



West End Bowls Club

Rosewood Way, West End, Woking, Surrey, GU24 9PF

www.westendbowls.com

Affiliated to B.E., S.C.B.A., W.S.B.A., N.W.S.B.A.. A&D.B.A.

CLUB CONSTITUTION

DECEMBER 2021

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1: Name and Objectives

- 1.1 The name of the Club shall be The West End Bowls Club (hereinafter referred to within this Constitution as the “Club”).
The headquarters and green shall be situated at Rosewood Way, West End, Woking, Surrey, GU24 9PF
- 1.2 The Club shall be affiliated to Bowls England and Surrey County Bowling Association.
- 1.3 The objectives of the Club shall be
 - a) To promote, foster and encourage the game of Flat Green Bowls
 - b) To arrange and conduct Club competitions
 - c) To promote matches with other bowling clubs
 - d) To encourage and participate in external competitions in accordance with the rules of Bowls England.
- 1.4 The Club shall adopt and conform to Bowls England rules and regulations.

2: Officers of the Club

- 2.1 The officers of the Club shall be members of the Club and shall consist of:
 - Club President
 - Chair
 - Club Secretary
 - Membership Secretary
 - Treasurer
 - Club Captain
 - Ladies Captain
 - Men’s Captain
 - Match secretary
 - Competition Secretary
 - Social Secretary
 - Green Convenor
 - Compliance Officer
 - Communications Secretary
 - Bar Manager

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 or another office at the end of their current period.

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 Club Meetings as indicated hereunder:

- 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) JUNIOR MEMBER being a person who, at the date of election is under the age of eighteen years shall have no vote.
- c) HONORARY OR LIFE MEMBER – who shall have one vote
- d) SOCIAL MEMBER – who shall have no vote

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) FULL MEMBER shall have the full use of all Club facilities
- b) JUNIOR MEMBER shall have the full use of all Club facilities subject only to the Licensing Act.
- c) LIFE MEMBERS shall have the full use of all the Club facilities. Affiliation fees shall be payable to the SCBA and Bowls England.
- d) SOCIAL MEMBER shall have the full use of the Clubhouse facilities except for the bowling green.

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 and 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 AGM in each year and shall become operative from the 1st March and shall be prominently displayed in the Club premises and on the website.

- 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, 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, subject to the disciplinary rules of this constitution, remove it, only for good cause such as conduct likely to bring the Club or sport into disrepute.

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 the renewal date.

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

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 and as described in the Club rules and guidelines.

3.5.2 Retirement of a member

- a) A member wishing to resign their membership shall give notice in writing to the Membership Secretary before the renewal date 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.

3.5.3 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 joining and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Code of Conduct, Policies, 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 Club Secretary

3.6.4 Members of other Bowls England 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 from time to time.

- 3.7.2 Members are bound by the following Rule which shall 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 liability for personal injury arising out of 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 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.

4: MANAGEMENT COMMITTEE

4.1 Composition of Committee

4.1.1 The Committee shall consist of the Officers of the Club, elected at the AGM 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 members whose nominations (duly proposed and seconded in writing by members of the Club) with their consent shall have been received by the Club Secretary before the date of the AGM in each year. Such nominations, together with the names of the proposer and seconder shall be posted to the Club premises prior to the date of the AGM.

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 AGM.

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 the candidates shall be deemed to be elected if majority of those present at the AGM 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, or a new role be identified the Committee may co-opt another person to fill such a vacancy until the next following AGM. Co-opted members will be entitled to vote.

4.2 Committee Meetings

4.2.1 The Committee shall endeavour to meet 6 times a year making such arrangements as to the conduct, the place of assembly and holding of such meetings as it may wish.

4.2.2 Voting shall be by a show of hands. In the case of equality of votes, the Chair (or other nominated person) shall be entitled to a second and casting vote.

4.2.3 5 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 Chair (or other nominated person) prior to the start of the meeting. The Chair (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 solely applied 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 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, 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 an 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.

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 so applied against all costs, expenses and liabilities whatsoever (reasonably) incurred by such a 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 Committee".

4.8 Contractual Liability

4.8.1 The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease or license 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 Appointment of Honorary members and Life Members by Committee

4.9.1 The Committee may appoint Honorary and Life Members and members will be advised at the AGM.

5: ANNUAL AND SPECIAL GENERAL MEETING

- 5.1 An Annual General Meeting of the Club shall be held each year, not later than the 31st December, (on a date to be fixed by the Committee). The Club Secretary shall at least 14 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 by post or electronically.
- 5.2 No business except the passing of the accounts and the election of the Officers, Committee and 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 Club Secretary at least 28 days before the date of the AGM.
- 5.3 The Committee may at any time, upon giving 21 days notice in writing and /or electronically, 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.
- 5.4 The Committee shall call a SGM upon a written request addressed to the Club Secretary signed by at least 30 members. The Committee shall meet within 14 days of the requisite number of requests in order to call a SGM. The Committee shall give 21 days notice in writing and/or electronically of any such SGM. 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 Chair will preside, or in their absence, a chair elected by a majority of those present shall preside.
- 5.6 30 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 and Life or Honorary Members shall 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 normally be by a show of hands.
- 5.9 In the case of an equality of votes the Chair (or other nominated person) shall have a second or casting vote, on any matter.

6: Dissolution of the Club

- 6.1 If at any General meeting of the Club, a resolution shall be passed calling for the dissolution of the Club, the Club Secretary shall immediately convene a Special General Meeting to be held not less than one month thereafter to discuss and vote on the resolution.
- 6.2 If, at that SGM, the resolution is carried by at least 51% 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.
- 6.3 If upon winding up of the Club, there remains after the satisfaction of all of its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members of the Club.
- 6.4 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 and/or
 - d) to a voluntary organisation as determined by the Management Committee.

7: MISCELLANEOUS

7.1 Opening of the Club Premises

The Club premises shall be open to members at such times as the Committee shall direct and those times will be posted on the Club notice board.

The Code of Conduct and other Club Policies are all in accordance with guidelines of Bowls England and posted in the Clubhouse and Members handbook available on the Club Website; hard copies may be obtained from any Committee member.

Revisions

First edition 1995, revised 1998

Second revision November 2011

Third revision March 2017

This edition November 2019 (Fourth revision)

This edition December 2021 (Fifth revision)