



# **CATERHAM BOWLING CLUB**

## **CONSTITUTION**

**30<sup>th</sup> November 2024**

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**For Club Rules and Bye-Laws, see separate document**

## **Section 1: Name and Objectives**

- 1.1 The name of the Club shall be 'Caterham Bowling Club' (hereinafter referred to within this constitution as the 'Club').
- 1.2 The Club shall be affiliated to Bowls England and Bowls Surrey.
- 1.3 The objectives of the Club are to provide facilities for, and to promote participation in, the amateur sport of outdoor flat green bowls in Tandridge.
- 1.4 The Club shall adopt and conform to Bowls England Rules & Regulations and the current Laws of the Sport of Bowls.
- 1.5 The Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules. No surpluses or assets will be distributed to members or third parties and all surplus income or profits will be re-invested in the Club.
- 1.6 The members acknowledge this document constitutes a binding contract to regulate the relationship of the members with each other and the Club.
- 1.7 The club shall be registered as a Community Amateur Sports Club.

## **Section 2: Officers of the Club**

- 2.1 The Officers of the Club shall be Full or Honorary members of the Club and shall consist of,
  - PRESIDENT,
  - SECRETARY,
  - TREASURER,
  - DEVELOPMENT OFFICER,
  - MEN'S CAPTAIN,
  - WOMEN'S CAPTAIN,
  - COMMITTEE MEMBER 1 (without specific portfolio),
  - COMMITTEE MEMBER 2 (without specific portfolio).

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

All Officers of the Club shall be eligible for re-election to the same office or another office at the end of their current period of election.

- 2.2 If in the event that an officer of the club retires from their position before the Annual General Meeting, the remaining officers shall have the right to co-opt a full member of the club to that position until the next AGM or SGM.

## **Section 3: Membership**

### 3.1 Categories and votes of membership

3.1.1 The club may have different classes of membership and subscription on a non-discriminatory and fair basis.

There shall be the following categories of membership with power to vote at all relevant meetings of the Club as indicated hereunder.

- (a) A **FULL MEMBER** – being a person who, at the date of election, shall have attained the age of eighteen years shall have one vote. Full membership entitles the member to use all the facilities of the club.
- (b) A **JUNIOR MEMBER** – being a person who, at the date of election, is under the age of eighteen shall have no vote. Such a member shall be one who at the commencement of the subscription year joins the Club other than a full member.
- (c) AN **HONORARY MEMBER** – who shall have one vote, is considered the highest mark of esteem that the Club can bestow and shall only be given to anyone who has rendered special and distinguished service to the Club. Any person, whether or not he or she has been a full member, whom it is desired to honour, will be elected an Honorary member for life. An Honorary member may attend all meetings of the Club and enjoy all privileges of full membership.
- (d) A **SOCIAL MEMBER** – is entitled to use the facilities of the club when the club is open, EXCEPT that he or she shall NOT be entitled to,
  - vote at any meeting,
  - propose or second any resolution
  - hold any office or be a member of any committee,
  - use the bowling green,
  - have access to the membership area of the club website,
  - have any say or participate in the day to day running of the club.

3.1.2 No potential member may use the Club premises, or any of the facilities of the Club, until forty-eight hours have elapsed from the date of posting of notice of election and have been interviewed by at least two Committee members and offered membership of the club.

### 3.2 Rights and privileges of members

3.2.1 The rights and privileges of each category of membership shall be as follows:-

- (a) A **FULL MEMBER** shall have the full use of all Club facilities and shall be affiliated to Bowls Surrey and Bowls England regardless whether they are a bowler or not.
- (b) A **JUNIOR MEMBER** shall have the full use of all Club facilities subject only to 8.4 of this Constitution and shall be affiliated to Bowls Surrey and Bowls England regardless whether they are a bowler or not.
- (c) AN **HONORARY MEMBER** shall have the full use of all the Club facilities and shall be affiliated to Bowls Surrey and Bowls England only if they bowled at CBC during the previous season. Should an Honorary member wish to bowl, the club will provide affiliation upon request.
- (d) A **SOCIAL MEMBER** shall have the full use of the Club-house facilities when the club is open only and will not be affiliated to Bowls England and Bowls Surrey.

3.2.2 Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises until they have become a member.

### 3.3 Membership Joining Fee & Subscription Fee

3.3.1 The rate of Joining Fee and Subscription Fee for each category of membership shall be proposed by the Committee to the members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative from 1st April the following year. The current rate of Joining Fee and Subscription Fee shall be prominently displayed in the Club premises.

(a) Membership of the Club shall be open to anyone interested in the sport of outdoor flat green bowls on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, in accord with the Equality, Diversity and Inclusion Policies of Bowls England referred to in Section 8.2 of this Constitution. Membership may however be limited according to available facilities on a non-discriminatory basis.

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

(c) The Officers of the club may refuse membership or remove it, for good cause such as;

a) conduct likely to bring the Club or sport into disrepute.

b) having been a member, leaving the club by simply not paying the annual membership subscription

c) leaving the club but failing to advise the committee in writing that they are leaving.

Appeal against refusal or removal may be made to the members and will require 2/3 majority in favour of being accepted as a member, by vote at a Special General meeting.

If consideration of removal of membership is a result of a disciplinary issue, the procedure to be adopted shall be that as set out at point 3.6.2 of this Constitution.

3.3.2 All members shall pay the Joining Fee (if applicable) and their first annual subscription fee upon election to the Club and thereafter by 1st April the following year and must complete a membership renewal form annually.

3.3.3 Membership fees shall be paid on a pro-rata basis after 1st June as follows:

From 1 June 80% of the annual subscription

From 1 July 70% of the annual subscription

From 1 August 60% of the annual subscription

From 1 September 20% of the annual subscription

### 3.4 Members' duty to provide Contact Details

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

### 3.5 Election and retirement of members

#### 3.5.1 Application for membership

(a) An application for membership shall be in the form prescribed by the Committee and shall include the name, address and contact details of the candidate.

### 3.5.2 Election of Members

- (a) Upon receipt of an application for membership, there shall be an interval of at least 2 days before the meeting of the Committee at which such application for membership shall be considered. The election of all classes of members is vested in the Committee and shall be a simple majority vote of those of the Committee. The Committee may refuse applications only for good cause such as conduct likely to bring the Club into disrepute. The Secretary shall inform each candidate in writing of the candidate's election or non-election. The Secretary shall furnish an elected candidate with a copy of the Rules and Bye-laws of the Club and make request for such payments as are necessary.

### 3.5.3 Payment of Fees upon Election

- (a) Upon election, a candidate shall pay, within one calendar month, fees as shall be requested and complete a membership application form. In default of such payment, the election shall be void unless sufficient cause for delay be shown.

### 3.5.4 Retirement of a member

- (a) A member wishing to resign their membership shall give notice in writing to the Secretary before 1st April and shall not then be liable to pay the subscription for the following year.
- (b) A member who retires in accordance with this Rule shall not be entitled to have any part of the annual membership fee or any other fees refunded.
- (c) The committee may at its own discretion refund part or full membership fees in the case of hardship, illness and injury or put these fees towards the individual's next season's subscription.

### 3.5.5 Arrears of Subscription

- (a) The Committee may cancel, without notice being given, the membership of any member whose annual subscription and other annual fees are more than one month in arrears provided that the Committee may, at its absolute discretion, re-instate such member upon payment of arrears. No member whose annual payment is in arrears may use the Club premises or vote at any meeting.

### 3.6 Conduct of Members

#### 3.6.1 Under-taking by members to comply with rules

- (a) Every member, upon election and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Bye-laws and Regulations of the Club.

#### 3.6.2 Disciplinary action against members

- (a) All disciplinary matters will be dealt with in accordance with Bowls England Regulation 9 (Misconduct). The disciplinary procedure outlined in BE Regulation 9 can be found on the website.
- (b) Should any member be expelled, the former member shall not be entitled to have any part of the annual membership fee refunded and must return any property belonging to the Club.

#### 3.6.3 Complaints

- (a) Complaints of any nature shall be addressed in writing to the Secretary.

#### 3.6.4 Members of other Bowls England Affiliated Clubs

- (a) A member of any Club affiliated to Bowls England (a list whereof is published by Bowls England annually) may be authorised to use the premises of the Club.

### 3.7 Limitation of Club liability

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

3.7.2 Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:

*“Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:*

*(a) The Club will not accept any liability for any damage too or loss of property belonging to members.*

*(b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.”*

3.7.3 Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Act.

3.7.4 As an affiliated member of Bowls England, the Club and its members will, as a qualification of membership, adopt and follow BE’s regulation 2.5.2, quoted below;

### ***“Responsibility of Membership***

*a) All policies and guidelines approved by Bowls England. Including but not limited to; safeguarding policies, inclusion policies and anti-doping policies.*

*b) All procedures set out in Bowls England Regulation 9, 9A and 9B when dealing with any disciplinary/misconduct issues.*

*c) All members shall be deemed to have made themselves familiar with, and agreed to be bound by the UK Anti-Doping Rules and to submit to the authority of UK Anti-Doping in the application and enforcement of the Anti-Doping Rules. The UK Anti-Doping Rules apply to all members participating in the sport of Lawn Bowls for a minimum of 12 months from the commencement of membership, in accordance with Bowls England’s Rules & Regulations whether or not the member is a citizen of, or resident in, the UK.*

*d) All sanctions, recommendations and/or decisions from the Case Management Panel or National Disciplinary Panel.*

*e) These requirements shall be included in all Club and County Constitutions.”*

## **Section 4: Management Committee**

### **4.1 Composition of Committee**

- 4.1.1 The Committee shall consist of the Officers (who have attained the age of eighteen years) elected at the Annual General Meeting or Special General Meeting to hold office for the term of their elected period.
- 4.1.2 Candidates for election to the Committee shall be those members of the retiring Committee eligible to offer themselves for re-election and such other full members whose nominations (duly proposed and seconded in writing by Full members of the Club) with their consent shall have been received by the Secretary at least fourteen days before the date of the Annual General Meeting or Special General meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be posted to the Club premises at least fourteen days prior to the date of the Annual General Meeting or Special General Meeting.
- 4.1.3 If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot of those members present and entitled to vote at the Annual General Meeting or Special General Meeting.
- 4.1.4 If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if majority of those present at the Annual General Meeting or Special General Meeting, and entitled to vote, vote in favour of such election.
- 4.1.5 In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot or previously nominated person.
- 4.1.6 If, for any reason, a casual vacancy shall occur, the Committee may co-opt another person to fill such a vacancy until the next following Annual General Meeting or Special General Meeting. Co-opted Members will be entitled to vote.

### **4.2 Committee Meetings**



- 4.2.1 The Committee shall endeavour to meet no less than 11 times per annum, making such arrangements as to the conduct, place of assembly and holding such meetings as it may wish.
  - 4.2.2 Voting shall be by show of hands. In the case of equality of votes the Chairman (or other nominated person) shall be entitled to a second and casting vote.
  - 4.2.3 4 members personally present shall form a quorum at a meeting of the Committee.
  - 4.2.4 In the absence of the President the Committee shall appoint one of their members to act as Chairperson for the meeting”.
  - 4.2.5 Any conflict of interest must be declared to the Chairman (or other nominated person) prior to the start of the meeting. The Chairman (or other nominated person) will determine if the person may remain in the meeting and/or vote when the item is discussed.
  - 4.2.6 An Officer of the club may hold more than one position on the committee but may have only one vote, unless they are the Chairman who in addition, may have a casting vote.
- 4.3 Powers of the Committee
- 4.3.1 The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the objects of the Club.
  - 4.3.2 “The Committee shall have the power to make or amend bye-laws/rules/guidelines as it considers appropriate for the good management of the Club and its facilities, providing such bye-laws/rules/guidelines are not inconsistent with this Constitution. Also provided that no such change(s) shall jeopardise the Club’s status as a  
  
Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its objectives or winding-up provisions. Any such changes the  
  
Committee may make must be agreed by a majority vote of a quorum of Officers’ present at a formally convened Committee Meeting.”
- 4.4 Appointment of Sub-Committees
- 4.4.1 The Committee may appoint such sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. This may be short or long term at the discretion of the committee.
- 4.5 Disclosure of Interest to Third Parties
- 4.5.1 A member of the Committee, of a sub-committee or any member of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.
- 4.6 Limitation of Committee's authority

4.6.1 The Committee, or any person or sub-committee delegated by the Committee to act as agent for the Club or its members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Committee. No one shall, without the express authority of the Committee, borrow money or incur debts on behalf of the Club or its membership.

#### 4.7 Members' indemnification of Committee

4.7.1 In pursuance of the authority vested in the Committee by members of the Club, members of the Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.

(a) Indemnity Clause

*"Each member of the Club shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of all funds available to the Club which may lawfully be so applied against all costs, expenses and liabilities whatsoever [reasonably] incurred by such person in the proper execution and discharge of duties undertaken on behalf of the Club arising there from, or incurred in good faith in the purported discharge of such duties."*

(b) [RIDER 1]

*"Save in any such case where any such costs, expenses and liabilities arise in connection with any negligence, default, breach of duty or breach of trust."*

(c) [RIDER 2]

*"Provided that any such member so indemnified has been properly authorised in relation to the duties undertaken on behalf of the Club by the General Committee."*

4.7.2 The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.

#### 4.8 Contractual Liability

4.8.1 The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.

*"The liability of the [Committee/Trustees] for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club from time to time."*

#### 4.9 Nomination of Honorary Members by Committee

4.9.1 The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit.

4.9.2 The election of an Honorary Member shall be placed before the Annual General Meeting each year and such Honorary Members shall be duly elected if two thirds of those present, and entitled to vote, vote in favour of election.

#### 4.10 Finance

- 4.10.1 The financial year of the Club shall be from 1<sup>st</sup> October to 30<sup>th</sup> September.
- 4.10.2 Annual membership subscriptions shall be due by 1<sup>st</sup> April each year and be deemed to expire on the following 31<sup>st</sup> March the following year.
- 4.10.3 The Honorary Treasurer shall submit to the Annual General Meeting a financial statement for the year just ended. Such statement shall have been examined by the Club's Accounts Examiner.
- 4.10.4 The funds of the Club shall be operated through an account at a UK bank. The signatories shall be appointed by the Club.

### **Section 5: Trustees**

- 5.1 There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full or Honorary Members who are willing to be so appointed.
- 5.2 A Trustee shall hold office for a maximum term of 21 years, or until they resign by notice in writing given to the Committee or until a resolution removing them from office be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.
- 5.3 All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and they shall by Deed duly appoint the person or persons so nominated by the Committee.
- 5.4 The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- 5.5 The Trustees shall be effectually indemnified by the members of the Club out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

## **Section 6: Annual and Special General Meetings**

- 6.1 An Annual General Meeting of the Club shall be held each year in the month of October or November on a date to be fixed by the Committee. The Secretary shall give at least **28** days notice before the date of such meeting. At least **14** days before the date set for the AGM, the Secretary shall circulate to each member notice hereof and of the business to be brought forward thereat. This may be either by post or electronically.
- 6.2 No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Honorary Auditors, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting, unless notice thereof be given in writing by a member entitled to vote, to the Secretary at least **14** days before the date of the Annual General Meeting.
- 6.3 The Committee may at any time, upon giving 14 days notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 6.4 The Committee shall call a Special General Meeting upon a written request addressed to the Secretary signed by at least 10 members. The Committee shall meet within 14 days of the request in order to call a SGM. The Committee shall give 14 days notice in writing of any such Special General Meeting. The reason or purpose of such a meeting must be clearly stated. The discussion at such meeting shall be confined to the business stated in the notice sent to members.
- 6.5 At every meeting of the Club the President will preside, or in their absence, a Chair elected by a majority of those present shall preside.
- 6.6 25% or more of members entitled to vote at the relevant meeting and personally present shall form a quorum at any General Meeting of the Club.
- 6.7 Only Full Members or Honorary Members may attend any General Meeting of the Club.
- 6.8 Voting, except upon the election of members of the Committee, shall be by show of hands.
- 6.9 In the case of an equality of votes the Chairman (or other nominated person) shall have a second or casting vote, on any matter. For any Rule, Regulation of the Club refer to 6.10
- 6.9.1 “No alterations or addition may be made to this Constitution except by a Notice of Motion, at an Annual General Meeting or at a Special Meeting”.
- 6.10 On any resolution properly put by members to a General Meeting of the Club relating to the creation, repeal or amendment of any Rule, Regulation of the Club, such Rule, Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote. [Provided that no such change shall jeopardise the Club’s status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its objects or winding-up provisions]. The above requirements of any such resolution put to and voted upon at a General Meeting should not be interpreted as conflicting with the “Powers of the Committee”(section 4.3) but shall provide for proposals from any full or honorary members to be properly considered.

### **6.11 Exceptional circumstances**

Should exceptional circumstances arise, which in the opinion of the Committee, prevent an Annual or Special General Meeting being held, the Committee shall determine what alternative arrangements should be made as it deems necessary. Any decisions made in accordance with these arrangements shall be effective immediately. They will continue to apply until any subsequent General Meeting. If any other matters arise as a result of exceptional circumstances which are not provided for in this Constitution, the Committee shall deal with such matters as it deems necessary.”

## **Section 7: Dissolution of the Club**

- 7.1 If, at any General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, the Secretary shall immediately convene a Special General Meeting to be held not less than one month thereafter to discuss and vote on the resolution.
- 7.2 If, at that Special General Meeting, the resolution is carried by at least two-thirds of the Members present, the Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the Club and discharge all debts and liabilities of the Club.
- 7.3 If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club.
- 7.4 Upon dissolution of the Club the Committee shall give or transfer the net assets remaining to one or more of the following:
  - (a) to another Club with similar sports purposes which is a charity and/or
  - (b) to another Club with similar sports purposes which is a registered CASC and/or
  - (c) to Bowls England for use by them in related community sports.

## **Section 8: Miscellaneous**

- 8.1 **Opening of Club Premises**  
The Club premises shall be open to members at such times as the Committee shall direct and those times will be posted on the club notice board.
- 8.2 **Safeguarding**  
The Club shall adopt and follow the Safeguarding Policy and guidelines as approved by Bowls England and will ensure that all the contents are communicated to members and clearly displayed within the club premises for Members and Visitors.
- 8.3 **Equalities**  
The Club shall adopt and follow the Equality, Diversity and Inclusion Policies of Bowls England. (<https://www.bowlsengland.com/diversity-inclusion>)
- 8.4 **Licensing**  
The club shall adhere to the requirements of the Licensing Act (or any subsequent Act) with regard to the purchase and supply of excisable goods.

## **Section 9: Role of the Officers of the Club**

**President**

- To chair all relevant meetings of the club;
- To have the casting vote at all relevant meetings of the Club in the event of equality;

**Secretary**

- To keep ensure possession of an up-to-date register of all Club members' contact details;
- To conduct the correspondence of the Club;
- To ensure the management of all Club documents;
- To keep full minutes of all meetings of the Club, the Committee and Sub-Committees;
- To ensure the management of such contracts and insurance policy or policies as may be needed to fully protect the interests of the Club, its Officers and its members;

**Treasurer**

- To collect all relevant fees from Club members;
- To make all relevant payments on behalf of the Club;
- To prepare Annual Balance Sheet for examination;
- To present Accounts for approval at the Annual General Meeting;
- To deal with all matters relating to the Club's CASC status (if relevant).
- To keep custody of all financial documents.

**Captain/s**

- To select relevant representative teams;
- To attend relevant matches or appoint a captain for the day if unable to attend;

**Development Officer**

- To recruit and retain members to the Club;
- To act as a point of contact for Junior Bowlers;

**Committee Member** (without specific portfolio)

- to participate fully in Committee Meeting discussions and decision making,
- to assist with liaison with the general membership and further facilitate two way communication (of thoughts and ideas).

## Section 10: Licensing Act

Where a club sells intoxicating liquor, the Club Rules must satisfy the requirements of the Licensing Act as highlighted below.

**Purchase and supply of excisable goods**

1. The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee, or of a special sub-committee appointed by the Committee.
2. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of eighteen who are entitled to the use of the Club premises in pursuance of the Rules, Bye-laws and Regulations for the time being in force. No Junior Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Club premises nor may a Junior Member under the legal age purchase or attempt to purchase tobacco or cigarettes within the Club premises.
3. The Committee shall cause the Club bar to be opened (subject to terms of the Club premises certificate) at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the

premises of the Club in pursuance of these Rules (except Junior Members as aforesaid)  
PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.

4. No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the supply of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.
5. Proper accounts of all purchases and receipts from excisable goods shall be kept and presented at the Annual General Meeting in each year and such information as the Secretary or Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

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**The Club's RULES and BYE-LAWS are now separated from the Club's Constitution.**

**Please refer to the document entitled "Caterham Bowling Club – Rules and Bye-Laws",**