

# **KINGSLAND BOWLING CLUB'S CONSTITUTION AND RULES**

## **Section 1: Names and Objectives**

1.1 The name of the Club shall be Kingsland Bowling Club hereinafter referred to as the Club, and the Officers of the Club shall be the Executive Committee.

1.2 The Club shall be affiliated to Bowls England and the Mens and Ladies Sections of Bowls Herefordshire.

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 and around the Parish of Kingsland, Herefordshire.

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 Executive Committee shall be Full Members of the Club and shall consist of Chairman, Vice-Chairman, Captain, Vice-Captain, Secretary, Treasurer, Green Superintendent, Match Secretary, Competition Secretary, Social Secretary, Catering Manager, Building Controller, Mens and Ladies County Representatives and Bar Manager. The Executive Committee shall have the authority to appoint a Safeguarding (Welfare) Officer and co-opt a member or members, who shall be entitled to vote. At all meetings of the Committee, seven shall form a quorum, the Chairman having the casting vote. The Club President and Trustees may attend Executive Committee Meetings, but shall have no vote. Officers shall be elected at the Annual General Meeting (which will be held no later than 31<sup>st</sup> October) 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 3: Membership**

### **CATEGORIES, RIGHTS and PRIVILEGES**

3.1 The Club shall have different classes of membership and subscription on a non-discriminatory and fair basis. The categories and rights and privileges of membership are: (a) A Full Member - being a person who, at the date of election shall have attained the age of eighteen years, shall have full use of the Club's facilities, one vote, and the Club will pay their affiliation fee to Bowls Herefordshire. (b) A Junior Member - being a person who, at the commencement of the subscription year is under the age of eighteen (or in full-time education up to the age of 21 years), shall have full use of the Club's facilities (subject to licensing rules), no vote, and the Club will pay their affiliation fee to Bowls Herefordshire. (c) A Social Member who shall have full use of the Clubhouse's facilities and shall have no vote. At least 50% of the Club Membership shall participate in the amateur sport of outdoor flat green bowls.

3.1.1 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.

3.1.2 The Executive Committee may refuse membership or (subject to point 3.6.1 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.

### **SUBSCRIPTIONS**

3.2 The Annual 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> January of each year. Any person applying to join the Club as a Full Member on or after 1<sup>st</sup> July must pay 50% of the current annual subscription. The current rate of Subscription Fee shall be displayed prominently in the Clubhouse.

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

3.2.2 Upon election, a candidate shall pay, (within one calendar month), fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for the delay can be shown. Thereafter, Members should pay their annual subscription fee annually from 1st January of each year and no later than 1st March each year, subject to point 3.5.2 (Arrears).

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

#### APPLICATIONS

3.4.1 The application for membership shall be in the form prescribed by the Executive Committee and shall include the name, address and contact details of the candidate.

3.4.2 Upon receipt of an application for membership, there shall be an interval of at least three days, during which the application form shall be exhibited in the Clubhouse, before a meeting of the Committee at which the application for membership shall be considered. The election of all classes of members is vested in the Executive Committee and shall be a simple majority vote of the Executive Committee. The Executive 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, issue an elected candidate with a copy of the "Kingsland Bowling Club's Constitution and Rules", Fixtures Card and the "Club Handbook", and request such payments as are necessary. On receipt of the required deposit, the Secretary may loan Full Members a Club Key. The replacement of any lost Club Key shall be available at cost.

#### RETIREMENT, CANCELLATION AND TEMPORARY VISITORS

3.5.1 A member wishing to resign their membership shall give notice in writing to the Secretary before December 31st and shall not then be liable to pay the subscription for the following year. 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.

3.5.2 The Executive Committee will cancel, without notice being given, the membership of any member whose annual subscription is not paid by 1st March each year. If sufficient cause for a delay in payment is presented by the Member prior to 1st March, the Executive Committee may use its absolute discretion, to permit delayed payment, on an individual basis.

3.5.3 Full members may introduce someone for the purpose of playing by first entering his/her name and the visitor's name in the "Visitor's Book" and paying such a green fee as is determined by the Executive Committee at the beginning of each season. This fee shall be payable on each occasion of play, but such visitors and social members shall not be allowed to play on more than six separate days without applying to become a full member of the Club should they reside within ten miles of the Club. A person residing more than ten miles from the Club may, if approved by an Officer of the Club, become a temporary member on payment of the determined fee per day or pre-determined fee for a full week. Social members, visitors and temporary members shall not be entitled to take part in Competitions and Club Matches, or play on any days scheduled for Competitions or Club Matches. The "Visitor's Book" must also be used to introduce occasional social members.

3.5.4 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.

#### CONDUCT

3.6 Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with "Kingsland Bowling Club's Constitution and Rules" and the guidelines stated in the "Club Handbook".

3.6.1 The Executive Committee shall have the power to enforce disciplinary rules in relation to any misconduct at club level and at licensed tournaments. The Executive Committee's procedures will be in accordance with the clauses set out in the Bowls England Regulation 9. (A copy of this document which defines misconduct, procedures, appeals and penalties, is retained for reference by all members in the Clubhouse Committee Room.)

3.6.2 Members shall adhere to Kingsland Bowling Club's Dress Code. Details of the dress code will be decided by the Executive Committee at the beginning of each season and communicated to the membership via a notice on the notice board and in the changing rooms.

3.6.3 All members must comply with Kingsland Bowling Club's "Safeguarding" policies and procedures which provide protection for junior members (under 18 years) and vulnerable adults. The Executive Committee will appoint a Safeguarding (Welfare) Officer and ensure that the Club's safeguarding provision adheres to statutory requirements.

3.6.4 Should any question or dispute arise not provided for in the foregoing Rules, the same shall be referred to the Executive Committee and their decision shall be final.

#### COMPLAINTS AND LIABILITY

3.7.1 Complaints of any nature should be addressed in writing to the Secretary. Any complaints, disputes or grievances shall be addressed in accordance with Bowls England Policies and the related statutory regulations.

3.7.2 Limitation of the Club's liability requires each and every individual member of the Club to be bound by the following Rule which shall also be exhibited 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, Executive 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.

### **Section 4: Executive Committee**

#### COMPOSITION OF EXECUTIVE COMMITTEE

4.1.1 The Executive Committee shall consist of the Officers indicated in Paragraph 2.1 of this document that have been elected at the Annual General Meeting to hold office for the term of their elected period.

4.1.2 Notice of the AGM shall be given in writing to all members of the Club at least four weeks in advance, together with a request for nominations to the Executive Committee. 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 have been with their consent, duly proposed and seconded by Full Members of the Club. Nominations and the names of the proposers and seconders, which have been received in writing by the Secretary, shall be posted in the Clubhouse in advance of the Annual General Meeting.

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 AGM.

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 and entitled to vote at the AGM, vote in favour of such election. Should any Committee positions remain vacant; the Chairman can receive additional proposed and seconded nominations from Full Members who are present at the Annual General Meeting.

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 the Chairman (or other nominated person).

4.1.6 If, for any reason, a casual vacancy should occur, the Executive Committee may co-opt another person to fill such a vacancy until the following Annual General Meeting. Co-opted Committee Members shall be entitled to vote.

#### EXECUTIVE COMMITTEE MEETINGS

4.2.1 The Executive Committee shall usually meet on a monthly basis, making 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 Chairman (or other nominated person) shall be entitled to a second and casting vote.

4.2.3 Seven members being personally present shall form a quorum at a meeting of the Executive Committee.

4.2.4 Any conflict of interest must be declared to the Chairman (or other nominated person) prior to the start of the meeting. The Chairman (or other nominated person) will determine if the person may remain in the meeting and/or vote when the item is discussed.

#### POWERS OF THE EXECUTIVE COMMITTEE

4.3.1 The Executive Committee shall manage the affairs of the Club according to the Club's Constitution and Rules herein and shall cause the funds of the Club to be applied solely to the objects of the Club.

4.3.2 In particular the Executive 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 any surplus income or profits will be re-invested in the Club.

4.3.3 The Executive 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.

4.3.4 When transacting business for the Club members of the Executive Committee, or Sub-Committee or any member of the Club generally, shall disclose to third parties that they are acting on behalf of the Club.

4.3.5 The Executive Committee, or any person or Sub-Committee delegated by the Executive 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 Executive Committee. No one shall, without the express authority of the Executive Committee, borrow money or incur debts on behalf of the Club or its membership.

#### INDEMNIFICATION

4.4.1 In pursuance of the authority vested in the Executive Committee by members of the Club, members of the Executive 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. 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.

4.4.2 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 Executive Committee has been authorised to exceed such limit by a General Meeting of the Club.

4.4.3 The Executive Committee shall endeavour to ensure that the following clause is incorporated into contracts, leases, licences or other agreements entered into by the Committee and/or Trustees of the Club, as appropriate: "The liability of the Executive Committee and/or 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."

## **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 Executive Committee from among Full Members who are willing to be so appointed.

5.2 A Trustee shall hold office until they resign by notice in writing given to the Executive Committee or until a resolution removing them from office is passed at a meeting of the Committee by a majority comprising two-thirds of the total Executive Committee membership 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 Executive Committee shall nominate a replacement Trustee, 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 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 Executive 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 Executive 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 Executive Committee's directions, (which shall be duly recorded in the Minutes of the proceedings of the Executive Committee), but no purchaser, lessee or mortgagee shall be concerned to enquire if 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 An Annual General Meeting of the Club shall be held each year no later than 31<sup>st</sup> October, on a date to be fixed by the Executive Committee. The Secretary shall at least four weeks before the date of such meeting circulate to each member notice of the meeting and the Agenda that has been agreed by the Executive Committee.

6.2 Any member intending to introduce any additional special business at the Annual General Meeting must notify the same in writing to the Secretary fourteen days prior to the said meeting, copies of which will be posted on the Club Notice Board at least one week before the AGM.

6.3 The Executive Committee may at any time, summon an Extraordinary General Meeting of the Club to deal with 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.

6.4 The Executive Committee shall call an Extraordinary General Meeting upon a written request addressed to the Secretary signed by at least seven members. The Executive Committee shall meet as soon as possible after the receipt of the requisite number of requests in order to call an EGM. The Executive Committee shall provide notice to the general membership in writing at least twenty one days before any such EGM. 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 Chairperson will preside, or in their absence, a Chairperson elected by a majority of those present shall preside.

6.6 Twenty Members entitled to vote at the relevant meeting and personally present shall form a quorum at any General Meeting of the Club.

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

6.8 Voting shall be by show of hands (except upon the drawn votes in the election of Executive Committee Members). In the case of an equality of votes the Chairman (or other nominated person) shall have a second or casting vote, on any matter.

6.9 A Statement of Accounts for each season shall be prepared by the Treasurer, certified by an Accounts Examiner and then laid before the members at the Annual General Meeting.

6.10 Any resolution properly put to an AGM or EGM of the Club relating to the creation, repeal or amendment of any Club Rule 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: Play and the Green**

7.1 Members of the Club shall be eligible to enter any prize competition promoted by the Club providing Kingsland Bowling Club is their parent club. In addition, members must comply with point 3.2.2 in order to be eligible to have their name submitted or recommended for inclusion in County Bowling Association matches promoted by the Club.

7.2 The names of players in any pre-arranged matches will be posted on the Club's Noticeboard in advance of the day of play and selected members shall acknowledge their selection at least 24 hours before the commencement of the game.

7.3 The dates for opening and closing the green each season shall be fixed by the Executive Committee. The Club's Green shall be available to members at such times as the Executive Committee shall direct. Priority is given to Club Fixtures, County and Tourist Matches, Competitions, Tournaments and essential green maintenance. Details of these schedules and dates, including the "Rinks Calendar", shall be posted on the Club's Noticeboards.

7.4 The direction of the Prize Competitions and distribution of prizes shall be vested in the Chairman, Captain, Vice-Captain and Competition Secretary. In the event of a dispute arising between two or more members, the same shall be determined by the Executive Committee, whose decision shall be final. Finals Day or Days shall be held each season at the end of August or early September, the date(s) to be decided by the Committee and printed in the Club's Fixtures List.

5. Play shall be governed by Bowls England Rules and Regulations and the Crystal Laws of the Sport of Bowls.

7.6 The Green Superintendent (in liaison with the Chairperson) shall have the authority to decide whether the Green and/or the Club Car Park are fit for use or not. All Members must comply accordingly.

### **Section 8: Dissolution of the Club**

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

8.2 If at that EGM, the resolution is carried by at least two-thirds of the Members present, the Executive 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.

8.3 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.

8.4 Upon dissolution of the Club, the Executive 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 9: Miscellaneous**

9.1 No amendment or addition to this Constitution and Rules document shall be made except at an Annual General Meeting of the Club or at an Extraordinary General Meeting convened in accordance with paragraphs 6.2, 6.3, or 6.4.

9.2 The Club shall adhere to Bowls England's Equality and Diversity Policy, Child Protection Policy, Conflict of Interest Policy, Anti-Doping Policy and Complaints Procedures, together with any related statutory requirements and procedures.

9.3 The Club's Licence and the Bar shall adhere to the requirements of the Licensing Act (or any subsequent Act) with regard to the purchase and supply of excisable goods, (reference Appendix A).

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

### **Appendix A: Bar and Licensing Act**

The Club shall adhere to the requirements of the Licensing Act as highlighted below.

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 Executive 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.
3. The Club bar shall not be open to members before the hour of 10.00am and will remain open for thirty minutes only after normal permitted hours, except when an extension of hours is applied for and granted by the Hereford Council Licensing Unit. The premises may remain open for thirty minutes after the extension has expired.
4. The permitted hours for the sale and consumption of intoxicating liquor shall be the same as the general hours granted by the Hereford Council Licensing Unit for the licensed houses in the Parish of Kingsland save that on match days the licensing hours shall be varied to provide the supply of intoxicating liquor during and after matches provided that the total hours do not exceed those generally permitted and do not commence before those normally permitted and do not continue beyond their normal expiry.
5. Intoxicating liquor may be sold and supplied on behalf of the Club for consumption on the premises to visiting teams and players and supporters or any person taking part in any of the recreational or social facilities arranged by the Club and organised by the Executive Committee provided always that such persons shall have been introduced as visitors or temporary members and their names and addresses entered into the "Visitor's Book" upon entry to the Clubhouse.
6. 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.
7. Accounts of all purchases and receipts from excisable goods shall be kept by the Bar Manager and presented to the Treasurer in advance of the Annual General Meeting or to enable any statutory return or statement and the payment of any excise or other duty or tax to be made.