



# CONSTITUTION

## APRIL 2024

Spencer Melksham Bowls Club  
Beanacre Road  
Melksham  
SN12 8AG

## Section 1: Name

- 1.1 The name of the Club shall be Spencer Melksham Bowls Club (hereinafter referred to within this constitution as the 'Club') and is a subsection of Spencer Sports and Social Club (SSSC).

## Section 2: Objectives

- 2.1 The objectives of the Club are to provide facilities for, and to promote participation in, the amateur sport of outdoor flat green bowls in Melksham and the Surrounding Area.
  - 2.1.1 The Club shall be affiliated to Bowls England and Bowls Wiltshire.
  - 2.1.2 The Club shall adopt and conform to Bowls England Policy, Rules and Regulations.
  - 2.1.3 The Club shall adopt and conform to Crystal Laws of the Sport of Bowls.

## Section 3: Membership

- 3.1 Membership of the Club shall be open to anyone interested in the sport of outdoor flat green bowls on application regardless of: sex, gender, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.
- 3.2 Membership Categories and Access:
  - 3.2.1 There shall be the following categories of membership:
    - a) A FULL MEMBER - being a person who, at the date of joining, shall have attained the age of eighteen years. The person shall:
      - Be a member of Spencer Melksham Bowls Club on payment of the appropriate fee.
      - Have the full use of all Club premises and facilities.
      - Have access to National, County, Club competitions and Friendlies.
      - Have one vote at relevant Club meetings.
      - Pay affiliation fees to Bowls England and Bowls Wiltshire.
      - Pay affiliation fee to SSSC.
    - b) A NEW MEMBER - being a person who, at the date of joining, shall have attained the age of eighteen years and is in their first season or, someone re-joining after a 5-year absence. The person shall:
      - Be a member of Spencer Melksham Bowls Club on payment of the appropriate fee.
      - Have the full use of all Club premises and facilities.
      - Have access to National, County, Club competitions and Friendlies.
      - Have one vote at relevant Club meetings.
      - Pay affiliation fees to Bowls England and Bowls Wiltshire.
      - Pay affiliation fee to SSSC.

Note 1: New Members pay 75% of the season Full membership fee.

Note 2: New Members who join after 1<sup>st</sup> July are entitled to a 25% reduction in that seasons Spencer Melksham Bowls Club New Members fee. Except for Club competitions all other New Member terms will apply.

Note 3: New Members will become Full Members the following season.

- c) A JUNIOR MEMBER - being a person who, at the date of joining, is under the age of eighteen. The person shall:
  - Be a member of Spencer Melksham Bowls Club on payment of the appropriate fee.
  - Have the full use of all Club premises and facilities, except consumption of Alcohol.
  - Have access to appropriate National, County, Club competitions and Friendlies.
  - Have no vote at relevant Club meetings.
  - Pay affiliation fees to Bowls England and Bowls Wiltshire.
  - Pay affiliation fee to SSSC.
- d) A SOCIAL MEMBER – being a person who is not a Full member. The person shall:
  - Be a member of Spencer Melksham Bowls Club on payment of the appropriate fee.
  - Have the full use of all Club premises and facilities.
  - Be eligible to play in roll-up's and Club Friendlies.
  - Have no vote at relevant Club meetings.
  - Pay affiliation fees to Bowls England and Bowls Wiltshire.
  - Pay affiliation fee to SSSC.

Note: Social Members wishing to play National, County, Club competitions and Friendlies must become Full Members.
- e) A TEMPORARY PLAYER - being a person attending the Club for a limited period of time to try out the game of Bowls. The person shall:
  - Have a maximum of 4 free visits per year.
  - Be supervised by a Full Club Member.
  - During supervised visit have use of all Club premises and facilities.
  - Have no entry to National, County, Club competitions and Friendlies.

### 3.3 Affiliation and Club Membership Fees.

- 3.3.1 The annual Affiliation fees are set by external organisations and apply to all categories where specified.
- 3.3.2 The annual Club Membership fee for each category of Membership shall be proposed each year by the Committee to the members at the Annual General Meeting (AGM). Any proposed changes shall be approved by majority of those present and entitled to vote and shall become operative from seven days following the AGM.
- 3.3.3 The current rate of annual Affiliation and Club Membership fees shall be prominently displayed in the Club premises.
- 3.3.4 Without adversely affecting the Club's financial position, the annual Club Membership fee will be kept at levels that will not pose a significant obstacle to people participating.
- 3.3.5 The annual Affiliation and Club Membership fees run for 12 months from 1<sup>st</sup> of February to the following 31<sup>st</sup> of January.
- 3.3.6 All members shall pay the annual Affiliation and associated category Club Membership Fees by 28<sup>th</sup> February of each year.

### 3.4 Members' Duty to Provide Contact Details.

- 3.4.1 Every member shall furnish the Secretary with up-to-date contact details that shall be recorded in the Register of Members and any notice sent to such address/es either by post or electronically shall be deemed to have been duly delivered.

### 3.5 Joining, Leaving and Arrears.

#### 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 of the candidate and data protection disclaimer.
- b) Candidates for membership shall have no privileges whatsoever in relation to the use of the Club premises or facilities until they have become a member.

#### 3.5.2 Payment of fees upon joining:

- a) A candidate shall pay, within one calendar month, the annual Affiliation and Club Membership fees as shall be requested. In default of such payment, joining shall be void unless sufficient cause for delay be shown. Those who join after 1<sup>st</sup> July are entitled to a 25% reduction in that seasons Spencer Melksham Bowls Club New Members fee.

#### 3.5.3 Member leaving the Club:

- a) A member who retires or leaves the Club shall not be entitled to have any part of the annual Affiliation and Club Membership fees refunded.

#### 3.5.4 Arrears of subscription:

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

### 3.6 Conduct of Members.

#### 3.6.1 Undertaking by members to comply with rules:

- a) Every member, upon joining and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Constitution and Rules.

#### 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 Affiliation or Club Membership fees refunded and must return any property belonging to the Club.

### 3.7 Complaints.

#### 3.7.1 Complaints of any nature shall be addressed in writing to the Secretary.

### 3.8 Members of other Bowls England Affiliated Clubs.

#### 3.8.1 Visiting players must belong to a Club affiliated to Bowls England (a list whereof is published by Bowls England annually).

### 3.9 Limitation of Club Liability.

#### 3.9.1 Members are bound by the following Constitution 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, or Servants of the Club.”*

### 3.10 Data Protection

3.10.1 Membership of the Club and acceptance of this Constitution 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: Finance**

- 4.1 The Financial Year shall be 1<sup>st</sup> November to 31<sup>st</sup> October to align with November AGM.
- 4.2 Membership and Match fees will be decided for the coming year at the AGM.
- 4.3 The Club shall take out appropriate Insurance on Club members.
- 4.4 The scrutineers are to carry out an audit of the books of account of the Club prior to the AGM, and to provide through the Treasurer the signed accounts and their comments in order that all members can be appraised of the financial situation within the Club during the AGM.
- 4.5 Any Sponsorship money that is raised is to be used for the good of the members, ie facilities, new equipment, maintenance and not to reduce fees.
- 4.6 Where the Club has paid entry fees for competitions, any prize money from that competition will go back to the Club.
- 4.7 The Committee is limited to spending a maximum of £500 on a single item without calling for a Special General Meeting.

## **Section 5: Officers of the Club**

- 5.1 The Officers of the Club shall be Full Members of the Club over the age of eighteen and shall consist of:
  - Executive Officers:
    - Club Captain,
    - Club Vice Captain,
    - Secretary,
    - Treasurer,
    - Fixture Secretary,
    - Green Manager
  - Non-Executive Officers:
    - Events Manager,
    - Coaching Team,
    - Safeguarding Officer,
    - Club Competitions Manager,
    - National/County Competition Co-ordinator
    - Building Maintenance Manager,
    - Sponsorship Co-ordinator,
    - Selectors,
    - Publicity and Social Media Co-ordinators,
    - Club Representatives are Club and League Team Captains.

- 5.2 All Officers shall be elected at the AGM and shall hold office for the period of 1 year.
- 5.3 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.
- 5.4 The position of Club Captain and Vice Club Captain shall rotate between a member of the Ladies and Men's team.
- 5.5 Election of Officers
  - 5.5.1 Candidates for election shall be those members of the retiring officers offering 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 AGM 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 AGM.
  - 5.5.2 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.
  - 5.5.3 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 AGM, and entitled to vote, vote in favour of such election.
  - 5.5.4 In the event of the ballot having an equality of votes the Club Captain or Deputy shall have a second and casting vote.
  - 5.5.5 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.

## **Section 6: Management of Club.**

- 6.1 The management of the Club shall be vested in the Executive Officers elected at the AGM with assistance from the Non-Executive Officers.
- 6.2 Committee Meetings.
  - 6.2.1 A committee meeting will be held every month throughout the year attended by Executive and Non-Executive Officers.
  - 6.2.2 All those attending may have a vote.
  - 6.2.3 Voting shall be by show of hands. In the case of equality of votes the Club Captain (or other nominated person) shall be entitled to a second and casting vote.
  - 6.2.4 Three Executive Officers present in person shall form a quorum at a meeting of the Committee.
  - 6.2.6 Any conflict of interest must be declared to the Club Captain (or other nominated person) prior to the start of the meeting. They will determine if the person may remain in the meeting and/or vote when the item is discussed.
  - 6.2.7 The minutes of Committee meetings are considered confidential and will only be distributed to Officers of the Club.
- 6.3 Powers of the Committee.
  - 6.3.1 The Committee shall manage the affairs of the Club according to the Constitution and Rules and shall cause the funds of the Club to be applied solely to the objects of the Club. This does not prevent the Club from paying to a Club member any expenses reasonably incurred in connection with the Club's business where such payments are approved by the Committee.
  - 6.3.2 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 Constitution. 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.

- 6.4 Appointment of Sub-Committees.
- 6.4.1 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.
- 6.5 Disclosure of Interest to Third Parties.
- 6.5.1 Members of the Committee, Sub-Committees or any member of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.
- 6.6 Limitation of Committee's authority.
- 6.6.1 The Committee, Sub-Committee or any person 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.
- 6.7 Members' Indemnification of Committee.
- 6.7.1 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) 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.
  - 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 Committee.
- 6.7.2 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 their category of membership unless the Committee has been authorised to exceed such limit at the AGM.
- 6.8 Contractual Liability.
- 6.8.1 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.

## **Section 7: Annual General and Special General Meetings**

- 7.1 At every Annual General Meeting (AGM) or Special General Meeting (SGM) of the Club, the Club Captain or their deputy will preside.
- 7.2 Ten members entitled to vote at the relevant meeting and personally present shall form a quorum at any AGM or SGM of the Club.
- 7.3 Only Full or New Members shall vote at any AGM or SGM of the Club. Other members may attend and speak but are not entitled to vote.
- 7.4 Voting, except upon the election of members of the Committee, shall be by show of hands.
- 7.5 In the case of an equality of votes the Club Captain or deputy shall have a second and casting vote, on any matter.
- 7.6 On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of the Club Constitution or Rules shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.

#### 7.7. Annual General Meeting (AGM)

7.7.1 The Secretary shall notify members of the date of the AGM at least 30 days before.

7.7.2 An AGM 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 there at. This may be either by post or electronically.

7.7.3 No business, except the passing of the Accounts and the election of the Officers, 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 AGM.

#### 7.8 Special General Meeting (SGM)

7.8.1 The Committee may at any time, upon giving twenty-one days' notice in writing, call a SGM of the Club for any special business summons sent to members.

7.8.2 The Committee shall call a SGM upon a written request addressed to the Secretary signed by at least six full members. The Committee shall meet within seven days of the requisite number of requests in order to call a SGM.

7.8.3 The nature of the SGM shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated.

### **Section 8: Dissolution of the Club**

8.1 If, at any AGM of the Club, a resolution be passed calling for the dissolution of the Club, the Secretary shall immediately convene a SGM to be held not less than one month thereafter to discuss and vote on the resolution.

8.2 If, at that SGM, 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.

8.3 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.

8.4 Upon dissolution of the Club the Committee shall give or transfer the net assets remaining to Bowls Wiltshire with 50% to be allocated to the Benevolent fund.

### **Section 9: Miscellaneous**

#### 9.1 Opening of Club Premises

9.1.1 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.

#### 9.2 Licensing

9.2.1 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.

#### 9.3 Constitution

9.3.1 The members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and the Club.