

# **SOMERSET WEST BOWLS CLUB**

## **CONSTITUTION AND BYE-LAWS**

The Constitution of the SOMERSET WEST BOWLS CLUB (hereinafter referred to as THE CLUB) governing the relationship between Members and THE CLUB and between Members *inter se*, as ratified and overwhelmingly adopted at the Annual General Meeting on 14 August 2008.

### **Preamble**

The SOMERSET WEST BOWLS CLUB was founded in 1936 and affiliated with the SOMERSET WEST COUNTRY CLUB (hereinafter referred to as the SWCC) in January 1961. In November 1962 it was decided to change the name of THE CLUB to SOMERSET WEST COUNTRY CLUB - BOWLS SECTION - and later, due largely to the changes that had taken place within the SWCC, it was decided to revert to the name SOMERSET WEST BOWLING CLUB with effect from the revised Constitution dated 31 May 2005.

Pursuant to an initiative by the WESTERN PROVINCE BOWLING ASSOCIATION to change their name to the WESTERN PROVINCE BOWLS ASSOCIATION (hereinafter referred to as the WPBA), THE CLUB deemed it appropriate to change its name to SOMERSET WEST BOWLS CLUB with effect from this revised Constitution dated 14 August 2008.

### **1. NAME**

- 1.1 The name of THE CLUB shall be the SOMERSET WEST BOWLS CLUB.
- 1.2 The fixed assets of THE CLUB, which constitutes the Land and the Clubhouse, shall remain the property of the SWCC.
- 1.3 The moveable assets, funds, profits and gains of THE CLUB shall be utilised solely for investments or for THE CLUB as set out in this Constitution and shall in no circumstances be distributed to or among any person or persons save in the event of THE CLUB being dissolved or wound up.
- 1.4 In the event of THE CLUB being wound up for any reason whatsoever then, after payment of THE CLUB's debts and the satisfaction of its liabilities, any assets of whatever nature which might remain, excepting as provided for in rule 1.2 above shall, following a Special General Meeting and the approval of the Board of Trustees of the SWCC be disposed of by the EXECUTIVE COMMITTEE.
- 1.5 The EXECUTIVE COMMITTEE, as the Trustees of THE CLUB, are exonerated in their personal capacity from all and any liability providing they act *bona fide* on any instructions or mandate given to them by a General Meeting.

### **2. COLOURS**

- 2.1 The hat shall be white with a dark maroon hatband with gold edging and insignia with "SOMERSET WEST BOWLS CLUB" on the front.
- 2.2 The Pocket Badge shall be that of the SOMERSET WEST BOWLS CLUB.
- 2.3 In addition to the customary white bowls strip, THE CLUB has registered navy trousers or skirt as an acceptable alternative form of attire.

### **3. AFFILIATION**

- 3.1 THE CLUB shall be affiliated to the WPBA and through that Association to BOWLS SOUTH AFRICA (hereinafter referred to as BSA) and shall conform to their Laws and Bye-Laws.

3.2 THE CLUB shall have the right to be affiliated to or become a Member of any sub-district or local Bowls Association and/or Greenkeeper's and/or Umpire's Association, provided that the Constitution and Rules of such Associations have been approved by the WPBA.

#### 4. **MISSION**

To ensure that THE CLUB evolves around a Membership who have the vision and courage to embrace transformation as a vehicle for progress; an active group who are excited about where they want to go and are motivated to participate and innovate to achieve results that are credible, sustainable and of enduring benefit, in the knowledge that THE CLUB belongs to them.

#### 4.1 **OBJECTIVES**

THE CLUB's objectives shall be to provide optimum facilities and amenities for Members so as to promote, encourage and advance the game of Bowls as an enjoyable sport which encompasses all spectrums of our society.

#### 5. **MEMBERSHIP**

Members are the lifeblood of any Club. Successful Clubs are those with a lively participative Membership who are supportive of all social functions and revenue producing activities.

No person shall be precluded from Membership on the grounds of Race, Gender, Religious or Political persuasion. However, every Member shall be subject to and be bound by THE CLUB's Constitution and Bye-Laws, Rules and Regulations. Every Member shall receive a copy of this Constitution and any subsequent amendments thereto.

Membership shall consist of:

Ordinary Members  
Associate Members  
Honorary Life Members  
Honorary Member  
Social Members  
Temporary Members  
Junior Members

#### 5.1 **ORDINARY MEMBERS**

Shall be those who have paid the stipulated Fees and dues and have been duly elected.

#### 5.2 **ASSOCIATE MEMBERS**

5.2.1 Shall be Ordinary Members in good standing who have been such for a minimum of five (5) years and who, through reasons of ill health and/or age cease to be active bowlers.

5.2.2 After an application to this effect by the respective Member, the EXECUTIVE COMMITTEE may grant such Membership at a reduced annual Subscription.

5.2.3 Associate Members shall enjoy all the privileges of Ordinary Members except that they shall not be eligible to serve on any Committee or Sub-Committee, may not enter any Open or Closed Competitions in the name of THE CLUB and may only take part in Tabs-in play on an occasional basis deemed to be not more than twice (2) in any thirty (30) day period.

#### 5.3 **HONORARY LIFE MEMBERS**

It shall be within the powers of the Members of THE CLUB at a General Meeting as a result of a resolution by the EXECUTIVE COMMITTEE, to confer Honorary Life Membership upon any Member deemed to be worthy of that honour by reason of outstanding services to THE CLUB. An Honorary Life Member shall enjoy all the rights and privileges of an Ordinary Member without the obligation to pay THE CLUB's annual Subscription Fee.

#### 5.4 HONORARY MEMBERS

- 5.4.1 A person who, by virtue of their social standing and/or services to THE CLUB, who is deemed worthy of such an honour may be declared an Honorary Member by the EXECUTIVE COMMITTEE. The term of such Membership shall be determined by the EXECUTIVE COMMITTEE.
- 5.4.2 Honorary Members shall have the right to make use of THE CLUB's facilities, without the liability for any Subscription, but shall have no vote at any General Meeting of THE CLUB, nor shall they be eligible to serve on any Committee or Sub-Committee.

#### 5.5 SOCIAL MEMBERS

- 5.5.1 At its discretion, the EXECUTIVE COMMITTEE may approve such Members, should it be felt advisable and in the best interests of THE CLUB.
- 5.5.2 Such Members shall be entitled to enjoy the social facilities of THE CLUB, but may not have use of the Greens, vote at any General Meeting nor be eligible to serve on any Committee however, they may serve on a Sub-Committee if deemed appropriate by the EXECUTIVE COMMITTEE.
- 5.5.3 Admission procedures and annual Subscriptions shall be determined by the EXECUTIVE COMMITTEE.

#### 5.6 TEMPORARY MEMBERS

- 5.6.1 A *bona fide* candidate for Membership of THE CLUB whose name has been posted on the Clubhouse notices board shall be declared a Temporary Member until such time as their application has been approved.
- 5.6.2 A person who, by invitation, participates in THE CLUB's social or competitive activities may be declared a Temporary Member for the period of such invitation.
- 5.6.3 A person who is not normally resident in the area but is on a short term visit may apply for Temporary Membership of THE CLUB at a cost calculated at fifteen percent (15%) per month of the annual Subscription Fee applicable to Ordinary Members. Affiliation Fees for BSA and WPBA are additional costs to be borne by such Member should they wish to represent THE CLUB in league matches.

#### 5.7 JUNIOR MEMBERS

- 5.7.1 Shall be persons who are under the age of twenty five (25) years and who are *bona fide* students at an educational institution.
- 5.7.2 Shall enjoy the use of all THE CLUB's facilities with the provision that should such Members be under the age of eighteen (18) years they shall not be permitted to purchase or consume any alcoholic beverages from the Bar.
- 5.7.3 They shall have no vote at any General Meeting of THE CLUB.
- 5.7.4 Admission procedures and Subscriptions shall be determined by the EXECUTIVE COMMITTEE.

#### 6. ADMISSION OF MEMBERS

- 6.1 All applications for Membership shall be made on the official BSA form and the signing of such form by the applicant shall indicate acceptance of the Rules and Regulations of THE CLUB.
- 6.2 The completed application form shall be referred to THE CLUB Secretary along with the remittance of all dues. This form shall be posted in the Clubhouse for fourteen (14) days, and thereafter submitted to the EXECUTIVE COMMITTEE for approval.

- 6.3 The Proposer and Secunder on this form shall be Members of THE CLUB who are in good standing and have been Members for a minimum of two (2) years.
- 6.4 If the applicant is or has been a Member of any other Bowls Club affiliated to BSA, a clearance certificate from such Club shall be provided.
- 6.5 Any Member wishing to object to the admission of any applicant shall do so in writing within the period of the aforementioned fourteen (14) days. The EXECUTIVE COMMITTEE shall then vote on the application and in the event of there being three (3) or more adverse votes the applicant shall not be admitted. No further applications shall be considered by the EXECUTIVE COMMITTEE until the expiration of twelve (12) months from the date of rejection.
- 6.6 Whether or not objections are received, the EXECUTIVE COMMITTEE shall have the right to reject any applications for Membership provided such rejection does not conflict with the opening statement in Section 5.
- 6.7 Should any applicant be inadvertently elected under a misrepresentation or in error the EXECUTIVE COMMITTEE shall have the power to cancel the election.

## **7. ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES**

- 7.1 Annual Subscriptions shall be congruent with the WPBA bowls calendar (at present 1 September to 31 August) and shall become due and payable on the first day of September each year. If a Subscription is unpaid by 30 September following, the EXECUTIVE COMMITTEE may, at its discretion, exclude such Member from all Club privileges until such time as the Subscription is paid or until the Member is reinstated.
- 7.2 Members joining after 31 December in any year shall pay *pro rata* Subscriptions for that year.
- 7.3 Members joining at any time during the year shall be liable for any Entry Fees or Levies which may be applicable.
- 7.4 Locker Fees, Green Fees and Visitors' Green Fees shall be determined by the EXECUTIVE COMMITTEE from time to time.
- 7.5 The Entry Fee for any team selected to represent THE CLUB shall be paid by THE CLUB.

## **8. RESIGNATION OF MEMBERS**

Members shall give notice of their intention to resign at least fourteen (14) days prior to the date on which annual Subscriptions are due and failing such notice shall be liable for the and any other dues for the ensuing year, subject to the discretion of the EXECUTIVE COMMITTEE.

## **9. CONDUCT OF MEMBERS**

If the EXECUTIVE COMMITTEE is satisfied that any Member is guilty of improper or unsportsmanlike conduct either within or outside the precincts of THE CLUB, or whose behaviour is calculated to injure the good name of THE CLUB, the EXECUTIVE COMMITTEE may, after first advising the said Members in writing, impose upon such Member any of the following penalties:

- 9.1 To be suspended from Membership of THE CLUB for such period as the EXECUTIVE COMMITTEE deems fit, provided that a suspended Member shall not be relieved of the liability to pay Subscription Fees.
- 9.2 To be called upon to resign and on non-compliance to be struck off the list of Members of THE CLUB.
- 9.3 To be expelled.

- 9.4 To be expelled and declared ineligible for re-election. Provided that at least two thirds of the Members of the EXECUTIVE COMMITTEE are of the opinion that the interest of THE CLUB requires suspension or expulsion, a Member expelled shall forfeit their current Subscription.

Any Member shall have the right to appeal to a Special General Meeting against any decision of the EXECUTIVE COMMITTEE under this rule, providing however that such Member gives notice in writing to the Secretary within fourteen (14) days of notification of such decision and provided that such notice of appeal is supported by the signatures of not less than fifteen (15) Members of THE CLUB with voting rights and in good standing in addition to that of the appellant. If the expulsion be upheld by at least two thirds of the Members present at the Meeting, the decision will be final and may not be reversed or appealed against.

## 10. **ADMINISTRATION**

- 10.1 The affairs of THE CLUB shall be administered by a MANAGEMENT EXECUTIVE COMMITTEE (hereinafter referred to as the EXECUTIVE COMMITTEE) and shall consist of twelve (12) Members who shall be:

10.1.1 The President

10.1.2 The Vice-President

10.1.3 The Honorary Secretary

10.1.4 The Assistant Secretary

10.1.5 The Honorary Treasurer

10.1.6 The Greens Manager

10.1.7 The Bar Manager

10.1.8 The Catering Manager

10.1.9 Men's Competitions Secretary

10.1.10 Ladies Competitions Secretary

10.1.11 Male or Female Player Liaison Officer

10.1.12 Property Manager

- 10.2 All the above-mentioned shall be elected at each Annual General Meeting and shall hold office for the ensuing year.

10.3 No Member may be nominated or hold office whilst holding office in any other Bowls Club.

10.4 An Honorary Auditor(s) shall be elected at each Annual General Meeting and shall hold office for the ensuing year. They need not necessarily be a Member(s) of THE CLUB.

## 11. **ANNUAL GENERAL MEETING**

- 11.1 The Annual General Meeting of THE CLUB shall be held not later than 15 August in each year for the purpose of:

11.1.1 Receiving a report of the general business of THE CLUB for the preceding year and duly audited financial statements for the financial year ending 31 May.

11.1.2 Transacting general business including the election of Office Bearers for the ensuing year.

11.1.3 The election of Office Bearers shall be by secret ballot in every case where voting is necessary however, in relation to:

- 11.1.3.1 The Ladies Selection Committee and Ladies Competitions Secretary, only ladies are eligible to vote.
- 11.1.3.2 The Men's Selection Committee and Men's Competitions Secretary, only men are eligible to vote.
- 11.1.3.3 The election of the MANAGEMENT EXECUTIVE COMMITTEE and Selection Committees, a notice calling for nominations shall be placed on THE CLUB notice board not later than two (2) weeks prior to the Annual General Meeting. Nominations shall be inscribed in the appropriate column and shall be signed by the Nominee, Proposer and Secunder.  
  
Nominations shall close seventy two (72) hours prior to the commencement of the Meeting and further nominations will not be accepted unless nominations fall short of the requirements in which case nominations may be accepted from the floor and these only for the election of such additional Members as may still be required.
- 11.1.3.4 Determining the level of Entry Fees, Subscriptions and Levies for the forthcoming year.

## 12. SPECIAL GENERAL MEETINGS

- 12.1 Special General Meetings may be convened at any time by the EXECUTIVE COMMITTEE.
- 12.2 Upon receiving a request for a Special General Meeting signed by not less than fifteen (15) *bona fide* Members i.e. those Members as classified under Section 5, sub-sections 5.1, 5.2 and 5.3, the President shall call such a Meeting within twenty eight (28) days. The requisition shall state the purpose for which the Meeting is to be called.
- 12.3 At all Special General Meetings only the business contained in the notice convening the Meeting will be considered.
- 12.4 Business conducted at an Annual General Meeting may, where circumstances require, be conducted at a Special General Meeting provided the relevant period of notice has been given.

## 13. EXECUTIVE COMMITTEE MEETINGS

- 13.1 Committee Meetings shall be held monthly.
- 13.2 Special Committee Meetings may be convened by the President at any time or by request of any seven (7) Members of the EXECUTIVE COMMITTEE.
- 13.3 Should any Member fail to attend three (3) consecutive monthly Meetings without leave of absence, they may, at the discretion of the EXECUTIVE COMMITTEE cease to be a Member of such committee.

## 14. ADJOURNMENT OF MEETINGS

The Chairperson at any Meeting of THE CLUB or EXECUTIVE COMMITTEE may, with the consent of the Meeting, adjourn same. No business shall be transacted at the resumption of the Meeting other than the business left unfinished from the Meeting at which the adjournment took place.

## 15. NOTICES OF MOTION FOR GENERAL MEETINGS

Notices of Motion must reach the Secretary at least fourteen (14) days before the date set for the General Meeting at which they are to be submitted.

## 16. ALTERATIONS TO THE CONSTITUTION

- 16.1 No alteration to the Constitution shall be made unless:

- 16.1.1 They be made at a General Meeting for which the relevant period of notice has been given.
- 16.1.2 They be passed by not less than two-thirds of the Members present entitled to vote and voting.
- 16.1.3 The alterations are approved by the BOARD OF TRUSTEES of the SWCC and the Executive of the WPBA.

**17. NOTIFICATION OF GENERAL MEETINGS**

Notification of all General Meetings shall be posted to each Member by ordinary or electronic mail or any other universally accepted method of communication and such notification with Agenda shall be placed on THE CLUB notice board at least twenty one (21) days prior to the date of the Meeting. The omission of such notifications to any Member shall not invalidate the Meeting.

**18. CHAIRPERSON AT MEETINGS**

At all General and Committee Meetings, the President and in his/her absence, the Vice-President shall take the chair. If both are absent a Chairperson shall be elected from among the Members present.

**19. MINUTES**

Minutes shall be kept at all General and EXECUTIVE COMMITTEE Meetings.

**20. QUORUM AT MEETINGS**

- 20.1 General Meeting, at least twenty five percent (25%) of the total Membership as specified under Section 5, sub-sections 5.1, 5.2 and 5.3, shall be present.
- 20.2 Committee Meetings, at least seven (7) shall be present.
- 20.3 Selection Committee Meetings, at least three (3) shall be present.
- 20.4 Competitions, Greens and other Sub-Committee Meetings, at least two (2) shall be present.

**21. VOTING AT MEETINGS**

- 21.1 No Members shall be entitled to vote if any Subscription, Levy, Competition Fee or any other dues owing by them to THE CLUB remain unpaid or in arrears unless specifically sanctioned by the EXECUTIVE COMMITTEE.
- 21.2 No Member whose Membership is under notice of termination shall be entitled to vote on matters concerning Club policy or strategy.
- 21.3 No Member shall be entitled to vote if any Subscription and/or Levy due by them to THE CLUB is unpaid and in arrears.
- 21.4 All proposals shall be decided by a show of hands unless a ballot be demanded by at least ten (10) Members present. The declaration of the result by the Chairperson shall be conclusive.
- 21.5 In the event of an equality of votes, the Chairperson at all Meetings shall have a casting vote in addition to his/her deliberative vote.

**22. EXECUTIVE COMMITTEE**

- 22.1 The EXECUTIVE COMMITTEE shall consist of twelve (12) Members as previously set out and shall have the power to fill any vacancy occurring in the EXECUTIVE COMMITTEE or any other Committee during its term of office.

22.2 By virtue of his/her office, the President shall be an *ex officio* Member of all Committees and Sub-Committees in addition to the elected Members of such Committees.

22.3 As soon as possible after the Annual General Meeting the EXECUTIVE COMMITTEE shall appoint:

22.3.1 A Greens Committee with power and duties as set out hereinafter.

22.3.2 Ladies and Men's Competitions Committees with powers and duties as set out hereinafter.

22.3.3 A Catering Committee with powers and duties as set out hereinafter.

22.3.4 Delegates and Alternates to the WPBA, as required by them. Such delegates shall be Members of the EXECUTIVE COMMITTEE.

22.3.5 Delegates to other Associations if and when the EXECUTIVE COMMITTEE considers such representation necessary.

22.3.6 A suitably qualified person(s) to oversee any repairs and/or maintenance which may be required to the Clubhouse and/or equipment therein.

22.4 **THE DUTIES OF THE EXECUTIVE COMMITTEE SHALL BE TO:**

22.4.1 Transact all the business of THE CLUB.

22.4.2 Control all the finances in the best interests of THE CLUB.

22.4.3 Carry out all such acts as may be considered to be in the best interests of THE CLUB.

22.4.4 Arrange entries, draws, conditions of play and catering for all Open Competitions run by THE CLUB.

22.4.5 Make, alter or repeal any Bye-Laws which it may deem necessary provided they do not conflict with the Constitution and/or Rules of THE CLUB or the WPBA. Any such changes to the Bye-Laws shall be binding on all Members but must be ratified or rejected at the next General Meeting.

22.4.6 In any matter requiring immediate attention, the President and two (2) other Members of the EXECUTIVE COMMITTEE shall have the power to deal with the matter as they think fit and shall report their action to the next Meeting of the EXECUTIVE COMMITTEE.

23. **COMPETITIONS COMMITTEE**

23.1 There will be two (2) Competitions Committees (Men's and Ladies) and each shall consist of the Competitions Secretary, elected at the Annual General Meeting in accordance with section 11, sub-section 11.1.3 and two (2) other Members of appropriate gender appointed by the EXECUTIVE COMMITTEE on the recommendation of the Competitions Secretaries.

23.2 The duties of the Competitions Committees shall be to:

23.2.1 Arrange the entries, Entrance Fees, draw, and closing dates of all Closed Competitions applicable to their respective sections, which have been approved by the EXECUTIVE COMMITTEE.

23.2.2 Co-opt any Member or Members to run or assist in running any of the Competitions or part thereof.

24. **SELECTION COMMITTEES**

24.1 There will be two (2) Selection Committees (Men's and Ladies) and each shall consist of five (5) Members elected at the Annual General Meeting in accordance with Section 11, sub-section 11.1.3 and shall hold office for the ensuing year.

- 24.2 All Members shall be eligible for selection to the Selection Committees irrespective of playing position or holding other office.
- 24.3 The Duties of the Selection Committees shall be to carry out the following duties in relation to their respective sections:
- 24.3.1 Elect from among themselves one (1) Member to act as Convenor who shall be responsible to the EXECUTIVE COMMITTEE on the findings of the Selection Committee.
- 24.3.2 Select all teams to represent THE CLUB in competitive bowls.
- 24.3.3 Allocate a grading and handicap to every playing Member.
- 24.3.4 Should any Member have offered themselves for selection to participate in the South African National Fours, they shall not serve on the Committee to select the team for that tournament. If the remaining selections are insufficient to form a quorum, the EXECUTIVE COMMITTEE shall appoint additional Temporary Members of appropriate gender to form a quorum.

## 25. **GREENS COMMITTEE**

- 25.1 The Greens Committee shall consist of the Greens Manager, elected at the Annual General Meeting and two (2) other Members appointed by the EXECUTIVE COMMITTEE on the recommendation of the Greens Manager.
- 25.2 The duties of the Greens Committee shall be to:
- 25.2.1 Endeavour to keep the Greens in proper playing condition and to maintain the grounds, sheds and equipment in good order.
- 25.2.2 Supervise all labour employed by THE CLUB for use on the Greens.
- 25.2.3 Advise the EXECUTIVE COMMITTEE of the necessity to purchase new machinery and other requirements.
- 25.2.4 Record all treatment carried out on the Greens.
- 25.2.5 Appeal to the umpire for play not to begin or having begun to cease, in any Competition, where in the opinion of the Member on duty, damage may result to the Greens. If Competitions are not involved, the Greens Manager shall be the sole arbiter of whether any rink or green is fit for play.
- 25.2.6 The Greens Manager shall be empowered to co-opt where deemed necessary, any Member or Members to assist in the fulfilment of routine duties.

## 26. **CATERING COMMITTEE**

- 26.1 The Catering Committee shall consist of the Catering Manager, elected at the Annual General Meeting and two (2) other Members appointed by the EXECUTIVE COMMITTEE on the recommendation of the Catering Manager.
- 26.2 The duties of the Catering Committee shall be:
- 26.2.1 To arrange Catering Duty Rosters.
- 26.2.2 To ensure that adequate stocks of general Club consumables are available and arrange the purchasing of same.
- 26.2.3 To organise the catering for all Club events at which this service is required.
- 26.2.4 To co-opt additional Members for assistance where circumstances require it.

27. **BAR MANAGER**

Shall be responsible for the efficient functioning and stock control of the Bar at all times as determined by the EXECUTIVE COMMITTEE and, in conjunction with the Treasurer, determine pricing structures for ratification by the EXECUTIVE COMMITTEE.

28. **LADIES/MEN'S PLAYER LIAISON OFFICER**

Shall be responsible for the general well being of Members *inter alia* Members' interests vs. THE CLUB's interests, Public Relations, Communications, Entertainment and Marketing. In this capacity shall be empowered to form Sub-Committees in any area deemed appropriate in order to create a more inclusive and participative Membership.

29. **PROPERTY MANAGER**

Shall be responsible for general protocol in and around THE CLUB *inter alia*, for ensuring that the Clubhouse and facilities are maintained in a pristine and operational condition and in collaboration with the Greens Manager, he will be responsible for the creation and maintenance of spectator areas. He shall be empowered to co-opt other Members for assistance where circumstances require it.

30. **CLUB PREMISES**

THE CLUB premises which comprise the Clubhouse, Greens, Surrounds and other facilities are reserved for the exclusive use of Club Members as interpreted in Section 5.

31. **LIABILITY FOR INJURIES AND LOSS OF PROPERTY**

Any person entering the grounds or premises of THE CLUB does so entirely at their own risk and THE CLUB shall not hold itself responsible for loss of life, injuries or illness, nor for the loss of any property of whatever nature, caused through any of its activities, under any circumstances.

32. **COMPLAINTS**

All formal complaints shall be made in writing to the Secretary.

33. **INTERPRETATION**

In case of doubt as to the meaning or interpretation of the Constitution or Bye-Laws, The Chairperson at the General Meeting or at any other times the EXECUTIVE COMMITTEE, shall be the final arbiter and the decision of the Chairperson or the EXECUTIVE COMMITTEE as the case may be, shall be binding on all Members.

## **BYE-LAWS**

### **1. DRESS**

- 1.1 Dress Rules shall be as laid down by BSA and WPBA, however ordinary clothing may be worn by Members practising in the morning (up to 1pm) on Weekdays, Saturday Mornings and Sunday mornings, Tabs-in or after 4pm on any day or as determined by the EXECUTIVE COMMITTEE.
- 1.2 The Dress Rules for floodlit bowls will be determined by the Competitions Secretaries in conjunction with the EXECUTIVE COMMITTEE, on an *ad hoc* basis depending on the nature of the particular event.
- 1.3 Only persons wearing the regulation footwear will be allowed on the Greens.
- 1.4 No exception to dress is allowed when there is any WPBA or other Open Competition being played at THE CLUB unless matches are played on a separate Green altogether.
- 1.5 A minimum standard of dress is applicable within the Clubhouse and the EXECUTIVE COMMITTEE reserves the right to bring this to the attention of anyone whose dress is considered to be inappropriate and does not meet the standard required.
- 1.6 Any changes to the Dress Rules for representative teams/sides must be approved at a General Meeting and must conform to that registered with the WPBA.

### **2. CHILDREN**

- 2.1 Shall not be allowed within the Greens enclosure unless accompanied by an adult and shall under no circumstances be allowed to lie on or play on the Greens or the banks of the Greens.
- 2.2 Shall not be allowed in the Clubhouse unless accompanied by an adult and shall, under no circumstances be allowed in the Bar area.

### **3. ANIMALS**

- 3.1 Dogs and any other animals will not be allowed within the Greens enclosure unless on a lead and under proper control.
- 3.2 Under no circumstances will they be allowed in the Clubhouse.

### **4. NON-AFFILIATED PLAYERS**

Bowlers who are not Members of a Club affiliated to BSA will be permitted to use the Greens as visitors at the discretion of the EXECUTIVE COMMITTEE for a period not exceeding one (1) month.

### **5. NEW PLAYERS**

- 5.1 A *bona fide* candidate for Membership who has never previously belonged to a Bowls Club must attend the Clinic or receive similar coaching. It is at the discretion of the EXECUTIVE COMMITTEE, on the recommendation of the Clinic Convenor as to when such Member is permitted to take part in organised play.
- 5.2 On the expiry of a maximum of two (2) months they must decide whether to apply for full Membership. Should they play organised bowls during that time they will be required to pay a Visitor's Green Fee.

## **6. MINIMUM STANDAND OF COMPETENCE**

If in the considered opinion of fellow bowlers, it is reported that the standard of play of any Member be consistently below acceptable norms, to the extent that it has an adverse effect on the game of other Members, the EXECUTIVE COMMITTEE shall, if deemed necessary and in the interest of all concerned, respond to such reports by requesting such bowler to attend the Clinic for a period to be determined by the Clinic Convener.

## **7 LADIES/MEN'S BOWLING DAYS**

- 7.1 Segregated Ladies/Men's bowls shall he played on Wednesdays.
- 7.2 Mixed bowls shall be played on all days other than Wednesdays (see 7.1) on the express understanding and acceptance that players' official Club grading may be temporarily adjusted to suit the circumstances and requirements of mixed bowls on that day.
- 7.3 The Tabs Officer on duty shall be the sole arbiter in determining the grade adjustments necessary on that day in order to arrive at the correct competitive balance, in the interests of all Members.
- 7.4 Notwithstanding the above, the Ladies/Men's Selection Committee together with the Advanced Coaching Convenors shall have the authority to determine and agree additional segregated practice days if this is deemed to be in the best interests of THE CLUB.
- 7.5 All Members in good standing are entitled to play on any day subject to the provisos above and the normal provisos governing the availability and fitness of the Greens.

## **8. ALLOCATION OF RINKS**

The Member on duty shall allocate rinks in the order as set out on the blackboard by the Greens Manager and this order shall be adhered to by Members playing Tabs-in or practising.

## **9. WHEN THERE ARE MORE PLAYERS THAN AVAILABLE RINK SPACE**

- 9.1 Lady Members will receive preference on Thursdays.
- 9.2 Male Members will receive preference on Wednesdays.
- 9.3 The selection criteria for the available rinks will be done on a "last in" "first out" basis, as determined by the Tabs Officer on duty having regard to rule 9.1 and 9.2 above.
- 9.4 Visitors will be accommodated when rink space is available.
- 9.5 Club Competitions already booked will receive preference over Tabs-in.

## **10. CLUB COMPETITIONS**

- 10.1 Notice of all Competitions must be written on the Notice Board, twenty four (24) hours prior to the time set for such Competition.
- 10.2 They may be played on Saturday mornings and normal Tabs-in times.
- 10.3 They may be played outside these times on condition that the Greens Manager or his Deputy is in agreement.

## **11. HOURS OF PRACTICE**

- 11.1 No practise is allowed when:
  - 11.1.1 The Greens Manager has closed the Greens due to weather conditions or maintenance work.
  - 11.1.2 The EXECUTIVE COMMITTEE or WPBA requires the Greens for certain special events, except where one (1) complete Green is not being utilised.

- 11.1.3 During any Competition organised by the EXECUTIVE COMMITTEE, HHBA or WPBA, except where one complete Green is not being utilised.
- 11.2 Practise is permitted on available Greens by Members wearing informal dress on:
  - 11.2.1 Mornings from Monday to Sunday up to 1pm subject to the Greenkeeper's approval
  - 11.2.2 Afternoons from Monday to Sunday after 4pm subject to the Greenkeeper's approval.
- 11.3 Practise is permitted on available rinks by Members wearing regulation dress:
  - 11.3.1 At any time providing a rink is available and it does not conflict with Tabs-in or other matches.
- 11.4 Any Member practising shall return their mats and jacks to the shed alongside "A" Green or the Clubhouse. Members wishing to practise when the shed and the Clubhouse are locked shall bring their own equipment.

## 12. **BOUNCE AND ARRANGED GAMES**

- 12.1 All types of Bounce and Arranged games may be played at any time when rinks are available with the exception of playing sessions when Open Competitions are being played.
- 12.2 The names of all players in Bounce or Arranged games must be entered on the appropriate notice board before the day of play.
- 12.3 No Member or visitor may play in more than a total of one (1) Bounce or Arranged games in any consecutive period of four (4) weeks.
- 12.4 Normal Dress Rules apply to Bounce or Arranged games regardless of the time.

## 13. **CLUB COMPETITIONS - GENERAL**

- 13.1 PREAMBLE: Club Competitions are the heart and soul of any Club. It is the stage that hosts the most serious of challenging confrontations as we test ourselves against those who would be King! Within the spirit of these Competitions, the Rules intend that the Members making up a team that starts a Competition, should ideally be together throughout and complete the Competition together.
  - 13.1.1 The Entry Fee for each Competition will be laid down by the EXECUTIVE COMMITTEE and must accompany the entrance form. In the case of the Nominated Pairs and Mixed Pairs, the Skip is responsible for the team entrance Fee which must accompany the entrance form.
  - 13.1.2 Entry Fees will not be refundable for withdrawals, disqualification or scratchings.
  - 13.1.3 The player whose name appears first on the Draw Chart shall be regarded as the challenger for that match and shall be responsible for the initial arrangement to play the match.
  - 13.1.4 The Competitions Committee will fix the closing dates of the various rounds. Any applications for extensions shall be entirely at the discretion of the Competitions Committee.
  - 13.1.5 The Competitions Committee may grant a walkover to players who, in their opinion, have not been responsible for the non-completion of matches and will scratch both players or teams when they are considered to have been equally responsible.
  - 13.1.6 In all Drawn Competitions any replacement or substitute must be approved by the Competitions Committee and shall not have a grading higher than the player they replace nor can they have previously played in the same Competition.
  - 13.1.7 All rounds of Club Competitions shall be played on a knock-out basis, however on the occasions when there are insufficient entries in a particular Competition to make it viable, the EXECUTIVE COMMITTEE, on the recommendation of the Competitions Committee, may permit that particular Competition can be played on a Round Robin basis.

13.1.8 In all Single Matches, Markers will be allocated by the Competitions Committee for the first round, thereafter, losers in the various rounds will be expected to perform marking duties for the subsequent round.

13.1.9 Entry Fees that are deemed to be properly due and payable, but remain unpaid at the end of any Competition, will automatically disqualify the offending party/parties from future Club Competitions.

13.1.10 Decisions by the Competitions Committee, after discussion with the EXECUTIVE COMMITTEE, shall be binding on all competitors.

### 13.2 **SINGLES CHAMPIONSHIP**

13.2.1 Any Member who intends to play in the Singles Championship of another Club affiliated to the WPBA shall not be eligible to enter the Singles Championship of THE CLUB.

13.2.2 The winner of THE CLUB's Singles Championship must be prepared to play in the WPBA Champion of Champions.

### 13.3 **SINGLES HANDICAP**

13.3.1 The difference in handicaps shall be added to the number of shots required by the player with the lower handicap.

13.3.2 All matches shall be based on 21 shots with the player having the higher handicap needing 21 shots to win and the player having the lower handicap needing 21 shots plus the difference in handicap.

13.3.3 Players will retain the handicap they have at the time of the draw, throughout the Competition.

### 13.4 **SENIOR SINGLES CHAMPIONSHIP**

13.4.1 Members who have attained the age of sixty (60) years on or before 15 October of the season during which the Competition is being played shall be eligible to enter.

13.4.2 All matches shall be of 21 shots.

### 13.5 **NOVICE SINGLES CHAMPIONSHIP**

13.5.1 A Member shall be eligible to enter provided that at the date of the draw they have been bowling for a period not exceeding three (3) full seasons. Notwithstanding the above any Member who has previously won this Competition shall not be eligible to enter.

13.5.2 All matches shall be of 21 shots.

### 13.6 **DRAWN PAIRS, NOMINATED PAIRS AND NOMINATED MIXED PAIRS**

13.6.1 Either player may Skip in any one match.

13.6.2 All matches shall be of 21 shots.

### 13.7 **DRAWN TRIPS**

13.7.1 Where unavoidable, the substitution or replacement of one player only in each round will be permitted on the strict understanding that at no stage during play will any team contain more than one substitute or replacement. The team that actually plays in the final match will be regarded as the team qualifying for any award, unless otherwise agreed by the Competitions Secretary.

13.7.2 Each player shall play 3 bowls.

13.7.3 All matches shall be of 18 ends.

13.8 **DRAWN FOURS**

13.8.1 Where unavoidable, the substitutions or replacement of one player only in each round will be permitted on the strict understanding that at no stage during play will any team contain more than one substitute or replacement. The team that actually plays in the final match will be regarded as the team qualifying for any award, unless otherwise agreed by the Competitions Secretary.

13.8.2 All games shall be of 21 ends.

14. **SMOKING**

Under no circumstances will smoking be permitted in the Clubhouse which includes the Office, Kitchen, Toilets, and Bar area. Members/Visitors wishing to smoke must confine themselves to the designated areas.