

ROTHLEY BOWLING CLUB - CONSTITUTION**1. Name and Objectives**

- 1.1 The Club shall be called the Rothley Bowling Club (hereinafter called ~~the Club~~) The Bowling Green and Pavilion is situated off Mountsorrel Lane Rothley.
- 1.2 The Club shall be affiliated to Bowls England and Bowls Leicestershire.
- 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.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the Crystal Laws of the Sport of Bowls. The Club will also conform to Bowls Leicestershire Rules & Regulations.

2. Membership

2.1 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 shall have one vote.
- (b) A JUNIOR MEMBER . being a person who, at the date of election, is under the age of eighteen shall have no vote.
- (c) A LIFE MEMBER . who shall have one vote.
- (d) A SOCIAL MEMBER . who shall have no vote.

2.2 Membership Joining Fee & Subscription Fee

2.2.1 The rate of Joining Fee (if any) and Subscription Fee for each category of Membership shall be proposed by the Management Committee to the members at the Annual General Meeting in each year.

- (a) Membership of the Club shall be open to anyone interested in the amateur 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 Management Committee may refuse membership or, subject to point 2.6.2 of this constitution, remove it, only for good cause such as conduct likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the members.

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

2.4 Election and retirement of members**2.4.1 Application for membership**

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

2.4.2 Election of Members

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. The Secretary shall furnish an elected candidate with a copy of the Constitution and Byelaws of the Club and make request for such payments as are necessary.

2.4.3 Nomination of Life Members by Management Committee

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

2.4.4 Payment of Fees upon Election

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 delay be shown.

2.4.5 Retirement of a member

- (a) A member wishing to resign their membership shall give notice in writing to the Secretary before 30th April and shall not then be liable to pay the subscription for the following year.
- (b) A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.

2.5 *Arrears of Subscription*

The Management 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 Management 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.

2.6 *Conduct of Members*

2.6.1 Under-taking by members to comply with rules

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

2.6.2 Disciplinary action against members

- (a) All disciplinary matters will be dealt with in accordance with Bowls England Regulation 9 (Misconduct)
- (b) Should any member be expelled, the former member shall not be entitled to have any part of the annual membership fee refunded and must return any property belonging to the Club.

2.6.3 Complaints

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

2.7 *Limitation of Club liability*

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

2.7.2 Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:

“Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:

(a) The Club will not accept any liability for any damage to or loss of property belonging to members.

(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Management Committee, Trustees or Servants of the Club.”

2.7.3 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.

2.8 The Secretary shall maintain a Register of Members.

2.9 The Secretary will issue each Member with a Membership Card/Certificate.

3. **Management Committee**

3.1 The Management of the Club shall be invested in the Club's Management Committee.

3.2 The Management Committee shall consist of its:

- Officers (see Section 3.3 below),
- 2 Green Officers
- Ladies Captain
- Mixed Captain
- Men's Monday League Captain (Loughborough & District BA Delegate)
- Men's Thursday League Captain (Loughborough & District BA Delegate)
- Ladies Friday League Captain
- Fixture Secretary
- Ladies Competition Secretary
- Men's Competition Secretary
- Safeguarding Officer
- Development Officer
- Bowls Leicestershire Delegates (Male and Female)

all of whom shall be elected at the Annual General Meeting. The Management Committee reserves the right to co-opt additional (non-voting) members for their specialist/technical expertise.

3.3 The Officers of the Club shall consist of the Chairman, the Secretary and the Treasurer.

3.4 The Club's Trustees shall be entitled to attend and participate in meetings of the Management Committee, and be entitled to vote provided they hold no other office (i.e. they shall not be entitled to more than one vote).

4. Powers and Responsibilities of the Management Committee

- 4.1 To ensure that the covenants on the Tenant's part contained in the Lease of the Club premises are observed and performed.
- 4.2 The Management Committee shall manage the affairs of the Club according to the Constitution and shall cause the funds of the Club to be applied solely to the objects of the Club.
- 4.3 In particular the Management 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.
- 4.4 To meet at least twice each year.
- 4.4 To keep accurate accounts of the finances of the Club through the Treasurer and to prepare a detailed budget covering anticipated income and expenditure for the forthcoming year. To present such budget to the Annual General Meeting together with a recommendation regarding subscriptions for the forth-coming year.
- 4.5 To monitor during the course of the year actual expenditure against the budget and take suitable remedial action where appropriate.
- 4.6 To deal with any emergencies that may occur during the year.
- 4.7 Six voting members of the Management Committee shall be required to form a quorum.
- 4.8 Voting shall be by show of hands. In the case of equality of votes the Chairman (or other nominated person in the absence of the Chairman) shall be entitled to a second and casting vote.
- 4.9 Any conflict of interest must be declared to the Chairman (or other nominated person in the absence of the Chairman) prior to the start of the meeting. The Chairman (or other nominated person in the absence of the Chairman) will determine if the person may remain in the meeting and/or vote when the item is discussed.
- 4.8 Any member of the Management Committee who is convicted of an indictable offence or who becomes mentally incapable shall immediately vacate his or her office.
- 4.9 *Appointment of Sub-Committees*
The Management 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. Such Sub-Committees shall consist of such members of the Management Committee or of the Club as the Management Committee may think fit. Officers of the Club shall be ex-officio members of all Sub-Committees.
- 4.10 *Disclosure of Interest to Third Parties*
- 4.10.1 A member of the Management 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.
- 4.11 *Limitation of Management Committee's authority*
- 4.11.1 The Management Committee, or any person or Sub-Committee delegated by the Management 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 Management Committee. No one shall, without the express authority of the Management Committee, borrow money or incur debts on behalf of the Club or its membership.
- 4.12 *Members' indemnification of Management Committee*
- 4.12.1 In pursuance of the authority vested in the Management Committee by members of the Club, members of the Management Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.
- 4.12.2 Each member of the Club shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of all funds available to the Club which may lawfully be so applied against all costs, expenses and liabilities whatsoever reasonably incurred by such person in the proper execution and discharge of duties undertaken on behalf of the Club arising there from, or incurred in good faith in the purported discharge of such duties.
- 4.12.2.1 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.
- 4.12.2.2 Provided that any such member so indemnified has been properly authorised in relation to the duties undertaken on behalf of the Club by the Management Committee.

4.13 *Contractual Liability*

- 4.13.1 The Management Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Management Committee and/or Trustees of the Club, as appropriate.

“The liability of the [Management 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.”

5. **Trustees**

- 5.1 The Lease of the Club premises shall be vested in the Trustees who shall hold the same in trust for Members of the Club.
- 5.2 There shall be Two Female and Two Male Trustees who shall be appointed from time to time as necessary by the Management Committee of the Club from among Full or Life Members who are willing to be so appointed.
- 5.3 A Trustee shall hold office until he or she shall die, they resign by notice in writing given to the Management Committee or until a resolution removing them from office be passed at a meeting of the Management Committee by a majority comprising two-thirds of the members present and entitled to vote.
- 5.4 For the avoidance of doubt it is declared that in the event of any valid claim being made against the Trustees or any of them pursuant to the Lease of The Club Premises all the Assets of the Rothley Bowling Club are available and at the disposal of the Trustees of The Club or any of them to satisfy any such claim and to indemnify the said Trustees or any of them in respect thereof.

6. **Finance**

- 6.1 A Bank account shall be maintained by the Management Committee which shall be called %Rothley Bowling Club Account+
- 6.2 Cheques shall be signed by any two of the Treasurer, Secretary and the Chairman.
- 6.3 The Financial year for the Club Accounts shall be from 1st October to 30th September.
- 6.4 Membership shall be from AGM to AGM and all membership subscriptions shall be made payable to %Rothley Bowling Club+by 30th April at the latest (unless date of joining comes later). No member will be eligible to play in any Club Matches or Competitions before the subscription has been paid.
- 6.6 The Club Accounts shall be audited before the AGM by Two Members who are not members of the Management Committee (known as Accounts Auditors). They shall provide a Report to the AGM.

7 **Annual General Meeting**

- 7.1 The Annual General Meeting of the Club shall be held in November each year on a date prior to the Bowls Leicestershire AGM.
- 7.2 The Secretary shall give 10 days notice of the meeting to all Members. This notice must include details of any motions and propositions that have been received for discussion at the meeting.
- 7.3 Notices of motions and propositions, Nominations (duly proposed and seconded) for Officers, remaining members of the Management Committee, Accounts Auditors, Ladies Vice-Captain, Ladies Friday League Vice-Captain and Mixed Vice-Captain must be received by the Secretary 21 days before the date of the Annual General Meeting
- 7.4 The quorum shall consist of one-third of the members who are entitled to vote and unless otherwise provided, all matters shall be decided by a simple majority of those present who are entitled to vote. In the event of equality of votes at any meeting, the Chairman (or other nominated person in the absence of the Chairman) shall be entitled to a second and casting vote.
- 7.5 The meeting must approve the Accounts for the previous year and determine the Membership Subscriptions for the coming year.
- 7.6 The Secretary shall keep a record of all meetings and transactions during the year and submit a report to the Annual General Meeting. The Meeting must approve the Minutes of the previous Annual General Meeting and any General Meetings held since the last Annual General meeting.
- 7.7 The meeting must elect the members of the Management Committee for the coming year.
- 7.8 The meeting shall elect Life Members in accordance with Section 2.4.3 above
- 7.8 The meeting shall elect the Accounts Auditors for the coming year.

8 Special General Meetings

- 8.1 The Management Committee may call a Special General Meeting at any time they think necessary.
- 8.2 Special General meetings may be called on written request to the Secretary signed by not less than 15 Members stating the reason for the meeting.
- 8.3 The Secretary shall give 7 days notice to all members of such meeting.
- 8.4 The quorum shall consist of one-third of the members who are entitled to vote and unless otherwise provided, all matters shall be decided by a simple majority of those present who are entitled to vote. In the event of equality of votes at any meeting, the Chairman (or other nominated person in the absence of the Chairman) shall be entitled to a second and casting vote

9. Alterations to the Constitution

No alteration or addition to the Constitution shall be made except at the Annual General Meeting or a Special General Meeting. No alteration of any such rule shall be allowed unless two-thirds of the Members present and entitled to vote, vote in favour.

10. Dissolution of the Club

- 10.1 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.
- 10.2 If, at that Special General Meeting, the resolution is carried by at least two-thirds of the Members present, the Management 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.
- 10.3 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.
- 10.4 Upon dissolution of the Club the Management 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.

11. Miscellaneous**11.1 *Safeguarding***

The club shall adhere to the Safeguarding Policies of Bowls England & Bowls Leicestershire and will ensure that all the contents are communicated to members and clearly displayed within the club premises for Members and Visitors.

11.2 *Equalities*

The club shall adhere to the Equality Policy of Bowls England.

11.3 *Drug and Alcohol Abuse*

No Member shall cause himself to become unfit to play through drug or alcohol abuse during the course of a game. The Club will adhere to the Anti-Doping Policy of Bowls England.

11.4

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

11.5 *Club Byelaws*

The Management Committee may make, vary and revoke Byelaws, provided that they are not inconsistent with the Constitution, for the administration and control of the day-to-day internal affairs of the Club. These Byelaws shall be binding on all Members.