

THREE MILE CROSS BOWLING CLUB

CONSTITUTION AND CLUB RULES

Last revised November 2025

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1. NAME

The Club shall be known as " THREE MILE CROSS BOWLING CLUB ", hereafter to be referred to as "The Club" or "TMX", which is situated at Fords Forge, Basingstoke Road, Three Mile Cross, Reading, RG7 1AT, and shall be affiliated to Bowls England & The Royal County of Berkshire Bowling Association.

2. OBJECTIVES

The Club is established to foster and promote the amateur sport of outdoor flat green bowls in the area, providing opportunities for recreation and competition.

The Club shall adopt and conform to Bowls England Rules and Regulations and the Crystal Mark Laws of the Sport of Bowls.

3. MEMBERSHIP

(a) Membership shall be open to any person, regardless of race, age, gender, sexual orientation, religious belief or ability, who completes a membership application form and pays the relevant subscription as determined by the Club. The membership of the Club shall consist of:

(i) **Full Playing Members** - Persons aged 18 and over who shall be entitled to avail themselves of all the amenities of clubhouse, premises and green. New members must wait two days after their application is processed before taking advantage of membership, this being a requirement of the Premises Certificate.

(ii) **Social Members** - consisting of:

- Non Playing Family Members - The spouse of and children under the age of 18 of a Full Playing Member who shall be entitled to avail themselves of the amenities of the clubhouse and premises except that they shall not be entitled to use the facilities of the bowling green (but see note below), to serve on the Management Committee, to hold office or to have a vote at any meeting. Social members, however, may attend such meetings as an observer.
- Associate Members - Persons, such as former full members or friends of current full members, who shall be entitled to avail themselves of the amenities of the clubhouse and premises. These members are not permitted to use the facilities of the green (but see note below), to serve on the Management Committee or to hold office excepting when they have previously been a full playing member or to have a vote at any meeting.

Note: TMX Social Members shall be allowed a maximum of 6 (six) rollups per season.

This with a view to

- allowing past bowlers the pleasure of a rollup
- encouraging non-bowling Social Members to become bowlers
- Social Members must be accompanied by TMX Full Playing Member(s) who will be responsible for them whilst on the Green and should enter their names and date of each rollup in the Visitors Book.
- Social Members are welcome to attend all social events at the club. They will be asked to pay the same entrance fees as full members, i.e. as opposed to any guests.

(iii) **Junior Members** - persons under the age of 18 as at 1st January of any year, who shall be entitled to avail themselves of all the amenities of the clubhouse, premises and green. Junior members shall not be entitled to serve on the Management Committee or to hold office.

- (iv) **Life Members** - members who have been granted life membership in recognition of their exceptional service to the Club. A life member shall enjoy all the privileges and rights of a full playing member without payment for such membership.
- (v) **Temporary Members** - persons who are visiting the area may become temporary members for a period not exceeding four weeks in any one season, subject to the approval of the Membership Secretary, by paying a fee to be agreed by the Management Committee. Such members may avail themselves of the amenities of the clubhouse, premises and green but shall not be entitled to attend meetings, hold office or serve on the Management Committee. If, after their period of temporary membership, they decide to apply for full playing membership and are accepted, any fees that have been paid will be deducted from their subscription for full playing membership.
- (vi) **New Bowlers being coached** - bowlers being coached in their first year with the club will pay a fee determined by the Management Committee to cover their coaching period. Having completed the coaching, they can pay a reduced subscription fee to become members for the remainder of the year. Once signed as members, they will be able to use the same facilities of the club as Full Playing Members.
- (b) All applications for membership should be subject to authorisation by the Membership Secretary.
- (c) Proposals for Life Membership must be submitted in writing to the Management Committee for consideration. In the event of the proposal gaining the support of the Management Committee, the proposal will be submitted to the next Annual General Meeting.
- (d) A list of names and telephone numbers of members shall be available in the clubhouse at all times. This information will not be on public display. Members must notify the Membership Secretary of any change as soon as possible.

4. MANAGEMENT COMMITTEE

- (a) The affairs of the Club shall be managed by a Committee of Officers as below. The list is applicable to 2023. It can be changed in future years by agreement at an AGM.

President
 Chairman
 Vice Chairman (see 4b)
 Hon. Secretary
 Hon. Treasurer
 Fixtures Secretary
 Membership Secretary
 Captain
 Ladies' Section Secretary/Assistant Club Secretary
 Green /Maintenance Chair
 Head of Recruitment
 Bar Manager
 Entertainments Manager

Head of Communications

- i. All Officers shall be elected at the Annual General Meeting of the Club, from, and by, the Members, with the exception of the Bowling Section Representatives who will be nominated by the respective bowling section officers, the Annual General Meeting being informed of their election. All Officers are elected to serve for a period of one year. The constitution of the Committee may be changed each year following a recommendation by the current Committee and a vote at the AGM.
- (b) The Vice Chairman shall be elected from within the Committee at its first meeting following the Club AGM and shall chair the Committee meeting in the absence of the Chairman.
 - i. All Club Officers shall be elected at an Annual General Meeting and hold office for the period of election.
 - ii. All Club Officers shall be eligible for re-election to the same office or another office at the end of their current period of election.
- (c) The Management Committee shall be responsible for controlling the affairs of the Club on behalf of the Members and keeping accurate accounts of the finances of the Club through the Treasurer. These should be made available, within a reasonable timescale, for inspection by Members on request to the Hon. Treasurer. They should be examined by the appointed auditors before every Annual General Meeting. The club shall maintain a bank current account. Any cheques drawn against Club funds should be signed by the Treasurer and one other Officer (the signatories are the Treasurer, Assistant Treasurer and Secretary). The Management Committee shall be responsible for the Club finances and property only in so far as they apply to seasonal requirements and shall not enter into any contract or agreement in connection with the Lease, Letting or Purchase of the ground or premises without the approval of a General Meeting.
 - i. Spending limits for the Management Committee are subject to a limit of £5,000 for a single item of expenditure, with the exception of the annual green maintenance contract. Any proposal involving expenditure in excess of this sum should be referred to an E.G.M. of Club Members.
- (d) The Management Committee shall have the power to co-opt the services of any member of the Club at any time and for any purpose but with no right to vote on any proposals arising out of the discussions for which he or she was co-opted, or any other matters.
- (e) If the Treasurer is unable to attend any Management Committee meeting, the Assistant Treasurer is automatically co-opted for that meeting and shall have the right to discuss and vote on all matters.
- (f) The Management Committee shall be empowered to co-opt another member to fill casual vacancies which occur in their number during the year.
- (g) The contract of membership in a members club is a contract between the members themselves. The Management Committee is not a separate principal party to it. The Management Committee is the agent of the members of the Club for the purposes set out in these Rules. The contract of membership is no more and no less than that a member is admitted to membership on the terms laid down in the Club Constitution and Rules.
- (h) The Management Committee shall meet regularly, on dates pre-agreed, during the season. Voting

shall be a show of hands with the Chairman holding the casting vote. A majority of the members of the Management Committee shall be required in order to form a quorum.

- (i) 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 authorized 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.

5. BOWLS SECTIONS

- (a) The Men's Bowls Section Officers shall be formed from three male members holding any of the following positions: Club Captain, Vice Captain, Fixtures Secretary, League Manager and shall be responsible for all bowls matters pertaining to men's and general club bowling.
- (b) The Ladies' Chair, Captain and Secretary shall form the Ladies' Bowls Section Officers and shall be responsible for all bowls matters pertaining to ladies' bowling.
- (c) The Men's and Ladies' Bowls Section Officers will liaise on the selection of teams to play in mixed county competitions.
- (d) The Bowls Section Officers shall nominate one of their number or another playing member to represent the respective sections on the Management Committee in accordance with Rule 4(a). It will be the responsibility of those representatives to inform the other Bowls Section Officers of all relevant discussions and decisions of the Management Committee and to raise any matters at Management Committee meetings which the Bowls Sections have decided should be referred.

6. SUB-COMMITTEES

- (a) The Management Committee may decide to establish sub-committees to carry out specific areas of activity, for example recruitment, on its behalf.
- (b) The Management Committee may, from time to time, identify additional sub-committees to aid the working of the Management Committee.
- (c) Sub-Committee Chairs will co-opt members as necessary to assist them in their duties but such co-options will not carry the entitlement to membership of the Management Committee.
- (d) Sub-Committee Chairs will be responsible for reporting their activities and requirements to the Management Committee for action and/or approval.
- (e) The Club Competitions Sub Committee shall be comprised of the Men's Competition Secretary, the Ladies' Competition Secretary and the Club Captain and shall be responsible for the efficient management of the Club competitions. Any appeals against decisions of the Club Competitions Sub Committee shall be decided upon by the Management Committee. Organisation of the men's and mixed competitions shall be the responsibility of the Men's Competition Secretary and organisation of the ladies' competitions shall be the responsibility of the Ladies' Competition Secretary.

7. TRUSTEES

- (a) There shall not be more than four Trustees of the Club and not less than three. The Trustees shall be appointed at an Annual General Meeting from among Full or Honorary Members (at the time of election) who are willing to be so appointed. The property of the Club (other than cash which shall be under the control of the Treasurer) shall be vested in them to be dealt with as the Management Committee shall from time to time direct by resolution (of which an entry in the Minutes shall be conclusive evidence). The Trustees shall be indemnified out of the assets of the Club against risk and expense which may be properly incurred or made by them in the exercise of their duties.
- (b) The Trustees shall hold office for a maximum period of ten years (see 7c) or until removed from office by a resolution of the Management Committee who may, for any reason which may seem sufficient to a majority of them present and voting at any meeting, remove any Trustee or Trustees from the office of Trustee of the Club.
- (c) When a Trustee has served for a period of five years the Management Committee shall undertake a review in order to decide if a Trustee should and/or wishes to serve for a second period of five years.
- (d) Where, by reason of death, resignation or removal, it shall appear necessary to the Management Committee that a new Trustee or Trustees be appointed or if the Management Committee shall deem it expedient to appoint an additional Trustee or additional Trustees, the Management Committee shall by resolution nominate the person/s to be appointed the new Trustee or Trustees.
- (e) For the purpose of giving effect to such nomination, the Honorary Secretary is hereby nominated as the person to appoint the new Trustee of the Club within the meaning of Section 36 of the Trustees Act of 1925 and shall by Deed duly appoint the person or persons so nominated by the Management Committee as the new Trustee or Trustees of the Club and the proviso of the Trustees Act of 1925 shall apply to any such appointment. Any statement of fact in any Deed of Appointment shall, in favour of the person dealing bona fide and for the Club or Management Committee, be conclusive evidence of the fact so stated.
- (f) A Trustee is not precluded from holding any official office, e.g. serving on the Management Committee, on behalf of the club.

8. GENERAL MEETINGS

Annual General Meeting

- (a) The Annual General Meeting of the Club shall be held each year by 30th November of that year. This can be extended by up to 7 days in exceptional circumstances. 21 clear days' written notice of the Annual General Meeting shall be published and available to Members. Members must advise the Secretary in writing of any business to be considered at the Meeting at least 14 days beforehand. The Secretary shall circulate the agenda for the meeting to Members not less than 7 days before the meeting. The accidental omission to give notice to any member shall not invalidate the proceedings of that meeting. No business other than that indicated in the agenda shall be discussed at the Annual General Meeting.

- (b) Within the provisions above, the actual date and time of all General Meetings shall be decided by the Management Committee. A quorum for General Meetings shall be 20% of those members eligible to attend and vote.
- (c) The business of the meeting shall be to:
- i. Confirm the minutes of the previous Annual General Meeting and any General Meetings held since the last Annual General Meeting.
 - ii. Receive a report and statement of accounts for the twelve months made up to 30th September of the current year.
 - iii. Receive annual reports from Officers.
 - iv. Elect auditors (accounts inspection).
 - v. Elect the Officers and Committee Members of the Club (N.B. See note under 5(a). Nomination of candidates to be made in writing to the Secretary. If none received, posts may be filled via a proposal at the AGM following a vote by members.
 - vi. Transact any other business included on the agenda.
- (d) The Chair will be taken by the Chairman / Vice Chairman or, in their absence, by a deputy appointed by the Members attending the meeting.
- (e) Decisions shall be by a simple majority of votes from those Full Members attending the meeting. In the event of equal votes the Chairman shall be entitled to a casting vote.
- (f) Each Full Member shall be entitled to one vote at all General Meetings.
- (g) In the light of the Coronavirus Pandemic of 2020 it is possible that a gathering of club members might not be appropriate or lawful. In extreme circumstances the Management Committee shall make alternative arrangements for members to be consulted. The Committee shall also ensure that a system is put in place so that members can vote on items which need their approval, for example the appointment of the club's officers for the succeeding year.

The Men's Section Annual General Meeting shall be held a maximum of 30 days prior to the Club Annual General Meeting (see 8a). It shall generally follow the format of the Club Annual General Meeting but attendance is limited to members of the Men's Section and it shall deal only with those items pertaining to the Men's Section. Decisions made at this meeting shall be reported to the Club Annual General Meeting for ratification.

The Ladies' Section Annual General Meeting shall be held a maximum of 30 days prior to the Club Annual General Meeting (see 8a). It shall generally follow the format of the Club Annual General Meeting but attendance is limited to members of the Ladies' Section and it shall deal only with those items pertaining to the Ladies' Section. Decisions made at this meeting shall be reported to the Club Annual General Meeting for ratification.

** In the event of there not being enough agenda items to warrant the holding of a Men's or Ladies' AGM the business of those meetings can be transferred to the Annual General Meeting. This shall be agreed by the Management Committee and members informed accordingly.

Extraordinary General Meeting of the Club may be called at any time by the Management Committee or within 28 days of a request by at least five members in writing. The Secretary shall

state the purpose for which the Extraordinary General Meeting is to be called and the resolutions to be proposed. Amendments to such resolutions may be taken at the meeting. The accidental omission to give notice of an Extraordinary General Meeting to any member shall not invalidate the proceedings of that meeting.

9. CLUB YEAR

The Club Year shall commence on 1st October and end on the 30th September each subsequent year.

10. SUBSCRIPTIONS

- (a) The annual subscription, which shall be paid by 31st March, shall be decided at the preceding Annual General Meeting.
- (b) No member ceasing to belong to the Club, either by resignation or otherwise, shall be entitled to have any part of the annual subscription returned unless otherwise agreed by the Management Committee.
- (c) New members being coached from scratch are charged an agreed fee. Having completed the coaching, they can pay a reduced subscription fee to become members for the remainder of the year.
- (d) Affiliation Fees shall be payable to The Royal County of Berkshire Bowling Association and Bowls England and are included in the annual subscription.

11. CONDUCT OF MEMBERS

- (a) All complaints from members for the consideration of the Management Committee must be made by letter to the Honorary Secretary. No action will be taken in the case of anonymous letters.
- (b) If any member shall willfully commit a breach of the rules of the Club or shall act in any way which is detrimental to the interests of the Club, either within or without the Club premises, he or she shall be subject to reprimand, suspension or expulsion from the Club.
- (c) Any breach of the rules committed by a member shall be dealt with by the Management Committee of the Club. The club will adopt and follow procedures in Regulation 9, 9a and 9b when dealing with any type of disciplinary or misconduct issues. The said member shall be able to address the Management Committee before a decision is reached.
- (d) A member shall have the right of appeal against expulsion. The appeal must be made by letter within seven days of receiving notification of the decision of the Management Committee. Thereupon an Extraordinary General Meeting will be called to consider the appeal.
- (e) Any member attending on site and operating machinery should not do so without being

accompanied by another person. Any member attending the club alone for any other purpose shall be deemed to be doing so entirely at their own risk. As and when the club produces Risk Assessments then members are expected to comply with the recommendations.

12. GUESTS

- (a) Members may invite people to attend the club as their guests. No more than three guests at one time shall be allowed without the prior authorisation of the Management Committee. The member concerned shall only invite guests to play on the green who have an acceptable level of competence in order to protect the playing surface. Guests may be charged a green fee, agreed by the Treasurer, if considered appropriate.
- (b) Any member introducing guests in accordance with Rule 12(a) must remain on Club premises and be responsible for ensuring that all guests comply with Club Rules.
- (c) A member who has been suspended or expelled from the Club, or any person whose application for membership has been refused, shall not be permitted to make use of the Club as a guest.
- (d) All persons visiting the Club by invitation - for example, as members and officials of visiting teams - competing in, or supporting, events shall be permitted to use the facilities of the club on the day of their visit. The Management Committee reserves the right to refuse admission to any such guest at its absolute discretion.

13. CHILDREN

Any member or visitor bringing children onto Club premises shall be responsible for their good behaviour at all times.

14. DOGS

With the exception of guide/assistance dogs, no dogs shall be permitted in the clubhouse or its surrounds unless kept on a lead at all times.

15. MUSIC, RADIOS AND TELEVISION

No equipment capable of producing music, radio or television may be used on Club premises without the prior authorisation of the Management Committee.

16. GREEN OPENING AND RINK BOOKING

- (a) The green shall be open to members for play during the summer season on every day from 12.00 noon onwards unless restrictions are imposed by the Greenkeeper. Play before noon may be possible but only with the prior approval of the Greenkeeper.
- (b) Rinks should be reserved by using the club's agreed system for the season in question.
- (c) Casual rollups are allowed but only if there are no formal games planned. A rink should not be chosen if a formal game or competition is scheduled to take place on it later on the same day.

- (d) If no spare rinks are available then formal games and competitions take precedence over rollups.

17. DATA PROTECTION ACT 2018

- (a) The club has a Privacy Policy which is available to see on its website. This has been produced in accordance with the Act. Existing members, and new members joining for the first time, are required to acknowledge on their annual membership renewal form that they have read and accepted the Policy.
- (b) The club has an additional Policy regarding the club's use of closed circuit television surveillance. This shall be made available to see on the club's website. In addition to the above point (a), members and new members are required to acknowledge on their membership form that they have read and accepted the Policy. As part of this Policy the club needs to have a nominated person to act as System Manager.
- (c) Under the provisions of the Act, the Club is permitted to maintain membership records on computer file to include names, addresses and telephone numbers. It may use such details in the following circumstances:
 - (i) Production of a list of individual members, together with their addresses and telephone numbers, for the use of Club Officers. This information may only be used for Club purposes and will not be on public display.
 - (ii) Disclosure to other affiliations, where appropriate.
 - (iii) Any other disclosure for the purposes of the Club, where appropriate, which the Management Committee decides and is compliant with the Act.
- (d) Any club-wide emails must be sent to members by blind copy so that addresses and circulation lists are not compromised.

18. SALE OF INTOXICATING LIQUOR

- (a) The sale of intoxicating liquor shall be permitted on the Club premises between the hours governed by the local licensing justices. During such hours, only members shall be permitted to purchase intoxicating liquor for consumption off the premises.
- (b) No person shall be paid, at the expense of the Club, any commission or percentage or similar payment on, or with reference to, the purchase of intoxicating liquor by the Club and no person shall directly or indirectly derive any financial benefit from the supply of intoxicating liquor by or on behalf of the Club to members or guests, apart from any benefit which may accrue to the Club as a whole.
- (c) The supply to the Club of intoxicating liquor shall be under the control of the Management Committee, who shall arrange for the purchase thereof on behalf of the Club.

- (d) Intoxicating liquor shall not be supplied to any person under the age of eighteen years.
- (e) Intoxicating liquor may be sold to persons attending the Club premises for social or other functions organised or authorised by the Club, provided always that the number of functions shall not exceed twelve in any one year, but no function shall be permitted to which admission may be obtained by payment of money at the door, whether for a ticket or otherwise.

19. DRESS CODE

Dress of members on the green will generally be dictated by the published team sheet or the rules of the competition being played. When applying the formal dress code only the current design is allowed to be worn. For other play, the Club operates a policy of smart casual clothing on the green.

Anyone marking for a National or County competition should wear club colours.

20. LIABILITY

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 to 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.

21. RULES AND REGULATIONS

- (a) The Management Committee shall have the power to make such regulations as from time to time they may consider necessary, but see (b) below.
- (b) No alterations shall be made to the Constitution and Rules of the Club except at the Annual General Meeting or General Meeting called specifically for the purpose.
- (c) In the event of any question arising as to the interpretation of these Rules the decision of the Management Committee shall be final.
- (d) Acceptance of membership implies compliance with these Rules.
- (e) The Constitution and any subsequent rules agreed by the Management Committee shall be made available to all members via the Members' area of the club's website.

22. DISSOLUTION OF THE CLUB

- (a) If, at any General Meeting, a resolution for dissolution of the Club shall be passed, an Extraordinary General Meeting shall be called within 30 days thereof and the original resolution approved by not less than 90% of those members entitled to attend and vote. Any member must have been in full membership for a period of not less than two years to be entitled to vote at Extraordinary General Meeting called under this rule.
- (b) In the event that an Extraordinary General Meeting confirms the decision to dissolve the Club, the Management Committee, or failing them the Trustees, shall proceed to realise the property of the Club and, after discharge of all debts and liabilities of the Club, shall dispose of any balance remaining as the Club in General Meeting shall resolve; and thereupon the Club shall for all purposes be dissolved. If the Club shall not, within six months of the date of the first resolution, resolve upon the disposition of any such balance, the same shall be divided equally between all persons who were Life Members or Full Playing Members of the Club at the date of the first resolution and had held continuous membership for at least two years prior to that date.

23. ALTERATIONS TO THE CONSTITUTION

Any proposed alterations to the Club's Constitution may only be made at an Annual or Special General meeting convened with the required written notice of the proposal. Any alteration or amendment must be duly proposed and seconded. Such alterations shall be passed if supported by not less than two-thirds of those Members present at the meeting, assuming that a quorum has been achieved.

24. SAFEGUARDING

The club adopts and follows all policies and guidelines approved by Bowls England and UK Anti-Doping. All procedures relating to complaints alleging misconduct are set out in Bowls England Regulation 9, 9a and 9b. The club will abide by any sanctions, recommendations and/or decisions from the Case Management Panel or National Disciplinary Panel.

The club shall appoint a Safeguarding Officer, this being mandatory as part of its affiliation to BE with effect from 2025. Contact details for the S.O. shall be displayed on the club's premises and shown on its website.

25. MISCELLANEOUS

- (a) Equalities

The club shall adhere to the Equality Policy of Bowls England.

- (b) 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.

- (c) Smoking Policy

The club operates a No Smoking policy on the green and its surrounds in accordance with the Bowls England Player Code of Conduct. There is a designated area for smoking, currently situated to the side of the clubhouse. This policy relates to all smoking material, including vapes.

(d) This Document

The Members acknowledge this document constitutes a legally binding contract to regulate the relationship of the members with each other and with the Club.