

VBA



VICTORY BOWLS ASSOCIATION Ltd
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VICTORY BOWLS ASSOCIATION LIMITED BYELAWS

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BYELAWS

Revisions and Amendments

Revised	1 st October 1991
Amended	15 th November 1994
Amended	20 th September 2007
Full Revision - Amendments in red as advised by HM Revenue & Customs (Ref. CH02101/PMC dated 7 th February 2010) to satisfy the requirements of Community Amateur Sports Club Scheme (CASC) status.	9 th December 2010
Amended	20 th May 2014

A. Definition of the Association.

- A.1. The Victory Bowls Association Limited (VBA) is a company without share capital and limited by guarantee. It is responsible for the provision and management of the club premises and facilities in which the Victory Indoor Bowls Club (VIBC) functions.
- A.2. It creates, maintains and enforces the policies under which the VIBC operates in accordance with the principles and guidelines laid down in the 'Articles of Association' ('The Articles') and in compliance with all current legislation, the most relevant being as follows:
- a. The Companies Act 2006
 - b. The Finance Act 2013
 - c. The Health and Safety at Work etc. Act 1974
 - d. The Fire Safety and Safety of Places of Sport Act 1987
 - e. The Licensing Act 2003
 - f. The Disability Discrimination (Private Clubs etc.) Regulations 2005
 - g. The Protection of Children Act 1999
 - h. The Gambling Act 2005
- A.3. A copy of 'The Articles' is held in the office and is available to any VBA member on request.
- A.4. The VBA is a non-profit making organisation.
- a. All profits and surpluses shall be used to maintain or improve the club's facilities
 - b. No profit or surplus will be distributed other than to another non-profit making body or to members on winding up or dissolution of the VBA
 - c. To ensure that the club / company relationship does not infringe the Customs and Excise VAT Sports Order 1999
 - d. The purposes of the VBA are to promote the amateur sport of bowls in Portsmouth and community participation in the same
- A.5. The committee structure of the VIBC shall ensure that it has two representatives (one male and one female) serving as COM members whose primary roles shall be to ensure (A.4.c.) & (A.4.d.) above.

B. VBA Membership

- B.1. Each 'Full Member' of the VIBC shall also be deemed to be a member of the VBA and shall have all the rights and privileges of that status as defined in 'The Articles' and (G.1.) below.
- B.2. All other classes of membership of the VIBC shall not provide entitlement to membership of the VBA and shall together not exceed in total the number of VBA members.

C. Management of the VBA

- C.1. The Council Of Management (COM) is responsible for the management of the VBA to undertake and fulfil the requirements of paragraphs (A.1. & A.2.) above and its formation, powers and processes are defined in 'The Articles'. The following byelaws have been devised to clarify some of the clauses in 'The Articles' to assist the COM in its management of the Club.
- C.2. The COM shall comprise:
 - a. Seven (minimum) to ten (Maximum) members. In the event of the COM being reduced to under seven members and there being no other qualifying VBA members willing to volunteer their services, the business shall be managed by those COM members remaining. In this situation the roles of the COM members and the rules of quorum shall be adapted to suit until such time as the COM returns to the declared minimum of seven members.
 - b. The roles of Chairman, Treasurer, Business Director, two Business Development Directors and two Bowls Directors (one male and one female who serve on the VIBC Joint Bowls Committee).
 - i) All members of the COM shall be individually responsible for specific aspects of the management of the VBA.
 - ii) All members of the COM shall be prepared to report on their area of responsibility to the COM or at a meeting of the VBA.
 - c. Other roles, which may be undertaken either by COM members or by seconded VBA members, are typically but not necessarily exclusively, Secretary to the COM, Social Secretary and Catering Supervisors. The Club Manager may also be seconded in an advisory role. None of these seconded roles shall carry the right to vote at any COM meeting.
- C.3. Either at a VBA Annual General Meeting (AGM) or an Extraordinary General Meeting (EGM), members of the VBA shall elect a COM from nominees who have been proposed and seconded by VBA members.
- C.4. Nominees shall have a minimum of two years VBA membership and shall offer their acceptance of nomination either in writing to the COM prior to, or verbally at the meeting.
 - C.4.1. This acceptance shall also include:
 - a. An affirmation that the roles and responsibilities required of a successful nominee are fully understood.
 - b. A statement indicating the nominee's qualifications or other personal qualities that may demonstrate appropriate competence to undertake the specific COM roles being elected.
 - c. A signed and dated 'Director's Fit and Proper Persons Declaration'.
- C.5. COM members are appointed for five years.
- C.6. Should a member leave the COM for any reason before the end of their term of five years, the COM may co-opt a member to serve until the next VBA AGM or EGM. At which time and in accordance with (C.4. above), VBA members may nominate and appoint a replacement for the balance of the five years remaining.

C.7. COM members are registered at Companies House as Directors of the VBA.

D. VBA Meetings

- D.1. VBA AGMs and EGMs are public meetings and anyone may attend, however, only VBA members may speak (unless specially invited) or vote at such meetings.
- D.2. VBA members may vote by post or appoint a proxy to vote at such meetings, details of the procedure and proxy voting forms are available by written request to the COM.
- D.3. COM Meetings are held in accordance with the conditions defined in 'The Articles' and are only attended by non-Council Members by invitation with the exception of the VIBC President who may attend all VBA or VIBC meetings by right.

E. Amendments to Byelaws

- E.1. In accordance with 'The Articles' the COM may amend the Byelaws at any time in pursuance of their mandate to manage the Company.
- E.2. Members may seek amendments by gaining the approval of the COM who will then enact the change or, where the COM is not persuaded to approve, at a VBA AGM or EGM. In this instance a notice of the proposed amendments or additions shall be presented to the COM at least twenty-eight days before the meeting.
- E.3. An EGM may be convened at any time by the COM or within twenty-eight days of receipt of a written request signed by at least thirty VBA members, stating the reason for the request.

F. VIBC Membership and other Fees

- F.1. Should they consider it necessary for securing the financial stability of the VBA, the COM may, at any time, create or remove different classes of membership, on a non-discriminatory and fair basis and, set or vary subscriptions and fees, within levels that will not pose a significant obstacle to people participating in the core purposes of the VIBC.
- F.2. From 2014 the due date for annual subscriptions shall be moved from 1st September to 1st April to align with the Companies Financial Year.
- F.3. Annual membership shall be paid either as a lump sum or by monthly direct debit and shall include all green fees for the following twelve months. This membership is called 'All-Inclusive'.
- F.4. Existing Full Members on 1st September 2014 shall be entitled to either re-join on an 'All-Inclusive' basis or to continue to pay on the previous subscription and green fees basis. This membership is called '1 in 7'.
- F.5. Any member not renewing their membership within one month of the due date shall be denied access to the club until their subscription is paid. The COM reserves the right to waive this condition in exceptional cases on a non-discriminatory and fair basis.
- F.6. Green fees are, by arrangement with HM Customs & Excise, exempt from VAT.
- F.7. All subscriptions and other monies collected (other than those collected for charities or for a special purpose authorised by the COM) shall become the property of the VBA.

G. Application for Membership.

- G.1. All new applicants must fully complete the appropriate application form which shall be kept in archive after the details have been copied to the Membership Database. (See G.2. below)
- G.1.1. Generally, membership shall be granted on receipt of the correctly completed application form and payment of the fee, however the COM reserve the right to subsequently review and if necessary revoke any application. (See G.1.3. & J below).
- G.1.2. Membership of the VBA and / or VIBC shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex or disability except as a necessary consequence of the requirements of bowls as a particular sport.

G.1.3. The COM may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the club or sport into disrepute

G.1.4. Appeal against such a decision may be made to the VBA membership at a general meeting and decided by a majority vote (*R.1. also applies*)

G.2. To enable a membership card to be issued a photograph of the applicant shall be taken and the data on the application form shall be entered into the membership database. The original form shall be kept in a secure place and the database shall be managed in accordance with the requirements of the Data Protection Act 1998.

H. Membership Cards

- H.1. All members of the VIBC shall be issued with a membership card, embedded in which there is a proximity readable chip. This chip is hard programmed with a unique and encrypted number.
- H.2. The card depicts a photographic portrait of the card owner together with either the words FULL MEMBER, SOCIAL MEMBER, JUNIOR MEMBER, SOCIETY MEMBER, TAB, STAFF, CLEANER or OFFICIAL VISITOR.
- H.3. These proximity cards do not carry personal details either digitally or in print save for the owner's name, type of membership and photograph clearly depicted on one side of the card, under and protected by a sealed security film.
- H.4. 'All - Inclusive' member's cards shall bear a small club logo to the left of the photograph. It is important that this is not removed as it identifies that the card holder has pre-paid his/her green fees.
- H.5. Members shall carry their card with them at all times when attending the club premises.
- H.6. The card shall be offered to the proximity reader at the entrance to the club premises to gain access and within the club to make payments for all fees and purchases at the bar, or office when the bar is closed. The catering services are not linked to the electronic systems as they are separately managed by the franchised caterers.
- H.7. Before commencing to bowl each participant must place his/her membership card in the appropriate slot in the holder situated at the lounge end of each rink. Individuals not displaying their card or displaying a card without the small club logo to the left of the photograph shall place the appropriate green fee in the receptacle provided. The Club Manager or his nominated staff member will check the cards and, where appropriate, collect fees at the start of each session. Individuals failing to comply with these requirements shall be reported to the COM who will investigate each incident and take appropriate action.
- H.8. Optionally the card may also be used to access the member's prepayment account to make cashless payments up to the value deposited in the account. No credit facility shall be permitted on a member's account.
- H.9. The COM reserves the right to levy a fee for the issue, or re-issue in the event damage or loss, of a membership card.

I. Classes of VIBC Membership

- I.1. All classes of VIBC Members may:
- Make full use of all the social facilities of the club and participate fully in all social events and functions;
 - Introduce visitors to the Club. (*See K below*)
- I.2. All Full Members of the VIBC, ('All-Inclusive' and '1 in 7'), in addition to the entitlements in (I.1.) above, shall have the following rights and privileges:
- Membership of the VBA
 - May speak and vote at VBA meetings and subject to the requirements of (C.4.)

above, shall be able to serve on the COM.

- c. May enjoy all of the bowls facilities of the Club. These include:
 - i) The right to book rinks in advance in accordance with the published timetable of play;
 - ii) The right to form or join league teams;
 - iii) The right to offer to be selected for representative matches both competitive and friendly matches;
 - iv) The right to enter club, county and national competitions.
 - v) The right to invite a visitor to bowl subject to the conditions in (K.) below.

I.3. Junior Membership of the VIBC is available to individuals under the age of eighteen years. Subject to satisfying the legal requirements defined in The Protection of Children Act 1999 and in addition to the entitlements in (I.1.) above, Junior Members shall have the following rights and privileges:

- a. Membership of the VBA
- b. May speak and vote at VBA meetings but shall not be eligible to serve on the COM.
- c. May enjoy all of the bowls facilities of the Club. These include:
 - i) The right to book rinks in advance in accordance with the published timetable of play;
 - ii) The right to form or join league teams;
 - iii) The right to offer to be selected for representative matches both competitive and friendly matches;
 - iv) The right to enter club, county and national competitions.
 - v) The right to invite a visitor to bowl subject to the conditions in (K.) below
 - vi) [The Fees for Junior Membership of the VIBC is set by the COM at a level designed to promote the Sport in this age group. This is currently free of all charges unless the game involves travelling and/or includes a meal in which case an appropriate charge shall be made. \(The affordability and effectiveness of this clause will be subject to an annual review by the COM.\)](#)

I.4. Social Members of the VIBC have the rights and privileges in (I.1) above but may not:

- a. Enjoy the bowls facilities of the Club as an active participant, other than as a visitor in accordance with (K.) below.
- b. Vote or speak at VBA Meetings

I.5. [Society Membership is available to social groups within the local community. These are not members of the VBA or VIBC but by a mutually agreed contract are permitted limited and specifically tailored access to the VBA facilities.](#)

- a. [Society Members shall have:](#)
 - i) [A membership card uniquely designed for their specific society.](#)
 - ii) [Access to VBA premises only at the times defined in their contract.](#)
 - iii) [Use of the facilities agreed in their contract.](#)
- b. [Society Members shall not be permitted to attend VBA or VIBC Meetings.](#)

J. Waiting Lists

J.1. A waiting list of those wishing to become members shall be maintained in the following circumstances:

- a. The COM decides that the total membership of the VIBC has reached a level beyond

which the safety of members, visitors and staff is likely to be compromised;

- b. The COM decides that the total number of bowling members exceeds that which the available facilities can provide and sustain. This judgement shall be made when reasonable and equitable access to the bowls facilities for all Full Members is no longer possible.
 - c. In the opinion of the COM, the total social and junior memberships of the VIBC combined is too close to a point where it may exceed the total membership of the VBA.
- J.2. Applicants shall be placed on the waiting list in strict order of application but with those requesting Full Membership or Junior Membership taking priority over those applying to be social members.

K. Visitors.

- K.1. The VBA and VIBC extend a warm welcome to all visitors regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs provided that their conduct during their visit is not likely to bring the club or sport into disrepute.
- K.2. Visitors are required to purchase a 'Visitor Day Membership'. These temporary membership passes, valid on the day of issue only, are held in Visitors Books available at the Office, Bar and Restaurant. Before detaching and issuing, each pass shall bear the name and address of the visitor, the date of issue and the fee paid. A carbonless copy of this pass is retained in the Visitors Book as a permanent record to fulfil statutory legal requirements.
- K.3. The fee for a 'Visitor Day Membership' shall normally be reviewed annually but the COM reserve the right to vary this fee where a specific Social Event is being held e.g. A Cabaret Night.
- K.4. The same visitor may not be introduced more than six times in a season unless their sole permanent residence is outside of that which can reasonably be accepted as the VIBC membership catchment area. (As a guide this stretches from Southampton to Chichester and from the Isle of Wight to Petersfield.). Visitors from outside of this area shall have no restrictions on the number of visits they may make each year.
- K.5. Providing there is vacant rink space all visitors may play bowls on each of their visits, but shall not be permitted to play in league or other competitive games. Furthermore they shall not be allowed to play in representative games unless specifically invited to do so by an Officer of the VBA or VIBC.
- K.6. Rink space for such visitors may not be booked in advance.
- K.7. Visitors may be introduced as personal guests of VIBC members in accordance with by-law (K.1. and K.2.) above.
- K.8. All persons being members of clubs affiliated to the English Indoor Bowling Association and their guests visiting the club premises shall be deemed to be temporary members for the duration of their visit and as such shall be permitted to enjoy all of the facilities of the club. These visitors shall not normally be provided with a membership proximity card, but exceptionally they may be offered an Official Visitors Card if the duration of their visit is over a prolonged period.
- K.9. Official Visitors of the VBA or VIBC that are not from clubs affiliated to the English Indoor Bowling Association shall be deemed to be temporary members for the duration of their visit and as such shall be permitted to enjoy all of the facilities of the club. The VBA shall normally levy a fee for temporary membership but reserve the right to waive this fee where it is considered inappropriate e.g. short duration visit, visiting dignitaries, media personnel etc.

L. Opening and Closing of the Club Premises

- L.1. The Club premises shall open no later than 9.30 am and remain open until half an hour

after Bar closing time in the evening on all days during the Indoor season as defined on the Notice Boards and Website and on such other days or times as the CoM may decide. The CoM shall have the power to vary these hours.

- L.2. The Club premises may be closed on Christmas Day and on such other days and times as the CoM may determine. At least 24 hours of such closure shall be given on the Notice Boards and Website.

M. Bar Opening Hours.

- M.1. The Bar may be opened within such times as the Licensing Justices permit. Only Members and authorised visitors shall be served with intoxicating drinks. The prices of drinks and refreshment shall be posted in a prominent position in the Bar and at the Kitchen Counter.

N. Dress

- N.1. A minimum dress code of smart casual is a requirement when using the Club for any purpose. Fashion and sports clothing and accessories shall be permitted where such items are not, in the opinion of the COM or the Club Manager, likely to bring the club or sport into disrepute.
- N.2. Clothing and accessories not permitted include, but may not be limited to, the following:
- a. Dirty or dishevelled clothing.
 - b. Work clothes unless such work is on the club premises.
 - c. Accessories or clothing depicting images or text that, in the opinion of the COM or Club Manager, are offensive.
- N.3. On the green the dress code shall be as follows:
- a. For practise roll-ups or for other casual games, white or club shirt above the waist and white or grey below is preferred but smart casual wear is permitted provided that it is not a distraction to players engaged in competitions on adjoining rinks.
 - b. For all other games, white, league team or club colours above the waist and white or grey below is mandatory. Selected teams shall be advised of the dress code for each game on the team sheet.
 - c. The bowling carpet shall not be stepped on by any footwear other than flat smooth soled shoes (Trainers or other ribbed or crepe sole shoes are forbidden)
- N.4. Persons leaving and returning to the club premises shall not do so in their bowling shoes as they may transfer water, dirt or more unpleasant substances to the bowls carpet.

O. Animals

- O.1. Animals are not allowed on the Club premises, with the exception of dogs specifically trained to aid persons with disabilities.

P. General

- P.1. The daily allocation of playing times will be shown on the rink booking sheet displayed on the table by the entrance to the green in front of rink 4. Sheets for dates beyond those displayed on this table are available from the office for booking Nationals and other competitions.
- P.2. Play on rinks allocated for general play or competitions shall be under the control of the Club Manager or authorised staff.
- P.3. Bowlers for the next session are not to enter the Green area until players from the previous session have completed their matches.
- P.4. Users of the lockers by Rink 1 are respectfully requested to maintain the spirit of the game by avoiding disruption to the players on the adjacent rink,
- P.5. Spectators shall normally view the green from lounge level and shall not be permitted to

sit on the green apron at the lounge end except when special arrangements are made for representative matches.

- P.6. Health and Safety considerations dictate that bowls equipment, bags, coats etc. shall not be left in the lounge area. Bowls about to be used shall be either carried or placed in the racks provided near rinks 1 and 6. Bowls and other equipment or clothing if not in use shall be kept in the Locker Rooms and unless placed in a locker shall be removed from the club premises at the end of each day.
- P.7. Litter shall always be placed in the receptacles provided and shall on no account, be thrown on the floors, in the ditches or the surrounds of the green.
- P.8. The taking of food or drink on to the bowls carpet is strictly prohibited.
- P.9. 'Grippe' or any other oil or wax based products are not permitted to be used on bowls or fingers as they contaminate the bowls carpet.
- P.10. Interference with any controls of the lighting, heating or ventilation is prohibited except by members of the COM, the Club Manager, Club Staff or by exception others with specific authorisation.
- P.11. Unless specifically authorised by the COM or Club Manager and with the agreement of the Catering Franchisee, the consumption of food or drink in the club premises that have not been purchased from the club bar or from the caterers shall not be permitted save for those periods when the bar and catering facilities are not available. This shall not apply to the consumption of food and drinks for medical or dietary requirements.
- P.12. Health and Safety considerations restrict access to the Kitchen or Bar to all unauthorised persons.
- P.13. Articles belonging to the VBA, or held in trust by the VBA shall not be removed from VBA premises for any reason, other than in an emergency, except on the specific authority of the COM. In cases of emergency the Club Manager is empowered to remove articles for safe keeping and report this action to the COM.
- P.14. All persons incurring any expenses whether at the bar in the restaurant or on the bowling green shall settle them in full before leaving VBA premises. Any person responsible for breaking or in any other way damaging VBA property shall either personally make good the damage or shall pay the cost of replacement or repair.
- P.15. The VBA shall not be committed to any expense without the prior approval of the COM.

Q. Liability of the VBA or VIBC.

- Q.1. No ex member shall have any claim on these bodies, nor shall they be entitled to have any part of their subscription for the current year returned.
- Q.2. Neither the VBA nor any Officer thereof shall be liable to any Member, or guest of a Member, for any loss or damage occurring from whatever cause in or about the premises, nor for any injuries sustained by any Member or guest whilst on, entering or leaving the Club premises.
- Q.3. Each and every member of the COM, the Club Manager and other members of staff shall be indemnified by the VBA in respect of any bona fide decisions made by them in the course of their duties.

R. Penalties

- R.1. If any VIBC member shall wilfully commit a breach of these Bye-laws or the Club Rules or shall act in any way derogatory to the interests of the VBA or VIBC, either within or without the club premises, they shall be subject to reprimand, suspension of up to one month, or expulsion.

S. Complaints

- S.1. Any complaints shall be made in writing to the COM.

T. Winding up

- T.1. The requirements and conditions for winding-up the Club are as follows:
- a. VBA members may vote to wind up the Association if not less than three quarters of those present and voting support that proposal at a properly convened general meeting.
 - b. The COM will then be responsible for the orderly winding up of the Association's affairs.
 - c. After settling all liabilities of the VBA, including the return of any remaining loan deposits to members, the COM shall dispose of the net assets remaining to one or more of the following:
 - i) to another Club with similar sports purposes which is a registered charity and / or;
 - ii) to another Club with similar purposes which is a registered CASC and / or;
 - iii) to the Association's governing body for use by them for related community sports.