

# MARINA BOWLING CLUB SANDY LANE DAWLISH



## **Constitution**

**Version 3**

**Compiled: March 2021**

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## Section 1: Name and Objectives

- 1.1 The name of the Club shall be Marina Bowling Club, Dawlish (hereinafter referred to within this constitution as the 'Club').
- 1.2 The Club shall be affiliated to Bowls England, Bowls Devon and any other body in whose activities the Club participates.
- 1.3 The objectives of the Club are to provide facilities for, and to promote participation in, the amateur sport of outdoor flat green bowls in Dawlish.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the current Laws of the Sport of Bowls.

## Section 2: Officers of the Club

- 2.1 The Officers of the Club shall be Full Members of the Club and shall consist of PRESIDENT, GENERAL SECRETARY, TREASURER, MEN'S CAPTAINS, LADIES CAPTAIN MEN'S VICE-CAPTAIN, LADIES VICE-CAPTAN, MENS SECRETARY, LADIES SECRETARY, MATCH SECRETARY, MEMBERSHIP SECRETARY, GREEN MANAGER, DEVELOPMENT & YOUTH OFFICER, SAFEGUARDING OFFICER, COMPETITON SECRETARY, SOCIAL SECRETARY, PRESS OFFICER. Officers shall be elected at the Annual General Meeting and shall hold office for the period of election, retiring at the end of the period of election. All Officers of the Club shall be eligible for re-election to the same office or another office at the end of their current period of election.
- 2.2 The role and duties of Officers are defined in the Club Rules/Bylaws.
- 2.3 The management Committee may make other appointments as required.

## 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 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) 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 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 FULL MEMBER shall have the full use of all Club facilities. Affiliation Fees shall be payable to Bowls Devon 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 Bowls Devon and Bowls England.
- (c) AN HONORARY/LIFE MEMBER shall have the full use of all the Club facilities. Affiliation Fees shall be payable to Bowls Devon and Bowls England.
- (d) 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 Joining Fee & Subscription Fee**

3.3.1 The rate of 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 start of the season. The current rate of 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 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 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.
- (d) The Club Committee may waive, suspend or reduce the subscription of any member if, in its absolute discretion, it considers that there are exceptional and reasonable circumstances for doing so.

3.3.2 All members shall pay their first annual subscription fee upon election to the Club and thereafter by the 31<sup>st</sup> May.

### **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 electronic mail 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 Committee and shall include the name, home address, Post Code, Email address and other contact details ('phone, mobile) 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 Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Committee may refuse applications only for good cause such as conduct likely to bring the Club into disrepute. The 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 Constitution Rules or Bylaws 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 1<sup>st</sup> 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**

- (a) The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other annual fees are more than one month in arrears provided that the Committee may, at its absolute discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may use the Club premises or vote at any meeting.

### **3.6 Conduct of Members**

#### **3.6.1 Under-taking by members to comply with rules**

- (a) Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Bylaws 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 General 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 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** (referred to as The Committee)

- 4.1 **Composition of The Committee**
- 4.1.1 The Committee shall consist of the Officers, ex-officio, and not less than 6 or more than 16/17 Full Members elected at the Annual General Meeting 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 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 General 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 posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting.

- 4.1.3 If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot of those members present and entitled to vote at the Annual General Meeting.
- 4.1.4 If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if majority of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.
- 4.1.5 In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot or previously nominated person.
- 4.1.6 If, for any reason, a casual vacancy shall occur, the Committee may co-opt another person to fill such a vacancy until the next following Annual General Meeting. Co-opted Members will be entitled to vote.

#### 4.2 **Committee Meetings**

- 4.2.1 The Committee shall endeavour to meet monthly during the summer season and as required during the winter period, 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 Six members personally present shall form a quorum at a meeting of the Committee.
- 4.2.4 Any conflict of interest must be declared to the Chairman (or other nominated person) prior to the start of the meeting. The Chairman (or other nominated person) will determine if the person may remain in the meeting and/or vote when the item is discussed.
- 4.2.5 No transaction of Club business shall contravene the terms of the Club Licencing Agreement or Lease with Teignbridge District Council

#### 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 or profits will be re-invested in the Club.

#### **4.4 Appointment of Sub-Committees & Co-option**

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.

4.4.2 The Committee shall have powers of co-option and have power to deal with any matters not specifically covered by these rules.

#### **4.5 Disclosure of Interest to Third Parties**

4.5.1 A member of the Committee, of a sub-committee or any member of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.

#### **4.6 Limitation of Committee's authority**

4.6.1 The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Committee. No one shall, without the express authority of the Committee, borrow money or incur debts on behalf of the Club or its membership.

#### **4.7 Members' indemnification of Committee**

4.7.1 In pursuance of the authority vested in the Committee by members of the Club, members of the Committee are entitled to be 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 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 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, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.

*“The liability of the [Committee/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club from time to time.”*

**4.9 Nomination of 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.

4.9.2 The election of Honorary/Life Members shall be placed before the Annual General Meeting 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.

## **Section 5: Trustees**

5.1 There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full or Honorary Members who are willing to be so appointed.

5.2 A Trustee shall hold office for a maximum term of Ten years, or until they resign by notice in writing given to the Committee or until a resolution removing them from office be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

5.3 All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the General Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and they shall by Deed duly appoint the person or persons so nominated by the Committee.

5.4 The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

5.5 The Trustees shall be effectually indemnified by any policy of insurance or 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 November on a date to be fixed by the Committee. The General Secretary shall at least fourteen days before the date of such meeting circulate to each member notice hereof and of the business to be brought forward thereat. This may be either by post or electronic mail.
- 6.2 No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Honorary Auditors, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a member entitled to vote to the General Secretary at least 28 days before the date of the Annual General Meeting.
- 6.3 The 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 Committee shall call a Special General Meeting upon a written request addressed to the General Secretary signed by at least ten full members. The Committee shall meet within Two days of the request in order to call a SGM. The Committee shall give twenty one days' notice in writing or by email 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 The Club President will preside at any General Meeting, or in their absence, a Chair elected by a majority of those present shall preside.
- 6.6 Fifteen 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 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.
- 6.9 In the case of an equality of votes the President (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, Bylaw or Regulation of the Club such Rule, Bylaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.  
[Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its objects or winding-up provisions].

## Section 7: Dissolution of the Club

- 7.1 If, at any General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, the Secretary shall immediately convene a Special General Meeting to be held not less than one month thereafter to discuss and vote on the resolution.
- 7.2 If, at that Special General Meeting, the resolution is carried by at least two-thirds of the Members present, the Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the Club and discharge all debts and liabilities of the Club.
- 7.3 If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever; the same shall not be paid to or distributed amongst the members of the Club.
- 7.4 Upon dissolution of the Club the Committee shall give or transfer the net assets remaining to one or more of the following:
- (a) To another Club with similar sports purposes which is a charity and/or
  - (b) To another Club with similar sports purposes which is a registered CASC and/or
  - (c) To Bowls England for use by them in related community sports.

## Section 8: Miscellaneous

- 8.1 **Opening of 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.
- 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 **Equalities**  
The club shall adhere to the Equality Policy of Bowls England.
- 8.4 **Licensing**  
The club shall adhere to the requirements of the Licensing Act (or any subsequent Act) with regard to the purchase and supply of excisable goods.
- 8.5 The Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and the Club.

Approved 2021 AGM

Signed: Sharon Hustler.....  
President

.....Colin Parker.....  
General Secretary