



CLANFIELD BOWLS & SPORTS CLUB

CLUB RULES

1. INTRODUCTION

- 1.1. The Club shall be named the Clanfield Bowls & Sports Club (CBSC), the objectives being to provide facilities for, and promote participation of, the whole community in the amateur sport of outdoor flat green bowls and other sports and exercise activities.
- 1.2. CBSC is based at 7 Columbine Way, Clanfield, Waterlooville Hampshire PO8 0WJ (the Pavilion) over which it holds a 25-year lease with Clanfield Parish Council, which commenced on 4 August 2020, at an annual rent of one Peppercorn. In exchange for this nominal rent CBSC is managed and financed by its members.
- 1.3. These Rules should be read in conjunction with the Constitution of CBSC (*Appendix A*). In the event of any ambiguity or conflict the provisions of the Constitution will override these Rules.

2. MEMBERSHIP

- 2.1 CBSC may have different classes of membership and subscription on a non-discriminatory and fair basis. Membership subscriptions will be decided by the Management Committee each year for the following Subscription Year.
- 2.2 Where a person who was not a Member in any part of any preceding Subscription Year joins after 31 May, the subscription for the period up to next 31 March may be a reduced amount as decided time to time by the Management Committee.

Membership applications shall be in the form prescribed by the Management Committee and shall include the applicant's name, address and contact details.
- 2.3 Voting rights will be restricted to paid up Full Members, including Junior Members enrolled under Family Memberships.



- 2.4 Membership of CBSC shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability except as a necessary consequence of the requirements of bowls as a particular sport. Membership may however be limited according to available facilities on a non-discriminatory basis. The Management Committee may refuse membership or, subject to rule 8 of these Rules, remove it only for good and sufficient cause, such as conduct or character likely to bring the CBSC or the sport into disrepute or non-payment of sums due to CBSC.
- 2.5 Membership of CBSC shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability except as a necessary consequence of the requirements of bowls as a particular sport. Membership may however be limited according to available facilities on a non-discriminatory basis. The Management Committee may refuse membership or, subject to rule 8 of these Rules, remove it only for good and sufficient cause, such as conduct or character likely to bring the CBSC or the sport into disrepute or non-payment of sums due to CBSC.

2.5 Membership Categories

2.5.1 *Full Membership*

- 2.5.1.1 *Full Members* shall be entitled to bowl at any time that the Pavilion and green are open and fit for play, subject only to availability of rinks. Rinks may be unavailable due to maintenance or repair or because they are needed for internal or external competitions or regular “roll ups”.
- 2.5.1.2 *Full Members* may use CBSC’s loan equipment including bowls, without charge.
- 2.5.1.3 *Full Members* have use of the Pavilion facilities and are entitled each year to receive newsletters and notice of CBSC fixtures. They also have the opportunity to participate in fund-raising social events at the Member admission rate. They are able to participate in any sports or exercise activities organised for Members.
- 2.5.1.4 *Full Members* may each sign in up to 2 Guests who may use the Pavilion, attend fund-raising social events at the Member’s Guest admission rate or play bowls on payment of the Member’s Guest rates. Admission of Guests is subject to the provisions in Rule 12.
- 2.5.1.5 Priority for admission to fund-raising social events and for use of the rinks shall be given to Full Members and Sports Members. Members’ Guests shall only be admitted subject to availability.



2.5.2 **Sports Membership**

- 2.5.2.1 *Sports Members* have full use of the Pavilion facilities and are entitled each year to receive newsletters.
- 2.5.2.2 *Sports Members* also have the opportunity to participate in fund-raising social events at the Member admission rate. They are able to participate in any sports or exercise activities organised for Members.
- 2.5.2.3 *Sports members* will not be able to sign in Guests.

2.5.3 **Winter Membership**

- 2.5.3.1 *Winter Members* are members only for the period between 30 September and 1 April. During that period:
- 2.5.3.2 *Winter Members* shall be entitled to bowl at any time that the Pavilion and green are open and fit for play, subject only to availability of rinks. Rinks may be unavailable due to maintenance or repair or because they are needed for internal or external competitions or regular “roll ups”.
- 2.5.3.3 *Winter Members* may use CBSC’s loan equipment, including bowls without charge.
- 2.5.3.4 *Winter Members* have use of the Pavilion facilities and are entitled each year to receive newsletters and notice of CBSC winter fixtures. They also have the opportunity to participate in fund-raising social events at the Member admission rate. They are able to participate in any sports or exercise activities organised for Members.
- 2.5.3.5 *Winter Members* may sign in up to 2 Guests who may use the Pavilion, attend fund-raising social events at the Member’s Guest admission rate or play bowls on payment of the Member’s Guest rates. Admission of Guests is subject to the provisions in Rule 12.
- 2.5.3.6 Priority for admission to fund-raising social events and for use of the rinks shall be given to Full Members, Winter Members and Sports Members. Members’ Guests shall only be admitted subject to availability.



2.5.4 **Family Membership**

- 2.5.4.1 A *Family Member* may enrol up to three persons who will be under age 16 at the end of the relevant Subscription Year. Persons enrolled by a Family Member will be Junior Members.
- 2.5.4.2 *Family Members* will be Full Members and entitled to all the benefits set out in rule 2.5.1 above.
- 2.5.4.3 Provided that they are accompanied by the Full Member who introduced them (or another Full Member who is a relative of the Junior Member), Junior Members have full use of the Pavilion facilities and shall be entitled to bowl at any time that the Pavilion and green are open and fit for play, subject only to availability of rinks. Rinks may be unavailable due to maintenance or repair or because they are needed for internal or external competitions or regular “roll ups”. They are also entitled each year to receive newsletters and notice of any fixtures.
- 2.5.4.4 *Junior Members* also have the opportunity to participate in age appropriate fund-raising social events at the Member admission rate. They are able to participate in any sports or exercise activities organised for Members. In both cases they must be accompanied by the Full Member who introduced them.
- 2.5.4.5 *Junior Members* will not be able to sign in Guests.

2.5.5 **Temporary Membership**

Any person who uses the Pavilion or the green as a Member’s Guest or as a participant in an event subject to a Hiring Agreement or who is a non-Member who has hired a rink under the Public Access policy shall for the duration of their stay be a Temporary Member and subject to any of these rules that are applicable.

2.5.6 **Limitation of Liability of CBSC to Members**

To the extent permitted by law, CBSC will not accept any liability for:

- 2.5.6.1 Any damage to or loss of property belonging to members or any person who uses the Pavilion or the green as a Member’s Guest or as a participant in an event subject to a Hiring Agreement or who is a non-Member who has hired a rink under the Public Access policy, or



2.5.6.2 Personal injury arising out of the use of CBSC premises or any other facilities of CBSC 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, Management Committee, Trustees or servants of CBSC.

3. AFFILIATIONS

CBSC shall be affiliated to:

- 3.1 Bowls England
- 3.2 Bowls Hampshire
- 3.3 The Portsmouth & District Bowling Association
- 3.4 The Portsmouth & District Women's Bowling Association

4. RULES OF PLAY

- 4.1 All games of bowls shall be played under the Laws of Bowls England and in accordance with the rules of Bowls Hampshire.
- 4.2 The format for each CBSC competition in the following year is to be determined by the Management Committee annually. A majority vote of the Management Committee will decide a change of any competition.
- 4.3 CBSC competitions shall be played in accordance with the rules set out by the Management Committee. These rules are displayed on the Notice Board and website at the start of each season.

5. MANAGEMENT COMMITTEE

- 5.1 The Management Committee, overseen by the Trustees, shall manage the affairs and assets of CBSC according to the Rules and Constitution and any legal and regulatory requirements. They shall ensure that the funds of CBSC are applied solely to the objectives of CBSC.



- 5.2 The Management Committee has responsibility for all bowling matters, including the running and organisation of the Pavilion, the organisation of stewards and their duties, the organisation of CBSC and external competitions, the recruitment and retention of members and the induction of new members into CBSC, the provision of sports and fund-raising activities and ensuring the best use of the green and its maintenance.
- 5.3 In particular the Management Committee shall ensure that the property and funds of CBSC 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 CBSC.
- 5.4 The Chairman of CBSC will chair the meetings unless he or she decides otherwise and appoints another member of the Management Committee to do so.
- 5.5 The Management Committee shall consist of such offices and functions as the Trustees may decide from time to time. A list of the current offices and functions and the holders of those offices and functions will be displayed on a Noticeboard at the Pavilion and on the Club website.
- 5.6 The Trustees of CBSC shall be given notice of each Management Committee meeting and may attend if they wish.
- 5.7 The Management Committee has the right to co-opt such additional members as necessary to assist in the execution of CBSC's business. Such co-opted members shall not have voting rights.
- 5.8 Further bowls related roles may be created and filled as and when CBSC reaches the level of bowls playing skill to enable it to enter Leagues and external competitions. The first appointees for these roles shall be appointed by majority vote of the Management Committee and subsequent appointees by majority vote of the members attending the AGM.
- 5.9 The Management Committee shall have the right to appoint Sub-Committees and to co-opt members of CBSC, who are not members of the Management Committee. At least one member of the Management Committee will be a member of each Sub-Committee.
- 5.10 **Management Committee Meetings**
- 5.10.1 The Management Committee will meet as often as is necessary to conduct the business for which they are responsible.
- 5.10.2 All members of the Management Committee are invited to attend meetings.



5.10.3 Members having a report to make, but unable to attend a meeting, should forward their report in writing to the Secretary prior to the meeting.

5.10.4 Four voting members of the Management Committee shall form a quorum.

5.11 **Management Committee Election**

5.11.1 Any two members of CBSC may nominate candidates for any position shown on the nomination sheets that will be on display in the Pavilion; providing that the nominee signs to indicate his/her willingness to stand for office.

5.11.2 If there is more than one nomination for a position, a ballot shall be taken at the AGM on official ballot papers.

5.11.3 If no nomination for a particular position is submitted prior to the AGM, then nominations may be taken from the floor. If the position is not filled at the conclusion of the AGM, then the Management Committee is empowered to nominate a person to fill the position without going through the electoral procedure.

5.11.4 No member shall hold office at CBSC whilst holding office at another outdoor bowling club unless the Management Committee decides otherwise.

6. **GENERAL MEETINGS**

6.1 The Annual General Meeting will normally be held in accordance with the date agreed at the previous AGM. Not less than fourteen days' notice of the Annual General Meeting shall be given to each member of CBSC.

6.2 An Extraordinary General Meeting may be called at the discretion of the Management Committee, or at any time within fourteen days of the receipt by the Club Secretary of a request in writing for such a meeting, provided the request bears at least thirty signatures of bona fide members of CBSC.

6.3 Not less than eight clear days' notice of an Extraordinary General Meeting shall be given to each member of CBSC.

6.4 The quorum for an AGM or EGM shall be not less than 15 current members, excluding members of the Management Committee. All voting shall be decided on a simple majority, the Chairperson having the deciding vote in the event of a tie.



7. FINANCIAL YEAR

- 7.1 The Treasurer will keep financial accounts, which shall be prepared and examined to the 31 March each year and presented to the AGM.

8. DISCIPLINE

- 8.1 Any member who does not act in accordance with the Constitution or these Rules will be subject to disciplinary action. CBSC has adopted Bowls England regulation number 9 (Misconduct) (*Appendix C*) and this will be the basis for handling disciplinary matters.

9. REFUSAL OF MEMBERSHIP

- 9.1 The Management Committee is empowered to refuse renewal of membership in accordance with Bowls England regulation number 9 (Misconduct) (*Appendix C*) to any member whose continued membership is considered to be against the best interests of CBSC.

10. SUBSCRIPTIONS

- 10.1 The membership/subscription year will run from 1 April to 31 March annually.
- 10.2 Members will be notified annually of the due date for subscription payment. No member may take part in CBSC activities without having paid his/her membership subscription.

11. ALTERATIONS TO CBSC RULES

- 11.1 New rules, revocation or amendments to existing rules, may only be made at an Annual General Meeting of CBSC providing that two thirds of the members present vote in favour.
- 11.2 The notice convening the Annual General Meeting shall set out the terms of any proposal in respect of the Rules.
- 11.3 All proposals regarding the Rules of CBSC shall be forwarded, in writing, to the Secretary at least twenty-eight days before the Meeting.
- 11.4 Amendments or alterations to the Appendices to these Rules may be made by a majority vote of the Management Committee but any change made under this rule 11.4 must be notified to the members by posting on the website and a notice in the Pavilion and must be submitted to the next AGM for ratification.



12. GUESTS

- 12.1 The Visitors Book shall be held and maintained in the Pavilion. Members, Guests and any other visitor must sign in and out each time that they visit the Pavilion or rink.
- 12.2 Full Members and Winter Members may sign in up to two Guests at any one time and are responsible for ensuring that the Guest signs the Visitors Book. A Full Member or Winter Member who signs in a Guest must be present for the whole time the Guest is on the premises and is responsible for the behaviour of the Guest and ensuring that the Guest observes the Pavilion rules.

13. FINANCIAL

- 13.1 The funds of CBSC shall be deposited in the accounts approved by the Management Committee and no financial liabilities shall be incurred or payment made, except as authorised by the Management Committee or by a General Meeting of CBSC. No investment of CBSC funds shall be made without similar authority.
- 13.2 The Treasurer shall receive all monies payable to CBSC and shall issue receipts for all payments, subscriptions and donations where appropriate. The Treasurer shall make all outgoing payments on behalf of CBSC. The Treasurer shall keep a debit and credit account and prepare an annual financial report and statement immediately after the end of CBSC's financial year.
- 13.3 All cheques drawn on behalf of CBSC shall be signed by and any electronic payments shall be authorised by two of the following three: Club Secretary, Treasurer and another nominated Committee Member.
- 13.4 The Treasurer shall submit to the Annual General Meeting, a duly audited statement of finances, and a copy shall be made available to each member of CBSC. Members incurring pre-authorised and necessary expenses when carrying out their duties as representatives of CBSC may be reimbursed on completion of the form in *Appendix D* and production of adequate proof of expenditure.
- 13.5 The Accounts Examiners are responsible for checking CBSC's accounts as soon as possible after they are completed. Accounts Examiners must not be Management Committee members.



14. CLUB COACHES

- 14.1 The CBSC Coaches shall give advice and instruction to Members of CBSC as required on all aspects of the game of bowls. They shall, wherever possible, be a member of CBSC and qualified by examination under a recognised coaching scheme.
- 14.2 The CBSC Coaches shall be responsible to the Club Secretary.
- 14.3 The CBSC Coaches, in conjunction with the Membership and Registrations Secretary, shall be responsible for the bowling induction of all new members. It is the duty and responsibility of **all** members to ensure that all players bowl in an acceptable manner so as not to damage the green.

15. COMPLAINTS

- 15.1 The Complaints should, in the first instance, be brought to the immediate attention of the relevant committee member (or Captain). If the person bringing the complaint remains dissatisfied with any action taken, the member should communicate in writing to the Club Secretary who will present the complaint to the Management Committee, whose decision shall be final. The Club Secretary will communicate, in writing, the decision of the Management Committee.

16. CBSC POLICIES

The CBSC operates the following policies and has adopted the Bowls England Safeguarding Policy and Bowls Equality Policy for England (*Appendix E*):

- 16.1 **Child Protection**
- 16.2 **Protection of Vulnerable Adults**
- 16.3 **Equality**

The Club having a designated Safeguarding Officer accepts its legal and moral obligation to exercise its duty of care to protect all children and vulnerable adults participating in its activities. It is also committed to ensuring that all members and visitors are treated with respect and dignity.



16.4 Data Protection

16.4.1 Members when joining CBSC give consent to CBSC holding and using such data as is required for the successful running of CBSC and to using their contact details to keep them informed about events organized by and developments affecting CBSC. CBSC will not sell or release a member's data to any third party without the member's consent unless required to do so by law or regulatory provision. Within 30 days of a person's written request to do so, CBSC will destroy all data held by it relating to that person unless required to retain that data by law or regulatory provision.

17. SMOKING

17.1 The CBSC operates a strict no smoking policy within the Pavilion and its surrounds and the car park (including the use of e-cigarettes).

18. HEALTH & SAFETY

18.1 The CBSC operates a Health & Safety policy in accordance with Government guidelines. A copy of the current policy is attached in *Appendix F*.

19. PAVILION RULES

19.1 The Pavilion rules are set out in *Appendix G* and shall be displayed on the Pavilion notice board and must be strictly adhered to.



APPENDIX A

Constitution of a Charitable Incorporated Organisation whose only voting members are its charity trustees

('Foundation' model constitution)

Date of constitution (last amended):

.26th February 2018.....

1. Name

The name of the Charitable Incorporated Organisation ("the CIO") is

....Clanfield Bows & Sports Club

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England

3. Object[s]

The object[s] of the CIO [is][are]

To promote community participation in healthy recreation by providing facilities for playing Bows and participating in various/sports activities,

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

The CIO has power to do anything which is calculated to further its object[s] or is conducive or incidental to doing so. In particular, the CIO has power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;



- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011
- (4) 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 that clause;
- (5) 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.

5. Application of income and property

- (1) The income and property of the CIO must be applied solely towards the promotion of the objects.
 - (a) 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.
 - (b) 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.
- (2) 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.
- (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

(1) General provisions

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;



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.

(2) Scope and powers permitting trustees’ or connected persons’ benefits

- (a) A charity trustee or connected person may 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) A charity trustee or connected person may 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, sections 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) A charity trustee or connected person may 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) A charity trustee or connected person may 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) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

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.

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

(a) “the CIO” includes any company in which the CIO:

- (i) holds more than 50% of the shares; or
- (ii) controls more than 50% of the voting rights attached to the shares; or
- (iii) has the right to appoint one or more directors to the board of the company;

(b) “connected person” includes any person within the definition set out in clause [30] (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (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
- (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). Any charity trustee absents 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

Option 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. Charity trustees

(1) Functions and duties of charity trustees

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 in his or her capacity 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.

(2) Eligibility for trusteeship

- (a) Every charity trustee must be a natural person.
- (b) No individual may be appointed as a charity trustee of the CIO:
 - 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 [12(1)(e)].
- (c) No one is entitled to act as a charity trustee whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- [(d) 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 trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.]

(3) Number of charity trustees

Option 1

- (a) There must be at least [three] 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.



(4) First charity trustees

The first charity trustees are as follows [, and are appointed for the following terms] –

- .Sue Adcock..... [for [3] years]
- .Yvonne Haggard.....[for [3] years]
- Colin Moore.....[for [3] years]
- Michael Trippick.....[for [3] years]
- Graham Withers.....[for[3]years]

10. Appointment of charity trustees

Option 1

- (1) Apart from the first charity trustees, every trustee must be appointed [for a term of [three] years] by a resolution passed at a properly convened meeting of the charity trustees.
- (2) In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

11. Information for new charity trustees

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

- (a) a copy of the current version of this constitution; and
- (b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12. Retirement and removal of charity trustees

- (1) A charity trustee ceases to hold office if he or she:
 - (a) 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);
 - (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - c) dies;
 - d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;



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

(2) Any person retiring as a charity trustee is eligible for reappointment.

[(3) 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 [one year].]

13. Taking of decisions by charity trustees

Any decision may be taken either:

at a meeting of the charity trustees; or

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].

14. Delegation by charity trustees

(1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall 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.

(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:

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

(b) 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

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



15. Meetings of charity trustees

(1) Calling meetings

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

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.

(3) Procedure at meetings

- (a) 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
- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- [(c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.]

(4) Participation in meetings by electronic means

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) 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.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

- (1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.
- (2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.



[17. Informal or associate (non-voting) membership

(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.

(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.]

18. Decisions which must be made by the members of the CIO

(1) Any decision to:

- (a) amend the constitution of the CIO;
- (b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
- (c) wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

(2) Decisions of the members may be made either:

- (a) by resolution at a general meeting; or
- (b) by resolution in writing, in accordance with sub-clause (4) of this clause.

(3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

(4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

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



(b) the required 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, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

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

19. General meetings of members

(1) Calling of general meetings of members

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause [18] (Decisions which must be made by the members of the CIO)

(2) Notice of general meetings of members

(a) The minimum period of notice required to hold a general meeting of the members of the CIO is [14] days.

(b) Except 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, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.

(c) 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.

(3) Procedure at general meetings of members

The provisions in clause 15 (2)-(4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

20. Saving provisions

(1) Subject to sub-clause (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.

(2) Sub-clause (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 sub-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

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

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

(3) If the CIO has a seal:

(a) it must comply with the provisions of the General Regulations; and

(b) the seal 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 so determined it shall be signed by two charity trustees.

22. Use of electronic communications

[(1) General]

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

(a) 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;

(b) any requirements to provide information to the Commission in a particular form or manner.

23. Keeping of Registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

24. Minutes

The charity trustees must keep minutes of all:

(1) appointments of officers made by the charity trustees;



- (2) proceedings at general meetings of the CIO;
- (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;

- (4) decisions made by the charity trustees otherwise than in meetings.

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

- (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 statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (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

The charity trustees may from time to time make such reasonable and proper rules or byelaws 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. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

27. Disputes

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 constitution

As provided by sections 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
 - (a) by resolution agreed in writing by all members of the CIO; or



- (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- (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.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

- (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:
 - (a) at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - (i) by a resolution passed by a 75% majority of those voting, or
 - (ii) 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
 - (b) by a resolution agreed in writing by all members of the CIO.
- (2) Subject to the payment of all the CIO's debts:
 - (a) 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.
 - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
 - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (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:



- (a) the charity trustees must send with their application to the Commission:
 - (i) a copy of the resolution passed by the members of the CIO; (ii) 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
 - (iii) 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;
 - (b) 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.
- (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

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 subclause (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 subclauses (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 10, 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.²⁶

Appendix

The following provisions do not form part of the ‘Foundation’ model constitution but are available as options under clauses 19 (General meetings of members) and 22 (Use of electronic communications). For CIOs intending to include these powers in their constitutions, we recommend that you use the following wording. Notes on these clauses are included with the explanatory notes accompanying the clauses in the model.

General meetings of members

(4) Proxy voting

(a) 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. Proxies must be appointed by a notice in writing (a “proxy notice”) which:

- (i) states the name and address of the member appointing the proxy;
- (ii) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
- (iv) 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.

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

(c) 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.



- (d) Unless a proxy notice indicates otherwise, it must be treated as:
 - (i) 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
 - (ii) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

(5) Postal Voting

- (a) 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.
- (b) 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.
- (c) 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:
 - (i) a notice by email, if the member has agreed to receive notices in this way under clause [21] (Use of electronic communication, 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);
 - (ii) 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.



- (d) 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 [name of CIO]', at the CIO's principal office or such other postal address as is specified in the voting procedure.
- (e) 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.
- (f) Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.



(m) 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.

Use of electronic communications

(2) To the CIO

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.

(3) By the CIO

(a) 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.

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

(i) provide the members with the notice referred to in clause 19(2) (Notice of general meetings);

(ii) give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); [and30

(iii) 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 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing), or [[the provisions for postal voting] (if you have included this optional provision, please insert the correct clause number here)].

(c) The charity trustees must –

(i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and

(ii) 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.



APPENDIX B
(deleted February 2020)

APPENDIX C
Bowls England Regulation 9 (Misconduct)

Bowls England Regulation 9 can be found at the following link: <https://www.bowlsengland.com/policies-rules-and-regulations/>



APPENDIX D

Expenses Policy and Claim Form

Please complete all sections fully, legibly and as accurately as possible, attaching receipts except for mileage claims. We try to pay your expense claim within 2 weeks, however this may be delayed where there is missing or incomplete information. There are examples and notes overleaf (including the current mileage rates) should you need help completing this form.

Name		Bank		Sort Code
Month		Account in Name of		
Phone or Email		Account Number		
Date	Nature of Expenditure	Amount		Amount
		£	p	
Total	Note: for additional claims please attach separate sheet			
<p>I certify that the above details are true and accurate and that I incurred the expenses wholly, necessarily and exclusively on behalf of CBSC. Where I have made a claim for mileage for use of my vehicle I confirm that I have a valid driver's licence and insurance which allows use on CBSC. business and my car is roadworthy (including valid road tax, MOT certificate, if relevant).</p> <p>Signed (Claimant): Date:</p>				
<p>For Treasurer Use Checked that expenses claimed are in accordance with the CBSC expenses policy and that matching receipts are enclosed for each item claimed.</p> <p>Approved by: Date:</p> <p>Print Name & Position:</p>				

Explanatory Notes

Expenses should be claimed monthly and should always be accompanied by a receipt, except for mileage claims. Expenses that are not backed by a receipt and/or which are submitted more than 3 months after the end of the month in which they were incurred can only be paid at the discretion of the Management Committee.



Example Claims Example

Date	Nature of Expenditure	Amount		For Office Use Account Code & Cost Centre
		£	p	
13/11/19	Printing – marketing leaflets (receipt attached)	49	70	
13/11/19	Clanfield to Havant to collect marketing leaflets 16miles @ 25p	4	00	
13/11/19	Bar stock (receipt attached)	102	00	
13/11/19	update course (receipt attached)	85	57	

Mileage may be claimed for journeys made on or after 12 March 2019 and should be claimed at the rate of 25p per mile. Please include starting point, destination and purpose for each journey claimed.

Fuels rates below apply from 12 March 2019.

Engine size	Amount per Mile – Petrol	Engine size	Amount per Mile – Diesel
1400cc or less	11 pence	1600cc or less	10 pence
1401cc to 2000cc	14 pence	1601cc to 2000cc	11 pence
Over 2000cc	21 pence	Over 2000cc	13 pence

Notes

- Hybrid cars are treated as either petrol or diesel cars for this purpose.
- Advisory Electricity Rate for fully electric cars – 4 pence per mile



APPENDIX E

Bowls England Safeguarding Policy

The Bowls England Safeguarding Policy can be found at the following link: <http://www.safeguardingbowls.org/policies.html>

Bowls Equality Policy for England

The Bowls Equality Policy for England can be found at the following link: [Equality_Policy_May_2015.pdf \(bowlsengland.com\)](#)



APPENDIX F

Clanfield Bowls & Sports Club Health and Safety Policy

Michael Trippick, Chairman	has overall and final responsibility for health and safety.	
Karen Eaton, Health Safety & Environment (HSE) Officer	has day-to-day responsibility for ensuring this policy is put into practise.	
Statement of General Policy	Responsibility of (Name / Title)	Action Arrangements (What are you going to do?)
Prevent accidents and cases of club related ill health by managing the health and safety risks at the Club.	HSE Officer	Carry out Monthly risk assessment and review.
Provide clear instructions and information and adequate training to ensure volunteers are competent to do their work.	Management Committee	Provide detailed induction on registration with 6 monthly reviews and refresher training. Record induction and refresher training in training log book.
Engage and consult with volunteers on a regular basis about health and safety conditions.	Management Committee	Provide regular monthly HSE update and briefing notes and where necessary face to face training.
Implement emergency procedures - evacuation in case of fire or other significant incidents.	Management Committee	Carry out weekly fire Alarm tests and 6 monthly evacuation tests.
Maintain safe and healthy working conditions, provide and maintain equipment and facilities and ensure safe storage / use of substances	.	Carry out Monthly risk assessment and review. Provide secure storage facility for specialised cleaning materials and substances.
Signed:	Date:	

Health and Safety Law poster is displayed at	On the notice Board in the rear corridor by changing rooms
First Ai box is located	By Alarm Control Panel in Main Hall
Accident book is located	On the Reception Desk
Event of fire notices posted at	Alarm activation points by Front and Rear Emergency Exits
Fire extinguishers located	By Front and Rear Emergency Exits, and in the Main Hall next to the interconnecting door to the rear corridor.
Fire Blankets located	In the kitchen near key safe and in Main Hall next to the interconnecting door to rear corridor.



Clanfield Bowls & Sports Club Health and Safety Risk Assessment

Location	Pavilion & Car Park	Date of Risk Assessment	15 January 2020	Completed By	Michael Trippick, Karen Eaton, Teresa Attlee
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WHAT ARE THE HAZARDS?	WHO MIGHT BE HARMED AND HOW?	WHAT ARE YOU ALREADY DOING?	WHAT FURTHER ACTION IS NECESSARY?	ACTION BY WHOM?	ACTION BY? (Date)	STATUS
Slips, trips & falls , e.g., uneven surface of car park, cleaning floors etc.	Users of the Pavilion and car park may suffer injuries such as fractures or bruising if they slip, e.g., on spillages or trip over objects.	Outside surfaces maintained to be as even as possible . Encouraging members to report to the Duty Steward any issues which need further investigation and or remedial action.	Full visual inspection to be completed quarterly. Note areas susceptible to ice, puddles or flooding etc.	HSE officer and Maintenance	Full visual inspection by 15 January, April, July and October.	Inspection completed 15 January 2020
		Displaying notices warning of areas of concern, e.g., icy conditions spillages etc.	Consider purchasing a selection of hazard warning signs for ease and flexibility of use, e.g., beware of ice, wet floors, trailing cables etc.	Committee	31-Jan-20	Signs purchased 15 January 2020
		Parking space for visitors with disabilities available next to Pavilion entrance.	Ensure use of these spaces is not abused.	Duty Stewards	Ongoing	Ongoing
		Good lighting in all rooms and corridors in hall. Duty steward to report any failed lighting.	Visual inspection to be completed to ensure light fittings / shades are clean and secure.	Facilities Manager	Full visual inspection by 15 of January April, July & October.	Inspection completed 15 January 2020
		Duty Stewards are responsible for ensuring all hazards including spillages, breakages and obstructions are dealt with or removed immediately. If the incident cannot be dealt with immediately they will put up warning or out of action signs.	Check that any new Pavilion cleaners and Duty Stewards know which products to use on different surfaces inside and outside the Pavilion, where the equipment is kept and what action to take if the incident cannot be dealt with immediately.	Committee	On appointment & induction of cleaning staff and Duty Stewards.	Ongoing



WHAT ARE THE HAZARDS?	WHO MIGHT BE HARMED AND HOW?	WHAT ARE YOU ALREADY DOING?	WHAT FURTHER ACTION IS NECESSARY?	ACTION BY WHOM?	ACTION BY? (Date)	STATUS
		Providing suitable entrance mats to avoid transfer of water mud etc in adverse weather conditions to Pavilion floors.	Check suitability and condition of mats regularly arrange replacement as necessary.	HSE officer and Facilities Manger	Full visual inspection by 15th of January April, July & October	Inspection completed 15 January 2020. Quote being obtained for additional entry matting by folding doors 15 January 2020
		Regular monitoring to ensure corridors, circulation, exits & access routes remain clear and unobstructed and there is no unplanned storage in corridors, e.g., boxes chairs rubbish etc.	Check each shift	Duty Stewards	Ongoing	Ongoing
		Ensuring No trailing electrical leads / cables for static equipment.	Check each shift. Also ensure event organisers consider electrical requirements and risk assess when organising events.	Duty Stewards	Ongoing	Ongoing
		Event management of trailing cables for presentation equipment.	Consider purchasing cable cover mats to use as necessary for events	Committee	31-Jan-20	Cable covers Purchased 1 December 2019
Wearing grip-less bowling shoes	Users' of kitchen area, sink and serving area.	Ask all members to change to normal grip shoes in the Pavilion.	Erect sign informing access is restricted to trained Kitchen personnel.	HSE officer	10-Dec-19	Completed 10 December 2019

WHAT ARE THE HAZARDS?	WHO MIGHT BE HARMED AND HOW?	WHAT ARE YOU ALREADY DOING?	WHAT FURTHER ACTION IS NECESSARY?	ACTION BY WHOM?	ACTION BY? (Date)	STATUS
			Reiterate to all trained kitchen personnel and committee members that kitchen door must remain closed at all times.	Kitchen Manager	31-Jan-20	Completed 1 December 2019
Work at height , e.g., changing light bulbs, cleaning windows, putting up decorations etc.	Anyone working at any height could suffer injuries, possibly very serious ones, should they fall.	Appropriate, commercial stepladder securely stored and available for use.	Print copies of HSE guidance on safe use of stepladders and a brief guide to working at height make available to those who may use stepladder.	HSE officer	31-Jan-20	Completed 1 December 2019
		Volunteers know that they are responsible for using the stepladder safely.	Put in place system for checking condition of stepladder.	Facilities Manager	Monthly visual inspection	Ongoing
		Committee members and cleaners know how to use the stepladder safely.	Consider implications for work at height of any future alterations to the hall.	Committee and HSE officer	Ongoing	Ongoing
		Contractors are fully briefed on safety policy.	Ensure risk assessments and method statements are provided and agreed before contractors start work.	Facilities Manager	Prior to contractors commencing any works on site.	Ongoing
		Entrance / exit to car park clearly marked.	Liaise with owners of carpark to consider applying 5mph speed limit in car park and put up signs.	Chairman	29-Feb-20	
Check	Pedestrians could suffer serious injury if struck by cars entering / leaving car park or moving in it.	For large events, parking controlled by marshals wearing high-visibility vests.	Advise event organiser and hirers of Pavilion, through hire agreement, to consider whether they need to control car parking. Include as part of event risk assessment.	Events Manager	Ongoing	Ongoing

WHAT ARE THE HAZARDS?	WHO MIGHT BE HARMED AND HOW?	WHAT ARE YOU ALREADY DOING?	WHAT FURTHER ACTION IS NECESSARY?	ACTION BY WHOM?	ACTION BY? (Date)	STATUS
		Car park well lit.	Report any failure of carpark lighting to carpark owners.	Chairman	Ongoing	Ongoing
		Skip / recycling collection takes place at times when Pavilion not in use.	Ensure works coordinator considers relevant use of skips or similar when organising works.	Facilities Manager	Ongoing	Ongoing
Hazardous substances e.g. cleaning products	The cleaner, and others cleaning, risk skin problems e.g. dermatitis and eye damage, from direct contact with cleaning chemicals. Vapour may cause breathing problems.	Mops, brushes and strong rubber gloves provided.	Ensure correct procedures are covered in the induction of all new cleaning personnel and Duty Stewards.	Committee	Ongoing	Ongoing
		Cleaning products marked "irritant" replaced with milder alternatives.				
		Cleaner trained to use products safely, e.g., follow instructions on the label, dilute properly and never transfer to an unmarked container.				
		Cleaning products stored securely in locked cupboard.				
Electricity	Users risk electric shocks or burns from faulty equipment or installation.	Fixed installation correctly installed by qualified electrician and inspected regularly.	Make sure Duty Stewards know where the fuse box is and how to switch supply off in emergency. Included in induction and Steward training.	Committee	31-Jan-20	Ongoing
		All repairs by qualified electrician.	Remind users that portable equipment considered unsafe should be reported to the Duty Steward, marked and taken out of use. Included in induction and Steward training.	Duty Stewards	31-Jan-20	Ongoing



WHAT ARE THE HAZARDS?	WHO MIGHT BE HARMED AND HOW?	WHAT ARE YOU ALREADY DOING?	WHAT FURTHER ACTION IS NECESSARY?	ACTION BY WHOM?	ACTION BY? (Date)	STATUS
		Safety plugs in sockets.	Statement / certificate of electrical safety to be displayed.	Facilities Manager	31-Jan-20	Purchased 17 January 2020
		Portable equipment checked for visual signs of damage before use.	Event organisers to ensure visitors are aware they are responsible for ensuring any of their equipment used on site must safe to use and if not under warranty, have been recently PAT tested.	Committee	Ongoing	Ongoing
		Pavilion users are told in their induction they are responsible for any electrical equipment they bring to use on site.	Duty Stewards to monitor and remind users as necessary.	Duty Stewards	Ongoing	Ongoing
		Contractors must confirm all equipment used, if not under warranty, have been recently PAT tested.	Confirm in statement of work.	Facilities Manager	Ongoing	Ongoing
Gas	Users of Pavilion risk exposure to Gas and or carbon monoxide.	Carbon monoxide detectors installed.	Test regularly to ensure working, replace as necessary.	Facilities Manager	29-Feb-20	Chairman Checking with CPC
Stored equipment	Users could be injured by collapsing stacks.	Users know that they must stack tables and chairs carefully so that they do not collapse. Also partitioning panels.	No further action needed.	–	–	–
Manual Handling	Users may suffer back pain if they try to lift objects that are too heavy or awkward.	Trolleys available to move heavy equipment and users know where they are kept.	Ensure only designated trained personnel are allowed to move and set up furniture, e.g., for events etc.	Committee and Duty Steward	31-Jan-20	Purchased 20 January 2020



WHAT ARE THE HAZARDS?	WHO MIGHT BE HARMED AND HOW?	WHAT ARE YOU ALREADY DOING?	WHAT FURTHER ACTION IS NECESSARY?	ACTION BY WHOM?	ACTION BY? (Date)	STATUS
Fire	If trapped, members and visitors could suffer fatal injuries from smoke inhalation / burns.	Fire risk assessment done, see www.communities.gov.uk/fire and necessary action taken.	Ensure the actions identified as necessary and the fire risk assessment are done.	Steering Group	31-Jan-20	20-Jan-20
		Events to be risk assessed and managed to ensure maximum capacity is not exceeded.	Ensure popular events are ticket only and entry is monitored to ensure maximum capacity is not exceeded.	Event organiser	Ongoing	Ongoing
		Specific furniture layouts will be followed for set events to ensure appropriate circulation and exit routes are maintained.	Floor plans to be produced to guide furniture floor layouts for various types of events.	HSE officer	31-Jan-20	20-Jan-20



APPENDIX G

Pavilion Rules

1. **Dress Code**

Appropriate flat soled shoes are to be worn on the green. They should be changed into at the Pavilion and not worn while travelling to the Pavilion to avoid damaging the green.

For County, all P&D matches and friendly matches Home and Away, the dress code specified for the day shall be observed by the players.

2. **Smoking**

Smoking is not permitted in the Pavilion or on the green, its surrounding areas or in the car park.

3. **Visitors Book**

All Members, Members' Guests and persons using the Pavilion or green under a Hiring Agreement must enter their name in the Visitors Book held in the Pavilion each time that they enter the Pavilion or the green. A person who signs the Visitors Book will be a Temporary Member of CBSC for the duration of their stay.

Failure to sign the Visitors Book may mean a member or guest is unable to claim under the Club insurance policy in the event of accident or loss of property.

Use of the Car park is subject to availability of spaces and subject to Clanfield Parish Council Regulations. Use of theca park is at owners' own risk.

4. **Green Equipment**

In every instance it is the responsibility of Playing Members to ensure that all jacks, mats, scoreboards and other CBSC equipment having been used shall, without fail, be returned to the Store room.



5. **Members' Possessions**

At no time should members' bags or bowling equipment be left in the main room of the Pavilion. All bags should be left in the Changing Rooms.

6. **Dogs**

No dogs, other than registered assistance dogs are allowed in the Pavilion or on the green or its surrounds.

7. **Opening Hours**

The Pavilion and green shall be available at all times that an authorized Club Steward is present. Use of rinks may be restricted by demand or in the event that an internal or external competitive match is in progress.

Unless a later time is specifically authorised by the Management Committee for a particular date (subject to the terms of any relevant Licence) the Pavilion will always be vacated and locked up by 11.10pm.

Members and visitors should please be considerate of nearby residents when leaving the Pavilion at night and keep noise to a minimum.

8. **Policy for Public Hire of a Rink**

Subject to prevailing weather and a satisfactory playing surface, at least one rink will be available for public use between the hours of 10am and dusk subject to advance payment of an entry fee and, if appropriate, a refundable equipment deposit.

Hirers must provide their own suitable flat-soled footwear.

There will a limited amount of equipment available to hire for any hirer who has not brought their own equipment but its availability cannot be guaranteed.



9. **Conditions of Hire**

Hirers having no bowls experience must go through a short (no more than 15 minutes) briefing (“the familiarisation briefing”) before starting to play. The familiarisation briefing will cover the rules of bowls, how to use the equipment, safety issues and protection of the playing surface.

Hirers must sign the Visitors Book in the Pavilion and will become Temporary Members of CBSC for the duration of the hire. Failure to sign the Visitors Book will result in that person not being covered by CBSC’s Insurance policy.

A club member authorised by CBSC to supervise rink hirers must be present during the period of the hire.

CBSC reserves the right to require a minimum of 24 hours’ notice but will try to accommodate hirers at shorter notice if suitably authorised members are available.

Cost £6 per person per session (up to 2 hours) plus £4 for equipment hire if wanted. There will be a refundable £20 deposit payable for equipment hire. Member’s Guests and Sports Members benefit from a discounted rate of £5 per person per session.

The maximum number of players is 8 on any designated rink.

Rink equipment will be provided free of charge.

The Hirer or Tenant must ensure that it has public liability insurance for all persons using the facilities to a minimum level of £2M (Two Million Pounds) and shall provide proof of such insurance upon demand.

Enquiries for rink hire to be made to CBSC (contact details can be found at www.clanfieldbsc.com).