

LOOSE BOWLS CLUB CONSTITUTION

April 2022

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Section 1: Name and Objectives

- 1.1 The name of the Club shall be Loose Bowls Club (hereinafter referred to within this constitution as the 'Club').
- 1.2 The Club shall be a private members club affiliated to Bowls England, the Kent County Bowling Association and the Kent County Women's Bowling Association.
- 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 Kent at all levels, thereby providing opportunity for both recreation and competition and to additionally engage in complementary activities.
- 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 Members of the Club and shall consist of Chair, Vice Chair, Treasurer and Secretary. Officers shall be elected at the Annual General Meeting 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.
- 2.2 Management of the Club shall be the responsibility of the Officers of the Club. The Officers of the Club shall, at their discretion, have elected or appoint and shall delegate appropriate authority such other individuals and/or committees to assist in the running of the Club.

Section 3: Membership

3.1 Membership

The club may have different classes of membership and subscription on a non-discriminatory and fair basis and shall be open to anyone interested in the sport of flat green bowling regardless of sex, age, disability, ethnicity, nationality, sexual orientation religion or other beliefs. Membership may be limited according to available facilities on a non-discriminatory basis.

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
- (b) A JUNIOR MEMBER – being a person who, at the date of election, is under the age of sixteen.
- (c) A SOCIAL MEMBER

3.1.2 No member may use the Club premises, or any of the facilities of the Club, until forty-eight hours have elapsed from the date of posting of notice of election.

3.2 Rights and privileges of members

3.2.1 All categories of membership shall have the right to use all Club facilities, except that Social Members shall be entitled to use of Clubhouse facilities only.

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 member.

3.3 Membership, Joining Fee & Subscription Fee

3.3.1 The rate of Joining Fee and 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.

- (a) membership of the Club shall be open to anyone regardless of sex, age, disability, ethnicity, nationality sexual orientation, religion or other beliefs.
- (b) Officers of the Club may refuse membership or, subject to the provisions of Clause 3.6.2, 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.

3.3.2 All members shall pay the Joining Fee (if applicable) and their first annual subscription fee upon election to the Club and to be effective by April 1st and payable by May 14th.

3.2.1 Members' duty to provide contact details

3.4.1 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.

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 Management Committee and shall include the name, address and contact details of the candidate.

3.5.2 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.

3.5.3 Retirement of a member

- (a) A member wishing to resign their membership shall give notice in writing to the [Honorary] Secretary before 31st March 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.

3.5.4 Arrears of Subscription

- (a) The 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 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.

3.6 Conduct of Members

3.6.1 Under-taking by members to comply with rules

- (a) Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

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.

3.6.3 Complaints

- (a) Complaints of any nature shall be addressed in writing to the 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 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, 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: Management Committee

4.1 Composition of Committee

- 4.1.1 The Management Committee shall consist of the Officers and not less than 2 nor more than 6 Full Members elected at the Annual General Meeting to hold office for one year.
- 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 full members whose nominations (duly proposed and seconded in writing by Full members of the Club) with their consent shall have been received by the Secretary at least twenty eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Seconder shall be posted to 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 lot or previously nominated person.
- 4.1.6 If, for any reason, a casual vacancy shall occur, the Committee may co-opt another person 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 four times in each 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 Chairman (or other nominated person) shall be entitled to a second and casting vote.

- 4.2.3 Five 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 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.

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 proper 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 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 Clause

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.

Provided that any such member so indemnified has been properly authorised in relation to the duties undertaken on behalf of the Club by the Officers of the Club.

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 and/or Trustees of the Club, as appropriate.

The liability of the 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.

4.9 Nomination of President/Vice Presidents

4.9.1 The Officers of the Club may nominate suitable full members to serve as President and/or Vice Presidents subject to such nominations being ratified by the membership at the Annual General Meeting.

4.9.2 Such candidates for President / Vice Presidents shall be elected annually and those retiring from this role may offer themselves for re-election for up to five years.

4.9.3 The role of President / Vice President is an ex-officio role and does not carry with it any rights or responsibilities other than those vested upon it by the Officers of the Club.

Section 5: Trustees

- 5.1 The duly elected officers shall become Trustees of the Club and shall remain in that position whilst they remain as an Officer of the Club. There shall be at least one additional Trustees of the Club who shall be appointed from time to time as necessary by the Officers of the Club from among Full Members who are willing to be so appointed.
- 5.2 A Trustee, who has been appointed by the Officers of the Club, shall hold office for a maximum term of ten years, or until they resign by notice in writing given to the Committee or until a resolution removing them from office be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and 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 Committee shall nominate a new Trustee in his place, 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 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 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 Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether 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 not later than 31st March on a date to be fixed by the Officers of the Club. The Secretary shall at least fourteen days before the date of such meeting circulate to each member notice hereof and of the business to be brought forward thereat. This may be either by post or electronically.
- 6.2 No business, except the confirmation of the minutes of the previous meeting, the passing of the Accounts and the election of the Officers, Committee, Trustees and Honorary Auditors, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the [Honorary] Secretary at least 28 days before the date of the Annual General Meeting.
- 6.3 The Officers of the Club 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 summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 6.4 The Officers of the Club shall call a Special General Meeting upon a written request addressed to the Secretary signed by at least 12 members. The Officers 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.
- 6.5 At every meeting of the Club, the Chairman or some other member elected by a majority of those members present, will preside.
- 6.6 Twenty five percent of 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 General Meeting of the Club. Other members may attend and speak but are not entitled to vote.
- 6.8 Voting, except upon the election of members of the Committee, shall be by show of hands.
- 6.9 In the case of an equality of votes the Chairman (or other nominated person) shall have a second or casting vote, on any matter.
- 6.10 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw 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.
Refer to Bowls England CASC Guidance Note

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.
Refer to Appendix B: Bowls England CASC Guidance Note

Section 8: Miscellaneous

- 8.1 **Opening of Club Premises**
The Club premises shall be open to members at such times as the Management Committee shall direct and those times will be posted on the club notice board.
- 8.2 **Safeguarding**
The club shall adopt and follow all policies and guidelines approved by Bowls England alongside UK Anti-Doping Rules and all procedures set out in Bowls England Regulation 9, 9A and 9B. The club and members will abide by all sanctions recommendations and/or decisions from the Safe4guarding Case Management Panel and/or Disciplinary panel. The club will ensure that the policies and guidelines identified will be clearly displayed within the club premises for Members and Visitors.
- 8.3 **Equalities**
The club shall adhere to the Equality Policy of Bowls England.
- 8.4 **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.
- 8.5 **The Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and the Club.**
- 8.6 **The Club does not tolerate abuse in any form. Any members who are physically, orally or otherwise abusive to other members, visitors or guests both at the Club or when visiting other clubs or when representing the club, shall be at risk of being dismissed from the Club. The Officers of the Club shall be the sole arbiters in the case of any such disciplinary proceedings.**
- 8.7 **The Club reserves the right to render liable to legal prosecution, any person in possession of, or engaging in the consumption of any illegal substance.**
- 8.8 **Smoking is only permitted in designated areas.**

Appendix A: Licensing Act

Purchase and supply of excisable goods

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 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 nor may a Junior Member under the legal age purchase or attempt to purchase tobacco or cigarettes within the Club premises.
3. The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Junior Members as aforesaid) PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.
4. 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.
5. Members and/or visitors are not permitted to bring food and/or drink on to the premises for their own consumption.
6. Proper accounts of all purchases and receipts from excisable goods shall be kept and presented at the Annual General Meeting in each year and such information as the [Honorary] Secretary or [Honorary] Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

Appendix B: Bowls England CASC Guidance Note

Clubs wishing to obtain Community Amateur Sports Club (CASC) status MUST include the following items within their Constitution to meet the requirements of HMRC:

Section Reference:	Recommended wording:	Explanatory Notes:
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 [insert area].	CASC Requirement
3.1.1	The club may have different classes of membership and subscription on a non-discriminatory and fair basis.	CASC Requirement
3.3.1 (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.	CASC Requirement
3.3.1 (b)	Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.	CASC Requirement
3.3.1 (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	CASC Requirement
3.5.1 (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	CASC Requirement – please note that applications for membership must not require a proposer or seconder
3.5.2 (a)	Upon receipt of an application for membership, there shall be an interval of at least two days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Committee may refuse applications only for good cause such as conduct likely to bring the Club into disrepute. The [Honorary] Secretary shall inform each candidate in writing of the candidate's election or non-election. The [Honorary] Secretary shall furnish an elected candidate with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary.	CASC Requirement – Refusal of membership

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.	CASC Requirement
7.4	<p>Upon dissolution of the Club the Committee shall give or transfer the net assets remaining to one or more of the following:</p> <ol style="list-style-type: none"> 1. a) to another Club with similar sports purposes which is a charity and/or 2. b) to another Club with similar sports purposes which is a registered CASC and/or 3. c) to Bowls England for use by them in related community sports. 	CASC Requirement

Clubs wishing to obtain Community Amateur Sports Club (CASC) status MUST note the following in preparation of the Constitution:

3.1.1 (d)	A SOCIAL MEMBER – who shall have no vote.	At least 50 per cent of Club Members must be participating members to meet the CASC requirement with regard to participation.
3.2.1 (d)	A SOCIAL MEMBER shall have the full use of the Club-house facilities.	At least 50 per cent of Club Members must be participating members to meet the CASC requirement with regard to participation.
6.10	<p>On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw 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.</p> <p>[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].</p>	Whilst this is not a CASC requirement it is recommended that such wording be included within the Constitution.

Footnote

The Club places on record that due attention has been given to the regulations governing membership of the Community Amateur Sports Club and that this Constitution ensures that the Club's membership of CASC is valid. The Club further states, in section 6.10, that no rule, byelaw or regulation shall be repealed or amended so as to place in jeopardy the Club's status as a Community Amateur Sports Club.

