

# RULES AND BYE-LAWS

Of the

## Rykneld Bowling Club Ltd

Registered No. 00149721

Company Limited By Guarantee And Not Having  
A Share Capital

Est 1919

Certified by

  
.....

D Young  
Director, Hon. Secretary

  
.....

R Knowles  
Director

Date: 9<sup>th</sup> February 2022

## INDEX

<u>RULE</u>	<u>PAGE</u>
1. Name and Registered Office	3.
2. Objects	3.
3. Membership	3.
4. Legal Obligations of Members and Life Members	3.
5. Admission of Members	3.
6. Election of Life Members	4.
7. Election of Temporary Members	4.
8. Entrance Fee and Subscriptions	4.
9. Change of Address and Telephone Number	4.
10. Cessation of Membership	5.
11. Guests	5.
12. Visitors	5.
13. Directors of the Club	6.
14. Officers and Committee of the Club	6.
15. President	7.
16. Hon. Secretary	7.
17. Hon. Treasurer	8.
18. Powers of the Committee	8.
19. General Meetings	9.
20. Accounts Examination or Audit	9.
21. Indemnity of Officers and Committee Members	10.
22. Winding up of the Club	10.
23. Bar	10.
24. Kitchen Area	10.
25. Gifts	11.
26. Copies of Rules and Bye-Laws	11.
27. Amendment to Rules and Bye-Laws	11.
BYE-LAWS OF RYKNELD BOWLING CLUB LTD	12.
Record of Amendments	13.

## **RULES**

### **1. NAME AND REGISTERED OFFICE**

The Club shall be called the Rykneld Bowling Club Limited hereinafter referred to as 'The Club' and its registered office shall be 39 Farley Road, Derby, DE23 6BW, or such other place as the majority of members may determine, and any such change shall be sent to Companies House within fourteen days, in the manner and form prescribed by the Companies Acts in force at the time.

### **2. OBJECTS**

The objects of the Club are to provide for the community a facility to play and/or spectate at the game of Crown Green Bowls and to promote this and other Sports and Pastimes and to encourage social intercourse between its Members.

### **3. MEMBERSHIP**

- (a) The Club shall consist of Members, Life Members, Associate Members, Social Members and Junior Members. Each Member and Life Member will have one vote.
- (b) Associate Members, Social and Junior Members may be admitted on such terms and conditions as the Committee may from time to time determine but will not carry the right to vote at Annual or Special General Meetings.
- (c) Associate Members have use of all facilities of the Club including the general use of the bowling green providing it is not required for pre-arranged matches or competitions; also excludes playing in any league or cup games for Rykneld Bowling Club, and also entering the Club's Gold Letter Competitions. They may however in common with new members pay an additional sum of £10 in order to play in the floodlit league.
- (d) Social Members do not have general use of the bowling green but will have full access to all other amenities of the Club and access to the green for social events.

### **4. LEGAL OBLIGATIONS OF MEMBERS AND LIFE MEMBERS**

Every Member and Life Member of the Club undertakes to contribute such amount as may be required (not exceeding £1) to the Club's assets if it should be wound up while he/she is a Member or, if living, within one year after he/she ceases to be a member, for payment of the Club's debts and liabilities contracted before he/she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

### **5. ADMISSION OF MEMBERS**

- (a) The number of Members of the Club will be constrained only if the Committee decides that facilities will become insufficient to provide adequate access to each Member.
- (b) Members (except Life Members), Associate Members, Social or Junior Members (aged under 18) of the Club shall be admitted if they have an interest in playing or spectating at bowling and undertake to abide by the Rules and Bye-Laws of the Club.

The acceptance of any person previously removed from membership must be approved by a majority vote at a Committee meeting. Rejection on the grounds of sex, colour, religion, culture, disability, or similar grounds is not permitted.

- (c) The acceptance of an applicant shall forthwith be notified to him/her by the Secretary who shall at the same time refer him/her to a copy of the Rules and Bye-Laws of the Club and request him/her to pay the requisite annual subscription. The payment of the subscription shall be a distinct acknowledgement of acceptance of and acquiescence to the Rules and Bye-Laws of the Club. Unless agreed otherwise by the Committee, the candidate shall not be entitled to use any facilities of the Club until such payment is made, together with the payment of such entrance fee as may be due under Article 8.
- (d) Members and Associate members are entitled to use all facilities of the Club, a Social Member is entitled to use all facilities of the Club except the general use of the bowling green and a Junior Member is entitled to use all facilities of the Club except where negated by law.
- (e) The rights and privileges of every Member, Associate Member, Social Member and Junior Member, shall be personal to him/herself and they shall not be transferable in any circumstances and shall cease upon leaving or death.
- (f) Any Member, Associate Member, Social Member or Junior Member may withdraw from the Club at any time by giving notice in writing to the Secretary. Subscriptions will not be reimbursed for any or all of the year unless the Committee determines that circumstances warrant such.

## **6. ELECTION OF LIFE MEMBERS**

Life Membership to reflect meritorious past service to the Club will be through nomination by the Committee. Election will however be subject to an approved proposal at the Annual General Meeting. No subscriptions will then be due from a Life Member.

## **7. ELECTION OF TEMPORARY MEMBERS**

Any person temporarily resident in the South Derbyshire area may, on the recommendation of a Member, be admitted by resolution of the Committee to the privileges of the Club for a period not exceeding twelve months on payment in advance of such subscription as the Committee may determine. Provided always that for shorter periods than three months the Committee may require such payment per day, per week, or per month, as they from time to time decide.

## **8. ENTRANCE FEE AND SUBSCRIPTIONS**

- (a) Entrance fees, if any, shall be fixed by the AGM.
- (b) Annual Subscriptions shall also be fixed by the AGM and are payable before use is made of the bowling green.
- (c) Annual Subscriptions must be paid by 31<sup>st</sup> May, failing which, unless circumstances cause the Committee to decide otherwise, membership will be withdrawn.

## **9. CHANGE OF ADDRESS AND TELEPHONE NUMBER**

Any Member changing his/her address and/or telephone number shall, within fourteen days, give notice to the Secretary in writing, and, until such notice is given, all

communications and notices sent to the last recorded address shall be deemed to have been served on the person.

## **10. CESSATION OF MEMBERSHIP**

- (a) If the conduct of any Member, Life, Associate, Social or Junior Member either in or out of the Club shall, in the opinion of the Committee, be injurious to the character or interest of the Club, the Committee may expel such person from the Club. Seven days' notice of this intention to expel shall be given to the person, which notice shall inform him/her of the charge against him/her. No such expulsion shall take place unless the vote for expulsion be agreed by four-fifths of the Committee present at a meeting specially summoned for the purpose attended by at least one half of the Committee at which the accused person shall have had the offer of being heard and/or represented.
- (b) Any Member of any type whose subscriptions are not paid by 31<sup>st</sup> May shall cease to be a Member unless the Committee at its discretion shall exempt him/her from this provision. If desirous of re-joining, the Member must apply in accordance with Rule 5.
- (c) By voluntary resignation. Subscriptions will not be reimbursed for any or all of the year unless the Committee determines that circumstances warrant such.
- (d) By death.

The rights and privileges of every Member of any type shall be personal to him/herself and are not transferable. Cessation of Membership therefore for any of the above reasons removes such rights, privileges, and obligations.

## **11. GUESTS**

- (a) Any Member, Life Member, Associate Member, Social Member or Junior Member may introduce accompanied guests to use the facilities of the Club, but the same guest cannot be introduced more than 4 times in any one year.
- (b) The person introducing a guest is responsible for the conduct of the guest and must sign the guest book kept for this purpose and pay the daily fee determined by the Committee.
- (c) To continue using the facilities after the fourth visit, the guest must apply for the appropriate type of membership in accordance with Rule 5.

## **12. VISITORS**

- (a) The Committee will admit to the Club members, guests and officials of visiting teams who are to play matches against Club teams or when the green is to be used by other teams for a Cup match. Such persons may use all the facilities of the Club under the same rules as Club Members.
- (b) The Committee will invite members and friends of other clubs to participate in open competitions. These invitees may use all the facilities of the Club under the same rules as Club Members.
- (c) The Committee may invite dignitaries for specific events, and they shall be official guests of the Club.
- (d) Any person is invited to attend public social events held in the Club House.

- (e) Any person is invited to attend the coaching sessions on Saturday Morning.
- (f) The Committee reserves the right to refuse admission to or to remove from the premises any visitor whose behaviour is, or is likely to be, of adverse interest to the reputation of the Club.

### **13. DIRECTORS OF THE CLUB**

The Club shall have at least 3 Directors, each elected at the AGM for three years and retiring in rotation. Retiring Directors may be re-elected. These must be Members or Life Members of the Club.

- (a) All Directors will be ex-officio members of the Committee.
- (b) Directors shall be responsible on behalf of the Members to ensure that the business of the Club is conducted in line with its Memorandum and Articles of Association and shall exercise all legal powers of the Club.
- (c) Nominations for Directorship or re-election as a Director shall be made by the Committee and advised to Members at least seven days before the AGM.
- (d) If any serving Director relinquishes his/her post during a year and the conditions of the first paragraph of item 13 are not met, the Committee will elect a replacement to serve until the next AGM.
- (e) Unless decreed otherwise by the Committee, the Directors are not entitled to receive remuneration or expenses of any kind for their services as a Director. The Club may however enter into an agreement or arrangement with any Director for his employment by the Club or for the provision by him of any services outside the scope of the ordinary duties of a Director.
- (f) The Directors may appoint any person to be an agent of the Club for such purposes and on such conditions as they determine including authority for any agent to delegate all or any of his powers.
- (g) A Director may be removed from office if the conditions detailed in the Articles of Association of the Club pertain.

### **14. OFFICERS AND COMMITTEE OF THE CLUB**

- (a) The Officers of the Club shall be President, Vice-President, Honorary Secretary and Honorary Treasurer who shall retire annually but be eligible for re-election at the AGM that year. Any Officer who ceases to be a Member of the Club shall ipso facto vacate his/her office.
- (b) The Club shall be managed on a day-to-day basis by a Committee consisting of 12 members comprising the above, plus at least 4 full members and 4 or more ex-officio members. Ex-officio members will be the immediate Past President and all Directors of the Club who are members. Where an officer fulfils two or more roles, or no-one fulfils the role the additional place on the committee will be filled by a full member.
- (c) The quorum for a Committee Meeting shall be 5 members.
- (d) No person shall be eligible as an Officer or Committee Member who is not a Member.
- (e) Committee members will serve for a period of four years but will be eligible for re-election at the AGM that year.

- (f) All Members shall be eligible for election as Directors, President, Vice-President, Hon. Secretary, Hon. Treasurer, and members of the Committee.
- (g) Any vacancies arising amongst the Officers or Committee in any one year shall be filled by the Committee until the next AGM. Any member elected to fill a vacancy under this section shall retire at the AGM but shall be eligible for re-election.
- (h) Any Officer or member of the Committee may be removed by a vote of a majority of Members at a Special General Meeting called for that purpose.
- (i) Any member of the Committee who misses three consecutive Committee Meetings without reasonable explanation shall be considered as having resigned.

Any Officer or member of the Committee may receive such honorarium as the Committee of the Club shall from time to time determine, and this to be approved at the AGM.

## **15. PRESIDENT**

- (a) The President will act as chairman of each General Meeting of the Club and of each Committee Meeting. In his/her absence, the Vice-President, or if neither be present, an elected chairman shall preside.
- (b) The Chairman shall have a second or casting vote at all Meetings
- (c) The President will also preside at any special function of the Club.
- (d) Following his/her term of office, the President will become an ex-officio member of the Committee for a period of one year.

## **16. HON. SECRETARY**

- (a) The Secretary shall call and attend all meetings and shall enter minutes of such meetings in the book provided for that purpose.
- (b) He/she will deal with all formal communications between the Club and outside bodies liaising with the Hon. Treasurer in relevant correspondence with Companies House. Communications of general interest to all members will be displayed on a Club notice board.
- (c) The Secretary shall receive all applications for membership and ensure that all applicants are aware of the Rules and Bye-Laws.
- (d) He/she will ensure that a list of names, addresses, telephone numbers and last date joining of all current Members of all types is accurately maintained in the Club premises and accessible to all.
- (e) The Secretary will collect all entry fees for Club competitions and, in the absence of the Treasurer, entrance fees, if any, and annual subscriptions.
- (f) The Secretary on all occasions in the execution of his/her office, will act under the superintendence, control, and direction of the Committee or of the Directors as appropriate.
- (g) During periods of absence for any reason, he/she will ensure that another member of the Committee will discharge his/her duties.

## **17. HON. TREASURER**

- (a) Every year the Treasurer will, in liaison with the Hon. Secretary, send a copy of the examined Annual Accounts and Balance Sheet to Companies House.
- (b) The Treasurer shall maintain the accounts of the Club and shall be responsible for banking all cash and cheques received and ensure all monies due to the club are received into the club bank account.
- (c) Prior to each Committee Meeting, the Treasurer will take stock of goods sold via the bar or any shop facilities.
- (d) He/she will present accurate and timely financial statements to each normal Committee Meeting, prepare the annual accounts, and arrange for their independent examination or audit by the nominated official.
- (e) Subscriptions shall be paid to the Treasurer, or in his absence via the Secretary, and he will be responsible for recording such.
- (f) The whole of the receipts of the Club shall be paid into a bank specified by the Committee and acknowledgements issued. Except for petty cash expenditures for which receipts will be recorded, all accounts shall be paid by cheque or other means, including electronic communication, under the authority of the Treasurer and one Director or the Secretary.
- (g) The Treasurer will ensure that the requisite insurance, agreed by the Committee, is maintained for the Club for all relevant risks and in compliance with statutory requirements will ensure, when necessary, the safe storage of Club financial and property records especially those dealing with property ownership.

## **18. POWERS OF THE COMMITTEE**

- (a) The Committee shall have control and management of the activities and property of the Club and to make any Bye-Laws for the government of the Club.
- (b) It shall have the power to co-opt onto the Committee any Member until the next AGM for any reason it deems necessary.
- (c) The Committee shall appoint such Sub-Committees as it may deem necessary.
- (d) Without prejudice to the general powers conveyed in 18(a) above, the Committee shall have power:
  - to pay the costs, charges, and expenses incidental to the operation of the Club.
  - to erect, maintain, improve, or alter any buildings for the purposes of the Club.
  - to appoint at their discretion or suspend such Managers, Stewards, Agents, Professionals, Groundsmen, Caretakers, and others for permanent, temporary, or special services, as they from time-to-time think fit, and to determine their duties and fix their salaries and emoluments and to pay the same out of the funds of the Club. To propose to the AGM any honoraria or special payments to be made to any volunteer workers or professionals.
  - to determine from time to time the conditions on which Members, Life Members, Associate Members, Social Members and Junior Members may use the grounds or facilities of the Club.
  - to recommend to the AGM any nominations for Life Membership.
  - to maintain Rules and Bye-Laws for the operation of the Club.



- to raise monies for the general or specific purposes of the Club through special events, lotteries, grant applications and any other lawful means.
  - subject to agreement of all Director Members of the Committee, to acquire or sell property, to raise money by issue of debentures or mortgage, and to invest such part of the funds of the Club not required for its immediate purposes.
- (e) It will ensure that the proceedings of Committee Meetings are duly recorded by the Secretary.
- (f) It will cause the Club's financial accounts to be kept by the Treasurer who will report to them at each of its regular meetings and will determine the banking facilities to be used by the Club.

## **19. GENERAL MEETINGS**

- (a) The Annual General Meeting shall be held in the month of February or as soon thereafter as may be to receive the report of the Committee, the examined balance sheet and accounts for the year ended on 31<sup>st</sup> December, to elect the Directors, Officers, and Committee Members, to transact the business of the meeting as laid down in the agenda.
- (b) A Special General Meeting shall be called whenever required by the Committee or upon a requisition made in writing by not less than twenty Members (or Members holding not less than 10% of the total voting rights). Such Special Meeting shall be convened by the Secretary within fourteen days of the requisition else the requisitionists may themselves convene such a Meeting.
- (c) Every General Meeting shall be held in the Club premises or in such other place and at such hour as the Committee may determine.
- (d) For each General Meeting, at least fourteen days' notice, specifying the place, day, and hour of the Meeting, and in the case of a Special General Meeting the nature of the business to be transacted thereat, shall be given by hand, sent by post or electronic communication to Members, Associate Members and Social Members.
- (e) A copy of the examined Accounts will be available for all Members at the AGM, but any Member may request a copy earlier. The Treasurer will duly present same.
- (f) The quorum for an AGM or Special General Meeting shall be 25% of the voting membership and, except for Winding-Up motions, majority voting will apply.
- (g) A Winding-Up Motion can be proposed only by the Committee, the corresponding Special General Meeting must have a quorum of 75% of the voting membership and will require a 75% vote in favour to pass such a resolution.
- (h) The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any Member entitled to receive notice shall not invalidate the proceedings of that Meeting.

## **20. ACCOUNTS EXAMINATION OR AUDIT**

- (a) The Annual Accounts of the Club will be independently examined or audited as required by law.
- (b) The Committee will appoint each year an independent examiner or professional auditor who is not a Member of the Committee, and either can be re-elected.

## **21. INDEMNITY OF OFFICERS AND COMMITTEE MEMBERS**

The Committee and Officers of the Club and their respective heirs, executors and administrators shall be indemnified and saved harmless out of the funds of the Club from and against all charges, costs, losses, damages and expenses which they or any of them shall or may incur or sustain in or about the execution of their respective offices or trust or in or about any contracts or agreements made by them for or on behalf of the Club, except such charges or expenses as shall be incurred or sustained by or through their own wilful default; and none of them shall be answerable for others of them nor for joining in any receipt for the sake of conformity only for any Banker, Broker or other person with whom any monies or effects belonging to the Club shall be or may be lodged or deposited for safe custody, sale, investment or otherwise, nor for any insufficiency of any security on which monies belonging to the Club shall be placed or invested, nor for any other misfortune, loss, or damage which may happen in the execution of their respective offices or trusts or in any way in relation thereto, except the same shall happen by or through their own wilful default respectively.

## **22. WINDING UP OF THE CLUB**

If the Club is to be wound up, the Directors will determine a liquidator or liquidation committee who, with the sanction of a special resolution of the company and any other sanction required by the Companies Acts, will realise the whole of the assets of the Company and donate these to the sport's governing body, the British Crown Green Bowling Association, *for use by them for related community sports.*

## **23. BAR**

- (a) The Bar area of the Clubhouse will be secured when not in use and only Committee Members will have access to the security codes required. Such security codes will be changed regularly.
- (b) When in use, the Bar will be run by a Committee Member or a Member approved by the Committee.
- (c) A bar float will be maintained by the Treasurer and any monies removed from the bar by any Committee Member must be signed for and dated in the notes provided for the purpose.
- (d) Bar stocks, including confectioneries, will be maintained in a manner from time to time determined by the Committee.
- (e) The Secretary will ensure compliance with the rules of the licensing authority.

## **24. KITCHEN AREA**

- (a) The kitchen area will be operated in accordance with Health and Safety and Hygiene regulations.
- (b) All electrical equipment, except kettles and hot water boilers, will be operated only by persons nominated for the proper operation of such.
- (c) Tea and coffee making facilities and access to the refrigerator and freezer for ice creams for all types of Members will be permitted with payment being made via an honesty box.

## **25. GIFTS**

- (a) For the purpose of this clause a gift shall mean a gift or donation of a permanent item which is intended to benefit the club and all its members. For the avoidance of doubt, it shall not include monetary donations, cakes, marmalade, books, or raffle prizes which are intended to raise funds for the club.
- (b) When a member wishes to make a gift, he/she shall first approach the committee for their consent. The committee shall decide whether the item is required and suitable for its surroundings before granting its consent or refusal.

## **26. COPIES OF RULES AND BYE-LAWS**

- (a) A copy of these Rules will be maintained in an accessible location for reference by any person.
- (b) The Committee will provide the Secretary with sufficient number of copies to supply to any person who has a right to and requests his/her own copy.

## **27. AMENDMENT TO RULES AND BYE-LAWS**

No new rule shall be made nor shall any of the rules herein contained or hereafter to be made, be amended, or rescinded unless with the consent of a majority of voting Members at the AGM or Special Meeting called for that purpose. Any voting Member can request a copy of the proposed amendment up to 7 days prior to the Meeting and the proposed amendment must be fully explained at the Meeting. No new rule is valid until registered.

The Committee may from time to time make Bye-Laws as per Rule 18, not inconsistent with the Rules of the Club in force at that time. A copy of the Bye-Laws in force will be displayed on the Club notice board.

## **BYE-LAWS OF RYKNELD BOWLING CLUB LTD**

1. Any complaints or suggestions from Members on the domestic arrangements and/or operations of the Club, can be made either by a signed letter to the Club Secretary or by formally requesting a hearing prior to a normal or specially convened Committee Meeting. Complaints against any Member, Employee, or Contractor to the Club, shall be made only in a signed letter to the Club Secretary. In this case the Committee or a delegation therefrom may wish to meet with the complainant(s).
2. The Club will maintain a policy or policies on Child and Vulnerable Adult Protection in line with guidance provided by the British Crown Green Bowling Association.
3. The Club shall be a good neighbour to all residents of neighbourhood streets. Car Parking restrictions, which are well sign posted, must be observed. When required, car parking permits are available in the club house (post June 2014 a small charge will be levied for each permit by Derby City council). Cars of Members and visitors alike must not therefore be parked to limit access to residents' driveways or be parked opposite Louvain Road; noise levels must be contained especially during the latter part of evening matches.
4. If weather conditions are adverse, the decision on whether the ground is or remains playable rests with the green keeper, if present, failing whom a member of the Committee. If lightning threatens, the home captain will suspend any match then in progress until the threat recedes; no social bowling will take place in such a condition.
5. No matches of any type shall be scheduled to take place during periods planned for maintenance of the green.
6. All members and visitors when playing on the green shall wear suitable flat shoes.
7. All entrants in Club (Gold Letter) competitions, potentially, must be available to play in the respective Finals on the published Finals Day. In extenuating circumstances, the loser(s) go through. No substitutes will be allowed after the first round has been played. Competitors must also co-operate with the Organiser in playing their matches by dates stated. Failure to comply with this rule shall lead to both parties being disqualified with no appeal. Games are arranged through mutual consent of the participants, with the first named player(s) providing three suitable dates. The game will not generally involve a roll-up, nor in general, will any participant play in a further competition game within 1 hour of completion of the previous game. There will be no refunds of fees paid regarding disqualification for non-compliance of the Gold Letter Rules. All fees must be paid before the first game is played.
8. Any participant in a (Sunday) Social Event must not be playing on the green within one hour of the start of the Event.
9. Prizes for winners and runners-up in Club competitions shall be borne by the Club as shall the costs of engraving on Club trophies and lettering on the winner's boards in the Club House. Trophies shall be held by the winners for one year and returned to the Secretary before Finals Day in the following year.
10. A charge reflecting the cost of producing Club entrance keys shall be made to any Member requiring such; Members who leave the Club must return entrance keys to the Secretary; Members who leave the Committee must also return any other keys issued to them.

11. No bill, newspaper, notice or placard shall be posted or distributed in or about the Club premises without the permission of the Secretary.
12. Except for commemoration of a former Member, no collection for any person, charity or institution shall be undertaken within the Club without the permission of the Committee.
13. No member of the Committee or Officer of the Club shall sign any petition or document on behalf of the Club without the express sanction of the Committee.
14. Any person wilfully damaging the property of the Club shall make good the same to the satisfaction of the Committee.
15. No person shall take from the Club premises, any periodical, or any other article of property without the permission of the Secretary.
16. Dogs may be allowed on Club premises providing strict control is exercised.

#### **Record of Amendments**

<b>Date</b>	<b>Description</b>	<b>Actioned By</b>	<b>Approved By</b>
<b>30-10-13</b>	<b>Changes to Bye-Laws Section 7 Gold Letter rules</b>	<b>R L Knowles Director</b>	<b>J V Lewis Hon Sec &amp; Director</b>
<b>8-1-17</b>	<b>Changes to Bye-Laws Section 7 Gold Letter rules</b>	<b>R L Knowles Director</b>	<b>M Moore Hon Sec &amp; Director</b>
<b>17-03-19</b>	<b>Incorporation of new Associate Membership category – Resolution passed at AGM 28<sup>th</sup> Feb 2019</b>	<b>R L Knowles Director</b>	<b>M Moore Hon Sec &amp; Director</b>
<b>04-02-22</b>	<b>Amendment of committee and new rule concerning gifts</b>	<b>P Eason</b>	<b>R Knowles Director</b>