



Great Hollands Bowls Club

GHBC

CONSTITUTION

Great Hollands Bowls Club
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The standard documentation published by Bowls England has been amended to meet the requirements of Great Holland's Bowls Club (as an affiliated club)

Section 1: Name and Objectives

- 1.1 The name of the Club shall be GREAT HOLLANDS BOWLS CLUB (hereinafter referred to as '**GHBC**' or '**the Club**').
- 1.2 GHBC shall be affiliated to Bowls England and ROYAL COUNTY OF BERKSHIRE BOWLS ASSOCIATION (hereinafter referred to within this constitution as 'RCBBA')
- 1.3 The objectives of GHBC is to provide facilities for, and to promote participation in, the amateur sport of outdoor flat green bowls in the Crowthorne and Bracknell area.
- 1.4 GHBC shall adopt and conform to Bowls England Rules & Regulations and the current Laws of the Sport of Bowls.

Section 2: Officers of GHBC

The Officers of GHBC shall be Full Members of the Club and shall consist of:

- Chairman
- Club Captain
- Club Secretary
- Clubhouse Manager
- President
- Treasurer

Officers shall be elected at the Annual General Meeting and shall hold office for the period of election (12 months) 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.

Section 3: Membership

3.1 Categories and votes of Membership

GHBC has 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 FULL MEMBER - being a person who, at the date of election, shall have attained the age of eighteen years shall have one vote.
- (b) A JUNIOR MEMBER - being a person who, at the date of election, is under the age of eighteen shall have no vote. Such a member shall be one who at the commencement of the subscription year joins the Club other than as a full member or a family member.
- (c) A SOCIAL MEMBER - 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) A FULL MEMBER shall have the full use of all Club facilities. Affiliation Fees shall be payable to RCBBA and Bowls England.
- (b) A JUNIOR MEMBER shall have the full use of all Club facilities subject only to 8.4 of this Constitution. Affiliation Fees shall be payable to RCBBA and Bowls England.
- (c) A SOCIAL MEMBER shall have the full use of the clubhouse 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 member.

3.3 Membership Fee

3.3.1 The Fee for each category of Membership shall be proposed by the Executive 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 for the coming season. The Fees shall be prominently displayed in the clubhouse.

- (a) Membership of GHBC 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.

Based on: Model Constitution (Unincorporated Associations) - Version 1.2 (Revised April 2017)

(b) The Executive 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 first annual membership fee upon election to GHBC and thereafter by the end of February each year.

3.4 Members' duty to provide contact details

Every member shall furnish the [Membership] Secretary with up-to-date contact details that shall be recorded on the Register of Members spreadsheet. 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

An application for membership shall be on the GHBC Application for Membership form and shall include the name, address, mobile/phone number(s) and email address of the candidate.

3.5.2 Election of Members

Upon receipt of an application for membership, there shall be an interval of at least two days before the meeting of the Executive Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Executive Committee and shall be a simple majority vote of those of the Committee. The Executive 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

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.

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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 the end of 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

The Executive 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 Executive 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 Undertaking by Members to comply with rules

Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club 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)
- (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 GHBC.

3.6.3 Complaints

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

3.6.4 Members of other Bowls England Affiliated Clubs

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 GHBC.

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3.7 Limitation of Club liability

3.7.1 All references to GHBC 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 is exhibited in prominent places within the clubhouse:

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

- (a) GHBC will not accept any liability for any damage to or loss of property belonging to members.
- (b) GHBC 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 Executive Committee or Servants of the Club.

3.7.3 Membership of GHBC 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: Executive Committee

- 4.1 Composition of the Executive Committee
 - 4.1.1 The Executive Committee shall consist of the Officers who shall be elected at the Annual General Meeting to hold office for the term of their elected period (12 months).
 - 4.1.2 Candidates for election to the Executive Committee shall be those members of the retiring Executive 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 Club 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 Secunder shall be displayed at the Club premises at least 14 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 the 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 Executive Committee because of an equality of votes, the candidate(s) will be selected by the elected Executive Committee members from the nominated candidates at their next meeting.
 - 4.1.6 If, for any reason, a casual vacancy shall occur, the Executive Committee may co-opt another person to fill such a vacancy until the next Annual General Meeting. Co-opted members will be entitled to vote.
- 4.2 Executive Committee Meetings
 - 4.2.1 The Executive Committee shall endeavour to meet once a month 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 (4) members shall form a quorum at a meeting of the Executive Committee.

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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 Executive Committee

4.3.1 The Executive 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 Executive 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-Executives

The Executive Committee may appoint such sub-Executive 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

A member of the Executive Committee of a sub-Executive 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 Executive Committee's authority

The Executive Committee, or any person or sub-Executive delegated by the Executive 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 Executive Committee. No one shall, without the express authority of the Executive Committee, borrow money or incur debts on behalf of the Club or its membership.

4.7 Members' indemnification of the Executive Committee

4.7.1 In pursuance of the authority vested in the Executive Committee by members of GHBC, members of the Executive 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 GHBC.

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Each member of GHBC 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 Executive 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 Executive Committee has been authorised to exceed such limit by a General Meeting of the Club.

4.8 Contractual Liability

The Executive Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Executive Committee:

“The liability of the Executive 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”.

Section 5: Trustees

- 5.1 The members of the Executive Committee, in their capacity as Officers of the Club, shall act as Trustees.
- 5.2 All the property of GHBC shall be held by the members of the Executive Committee, in their capacity as Trustees, for the time being so far as it is necessary and practicable, on trust for the use and benefit of the Club.
- 5.3 The members of the Executive Committee, in their capacity as Trustees, 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 (which shall be duly recorded in the Minutes of the proceedings of the Executive Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- 5.4 The members of the Executive Committee, in their capacity as Trustees, shall be effectually indemnified by the members of GHBC 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 will be held each year in the month of February on a date to be fixed by the Executive Committee. The Club Secretary shall post nomination sheets at the Clubhouse at least two months before the date of such meeting. The Club 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 electronically or by post.
- 6.2 No business, except the passing of the Accounts and the election of the Officers and any business that the Executive 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 Club Secretary at least 28 days before the date of the Annual General Meeting.
- 6.3 The Executive Committee may at any time, upon giving twenty one days notice in writing, call an Extraordinary General Meeting (EGM) 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 Executive Committee shall call an Extraordinary General Meeting upon a written request addressed to the Club Secretary signed by at least 20 full members. The Executive Committee shall meet within 14 days of the request in order to call an EGM. The Executive Committee shall give twenty-one days notice in writing of any such an EGM. 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 A quarter of the 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 Executive 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.

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 GHBC, the Club Secretary shall immediately convene an Extraordinary General Meeting (EGM) to be held not less than one month thereafter to discuss and vote on the resolution.
- 7.2 If, at that EGM, the resolution is carried by at least two-thirds of the Members present, the Executive Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of GHBC and discharge all debts and liabilities of the Club.
- 7.3 If, upon the winding up or dissolution of GHBC, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be distributed amongst all club members who have been members for at least 2 years at the time of the EGM, according to the following formula:
- Social members 1 share
- Playing members 3 shares.
- 7.4 Upon dissolution of GHBC the Executive Committee shall give or transfer any remaining assets to another club/clubs.

Section 8: Miscellaneous

- 8.1 Opening of Club Premises
The GHBC premises shall be open to members at such times as the Executive Committee shall direct and those times will be posted on the club notice board.
- 8.2 Safeguarding
GHBC shall adhere to the Safeguarding Policy of Bowls England and will ensure that all the contents are communicated to members and clearly displayed with the club premises for Members and visitors.
- 8.3 Equalities
GHBC shall adhere to the Equality Policy of Bowls England.
- 8.4 Licensing
GHBC 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 Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and GHBC.