

Constitution for Witney Town Bowls Club:

As approved at the EGM held on 27 September 2026

1 Name and Objectives

- 1.1 The name of the Club shall be 'Witney Town Bowls Club' (hereinafter referred to within this constitution as the 'Club')
- 1.2 The Club shall be affiliated to Bowls England and Bowls Oxfordshire, and the English Short Mat Bowling Association.
- 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 and indoor short mat bowls
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the current Laws of the Sport of Bowls.

2 Management of the Club

- 2.1 The management of the Club will be the responsibility of a Management Committee (hereinafter referred to as the "Committee") comprising the following officers, all of whom must be Full Members and will be elected at the AGM.
 - Chair
 - Secretary
 - Treasurer
 - Club Captain
 - Facilities Manager
 - Commercial Manager
- 2.2 In addition the following officers will be elected at the AGM:
 - President
 - Safeguarding Officer
 - Delegates to Bowls Oxfordshire – Men, Women & Mixed
 - Short Mat Representative (OSMBA)
- 2.3 Officers elected at the Annual General Meeting shall hold office for the period of election – one year. All Officers shall be eligible for re-election to the same office or another office at the end of their current period of election.
- 2.4 The President will not normally attend meetings of the Management Committee. However, the President may be called upon when necessary to advise the Committee on the running of the Club and may be invited to attend meetings of the Committee where relevant.
- 2.5 Members will be appointed to other positions by the Management Committee as deemed necessary, including but not limited to:
 - Fixtures Secretary (Compilation of fixture list including league and friendly matches)
 - Competitions Secretary (Organisation of internal competitions)
 - Development Manager (Recruitment, youth & adult coaching)
 - Bar Manager / Bar Treasurer
- 2.6 Role descriptions for all those involved in the management of the Club as described above will be maintained by the Management Committee

3 Membership

3.1 Eligibility

Membership of the Club is open to anyone interested in promoting, coaching, volunteering or participating in the sport of bowls, 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.

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 Committee. 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 of this Constitution.

3.2 Categories of Membership

There shall be the following five categories of membership:

- a) Full Membership; entitles the member to full use of the Club facilities - to bowl both outdoors during the summer season and indoors during the winter season, and to take part in any social function. New members will be charged a pro-rata subscription dependant on the month of their joining. April and May 100%; June 85%; July 70%; August 55%; September 40%.
- b) Youth Membership (under 18); entitles the member to full use of the Club facilities - to bowl both outdoors during the summer season and indoors during the winter season, and to take part in any social function.
- c) Short Mat Membership; entitles the member to full use of the Club facilities - to bowl indoors during the winter season and to take part in any social function.
- d) Social Membership; is for non-bowling members and allows them to have full use of the Club facilities and to take part in any social function. They shall not be entitled to vote at any General Meeting.
- e) Temporary Membership; is for one month and entitles the member to bowl both outdoors and indoors for this period only. The number of temporary members shall at no time exceed one tenth of the membership of the Club (excluding such temporary members). Temporary members shall not be entitled to take part in any club competition.

3.3 Membership Subscription Fees

On being admitted to the Club, every member shall pay a subscription, dependant on their category of membership. The rate of Subscription Fee for each category of Membership shall be proposed by the Management 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 when subscriptions become due on 1 April.

Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.

3.4 Members' duty to provide contact details

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

The club will request permission on its membership form to share member data with Bowls England for the purpose of insurance cover and to enable the governing body to communicate relevant information to its members.

3.5 Arrears of Subscription

The Committee may cancel, without notice being given, the membership of any member whose annual subscription is 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

Every member is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

The Club may take disciplinary action against members only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Any person wishing to make a complaint of misconduct by a member must do so in writing to the Chairman.

All disciplinary matters will be dealt with in accordance with Bowls England Regulation 9. If after preliminary investigation the Chairman considers that a prima facie case of misconduct exists, the Chairman will refer the complaint to a Club Disciplinary Committee, established in accordance with Regulation 9.

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.

3.7 Members of other Bowls England Affiliated Clubs

A member of any Club affiliated to Bowls England may be authorised to use the premises of the Club.

3.8 Limitation of Club Liability

All references to the Club in this Section shall mean each and every individual member of the Club from time to time.

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, or Trustees of the Club."

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.

3.9 Guests

Any member shall be entitled to introduce guests to the Club for bowling or social occasions. The member introducing a guest shall enter the name of the guest together with his or her own name in a visitors' book which shall be kept at the Club premises.

4 Management Committee

4.1 Composition of Committee

4.1.1 The Committee shall consist of the six Officers listed in Section 2.1 above, as elected at the Annual General Meeting to hold office for the term of their elected period (one year).

4.1.2 The other officers identified in Section 2.2 above, and those appointed to management positions by the Committee as Section 2.4 above, may attend and report to the Committee when invited or when they have something to report.

4.1.3 Nominations for Committee Members and other Officers must be properly proposed and seconded on the list displayed in the Clubhouse for two months prior the AGM, and, as acceptance of the nomination, signed by the nominee. No further nominations shall be accepted after the list is removed one week prior to the AGM. If there is no nominee for a particular office, or if there are insufficient nominations for Committee members, nominations may be taken from the floor at the Annual General Meeting.

4.1.4 If there is more than one nomination for a post then there shall be a written ballot of those members present and entitled to vote at the Annual General Meeting. If there is only one nomination then that nominee will be deemed to be elected if a majority of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

4.1.6 If, for any reason, a casual vacancy shall occur, the Committee may co-opt another person.

4.2 Committee Meetings

4.2.1 The Committee shall endeavour to meet monthly 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 Chair (or other nominated person) shall be entitled to a second and casting vote.

4.2.3 Four 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 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 the Constitution and Rules and shall cause the funds of the Club to be applied solely to the objectives of the Club.

4.3.2 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

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 in this capacity.

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.

4.8 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."

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 Members who are willing to be so appointed.

5.2 A Trustee shall hold office 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 In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in their 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 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 are collectively empowered on behalf of the Management Committee to enter into and execute a Lease between Witney Town Council and the Club. They shall also be responsible for the performance and observance of the terms of the Lease.

5.5 The Trustees shall be effectually indemnified 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. In particular they shall be indemnified against risk and expense in the performance of the Lease should Witney Town Bowls Club go into liquidation or cease to exist.

5.6 Trustees may make written representations to the Committee on any matter relating to the Club's assets. Each Trustee has the right to attend any meeting of the Committee, but they will not have any voting rights unless they are also a member of the Committee.

6 Annual General Meeting

6.1 An Annual General Meeting of the Club shall be held each year in the month of March 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 and shall include a copy of the certified accounts.

6.2 At the AGM, the following business shall be conducted:

- a. The presentation (and, if so resolved) the acceptance of the accounts for the period ended on the 31st day of December prior to the meeting; which accounts shall first have been duly certified by the person appointed at the last Meeting.
- b. The election of the Committee and Officers.
- c. The election of a person to certify the accounts
- d. Such business as shall have been properly communicated to the Secretary at least 28 days before the date of the Annual General Meeting. and included in the Notice of Meeting sent to the members.

6.3 An Extraordinary General Meeting (EGM) may be convened at any time and shall be convened within twenty-one days of the Chair receiving a requisition in writing, stating the purpose for which such meeting is required, from not less than ten members of the Club, or at the request of the Committee.

6.4 The business at an AGM or EGM shall be limited to that provided by this Constitution and those further matters set out in the notice convening the meeting, which should be sent out at least two weeks before the proposed date. The quorum at an AGM or EGM shall be four committee members together with fifteen members of the Club.

6.4 At every meeting of the Club the Chair will preside, or in their absence, a member of the Committee elected by a majority of those present shall preside.

7 Dissolution of the Club

7.1 Upon dissolution of the Club the Committee shall give or transfer the net assets remaining after all debts and liabilities have been paid 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 Community Amateur Sports Club and/or
- (c) to Bowls England for use by them in related community sports.

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 communicated to members. The premises, including the kitchen and a staffed bar, may be hired out at the discretion of the Committee.

8.2 Safeguarding

The club shall adhere to the Safeguarding Policy of Bowls England and will ensure that the Policy is communicated to members and clearly displayed within the club premises for Members and Visitors. Such notices must include the name and contact details of the club Safeguarding Officer(s).

8.3 Equality

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.

The Bar Manager shall be allowed to co-opt Club members over the age of eighteen to assist in the day to day running of the bar. Intoxicating liquor shall not be supplied to persons under the age of eighteen years. Intoxicating liquor shall not be supplied for consumption off the premises.

The Club may supply intoxicating liquor to its members and bone-fide guests and may supply intoxicating liquor to members and officials of teams visiting the premises for the purpose of playing matches.

8.5 Trophies

All trophies remain the property of the Club