

# **CONSTITUTION and RULES**

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## **1. Title**

**1.1** The Club shall be known as/called '**Battle Bowls Club**' hereafter to be referred to as '**The Club**' and shall be affiliated to Sussex County Bowls and Bowls England.

## **2. Objects of The Club**

**2.1** To operate as a non-profit making organisation where all income is used to foster and promote the sport of flat green bowls at all levels, providing opportunities for recreation and competition for its members and guests.

**2.2** To play bowls in accordance with the rules and regulations of the game as laid down by Bowls England, or as amended by local authorities for individual leagues, tournaments or matches.

**2.3** To adopt the Safeguarding Policies and Guidelines (or any subsequent policy) as approved by Bowls England.

## **3. General Membership**

**3.1** Membership of the Club shall be open to any person, regardless of age, sex, sexual orientation, religious belief, ability or disability, ethnicity or race, who completes a membership application form and pays the relevant subscription fee as determined by the Club. Application/acceptance for Membership will be subject to approval by the committee and shall be supported by two members of the Club. Additionally, new members will be subject to a 90-day probationary period, which will commence from the date of acceptance by the committee. Where application/acceptance is made during the close season period, namely, 15th September to 31st March, then the 90-day probationary period will commence with effect from 1st April. The purpose of the probationary period will be to assess the applicant's suitability and conduct before acceptance is final. During this 90-day period they can be required to leave the Club without redress. Where Membership of the Club is terminated, their subscription fee will be refunded in full. Where the Member remains involved in any Club competition(s) the full competition fee will be returned. For the renewal of Membership all subscriptions and relevant competition fees must be paid on, or before the 1st of April for the ensuing year.

**3.2 Membership categories are:** - Member, Honorary Member and Persons who are in Full Time Education (excepting those persons employed).

### **3.2.1 Membership**

Members shall be entitled to make full use of the Club facilities, vote at meetings (see 3.2.3) and will have the opportunity to participate in all matches and competitions.

### **3.2.2 Honorary Membership**

The Club President and Honorary Members shall be nominated by the committee and approved by the majority at an AGM. They shall enjoy the benefits of Membership without a subscription fee being levied.

### **3.2.3 Persons in Full Time Education**

Persons in Full Time Education (excepting those employed), on or before the designated commencement date for the ensuing year, shall have an entitlement to Membership at a reduced fee and be entitled to participate in all matches and competitions. Voting rights are only permitted for those who have attained the age of 18 years at the time of the Annual General or Special General Meeting.

## **3.3 Disciplinary Proceedings at Club Level**

**3.3.1** In all matters relating to discipline and allegations of misconduct, Bowls England Regulation 9 will apply as available at [https://www.bowlsengland.com/wp-content/uploads/2019/12/REGULATION\\_9\\_SEPTEMBER\\_2019\\_CLEAN.pdf](https://www.bowlsengland.com/wp-content/uploads/2019/12/REGULATION_9_SEPTEMBER_2019_CLEAN.pdf) or as later amended.

## **4. Committee Membership**

**4.1** The elected officers of the club are: -

Club President (non-executive). Chairperson.

Captain.

Secretary. Treasurer.

Fixtures Secretary. Membership Secretary. Greens Officer. Clubhouse Officer, Competitions Secretary

Together with up to two (2) other Members without portfolio if required, making a total Committee of up to twelve (12) Members. Multiple offices may be undertaken by a single committee member.

## **5. Election of Committee Members**

**5.1 Unless co-opted by the Committee (see 6.2.3) all Officers shall be elected at the Annual General Meeting of the Club, from, and by the Members.**

**5.2** All Officers are elected for a period of one year. They can be re-elected to the same office or another office the following year, excepting the Chairperson (see note below). **Note** the Chairperson shall only serve for a period of three consecutive years. After this term two years must have elapsed before considering re-election.

## **6. Committee Responsibilities**

**6.1** The day-to-day affairs of the Club shall be controlled by the elected Committee, delegated to the appropriate officer. The Committee shall meet at agreed intervals, and in any case not less than four times each year. In the absence of a Chairperson each meeting shall be chaired by a committee member elected in the meeting.

**6.2** The duties of the committee shall be: -

**6.2.1** To exercise control over the affairs of the Club, for and on behalf of the Members.

**6.2.2** To maintain accurate accounts of the finances of the Club through the elected Treasurer. Accounts should be available for scrutiny by Members. Additionally, accounts should be examined by the appointed accounts examiner before each Annual General Meeting. The Club shall maintain both current and savings accounts as required Cheques, Debit Card payments and online bank transfers drawn against Club funds shall be signed or approved by the Treasurer. Significant expenditure, such as payments in excess of £1000, shall be approved by at least one other committee member either by email or by a minute of a committee meeting.

**6.2.3** To co-opt additional Members to the Committee as Portfolio Officers and/or teams of volunteer members as is considered appropriate by the elected/designated officers of the Committee to address specific needs.

**6.2.4** To reach decisions on the basis of a majority vote. Where the voting is of equal number, the Chairperson shall have a second and casting vote to determine an outcome.

**6.2.5** Five (5) Committee Members shall determine a quorum at Committee meetings.

## **7. Annual and Special General Meetings**

**7.1** The Annual General Meeting (AGM) shall be held no later than the 31st of October each year. Twenty-one (21) clear days' notice, in writing, shall be given to Members of the impending AGM. Members wishing matters to be considered at the AGM must advise the Club Secretary, in writing, proposed and seconded by two members no later than 14 days prior to the Meeting taking place. The Secretary shall give 7 clear days' notice to Members of the scheduled agenda for the Meeting.

**7.2** The business of the AGM shall be to: -

**7.2.1** Confirm and accept the minutes of the previous AGM or any Special Meeting/s convened within the year and deal with any respective matters arising.

**7.2.2** To receive examined/verified Club accounts for the year, compiled and submitted by the Treasurer.

**7.2.3** To approve recommendations with reference to Member subscriptions for the following year.

**7.2.4** Receive annual reports of respective committee/portfolio officers.

**7.2.5** Elect an accounts examiner for the following year.

**7.2.6** Elect the Officers and Committee Members of the Club. Existing officers remain in office until the end of the meeting.

**7.2.7** Transact such other business which has been received by the Secretary within the prescribed time period (14 days) in advance of the AGM.

**7.3** Nominated candidates for election as Officers of the Club shall be made in writing to the Secretary at least 14 days in advance of the AGM date. Nominations shall be accepted for candidates nominated by the Committee or proposed by a member of the club and seconded by an additional member.

**7.4** At all General Meetings, the chair will be taken by the duly elected Club Chairperson or, in their absence, by a deputy appointed by those Members attending the Meeting.

**7.5** Decisions made at a General Meeting shall be determined by way of a majority vote, taken from those Members present at the meeting. In the event of an equal number of votes being cast, the Chairperson shall determine the outcome by way of a second/additional vote.

**7.6** A quorum for an Annual General Meeting or Special General Meeting shall be not less than one third of the Membership of The Club.

**7.7** Each Member shall have entitlement to one vote at General Meetings.

**7.8** Special General Meetings may be convened by the General Committee. Additionally, such Meetings may also be convened where the Secretary receives a request, in writing, from not less than twelve (12) Members of the Club. At least 21 days' notice of the Meeting shall be given.

## **8. Trustees**

**8.1** The Committee shall nominate three Trustees. The property of the Club shall be invested in the Trustees who may be instructed by the Committee to deal with the property as directed by a resolution (an entry in the Committee minutes shall be deemed conclusive evidence of this). The Trustees shall be indemnified against risk arising out of Club property. The Trustees shall hold office until death or resignation or until removed from office by the committee.

**8.2** Where a vacancy arises the committee shall nominate the person/s to be appointed as trustee/s. For the purpose of giving effect to such nominations the Chairperson is hereby authorised as the person to appoint new Trustees within the meaning of section 36 of the 'Trustees Act 1924' and shall by deed duly appoint the person/s so nominated by the committee.

## **9. Alterations/Changes to the Constitution**

**9.1** Any proposed alteration/change to the Constitution may only be considered at an Annual General Meeting or Special General meeting, convened with the pre-requisite period of written notice of the proposal. Any alteration/change or amendment must be duly proposed and seconded. Such alteration/change or amendment shall be carried if supported by not less than two-thirds of those

voting Members present at the meeting, assuming that a quorum has been achieved.

## **10. Annual Subscriptions**

**10.1** Membership fees shall be determined each year at the AGM. All other fees, such as competition fees, etc shall be determined by the committee. The subscription period shall begin on 1st April in any one year to the 31st of March in the following year.

## **11. Indemnity Clause**

**11.1** Each and every Member of the Club shall (to the extent that such said person has no entitlement to recover under any other policy of insurance) be entitled to be indemnified out of all funds available to the Club, which may lawfully be applied against all costs, expenses and liabilities whatsoever which are reasonably incurred by such person in the proper execution and discharge of duties undertaken for and 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. Provided that any such Member so indemnified has been properly authorised in relation to the duties undertaken for and on behalf of the Club by the General Committee.

## **12. Dissolution**

**12.1** If, at any General Meeting of the Club, a resolution is passed calling for the dissolution of the Club, the Secretary shall immediately make the necessary arrangements to convene a 'Special General Meeting' which is to be held not less than one calendar month thereafter to discuss and vote on the resolution.

**12.2** If, at that 'Special General Meeting' the resolution is carried ( to dissolve the Club ) by not less than a two thirds majority vote of Members present, the Trustees must be consulted to consider any legal implications and to advise the Committee on the process of dissolution.

## **13. Use of the Bowling Green**

**13.1** Management of the green is undertaken by voluntary work and any external contractors deemed necessary overseen by the Greens Officer (a

committee member or club member appointed by the committee). Members are encouraged to offer assistance with this process on a voluntary basis.

**13.2** Members may use the green at any time unless the green is subject to maintenance or is required for Club matches or organised competitions. Where doubt exists Members should consult with the Greens Officer. Checks should also be carried out to determine availability by referring to the fixture list and rink booking diary.

**13.3** Club matches are as detailed in the annual fixture list. Thursday afternoons are set aside for the Club 'Spoon Drive' and no other play is permitted unless agreed with the Spoon Drive organiser.

**13.4** The Committee shall have the delegated power to allow members of the general public or local groups to use the facilities of the Club, so far as such activities are not detrimental to the general welfare of the Club and/or Members. Such use shall be subject to the terms and conditions agreed and determined by the Committee.

## **14. Rules of the Club**

From time to time the AGM and /or General Committee will determine Rules to provide guidance and best practice to Members, which can cover functions and activities within the Club. Club Rules will be published as separate documents as necessary or recorded in AGM or General Committee minutes.

## **15. AGM or Special General Meeting Proposals**

**This section lists proposals which were carried at Annual General Meetings or Special General Meetings and which may have affected the Club Constitution or Club Rules. Any such alteration/change to the Club Constitution or Club Rules must be recorded (where applicable ) as a new entry or amended in the relevant section, at the earliest opportunity following the adoption of the alteration/change.**