Elsenham Bowls and Social Club

Constitution

June 2026

Elsenham Bowls & Social Club – Constitution

1. NAME

The name of the Club is the Elsenham Bowls & Social Club.

2. OBJECTIVES

2.1 The object of the Club is to provide facilities for the sport of Lawn Bowls and to promote participation by the whole community.

2.2 Social activities may also be conducted, for which appropriate facilities may be provided, for the benefit of the Club Members.

3. THE GAME OF BOWLS

3.1 The game of bowls shall be played under the auspices of Bowls England and according to the rules as amended by the Associations to which the Club is affiliated.

3.2 The Club shall be affiliated to Bowls England, the Essex County Bowling Association, the Essex County Women's Bowling Association and other such bowling associations as the Club may deem desirable, and Members shall comply with the laws and regulations of those bodies to which the Club is affiliated.

4. OFFICERS

4.1 The officers shall be the Chairman, the Club Secretary, and the Treasurer, all of whom shall be Members of the Club.

4.2 Any officer may retire by giving prior written notice of one week to the Secretary, and all shall retire at the start of each annual general meeting but shall be eligible for re-election at that meeting if nominated.

5. TRUSTEES

5.1 The number of Trustees shall be not fewer than two or more than four.

5.2 The Trustees shall be appointed as necessary by the Management Committee. Trustees shall not hold an elected position on the Management Committee.

5.3 The Trustees shall hold office until death, resignation by notice given in writing to the Management Committee or until a resolution removing them from office is passed at a General Meeting by a majority of not less than three quarters of the votes entitled to be cast by Members present at the meeting.

5.4 There shall be vested in the Trustees all the property of the Club other than cash which shall be under the control of the Treasurer.

5.5 The Trustees shall deal with the property so vested in them by way of sale, mortgage, charge, lease or otherwise as directed by the Management Committee. Such direction shall in favour of a purchaser, mortgagee, chargee, lessee or grantee be binding upon all Members of the Club. A certificate purporting to be signed by the Club Secretary

shall in favour of those persons be conclusive evidence that a direction complying in all respects with the above provisions of this clause was duly given to the Trustees.

6. PRESIDENT and VICE PRESIDENT

6.1 **President:** As a reward for services to the Club, the Club may, at its own discretion, elect a Member to the honorary position of President. The position shall be held for a period of two years following election or re-election, or until resignation.

6.2 **Vice President:** As a reward for services to the Club, the Club may, at its own discretion, elect a Member to the honorary position of Vice President. The position shall be held for a period of two years following election or re-election, or until resignation.

7. MANAGEMENT

7.1 The management of the Club shall be entrusted to a Management Committee consisting of the Club Secretary, Treasurer, Gentlemen's Captain, Ladies' Captain, Greenkeeper, Bar Team Leader and six other Members of the Club, all of whom shall be elected annually at the annual general meeting. The Chairman, and a Vice Chairman if the committee so decides, shall be elected by the members of the Management Committee at their first meeting following the annual general meeting.

7.2 The Trustees may attend Management Committee meetings as observers. With the agreement of the Committee, they may participate in discussions, but they shall not be eligible to vote.

7.3 The Elsenham Parish Council may, at its own discretion, appoint a Parish Councillor as an observer to the Management Committee. The observer shall not be eligible to vote, unless as an elected member of the Management Committee in their own right.

7.4 Any Management Committee member may retire by giving prior written notice of one week to the Club Secretary. All shall retire at the start of each annual general meeting but shall be eligible for re-election if nominated.

7.5 Any casual vacancy on the Management Committee or any Sub-Committee arising between annual general meetings may be filled by a Member of the Club appointed by the Management Committee with that Member's agreement.

7.6 Any person who fails to attend three consecutive meetings of the Management Committee without giving an acceptable reason to it shall cease automatically to be a member of the Management Committee.

7.7 The Management Committee shall manage all the affairs of the Club and shall have the power to do everything necessary for that purpose, including the borrowing of money and the hiring of personnel.

7.8 At each Management Committee meeting half the number of Members eligible to vote shall form a quorum.

7.9 Management Committee meetings shall be held not less than once every three months.

7.10 Not less than seven days written notice shall be given by the Club Secretary to members of the Management Committee of every meeting, but in an emergency at the discretion of the Chairman and Club Secretary, additional meetings may be called at not less than twenty-four hours' notice.

7.11 Decisions at Management Committee meetings shall be made by a majority of the votes entitled to be cast by the Members present at the meeting, and in the event of equality of votes the Chairman, or acting Chairman, shall have a casting vote. Refer also to clause 8.5.5.

7.12 The duties and responsibilities of the Bar Team Leader shall be as determined from time to time by the Management Committee. The Management Committee shall be empowered to grant an honorarium for the services of the Bar Team Leader.

7.13 The Management Committee shall be empowered to appoint a suitably qualified person as a Greenkeeper and grant an honorarium for their services. The duties and responsibilities of the Greenkeeper shall be as determined from time to time by the Management Committee.

7.14 The Management Committee may delegate specific tasks, other than those under clause 14, as may be deemed necessary to individual voting Members, or to sub-committees having membership drawn from the voting Members.

7.15 The Management Committee shall be empowered to determine the annual membership subscriptions and joining fees. The subscriptions and fees shall be determined not later than 1 March prior to the forthcoming year.

8. MEMBERSHIP

8.1 Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex or disability, except as a necessary consequence of the requirements of Bowls as a particular sport.

8.2 The Membership year to run from 1st April to 31st March.

8.3 Once the membership application form has been received and the appropriate subscription paid, the application will be considered at the next Committee meeting which will usually be held within 4 weeks. The Committee will then formally accept or reject that application. If the application is rejected any monies paid will be reimbursed.

8.4 The Club may refuse membership, or expel a person from membership, only for good and sufficient cause such as character or conduct likely to bring the Club or sport into disrepute. An appeal against such a decision may be made to the Members of the Club and decided by a majority vote. Refer also to clause 8.6.3.

8.5 The Club shall keep a register of Members and enter in the register the contact information of all persons who become Members, subject to Data Protection.

8.6 There shall be the following classes of Membership:

8.6.1 **Founder Membership**
Shall be restricted to Members who joined the Club prior to 30 June 1997, and who have unbroken membership since that date. Such Members shall enjoy preferential annual subscription rates, shall be eligible to vote at all general meetings of the Club and may stand for election.

8.6.2 **Playing Membership**
Shall be restricted to persons over the age of eighteen years on the date they become members of the Club. Playing Members shall be eligible to vote at all general meetings of the Club and may stand for election.

8.6.3 **Junior Playing Membership**
Shall be restricted to persons over the age of nine years, but under the age of eighteen years, on the date they become members of the Club. Junior Playing Members shall be eligible to attend all general meetings of the Club, but shall not be eligible to vote, stand for election nor introduce visitors to the Club.

8.6.4 **Student Playing Membership**
Shall be restricted to persons over the age of eighteen years, but under the age of twenty five years, on the date they become members of the Club and who are in possession of a Student Union Membership Card. Student Playing Members shall be eligible to attend all general meetings of the Club, but shall not be eligible to vote nor stand for election.

8.6.5 **Social Membership (Non Bowls–playing)**
Shall be restricted to non bowls-playing persons over the age of eighteen years on the date they become members of the Club. Social Members shall be eligible to attend all general meetings of the Club, and may stand for election for up to six of the committee positions specified in clause 7.1, excluding Gentlemen's Captain, Ladies' Captain and Greenkeeper. Social Members shall be eligible to vote at all general meetings and Management Committee meetings on all matters other than those specifically concerned with bowls activities, associated bowls facilities, the bowls green and its upkeep.

8.6.6 **Honorary Life Membership**
The Club shall have the power to elect Honorary Life Members at the annual general meeting for special services rendered to the Club, or to the game of green bowls in general. Honorary Life Members shall not be liable for payment of any subscriptions following election. The names of the Members proposed for award of Honorary Life Membership shall be submitted to the Committee for inclusion in the notice of the annual general meeting. Honorary Life Members shall be eligible to vote at all general meetings of the Club and may stand for election.

8.6.7 **Family Membership**

Shall be restricted to 2 adults and 2 children under the age of 18 living at the same address. The 2 adults will be eligible to attend all general meetings of the Club, be eligible to vote, invite two guests into the Club and stand for election. The two children will not be eligible to attend general meetings, vote or bring guests into the Club. There will be 3 tiers of family membership:

Tier 1 – Both adults as Bowling Members

Tier 2 – One adult Bowling Member & one adult as Social Member

Tier 3 - Both adults as Social Members

The subscription level for each Tier will be set annually by the Management Committee

8.7 A Member shall cease to be a Member:

8.7.1 If that Member gives the Club Secretary written notice of resignation of their Membership.

8.7.2 If that Member fails to pay the annual Membership subscription within twenty-eight days after the due date of payment.

8.7.3 On the expulsion of that Member who has offended against the Constitution of the Club following disciplinary procedure, as defined by Bowls England Regulation 9. This applies to both Bowling and Social members.

8.8 Each Member of the Club shall have access to a copy of this Constitution and The Privacy Policy and Data Protection Policy (Data Protection 2018 and UK GDPR) through the current Club Website as it stands at the time of the Member joining the Club, and subsequent amendments as they arise.

9 ANNUAL GENERAL MEETING

9.1 An annual general meeting of the Club shall be held in November of every year.

9.2 The business of the annual general meeting held by a quorum of at least 20 Members shall be:

9.2.1 To receive the Chairman's report of the activities of the Club during the preceding year.

9.2.2 To receive and examine the accounts for the preceding financial year, from the Treasurer and his report on the financial position of the Club.

9.2.3 To elect the Club Secretary, Treasurer, Gentlemen's Captain, Ladies' Captain, Vice Captains, Greenkeeper and Bar Team Leader in line with the Membership Category, for the forthcoming year. A secret ballot is to be held for each position. The proposed Member shall be that person who receives the majority of votes entitled to be cast by the Members present at the meeting (Junior members are excluded from voting).

9.2.4 To elect the other six members of the Management Committee in line with the membership category for the forthcoming year. A secret ballot is to be held for each position. The proposed Members shall be those six persons who receive the majority of votes entitled to be cast by the Members present at the meeting (Junior members are excluded from voting).

9.2.5 To elect up to twelve members of the Bar Sub-Committee for the forthcoming year. When there are more than twelve nominations for the positions, a ballot shall be conducted, and the proposed Members shall be those twelve persons

who receive the majority of votes entitled to be cast by the Members present at the meeting (Junior Members are excluded from voting).

9.2.6 To elect by ballot, the Club President and/or Club Vice President, consistent with clause 6.

9.2.7 To consider any other business that has been communicated to the Club Secretary and included in the notice of the meeting.

10 EXTRAORDINARY GENERAL MEETINGS

10.1 An extraordinary general meeting may be convened at any time upon either a resolution of the Management Committee or a requisition setting out the resolution or resolutions to be proposed at it. The requisition must be signed by the lesser of thirty voting Members or not less than one fifth of the voting Membership, and be served on the Club Secretary by personal delivery. If the Club Secretary does not give notice of the meeting pursuant to the requisition on or before the expiry of fourteen days from service of the requisition, the requisitionists, or any one of them, on behalf of the others, may give notice of the meeting.

10.2 The business which may be conducted at an extraordinary general meeting may be any one or more of:

10.2.1 Consideration of any matter or grievance set forth in a requisition submitted to the Management Committee in conformance with clause 10.1

10.2.2 Removal of any or all of the Officers, other members of the Management Committee or Trustees of the Club, and filling any vacancy or vacancies caused by such removal except that of Trustee.

10.2.3 Alteration of this constitution.

10.2.4 Dissolution of the Club. Refer also to clause 18.1.1.

11 PROCEEDINGS OF ALL GENERAL MEETINGS

11.1 Not less than twenty-one days prior notice in writing setting out the agenda and resolutions to be proposed at the meeting shall be sent to every Member at the Member's last known address.

11.2 At each meeting twenty Members eligible to vote shall form a quorum.

11.3 Resolutions and amendments to resolutions at annual general meetings shall be passed by a majority of the votes entitled to be cast by the Members present at the meeting in line with the membership category (Refer to clause 8.5.5).

11.4 Resolutions and amendments to resolutions at extraordinary general meetings, other than a resolution under clause 10.2.4, shall be passed by a majority of three-quarters of the votes entitled to be cast by the Members present at the meeting in line with the membership category. (Refer to clause 8.5.5).

11.5 Each Member eligible to vote shall have one vote on every resolution other than those matters specifically concerned with bowls activities, associated bowls facilities, the bowls green and its upkeep (Refer to clause 8.5.5)

11.6 In the event of equality of voting at an annual general meeting the Chairman, or acting Chairman, shall have a second or casting vote, but there shall be no second or casting vote on any resolution proposed at an extraordinary general meeting.

11.7 Nominations of persons for election to any office must be made in writing to the Club Secretary not less than twenty-eight days before the meeting at which elections for that office are intended to be proposed. In the event an insufficient number of nominations are received prior to the meeting, nominations may be made at the meeting, provided always that any nominee is present at the meeting.

12 SUBSCRIPTIONS

12.1 The annual subscriptions for the various classes of Membership shall be payable upon admittance to membership and thereafter on the 1st April each year. The Membership year shall run from 1st April to 31st March.

12.2 The subscription appropriate to the class of Membership of the Club shall be payable with the application for Club membership. In the event membership is refused, the subscription shall be refunded.

13 PLAYING ACTIVITIES

13.1 The playing activities of the Club shall be administered by the Gentlemen's Captain and a Ladies' Captain assisted by Vice Captains, under the aegis of the Management Committee.

13.2 The Captains and Vice Captains shall be elected at the annual general meeting in the same manner as the Management Committee.

13.3 Any Captain or Vice Captain may retire by giving prior written notice of one week to the Club Secretary, and all shall retire at the end of each annual general meeting but shall be eligible for re-election at that meeting.

13.4 Each Captain shall appoint a delegate to all associated bowling bodies.

13.5 The Club dress code on the green shall be greys and white tops, or Club colours, and approved shoes, unless otherwise directed. Dress for matches and special events will be specified on the notices for such matches or events.

13.6 For casual play the Club dress code need not be observed, but a smart standard is expected. For casual play, bowls shoes, or over slips must always be worn on the green.

13.7 Social Members, and members of the public shall be entitled to book a bowls rink for casual play, subject to availability, providing they are accompanied by a Playing

Member who is responsible for ensuring safe play both on and to the Green. The playing fee shall be determined from time to time by the Management Committee and displayed on the noticeboard.

14 SOCIAL ACTIVITIES and SALE OF INTOXICATING LIQUOR

14.1 The Management Committee shall be responsible for the management of the Club House including Club functions, hiring for non-Club functions, provision of catering facilities and for the maintenance of the Club House.

14.2 The Management Committee shall obtain from the local authority responsible for licensing a Club Premises Certificate in accordance with the Licensing Act 2003, and any subsequent revisions, and shall at all times comply with the terms and conditions thereof.

14.3 The operation of the Bar shall be administered by a Bar Sub-Committee consisting of the Bar Team Leader and up to twelve other Members elected at the annual general meeting. Also any employed bar person appointed by the Management Committee shall serve as a member of the Bar Sub-Committee. A Member of the Management Committee or the Bar-Sub-Committee shall be on the premises when the bar is open.

14.4 Any Bar Sub-Committee member may retire by giving prior written notice of one week to the Secretary, and all shall retire at the end of each annual general meeting but shall be eligible for re-election at that meeting.

14.5 The Bar Sub-Committee shall be responsible for the purchase for the Club, and the supply by the Club, of intoxicating liquor, consistent with clause 14.2.

14.6 The Bar Sub-Committee shall operate under and observe such rules and guidelines as are laid down from time to time by the Management Committee.

14.7 The permitted hours of opening of the Club House shall be fixed (and may be varied from time to time) by the Management Committee in accordance with the statutory provisions for the time being in force.

14.8 The sale of intoxicating liquor shall be permitted only during those hours specified on the Club Premises Certificate.

14.9 Intoxicating liquor will be supplied to Members for consumption on or off the premises during permitted hours. The Club will also be entitled to supply intoxicating liquor for consumption on the premises and not elsewhere under the following circumstances:

14.9.1 Functions conducted under the conditions of a Temporary Event Notice (TEN): Such functions are those with bar facilities available, but admission to which is not restricted to Members and personal guests. For functions which are not directly related to Club activities, and for which a TEN is required, the organiser of that function shall be responsible for obtaining the TEN from the licensing authority. The number of Club related functions conducted under TEN conditions shall not exceed five in any calendar year. The total number of functions held in the Club conducted under TEN conditions shall not exceed fifteen in any calendar year.

14.9.2 Guests of the Club who are members of other clubs and associations, and their bona fide guests, attending the Club premises for the purpose of playing bowls, or participating in other activities associated with the Club, or observing matches, tournaments, or competitions. The ~~name and~~ ~~contact~~ details of the visiting organisation shall be recorded.

14.9.3 Guests of the Club who are members of another organisation attending the Club premises for activities or social events associated with the Club. The ~~name and contact~~ details of the visiting organisation shall be recorded.

14.9.4 Visitors to the Club on official business after being duly signed into the Visitors book by a Member of the Club who is over the age of 18 years.

14.9.5 The personal guests of Members after being duly signed into the Visitors book by a Member who is over the age of 18 years. No more than two guests allowed per Member on any one day or the same guest on not more than four occasions in a calendar year.

14.9.6 A guest may not be a person for whom membership has been declined or who has been expelled from the Club.

14.9.7 Children under the age of 9 years will be allowed in the Club provided that they are accompanied by an adult Member or a bona fide guest who will be responsible for their welfare and good conduct. They will not be required to be signed into the Visitors book.

14.10 Junior Members and non-Members below the age of eighteen years of age shall not be permitted to purchase intoxicating liquor.

15 PRIVATE BENEFITS

15.1 No person may at any time be entitled to receive, at the expense of the Club any commission, percentage or similar benefit in kind.

15.2 The income and property of the Club shall be applied solely towards the promotion of the objectives of the Club as set forth in this constitution, and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club or to third parties. This shall not prevent the Club from making donations to charities.

16 ACCOUNTS, INCOME and PROPERTY

16.1 The financial year of the Club shall end on 30 September in every year, to which day the accounts shall be balanced and drawn. As soon as is practicable, and in the interests of transparency, there shall be prepared a statement of the assets and liabilities of the Club at the end of the financial year and a statement of income and expenditure during that year.

16.2 The annual financial statements shall be made available to the Members not less than seven days before the annual general meeting and to enable the Treasurer to prepare answers to any questions that may arise at the annual general meeting.

16.3 All monies received by the Club shall be paid into an account in the name of the Club at bankers appointed by the Management Committee, and all cheques and other instruments drawn on and directions to the bankers shall be signed by two of three nominated Officers of the Club. Bona fide club costs can be reimbursed over the bar providing a valid receipt accompanies the claim and there are sufficient funds to cover it. Payment should be verified by an elected Member of the Committee or Bar Staff.

16.4 No action involving expenditure in the name of or on behalf of the Club shall be taken, and no undertakings which would commit the Club to expenditure or other liability shall be made without the prior authority of a resolution of the Management Committee.

17 INDEMNITY

17.1 The Trustees, members of the Management Committee and members of Sub-Committees shall not be liable, otherwise as Members of the Club, for any loss suffered by the Club as a result of the discharge of their respective duties on its behalf, except for such loss as arises from their respective wilful default.

17.2 The Trustees, members of the Management Committee and members of Sub-Committees shall be entitled to an indemnity out of the assets of the Club, for all expenses and liabilities incurred by them in the discharge of their respective duties.

18 DISSOLUTION

18.1 The Club may be dissolved as a result of one of the following:

18.1.1 By a resolution under clause 10.2.4, such resolution having been passed by a majority of three quarters of the votes cast by Playing Members present at the meeting and three quarters of the votes cast by Social Members present at the meeting.

18.1.2 By a notice from a liquidator or a receiver of all or any of the assets of the Club.

18.1.3 By a resolution of the Management Committee if the number of Members is less than twenty for a period of not less than six months.

18.2 The dissolution shall take effect from the day when the resolution is passed and the Trustees shall be responsible for the winding up of the assets and liabilities of the Club.

18.3 Upon dissolution and after settling all liabilities of the Club, the Trustees shall gift or transfer the remaining net assets to Elsenham Parish Council.