



## **Devizes BC Constitution**

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## **Section 1: Name and Objectives**

- 1.1 The name of the Club shall be Devizes Bowls Club (hereinafter referred to within this constitution as the 'Club').
- 1.2 The Club shall be affiliated to Bowls England, Bowls Wiltshire and Wiltshire Short Mat 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, short mat bowls and other social activities in the Devizes 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.
- 1.5 The club shall comply with the constitution of the English Short Mat Bowling Association and Wiltshire Short Mat Bowling Association.

## **Section 2: Officers of the Club**

- 2.1 The Officers of the Club shall be Full Members of the Club and shall consist of the President, Secretary and Treasurer. The Secretary and Treasurer to be appointed by the Management Committee through an application and interview process. These appointments to be confirmed annually at the Annual General Meeting. The President 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. The President shall be eligible for re-election at the end of their current period of election.

## 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.

There shall be the following categories of membership with power to vote at all relevant meetings of the Club as indicated hereunder.

- (a) A PLAYING MEMBER – being a person who, at the date of election, shall have attained the age of eighteen years shall have one vote.
- (b) A NON-PLAYING MEMBER – who shall have no vote.
- (c) A JUNIOR MEMBER – being a person who, at the date of election, is under the age of eighteen, or is over the age of eighteen and in full time education. A Junior member under the age of eighteen shall have no vote. Such a member shall be one who at the commencement of the subscription year joins the Club other than as a full member.
- (d) A GUEST MEMBER – being a bowler registered/affiliated to another BW/BE/ESMBA affiliated club.
- (e) A VISITING MEMBER – being a person attending the club to try the game of bowls or having a roll-up on an occasional basis.

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

- (a) A PLAYING MEMBER shall have the full use of all Club facilities. Affiliation Fees shall be payable to Bowls Wiltshire and Bowls England. The personal Registration fees payable to the English Short Mat Bowling Association will be payable by every registered short mat league member.
- (b) A NON-PLAYING MEMBER – shall have use of the Club House facilities including indoor sports.
- (c) A JUNIOR MEMBER shall have the full use of all Club facilities subject only to 8.7 of this Constitution. Affiliation Fees shall be payable to Bowls Wiltshire and Bowls England. The personal registration fees payable to the English Short Mat Bowling Association will be payable by every registered short mat league member.
- (d) A GUEST MEMBER shall be invited to bowl for Devizes BC on an occasional basis (maximum 3 times) and is signed into the visitors book by the captain of the day.

- (e) VISITING MEMBERS shall have the use of the bowling facilities of the club to have a taster session or have a roll up on an occasional basis and will be deemed a temporary member of the club upon signing the visitors book and paying the appropriate green fee.
- 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 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. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative from the 1<sup>st</sup> of May each year. 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 or short mat 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 Management 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 their subscription fee on election to the club and thereafter by the 1<sup>st</sup> of May each year.
- 3.4 Members' 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 Management Committee and shall include the name, postal and email address and contact details of the candidate.

### 3.5.2 Election of Members

- (a) Upon receipt of an application for membership, there shall be an interval of at least two days before the meeting of the Management Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Management Committee and shall be a simple majority vote of those of the Committee. The Management 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 of the Club 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 30<sup>th</sup> March and shall not then be liable to pay the subscription for the following year.
- (b) A member who retires shall not be entitled to any refund of their Membership Fee.
- (c) A member who retires must return any club property in their possession to the Membership Secretary.

### 3.5.5 Arrears of Subscription

- (a) 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 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 Rules 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) or the English Short Mat Bowling Association as appropriate.
- (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 Management Committee Secretary.

3.6.4 Members of other Bowls England or ESMBA Affiliated Clubs

- (a) 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.

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 Secretary, Treasurer and not less than three nor more than six Full Members (who have attained the age of eighteen years)] elected at the Annual General Meeting to hold office for the term of their elected period.

At each Annual General Meeting one third or the nearest thereto shall retire from office (the committee members to retire will be those who have been longest in office, or if more became members on the same day those to retire shall be chosen by lot). The committee shall at their first meeting, and after each subsequent AGM, elect a Chairperson from their own number.

- 4.1.2 Candidates for election to the Management 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 Management Committee Secretary at least twenty-eight days before the date of the Annual General Meeting in each year. Such nominations for election, together with the names of the Proposer and Secunder where appropriate, 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 Management 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 (normally the Chairman who's vote shall be in a sealed envelope and only opened in the case of equal votes being cast).
- 4.1.6 If, for any reason, a casual vacancy shall occur, the Management 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. The committee may co-opt other people on to the committee for specific, operational reasons (which shall be quoted and minuted) as and when required but will have no voting rights.

- 4.2 Management Committee Meetings
  - 4.2.1 The Management Committee shall endeavour to meet monthly 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 Four members personally present shall form a quorum at a meeting of the Management 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 Management Committee
  - 4.3.1 The Management 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 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 Appointment of Sub-Committees
  - 4.4.1 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 by the law.
- 4.5 Disclosure of Interest to Third Parties
  - 4.5.1 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.
- 4.6 Limitation of Management Committee's authority
  - 4.6.1 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.

#### 4.7 Members' indemnification of Committee

4.7.1 In pursuance of the authority vested in the Management 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 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."

(b) "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."

(c) "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."

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

#### 4.8 Contractual Liability

4.8.1 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."

## Section 5: Trustees

### 5.1 Trustees Information and Duties

- 5.2 There shall be four Trustees of the Club who shall be appointed as necessary in accordance with the Deed of Indenture made on the 15<sup>th</sup> of November 1922 between Richard Simpson Gundry and Albert Gordon Bendell and others.
- 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. Should the number of Trustees be reduced to two then the remaining trustees shall appoint suitable persons, as laid out in the Deed and within the meaning of the Trustee Act 1925 Section 36, to fill the vacancies and whose name and details will be advised to the Trust Registration Scheme by the Management Committee.
- 5.4 A Trustee shall hold office for life or until they resign.
- 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 in the month of March on a date to be fixed by the Management Committee. The Secretary of the Management Committee shall give notice to members at least 6 weeks prior to the date of the AGM to allow members to propose candidates for election and/or propose items of business. The Management Committee Secretary, shall at least fourteen days before the date of such meeting circulate to each member notice thereof and of the business to be brought forward thereat. This may be either by post or electronically.
- 6.2 No business, except the passing of the Accounts and the election of the Officers, Management Committee, 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 Management Committee Secretary at least 28 days before the date of the Annual General Meeting.
- 6.3 The Management 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 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 Management Committee shall call a Special General Meeting upon a written request addressed to the Management Committee Secretary signed by at least six members. The Management Committee shall meet within seven days of the request in order to call a SGM. 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.
- 6.5 At every meeting of the Club the Chairman will preside, or in their absence, a Chair elected by a majority of those present shall preside.
- 6.6 Twenty-five per cent of members entitled to vote shall form a quorum at any General Meeting of the Club. Only those personally present at the meeting are entitled to vote ie no proxy or postal votes.
- 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 and President, 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 of the Club such Rule shall not be created, repealed or amended except by a simple majority vote of those present and entitled to vote in favour of said Resolution.

[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: 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 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.
- 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 Trustees 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 **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 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.
- 8.3 **Equality, Diversity and Inclusion**  
The club shall adhere to the Bowls England Equality, Diversity and Inclusion Statement.
- 8.4 **Trans and Gender Diverse Policy**  
The club will follow the guidelines as laid down in the Bowls England Trans and Gender Diverse Policy.
- 8.5 **Anti-Doping**  
The Club's aim will be to create a generation of bowlers who have confidence in their own ability to know they can succeed without the misuse of prohibited substances.
- 8.6 **Health and Safety**  
The Club is committed to achieving a positive and effective health and safety culture throughout the Club.  
The Management Committee will work on the principle that accidents, injuries, dangerous occurrences and ill health conditions can be prevented, and promote actively amongst all those associated with the Club, the high standards of health and safety consciousness, discipline and individual accountability that this principle demands.  
The Management Committee will recognise the vital importance of the continued commitment of all to the highest standard of health and safety, and ensure that they have the necessary skills and support to achieve this through Information, Instruction and Training
- 8.7 **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.
- 8.8 **Insurance and Indemnification**  
The Management Committee will ensure that all insurance cover is equal to or better than the insurance cover recommended by Bowls England/ESMBA.



- 8.9 If any matter shall arise which in the opinion of the Management Committee is not provided for in this Constitution, then the same may be determined by the Management Committee in such a manner as it sees fit and every such determination shall be binding on members and until set aside by a resolution of an Annual General Meeting or Special General Meeting.
- 8.10 General Data Protection Regulation (GDPR)  
The club will hold on file and make available to all members its published Privacy Policy which abides by the rules of the General Data Protection Policy.
- 8.11 The Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and the Club.