club;

43.1.4 create and issue debentures and other securities; and

43.1.5 give security either outright or as collateral security for any debt, liability or obligation of the Club.

44. Rules

44.1 The Management Committee shall have the power to make, alter or revoke Rules including, but not limited to, Rules:

44.1.1 creating regulations, standing orders and/or Rules for the better administration of the Club and to regulate the function, role and operation of committees to assist the Management Committee in the better administration of the Club;

44.1.2 detailing the different categories of membership of the Club, and the terms of such membership;

44.1.3 setting the Club's opening hours;

44.1.4 setting or adopting such other regulations or policies, including for example child protection, guest and equity policies, as the Management Committee thinks fit; and

44.1.5 in relation to licensable activities of the Club,

provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club (as provided by statute) and provided that the said Rules shall be consistent with these Articles and the Act.

45. Minutes

The Secretary, and in their absence such other member of the Board and of the Management Committee as the Management Committee shall elect, shall cause minutes to be made in books kept for that purpose of all proceedings and general meetings of the Club and Management Committee meetings.

46. Dissolution

46.1 The Club shall be wound up voluntarily whenever a special resolution is passed that the Club be wound up.

46.2 Upon dissolution of the club any remaining net assets shall be given or transferred to:

46.2.1 a registered charity with similar sports purposes to the Club;

46.2.2 another registered Community Amateur Sports Club with similar sports purposes to the Club; or

46.2.3 Bowls England for use by them in related community sports.