



# Wellesbourne BC Constitution

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## 1. Name and Objectives

- 1.1. The name of the Club shall be Wellesbourne Bowls Club (referred to within this Constitution and other documents as the Club). The Club shall be affiliated to Bowls England and Warwickshire County Bowls Association.
- 1.2. The objectives of the Club are:
  - To provide facilities for, and to promote participation in, the sport of outdoor flat green bowls in the local community.
  - To provide and maintain an outdoor bowling green, a clubhouse and other conveniences for the benefit of the Club members.
  - To promote the Club's activities to potential new members including young people and those with disabilities.
  - To offer bowls coaching and competition opportunities to all Club members.
  - To provide a duty of care and protection to all Club members
  - To make sure all Club members are treated equitably.
- 1.3. The Club adopts and conforms to Bowls England Rules and Regulations and the current Laws of the Sport of Bowls.

## 2. Club status

- 2.1. The Club is an unincorporated association, which is an organisation set up through an agreement between a group of people who come together under a set of rules (this Constitution) for a reason other than to make a profit. The Management Committee and individual members of the Club are responsible for any debts and contractual obligations. Most small sports clubs operate on this basis.
- 2.2. The income and property of the Club, however derived, shall be applied solely towards the promotion of and the objectives of the Club.

## 3. Officers of the Club

- 3.1. The Officers of the Club shall be full members. They are Chair, Vice-Chair, Secretary, Treasurer, Club Captain, Women's Captain, Fixture Secretary (x2), Competitions Secretary, Publicity Officer, Green Team Liaison Officer, Safeguarding Officer (x2) and Club Coach.
- 3.2. The Club is run and managed by a Management Committee, the composition and role of which are set out later in the Constitution.
- 3.3. Officers are elected at the Annual General Meeting (AGM) and will hold office for a 12-month period. Officers are eligible for re-election to the same office or another office at the end of their current period of election. The names of those elected will be published on the Club website and at the clubhouse.

- 3.4. Candidates for election to an officer position, including the ordinary members of the Committee, will be proposed and seconded by full/life members of the Club with notification received by the Secretary at least 21 days before the date of the AGM. Nominations, together with the names of the proposer and seconder will be posted at the clubhouse and included in the AGM papers at least 14 days before the meeting.
- 3.5. A full member can hold two or more officer positions.
- 3.6. Only full members whose sole outdoor club is Wellesbourne Bowls Club may stand for a position of officer.

## 4. Finance and accounts

- 4.1. The funds of the Club shall be deposited in the accounts approved by the Management Committee and no financial liabilities shall be incurred or payment made, except as authorised by the Committee or by a General Meeting. No investment of Club funds shall be made without similar authority.
- 4.2. The Treasurer shall receive all monies payable to the Club and shall issue receipts for all payments, subscriptions and donations where appropriate. The Treasurer shall make all outgoing payments on behalf of the Club. The Treasurer shall keep a debit and credit account and prepare an annual financial report and statement immediately after the end of the Club financial year which ends on 30 September.
- 4.3. All cheques drawn on behalf of the Club shall be signed by and any electronic payments shall be authorised by two of the following five officers: Treasurer, Chair, Vice-Chair, Secretary and one other nominated Committee Member.
- 4.4. The Treasurer shall submit to the AGM, a duly audited statement of finances, and a copy shall be made available to each member of the Club.
- 4.5. Members incurring pre-authorised and necessary expenses when carrying out their duties as representatives of the Club may be reimbursed.
- 4.6. The accounts will be audited annually. The auditor will be appointed at the AGM.

## 5. Membership – categories, voting and rights of membership

- 5.1. Bowling membership of the Club is open to anyone interested in the sport of outdoor flat green bowls regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 5.2. The membership categories are:
  - **Full** – Aged 18 and over. One vote. Full use of the Club facilities.
  - **Junior** – Aged 10 to 17. No vote. Full use of the Club facilities, subject to compliance with the Licensing Act.
  - **Social** – Aged over 18. No vote but are entitled to attend the AGM. Full use of the clubhouse facilities. No access to bowling facilities.
  - **Honorary Life Full Bowling Member** - One vote. Full use of the Club facilities free of annual subscription. Nominations for this membership are made via the Committee and voted on at the AGM.
- 5.3. An individual member of any club affiliated to Bowls England can use the premises of the Club and becomes a temporary member for the time of their stay.
- 5.4. Attendees at any pre-arranged social or community function in the clubhouse are granted temporary membership for the duration of the function concerned. This excludes persons aged

under 18 who must always be accompanied by an adult who is deemed to be the temporary member.

- 5.5. Guest bowlers and those wishing to try the sport are encouraged and will be classed as temporary members during their stay. They will have access to the Club facilities accompanied by a Club bowling member. A guest bowler may only use the green 6 times during the season. The green fee is waived for these 6 visits in order to promote membership take up. It is expected that a guest member will become a full member if they wish to use Club facilities after the 6th visit.
- 5.6. Social Members may bring guests to use the Clubhouse facilities.

## 6. Membership – fees

- 6.1. The fee for the membership categories will be proposed by the Committee to the members at the AGM. Any proposed fee changes must be approved by a majority of those present and entitled to vote and shall become operative on 1 April. A member cannot use the Club facilities or play in matches until the fee is paid. Fees will be published on the Club website.

## 7. Membership – use of personal data and communication

- 7.1. Every member will be required to provide a contact email, phone number and address which will be included on the Club database. The purposes of collecting this data, the uses of it and who it might be shared with are set out in the Club Privacy Statement.
- 7.2. Membership of the Club and, therefore, acceptance of this Constitution and the associated Privacy Statement by the member will be deemed to constitute consent to the holding of relevant personal data for the essential management of the Club. The Club undertakes to safeguard that data in accordance with the Data Protection Act and GDPR Regulations (2018).
- 7.3. All communication will be sent by email, unless a member opts out or expresses an alternative means. Any email sent will be deemed to have been duly delivered.
- 7.4. Unless they opt out, the contact details of members will be shared with all other members. This is to support the efficient operation of the Club. Further details are in the Privacy Statement contained in the handbook and on the website.

## 8. Conduct of members and complaints

- 8.1. In paying the membership fee and upon receipt of a copy of the Constitution and Code of Conduct, every member is bound to comply with their contents.
- 8.2. All disciplinary matters will be dealt with in accordance with the Code of Conduct and/or the relevant sections of the Bowls England Regulation 9, which can be found on the BE Website. Should a membership be revoked temporarily or permanently, the member is not entitled to have any part of the membership fee refunded and must return any Club property.

## 9. Club and member liability

- 9.1. Members are bound by the following Rule:

*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) That the Club will not accept any liability for any damage to or loss of property belonging to members on the Club premises, including on the Club car park and on the field/parking area next to the cricket pitch.*

*(b) That the Club will not accept any liability for personal injury arising out of the use of the Club premises or any other facilities of the Club sustained by members or caused by the said members if such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them.*

9.2. The Club shall hold insurance that will adequately cover Public/Civil Liability against Club activities and use of the Club facilities.

9.3. 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:

*The liability of the Committee and officers 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.*

## 10. Management Committee

### Members

- 10.1. The Committee shall consist of 12 positions made up of 9 officers and 3 ordinary members. The officer positions are – Chair, Vice-Chair, Secretary, Treasurer, Club Captain, Women's Captain, Fixture Secretary (shared role in 2025), Publicity Officer and Green Team Liaison Officer. The officer positions of Competitions Secretary, Safeguarding Officer (shared role in 2025) and Club Coach are not members of the Committee but will attend meetings periodically as required.
- 10.2. The Committee can co-opt further members if required. If any officer leaves the Committee for whatever reason, the Committee can replace that officer until the next AGM.
- 10.3. The Committee can set up sub-committees and working groups as required and may delegate its powers to them.

### Meetings

- 10.4. The Committee shall endeavour to meet a minimum of 8 times per year. These meetings can be held in person or virtually. There is no minimum period for calling a meeting to allow flexibility and urgent matters to be considered. In exceptional cases, decisions on urgent matters can be secured by the Chair or Secretary via email.
- 10.5. Items for decision do not require a proposer and seconder. The Chair will put forward the decision required and voting shall be by show of hands with the decision made by majority. In the case of equality of votes the Chair of the meeting has a second and casting vote. Committee members can ask to have their name recorded as voting for or against.
- 10.6. Six members (of which four must be officers) shall form a quorum.
- 10.7. Any conflict of interest must be declared to the Chair of the meeting prior to its start. The Chair of the meeting will determine if the person may remain in the meeting and/or vote when the item is discussed.
- 10.8. Meetings are closed and not open to Club members to observe. However, any Club member can request to attend a Committee meeting to raise an issue or make a proposal. In addition, a Club member or several can be invited by the Committee to attend and participate in a specific item. The minutes and actions of the Committee meetings (redacted where necessary) will be made available to Club members.

## **Powers**

- 10.9. The Committee will manage the affairs of the Club according to this Constitution and other rules and guidelines.
- 10.10. The Committee is empowered to develop and approve club policies, procedures and guidelines.
- 10.11. It will ensure that the funds of the Club are applied solely to Club objectives. It will also ensure that the property and funds of the Club are not used for the direct or indirect private benefit of individual members. 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.
- 10.12. 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.
- 10.13. The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club, shall enter into contracts only as far as expressly authorised 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.

## **Indemnification**

- 10.14. 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.
- 10.15. 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. 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.
- 10.16. The Club shall hold insurance that will adequately cover Public/Civil Liability against Club activities and use of the Club facilities.

## **11. Annual and Special General Meetings**

- 11.1. An AGM of the Club will be held each year in October or November on a date to be fixed by the Committee. The Secretary will at least 14 days before the meeting circulate to each member notice of the meeting and the business to be brought forward. This will be done by email.
- 11.2. The Committee may at any time, upon giving 14 days' notice, call a Special General Meeting (SGM) of the Club for any special business, the nature of which shall be stated in the notice. The discussion shall be confined to the business stated in the notice.
- 11.3. The Committee shall call a SGM upon a written request to the Secretary signed by 7 members of the Committee or one third of the total number of full/life members. The Committee shall meet within 14 days of the request and then call the SGM to be held within another 14 days. This will be done via email to Club members. The discussion shall be confined to the business stated in the written request.

- 11.4. At every general meeting of the Club the Chair will preside, or in their absence, a chair elected by a majority of those present.
- 11.5. One third of the Club members (all categories except junior) personally present shall form a quorum at any general meeting.
- 11.6. Only Full and Life Members can vote at a general meeting. Social Members may attend and are welcome to speak.
- 11.7. Voting shall be by show of hands with the decision made by majority. Uncontested officer positions which have been proposed and seconded in accordance with the Constitution will be regarded as having been agreed and will not require a vote.
- 11.8. In the case of an equality of votes the Chair (or other nominated person) has a second or casting vote, on any matter.
- 11.9. The Club will also hold a Spring Meeting in March, the purpose of which is a pre-season meeting to allow membership renewal and inform members of the plans and arrangements for the playing season ahead. This is not a formal decision-making meeting. However, the Committee reserves the right to bring constitutional and financial matters which require a Club membership decision or discussion, particularly where they cannot wait for the next AGM or do not justify the calling of a SGM.

## 12. Safeguarding

- 12.1. The Club recognises its responsibilities for the safeguarding of all children and young people under the age 18 and vulnerable adults over the age of 18 who may be unable to take care of himself or herself, or unable to protect himself or herself against significant harm or exploitation, regardless of gender, ethnicity or ability.
- 12.2. To support this responsibility, the Club has produced a Safeguarding Statement, a copy of which will be given to every member and will be available on the website.
- 12.3. This Statement will set out the details of the Club's Safeguarding Officers who are required to be registered with Bowls England and names notified to the Warwickshire County Bowls Association.

## 13. Premises and Licensing

- 13.1. The Club premises will be open to members at such times set by the Committee.
- 13.2. The Club will adhere to the requirements of the Licensing Act 2003 with regard to the purchase and supply of excisable goods.
- 13.3. The permitted hours for the sale of alcohol for consumption on Club premises are:
  - Monday to Saturday 10.00 to 23.00
  - Sundays 12.00 to 22.30
- 13.4. The Club premises licencing certificate also authorises the showing of films (indoors) in the periods 14.00 to 17.00 and 19.00 to 22.00 on Wednesdays.
- 13.5. 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 Committee.
- 13.6. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of 18 who are entitled to the use of the Club premises in line with this Constitution. No Junior Member or visitor/guest under the age of 18 may purchase or attempt to purchase

intoxicating liquor within Club premises. Members working behind the bar should ask for age identification where necessary.

- 13.7. No person will take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit from the supply of such goods shall (after deduction of the costs of providing the goods) be applied solely towards the objectives of the Club.
- 13.8. Accounts of all purchases and receipts from excisable goods will be kept and recorded in the financial report to the AGM.

## 14. Wellesbourne Sports Association (WSA)

- 14.1. The Club will be a section of the WSA and any business with the Parish Council will be conducted through the WSA.
- 14.2. The Chair (or nominee which can be the Vice-Chair, Secretary, Treasurer or Club Captain) will represent the Club on the WSA.

## 15. Dissolution of the Club

- 15.1. If, at any Committee or other meeting of the Club, a resolution is proposed calling for the dissolution of the Club, the Secretary will immediately convene a SGM to be held within 28 days to discuss and vote on the resolution.
- 15.2. If the resolution is carried by at least two-thirds of the Members present, the Committee will at the date specified in the resolution, proceed to realise the assets of the Club and discharge all debts and liabilities of the Club.
- 15.3. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any monies or property whatsoever, those monies and property will not be paid to or distributed amongst the members of the Club. Instead, they will be transferred to one or more of the following – a registered charitable organisation, another registered community amateur sports club, Bowls England for them to invest in the sport.

## 16. Amendment of the Constitution

- 16.1. This Constitution will be reviewed periodically and at least annually. Approval of major revisions to the Constitution will be at an AGM or SGM. Any necessary or urgent mid-year amendments brought about through unseen circumstances can be agreed and adopted by the Committee, except on those matters which expressly require a decision at an AGM or SGM, including the setting of membership fees.
- 16.2. The Constitution and Club Handbook will be handed to members when they pay the annual membership fee. It will also be published on the website. Any mid-year revisions will be published on the website.