



**YORK RAILWAY BOWLS
&
SOCIAL CLUB**

**CLUB RULES
&
CONSTITUTION**

CLUB RULES

CHANGE AGREED AT AGM OCTOBER 2022

Club Rule 1(e)

This paragraph is changed to:

There are different levels of subscription for the following categories:

Standard

New Members (not played before)

Under age 25 at 1 April of relevant year

Life membership

Social

Honorary Life Membership

Introduction

The York Railway Bowls and Social Club (hereafter referred to as “The Club”) is a Charitable Incorporated Organisation (CIO) registered in England and Wales, Charity Number 1196809. Its objectives are:

- The promotion of community participation in healthy recreation for the benefit of the inhabitants of York and the surrounding area by the provision of facilities for the playing of the amateur sport of outdoor bowls, and
- To promote for the benefit of the inhabitants of York and the surrounding area, the provision of the facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their age, youth, disabilities, financial hardship or social and economic circumstances, or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.

The Club is based at Ashton Lane, Holgate, York, YO24 4HX. It holds a **27** year lease with the City of York Council. This lease was reassigned to the Club from the York RI CIO **on 1st April 2022** and reflects an earlier Community Asset Transfer Agreement. The Club is managed and mainly financed by its members.

These Club Rules should be read in conjunction with the Club Constitution (Appendix A). In the event of any ambiguity or conflict, the provisions of the Club Constitution will override these Rules.

The Club shall be made up of the following sections –

- Amateurs
- Corinthians
- Ladies
- Ashton Ladies
- Hull Road Park (HRP)
- Social
- York Speakers Club
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As sections, any rules or procedures they operate under must be compatible with the Club Constitution and the Club Rules, and be agreed by the Board of Trustees.

There is no requirement for Sections to have separate Constitutions. Any requirements by sections for committees or officers should follow and adapt as appropriate the approach set out for the Management Committee.

For playing purposes bowling activities are under the name York RI Bowls Club until further notice.

CLUB RULES

1. Membership

Membership of The Club is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his or her agreement to become a member and acceptance of the duty of members, i.e. to exercise his or her powers as a member of The Club in the way he or she decides in good faith would be most likely to further the purposes of The Club.

(a) Application for Membership

Any application for membership shall be made on the approved application form and shall be submitted to the relevant section or Management Committee (through the Bowling Manager), for consideration.

Should The Club have an agreed maximum number of members, further membership applications should be held 'pending' on a waiting list until a vacancy arises and the applicant must be notified of this. Vacancies should be filled from the waiting list in date order only.

Prior to acceptance, the Chair of The Board of Trustees should be made aware of any application.

Approved applications will be notified to the applicant within 21 days.

Rejection of an application for membership

The Club is committed to the principle of open membership and welcomes the involvement of everyone who wishes to take part in its activities.

Applications for individual membership will normally be made through a section within which a member wishes to participate. The individual will become a full member of The Club when their details have been added to its official register of members.

The Board of Trustees is the only body able to refuse a membership application, if they believe it is in the best interests of The Club to do so. Membership applications cannot be rejected by clubs or sections.

The procedure below relates to situations where an applicant is considered unsuitable for membership. Such situations are expected to be extremely rare.

If a section or the Management Committee receives an application for individual membership which they believe should not be accepted, or which they have concerns about, they must forward the application form and their reasoning to The Chair of the Board of Trustees without delay. The reasons must only relate to why it may not be in the best interests of The Club to accept the applicant.

The Chair of Trustees will then appoint a panel of at least three, one of which must be a Trustee (not connected with the section or applicant if possible), to review the matter. Other members of the panel need not be members of The Club. The Panel will consider the matter and decide whether to confirm a rejection. The applicant will be informed of the decision and the reasons for it, in writing within 21 days.

The applicant will be given the opportunity to appeal the decision. The applicant must notify their intention to appeal in writing within 21 days of being notified of the refusal. The appeal will be heard by the Trustees at their next meeting. The Board's decision will be final.

(b) Membership Types

- (i) Playing
- (ii) Volunteer – open to non-playing persons performing regular unpaid roles for The Club, e.g. Green Maintenance, Bar Duties
- (iii) Social – open to those wishing to use The Club facilities for purely social purposes
- (iv) Honorary Life - This will continue for those previously granted it under club names prior to April 2022. Such members shall be accorded the voting rights and all other privileges enjoyed by Members. Recommendations for future life membership will be considered on their merits by the Board of Trustees.
- (v) York Speakers Club

(c) Duty to Provide Contact Details

The information requested on The Club application/renewal forms complies with General Data Protection regulations. Club/Section officials need this information for the effective management of The Club/Section; communication with its members; and the provision of aggregate information to third parties (e.g. how many Club playing members are aged 65 or over). This information will be retained until a membership ends or the next renewal (whichever is soonest). Personal information will not be passed to any third party without the permission of the member.

(d) Voting Rights

Only those Playing, Volunteer, Honorary Life and York Speakers Club members aged 16 or above will have full voting rights. Social members will not have voting rights.

(e) Subscription

The annual subscription in the categories below shall be fixed by The Board of Trustees and shall become due on 1st April or as soon as a person has been accepted for Membership. The member will also pay an additional Section fee where applicable. If a member joins or leaves The Club after the first of April, the amount of any subscription fee to be paid or repaid will be determined by the Trustees.

Members whose annual subscription has not been paid by 30 April, shall forfeit all rights to the privileges of The Club, including selection for York league games, county and national joint club games and other member bowling activities. Members whose annual subscription remains unpaid by the 30 September shall, at the discretion of the Management Committee, forfeit the right to membership of The Club.

The subscription covers Club membership for the period 1 April to 31 March each year.

The York Speakers Club section will collect their subscriptions on a different cycle as agreed by the Treasurer.

There are different levels of subscription for the following categories:

Standard

New members (not played before)

Under age 25 at 1 April of relevant year

Life membership

Social

Honorary life membership

(f) Temporary Membership

Any person who uses the clubhouse 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.

(g) Limitation of liability of The Club to members

To the extent permitted by law, The Club will not accept any liability for any damage to or loss of property belonging to members or any person who uses the site 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 Personal injury arising out of the use of the club premises or 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, Management Committee, Trustees or servants of The Club.

2. Meetings

The Annual General Meeting of The Club will be held in October each year, to receive the Annual Report and Accounts, to elect the Management Committee of The Club and to deal with any other competent business. The Board of Trustees may call any other general meeting of members at any time.

At least 14 clear days of notice must be given of meetings called as above or called under Section 11(2)(b) of the Club Constitution.

3. Affiliations

The Club shall be affiliated to:

- Bowls England (BE)
- Yorkshire Bowling Association (YBA)
- The Association of Speakers Clubs

Bowling Sections of The Club may affiliate to leagues as appropriate.

4. Rules of Play

All games of bowls shall be played under the Laws of Bowls England.

5. Club Shirts

The Club colours are blue and white, and Club shirts will be worn for all friendly and competitive joint-club matches, and matches played in YBA and Bowls England competitions. These can be purchased from The Club.

6. Financial

Monies held by the Club and Sections

- Belong to The Club.
- Must be held securely and recorded by an elected Treasurer.
- Must be verified annually by an independent member.
- Can only be spent on The Club's charitable purposes.
- Should be made available to the Club Treasurer, as necessary by agreement, to assist in meeting day to day Club expenses and improvements to Club facilities.
- Unless agreed with the Club Treasurer, all monies should be held in a bank/building society account, with at least two signatories or authorised persons with access to the account.
- Sections are free to set a yearly subscription for membership of their section, if they so wish
- Transactions by the Club and Sections must be supported by adequate records.
- Every effort should be made to minimise cash transactions
- Any payments by cash should be made from a cash float and not from incoming cash.
- The Club and Sections are not allowed to borrow money; take out loans; apply for and receive grants; lease, hire, buy or sell/dispose of any equipment or other assets; or enter contracts without the permission of the Board of Trustees.
- Expenditure on items or services over **£100** needs to be approved by the Club Treasurer.
- There should be at least 3 quotes for expenditure involving suppliers and contractors, unless agreed otherwise with the Club Treasurer.
- The Board of Trustees reserve the right to amend or enhance these financial rules at any time

Fundraising Activities

The Club undertakes a number of fundraising activities in order to support the Club on a day-to-day basis and maintain and enhance its facilities. Club subscriptions on their own are insufficient to cover all expenses. Sections are encouraged to undertake and participate in fundraising activities for this purpose.

Affiliation/League Fees/Competition Fees

The Club will pay for the affiliation fees for Bowls England and the YBA, any joint club external competition entry fees, and any fees associated in playing such matches at neutral venues.

All other affiliation and competition fees must be paid for by sections and/or the individuals themselves, unless agreed otherwise by the Board of Trustees.

7. Guests/Visitors

The Visitors Book shall be held and maintained in the clubhouse entrance.

Members may sign in up to four adult Guests at any one time and are responsible for ensuring that the Guests sign the Visitors Book. This number may be increased in individual cases at the discretion of a Management Committee member. A 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 Club rules.

8. Code of Conduct / Discipline

For misconduct issues relating to bowls matters that fall under Bowls England Regulation 9, such matters will be dealt with in accordance with that regulation, including any subsequent appeals.

Issues of Misconduct for any other circumstance will be initially dealt with in line with Bowls England Regulation 9.2 and 9.3, but any subsequent appeal will be made to the Board of Trustees. Any decision by the Board in relation to any appeal will be final.

The Club Code of Conduct applies to behaviour on site, or elsewhere if such behaviour brings The Club into disrepute. (See Appendix B)

9. Licensed Bar

- The Bar Manager shall be responsible to the Management Committee for the control and supply of liquor on The Club premises.
- The Bar Manager will arrange the supply of intoxicating liquor by The Club to members and other persons entitled to admission under Club Rules. The Bar Sub-Committee shall also ensure due observance of the various Licensing Acts and any conditions attached to any licence held by or on behalf of The Club for the supply of intoxicating liquor. It will also be responsible for any Registration Certificate granted in respect of The Club premises.
- No intoxicating liquor shall be sold except during the hours specified in the Licensing Act in force for the time being, or which from time to time may be prescribed.
- No person under 18 years of age may purchase or consume any intoxicating liquor on The Club premises.
- Members may introduce guests to The Club and such guests may purchase and consume intoxicating liquor on The Club premises. Members will be responsible for the correct behaviour and conduct of their guests at all times.
- No member shall introduce to The Club premises more than four guests on any one occasion, unless the premises have been hired by the Member for a private party.
- In addition to members and their guests and supporters who may be supplied with intoxicating liquor, members of other Bowling Clubs who are visiting The Club for the purpose of playing a match or competition, shall be entitled to admission to The Club premises and to purchase intoxicating liquor for consumption on The Club premises. This entitlement, however, shall be subject to any restrictions which may from time to time be imposed by the Management Committee.
- No intoxicating liquor shall be supplied to members or to other persons on The Club

- premises other than by or on behalf of The Club.
- Only intoxicating liquor purchased from The Club bar may be consumed on the Club premises
- No person shall be paid at the expense of The Club any commission, percentage or similar payment on or with reference to the purchase of intoxicating liquor by or on behalf of The Club.

10. Smoking

The Club operates a strict NO SMOKING policy anywhere on site (including the use of e-cigarettes), with the exception of the South East corner of the Site - marked area only.

11. Electric Fence

Save for entering the Green via the South West corner, only authorised persons will erect or take down the fence. Under no circumstances will ANY person try to enter or leave the green by climbing over the fence. Access/egress from the green will only be permitted through gaps where the fence has been removed.

12. Rink Settings

The Premises Manager with the green maintenance sub-committee will decide on rink settings, although representations may be made for them to be changed by any member involved in a competition. Having heard any representations, their decision will be final.

No player may alter rink settings without the permission of a member of the green maintenance committee.

Also, for roll-up purposes, rinks should be used in the order dictated by the disc system in the equipment shed.

13. Indemnity.

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 any and all funds available to the Club, which may lawfully be so applied, against all costs, expenses and liabilities whatsoever incurred by such person in the proper execution and discharge of duties undertaken on behalf of the Club or arising there from or incurred in good faith in the purported discharge of such duties.

14. Dissolution

- (1) As provided by the Dissolution Regulations, The Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve The Club can only be made:
 - (a) at a general meeting of the members of The Club called in accordance with clause 11 (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 Club.
- (2) Subject to the payment of all The Club debts:
- (a) Any resolution for the winding up of The Club, or for the dissolution of The Club without winding up, may contain a provision directing how any remaining assets of The Club shall be applied.

If the resolution does not contain such a provision, the Board of Trustees must decide how any remaining assets of The Club shall be applied.

These provisions also apply to the dissolution of sections, by substituting section for club in 11(1) and 11(2) above, with the following addition. Any remaining section funds will remain with The Club.

APPENDIX A: THE CLUB CONSTITUTION

Date of constitution (last amended)
26 November 2021

1. Name

The name of the Charitable Incorporated Constitution (“the CIO”) is
York Railway Bowls & Social 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. Objects

The Objects of the CIO are:

The promotion of community participation in healthy recreation for the benefit of the inhabitants of York and the surrounding area by the provision of facilities for the playing of the amateur sport of outdoor bowls.

To promote for the benefit of the inhabitants of York and the surrounding area, the provision of the facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their age, youth, disabilities, financial hardship or social and economic circumstances, or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.

4. Powers

The CIO has the power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO’s powers include 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, consultants and professional or other advisers as are necessary for carrying out the work of the CIO and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;
- (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;
- (6) set aside funds for special purposes or as reserves against future expenditure;

- (7) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (8) accept (or disclaim) gifts of money and any other property;
- (9) raise funds by way of subscription, donation or otherwise;
- (10) trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- (11) incorporate subsidiary companies to carry on any trade;
- (12) become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- (13) co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- (14) insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- (15) provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Charity);
- (16) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (17) establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes; and
- (18) do all such other lawful things as may further the Charity's objects.

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. This does not prevent a member who is not also a charity trustee receiving:
 - (a) a benefit from the CIO as a beneficiary of the CIO;
 - (b) reasonable and proper remuneration for any goods or services supplied to 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 (Benefits and payments to charity trustees and connected persons).

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 Charity Commission (“the Commission”). 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 (Benefits and payments to charity trustees and connected persons).
- (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 absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

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

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

9. Membership of the CIO

- (1) Admission of new members

(a) Eligibility

Membership of the CIO is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.

A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

(b) Admission procedure

The charity trustees:

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

(2) Transfer of membership

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

(3) Duty of members

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

(4) Termination of membership

(a) Membership of the CIO comes to an end if:

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

(b) Before the charity trustees take any decision to remove someone from membership of the CIO they must:

- (i) inform the member of the reasons why it is proposed to remove him, her or it from membership;
- (ii) give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership;
- (iii) at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
- (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

(5) Membership fees

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

(6) Informal or associate (non-voting) membership

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

10. Members' decisions

(1) General provisions

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

(2) Taking ordinary decisions by vote

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

(3) Taking ordinary decisions by written resolution without a general meeting

- (a) Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
 - (i) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (ii) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's

agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

- (b) The resolution in writing may comprise several copies to which one or more members has signified their agreement.
 - (c) Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.
 - (d) Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for the decision by the members.
 - (e) The charity trustees must within 21 days of receiving such a request comply with it if:
 - (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
 - (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
 - (iii) Effect can lawfully be given to the proposal if it is so agreed.
 - (f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.
- (4) Decisions that must be taken in a particular way
- (a) Any decision to remove a trustee must be taken in accordance with clause 15(2).
 - (b) Any decision to amend this constitution must be taken in accordance with clause 28 (Amendment of constitution) of this constitution (Amendment of Constitution).
 - (c) Any decision to wind up or dissolve the CIO must be taken in accordance with clause 29 (Voluntary winding up or dissolution) of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings of members

(1) Types of general meeting

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

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

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

(2) Calling general meetings

- (a) The charity trustees:
 - (i) must call the annual general meeting of the members of the CIO in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and

- (ii) may call any other general meeting of the members at any time.
 - (b) The charity trustees must, within 21 days, call a general meeting of the members of the CIO if:
 - (i) they receive a request to do so from at least 10% of the members of the CIO; and
 - (ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.
 - (c) If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.
 - (d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
 - (e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
 - (f) Any general meeting called by the charity trustees at the request of members of the CIO must be held within 28 days from the date on which it is called.
 - (g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
 - (h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
 - (i) The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the charity trustees who were responsible for such failure.
- (3) Notice of general meetings
- (a) The charity trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days' notice of any general meeting to all of the members, and to any charity trustees of the CIO who is not a member.
 - (b) If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3)(a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
 - (c) The notice of any general meeting must:
 - (i) state the time and date of the meeting;
 - (ii) give the address at which the meeting is to take place;
 - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - (iv) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;

(v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause 22 (Use of electronic communications), details of where the information may be found on the CIO's website.

(d) 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.

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

(4) Chairing of general meetings

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

(5) Quorum at general meetings

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

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

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

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

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

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

(6) Voting at a general meeting

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

(b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may

be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.

- (c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- (d) A poll may be taken:
 - (i) at the meeting at which it was demanded; or
 - (ii) at some other time and place specified by the chair; or
 - (iii) through the use of postal or electronic communications.
- (e) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- (f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

(7) Representation of organisations and corporate members

An organisation or a corporate body that is a member of the CIO may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.

The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the CIO.

(8) Adjournment of meetings

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

(9) 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.

(10) 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 address to "The Scrutineers for York Ashton Lane Bowls and Social Club"; 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, of 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 Society.

12. 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 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 one may be appointed as a charity trustee:
 - If he or she is under the age of 16 years; or
 - If he or she would automatically cease to hold office under the provisions of clause 15(1)(f).
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- (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 trustee or trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

(3) Number of charity trustees

- (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 to appoint a new charity trustee.
- (b) The maximum number of charity trustees is 12. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

(4) First charity trustees

The first charity trustees of the CIO are as follows, and are appointed for the following terms:

Stephen Atkinson for 2 years
Malcolm Britton for 2 years
Stephen Dilks for 3 years
Andrew Humphreys for 3 years Michael
O'Donnell for 4 years

13. Appointment of charity trustees

- (1) Apart from the first charity trustees, every trustee must be appointed for a term of three years by a resolution passed by the members in a properly convened general meeting or by written resolution. Pursuant to clause 16 a charity trustee whose term of office has expired is eligible for reappointment upon the expiry of their term of office.
- (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.
- (3) The members may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause 12(3) on the number of charity trustees would not as a result be exceeded.

- (4) The charity trustees may at any time decide to appoint a new charity trustee to fill a vacancy, but that person's appointment must be approved by the members within 3 months of the date of their appointment in a properly convened general meeting or by written resolution.

14. Information for new charity trustees

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

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

15. 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) retires by virtue of his or her fixed term of office expiring and he or she is not reappointed;
 - (c) is appointed by the charity trustees pursuant to clause 13(4) and his or her appointment is not subsequently approved by the members;
 - (c) 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;
 - (d) dies;
 - (e) 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;
 - (f) is removed by the members of the CIO in accordance with sub-clause(2) of this clause; or
 - (g) 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) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- (3) A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

16. Reappointment of charity trustees

Any person who retires as a charity trustee by expiry of their fixed term of office or by giving notice to the CIO is eligible for reappointment.

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

18. Delegation by charity trustees

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

19. Meetings and proceedings 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 present when any decision is made about a matter upon which he or she is not entitled to vote.

- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
 - (c) In the case of any equality of votes, the chair 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.

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 and conflicts of loyalty).

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) it must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

22. Use of electronic communications

- (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.
- (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 11(3) (Notice of general meetings);
 - (ii) give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and
 - (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 10 (Members' decisions), 10(3) (Decisions taken by resolution in writing), or the provisions for postal voting 11 (10).
 - (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.

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, registers 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 accounts, and to the preparation of annual reports and returns. The statements of accounts, 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 votes cast at general meeting of the members of the CIO.
- (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 any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

- (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 11 (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 sub-clause (a), (b), or (c) above, or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate which -
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together , have a substantial interest.

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

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

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

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

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

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

APPENDIX B: CODE OF CONDUCT FOR ALL MEMBERS

York Railway Bowls and Social Club is fully committed to safeguarding and promoting the well-being of all its members, ensuring a positive and enjoyable experience for all. The Club believes that it is important that members, coaches, administrators and parents (of Junior members) associated with the Club should, at all times, show respect and understanding for the safety and welfare of others. Therefore, members are encouraged to be open at all times and to share any concerns or complaints that they may have about any aspect of the Club with the Safeguarding Officer or Chair of the Management Committee. As a member of the Club, you are expected to abide by the following Code of Conduct:

	All members must respect the rights, dignity and worth of all participants regardless of age, gender, ability, race, cultural background, religious beliefs or sexual identity.
	Use correct and proper language at all times.
	Members are only allowed to smoke in the area provided, not on or near the green or in club buildings.
	Bullying of any sort will not be tolerated.
	Encourage everyone to enjoy sport and understand that people have different motivations for taking part
	All members must take responsibility in ensuring they are up to date with the Club rules, understand and adhere to them.
	Members should recognise the valuable contribution made by coaches and officials (who are usually volunteers). They give their time and resources to provide support for you.
	All members must respect officials and publicly accept their decisions on Club matters
	All members should be a positive role model. Treat other players and officials with the same level of respect you would expect to be shown to you.
	Members should keep to agreed timings for matches and competitions or inform their team captain if they are going to be late.
	Members must wear suitable attire for roll ups and matches, as agreed by the Management Committee
	Members must pay any fees for membership, matches or events promptly.

