

The Atherley Bowls and Social Club

CLUB RULES

1 The Club

- 1.1 The name of the Club is “The Atherley Bowls and Social Club” it is referred to within these Rules as the “Club”. The Club is owned and managed by the Atherley Bowls and Social Club Limited, referred to within these rules as “the Company”, a private company limited by guarantee and having no shareholders.

2 Objects of the Club

- 2.1 The objects of the Club are as set out in the Articles of Association of the Company, referred to in these rules as “The Articles”.

3 Affiliations

- 3.1 The Club shall be affiliated to the English Indoor Bowls Association, Bowls England and any other national or regional amateur bodies that the Club considers appropriate to carry out the objects of the Company.

4 Club Membership

- 4.1 Membership of the Club is open to anyone interested in the sports and activities listed in the Objects of the Company on application regardless of gender, age, disability, ethnicity, nationality, sexual orientation, religion, or other beliefs.
- 4.2 All categories of Membership may be limited by the Club on a non-discriminatory basis according to the capacity of available facilities, or in the case of social membership to ensure that the Club maintains the balance between members and social members as required by Sport England and CASC regulations.

Categories and Voting Rights of Membership

- 4.3 There shall be the following categories of membership for those people who except for Honorary and Life Members have paid the annual subscription as fixed from time to time by the Company. Members defined in the categories of paras 4.5 to 4.9 are admitted as Members of the Company with full voting rights as set out in the Articles of the Company. The voting rights apply to all meetings of the Company. If a member qualifies under more than one category of membership, they shall nevertheless be entitled to only one vote.

Members

- 4.5 BOWLING MEMBER: A person who plays flat green bowls either indoors or outdoors or both and who at the date of their election has attained the age of eighteen years.
- 4.6 SHORT MAT BOWLING MEMBER: A person who plays short mat bowls and who at the date of their election has attained the age of eighteen years.
- 4.7 SPORTS MEMBER: A person who plays any sport listed in the Objects of the Club other than lawn bowls or short mat bowls (e.g. snooker pool billiards table tennis darts etc) and who at the date of their election has attained the age of eighteen years.

- 4.8 HONORARY and LIFE MEMBER: A person elected by the Club to the status of Honorary or Life Membership.
- 4.9 STUDENT BOWLING MEMBER: A person who plays flat green bowls either indoors or outdoors or both who at the date of their election has attained the age of eighteen (18) years but is under the age of twenty-five (25) years and who is either a full-time student in further education or in a recognised apprenticeship scheme.
- 4.10 JUNIOR BOWLING MEMBER: A person who plays flat green bowls either indoors or outdoors or both or who plays short mat bowls who is under the age of eighteen (18) years at the time of their election. That person is not classed as a Member of the Company and has no voting rights.

Social Members

- 4.11 SOCIAL MEMBER: A person who attends the Club for social reasons and who does not participate in any of its sporting activities. That person is not classed as a Member of the Company and has no voting rights.

Additional Membership Categories

- 4.12 The Company may from time to time create any additional categories of membership it deems necessary and may determine what benefits or voting rights such membership may have. The exercise of any such powers by the Company shall be subject to ratification by the next Annual General Meeting of the Company.

Change of Membership Category

- 4.13 Members may at any time upon payment of the appropriate fee convert their membership to a different category on application to the Company which in its absolute discretion may determine whether to refund or waive payment in respect of such change.

Rights and privileges of members

- 4.14 The rights and privileges of each class of membership shall be as follows: -
- 4.15 BOWLING MEMBER: On payment of both the appropriate subscription and rink fees, if any, Bowling Members shall have the full use of all Club facilities, with the proviso that those paying indoor subscriptions and rink fees may only bowl on the indoor green and those paying outdoor bowling subscriptions may only bowl on the outdoor green(s). Bowling Members are affiliated by the Club as part of their subscription to the EIBA and or Bowls England as appropriate and any regional association approved by the Club.
- 4.16 SPORTS MEMBER: On payment of the appropriate subscription Sports Members shall have the full use of all Club facilities, with the exception that they may not play either indoor or outdoor lawn bowls. Sports Members may nominate one national governing body to which they will be affiliated as part of their Club subscription.
- 4.17 HONORARY LIFE MEMBER: On payment of the appropriate rink fees, if any, these members shall have the full use of all Club facilities. Active participating members in this category will be affiliated to their relevant national and regional sporting associations.
- 4.18 STUDENT BOWLING MEMBER: On payment of both the appropriate subscription and rink fees, if any, Student Bowling Members have the same rights and privileges as Bowling Members.
- 4.19 JUNIOR BOWLING MEMBER On payment of both the appropriate subscription and rink fees, if any, these members shall have the full use of all Club facilities subject only to legislation in respect of licensing laws restricting the sale of alcohol to minors.

- 4.20 SOCIAL MEMBERS On payment of the appropriate subscription these members shall have the full use of the Club-house facilities but will not be entitled to bowl on any of the greens or to participate in any of the other sports listed in the Objectives of the Club.
- 4.21 With the exception of Junior Bowling members and Social Members all other categories of membership as listed in paras 4.15 to 4.18 are admitted as Members of the Company.

Application for membership

- 4.22 An application for membership shall be in the form prescribed by the Company. All applications must be signed by the applicant in acknowledgement of their willingness to abide by these Rules and the Articles if admitted to the Club and must include their name, address and (as applicable) email and telephone contact details.

Election of Club Members

- 4.23 The Company shall consider all applications on a non-discriminatory basis. It may refuse applications only for good and sufficient cause such as conduct or character likely to bring the Club or its objects into disrepute. The Company may place a temporary suspension on new membership on a non-discriminatory basis for the reasons of limitations given in Clauses 4.2.
- 4.24 The Club shall inform each candidate in writing of their election or reasons for the refusal of their application for membership.
- 4.25 Whenever a waiting list for membership has been established applications from that list will be processed strictly on a first-come-first-served basis.
- 4.26 At an annual general meeting, the Board of the Company or a Member may nominate for election to Honorary Life Membership a member whom they deem to have given outstanding service to the Club. Upon election, a Life Member will continue to receive all the privileges of membership without payment of annual subscriptions. They will however be expected to pay rink fees and any other incidental payments arising from their participation in Club sports.
- 4.27 Honorary Life Membership shall be limited at any one time to not more than twelve (12) people.

5 Membership Subscriptions and Fees

General

- 5.1 In accordance with its status as a CASC, membership joining fees subscriptions and rink fees will always be kept at levels that will not pose a significant financial obstacle to people participating in the sporting objects of the Club. The limitations on subscriptions and other fees will be as prescribed in guidance published from time to time for CASCs by HM Revenue and Customs.

Joining and Fees and Annual Subscriptions and Fees

- 5.2 The Company may impose a joining fee on new memberships or may allow discounted first year membership as it deems appropriate from time to time.
- 5.3 The joining fees subscriptions and fees for each category of membership shall be as determined at a general meeting, normally the annual general meeting, of the Company. Any changes approved by the Members shall become operative on expiry of the current subscription date for each category of membership.
- 5.4 The Company may in its absolute discretion allow pro rata discounts to subscriptions and rink fees for those people who join part way through a subscription season.

- 5.5 All members shall pay the Joining Fee (if applicable) and their first annual subscription fee upon election to the Club. Thereafter subscriptions become due as follows:
- i. Outdoor bowling members 30th April in each year.
 - ii. All other members 30th September in each year.

Retirement of a member

- 5.6 A member who retires from the Club shall not be entitled to have any part of the annual membership fee or any other fees refunded.

Arrears of Subscription

- 5.7 The Company may cancel, without notice being given, the membership of any member whose annual subscription and/or other annual fees are more than fourteen (14) days in arrears, provided that the Company may, at its absolute discretion, re-instate such member upon payment of arrears.

6 Conduct of Members

- 6.1 Every member including social member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Rules and any Byelaws or Regulations imposed by the Company from time to time.
- 6.2 Every member shall provide the Club with up-to-date contact details that will be recorded on the Company's membership database. Any notices sent to such address/es either by post or electronically by email shall be deemed to have been duly delivered.
- 6.3 The Company policy in respect of data protection is attached to these Rules as **Appendix 1**. Membership of the Club will be deemed to constitute consent to the holding of relevant personal data in accordance with this policy.

7 Club Management

General Management

- 7.1 The day-to-day management of the Club is conducted by the Board of Directors of the Company.
- 7.2 The Board comprises of Members elected as directors in accordance with the Company Articles.

President

- 7.5 The Club shall appoint a President of the Club who as the figure head for the Club shall be responsible for arranging the representation of the Club when interacting with other clubs and bowling organisations. This includes the traditional duties associated with the Club, such as opening the greens, welcoming visiting teams, and organisations.

Bowls Committee

- 7.18 Lawn bowling at the Club shall be organised and controlled by a Bowls Committee comprising bowling members who have attained the age of eighteen year elected annually at an annual general meeting or as necessary at intervening periods at a special general meeting.
- 7.19 The Bowls Committee is a permanent elected committee of the Club. The titles and duties of members elected to serve on the Bowls Committee which in any event shall comprise of not fewer than five (5) members shall be determined by that Committee and may be varied from time to time to meet the current and future needs of the Club.

7.20 Any member, duly elected to do so may serve as a Director of the Company and as a member of the Bowls Committee.

8 Disciplinary Action Against Members

- 8.1 Any Director of the Company may on non-discriminatory grounds immediately reprimand or suspend any member on Club premises whose conduct they deem is damaging to the orderly conduct and interests of the Club or likely to bring the Club and or its sporting objects into disrepute.
- 8.2 The matter will then be referred as soon as reasonably practicable to the Board of the Company which shall then resolve what further disciplinary action, if any, to take. Such decisions which may include expulsion from the Club, shall be notified in writing to the member concerned, who shall at the same time be informed of their right of appeal in accordance with Clauses 8.4-8.6.
- 8.3 Should any member be suspended or expelled from membership; they shall not be entitled to have any part of their annual subscription or rink fee refunded. Anyone who upon appeal is finally expelled from membership must return any property they hold belonging to the Club and shall arrange for the collection of any personal belongings from the Club. Anything not collected within one (1) month from the date of the expulsion may be disposed of by the Company as it thinks fit.

Appeals Procedures

- 8.4 Any member subject to disciplinary action may elect by writing within seven (7) days of being notified of that action to the Company Secretary choosing either:
- i. to have an appeal dealt with internally by the Club in accordance with para 8.5, or in the case of members engaged in one of the sporting objects of the Club and being subject to disciplinary action relating directly to their participation in sport whilst on Club premises or whilst representing the Club in sporting competition elsewhere
 - ii. to have an appeal conducted in accordance with the current disciplinary regulations of a relevant national body (for example the EIBA or Bowls England) to which the Club is affiliated and to whom the Club has paid a playing membership levy on the appellant's behalf.
- 8.5 If a member elects to have their appeal conducted internally, the Company shall within fourteen (14) days of receipt of the notification appoint an independent review panel of not fewer than three Club members, one of whom will normally be either the Club President or the Company Chairperson. None of the review panel shall have had any previous involvement or material knowledge of the conduct under review. To comply with the rules of natural justice the appellant shall be entitled to make personal or written representations to the review panel and to be accompanied to any meeting, to be organised as soon as possible at a mutually agreed time with the review panel by a friend or representative. In all other respects the procedures for review shall be at the discretion of the review panel whose decision shall be given in writing.
- 8.6 A member who remains aggrieved at the review panel's findings made in accordance with Clause 8.5 may then and only then require the Board to call a Special General Meeting of the Company in accordance with the Articles to enable the Company Members to decide the matter. Any voting on resolutions at the meeting shall be decided by ordinary majority of those members attending the meeting and entitled to vote. The decision(s) of that Special General Meeting shall be final and binding on all parties.

9 Visitors to the Club

- 9.1 Other than members and their guests, persons in the following categories may be admitted to the registered premises of the Club and supplied with alcohol by or on behalf of the Club for consumption only on the premises:
- 9.2 Full members of another club currently affiliated to the EIBA or to Bowls England or to any other national sporting body to which the Club is affiliated, with their guests, for the purpose of representing or supporting their club in sporting competition against the Atherley Club.
- 9.3 Persons attending a social gathering meeting, luncheon or similar event in a room hired for the occasion from the Club. Such functions shall be conditional on the sale and supply of alcohol being incidental to the purpose of the event.

Atherley Bowling Club Members' Privacy Policy

- 1 This Privacy Policy explains the principles governing the Atherley Bowls and Social Club's use of its members' personal data as it deems necessary to comply with its obligations under current data protection legislation. Throughout this document the Atherley Bowls and Social Club is referred to as the "Club", "we" and "us". The terms "member", "you", "your", and "they" refer to all categories of membership of the Club.
- 2 In the context of legislation, the Club categorises its use of such data as a "legitimate interest".
- 3 We will ONLY ever use the personal data provided by our members for the purpose of the orderly management of Club affairs including (but not limited to) arranging games of bowls snooker pool darts and other Club social activities, and to collect and manage members' subscription fees and other payments owing to the Club. We will NOT sell personal data to any third party or use it for general marketing.
- 4 To fulfil these objectives, your contact information (title, gender, name, phone number, email) is made available to:
 - other Atherley Club members, usually through restricted access to the members area of our web site, or on Club internal notice boards and, where applicable,
 - official bowls other sporting organisations to which the Club is affiliated. Additionally, the age and date of birth from competitors' application forms is passed to regional and national organisations for those members applying to participate in age restricted local regional and national competitions.
- 5 We may also ask members for relevant health information, which is classed as special category personal data, for the purposes of your health, wellbeing, welfare, and safeguarding. Where we hold this data, it will be with the explicit consent of the participant or, if applicable, the participant's parent or guardian.
- 6 Postal addresses are used by the Club's management for correspondence purposes and will be shared only with members on appropriate and limited request. We will NOT share any personal information with anyone else except in circumstances where it may be required by law or be necessary for the prevention or detection of crime.
- 7 Historic competition information is maintained for the purpose of arranging and validating eligibility for future competitions. Historic subscription and other payment information is maintained to record and update each member's financial transactions to the Club.
- 8 Anonymised data concerning the membership profiles of the Club may be shared with governing bodies of the sports defined in the objectives of the Club's Articles of Association (e.g. EIBA, and Bowls England) as well as with either other organisations that have legitimate dealings with the Club, or with a funding partner as condition of grant funding.
- 9 All such information is held on the database of our computerised membership management software (currently a proprietary system known as Bowlr) and as necessary on paper records. The

Bowlr system is warranted by its supplier as fully compliant with current data protection legislation. Records are kept for a maximum period of seven years and are then destroyed or erased from our computer files. Access to computer files is password-protected, paper files are kept securely when not in use.

- 11 Lists of the names of members may be displayed from time to time on Club notice boards for bowling and social purposes. Competition entrants' names appear on the competition schedules on our web site notice boards and honours boards within the Club.
- 12 We use door entry records and 24-hour CCTV monitoring for the security of members and their belongings, and to protect the assets and premises of the Club. Recorded images are kept for a period of 28 days and are then deleted unless they are relevant to Police inquiries or to Club disciplinary investigations.
- 13 The Club routinely seeks to keep personal information accurate and up to date. The obligation rests however with individual members to inform the Club of any changes to their personal details (name, address, phone number, etc.), and any other change of membership category, or their resignation. At all reasonable times members have the right to request a copy of the records the Club hold about them. Members should request this information in writing, by post or email to any Club director.
- 14 Members have a right to object to the processing of their personal data as explained in this notice and may choose not to share their personal data with us. However, in doing so they must accept that the Club may not be able to register or administer their membership and they must accept that any limitations they impose on us may restrict their ability to participate in Club activities or to receive official notifications from the Club. The Club will not be responsible for any outcomes because of a member's decision in this respect.
- 15 If you have any cause for complaint about the Club's use of your personal data you should contact the Club to seek a resolution. Members are encouraged to notify the Club's Management of ways they consider would improve the secure handling and processing of Club data. Every member has, in any event, a right to complain to the UK Information Commissioner's Office about the Club's conduct in respect of the way it handles the personal data they have provided.
- 16 The Club may amend this Members' Privacy Policy from time to time in order to comply with changes to legislation. We will not make material change to any fundamental aspects of the Club's policy as explained in this notice without giving you at least six (6) weeks' notice of our intentions to do so.
- 17 These privacy policies apply only to members' dealings and participation in activities organised by and conducted exclusively within the Atherley Bowls and Social Club premises.
- 18 In cases where members agree to represent the Club in external competitions and tournaments, they must familiarise themselves with, and as necessary accept the privacy policies of the organisers of those events. If members enter external competitions tournaments and suchlike as individual competitors, they do so on the understanding that they are solely responsible for arranging whatever consents are needed in respect of the privacy policies that apply to their participation. Furthermore, they agree that the Club cannot accept any responsibility or liability for any data breaches outside of the Club's control that may arise from such participation.
- 19 The Club has various social media pages which all members are free to join, but in doing so should note that providers of social media platforms have their own privacy policies, for which the Club

cannot accept any responsibility or liability. Please check these policies before you submit any personal data on the Club's social media pages.

Atherley Bowling Club Management Committee. March 2023