

Royston Bowling Club
Constitution and Rules as approved at SGM 24th September 2017.

CLUB CONSTITUTION :-

SECTION 1 – *Name and Objectives*

1.1 The Club shall be called the **Royston Bowling Club** [situated on land known as 47 Green Drift, Royston SG8 5BX hereinafter referred to within this constitution as the “Club”].

1.2 The Club shall be affiliated to **Bowls England, Hertfordshire Bowls** county association, Letchworth & District Bowling Association, North Herts Womens Bowling Association and Meldreth & District League.

1.3 The objectives of the club are to provide flat green bowls and, recreational facilities in Clubhouse to promote the participation in the amateur sport of outdoor flat green bowls in the Royston area.

1.4 The club shall adopt and conform to Bowls England Rules & Regulations and the Laws of the Sport of Bowls (Crystal Mark latest edition) including Domestic Regulations of Bowls England.

1.5 The Club shall adhere to the “**Safeguarding Bowls Policy**” issued by Bowls Development Alliance and adopted by Bowls England and will ensure that all the contents are communicated to members and clearly displayed within the Club premises for Members and Visitors.

SECTION 2: *Officers of the Club*

2.1 The Officers of the Club shall be Full Members of the Club and shall consist of President, Vice President, Secretary, Treasurer, Match Secretary, Welfare Officer, Womens and Mens Captains. 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.

SECTION 3: *Membership*

3.1.1 The Club may have different classes of membership and subscription on a non-discriminatory and fair basis; new members of the Club shall be elected by the Club Committee, and the name and address of any person proposed for election shall be, for not less than two weeks, be prominently displayed on the Club Notice-board before consideration for election by the Club Committee. Each proposal shall be signed by a proposer and seconder [see Club Rule 3.5.1] before their application is presented to the Club Committee. No proxy or postal vote is permitted for those Club Committee members not attending the election. 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.
- (c) **An HONORARY / LIFE MEMBER** – who shall have one vote.
- (d) **A 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 their Membership under 3.1.1 (a),(b),(c) and Joining fees have been paid in full[see 3.3.2].

3.1.3 No new member is allowed behind the bar in their first year. All new members either playing or house members are expected to do 1 or 2 sessions working with a team in the kitchen preparing a meal for a match or special event.

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 full use of all Club facilities. Affiliation Fees shall be payable to Hertfordshire Bowls and Bowls England.
- (b) **A JUNIOR MEMBER** shall have the full use of all Club facilities subject only to 8.4 of the constitution. Affiliation Fees shall be payable to Hertfordshire Bowls and Bowls England
- (c) **An HONORARY/LIFE MEMBER** shall have the full use of the club facilities. Affiliation fees shall be payable to Hertfordshire Bowls and Bowls England only if the member is a full playing member.
- (d) **A SOCIAL MEMBER** shall have the full use of the Club-house facilities and will be expected to be part of the catering rota but will not be expected to serve behind Club Bar.
- (e) **A FULL or JUNIOR MEMBER** still in full time education shall be entitled to half the Membership Fee decided each Annual AGM.

3.2.2 Candidates for membership shall have no privileges whatsoever in relation to use of the Club or premises until they have become a member. Candidates for membership will have their name displayed on the Club notice board for a period of 14 days without any objections being received by the Honorary Secretary.

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 and shall become operative from the first day of May each year and any member whose subscription is more than fourteen days in arrears shall not be entitled to use the Green or Bar. The current rate of joining fee and subscription shall be prominently displayed on the Club Notice Board.

- (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.

- (b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating but, subject to the Club ensuring that running costs of Club House and Green do not incur financial loss.
 - (c) The Club Committee may refuse membership or, subject to point 3.6.2 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 and their first annual subscription fee upon election to the Club and thereafter by 14th May latest (see 3.3.1 above). If any member due to mitigating circumstances has not paid their annual subscription by the last day of June in any current year they will henceforth cease to be a member of the Club and any subsequent application for membership shall be governed by procedures set out in 3.3.1.

3.4 Members' duty to provide contact details

- 3.4.1 Every member shall furnish the Honorary Secretary with up-to-date contact [see 3.5.5(b)] details that shall be recorded in the Register of Members and any Notice sent to such address 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 Club Committee and shall include the name, date of birth, address and contact details of the candidate, as well as the Club member as proposer and seconder outlining the candidate's background and bowling experience (if any).
- 3.5.2 Election of Members
- (a) Upon receipt of an application for membership, there shall be an interval of at least 7 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 Club 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. In non-election the reason for refusal does not have to be declared. 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.
- 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 but no later than 6 weeks from date of election.

3.5.4 Retirement of a Member/ Resignation.

- (a) A member wishing to resign their membership shall give notice in writing to the Honorary Secretary before 14th May 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.
- (c) Any Club property [i.e. locker keys etc] to be handed back to the Honorary Secretary. All interest in the property of the Club shall cease on resignation.

3.5.5 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; See 3.3.2 above. No member whose annual payment is in arrears may use the Club premises or vote at any meeting.
- (b) To assist records to be kept up to date and maintain efficient running of the Club, any change of home address/ landline/mobile numbers/ email address or circumstances should also be notified to the Honorary Secretary.

3.6 Conduct of Members/ Expulsion

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.
- (b) Club Colours for Women – Royal Blue or White waistcoat/cardigan/pullover/gilet, White blouse, regulation grey or white skirts/tailored trousers [according to play], brown, white or grey flat bowls shoes worn on the green, or other Bowls England approved attire.
- (c) Club colours for Men – Blue Blazer with club badge on pocket (if worn), white and/ or grey trousers, white pullover, predominately white shirt, royal blue tie with two pairs of gold and white diagonal stripes above and below a Corvus Cornix Crow, white socks and brown, white or grey flat shoes worn on the green or other approved Bowls England attire.
- (d) Club team shirts are White, Royal Blue and Gold for inter- club competitions during play but players may wear white shirt and club tie on arrival and during post match meal. During play on the Green white or grey tailored shorts/ trousers are permitted with club playing shirt.
- (e) Players having attained International/National/County/District status may wear the authorised blazer of the respective Association in lieu of club badge on Blazer pocket but, will be expected to wear club tie in club matches.
- (f) In Club competition, all competitors shall play in grey trousers/shorts, grey skirts/trousers and predominately white shirt or polo shirt with the

exception of the Club Finals which shall be played in white trousers/shorts, white skirts/trousers, predominately white shirt or polo shirt, and Club ties for Men, Royal Blue or white waitcoats for Women or other approved attire.

- (g) District Dress – players selected to play in Letchworth & District Bowling Association and, North Herts Womens Bowling Association matches are required to wear the correct attire as designated by the Associations.
- (h) County Dress – Players selected to play in Hertfordshire Bowls matches are required to conform to the County Dress Rules. In Divisional matches Men players are required to wear Club Tie unless they are a County Official or Life Member.
- (i) Bowls Regulation shorts are permitted on the Green for individual play and, may be worn in team matches. Away matches will be subject of host club policy.

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.**
- (c) A member, who acts in violation of the Club rules, or in any way derogatory to the interest of the Club, shall be liable to expulsion.

3.6.3 Complaints

- (a) Complaints of any nature shall be addressed in writing to the Honorary Secretary [with copy to the Club Trustees where deemed appropriate], who shall place such complaints before the Club Committee. If after investigation the Committee considers the charges sufficiently serious, the member concerned shall appear before the Club Committee, and after she/he has been heard and has withdrawn, the Club Committee when ready to come to a decision, vote by ballot and if a minimum of two-thirds of those present and voting decide on expulsion the offender shall therefore cease to be a member. The Honorary Secretary must notify the Offender in a written statement pointing out that she/he has the Right of Appeal to the Club Trustees. Then if the Club Trustees uphold the Club Committee Decision, then the Offender has the Right to make an appeal to the County Secretary who will appoint 3 independent persons drawn from the County Executive to hear the Appeal with written statements from both the Club Committee and the expelled member. Should the Offender still not be satisfied then a final Appeal can be lodged with Bowls England. Should the Appeal go in favour or not of the Offender the Laws of Natural Justice will prevail.

3.6.4 Members of other Bowls England Affiliated Clubs

- (a) A member of any Club or Association affiliated to Bowls England (a list whereof is published by Bowls England annually) may be authorised to use the premises of the Club having validated their membership and, shall be required to notify the Club Secretary or Captains of their request in respect of the use for neutral Green or Club Secretary in respect of a Social event requiring Committee approval.

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/ green or 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.”* The Club Officers, Committee, Trustees annually review during the closed playing season and at any other time as deemed necessary the safety of all facilities and make good any defects to the required safety standard as required by the Health & Safety Executive/ current Building Regulations or as required under the Laws of the Sport of Bowls England.

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.

3.8 Equalities

The Club shall adhere to the Equality Policy of Bowls England (ref.3.3.1 (a)).

SECTION 4: Management Committee

4.1 Composition of Committee

4.1.1 The Committee shall consist of the Officers of President, Vice President, Honorary Secretary, Honorary Treasurer, Honorary Match Secretary, Welfare

Officer, Women's and Men's Captains, and not less than eight other members, ideally there should be a minimum of 5 of either sex on Full Committee. If one or more of the above posts is held by the same person, no more than 15 members shall comprise the General Committee. Non-Committee positions will be appointed by the new Club Committee at the 1st committee meeting and posted on the club notice board.

- 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 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 28 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 entered and displayed on the Official Nomination Sheet in a prominent position on the Club Notice Board at the end of each Outdoor Season. Such Nomination entries shall be formally posted on the Club Notice Board 14 days prior to the date of the AGM by the Club Secretary.
- 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 candidates shall be deemed to be elected if the majority of those present at the AGM, and entitled to vote, vote in favour of such election. No proxy vote is permitted.
- 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 a draw from a hat by a 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 AGM. Co-opted members will be entitled to vote.

4.2 Committee Meetings

- 4.2.1 The Committee shall endeavour to meet at least every eight weeks or sooner throughout the playing season and on any date during the winter months making such arrangements as to the conduct, place of assembly [if Club Committee Room is of insufficient size to hold such meetings] and holding of such meetings as it may wish in the main Club House. Except in an emergency, at least 48 hours notice shall be given.
- 4.2.2 Voting shall be by show of hands. In the case of equality of votes the Chair/ President shall be entitled to a second and casting vote.
- 4.2.3 The Quorum at any properly convened General Committee Meeting shall not be less than seven; ideally there should be a minimum of **two** of each sex. The Chair of any meeting shall have the casting vote.
- 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.

- 4.2.5 Trustees and Charity Trustees are entitled to attend Club Committee meetings but will not be entitled to vote unless elected as part of the composition of the officers comprising the Club Committee .

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 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 will be re-in-vested in the Club. [Refer to Club Charity Rules and Constitution in the event of Dissolution of the Club Premises.]

4.4 Appointment of Sub-Committees / Green Committee

- 4.4.1 The Committee shall 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 law;
- 4.4.2 The Green Committee shall be responsible for control of the Green and surrounds and for the work done thereon, but all expenditure must be authorised by the General Committee. They shall allot rinks for play and shall prohibit play, if, in their opinion the green [or part thereof] is unfit.
- 4.4.3 The Green keeper, subject to agreement with the Green Committee shall be entitled to close the Green as necessary during the outdoor season for essential maintenance. Closure where ever practical will take account of the Club's match programme.
- 4.4.4 The Green shall be open for play daily during the season, after 10.30am on weekdays and after 2pm on week-ends, except on such days and times as the Committee may from time to time direct. Any player wishing to play before 10.30 on a weekday or 2pm at a weekend must obtain the permission from the Green keeper giving a least 48 hours notice. All players must observe the Rules of the Sport.
- 4.4.5 Green operatives shall wear protective clothing when operating green machinery and, only those holding a "Certificate of Competence" may use knapsack and pedestrian chemical spray equipment on the green.
- 4.4.6 On Green cutting days [Monday, Wednesday and, Friday] play will not be permitted until after 11.30am.

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 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.

(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 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 General 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 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, 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 Honorary Members/Life Members by Committee

- 4.9.1 The Committee may nominate for election at an Annual General Meeting such Honorary/Life Members as the Committee may think fit in recognition for special services to the Club.

4.9.2 The election of Honorary/Life Members shall be placed before the AGM each year and such Honorary Members shall be duly elected if two-thirds of those present, and entitled to vote, vote in favour of election.

4.9.3 Honorary/Life Members shall be entitled to full privileges of the Club, except election of office.

4.10 Temporary Honorary Members

Members of any club affiliated to both Bowls England, Wales or Scotland or any affiliated County or District to these nations shall be admitted Temporary Honorary Members on the occasion of their visit. Each such person on producing to any officer of the Club his membership ticket or receipt and upon signing his name in the visitors' book kept in the Club House for this purpose shall have the same privileges as any ordinary member of the Club, but shall have no voting powers.

4.11 Temporary Members

Visitors may become temporary members for short periods at a fee of (1) one thirtieth of the annual subscription for half day; admission (2) one twentieth of the annual subscription for one days admission (3) one fifth of the annual subscription for one week to one month admission. Each member shall be entitled to introduce a friend for the temporary period upon receipt of payment as set out above, providing the same person is not introduced more than three times in any one year. No such visitor shall be allowed in any circumstances to order or pay for any excisable article on the Club premises; this will be the responsibility of the Club member. All visitors must sign the visitors' book.

SECTION 5: Trustees

5.1 There shall be at least four Land-holding Trustees of the Club who shall be appointed from time to time as necessary by the Trustees and any replacement of any of the four shall be recommended to the Club Committee from among Full or Honorary Members or Professional People in the Town who are willing to be so appointed. The Club Committee to approve any replacement within one year.

5.2 A Trustee shall hold office until they resign by notice in writing given to the Trustees and Club Committee or until a resolution removing them from office is passed at a meeting of the Trustees and Committee by a majority comprising two-thirds of the members present and entitled to vote.

5.3 All property of the Club, including land and investments shall be held by the Land Holding 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 death, resignation, or removal from office of a Trustee, the remaining Trustees 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 other three 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 Trustees and approved by Club 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 Club 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.
- 5.6 The Club Charity Trustees shall be appointed annually at the AGM held and their names returned to the Charity Commissioners where variation occurs from preceding year. These names will be appended to the Club Charity Constitution and shall be posted on the Club Notice Board.

SECTION 6: *Annual General Meeting*

- 6.1 An Annual General Meeting of the Club shall be held each year on the **first Thursday of the month of December**. The Honorary Secretary shall at least fourteen days before the date of such meeting circulate to each member notice hereof and the business to be brought forward thereat [i.e. Agenda and any supporting papers]. This may be either by post or electronically.
- 6.2 No business, except the passing of the Accounts and the election of the Officers, Committee, Charity 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 AGM.
- 6.3 The Committee may at any time, upon giving twenty one day's 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 Committee shall call a Special General Meeting upon written request addressed to the Honorary Secretary signed by at least six members of the Club of status 3.1.1 (a), (c) or (e). The 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 SGM. The discussion at such meeting shall be confined to the business stated in the notice sent to members;
- 6.4A Any Officer of the Club or Trustee can form an Emergency Committee as required. Any action taken by this committee must be reported to the following meeting of the General Committee.

- 6.5 At every meeting of the Club the President will preside, or in their absence, a Chair elected by a majority of those present shall preside.
- 6.6 Quorum: A quarter of the membership 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, Trustees or Honorary 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 and the count recorded by the Chair.
- 6.9 In the case of an equality of votes the Chair 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 Charity 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 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 winding up or dissolution of the Club, there remains after the satisfaction of all 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 the Club charity account to support charities chosen by the remaining members to benefit other sport charities in the Town of Royston and/or
 - (b) to another Club with similar sports purposes which is a charity.
- 7.5 If the members resolve to dissolve the Club and premises, the trustees will remain in office and be responsible for the winding up affairs to hand monies to the Charity Trustees, who will act in pursuance of the Royston Bowling Club Charity Constitution aforementioned.

SECTION 8: *Miscellaneous*

- 8.1 Opening of Club Premises

The Club premises shall be open to members at such times as the Committee shall decide.

8.2 Safeguarding

The Club shall adhere to the Safeguarding Policy of Bowls England (ref 1.5) and will ensure that all the contents are communicated to members and clearly displayed within the club premises for Members and Visitors.

8.3 Equalities

The club shall adhere to the Equality Policy of Bowls England (ref 3.3.1(a) / 3.8)

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.

Appendix A: Guidance Notes

- The Committee may from time to time in being reasonably comprehensive issue notice to cover an unforeseen eventualities and may amend at short notice documentation to meet specific requirements for the welfare of members and the good running of the Club.

Appendix B: Glossary

- Club Rules set out how the club operates and are usually set at an AGM; for health and safety reasons the Committee may issue Notice to members from time to time due to an unforeseen incident to safeguard members i.e. very high winds or excessive weather may prevent entry to property.

Appendix C : OFFICERS OF THE CLUB

Chair

- To Chair all relevant meetings of the Club; Chair usually the President or a nominated person agreed to preside at the meeting.
- To have the casting vote at all relevant meetings of the Club in the event of equality;

President

- To represent the Club on Special match days and other special events;

Secretary

- To keep a register of Club member's contact details and Next of Kin.
- To conduct the correspondence of the Club;
- To keep custody of all Club Documents, including copy of those held by the Land Holding Trustees in respect of property in perpetuity.
- To keep full minutes of all meetings of the Club, the Committee and Sub-Committees; for a period of 7 years before archive.
- To administer such insurance policies as may be needed to fully protect the interests of the Club, its Officers, and its Members including Green and Ground Maintenance activities and machinery.

Treasurer

- To collect all relevant fees from Club members;
- To make all relevant payments on behalf of the Club;
- To prepare Annual Balance Sheet for examination;
- To present Accounts for approval at the Annual General Meeting;
- To liaise with the Club's Charity Treasurer on all matters relating to the Club's Charity status.

Accounts Examiner

- To examine the Accounts and Balance Sheet;
- Auditor to be approved each AGM by majority vote of those entitled to vote.

Match Secretary

- To arrange matches as relevant with other Clubs, District, County and Bowls England; protocol to be observed in regard for application of Tours outside of County and Anniversary Matches. The Match Secretary may delegate Tour arrangements to nominated member without recourse to AGM, subject to Club Committee Approval.

Captain/s

- To select relevant representative teams and state the relevant match clothing for each game; See "Club Colours" for Women and Men.

Competition Secretary

- To arrange internal competitions for Club members to participate in;
- The Competition Secretary has the over-riding power to expel player(s) from competition where play-by dates are not met.

Green-keeper or his representative

- To record on Club Rink Board from playing members entry in Rink Book, the allocation of Rink for play each day as required. Any playing member wishing to book a rink for a morning game must agree the time of start with the head green-keeper prior to making a booking.

Development Officer/ Membership Secretary

- To recruit and retain members to the Club
- To distribute FREE posters and leaflets on "Play Bowls – The Sport for All" issued by Bowls England to assist members help recruit new members and distribute posters around the town.
- To liaise with Club Coach for new members/ Novices to receive tuition in the game of flat green bowls.

Club Coach/s

- To provide coaching at all levels from beginner to elite level is vital to the long term development of the sport of bowls and to safeguard Club property in using the Green and surrounds;
- To have attained a Coach Bowls qualification;
- To issue to each new member/Novice a welcome pack plus a copy of "Guidance for New Bowlers" Updated to reflect Laws of the Sport Crystal Mark (Latest Edition) obtainable from Bowls England.

Safeguarding Officer/ Club Welfare Officer

- To act as a point of contact for junior bowlers and vulnerable adults.

- Members including coaches, volunteers and Club Welfare Officer to attend relevant training courses to ensure all children and vulnerable adults are safe within their club; Bowls Development Alliance upon request can provide a course of qualification.
- “Cause for Concern” forms to be made available on Club Notice-Board. In the event of none available the person(s) to contact the Welfare Officer direct. All matters will be dealt with in a strictly confidential manner.

Club Delegates (Voting) to District and County Associations, including North Division and NHWBA

- To act as a liaison between the Club and other relevant associations;
- To record relevant minutes arising from association meetings affecting the club members and report back to the Club Committee at next monthly meeting requesting the Honorary Secretary to include an item of the agenda for discussion.

Press Officer

- To publicise the Club in local media, website and social media as relevant as discussed and agreed with Honorary Secretary, General Committee and Club Captain/s as deemed appropriate. Any publicity, including photographs involving children to have the consent of parent(s) or guardian in writing before submission for publication.

Appendix D: Licensing Act

Royston Bowling Club sells intoxicating liquor under Club Rules that must satisfy the requirements of the Licensing Act as highlighted below:-

- 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 Club Committee.
- 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.
- The Club has a policy of not selling tobacco or cigarettes as the Club House is deemed to be a smoke free environment and only smoking is permitted within a designated area but not on the Green. Members/Visitors are requested to use ashtrays and end of rink receptacles and bins for the disposal of litter.
- The Committee shall cause the Club bar to be opened at convenient times for sale, supply and consumption of intoxicating liquors and other refreshments at such times as laid down by the Local Licensing Authority. A list of bar prices to be prominently displayed at bar counter. No drinks are permitted on the Green.
- 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. Any daily till monies at the end of each day to be securely deposited in bar safe along with till statement for hand-over to Club Treasurer or his appointed representative as required.

- Proper accounts of all purchases and receipts from excisable goods shall be kept and presented at the AGM in each year and such information as the Honorary Secretary, Honorary Treasurer and, 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 E; Club Rules

Rink Bookings

Rinks must be booked for competition play when they are not required for Club matches. If a rink is booked and the booking is not honoured within half-hour of start time stated, then the person(s) booking the rink will forfeit the rink. No visitors may book a rink except through a Club Member. Priority for rink bookings are: National, County, with Letchworth & District and North Herts Women B.A. having equal priority.

Club Competitions

- All playing members are entitled to enter Club Competitions relevant to their sex. Mixed pairs will be the only competition entered as a pair; all other competitions shall be subject to a draw.
- In accordance with Bowls England any member Male or Female can be a member of more than one club, however, when entering Club Competitions, they can only enter the Championship Singles from the club that they enter their County and National Competitions.
- Any Club Member shall be allowed to enter the Novices Cup providing they have not won any Royston club singles competition.
- To encourage new members to enter the competition in their first year, should they so wish, the draw for Novices Cup shall be held over until 10th July each year.

Match Fees

Details will be posted on the Club Notice Board for each Home and Away Match.

Guests at Club

- Provided that visitor's names and the name of their introducer have been entered in the Visitor's Book upon entry to Club premises, visitors will be permitted to make purchase at bar, in pursuance to the above Rules;
- Guests may not be introduced more than three times in any calendar year without registering as a SOCIAL MEMBER. This rule will not apply to the number of visits by other club players or their supporters but they will be required to register their names in the Visitors Book. [See Temporary Members above].

Damage to the Club Property

- A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee, Trustees or, by the Honorary Secretary upon the instructions of the Committee.
- Any person causing damage to the Club property by accident should report it to a member of the Club Committee immediately and in writing to the Honorary Secretary within seven days. Failure to do so could result in expulsion from the Club.
- The Club cannot be held responsible for members and visitors property on the Club premises. Lost property should be reported to the Honorary Secretary; every endeavour shall be made to recover an item mislaid.

In the event of FIRE:-

- Where there are visiting groups of players and visitors only the number of persons need be recorded in the Club Visitors Book in case of fire to ensure safe exit to designated RV point. The Officers/ Captain/s on the day will be responsible to ensure all persons have vacated the building including toilets and cellar and a head count made at the RV point. No person shall be allowed back into the building for any reason until the Local Fire Brigade Officer authorises consent.

Exhibiting of Notices

- A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without prior written permission of the Honorary Secretary;
- A member shall comply with any notice exhibited by the Green Committee in regard to Rink play.

Bar Opening Times

- The permitted hours for the supply of intoxicating liquor will be posted on the club notice board and the bar will be open at these times or at such other hours as may be decided by the Committee subject to any restrictions imposed from time to time by the Licensing Authority;
- Members are reminded to leave the premises quietly, especially late evening to respect the privacy of our neighbours.

Settlement of Accounts

- A member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any byelaw relating to the settlement of such indebtedness.

Byelaws

- The Club may adopt such Byelaws or Regulations as it considers appropriate for the good management of the Club and its facilities.
- Death of a Member – In the event of the death of a member the surviving partner shall be offered (life) honorary Social Membership of the Club where deemed appropriate.

- Children visiting Club - shall at all times be with/the responsibility of a parent or guardian whilst on the Club premises; Rules/Practices are available from the Club Welfare Officer.
- Club Car Parking – The Club Car Park is strictly for the use of Members, their guests and visiting teams when attending matches or social events or whilst on Club business. The private Right of Way leading to the Club House Car Park shall be kept clear of parked vehicles to comply with the Jehovah Witness and, Health & Safety requirements to allow for immediate access of Statutory Authority service and emergency vehicles, fire appliances, delivery vehicles and Coaches.
- Smoking or vaping on the Green, Greenkeeper Workshop, Green Store Shed, Conservatory and in Clubhouse are not permitted.