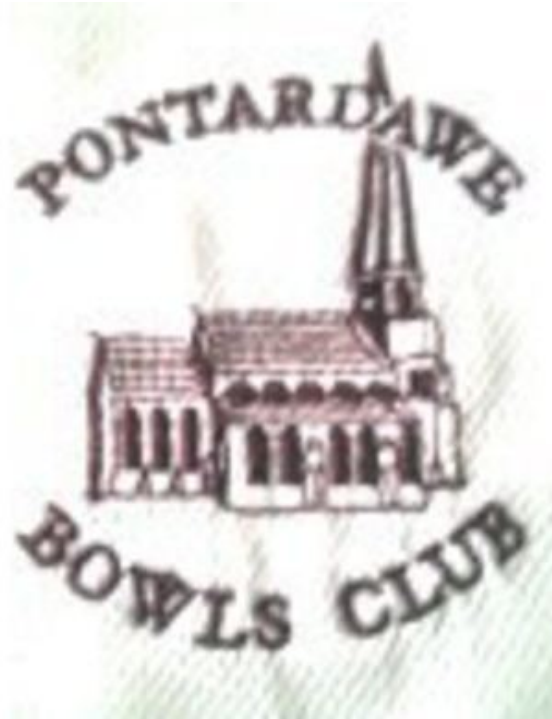




**CHARITY COMMISSION
FOR ENGLAND AND WALES**

Pontardawe Bowls Club



Constitution & Rules



Version Control

Version	Date	Author	Notes
Unnumbered	Not Known	Not Known	Only document available from Club records
V1	4/9/22	Steve Davies	Adoption of Small Charity Constitution model (<£5k t/o)
V2	16/11/22	Steve Wadley	Change to CIO Constitution model (> £5k t/o)

Amendment History

Date	Changes Made

References

The Charity Commission's template for a CIO Constitution, with supporting guidance notes can be found here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1076198/Association_Model_Constitution_280422.pdf

Sample Club Rules can be seen here:

<https://www.sportenglandclubmatters.com/governance/policies-and-procedures/constitution/>

1. Name

1.1.The name of the Charitable Incorporated Organisation (“the CIO”) is:

Pontardawe Bowls Club (“The Club”)

2. National location of principal office:

2.1.The principal office of the Club is at:

King George V Park, Brynawel, Pontardawe, Swansea, Wales, SA8

3. Objects & Purposes

3.1.The objects and purposes of the CIO are:

3.1.1. To foster and advance amateur sport and, specifically, the game of lawn bowls for the public benefit by providing and maintaining facilities for the playing of lawn bowls to the communities of Pontardawe, Alltwen & Cilybebyll.

3.1.2.To adopt the laws of the sport as laid down by World Bowls, the Welsh Bowling Association and the West Glamorgan Bowling Association to whom The Club shall be affiliated.

3.1.3.To host and take part in representative and friendly matches with other bowls clubs and associations and to organise internal club competitions

3.2.Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and section 2 of the Charities Act (Northern Ireland) 2008.

4. Powers

4.1.The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power to:

4.1.1.Raise funds, apply for and receive grants and donations;

4.1.2.Apply these funds to carry out the work of the charity;

4.1.3.Cooperate with and support other charities with similar purposes;

4.1.4.Enter into leases for the use and maintenance of the property (Pavilion) and grounds (Bowling Green) associated with to maintain and equip it for use;

4.1.5.Open and maintain a business bank account with a recognised, prominent and reputable financial institution;

4.1.6.Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;

4.1.7.Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

4.1.8.Do anything which is lawful and necessary to achieve the objects and purposes.

5. Application of income and property

5.1. General

- 5.1.1. The income and property of the CIO must be applied solely towards the promotion of the objects and purposes.
- 5.1.2. Trustees must keep accounts and present an annual consolidated statement of income and expenditure at each AGM.
- 5.1.3. The most recent annual accounts may be seen by anybody on request.

5.2. Banking

- 5.2.1. All monies, with the exception of a modest cash “float” to cover some day to day operational expenses (e.g. petrol for the mower), should be held in the charity’s bank account.
 - 5.2.2. The CIO’s business bank account should provide for standard cheque issuing facilities - requiring the signatures of two trustees, and also online payment (and transfer) facilities to be exercised by the Treasurer or a properly authorised alternative officer.
 - 5.2.3. The Treasurer will provide regular assurance opportunities (at least quarterly) to the CIO’s Management Committee (Chairman and/or Secretary) to independently review and verify all transactions undertaken.
- 5.3. Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

6.1. General provisions

- 6.1.1. No charity trustee or connected person may:
 - (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
 - (b) sell goods, services, or any interest in land to the CIO;
 - (c) be employed by, or receive any remuneration from, the CIO;
 - (d) receive any other financial benefit from the CIO;
- 6.1.2. Unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.
- 6.1.3. A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
- 6.1.4. A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO’s expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

6.1.5. None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a charity trustee receiving:

6.1.5.1. A benefit from the CIO as a beneficiary of the CIO;

6.1.5.2. Reasonable and proper remuneration for goods/services supplied to the CIO.

6.2. Scope and powers permitting trustees' or connected persons' benefits

6.2.1. A charity or connected person may:

- (a) Receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) Enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- (d) Receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) Receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) Take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

6.3. Payment for supply of goods only – controls

6.3.1. The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.

- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.4. In sub-clauses (2) and (3) of this clause:

6.4.1. The CIO” includes any company in which the CIO

6.4.1.1. Holds more than 50% of the shares; or

6.4.1.2. Controls more than 50% of the voting rights attached to the shares; or

6.4.1.3. has the right to appoint one or more directors to the board of the company;

6.4.2. “Connected Person” includes any person within the definition set out in clause [30] (Interpretation);

7. Conflicts of interest and conflicts of loyalty

7.1. A charity trustee must:

7.1.1. Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

7.1.2. Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2. Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the CIO if it is wound up

8.1. If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Membership of the CIO

9.1. Membership

9.1.1. The CIO shall have a membership of individuals who support the work of the charity. The trustees will maintain and up-to-date membership list.

9.2. Admission of new members

9.2.1. Eligibility

- (a) Membership of the CIO is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.
- (b) Membership shall be open to all, irrespective of age, gender, sexual orientation, disability, ethnic origin, colour, nationality, religion. The Club shall strive to eliminate all forms of discrimination or bias in the sport of bowls.

- (c) A member may be an individual, a corporate body, or [an individual or corporate body representing] an organisation which is not incorporated.

9.2.2. Admission procedure

9.2.2.1. The charity trustees:

- (i) May require applications for membership to be made in any reasonable way that they decide;
- (ii) Shall, if they approve an application for membership, notify the applicant of their decision within 21 days;
- (iii) May refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;
- (iv) Shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days, of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (v) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

9.3. Transfer of membership

9.3.1. Membership of the CIO cannot be transferred to anyone else [except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer of membership does not take effect until the CIO has received written notification of the transfer].

9.4. Duty of members

9.4.1. It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

9.5. Termination of membership

9.5.1. Membership of the CIO comes to an end if:

- (a) The member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
- (b) The member sends a notice of resignation to the charity trustees; or
- (c) Any sum of money owed by the member to the CIO is not paid in full within six months of its falling due; or
- (d) The charity trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect.

9.5.2. Before the charity trustees take any decision to remove someone from membership of the CIO they must:

- (a) Inform the member of the reasons why it is proposed to remove membership;
- (b) Give the member at least 21 clear days notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership;
- (c) At a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
- (d) Consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (e) Allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

9.6.Membership fees

9.6.1.The CIO may require members to pay reasonable membership fees to the CIO.

9.6.2.Membership fees will be reviewed annually and agreed at the AGM for the next year.

9.6.3. The CIO does not exist to make excessive profits, rather to cover costs and allow for the planned expenditure on and maintenance of the playing facilities. The objective will always be to reduce membership fees to the absolute minimum required.

9.7.Informal or associate (non-voting) membership

9.7.1.The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members;

9.7.2.Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

10. Members' decisions

10.1.General provisions

10.1.1.Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

10.2.Taking ordinary decisions by vote

10.2.1.Subject to sub-clause (4) of this clause, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes cast by postal or email ballot, and proxy votes).

10.3.Taking ordinary decisions by written resolution without a general meeting

10.3.1.Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:

- (a) A copy of the proposed resolution has been sent to all the members eligible to vote; and;

- (b) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

10.3.2. The resolution in writing may comprise several copies to which one or more members has signified their agreement.

10.3.3. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph 10.3.1 above.

10.3.4. Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for decision by the members.

10.3.5. The charity trustees must within 21 days of receiving such a request comply with it if:

- (a) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
- (b) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
- (c) Effect can lawfully be given to the proposal if it is so agreed.

10.3.6. Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

10.4. Decisions that must be taken in a particular way

10.4.1. Any decision to remove a trustee must be taken in accordance with clause [15(2)].

10.4.2. Any decision to amend this constitution must be taken in accordance with clause [28] of this constitution (Amendment of Constitution).

10.4.3. Any decision to wind up or dissolve the CIO must be taken in accordance with clause [29] of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings of members

11.1. Types of general meeting

11.1.1. There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause [13].

11.1.2. Other general meetings of the members of the CIO may be held at any time.

11.1.3. All general meetings must be held in accordance with the following provisions.

11.2. Calling general meetings

11.2.1. The charity trustees:

- (i) Must call the annual general meeting of the members of the CIO in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and
- (ii) may call any other general meeting of the members at any time.

11.2.2. The charity trustees must, within 21 days, call a general meeting of the members of the CIO if:

- (i) they receive a request to do so from at least 10% of the members of the CIO; and
- (ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

11.2.3. If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.

11.2.4. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

11.2.5. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

11.2.6. Any general meeting called by the charity trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.

11.2.7. If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

11.2.8. A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

11.2.9. The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

11.3. Notice of general meetings

11.3.1. The charity trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days notice of any general meeting to all of the members, and to any charity trustee of the CIO who is not a member.

11.3.2. If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause 11.3.1 above have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.

11.3.3. The notice of any general meeting must:

- (i) State the time and date of the meeting;

- (ii) Give the address at which the meeting is to take place;
- (iii) Give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
- (iv) If a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;
- (v) Include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause [22] (Use of electronic communication), details of where the information may be found on the CIO's website.

11.3.4. Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

11.3.5. The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

11.4. Chairing of general meetings

11.4.1. The person nominated as chair by the charity trustees under clause [19](2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

11.5. Quorum at general meetings

11.5.1. No business may be transacted at any general meeting of the members of the CIO unless a quorum is present when the meeting starts.

11.5.2. Subject to the following provisions, the quorum for general meetings shall be the greater of [5]% or [three] members. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.

11.5.3. If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

11.5.4. If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must [either be announced by the chair or] be notified to the CIO's members at least seven clear days before the date on which it will resume.

11.5.5. If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

11.5.6. If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

11.6.Voting at general meetings

11.6.1.Any decision other than one falling within clause [10(4)] (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting [(including proxy and postal votes)]. Every member has one vote [unless otherwise provided in the rights of a particular class of membership under this constitution].

11.6.2.A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.

11.6.3.A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

11.6.4.A poll may be taken:

- (i) at the meeting at which it was demanded; or
- (ii) at some other time and place specified by the chair; or
- (iii) through the use of postal or electronic communications.

11.6.5.In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.

11.6.6.Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

11.7.Proxy voting

11.7.1.Any member of the CIO may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO.

11.7.2.Proxies must be appointed by a notice in writing (a "proxy notice") which:

11.7.2.1.States the name and address of the member appointing the proxy;

11.7.2.2.Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

11.7.2.3.Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and

11.7.2.4.Is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

11.7.3.The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

11.7.4.Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

11.7.5.Unless a proxy notice indicates otherwise, it must be treated as:

11.7.5.1. Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

11.7.5.2. Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

11.7.6. A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member.

11.7.7. An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

11.7.8. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

11.7.9. If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

11.8. Postal Voting

11.8.1. The CIO may, if the charity trustees so decide, allow the members to vote by post or electronic mail ("email") to elect charity trustees or to make a decision on any matter that is being decided at a general meeting of the members.

11.8.2. The charity trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.

11.8.3. If postal and/or email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than 21 days before the deadline for receipt of votes cast in this way:

11.8.3.1. A notice by email, if the member has agreed to receive notices in this way under clause [22] (Use of electronic communications), including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;

11.8.3.2. A notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.

11.8.4. The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for Pontardawe Bowls Club CIO at the CIO's principal office or such other postal address as is specified in the voting procedure.

11.8.5. The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.

11.8.6. Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.

- 11.8.7. The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 11.8.8. The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a charity trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- 11.8.9. For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- 11.8.10. Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- 11.8.11. The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- 11.8.12. Following the final declaration of the result of the vote, the scrutineers must provide to a charity trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- 11.8.13. Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services. Charity Trustees & Management Committee

11.9. Representation of [organisations and] corporate members

- 11.9.1. A [n organisation or a] corporate body that is a member of the CIO may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.
- 11.9.2. The representative is entitled to exercise the same powers on behalf of the [organisation or] corporate body as the [organisation or] corporate body could exercise as an individual member of the CIO.

11.10. Adjournment of meetings

- 11.10.1. The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

11.11.Functions and duties of charity trustees

11.11.1.The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

(a) To exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and

(b) To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

- (i) Any special knowledge or experience that he or she has or holds himself or herself out as having; and
- (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

11.12.Eligibility for trusteeship

11.12.1. Every charity trustee must be a natural person (an individual).

11.12.2. No one may be appointed as a charity trustee:

- if he or she is under the age of 16 years; or
- if he or she would automatically cease to hold office under the provisions of clause 15.1.

11.12.3.No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

11.12.4.At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

11.13.Number of charity trustees

11.13.1.There must be at least three (3) charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

11.13.2.The maximum number of charity trustees that can be appointed is ten (10). No trustee appointment may be made in excess of these provisions.

11.14.Management Committee

11.14.1. The CIO shall be managed on a day to day basis by a Management Committee of three trustees, consisting of a Chair, Treasurer and Secretary elected at the AGM.

11.14.2. Each individual may hold office for a period of three years, following which nominations should be sought and voted upon at the AGM.

11.14.3. Office holders may be re-elected for (a) further term(s).

11.15.First CIO trustees

The first charity trustees of the CIO are:-

- Gareth Lewis (Chairman)
- Joseph Phillips (Secretary)
- Steve Wadley (Treasurer)

13. Appointment of charity trustees

13.1.At the first annual general meeting of the members of the CIO all the charity trustees shall retire from office.

13.2.At every [subsequent] annual general meeting of the members of the CIO, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;

13.3.The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;

13.4.The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;

13.5.The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause [15] (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause [12(3)] on the number of charity trustees would not as a result be exceeded.

13.6.A person so appointed by the members of the CIO shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

14. Information for new charity trustees

14.1.The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of the CIO's latest trustees' annual report & statement of accts.

15. Retirement and removal of charity trustees

15.1.A charity trustee ceases to hold office if he or she:

15.1.1.Retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

15.1.2.Is absent without the permission of the charity trustees from all their meetings within a period of 6 months and the trustees resolve that his/her office be vacated;

15.1.3. Passes away;

15.1.4. In the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;

15.1.5. Is removed by the members of the CIO in accordance with sub-clause (2) of this clause;] or

15.1.6. Is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

15.2. A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly.

15.3. A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

16. Reappointment of charity trustees

16.1. Any person who retires as a charity trustee by rotation or by giving notice to the CIO is eligible for reappointment. A charity trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least three years.

17. Taking of decisions by charity trustees

17.1. Any decision may be taken either:

17.1.1. At a meeting of the charity trustees; or

17.1.2. By resolution in writing [or electronic form] agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that

- a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
- the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

18. Delegation by charity trustees

18.1. The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

18.2. This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

18.2.1. A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;

18.2.2. The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and

18.2.3. the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Meetings and proceedings of charity trustees

19.1. Calling meetings

19.1.1. Any charity trustee may call a meeting of the charity trustees.

19.1.2. Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

19.2. Chairing of meetings

19.2.1. The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

19.3. Procedure at meetings

19.3.1. No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is [two] charity trustees, or the number nearest to [one third] of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

19.3.2. Questions arising at a meeting shall be decided by a majority of those eligible to vote.

19.3.3. In the case of an equality of votes, the chair shall have a second or casting vote.

19.4. Participation in meetings by electronic means

19.4.1. An option to hold a meeting by suitable electronic means may be agreed by the charity trustees in which each participant may communicate with all the other participants.

19.4.2. Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

19.4.3. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

20. Saving provisions

20.1. Subject to sub-clause 20.2 of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- Who was disqualified from holding office;
- Who had previously retired or who had been obliged by the constitution to vacate office;
- Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

If, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

20.2. Sub-clause 20.1 of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

21.1. The CIO shall execute documents either by signature or by affixing its seal (if it has one).

21.2. A document is validly executed by signature if it is signed by at least two of the charity trustees.

21.3. If the CIO has a seal:

- (a) It must comply with the provisions of the General Regulations; and
- (b) It must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

22. Use of electronic communications

22.1. General

22.1.1. The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

22.1.1.1. The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

22.1.1.2. Any requirements to provide information to the Commission in a particular form or manner.

22.2. To the CIO

22.2.1. Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

22.3. By the CIO

22.3.1. Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

22.3.2. The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:

22.3.2.1. Provide the members with the notice referred to in clause 11(3) (Notice of general meetings);

22.3.2.2. Give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and

22.3.2.3. Submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10(3) (Decisions taken by resolution in writing), or the provisions for postal voting under clause 11.8.

22.3.3. The charity trustees must:

22.3.3.1. Take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;

22.3.3.2. Send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

23. Keeping of Registers

23.1. The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

24. Minutes

24.1. The charity trustees must keep minutes of all:

24.1.1. Appointments of officers made by the charity trustees;

24.1.2. Proceedings at general meetings of the CIO;

24.1.3. Meetings of the charity trustees and committees of charity trustees including:

- the names of the trustees present at the meeting;
- the decisions made at the meetings; and
- where appropriate the reasons for the decisions;

24.1.4. Decisions made by the charity trustees otherwise than in meetings.

25. Accounting records, accounts, annual reports and returns, register maintenance

25.1. The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of accounts, and to the preparation of annual reports and returns. The statements of

accounts, reports and returns must be sent, regardless of the income of the CIO, the Charity Commission, within 10 months of the financial year end.

25.2.The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

26. Rules

26.1.The charity trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution.

26.2.Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

26.3. The Rules of Pontardawe Bowls Club, developed and updated with reference to those applied by many other similar clubs, are appended to this document at Appendix A and are subject to the same change, amendment, governance and approval processes and procedures that are included earlier in this Constitution

27. Disputes

27.1.If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. Amendment of the Constitution

28.1.As provided by clauses 224-227 of the Charities Act 2011:

28.1.1.This constitution can only be amended:

28.1.1.1.By resolution agreed in writing by all members of the CIO; or

28.1.1.2.By a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.

28.1.2.Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

28.1.3.No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

28.1.4.A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

29.1.As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:

29.1.1.At a general meeting of the members of the CIO called in accordance with clause [11] (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

29.1.1.1.By a resolution passed by a 75% majority of those voting, or

29.1.1.2.By a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

29.1.1.3.By a resolution agreed in writing by all members of the CIO.

29.2.Subject to the payment of all the CIO's debts:

29.2.1.Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

29.2.2.If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

29.2.3.In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

29.3.The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

29.3.1.the charity trustees must send with their application to the Commission:

29.3.1.1.A copy of the resolution passed by the members of the CIO;

29.3.1.2.A declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and

29.3.1.3.A statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;

29.3.2.The charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

29.4.If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

30.1. In this constitution:

“**connected person**” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
 - (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“**General Regulations**” means the Charitable Incorporated Organisations (General) Regulations 2012.

“**Dissolution Regulations**” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The “**Communications Provisions**” means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

“**charity trustee**” means a charity trustee of the CIO.

A “**poll**” means a counted vote or ballot, usually (but not necessarily) in writing.

Appendix A

The Rules of Pontardawe Bowling Club

Title

The club shall be called The Pontardawe Bowls Club ("the Club) and its headquarters shall be at King George V Park, Brynawel, Pontardawe.

Aims

The aims of the Club are to

- Foster and advance amateur sport and, specifically, the game of lawn bowls for the public benefit and to promote the good fellowship of its members by providing and maintaining facilities for the playing of lawn bowls to the communities of Pontardawe, Alltwen & Cilybebyll.
- Organise, host and participate in county and national competitions, representative and friendly matches with other bowls clubs and associations and internal club competitions.
- Adopt the laws of the sport as laid down by World Bowls, the Welsh Bowling Association and the West Glamorgan Bowling Association to whom The Club shall be affiliated.

Membership

Overarching membership provisions for the Club and the associated CIO are articulated in Clause 9 of the Constitution.

The Club shall consist of:

- Adult Playing Members (aged over 18 at 1st April in the given year);
- Junior Members (aged under 18 at 1st April in the given year);
- Life Members (elected by the membership at an AGM for services rendered to the club);

Membership Subscriptions

Membership subscription rates will be reviewed every year and set at the AGM.

- An Adult Playing Member shall pay the full annual subscription.
- An Adult Playing Member formally classified as having disabilities or learning difficulties, shall pay 50% of the full annual subscription.
- A Junior Member shall be exempt from the annual subscription.
- A Life Member, shall be exempt from the annual subscription.
- New adult bowlers/joiners shall pay 50% of the full annual subscription for their first year.

The subscriptions of Adult Playing Members or for those with disabilities or learning difficulties be paid in up to 3 instalments but must be paid in full by 31st May.

Any member whose subscriptions are not paid by 31st May in each year shall cease to be a member, but may be reinstated by the Management Committee, at its discretion, and on payment of all arrears.

Members duties to provide contact details

Every member shall furnish the Honorary 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.

Contact details to be provided should include: Name, Home Address, Home Telephone Number, Mobile Telephone Number and E-mail address.

Any personal data provided by members is for club use ONLY and will not be passed to any other organisation, except as and if required for affiliation to associated governing bodies.

Officers of the Club

This a list of the Club's officers. A brief description of the duties and responsibilities of each officer is given at Appendix A, together with a list of current officers at Appendix B.

- President
- Chairman
- Vice Chairman
- Honorary Secretary
- Honorary Treasurer
- Honorary Match/Fixture/Competitions Secretary
- Welfare/Safeguarding Officer
- Captain
- Ladies Captain
- Disabilities Captain
- Junior Captain
- Press & Social Media Officer
- Green & Grounds Chairman
- Data Analyst

Officers shall be elected at the Annual General Meeting and shall hold office for the period of election, retiring at the end of the that period. 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.

Nominations for Officers above shall be made on a form to be posted on the Club noticeboard and must be supported by a Proposer and a Seconder, who shall be Full Members. This form shall be available from 1st September until 28 days before the date of the Annual General Meeting. No nominations received after this time will be accepted, unless supported by two-thirds of those voting at the General Meeting.

It is permissible for an individual member to hold more than one office if so elected.

Management Committee ("the Committee")

• Composition

The Committee shall consist of a minimum of three Officers (Chairman, Secretary & Treasurer) full members (who have attained the age of eighteen years) elected at the Annual General Meeting to hold office for the term of their elected period.

• Election

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 Honorary Secretary at least twenty eight (28) days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer

and Secunder shall be posted on the Club's noticeboard and circulated to the membership at least fourteen days prior to the date of the Annual General Meeting.

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.

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 a majority of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.

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 shall be determined by lot or previously nominated person.

If, for any reason, a casual vacancy should occur in the Officers or Committee, 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.

• **Meetings**

The Committee shall endeavour to meet at least once in every calendar month. The Committee shall make such arrangements as to the conduct, place of assembly and holding of such meetings as it may wish.

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.

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

• **Powers**

The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the objects of the Club.

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 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.

The Committee shall have the power to make and amend by-laws for the regulation of play and maintenance of good order in the Club, provided such rules are consistent with this Constitution. Any new by-laws or amendments to existing by-laws made by the Committee must be confirmed at the next General Meeting of the Club.

• **Appointment of Sub-Committees**

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.

• **Disclosure of Interest to Third Parties**

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.

• **Limitation of Committee's authority**

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.

• **Members' indemnification of Committee**

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.

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 and 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.

• **Contractual Liability**

The Committee shall endeavour to incorporate the following clause in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club.

"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."

• **Nomination of Honorary Life Members**

The Committee may nominate for election at an AGM such Honorary Life Members or as the Committee may think fit, in recognition of long and/or outstanding service to the Club.

The election of Honorary Life Members shall be placed before the AGM each year and such Honorary Members shall be duly elected if more than 2/3 of those present, and entitled to vote, vote in favour of election.

Safeguarding

The club has a Safeguarding Policy which all members shall adhere to. The club has a Safeguarding Officer whose details are displayed on the notice board in the Pavilion and who will ensure that all the contents are communicated to members and clearly displayed within the club

Discipline - Code of Conduct

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

Any member of whom an allegation of misconduct or an action which damages the reputation of the Club or any member thereof as defined below may be subject to disciplinary measures. For the purposes of the Club the definition of 'misconduct' shall include, but shall not be restricted to:

- A breach of the Club's Safeguarding Policy;
- Any breach of the Rules and Regulations or of the Laws of Bowls Wales
- Any conduct which is prejudicial to the interests of Bowls Wales or any County Association or Club thereof, or any member thereof or to the sport of bowls in general;
- Deliberately losing or attempting to lose any match or otherwise be guilty of unfair play;
- Wilfully altering a bowl after the same has been stamped by a World Bowls centre;
- The use of any profane, indecent, or improper language at any function;
- Any violent, indecent, disorderly, threatening, intimidating or offensive behaviour;
- Sexual, religious, disability or racial harassment;
- Any drug abuse or any conduct which constitutes a criminal offence;
- Behaving fraudulently or cheating at any event;
- Theft or misappropriation or misuse of property;
- Failure to comply with a reasonable instruction authorised by the Committee.

A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee or by the Honorary Secretary upon the instructions of the Committee.

If Committee shall, at any time, be of the opinion that the interest of the Club has not been upheld by a member, they may either:

- Call that member for a personal hearing in order to obtain and establish the full facts of any circumstances that may constitute a breach of the Code of Conduct;
- Write to that member expressing its concern about a breach of the Code of Conduct;

The Management Committee may impose any sanctions that it may consider are appropriate.

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.

Complaints of any nature shall be addressed in writing to the Honorary Secretary

The Management Committee's decision shall be final.

Selection of Teams

The Club's Management Committee, elected at the AGM, shall after discussion and with their agreement, appoint two adult members, to act alongside the Captain as the Selection Committee for teams to play representative games.

The Selection Committee will collaborate and agree appropriate ways of working, so as to facilitate the timely selection and notification of teams to play on the scheduled match dates.

In the event that one (or more) of the Selection Committee are unavailable to meet for team selection purposes, then one (or more) of the Management Committee (Chairman, Secretary, or Treasurer, in that order) shall be invited to temporarily join the Selection Committee and maintain its required quorum of three members.

Team and reserve members unable to fulfil their selection must give reasonable notice to a member of the selection committee. Unless previously notified otherwise, selected reserve players should present themselves for play. In the event of away games, team and reserve members must make every effort to comply with the transport arrangements notified. Alternative arrangements to the contrary or intention to travel direct must be notified to the Captain.

Members selected to play but who are unable to play shall notify the team Captain as soon as possible. Members selected for matches shall report their presence to the team Captain of the day not less than ten minutes before the scheduled starting time. In the event of a team member failing to report and without contacting the Club with a legitimate reason, the reporting reserve will be invited to play.

Dress on the Green

The form of dress to be worn by members shall be in accordance with the provisions of the Governing Body responsible for the match in which the member is playing.

Typically this will be specified on the team sheet and consist Club Shirts when representing the Club, together with grey or white regulation or tailored trousers, shorts, skirts, or culottes. Socks must be worn.

No jeans, cords, cargo trousers, beach/sports/athletic wear to be worn on the green at any time.

Regulation bowling shoes or trainers with smooth flat soles **MUST** be worn at all times on the green. **NO HEELS**, are allowed.

For those members playing in National & County competitions and matches please adhere to the published dress code.

Club Competitions

Members entering Club Competitions must insure that they are available to play on Finals weekend should they progress that far. Members who find that their situation has changed since entering must withdraw from competitions immediately.

Use of the Green

The Club's green requires careful and mindful use, subject as it is to many matches and sessions during the course of the season.

The opening and closing dates of the green will be determined by the Committee after taking expert advice from the Head Green-keeper and his team. The Green will usually be opened for the season during April each year and close, approximately, at the end of September.

The green will be open daily for play and members must play in the direction and on the rink colour nominated by the Head Green-keeper. A visual Colour Code will be displayed.

In addition, playing casual /practice / roll-ups off the primary rinks (2-5) will spread the wear allow the green to recover. Players should therefore commence play first using the outer rinks 1 and 6. If these rinks are full use rink 2 then 5 and if necessary rinks 3 and 4. This reduces the use of the four inner rinks, allowing the rinks to recover, since these are the ones used most frequently for League games and Competitions.

Rinks may be booked and/or used by members on a first come first served basis, but National, County, League and Cup Competitions will take priority.

To allow maintenance and preparation the opening times of the Green for bowling will be advised by the Head Green-Keeper and displayed in the Changing rooms.

Pet Policy

Dogs are not allowed inside the Pavilion but, within reason and if leashed and under proper control may be allowed on the patio. Service or Therapy animals (such as Guide Dogs) are welcome, except within the kitchen.

The owner of such animal accepts all liability for the behaviour of the animal. Pontardawe Bowls Club will accept no responsibility for any animals brought to the Club or their behaviour.

Smoking

Smoking is banned on the green and inside the Pavilion. Smokers are asked to be considerate of others and dispose of any ash or butts appropriately.

Visitors

Visitors who are deemed (upon visual assessment) to be reasonably competent bowlers may “roll up” on the Green up to four times per year on payment of a green fee. Any visitor who uses Club Bowls shall pay a hire charge.

The green fee and hire charge will be determined by the Management Committee, displayed on the Club notice board and reviewed annually.

To comply with insurance requirements the member must complete their details in the Visitors Book and pay the appropriate fee for rink and bowls hire.

Club equipment should be returned to its correct place after use. Currently scoreboards and club bowls are kept in the equipment room and mats, chalk, rink numbers and red and white bowl and jack indicators, mats are kept in blue cupboard. Please ensure all equipment is returned after use. Club equipment must not be removed from the premises unless this is agreed by a Committee member.

Help & Assistance

There are many ways that members can help in the day to day activities of the Club. All help is gratefully received.

On match days playing equipment needs to be put out and then packed away at the end of the game.

There is extensive work carried out throughout the year to ensure the green and its surrounds is fit for purpose. This is done by a team of volunteers. If you would like to join this team, please speak to the Head Green-Keeper.

Changing Rooms need to be kept tidy and is another obligation on Club members. The Pavilion should be made presentable prior to all matches. Cleaning should not be carried out when matches are in progress or in a manner that would disturb players.

Security

It is important that the Pavilion equipment room is properly secured and the shutters and doors locked when vacated. This responsibility rests with every member.

However if you find the building unlocked when you believe it should not be so, contact a committee member immediately so that the situation can be rectified.

If a stranger enters the building do challenge them (politely). Do not assume they have a legitimate reason for being there.

A key safe has been installed on the left-hand side of the shutters and holds a key to said shutters. The combination for the key-safe can be obtained upon request but must be fiercely protected

Notices

Members should endeavour to read the notice boards regularly. We try to keep everyone up to date but this does rely on members reading the information provided. There are also various notices of a more permanent nature around the Club which are there to assist the Club members.

Suggestions

All suggestions shall be entered in the Suggestion Book and signed by the Member(s) making the suggestion.

Limitation of Club Liability

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's premises, and any other facilities of the Club, entirely at their own risk and impliedly accept that:
 - a) The Club will not accept any liability for any damage to or loss of property belonging to members on club premises or its surrounds, including the adjacent car park.
 - (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, Trustees or Servants of the Club."

Data Protection

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.

Amendment of Club Rules

These rules may only be amended at a properly constituted meeting of the Committee. Any proposed changes shall be displayed in the Pavilion at least 14 days prior to the meeting at which the amendment is to be submitted. Any amendment shall require formal ratification and approval of at least two thirds of the members present at the Annual General Meeting.

These rules were amended and updated at a Management Committee Meeting held in April 2023 and will be subject to formal ratification at the next Annual General Meeting in Autumn 2023

Annex A

RESPONSIBILITIES OF OFFICERS

This annex briefly outlines the duties entrusted to the Officers of the Club with delegated powers from the Management Committee to run specific areas of the club's activities.

President

- Act as the Club's Ambassador at large promoting its reputation and best interests.

Chairman

- Represent the Club on match days and other special events;
- Chair all relevant meetings of the Club Management Committee, the AGM and any SGM;
- Have the casting vote at all relevant meetings of the Club in the event of equality.

Vice Chairman

- Assume the responsibilities of the Chairman in his/her absence.

Honorary Secretary

- Conduct the correspondence of the Club and keep custody of all Club documents;
- Prepare full minutes of all meetings of the Club and a register of members' contact details;
- Administer such insurance policy or policies as may be needed to fully protect the Club;
- Represent the Club at County delegate meetings.

Honorary Treasurer

- Collect all relevant fees and subscriptions from Club members;
- Make all relevant payments on behalf of the Club;
- Prepare Annual Balance Sheet for examination;
- Present Accounts for approval at the Annual General Meeting

Club Captain

- Promote the Club's reputation and best interests and provide leadership to the team;
- Support the Club's Management Committee and any decisions taken;
- Select teams as a member of the Selection Committee;
- Ensure the green and equipment are set up correctly on match days;
- Lead convivial pre and post-match interactions with the opposition Captain and team;
- Manage key interactions and relationships on match days - before and after the match.

Selection Committee

- Timely selection of all teams to represent the Club

Fixture/Match/Competitions Secretary

- To ensure a fair draw for internal Club competitions
- To manage Club competitions, ensuring matches are completed in good time
- To make arrangements for Finals Day(s)

Welfare/Safeguarding Officer

- To ensure the Club complies with its Safeguarding policy and guidance;
- To support Junior Bowlers and those with disabilities and/or learning difficulties
- To ensure compliance with relevant Health & Safety regulations

Media Officer

- To publicise the Club in local media, website and social media as relevant

Head Green-keeper

- Maintenance and repair of the Club's green, buildings and property.
- Lead the green maintenance team
- Purchase (after consultation with the Treasurer) supplies to maintain the Green;
- Decide in consultation with the Committee and Captain(s) on whether green is fit for play.

Annex B

Current* Officers of Pontardawe Bowls Club

Office	Holder	Date Appointed
President	Maurice Ashton	
Chairman	Gareth Lewis	June 2022
Vice-Chairman	Robert Edwards	
Hon. Secretary	Joe Phillips	November 2022
Hon. Treasurer	Steve Wadley	November 2022
Hon Fixture Secretary	Joe Phillips	November 2022
Welfare Officer	Joe Phillips	April 2020
Safeguarding Officer	Steve Wadley	November 2022
Captain	Brian Williams	March 2023
Vice Captain	Aaron Billing	November 2022
Ladies Captain	Vacant	
Disabilities Captain	Nigel Rowe	March 2023
Junior Captain	Vacant	
Head Greenkeeper	Ken Daniel	March 2022
Social Media Guru	Dan Dowdeswell	
Data Analyst	Aaron Billing	
Sponsorship Officer	Steve Wadley	March 2022
Bar Manager	Clive Davies	March 2022

**Correct as at April 2023*