

WINDLESHAM BOWLS CLUB

CONSTITUTION & RULES

Section 1: Name and Objectives

- 1.1 The name of the Club shall be 'Windlesham Bowls Club' (hereinafter referred to within this constitution as the 'Club').
- 1.2 The Club shall be affiliated to Bowls England, S.C.B.A., S.C.W.B.A., A. & D.B.A. and any other recognised body in the interests of the Club.
- 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 Windlesham, Surrey and surrounding area.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the current Laws of the Sport of Bowls.

Section 2: Officers of the Club

- 2.1 The Officers of the Club shall be Full, Student or Life Members of the Club and shall consist of

Chairperson
Hon. Secretary
Hon. Treasurer
Fixtures Secretary
Membership Secretary
Competition Secretary
Club Captain
Ladies Captain
Ladies Secretary
Greenkeeper
Fundraiser
Communicator
Up to two other Members.

Officers plus a Club Vice-Captain shall be elected at the Annual General Meeting and shall hold office for the period of one year, retiring at the end of the period of election. With the exception of the Chairperson, Club Captain and Club Vice-Captain all Officers of the Club shall be eligible for re-election to the same office or another office at the end of one year.

The Club Chairperson, Captain and Club Vice-Captain must be elected annually but no Members may serve in these offices for more than 3 consecutive years. If, after 3 consecutive years, no alternative Members are proposed and seconded for these offices then the current Officers may continue to serve, if they consent, until other Members are elected.

Section 3: Membership

- 3.1 Categories and votes of Membership
 - 3.1.1 The club may have different classes of Membership and subscription on a non-discriminatory and fair basis.
 - 3.1.2 There shall be the following categories of Membership with power to vote at all relevant meetings of the Club as indicated hereunder.
 - (a) FULL Members - being a person who, at the date of election, shall have attained the age of eighteen years and shall have one vote.

- (b) STUDENT Members - being a person who, at the date of election, shall have attained the age of eighteen years, be in full time education or equivalent and shall have one vote.
- (c) JUNIOR Members - being a person who, at the date of election, is under the age of eighteen years, and shall have no vote.
- (d) LIFE Members - being a person who, at the date of election, shall have attained the age of eighteen years and shall have one vote.
- (e) PRESIDENT and/or VICE PRESIDENTS - who shall have no vote unless they are also Full, Life or Student Members.
- (f) SOCIAL Members - who shall have no vote.

3.2 Rights and privileges of Members

3.2.1 The rights and privileges of each category of Membership shall be as follows:-

- (a) FULL Members shall have the full use of all Club facilities. Affiliation Fees shall be payable to the relevant Associations and Bowls England.
- (b) STUDENT Members shall have the full use of all Club facilities. Affiliation Fees shall be payable to the relevant Associations and Bowls England.
- (c) JUNIOR Members shall have the full use of all Club facilities subject to an adult Member being present when playing and to 8.3 of this Constitution. Affiliation Fees shall be payable to the relevant Associations and Bowls England.
- (d) LIFE Members shall have the full use of all the Club facilities. Affiliation Fees shall be payable to the relevant Associations and Bowls England.
- (e) PRESIDENT and/or VICE PRESIDENTS shall have the full use of the Club-house facilities.
- (e) SOCIAL Members shall have the full use of the Club-house facilities.

3.2.2 Candidates for Membership shall have no privileges whatsoever in relation to the use of the Club or premises until they have become a Members.

3.3 Membership Joining Fee & Subscription Fee

3.3.1 The rate of Joining Fee (if any) and Subscription Fee for each category of Membership shall be proposed by the Committee to the Members at the Annual General Meeting. The minimum recommended increase each year will be based on the September "Cost of Living Index"(CPI). The proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative from the 1st March. The current rate of Joining Fee (if any) and Subscription Fee shall be prominently displayed in the Club premises.

- (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 Club 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 Members. 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 3.6.2 of this Constitution.

3.3.2 All Members shall pay the Joining Fee (if applicable) and their first annual Subscription Fee upon election to the Club and thereafter by 28th February.

- 3.3.3 FULL, STUDENT & LIFE Members may use the Windlesham Club & Theatre for the period 1st April to 30th September on production of any membership cards requested by them.
- 3.4 Member's duty to provide contact details
- 3.4.1 Every Member shall furnish the Membership 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.
- 3.5 Election and retirement of Members
- 3.5.1 Application for Membership
- (a) An application for Membership shall be in the form prescribed by the Committee and shall include the name, address and contact details of the candidate.
- 3.5.2 Election of Members
- (a) Upon receipt of an application for Membership, it will be circulated to the Committee or presented at a meeting for consideration. The election of all classes of Members is vested in the Committee and shall be a simple majority vote of those of the Committee present. The Committee may refuse applications only for good cause such as conduct likely to bring the Club into disrepute. The Membership Secretary shall inform each candidate in writing of the candidate's election or non-election. The Membership Secretary shall furnish an elected candidate with a copy of the Rules and Bye-laws of the Club (see website) and make request for such payments as are necessary.
- 3.5.3 Payment of Fees upon Election
- (a) 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.
- 3.5.4 Retirement of a Member
- (a) A Member wishing to resign their Membership shall give notice in writing to the Membership Secretary before 28th February 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.
- 3.5.5 Arrears of Subscription
- (a) The Committee may cancel, without notice being given, the Membership of any Members 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 Members upon payment of arrears. No Members whose annual payment is in arrears may use the Club premises or vote at any meeting.
- 3.6 Conduct of Members
- 3.6.1 Undertaking by Members to comply with rules
- (a) Every Members, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Bye-laws and Regulations of the Club (see website).
- 3.6.2 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 within one month.
- 3.6.3 Complaints
- (a) Complaints of any nature shall be addressed in writing to the Honorary Secretary.

3.7 Limitation of Club liability

- 3.7.1 All references to the Club in this Section shall mean each and every individual Member of the Club from time to time.
- 3.7.2 Members are bound by the following Notice 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 by implication 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.”

- 3.7.3 Membership of the Club and acceptance of these Rules by the Members will be deemed to constitute consent to the holding of relevant personal data for the purposes of the current Data Protection Act. Details of the Club’s Data Protection Policy will be displayed on the Club Noticeboard and on the Club website.

Section 4: Management Committee

4.1 Composition of Committee

- 4.1.1 The Committee shall consist of the Officers being not less than 8 nor more than 15 Full, Student, Life Members, 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 eligible Members whose nominations (duly proposed and seconded in writing by eligible Members of the Club), with their consent, shall have been received by the Honorary Secretary at least twenty one days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted at the Club premises at least fourteen days prior to the date 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 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 the Chairperson or a previously nominated person.
- 4.1.6 If, for any reason, a casual vacancy shall occur, the Committee may co-opt another eligible Member to fill such a vacancy until the next following Annual General Meeting. Co-opted Members will be entitled to vote.

4.2 Committee Meetings

- 4.2.1 The Committee shall endeavour to meet at least six times per year 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 Chairperson (or other nominated person) shall be entitled to a second and casting vote.
- 4.2.3 Six Members personally present shall form a quorum at a meeting of the Committee.

- 4.2.4 Any conflict of interest must be declared to the Chairperson (or other nominated person) prior to the start of the meeting. The Chairperson (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 objects 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.
- 4.4 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
- 4.5 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 In pursuance of the authority vested in the Committee by Members of the Club, Members of the 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.
- (a) Indemnity:
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, 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.
- 4.7.2 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 a General 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 of the Club, as appropriate.
- “The liability of the Committee 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 Presidents, Vice Presidents or Life Members as the Committee may think fit.

- 4.9.2 Presidents, Vice Presidents or Life Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.
- 4.9.3 Presidents and/or Vice Presidents will be elected for a term of three years and may stand for re-election if they so wish.

Section 5: General Meetings

- 5.1 An Annual General Meeting of the Club shall be held each year in the month of October or November on a date to be fixed by the Committee. The Honorary Secretary shall at least fourteen days before the date of such meeting circulate to each Members notice hereof and of the business to be brought forward thereat. This may be either by post or electronically.
- 5.2 The following business only will be conducted at the Annual General Meeting:
- a) Appointment of two tellers from the Members present.
 - b) Receiving and voting on the Club's Accounts as at 30th September which will have been certified by the Club's Accounts Examiner.
 - c) Election of the Officers, President, Vice Presidents for the forthcoming year plus any new Life Members.
 - d) Voting on the Annual Subscriptions, Joining Fees, Match fees, and any other fees recommended by the Committee for the forthcoming year.
 - e) Voting on any proposition from the Committee provided 21 days notice has been given.
 - f) Voting on any proposition given in writing by a Member, entitled to vote, provided 21 days notice has been given to the Honorary Secretary and has been seconded by an eligible Member.
 - g) Voting on the election of an Accounts Examiner for the forthcoming year.
 - h) To receive the reports of the Chairperson and other Officers.
- 5.3 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 Notice convening the meeting, and the discussion at such meeting shall be confined to the business stated in the Notice sent to Members.
- 5.4 The Committee shall call a Special General Meeting upon a written request addressed to the Honorary Secretary signed by at least 12 eligible Members. The Committee shall meet within 14 days of the request in order to arrange such a Meeting. 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.
- 5.5 At every meeting of the Club the Chairperson will preside, or in their absence, a Chair elected by a majority of those present shall preside.
- 5.6 25% of Members entitled to vote at the relevant meeting and personally present shall form a quorum at any General Meeting of the Club.
- 5.7 Only Full Members, Student Members or Life Members shall be able to vote at any General Meeting of the Club. Other Members may attend and speak but are not entitled to vote.
- 5.8 Voting, except upon the election of Members of the Committee, shall be by show of hands.
- 5.9 In the case of an equality of votes the Chairperson (or other nominated person) shall have a second or casting vote, on any matter.
- 5.10 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Bye-law or Regulation of the Club must be passed 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 6: Club Bank Accounts & Books of Account

- 6.1 The Club shall maintain and operate a Bank Current Account and such other deposit or savings accounts as deemed necessary.
- 6.2 The Chairperson, Honorary Secretary and Honorary Treasurer shall be appointed as duly authorised signatories to these accounts.
- 6.3 Withdrawals by cheque from the Club's Accounts will require any two of these three authorised signatories. Withdrawals may also be made electronically provided the Honorary Treasurer has received written authority from another authorised signatory.
- 6.4 The Honorary Treasurer shall maintain the financial records of the Club and these shall be open to inspection by the Committee and/or Members.

Section 7: Dissolution of the Club

- 7.1 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.
- 7.2 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.
- 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 of the Club.
- 7.4 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 8: Miscellaneous

- 8.1 **Safeguarding:**
The club shall adhere to the Safeguarding Policy of Bowls England and will ensure that all the contents are communicated to Members and clearly displayed within the club premises for Members and Visitors.
- 8.2 **Equalities**
The club shall adhere to the Equality Policy of Bowls England.
- 8.3 **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.
- 8.4 The Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the Members with each other and the Club.

Section 9: RULES

1. Playing Times

The hours that the green is open for play will be displayed on a notice board in the Clubhouse. These hours may be varied from time to time by the Green-keeper, who will be the sole arbiter in determining if the green is fit for play.

2. Dress on Green

When participating in formally organised competitive events players and markers (including visitors) on the green will wear recognised bowling clothing appropriate for the event. At all other times Members, Guests and Visitors may wear smart-casual clothing while bowling on the green. Notwithstanding the foregoing, shoes with flat soles will be worn at all times.

3. Smoking on the Green

Smoking is not allowed on the green at any time. This includes vaping products.

4. Green Etiquette

Players should always observe bowling etiquette as outlined in the current Windlesham Bowls Club Handbook. (See website).

5. Guests

Guests are welcome to play at the Club provided they observe the Rules. Members bringing guests should ensure that appropriate footwear is worn and the playing surface is protected by using mats if necessary. They may play up to 3 times, excluding Open days, after which they are expected to join. There is a fee per visit ,except on Open Days, when no fee is payable. Guest fees will be decided by the Committee and displayed in the Clubhouse.

Players from other clubs who have been given permission to use the green for their own matches will be charged a fee per person to be decided by the Committee.

6. New Bowlers

New bowlers must attend Open days and/or practice sessions organised by the Club Coaches for assessment and approval before being permitted to play on the Green.

7. Rink Booking Priorities

Priorities for Rink Bookings are as follows:

- i) National Competitions
- ii) Surrey Competitions
- iii) Club Matches & Friendlies
- iv) West Surrey, A & D Competitions and other leagues.
- v) Club Competitions
- vi) Roll Ups

Where rinks are required for equal priority matches then they will be drawn.

Competitors needing a rink already booked must contact the Members concerned.

If there is a Club match or function organised by the Club the Members must contact the Club Captain.

In both the above cases at least 48 hours notice must be given.

8. Alcoholic Drinks

Members are not permitted to consume alcohol on the Site, including the Windlesham Bowls Club ("WBC"), unless it has been purchased from the Windlesham Club & Theatre ("WCT") or permission to do so has been obtained from the Management Committees of both the WCT and the WBC.

9. Duty Rotas

It is a condition of Membership of the Club that all playing Members shall take their turn when required on:-

- (i) Match tea duties
- (ii) Clubhouse cleaning duties

The Club Committee may grant exceptions to the above duties. The Club Committee shall have the power to terminate Membership, if after due warning, a Members fails to adhere to this condition. Playing Members in their first season are exempt from match tea and cleaning duties.