Oystermouth Bowls Club

Constitution

Version 1

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Section 1: Name and Objectives

1.1 The name of the Club shall be Oystermouth Bowls Club (hereinafter referred to within this constitution as the ‘Club’).

1.2 The Club shall be affiliated to Swansea Bowls Association and other relevant organisations where appropriate.

1.3 The objectives of the Club are to provide facilities for, and to promote participation in, the amateur sport of outdoor lawn green bowls in Mumbles and the surrounding area.

1.4 The Club shall adopt and conform to Bowls Wales 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 Chair, Secretary, Treasurer, Fixtures Secretary, Captain, Vice- Captain and Selector(s)

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. No member will hold the same office of the committee for more than three consecutive years and will not be a member of the committee for more than five consecutive years. If no other member is available to take on the office, then the member due to leave the committee will be able to continue. That is to say that the member may hold the same office for more than three consecutive years and may be a member of the committee for more than five consecutive years.

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. The rights and privileges of a member shall not be transferable.

(a) A FULL MEMBER – being a person who has attained the age of eighteen years shall have one vote.

(b) A JUNIOR MEMBER – being a person who is under the age of eighteen shall have one vote.

(c) A LIFE MEMBER – who shall have one vote.

3.2 Rights and privileges of members

3.2.1 The rights and privileges of each category of membership shall be as follows:-

(a) A FULL MEMBER shall have the full use of all Club facilities.

(b) A JUNIOR MEMBER shall have the full use of all Club facilities.

(c) A LIFE MEMBER shall have the full use of all the Club 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 The Subscription Fee

3.3.1 The 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 1st of January. Given that as of the 1st of July each year any new members cannot be registered to play by Swansea Bowling Association in any league or cup matches the membership fee charged after the 1st of July will be 50% of that agreed at the Annual General Meeting.

(a) Membership of the Club shall be open to anyone interested in the sport of outdoor lawn 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 unreasonable behaviour or conduct likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the members. If consideration of removal of membership is as a result of a disciplinary issue, the procedure to be adopted shall be that as set out at point 3.6.2 of this Constitution.

3.3.2 All members shall pay their first annual subscription fee upon election to the Club and thereafter by 1st April.

3.4 Members’ duty to provide contact details

3.4.1 Every member shall furnish the Secretary with up-to-date contact details, including emergency 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

(a) An application for membership shall be in the form prescribed by the Committee and shall include the name, address, contact details and emergency contact details of the candidate. The Data Protection Act 2018 will be followed by the Club.

3.5.2 Election of Members

(a) Upon receipt of an application for membership, there shall be a meeting of the Committee, this can be done via email, 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 unreasonable behaviour or conduct likely to bring the Club into disrepute. The Secretary shall inform each candidate in writing of the candidate's election or non-election. The Secretary shall furnish an elected candidate with a copy of the Constitution 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 to the Secretary before 31st March and shall not then be liable to pay the subscription for the following year. Such notice maybe given in writing, via email or verbally. (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 three months in arrears provided that the Committee may, at its absolute discretion, re-instate such member upon payment of arrears. No member whose annual subscription is in arrears may vote at any meeting. The committee or appointed officer may at their discretion consider the individual circumstances of a member before enforcing this clause and agree an appropriate arrangement.

3.5.6 Guests and Temporary Members

(a) Guests of members may use the club’s facilities and take part in bowls activities. No green fee is payable. All guests must be accompanied by a full member. They can use the facilities 3 times during a calendar year after which they would be expected to join as a full or junior member. This expectation only refers to membership of the club and does not change the right any person has to use the green when open to the public.

(b) Temporary Members - Bowlers from other clubs taking part in a club match, county competition or tournament and their supporters will be deemed to be “temporary members”. New Bowlers attending an open day or taster session will be deemed to be “temporary members” and will be entitled to attend 3 further coaching/roll up sessions either with the club coach or another full member without paying a green fee. After this they would be expected to join as a full or junior member.

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 this constitution and the Club policies.

3.6.2 Disciplinary action against members

(a) All disciplinary matters will be dealt with in accordance with the Club’s policies.

(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 Secretary.

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.

Section 4: Management Committee

4.1 Composition of Committee

4.1.1 The Committee shall consist of the Officers elected at the Annual General Meeting to hold office for the term of their elected period. The President will be an Honorary member of the committee. A nomination for President will be recommended by the Management Committee for approval at the Annual General Meeting.

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 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 Seconder 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 will be determined by the casting vote of the Chair

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 at least every two months making such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish.

4.2.2 If the Chair is not present at the meeting a temporary Chair will be appointed from those present.

4.2.3 Voting shall be by 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.

4.2.4 Four members personally present shall form a quorum at a meeting of the Committee.

4.2.5 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 this Constitution and shall cause the funds of the Club to be applied solely to the objects of the Club.

4.3.2 The Committee will ensure that reasonable steps are taken to follow relevant legal requirements and will produce policy documents as required.

4.3.3 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. 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, 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 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 any such costs, expenses and liabilities arise in connection with any negligence, default, breach of duty or breach of trust.”

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.

“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 Nomination of Life Members by Committee

4.9.1 The Committee may nominate for election at an Annual General Meeting such Life Members as the Committee may think fit.

4.9.2 The election of Life Members shall be placed before the Annual General Meeting each year and shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

Section 5: Annual General Meeting

5.1 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 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 electronically.

5.2 No business, except the passing of the Accounts and the election of the Officers, Committee 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 Secretary at least 28 days before the date of the Annual General Meeting.

5.3 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.

5.4 The Committee shall call a Special General Meeting upon a written request addressed to the Secretary signed by at least 10 members. The Committee shall meet within 10 days of the request in order to call a SGM. The Committee shall give twenty-one days’ notice in writing of any such Special General Meeting. 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 1/3 of full 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 shall vote at any General Meeting of the Club. Other members may attend and speak but are not entitled to vote.

5.8 Voting shall be by 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.

5.10 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of the Constitution shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

Section 6: Dissolution of the Club

6.1 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.

6.2 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.

6.3 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.

6.4 Upon dissolution of the Club the Committee shall give or transfer the net assets remaining to one or more other similar organisations as determined by the Special General Meeting.

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