



**AFFILIATED CLUBS
USEFUL INFORMATION
BOOKLET 4**

**ISSUE A
TOPICS 18 TO 37**

APRIL 2010

Useful Information for Clubs



Index: March 2010

Subject	
Spare	Topic 18
Spare	Topic 19
Spare	Topic 20
Spare	Topic 21
Indemnity Clause	Topic 22
Spare	Topic 23
Insurance - General	Topic 24
Insurance – Civil Liability	Topic 24a
Liability Insurance – Frequently Asked Questions	Topic 24b
Licensing Act	Topic 25
Loans and Grants	Topic 26
Local Government	Topic 27
Business Rate Valuations	Topic 28
Minute Taking	Topic 29
National Minimum Wage	Topic 30
National Minimum Wage – Tax Implications	Topic 30a
Organising Bodies within Bowls	Topic 31
Performing Right Society Music Licence	Topic 32
Planning and Building Regulations	Topic 33
Protecting your Club – Checklist	Topic 34
Smoking – General Information	Topic 35
Tour and Travel Arrangements	Topic 36
Umpires and Markers	Topic 37

Useful Information for Clubs



Topic 23: Indemnity Clause

INFORMATION

IT IS NOT RELEVANT FOR LIMITED COMPANIES

Draft INDEMNITY CLAUSE for **UNINCORPORATED ONLY** County Associations and Member Clubs.

‘Each member¹ of the [County Association]² [Club]³ shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the [County Association] [Club], which may lawfully be so applied, against all costs, expenses and liabilities whatsoever incurred by such person in the proper execution and discharge of duties undertaken on behalf of the [County Association]⁴ [Club]⁵ or arising therefrom, or incurred in good faith in the purported discharge of such duties’

This clause is not suitable for use by a club or county association constituted as a company.

Drafted by: Miller Parris, Solicitors, Worthing, West Sussex (Ref: RR/JAB/Eng0036)

¹ This may be extended to employees if you wish to offer this protection

² Delete as appropriate

³ Delete as appropriate

⁴ Delete as appropriate

⁵ Delete as appropriate

Useful Information for Clubs



Topic 24: Insurance - General

INSURANCE

(For County Associations, Affiliated Bowls Clubs and other Associated Organisations)

INTRODUCTION

Secretaries should know the insurance connected with any sports activity is rather a specialised area. Most Secretaries are busy people and have not got the time to worry about something that is only a small, though important, part of their responsibilities. Because it involves so many different types of insurance – premises, contents, accidents to people and property etc. and other types of risk, Clubs/Associations may find the following summary of insurance cover available useful and gear them to the requirements of Clubs/Associations.

CIVIL LIABILITY INSURANCES

Civil Liability Insurance, commonly known as Third Party Insurance, provides protection against the consequences of liability for injury or damage arising out of the actions of the Insured. The Association, Executive, Officials, Clubs, Members and Voluntary Helpers should all be covered. Additionally, Officials and Members at all levels could find themselves held *personally responsible* for court costs and damages awarded where an action has been brought against the Club/Association for negligence – it is essential that adequate *Directors' and Officers' Liability* insurance is also arranged to avoid such consequences.

Unfortunately, Liability insurance arranged within the general insurance market is invariably based on a standard commercial insurance policy with wording and exclusions not best fitted to the real needs of Sports Bodies. Such cover would only provide protection in the event of an accident, ie a single defined event, and quite possibly exclude 'deliberate acts'. Within sport, losses and injuries can occur over a period, be attributable to errors or omissions in instruction or other advice and consequently not insured under usual policy wording. Likewise instruction and advice is nothing if not deliberate and any such exclusion is not acceptable.

The cover, therefore, should include Liability to the public at large plus Member-to-Member Liabilities, Leased or Rented Premises, Trespass, Nuisance and similar problems, along with the interests of Principals, such as Leisure Centre Proprietors and Authorities. It should also include Liability arising out of Errors or Omissions in advice, which results in injury or financial loss along with Libel, Slander and Fraud Liability.

Libel and Slander are not usually associated with Sports Club activity but good humoured banter after the game in the bar can, when printed in the Club Newsletter, minutes or on the Web-site and viewed in the sober light of day, may be taken differently! People become more sensitive and it is not unusual for those who take offence to consult Lawyers and commence actions for libel.

Product Liability should also be insured – essential cover following Consumer Protection Legislation which holds suppliers responsible for injury or damage caused by a defect in a product sold or supplied by them whether they have been negligent or not. This particularly applies to refreshments, but can equally embrace kit, equipment, uniforms etc.

Similarly, where a Club/Association has organised a major event with a financial commitment, should the appropriate funds 'disappear' there could be a liability to others who have incurred costs.

General Third Party insurance *does not go far enough* to provide complete protection to Clubs/Associations. In the main it is designed to cover liability arising out of faulty premises. Clubs/Associations must ensure that the widest possible cover is in place.

Useful Information for Clubs



Topic 24: Insurance - General

EMPLOYERS' LIABILITY

Clubs/Associations are required by law to have employers' liability insurance for people who they employ. However, people who Clubs/Associations normally think of as self-employed may be considered as employees for the purposes of employers' liability insurance. Whether Clubs/Associations choose to call their contract a contract of employment or a contract for services is largely irrelevant. What matters is the real nature of the Clubs/Associations relationship with the people who work for them and the degree of control the Clubs/Associations have over the work they do.

In general, Clubs/Associations may need employers' liability insurance for someone who works for them if any **or** all of the following apply:

- Clubs/Associations have the right to control where and when they work and how they do it; (*This could and probably will include volunteers*);
- Clubs/Associations supply most materials and equipment;
- Clubs/Associations have a right to any profit their workers make although Clubs/Associations may choose to share this with them through commission, performance pay or shares in the company. Similarly, Clubs/Associations will be responsible for any losses;
- Clubs/Associations deduct national insurance and income tax from the money they pay them;
- Clubs/Associations require that person only to deliver the service and they cannot employ a substitute if they are unable to do the work;
- they are treated in the same way as other employees, for example if they do the same work under the same conditions as someone in the Clubs/Associations employ.

SUM INSURED

For Employers' Liability, the Law calls for £10m limit, but for Public/Products Liability and Instructor Indemnity we advocate a minimum cover of £5m for any one occurrence recognising the high awards now being made in the Courts.

INTERESTS OF OTHER PARTIES

The vast majority of Sports Associations rely on other bodies for accommodation and facilities, eg Local Authorities, Schools, Leisure Centres, etc. Individuals must not expect their insurance to cover them as a Sports Association or user and nowadays it is common practice for such Principals to insist that Clubs/Associations insurance be suitably extended to include their interest. Clubs/Associations will be required to sign contracts for leasing and use of facilities and Clubs/Associations must ensure that their Liability Insurances are extended to include contractual obligations and the interests of all Principals. Where Crown premises are involved Clubs/Associations may be called upon to sign a special indemnity but Clubs/Associations must confirm that this is in order with their insurance advisers.

DISCLAIMERS

Do not rely on disclaimers. The Unfair Contract Terms Act does not allow anyone to sign away his or her legal rights for redress if someone is liable for causing injury or death. Whilst they can discourage injured people from bringing claims, disclaimers can never replace adequate insurance cover. Better still, the best course of action, wherever possible, is to act at all times with reasonable care in order to avoid causing damage or injury and being found negligent.

March 2010

Useful Information for Clubs



Topic 24: Insurance - General

CIVIL LIABILITY PROTECTION

Bowls England has in force, through their Insurance Broker, Perkins Slade Ltd (who are specialist advisors to the Central Council for Physical Recreation), a 'Civil Liability Insurance' scheme. This provides Public Liability insurance cover specially designed for bowls activities and as well as covering the normal indemnity requirements, also included is the vital extension of Libel and Slander.

A considerable number of Clubs and Associations have already joined the scheme. This valuable cover should be a necessity, even for the smallest club. If Clubs/Associations require Civil Liability Protection, please refer to the National Year Book / www.bowlsengland.com . Go to News and useful documents, BE Insurance for the current premium that is inclusive of Insurance Premium Tax and Administration Fee. If 'Employers Liability' is required, this can be included. Again, please refer to the National Year Book / www.bowlsengland.com . Go to News and useful documents, BE Insurance, for the current premium.

PLEASE NOTE THAT THIS IS A SERVICE PROVIDED BY BOWLS ENGLAND AND IN ACCORDANCE WITH THE FSA REGULATIONS, BOWLS ENGLAND ARE NOT ALLOWED TO CHARGE FOR THIS SERVICE.

****IMPORTANT INFORMATION****

Currently, to be eligible for insurance through the BE scheme, a Club or Association MUST be affiliated to Bowls England.

Currently, All BE Civil Liability Insurance Policies run from 1st April each year. Please note that a full year's premium will need to be paid regardless of which stage of the year Clubs/Associations join the scheme. Our premiums are NOT calculated on a pro-rata basis.

Members joining the scheme will be granted cover upon receipt of a completed application and the appropriate remittance. Further details and an application form are available from the BE Headquarters, Lyndhurst Road, Worthing, West Sussex BN11 2AZ. Telephone: 01903 820222.

PROPERTY EQUIPMENT AND TROPHY INSURANCE

Buildings, fixtures and fittings, office machines, other contents, trophies, stock, property held in trust and employees personal effects could all be insured against some or all of the following risks:

- I. Fire, Lightning, Explosion, Earthquake.
- II. Storm, Flood, Burst Pipes and Impact.
- III. Riot and Malicious Damage.
- IV. Theft.
- V. Accidental Damage and Subsidence, although this will call for a substantially higher premium.

Clubs/Associations should contact their insurer with regards to any excess required in respect of all risks other than Fire or Subsidence cover.

It is also advisable to provide for increased costs of operation, ie alternative premises, reinstatement of records and, if required, loss of income following an insured mishap. Theft cover will normally be limited to where there is forcible or violent entry to the premises.

Useful Information for Clubs



Topic 24: Insurance - General

Computer Insurance cover usually calls for separate consideration where there are additional risks such as increased cost of working, possible recompilation of records and compatibility problems where newer technology is involved.

LOSS OF MONEY

Whilst cash is most attractive to thieves, Money cover will also normally include cheques, stamps, luncheon vouchers etc and differing limits will apply to the normal cover:

- I. In premises when closed for business.
- II. In the Dwelling of a specified Official or Committee Member.
- III. In a locked safe or whilst in transit to and from the bank or at any other time.

Most policies can be extended to include Personal Accident, Damage to Clothing and Personal Effects following assault on officials or employees.

DISHONESTY OF OFFICIALS

Theft by employees, Officers or Officials requires separate cover to theft by outsiders. Known as Fidelity Guarantee Insurance this must be considered where large amounts of cash are regularly handled. Losses can build up over a period of time rather than be attributed to a single event and Insurers need comprehensive proposal details before providing cover.

TRAVEL INSURANCE

Standard insurance cover provided by Travel Agents can carry exclusions which relates particularly to sporting activity where high level competitive effort is called for. Some sports would be excluded entirely and careful attention should be paid to this detail. Specialist Insurance Brokers should be able to provide Travel Insurance for specific sports.

Cover should provide Medical Expenses up to at least £1/2 M, Loss of Baggage and Personal Effects including Money, Cancellation or Curtailment charges, Travel Delay expenses and Costs of Additional Accommodation because of failure of public transport. Personal Accident cover along with Personal Liability is also covered and some Policies include indemnity for Loss of Passport and Hi-Jack/Kidnap compensation.

EVENT CANCELLATION

It is possible to incur substantial losses in the event of cancellation of a special event and this insurance cover should be arranged well in advance. Where outdoor events are 'rained off' special 'Pluviosus' cover can be arranged but in all cases consideration should also be given to any commitment made to Sponsors etc.

INSURANCES FOR THE INDIVIDUAL SPORTS PERSON

Personal Insurance arrangements can be readily made either direct with a company or through intermediaries such as building societies, banks or insurance brokers. Household Insurance which forms the cornerstone of most requirements can be readily extended to include sports equipment and should automatically include Personal Liability which will normally not exclude sports activity. The family of

Useful Information for Clubs



Topic 24: Insurance - General

the Householder living at home is automatically included, but once an offspring leaves home there is a need to make separate arrangements.

The needs of the individual sports person are:

LIABILITY INSURANCE

Personal Liability will probably be provided by Household Insurance where this exists, but only covers them as a private person. Where individuals are a member of a club there could well be a need for collective insurance and certainly, where instruction or coaching is provided, far wider Public Liability cover is required. Clubs/Associations should check and ensure that the Club carries this Public Liability Insurance.

INSTRUCTOR/COACH LIABILITY

Standard Public Liability is insufficient to adequately protect coaches/instructors who operate professionally, ie are paid a fee, or on a voluntary basis for no recompense within their club. Most policies specifically exclude 'advice given for a fee', some carry a 'deliberate act' exclusion wording and all provide cover arising out of an 'accident or occurrence' only.

It is quite possible for errors or omissions in coaching to lead to gradually developing injuries, which would not be insured under standard cover. Coaching associations may provide special Instructor Indemnity on behalf of all their coaches, but if this is not the case, individual coaches need to make their own arrangements.

PERSONAL ACCIDENT INSURANCE

The ideal arrangements are Governing Body Schemes embracing **ALL** members where substantial benefits can be provided at quite a low cost. Where, however, anyone feels that higher benefits based on a broader time scale (for example 24 hour Personal Accident Insurance rather than when just participating in sport), individual arrangements can be made with Clubs/Associations Insurance Company or Broker. It is only in the event of a particularly hazardous sporting activity that the need for specialist advice will arise.

SPORTS EQUIPMENT

Insurers automatically call for a high minimum premium to issue any single policy and consequently where relatively modest values of equipment are concerned, Household Insurance should be used for this cover. In certain circumstances Governing Bodies have arrangements for members Equipment Insurance and they should be able to help Clubs/Associations.

SUMMARY

Insurance can, and should be relatively simple, but please ensure that Clubs/Associations communicate fully and openly with their Insurance Company or Broker. Do not think that by omitting certain facts Clubs/Associations will save money – Clubs/Associations could well find themselves without cover in the event of a claim.

Read the Clubs/Associations Policy or Certificate and make sure it is what Clubs/Associations need. The Clubs/Associations Insurance Company or Broker should be quite happy explaining matters to Clubs/Associations and clarifying points which appear obscure.

Useful Information for Clubs



Topic 24: Insurance - General

Keep an Accident/Incident Register readily available where details can be recorded. See attached specimen format.

Please remember that there is always strength in numbers and cover arranged through the Governing Body is bound to be wider in scope and more economical than any individual arrangements Clubs/Associations can make.

Perkins Slade Ltd operate *a club insurance scheme*. In these highly regulated days, a form needs to be completed in order to obtain a quotation, however this can be obtained by telephoning the specialist sports department of Perkins Slade Ltd on 0121 698 8050.

BOWLS ENGLAND

ACCIDENT / INCIDENT REGISTER

INCIDENT RECORDING GUIDELINES

We would recommend that a designated person within a Club or Association's organisation is made responsible to record any reportable accident. Records must be kept for at least 3 years. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- Date and time of accident.
- As regards a person at work – full name; occupation; nature of injury; age.
- As regards a person not at work – full name; status [eg customer]; nature of injury; age.
- Place where accident occurred.
- A brief description of the circumstances.
- Method by which the event was reported.

NOTES

No admissions of liability or responsibility should be made either verbally or in writing to any likely claimant. This could prejudice the Club or Association's Insurers in dealing with a claim.

It is suggested that the Register be kept in a readily available position for the details to be recorded promptly.

Should a claim be notified in writing, forward this immediately, unanswered and request an Incident Notification Advice Form.

March 2010

Useful Information for Clubs



Topic 24a: Bowls England Civil Liability Insurance Scheme

Bowls England: Civil Liability Protection

The information supplied in this Topic is based on information supplied by Perkins Slade Ltd.

This document is produced to highlight the Liability cover that Counties / Associations / Clubs should have as a minimum requirement.

Scope of Cover

Cover is intended for Clubs, County Associations and Affiliated Members as defined by the Bowls England Constitution and Rules.

Insurance Policies are **not** transferable.

Clubs who have formed themselves into a league will require a separate policy issued in the name of the League.

For other activities consult the Bowls England Website and Topic 24a – Frequently Asked Questions.

All Bowls England Members, including players, coaches, Officials, volunteers and casual helpers, have a responsibility to ensure that anything they do does not cause injury or financial loss to others or damage property.

If they do, and negligence is proven, they could become legally liable to pay compensation.

Accidents in bowls can and will happen, and in this age of litigation – ‘no win-no fee’ – both Clubs, Associations and their members are vulnerable to claims that can sometimes involve very large sums of money.

Appropriate cover is therefore essential and, indeed in excess of £90,000 has been paid by insurers during the last five years, in settlement of liability claims for Bowls England Affiliated clubs.

Inclusions

Public and Products Liability: provides protection in the event of a club member negligently causing damage to property/injury or financial loss to another person regardless of whether that person is a club member or member of the public.

Libel and Slander: included to provide protection for Counties/Associations/Clubs comments on web sites and correspondence, including e-mails, etc.

Professional Indemnity: to provide cover for advice given which is excluded by most Public Liability covers. **NB:** Coaches and Umpires who provide coaching and umpiring outside their own club need separate cover at present.

Useful Information for Clubs



Topic 24a: Bowls England Civil Liability Insurance Scheme

Directors and Officers' Indemnity: particularly for unincorporated Clubs/Counties and Associations. Committee members and Officers could possibly be sued, as individuals, for decisions taken as part of their activities in running the Club, etc. Directors and Officers' cover provides the protection against an individual's own assets being threatened as a result of legal action.

Activities Covered

Activities authorised and regulated by Bowls England including:

- Club Activities;
- Practice;
- Club play;
- Competitions;
- Social;
- Fundraising;
- Administrative activities;
- A maximum of ten indoor matches.

NB: If a Club plays 'short-mat' bowls in their Club House during the closed season it is advisable to include that activity in their Constitution or Rules as short mat bowls is not governed by Bowls England. Clubs should also consult their Insurer to ascertain they are covered for this activity.

A club which borrows, rents or leases premises, usually from the Local Authority, for sporting or social purposes and is held legally liable for damage to the facility.

Principle Exclusions

Liability arising out of:

- The ownership, possession or use of any mechanically propelled vehicle;
- Product guarantee or recall, repair or replacement;
- Damage to any Data;
- Medical malpractice, except for any First Aid delivered in an emergency;
- Injury to Employees;
- Presence of Asbestos or the Exposure to Asbestos;
- Deliberate, dishonest or foreseeable acts;
- Pension Trustees Liability;
- Actions arising from activities in the USA/Canada other than official Club/County/Bowls England teams;
- The person accused of abuse/alleged to be the abuser;
- Incidents prior to the retroactive date;
- Incidents/claims known to you but not reported to the Insurers.

Useful Information for Clubs



Topic 24a: Bowls England Civil Liability Insurance Scheme

Limit of Indemnity

£5,000,000 on any one occurrence, but in the aggregate in respect of Products Liability, Directors and Officers', Pollution and Abuse claims. **NB:** Abuse claims are subject to an inner limit of £2.5M.

Important Information

- There is no policy access and there is no age limit for members
- The master policy provides 12 months cover from the 1st April each year. If cover is taken out after this date then the full annual premium is payable and will run up to the next 31st March only.
- Indemnity is only provided to members who are UK residents.
- Abuse and Directors' and Officers' claims are 'costs inclusive'.
- The Civil Liability cover is written on a claims made basis. This means that the cover which responds is the one that is in place when a claim is actually made, not the one in place when the incident occurred.
- Master policy Number – RTT254749 – cover is provided by Royal & Sun Alliance.

Duty of Care

All Clubs/Counties/Associations have a duty of care and must be committed to creating and maintaining the safest possible environment for children, young people and vulnerable adults to participate in our sport.

They must fully accept their responsibility to safeguard the welfare of children, young people and vulnerable adults by doing as much as possible to protect them from all forms of abuse whether sexual, physical or emotional harm from neglect or bullying.

Under the Bowls England current liability cover committees are protected for civil action brought against them as a result of abuse of Children and Vulnerable Adults.

All Clubs/Counties/Associations must adopt the current Bowls England Children and Vulnerable Adults Policy including all its procedures.

Claims

In the event of a claim, contact Bowls England or Perkins Slade at the first available opportunity.

Do not admit liability as this could prejudice the insurer's position and may contravene the policy terms.

Useful Information for Clubs



Topic 24a: Bowls England Civil Liability Insurance Scheme

Employers' Liability

Where a club employs someone it must, by law, have Employers' Liability Insurance.

Cover can be included as part of your Civil Liability contract for a small additional premium.

Clubs/Counties/Associations are advised that it is not necessary for an individual to receive payment in order to be considered an employee for the purposes of Employers' Liability legislation.

There is no doubt that some 'volunteers' will fall into the category of 'employees' under Employers' Liability legislation.

In general, Clubs/Counties/Associations may need Employers' Liability Insurance if any or all of the following apply:

- You have the right to control where and when they work and how they do it:
- You supply most materials and equipment:
- You have the right to any profits your workers make although you may choose to share this with them through commission, performance pay or shares in the company: Similarly, you will be responsible for any losses; you deduct national insurance and income tax from the money you pay them:
- You require that person only to deliver the service and they cannot employ a substitute if they are unable to work:
- They are treated in the same way as other employees, for example if they do the same work under the same conditions as someone you employ:

End

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

1. What is the difference between Civil Liability and Public Liability?

- Public / Products Liability, provides an indemnity for damage / injury caused to third party property / persons.

However, the following cover normally excluded by standard Public Liability insurances is **INCLUDED** in the Bowls England Civil Liability cover.

- Professional Indemnity (for coaches / umpires advice at their own club),
- Directors and Officers Insurance (to cover decisions / actions of club committee members / officers).
- Libel & Slander (to cover web sites / publications / emails etc).

It is important to realise that this cover pays for damage / injury to third parties in the event of **LEGAL LIABILITY**. To put it another way, if there is not any Legal Liability, the policy will not pay damages to injured 'third parties'.

2. What is specifically covered in the Civil Liability insurance policy?

- Legal liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the insured activities. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, indemnity to principals and liability arising out of goods sold or supplied including refreshments. The cover is written on a 'claims made' wording.

3. What does 'Claims Made' mean?

- This means that the cover will respond when the claim is made, not when the incident occurred. Unfortunately, in the modern world injured parties sometimes take years to report an incident, and the law will allow them approximately 3 years, or if it is a minor, up to the age of 18 plus 3 years. Additionally, all of the time limits can be varied by a high court. It is important therefore that the cover in place is effective at the time the incident comes to light. Cover and circumstances change, for example, 3 years ago EBA cover was at a limit of £2m, rather than the £5m applicable today, meaning that an incident reported today, regardless of when it occurred would be subject to the higher limit of £5m.
- All incidents that may give rise to a claim in the future should be notified to Perkins Slade Ltd., at the time of the incident. This remains the case whilst the club / league continues to be a member of Bowls England and continues to purchase the Civil Liability cover.

4. What is Professional Indemnity?

- Professional indemnity protects against legal liability based on a breach of professional duty due to negligent act, error or omission and provides cover for either bodily injury or financial loss, usually in relation to coaching and umpiring activities.

5. What is specifically excluded from the Civil Liability insurance policy?

- Principal Exclusions are Liability arising out of:
 - Criminal or Deliberate Acts.
 - The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft.
 - Product Guarantee or recall, repair or replacement.
 - Damage to any data.

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

- Medical malpractice. (provision of emergency first aid by a qualified first aider is covered).
- Damage to own property.
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada.

6. Does the Civil Liability insurance cover Club Social Members and 'uninvited guests'?

- Club Social Members are covered to the same extent as a playing member.
- Guests, whether invited or uninvited, do not get protection via the club liability policy, but if the club were to be sued as a result of a guest being injured then the Civil Liability policy would respond to defend such an action.
- As regards non members visiting to try out the activity. The following applies:
 - They need to be signed in with time / date / contact details;
 - Maximum of 6 visits / sessions after which they need to become a member.

7. What is the maximum age limit for a member?

- There is no age limit

8. If I am an insured club, but join with others to form / run a league, why do I need additional cover?

- In line with every other liability insurance (not just sports) issued, your cover is rated / provided on the basis of your activities as declared - in this case a bowls club. The activities of a club (generally speaking) will be different in type and number to that of a league. E.g. a club will play fewer matches than occur in a league, and will be one club playing others. A league will arrange matches for all clubs to play each other at least once. It will have slightly different objectives, and will be responsible for discipline. The risk is different. Your liability insurance covers you as a club, not a league.

Liability insurance is not transferable between organisations, and will cover you whilst you are acting for the club, but not as the league.

One question asked is this - If a league had no liability insurance who would be sued if there was an incident? **If a claim was made against the committee for a negligent league decision this could well be you as an individual – which would mean that your personal assets would be at risk.**

The Civil Liability cover provides this protection, for the club committee, if arranged in the name of the club, and the league committee if arranged in the name of the league.

Your club policy will not cover you for league activities.

9. If I am an insured club, why do I need additional cover for an (open) tournament?

- As an insured club your members are covered to play in matches, competitions and tournaments which are organised and governed by the club.
- Equally, the club committee act for the benefit of the insured club and the club policy will not provide cover for non-club activities or responsibilities.
- People who take part in Open tournaments may be insured by a club policy, but this is likely to only cover them whilst taking part in club authorised activities, some

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

tournament entrants may not even be part of a club and may not have any insurance cover at all.

- Bowls England can offer a separate policy for Open Tournaments which will include 'participant to participant' cover to all individuals whilst taking part in the named tournament, as well as the committee for their administrative / organisational responsibilities.

10. Where can we purchase event insurance (for a day, a week or a fortnight etc)?

- Ordinary league matches against other Bowls England affiliated clubs are already covered.
- Open tournaments can be covered by contacting Bowls England.

Both these will provide Civil Liability insurance. However if cover for marquees / property / loss of earnings is required then this can be obtained via www.insurexposure.com/145

11. As a club coach or umpire, am I covered?

- Only if you are coaching / umpiring at your own club. Separate cover is available through the various Coaches and Umpires Associations for your coaching / umpiring activities outside of your member club.

12. Do I need Employers Liability for volunteers at the club?

- The law does not restrict the definition of employees to those who receive payment for their services only.

They are treated in the same way as other employees, for example if they do the same work under the same conditions as someone you employ and pay for services provided.

Therefore we always recommend employers' liability to be taken out if your club is reliant on voluntary labour, whether paid or not. For example, you may ask a volunteer to change a light bulb and use a ladder. If that volunteer fell off the ladder and the club were to be found negligent but did not take out the employers' liability **the club is vulnerable.**

This cover is available via Bowls England.

13. Our Club Bar is staffed with volunteers who are more or less permanent. Do we need to take Employers Liability Insurance to cover them?

- Yes

14. I have volunteers who run our junior section, why do I need to ask for a CRB?

Essentially, both the Government and Bowls England wish to ensure that persons working with Children & Vulnerable Adults are as "safe" as possible. Bowls England recognise that they and clubs have a duty of care towards Children and Vulnerable Adults. The NSPCC do not differentiate between Employees and Volunteers - their concern is those individuals who have opportunity. If you do not confirm that your club conforms with this request insurers will be unable to include 'abuse' in your cover, and **your club committee will remain vulnerable** should a claim be made under this section.

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

Child Protection and a responsible attitude to it is a mandatory and legal requirement of all National Governing Bodies. This will be emphasised by the Government as they roll out the Independent Safeguarding Scheme (Vetting & Barring) which will require that **ALL** persons in sport having regular contact with children and / or vulnerable adults **MUST BE CRB** cleared. Please refer to www.isa.gov.org.uk for further information.

- The Safeguarding Vulnerable Groups Act 2006 is due to come into effect from Autumn 2009 and broadly says:
 - To undertake a regulated activity a person must have had an Independent Safeguarding Authority check and have been initially vetted by the scheme.
 - It will be an offence for a barred person to undertake regulated activity for any length of time. An employer taking on a person in a regulated activity will commit a criminal offence if they fail to check the status of an applicant, employee, or volunteer.
 - It will also be an offence for employers / providers to permit a barred person, or a person who has not yet had an Independent Safeguarding Authority check, to work for any length of time (no matter how infrequent) in regulated activities.

The Act :

- Includes volunteers in their definition of "Employees"
- Effectively defines a regulated activity as one where there is regular contact with Children or Vulnerable Adults

15. How do I get advice on CRB's and Child Protection?

- There is a separate section on this web site providing advice on Protection of Children and Vulnerable Adults. The specific bowls Child Protection website is: www.bowlschildprotect.co.uk. Bowls England will expect you to follow their Child Protection Policy.
- Alternatively you could contact the NSPCC backed Child Protection In Sport Unit www.thecpsu.org.uk or www.everychildmatters.gov.uk.

16. How do I get CRB clearance and where do I get this form?

- Again refer to the separate section on this website or the dedicated Child Protection website mentioned above.

17. We have no junior members - only elderly members, do we need to have a Child Protection Officer with CRB clearance?

- Our advice would be to check with the Child Protection In Sport unit on www.thecpsu.org.uk or www.everychildmatters.gov.uk. Please remember that your club has a legal and moral responsibility towards both children and vulnerable adults, including those who may visit the club with parents / grandparents or visiting teams.

18. In simple terms, what is the indemnity clause for and why do we need it (or put it in our club constitution)?

- This refers to the Bowls England requirement for all committee members to be indemnified by their club for any decisions they make. Unincorporated clubs have no legal identity. Therefore any individual member of a committee can be sued for a decision made at committee level. It would be the individuals own assets (e.g. house)

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

that would be at risk. Bowls England have responded to this (in order to protect club committee members) in two ways:

- a. Request all clubs include a clause in their constitution providing an indemnity to committee members in the event of there being a legal action against them as individuals. This would mean that all the assets of the club would be at the disposal of the individual
- b. Instruct Perkins Slade to include Directors & Officers cover in the liability arrangements for clubs who take out Bowls England Insurance. This has been done.

19. Can an affiliated club play a non-affiliated club? If we do play non-affiliated clubs, are we breaking any rules by playing them?

Bowls England is currently reviewing the criteria with respect to affiliated clubs playing non-affiliated clubs, but the situation currently is as follows:

- Friendly matches - Provided these are within the recognised activities of Bowls England, which we understand is the case at present, all affiliated clubs who have taken out the Perkins Slade cover are protected for insurance purposes.

Examples:

Bowls England Insured (Club A) -v- Non-Insured / Insured elsewhere (Club B). Insurers have no real issue here in that the Bowls England insured Club would be covered. However, it must be realised that the policy protects insured clubs against being sued for loss, injury or damage they cause to other persons or property. eg.:

- Club A responsible for injury / loss to Club B - the Bowls England policy would protect Club A for costs / awards as necessary.
- Club B causes injury to Club A - there would be no cover under the Bowls England insurance.

ADDITIONAL QUESTIONS AFFILIATED / BOWLS ENGLAND INSURED CLUBS MUST CONSIDER

Do you know what insurance cover the non-affiliated club (Club B) has? Are you unwittingly putting your members in a situation where they may be caused injury by individuals who are uninsured and therefore have no source of recompense in the event of an injury?

In reality Club B may have arranged basic insurance elsewhere, however it would be sensible to ask them for details / confirmation prior to playing. It is unlikely that such alternative cover would be as extensive as the Bowls England policy, and may even exclude player to player incidents.

The best solution would be for Club B to affiliate to Bowls England and take out the scheme insurance - it is very inexpensive compared to stand alone policies.

Please remember that the Bowls England insurance is a liability cover and not an accident policy, and under no circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and could result in the withdrawal of any indemnity.

20. Are non-affiliated clubs allowed to play in leagues?

- If a league allows non-affiliated clubs to join them this would be against Bowls England recommendation for the reasons stated above.

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

21. **Our club currently has a Civil Liability policy including the Employers' Liability Extension. Does the product liability section cover a bowls club in the event of a claim made because of food poisoning from food and drink supplied by the club to visiting teams / individuals etc.?**
- Yes
22. **If I go on holiday abroad, am I covered to play bowls?**
- No, as the club policy only covers you whilst you are participating in club organised activities.
 - Insurance to cover you to participate in sporting activities whilst you are on holiday may be obtained via www.adrenalinetravelinsurance.co.uk
This is a full travel insurance policy designed to provide cover for individuals who are likely to travel abroad and participate in their chosen sport. Cover includes: Medical Expenses up to £10 Million, Personal Liability £2 Million, Personal Accident, Sports Equipment up to £3000, Wheelchair cover if required, in addition to all the standard covers you would expect from a Travel Insurance Policy.
Cover can be obtained by clicking on the **Adrenaline Travel Insurance link** on the Bowls England web site, or by going direct to www.adrenalinetravelinsurance.co.uk
Do not forget that cover provided by Travel Agents is seldom adequate to insure competition / participation activity particularly in respect of medical expenses
23. **Our club plays indoor matches as well as outdoors. Will we be covered by the Bowls England Civil Liability insurance for this?**
- Bowls England recognise a maximum of 10 indoor matches. If a club plays a greater number then they should affiliate to EIBA Ltd and take advantage of their insurance cover in respect of their indoor activities.
24. **Does the cover include accidents to members in the Clubhouse or on and around the green?**
- The Bowls England policy is Civil Liability and protects the Club its Committee, Officers, Officials and Members if they are sued as a result of a negligent act.
 - There is no Personal Accident cover.
25. **Does the Bowls England insurance provide cover if one of our club members has an accident on another green?**
- See 24 above.
 - The Civil Liability Policy (through Bowls England) is not site specific. As long as the event organised by the club is bowls related and of course recognised by Bowls England, if the accident was as a result of negligence by the club or its members then the policy would respond to that incident.
26. **What do we need to consider if a member or prospective member suffers with a medical condition or disability?**
- You need to take into account the regulations and guidelines as provided in the Disability Discrimination Act 2005.

Useful Information for Clubs



Topic 24b: Civil Liability Insurance – FAQ's

- It is the responsibility of the club to ensure that it complies with the Act and if any doubt should seek independent legal advice.
- The club will need to take into consideration the individual and their respective medical condition / disability and any additional measures that may be required. This should form part of the club Risk Assessment.
- It may be necessary to request that the individual obtains a letter from their doctor or consultant to confirm that they are medically able to participate in the activity.

27. Does our club have to take out the Employers' Liability?

- We would advise that the cover available via Bowls England is Civil Liability with an option to add Employers' Liability. We recommend Employers' Liability is taken out even if you only have unpaid volunteers at your club. In a legal action, it can suit solicitors to call their client an Employee as the burden of proof in employment situations tends to work in favour of the employee. Critically, there is no requirement in Law that an "employee" must be remunerated.

28. Does the Civil Liability include cover for any property, playing surfaces or equipment that the club may own or be responsible for?

- NO, however, Perkins Slade Ltd welcome enquiries directly on Tel 0121 698 8119.
- If you have any queries with regard to property cover please feel free to contact Perkins Slade Ltd or you can also refer to the Bowls England brochure and additional information available on this web site.

Useful Information for Clubs



Topic 25: Licensing Act

LICENSING ACT 2003

INTRODUCTION

The Licensing Act 2003 amalgamates six existing Licensing regimes covering the sale and supply of alcohol, the provision of regulated entertainment, the provision of late night refreshment and replaces them with a single system.

There are two types of new licenses that a Club should be aware of. These are the new **Premises License** and **Club Premises Certificate**.

Please see the section headed '*Qualifying Clubs*' to determine which of these licenses would be more appropriate for your club. Both of the Licenses will not be time limited (unless requested), nor subject to renewal every three to ten years, as is currently the case for Club Registration Certificates or have a duration of only a year, as is currently the case for public entertainment licenses. The annual fees charged for the License will be the same no matter what or how many licensable activities will take place on the premises. The Act abolishes the restriction on drinking hours, increasing the options available for leisure time.

The Act has four main objectives:

1. The prevention of Crime & Disorder
2. Public Safety
3. The prevention of Public Nuisance
4. The protection of Children from Harm

Any Club with an existing License should have already been contacted with the appropriate forms to convert their license to a premises license. If you do not have an application form then these are available from your **Local Licensing Authority**.

LICENSE OVERVIEW

Does your Club supply one or more of the following activities:

- On or off-sales of alcohol
- Public entertainment, theatre, cinema, indoor sports; or Late night entertainment

If yes to one or both of them, apply for a new premises license at any time and go to Section 1 for details on how to do this.

Useful Information for Clubs



Topic 25: Licensing Act

SECTION 1: How to apply for a premises licence

You will need to:

- Fully complete the premises license application form. **Note:** you will need to send the form to the relevant Licensing Authority and send a copy to the Police within 48 hours of making your application.
- Supply the correct fee. **Note:** you will need to check the section on *Non-Domestic Rateable Values*, to calculate your fee.
- Supply the form of consent completed by the proposed Designated Premise Supervisor **Note:** Only do this if your existing license authorises the supply of alcohol.
- Supply a plan of the premises and indicate the requested activities.
- Complete the operating schedule included with the application.
- Advertise the proposed variation by means of a Public Notice on the Premises and a Notice Published in a local newspaper. **Note:** you will need to post and publish your notices within 5 working days of submitting your complete application to the Licensing Authority. Please check that your application is COMPLETE AND VALID before placing your advertisement, as otherwise you may need to re-advertise at a later date.

QUALIFYING CLUBS

The Licensing Act 2003 recognises that volunteer and clubs give rise to different issues for licensing law than commercially run premises selling direct to the public. Clubs are generally where members join together for a particular social, sporting purpose and then combine to purchase alcohol in bulk for its members. The clubs carry on activities from premises to which public access is restricted and alcohol is supplied other than for profit. For these reasons the 2003 Act preserves aspects of earlier alcohol licensing law which applied to 'registered members clubs' and affords clubs special treatment outside the normal premises licence arrangements.

Clubs which meet specified criteria set out in the 2003 Act are known as '*qualifying clubs*' and the authority under which they may supply alcohol and conduct other '*qualifying club activities*' from their premises is a club premises certificate issued by the licensing authority. The grant of a club premises certificate means that a club is entitled to certain benefits, which include the authority to supply alcohol to its members and sell it to guests without the need for any member or employee to hold a personal licence, and the absence of a requirement to specify a designated premises supervisor. There are also more limited rights of entry for the police and other authorised persons, as the premises are considered private and not generally open to the public.

The arrangements for applying for club premises certificates are extremely similar to those in respect of premises licences. For example, similar provisions apply regarding the requirement for advertisement of applications and the making of representations to the licensing authority as apply in the case of applications for premises licences.

Useful Information for Clubs



Topic 25: Licensing Act

To be classified as a 'qualifying club' in relation to a 'qualifying club activity', a number of general conditions must be met.

These are:

- That under the rules of the club, persons may not be admitted to membership, or be admitted, as candidates for membership, to any of the privileges of membership without an interval of at least two days between their nomination for membership and their admission;
- That under the rules of the club, those becoming members without prior nomination or application may not be admitted to the privileges of membership without an interval of at least two days between their becoming members and their admission;
- That the club is established and conducted in good faith as a club;
- That the club has at least 25 members;
- That alcohol is not supplied to members on the premises otherwise than by or on behalf of the club;

To qualify as a club authorised to supply alcohol to its members and guests, additional conditions must be met. These are:

- The purchase and supply of alcohol by and for the club is managed by a committee made up of elected members of the club all aged over 18 years;
- No arrangements may be made for any person to receive any commission, percentage or similar payment at the expense of the club with reference to purchases of alcohol by the club;
- No arrangements may be made for any person to derive directly or indirectly any monetary benefit from the supply of alcohol to members or guests apart from to benefit the club as a whole or any indirect benefit a person derives by reason of the supply contributing to a general gain for the club as a whole.

NON-DOMESTIC RATEABLE VALUES

BAND LICENSING FEE					
	A	B	C	D	E
Initial Fee	£100	£190	£315	£450	£635
Yearly Fee	£70	£180	£295	£320	£350
PREMISES BAND BREAKDOWN					
Band	A	B	C	D	E
Non-Domestic rateable value	£0-£4,300	£4,301-£33,000	£33,001-£87,000	£87,001-£125,000	£125,001 and over

Useful Information for Clubs



Topic 25: Licensing Act

FURTHER INFORMATION

Clubs should try the following useful points of contacts.

Your Local Licensing Authority

Department for Culture, Media and Sport web site at: <http://www.culture.gov.uk>
website and look under the section alcohol and entertainment

Log on to the internet and search for 'Licensing Act 2003' – all 150 odd pages will appear!

Useful Information for Clubs



Topic 26: Loans and Grants

ONE-STOP FUNDING SHOP

Bowls England has introduced a new service to help Affiliated Clubs and Counties to find out more information on local, regional, national and even European funding opportunities. Every year, hundreds of millions of pounds worth of grants, loans and awards are available, which could help clubs to buy new equipment and improve facilities.

Bowls England uses a specialist computer system to generate a comprehensive report for clubs and counties outlining the different funds they might be eligible for. E-mail your request to enquiries@bowlsengland.com – please put ‘Funding Request’ in the subject. Please include the name of your club, its address (including postcode) and details of what you plan to use any additional money for in your request.

LOANS CURRENTLY AVAILABLE FROM BOWLS ENGLAND

Bowls England has two schemes under which Affiliated Clubs may receive a loan:

1 The Greens Loan Scheme

This relates to any item connected with the bowling green such as mowers, scarifiers, turf irons, automatic sprinkler systems, ditches and banks.

2 The Development Loan Scheme

This relates to any item such as clubhouse improvements, fencing, car parks and changing rooms.

The granting of any loan under either scheme is dependent on:

- a) The club participating in the Bowls England Membership Register by submitting the names and addresses of its members to Bowls England Headquarters; and
- b) Bowls England having unallocated funds available at the time an application is received.

How to apply

Greens Loans Scheme

Applications should be submitted to the National Co-ordinator of the Bowls England Green Maintenance Advisory Scheme, whose details are in the Bowls England Year Book. The maximum loan is £5,000 for any one item, but a club may have more than one loan if it is purchasing more than one item. Loans must be repaid by monthly instalments over 12 or 24 months and the loans are free of interest. There is a small documentation fee towards Bowls England’s administration costs, for example a £4,000 loan for 12 months will bear a documentation fee of £102 and a £4,000 loan for 24 months will bear a documentation fee of £204. Please note that if the total Greens Loan is £5,000 or over then the club also need guarantors.

Useful Information for Clubs



Topic 26: Loans and Grants

Development Loans

Applications must be made before any work on the 'project' commences and should be made in the first instance to the Bowls England Headquarters with details of the project, its total cost and how it is envisaged that the costs will be funded. The following additional information would be helpful:

- A short history of the club and a copy of its latest annual accounts
- Details on current membership levels (playing, social, men, women, etc)
- How much the Club wishes to borrow and over what period it proposes to make repayments
- The names of two or more members who would be prepared to stand as guarantors for the Club, if necessary
- Any other information, which may be helpful to Bowls England when considering the application, should also be included at this stage.

Loans are usually repaid by yearly, half-yearly or quarterly instalments. Loans are free of interest, but again a documentation fee is charged as a contribution to Bowls England's administration costs.

OTHER FUNDING OPPORTUNITIES

Funding may be available from your local Council, breweries who supply club bars or from commercial companies through sponsorship. A full and detailed application will be required. Please note that not all Councils have funds available so local enquiries will be required.

Sport England

Sport England has introduced a number of funding programmes that are open to sports clubs, voluntary or community organisations, local authorities and schools.

The current funding programmes (as at 1st November 2009) are:

- Small Grants
- Sportsmatch
- Innovation Fund
- Rural Communities
- Sustainable Facilities Fund

Details can be found on the Sport England website at: www.sportengland.org/funding

National Lottery

Lottery Funding is a joint website run by all Lottery funders in the UK. Go to: www.lotteryfunding.org.uk to search information on current funding programmes across the UK. Alternatively call for details on 0845 275 0000.

Useful Information for Clubs



Topic 27: Local Government

All clubs need to have contact with the local authority even if it is only about the payment of rates. However, some clubs operate on Council owned and run greens or leased greens. The object of this paper is to draw to the attention of clubs to some simple facts that may help in these dealings with them.

1. Rates

All clubs are liable for the payment of rates to the local authority and these are based on the rateable value assigned to the property by the District Valuer. This figure is then used as a multiplier to fix the sum due for the year. If you feel that the value is too high then you have the right of appeal to the District Valuer and the address to write to is available from the local council offices. **For further information see Topic 28.**

Local authorities have discretionary powers to grant relief from rates to non-profit making sports clubs. The grant given may be up to 100% and the government meets 75% of the grant given. It is important that every effort is made to obtain relief from rates, as the savings can be considerable.

When applying for rate relief it is important to remember that it is discretionary and a little homework with your local Councillor may be of value. It is worth noting that many Councillors are not aware of the provision for rate relief or the fact that most of the cost is met by the government.

2. Council Greens

If you have the use of Council Greens it is worth remembering that the Councillors are elected and your members have a say in returning them to office. In order to get the best out of the Council try a number of ideas for keeping them on your side.

- a. Invite the local Councillor to join the club even if it is as a social member.
- b. Invite the local Councillor and the Mayor or Chairman of the Council to major club events.
- c. Make sure that you know the Officer of the Council who makes the day to day decisions relating to the club and again invite him to events.
- d. Make sure that guests are well looked after and that any problems of the club are mentioned in the right manner. A gentle reminder that you are all electors does not go amiss.
- e. Remember that the Council has a budget for publicity and produces a number of publications, eg newspapers and a slot in this could be useful.
- f. The Council likes good publicity so when you invite them to events make sure the press are advised.

3. Relationships with the Council

It is worth remembering that the local Council has immense resources and it is essential to remain on good terms with them. Try to find out what they can offer in terms of grants,

Useful Information for Clubs



Topic 27: Local Government

advice, information and publicity opportunities, eg if they are publicising sports facilities, or just the area, try and get your club a mention.

4. Planning and Building Regulations

In the event of your club proposing to improve or enlarge, its facilities remember that planning and building regulation approval may be needed. It is important that you seek advice from the Council prior to engaging architects or builders so that you do not waste money on no hope schemes or at least find out what will be acceptable or not.

5. Leased Greens

Many Councils now allow the clubs to lease their bowling greens at a very low rent and this has the effect of saving the Council both time and money. In addition, at a time when the Council has to get value for money they may be forced to use contractors. If you have a lease, then ensure that you involve the council in the activities of the club and explain what a wonderful service you provide for the local residents of the area at little or no cost to the Council. When the rent is due for renewal, it is not necessary to accept the first proposal of the Council for a new rent and again it can be of value to have your local councillor batting on your side. It is essential to have all your costings and income details available so that you can argue your case backed up with facts and again do not forget to remind your Councillor that your members have a vote in the local elections. Depending on the length of the lease, the Council may be obliged to charge the full market value when fixing or reviewing rent. If this is the case then it is worth enquiring of the Council the position regarding grants. In making a grant application you should have studied the Council's aims and objectives set out in its Corporate Plan and ensure that in your application you demonstrate how your club can assist the Council in meeting some of its aims and objectives.

If you are not on a lease but would like to move in that direction then contact Bowls England who have details of clubs who have made this transition and can offer advice.

Useful Information for Clubs



Topic 28: Business Rate Valuations

Update on the 2010 Business Rate Valuations for Bowls Clubs

Bowls England has taken the following action on behalf of all its Members following the release of the Business Rates Valuations for 2010, which proposed substantial increases for some clubs:

- Identified Business Rates Valuations as an important item by the Board of Bowls England
- News release issued to all clubs and counties to raise awareness of new valuation process and asking for local experiences
- Data collected from clubs and report produced
- Advice sought from Bowls England's solicitors, Wright Hassall

In light of the responses received from clubs and Wright Hassall, Bowls England is considering a 'block representation' on behalf of clubs through one of the recommended professional bodies and will keep Members fully informed through this process.

The following explanatory note has been prepared by Wright Hassall Solicitors to inform clubs about Business Rate Valuations.

The occupier of a non-domestic property has to pay business rates. Usually this is the owner/occupier or leaseholder.

If the property is empty the owner or leaseholder may be liable to pay business rates on the property after the appropriate exemption period has expired.

Non -domestic properties, or "heraditaments", are shops, offices, warehouses, factories and properties occupied by charities and voluntary organisations.

Properties exempt are:

- Agricultural land and buildings
- Fish farms
- Churches
- Sewers
- Public parks
- Some disabled facilities
- Swinging moorings for boats

Lawn bowls clubs do not therefore fall within the list of exemptions – but may qualify for relief.

The rateable value is calculated by reference to the maximum rent a tenant would be prepared to pay to rent a property under perfect market conditions. Usually this is determined by

Useful Information for Clubs



Topic 28: Business Rate Valuations

analysing rental evidence from properties of a similar size and nature in the locality. The responsibility for this rests with the Valuation Office.

The Government changes the multipliers annually to move in line with inflation. A revaluation of the rateable values of non-domestic properties is undertaken by the Valuation Office every five years.

The purpose of the revaluation is to update the rateable value in line with changes in the property market. The valuation date for the 2010 revaluation is 1st April 2008. The new rateable values come into effect on the 1st April 2010.

Making an Appeal

Clubs can appeal if any of the following apply:

- The rateable value of the property is believed to be incorrect.
- There has been a change in the use of the property.
- There has been a change in the locality that has affected the value of the premises.
- There has been a change in the use of a neighbouring property.
- Part of the property has been demolished or added to.
- The Valuation Officer changes the rateable value for any reason.

The Local Valuation Office should be contacted in the event of a proposed appeal. A proposed change to the rateable value of the property should be made in writing stating:

- The name and address of the applicant.
- The interest in the property of the appellant.

The Valuation Officer is required to notify the Valuation Tribunal of all cases where an agreement cannot be reached on proposals to alter the Rating List within three months of a proposal being served.

The Tribunal will arrange a hearing and consider the cases put forward by both parties before making a decision. A case can, if both parties agree, be dealt with by way of written representation without the appellant having to personally attend the hearing.

The Valuation Tribunal decision is normally final although either party may appeal to the High Court on a point of law. An appeal should be made to the Valuation Office Agency as soon as any of the circumstances that may warrant a revaluation or appeal apply.

Clubs do not have to be represented in discussions about their rateable value or rates bill. Appeals can be made free of charge.

Professional Advice

In terms of seeking professional advice on handling appeals against an increase in rateable value, the best people for clubs to consult are probably Estate Agents or Chartered Surveyors.

Useful Information for Clubs



Topic 28: Business Rate Valuations

Professional advice from qualified rating surveyors is available from the Royal Institute of Chartered Surveyors (RICS), the Incorporated Society of Valuers and Auctioneers (ISVA) or the Institute of Revenues, Rating and Valuation (IRRV).

Members of these bodies, importantly, will have appropriate professional indemnity insurance as well as the requisite knowledge and experience. Members should be aware of approaches by rating advisers/consultants offering to obtain reductions in business rate charges. A reduction in rateable value may not necessarily lead to a reduction in rateable charge because of the impact of transitional arrangements.

Promises by rating consultants are sometimes made that up-front fees will be returned if a rate reduction is not achieved. However, this promise may not be reflected in the written contract terms the consultant might require the member to agree to.

If a member thinks the rateable value is too high they can propose to the Valuation Office that it be reduced. However, rates still need to be paid in accordance with the bill whilst any proposal is being pursued.

If an appeal is made against rateable value the member still has to pay based on the rateable value that appears in the current Rating List and if payment is not made in accordance with a bill the Council who collects the rate for central government will have to take further action, even though an appeal is outstanding. If an appeal is successful and the rates are reduced interest is payable on any overpayment.

The bill is calculated by multiplying rateable value by the appropriate rating multiplier. This will generally indicate the bill payable. However there may be further calculations to be made because of transitional arrangements and small business relief, charitable and discretionary relief for sports clubs.

Useful contact numbers:

RICS: 0207 222 7000

ISVA: 0207 235 2282

IRRV: 0207 831 3505

Frequently Asked Questions - FAQs

Rateable Value

1. How are my rates calculated?

Your annual Business Rates bill is calculated and collected by your local council. The council multiply the rateable value set by the Valuation Office Agency with a multiplier set by Central Government.

Useful Information for Clubs



Topic 28: Business Rate Valuations

The multiplier represents the number of pence in each pound of rateable value that will be payable in Business Rates before any reliefs or discounts are applied. It is reviewed each year to reflect changes in inflation.

You can get an estimate of your rates bill for 2010-11. This will use your 2010 rateable value, your 2005 rateable value and your location to provide an estimate. There are also several rate relief schemes available which may affect your bill. Your local council will administer these.

2. What does rateable value mean?

Rateable value represents the open market annual rental value of a business/non-domestic property. This means the rent the property would let for on the valuation date, if it was being offered on the open market. The rateable value is used by your local council when they calculate your business rates bill.

3. Is the rateable value what I pay?

No, the rateable value is not the amount you pay. Your local council will calculate and collect your Business Rates bill. You can get an estimate of your rates bill for 2010-11 online. This will use your 2010 rateable value, your 2005 rateable value and your location to provide an estimate of your bill.

There are also several rate relief schemes available which may affect your bill. Your local council will administer these.

4. Why is my rateable value different from my rent?

The Valuation Office Agency looks at many rents in an area before deciding on the right rateable value for each property. Rents can vary between properties in an area, even if the properties are similar and the rents are agreed at the same time.

This is because landlords and tenants often have different views on the rental value of a property and sometimes there are special lease terms that can affect the rent paid.

The Valuation Office Agency looks at all the varying rents and decides what a reasonable level of open market rental value is – this becomes the rateable value.

5. My rent has been lowered. Can my rateable value be lowered?

The Valuation Office Agency cannot alter the rateable value because of changes in economic circumstances since the valuation date.

The Valuation Office Agency can consider altering the rateable value if there has been a 'material change' to the property or the area that would have an effect on its rental value.

If there have been changes to the property or area, contact the Valuation Office Agency. You'll need to let them know what has changed, and when the change took place.

Topic 28: Business Rate Valuations

6. Why has my rateable value gone up?

The rateable value of a property may change for several reasons. It is based on the annual rental value on a set date, if it were available to rent. The Valuation Office Agency reassess the rateable values of all business and non-domestic property every five years to take account of changes in the rental market. This is known as revaluation.

There are several reasons why your rateable value may have increased. These include:

- There has been a revaluation.
- There have been improvements to the area that has increased the rateable value for all similar properties in the area.
- There have been improvements to the property that are now being reflected in the rateable value.

Get an estimate of your rates bill to see the probable effect of the change in your rateable value on your business rates bill.

7. Why is my rateable value higher than my neighbours?

You may be able to compare the breakdown of your rateable value to those of your neighbours to see why they are different. Your rateable value may be higher than your neighbour's for several reasons. Compare the valuations to see if:

- They are a different type of property, so are valued differently.
- Their property is smaller.
- Their property is laid out differently.
- Their property is in a less valuable area.

8. How can two clubs have different values?

Two neighbouring clubs could have a different value for a number of reasons. For example:

- One is in a better trading position.
- One is less accessible from the street, reducing its value.

If you can't see why your rateable value is higher than your neighbour's, contact the Valuation Office Agency. Mention the address and postcode of the property you are comparing yours to in your enquiry.

9. How does The Valuation Office Agency arrive at the price per square metre?

The Valuation Office Agency collect details of actual rents paid from occupiers and landlords, which it breaks down into a price per square metre. It looks at factors like:

- If there are special terms, such as rent free periods.

Useful Information for Clubs



Topic 28: Business Rate Valuations

- If there are some parts of the property that are more or less valuable than others. For example, when it analyses the rents of shops, it looks at its retail zones.
- If there has been a change in the rental value between the date of the rental agreement and the valuation date.

This gives the Valuation Office Agency a range of prices per square metre for:

- The different types of property in the area
- The different parts of each type of property in the area

The Valuation Office Agency then applies the price per square metre to each individual property to set the rateable value.

Making an appeal against your rating assessment

1. On what grounds can I appeal?

The grounds for an appeal are the reason you think the rateable value is not right. You can read a list of common reasons for appealing on the Valuation Office Agency website at: www.2010.voa.gov.uk

All the reasons fall into one of twelve categories.

- A - The rateable value(s) in the rating list on the revaluation date was/were inaccurate.
- B - The rateable value shown in the list by reason of an alteration made by the valuation officer is inaccurate.
- C - The effective date of the alteration made by the valuation officer is inaccurate.
- D - Circumstances affecting the rateable value of the property changed on a particular date.
- E - The property has been demolished or no longer exists.
- F - The property is now domestic or exempt from rating and is no longer rateable.
- G - The entry shown on the list should be deleted for reasons other than E and F above.
- H - The property should be shown as more than one assessment.
- I - The properties should be shown as one or more different assessments.
- J - I consider the property to be rateable.
- K - The entry is wrong by reason of a decision of a tribunal or court on a particular date.

Useful Information for Clubs



Topic 28: Business Rate Valuations

L - A statement required to be made in the list about the property is wrong or has been omitted.

2. What should I do if I think my rateable value is wrong?

If you think your rateable value is wrong, contact your local valuation office to let them know. Mention the reasons why you think your rateable value is wrong.

The Valuation Office Agency will compare your rateable value with similar properties in the area and consider any other reasons you've mentioned when they check the rateable value for you. If you do not agree with the outcome of the discussions, you can make an appeal against the rateable value.

3. Why can't I appeal against my valuation?

You cannot appeal against your 2010 valuation until 1 April 2010.

If you think your 2010 rateable value is wrong, contact the Valuation Office Agency with the reasons why. Tell them the address and postcode of the property. If you think they do not have the right details for the property, you can send them amendments online.

You can appeal on the 2005 valuation until 31 March 2010.

If an appeal on the same grounds has been made before on the 2005 valuation, the appeal may not be accepted.

4. Will the Valuation Office Agency inspect my property if I make an appeal?

The Valuation Office Agency does not always need to visit your property if you contact them with an enquiry or to make an appeal against your rateable value.

Whether they need to visit will depend on the type of query or appeal you have made and how it corresponds to the information we already hold. For example, if it is a 'material change' that is having an effect on the whole area then they may not need to visit every property in order to assess the impact of the change.

If they do need to visit your property they will contact you first to arrange a convenient time. They will always show you ID.

5. Can I appeal against the 2010 valuation?

You can make an appeal on the 2010 valuation after 1 April 2010. Until 1 April 2010 you should contact the Valuation Office Agency if you think the rateable value is wrong, or that the details they hold on your property are not correct.

After 1 April 2010 you do have the right to make an appeal against your property's 2010 rateable value if you think it is wrong. The Valuation Office Agency still recommends that you contact them first as this may be a quicker way to sort out any issues. You can only make this type of appeal once.

Topic 28: Business Rate Valuations

6. Can I appeal against the 2005 valuation?

You can make an appeal on the 2005 valuation until 31 March 2010, unless you have already made an appeal against it on the same grounds. The Valuation Office Agency recommends that you contact them first as this may be a quicker way to sort out any issues.

There are three main grounds of appeal:

- If you think that the valuation set at 1 April 2005 was wrong.
- If you think that there has been a change to the property or area that should be reflected in the rateable value.
- If you think that any alteration to the valuation they have made is wrong.

After 31 March 2010 you can't appeal against the 2005 valuation unless the Valuation Office Agency makes an alteration to the 2005 valuation. You then have six months from the alteration date to make an appeal.

7. What is the procedure for an appeal?

An appeal against a rateable value begins with a proposal to alter the rating list. The process is free of charge.

There are time limits on when you can make a proposal.

2005 lists

Proposals about the 2005 rateable value can be made until 31 March 2010, unless you have already made a proposal on the same grounds.

- If the Valuation Office Agency alters your 2005 rateable value then you can make a proposal within six months of them making the alteration.
- If there is a relevant decision by a Valuation Tribunal, Lands Tribunal or higher court then you can make a proposal within six months of the decision, but not later than 30 September 2010.

2010 lists

Proposals about the 2010 rateable value can only be made after 1 April 2010.

Before making a proposal, you can contact your local valuation office to discuss your rateable value and why you want to appeal against it. The Valuation Office Agency may be able to resolve the matter without you needing to go down the formal procedure.

You can make a proposal online through the Valuation Office Agency or you can download the proposal form and send it back to them.

You will need to provide a reason why you are making a proposal. Mention the reasons on the proposal, including the address and postcode of any other property you are comparing yours with.

Topic 28: Business Rate Valuations

When the Valuation Office Agency receives your proposal they will acknowledge it within ten working days and check if the proposal is valid. This means they will check that the form has been filled in correctly and that the reason is one they can accept. It does not mean that they accept that the rateable value is wrong.

- If the proposal is valid, they will contact you to discuss it. They may ask to arrange a visit to the property to check we hold the right details.
- If the Valuation Office Agency accepts that the rateable value is wrong, they will try to agree the correct rateable value with you.

If you accept that the rateable value is correct, they will ask you to withdraw the proposal. If you cannot reach any agreement, you have the opportunity for the appeal to be heard by an independent Valuation Tribunal.

8. How can I check the progress of my appeal?

You can check the progress of an appeal from the 'Find my appeal' button on the Valuation Office Agency homepage.

First, you need to find your appeal. You will need your post code or the Valuation Office Agency case number. The case number will be on their acknowledgement letter to you.

Click on an address to see the details, which will include:

- Who has made the appeal.
- The agent you are using (if using one).
- The reason (grounds) you are appealing.
- The sub-programme your appeal is in.
- The target date for the Valuation Office Agency to start discussing the appeal with you or your agent.
- The target date for the Valuation Office Agency to conclude discussing the appeal with you or your agent.
- Any outcome of the discussion.

The details page will also show you the contact details of the Valuation Office Agency office dealing with your appeal.

9. I have been approached by a company who say they will appeal on my behalf – should I use them?

Before employing anyone that has approached you, always check that they are reputable. You can appeal against your rateable value yourself on the Valuation Office Agency website. This is free of charge.

Useful Information for Clubs



Topic 28: Business Rate Valuations

You can opt to employ a rating agent instead. If you do, you should check they are reputable before you sign any contract. The Valuation Office Agency recommends that you employ an agent who belongs to one of the professional bodies.

Reputable agents will want to inspect your property and/or see the accounts before they estimate any saving they think they can make for you.

A change in the rateable value may not make a difference to the amount you pay.

If you are approached by someone offering to appeal on your behalf be on your guard. There are some disreputable companies who will cold call you – by phone, email or in person – offering you substantial savings on your bill.

Before employing someone who approaches you:

- Ask detailed questions about their charges for the service.
- Ask if they belong to one of the professional bodies, and check their credentials with the professional body if they name one.
- Ask for references and follow them up: they should be able to give you a list of satisfied customers who you can call.
- Read thoroughly the terms and conditions they provide.

If someone claims to be from the Valuation Office Agency, ask to see their identification. They normally call in advance if we need to visit your property and always carry our ID. We do not employ companies to work on our behalf.

Contact the Valuation Office Agency

Website: www.2010.voa.gov.uk

Telephone: 0845 602 2010

Useful Information for Clubs



Topic 29: Professional Minute Taking

Minutes and Notes

Notes are appropriate for informal meetings where only the participants will get copies and where the notes are only a temporary reminder of action points.

Minutes are appropriate for more formal meetings where the minutes will be stored as a formal record and/or where they are used as a communication tool for people other than those who attended the meeting.

Some Rules for Minutes

- 1 Make more use of the passive tense, eg 'It was resolved.....'
- 2 Make sure the verbs are in the correct tense. Minutes are a record of a meeting which happened in the past. The present and future tenses are often incorrect. For instance, if someone at a meeting says 'Julie **will** attend the meeting on Thursday' this would be minuted as 'It was noted that Julie **would** attend the meeting on Thursday'. In the same way, '1,000 leaflet **have** been circulated' would be minuted as '1,000 leaflets **had** been circulated'.
- 3 Minutes use longer sentences and more formal language than other forms of writing and conversation. For example:

'I want to give Sheila a pass for her test. She only got 38 points instead of the 40 we normally require. But she was sick on the day. Also her input on classroom sessions has been very good.'

These short points would be minuted as:

'Although we normally require 40 points for a pass and Sheila only got 38 points, it was proposed that she be given a pass for the test as she was sick on the day and her classroom input has been good'.

- 4 When taking minutes it is important to keep to the main points of the discussion and, in particular, the decision points rather than what each person said.

For example, a lengthy conversation about the merits of two different meeting venues, one in Nottingham and one in Birmingham, in which the comparative costs, disability access, ease of attendance for participants, availability of training equipment, etc, etc might go on for 20 minutes.

The Minutes would read:

'After some discussion, it was resolved that the meeting would be held in Birmingham on grounds of cost, disability access and availability of training equipment'.

Minutes record what the meeting did, not what the people said.

Useful Information for Clubs



Topic 30: National Minimum Wage

A Short Guide for Employers

What is the National Minimum Wage?

The national minimum wage is a legal right, which covers all workers in the U.K. It became law on 1st April 1999. The minimum hourly rate for workers is split into two bands, aged from 18 to 21 and aged 22 or over. If you take on a new worker aged 22 or over and you are providing accredited training, you may pay them one rate for the first 6 months after which a higher rate applies. In this case, you will have to come to an agreement with the worker committing you to providing training on at least 26 days during that 6-month period. A detailed guide to the national minimum wage explains which kinds of training are accredited. The rates alter each 1st October and employers must ensure they make enquiry to ensure the correct rate is applied. The contact telephone numbers and web site details are listed at the bottom of this note.

Will It Apply to Everyone I Employ?

Most workers in the UK, including home workers, agency workers, casual workers and pieceworkers, are entitled to the national minimum wage.

What Counts as Pay?

Not all the money you pay a worker counts as pay for the purposes of the national minimum wage. For example, incentives, bonuses and performance-related pay do count as pay, while allowances, such as regional allowances, which are not consolidated into an employee's basic pay, DO NOT. Extra money above basic rates that is paid for overtime or for shift work does not count. Most benefits in kind such as uniforms, meals or private health insurance are also excluded. The only benefit in kind, which can be counted, is accommodation. There are special rules for calculating the value of the accommodation provided which counts towards the national minimum wage.

For a complete list of what does and does not count as pay, see 'A detailed guide to the national minimum wage'.

What Counts as Hours?

The number of hours for which you have to pay your workers the national minimum wage is calculated differently according to the type of work they do. There are four distinct types:

1. If you pay your workers for working a set number of hours or a set period of time, they are doing **TIMEWORK**.
2. If your workers have a contract to work a set number of basic hours each year in return for an annual salary paid in equal instalments, they are doing **SALARIED HOURS WORK**.

Useful Information for Clubs



Topic 30: National Minimum Wage

3. If you pay your workers according to the number of things they produce or the number of sales or deals they make, they are doing **OUTPUT WORK**. In this case, there is an option for you to have a written agreement with a worker stating a 'fair estimate' of the number of hours he or she should work.
4. If you pay your workers to do a specific task, but there are no set hours, they are doing **UNMEASURED WORK**. Again, there is an option for you to have a written agreement with a worker setting out the average number of hours he or she should work each day.

For more information on all these types of work and on employer agreements, see a detailed guide to the national minimum wage.

Enquiries: 0845 6000 678 or www.dti.gov.uk
Detailed Guidance: 0845 8450 360

Useful Information for Clubs



Topic 30a: National Minimum Wage – Tax Implications

Corporation Tax & PAYE Implications for Clubs

Inland Revenue

Clubs, Societies and Voluntary Associations, unless they are already limited companies, are treated as ‘unincorporated associations’ for tax purposes. This means they are liable to Corporation Tax on any profits or chargeable gains they may make.

There is a leaflet available from the Inland Revenue (IR46) which provides explanations for many of the things that you may ask yourself about your Clubs potential liability to tax. Some of the most likely forms of income or gains that you are likely to encounter are summarised in the booklet.

It is suggested that you obtain a copy of the booklet and familiarise your self with your own Clubs taxation responsibilities. If you are in any doubt as to your Club’s position, contact your local tax office. They are happy to help with advice.

Chargeable Gains are based on the net gains realised on the disposal of an asset. There is a leaflet (CGT1) available from your Tax Office which provides further information about the computation of Capital Gains.

If you think your Club is liable to Corporation Tax, the Club must make a return annually to the Inland Revenue. This is what is called Corporation Tax Self Assessment and applies for all accounting periods ending after 1/7/99. Earlier tax years are covered by previous legislation. It is recommended that you contact you local Inland Revenue office, if you need any advice on whether your Club needs to make a return.

Unless your Club is subsequently found to be not required to make an annual return a return once issued must be filed by the first anniversary of the accounting period concerned. Failure to do so can result in a penalty. Failure over several years result in larger penalties. Any tax liability must be paid within 9 months of the end of the accounting period.

Having said that there are circumstances where the Inland Revenue may decide that on the basis of your Clubs ‘profits’ an annual return is not cost effective. You will have to discuss your Club’s circumstances with your local Tax Office. Your local Tax Office will be the address of the Clubs Premises, (if applicable), or the private address of the Club Secretary or Treasurer.

Useful Information for Clubs



Topic 30a: National Minimum Wage – Tax Implications

Currently, as at February 2003, there are several paths that Clubs can take which may result in them having no tax liability:

1. Community Amateur Sports Clubs (CASC) see separate sheet on this subject in this folder.

Details can be found at: <http://www.inlandrevenue.gov.uk/budget2002/hmt3.htm>

It is recommended that Clubs obtain the details from the Inland Revenue before taking any action.

2. Charity Status

Help on this subject can be found at:

<http://www.charitycommission.gov.uk/registeredcharities/sport.asp>

It is correct to say that the requirements of Charity Status are somewhat more onerous and may not be suitable for many bowls clubs. It is advised that you should consider all factors most carefully before making any decisions in this direction.

3. Corporation Tax rates for the years from 1/4/2003 on 'profits' under £10,000.00

As from 1/4/2003, there is a tax band of 'nil' for 'profits' below £10,000.00. This is likely to apply to many Clubs. It may, depending on the discretion of your local Inspector of Taxes, involve your Club not having to make a return for a set period of years. Inspectors of Taxes have some discretion in this area. If your local Tax Office still requires you to make a Corporation Tax return then at least the Clubs liability will, under these circumstances be reduced, in many circumstances to nil.

PAYE or Pay as You Earn

The most common situations that you will encounter are the payment of wages and or grants towards Officials Expenses.

If you employ anyone or pay any Officer or Club member a grant towards expenses, this **is** taxable and this will include, for example, someone who cuts the green for a small amount of money paid by the Club. Much will depend on the employee's, etc personal circumstances. As to what extent, however, it is the Club's responsibility to ensure that it complies with PAYE regulations. Clubs should not rely on the fact that the person concerned has assured them that no tax is due. The Club may and probably will not be aware of the full personal taxation circumstances of the individual and it is dangerous to make assumptions.

If you pay wages, grants towards expenses and/or benefits you should contact you local Tax Office to ensure that you account for PAYE correctly. Most local Tax Offices are organised

Useful Information for Clubs



Topic 30a: National Minimum Wage – Tax Implications

into areas and they will have a Business Support Team that is specifically available to help ‘employers’ understand the system. They will also visit you to help explain matters.

There are also telephone help lines available. For new employers **08456 070143** and for established employers **08457 143143**.

PAYE and its operation is a very large subject and it is impossible to cover in any great detail here. If you encounter any matter that you are unsure about then you should contact your Tax Office for advice.

Additional information

To find your local Inland Revenue office, look in the telephone directory under Inland Revenue. If Internet access is available to you then <http://www.inlandrevenue.gov.uk> has a wealth of information to help you and many of the forms and leaflets produced are downloadable.

Useful Information for Clubs



Topic 31: Organising Bodies Within Bowls

Bowls England (BE).

Bowls England is the National Governing Body for lawn bowls played outdoors in England. They run the National Championships and Competitions for the 35 Counties affiliated to them. In addition, they set the policy for the game through the National Council comprising two members from each County, one male and one female, and who are elected annually by your club representatives at the County AGM and the officers of the Association. Apart from these, BE administer many other aspects of bowls.

During the season the staff at the BE Headquarters at Leamington Spa and Worthing handle 35 – 40,000 entries to the National Competitions, nearly 1,000 Tournament licences, organise 40+ Presidents matches for clubs celebrating an anniversary, the Junior and Senior International trials and matches and many other varied tasks to ensure the smooth running of the sport

The County Association.

Each club is affiliated to a County and the 35 Counties are affiliated to BE. The Counties administer the sport in their own area and run the County Competitions that lead to the National Championships at Leamington Spa or Worthing during August. They collect the affiliation fees on behalf of BE for every playing member in the County.

Your County is the integral link between the clubs and BE.

Your Club.

All members are affiliated to their club who in turn is affiliated to the County. The club runs the day to day affairs for it's members and ensure that the bowls runs smoothly and if the club have any problems or difficulties they can go to their County for help and assistance.

Overall View.

The overall position of everything is that the 120,000 Club Members are affiliated to 2400 clubs who are affiliated to one of 35 Counties and they in turn are affiliated to BE.

Governing of the game at a World level is the responsibility of the World Bowls Board (WBB) and there are 8 Full Member Countries, 15 Associate Member Countries and 12 Affiliated Member Countries. The WBB run the World Championships on a four year cycle.

Useful Information for Clubs



Topic 32: Performing Rights Society Music Licence

Legal Right of the Performing Rights Society (PRS)

Firstly it is necessary to examine the different types of licences potentially necessary for Bowls Clubs that play music on their premises.

Types of Licence Fees

- 1 There are two separate licence fees that are generally required when a sound recording is played in public. There is a copyright in the **actual sound recording**, for which a licence fee from the **Phonographic Performance Limited (PPL)** is needed. These fees are then distributed to record companies and performers.
- 2 There is a separate copyright in the **musical and lyrical composition** for which a licence from the **PRS** is needed. These fees are then distributed in the main to composers and publishers.
- 3 Under Chapter VII of the Act, licensing bodies such as the PPL and PRS have the authority to collect licence fees on behalf of the members of their organisations.

Playing of Sound Recordings

- 1 Under Section 67 of the Act, there is an exemption from having to pay a licence for the **playing of sound recordings** for the purposes of the Bowls Club if certain conditions are met. Those conditions are:
 - a. The Bowls Club must not be established or conducted for profit;
 - b. The main objects of the Clubs must be charitable (under the current Charities Act 2006 – the advancement of amateur sport is a charitable purpose) or otherwise concerned with social welfare. In determining whether or not a bowls Club is charitable or concerned with social welfare, the indicator is the way the Club's affairs have been conducted as well as its rules;
 - c. The individual playing the sound recording must be a person acting primarily and directly for the benefit of the Club and not acting with a view to gain – therefore not a DJ;
 - d. Any proceeds of charge must be applied solely for the purposes of the Club.
 - e. Any proceeds from the sale of goods or services must be applied solely for the purposes of the Club.

Useful Information for Clubs



Topic 32: Performing Rights Society Music Licence

- 2 If all the above criteria are satisfied, the exemption under this part of the Act, will exclude the Club from liability for payment to the **PPL** for the copyright in the actual sound recording, but this **will not** preclude the liability to pay the **PRS** for the copyright in the underlying musical and lyrical composition.

Free Public Showing or Playing of Broadcast

- 1 Under Section 72 of the Act, there is another exception to the infringement of copyright for the **showing or playing in public of a broadcast and any film or sound recording included in it** to an audience.
- 2 Certain criteria have to be satisfied however for the Club to be captured by this exception:
 - a. The persons must not have paid admission to the place where the broadcast is to be seen or heard. What is meant by this is that the persons must be;
 - i admitted as members of the club where the payment is only for membership of the Club, and
 - ii the provision of facilities for seeing or hearing the broadcasts must be only incidental to the main purposes of the Club.
 - b. The playing or showing of the broadcast must also form activities of a Club not established or conducted for profit. The criteria for such a Club have already been outlined above.
- 3 However, this exception also only applies to the need for a **PPL** licence for the excepted sound recording played in any film or broadcast and **will not** preclude the need for a **PRS** licence.

Need for a PRS Licence

- 1 Therefore, the Bowls Club who has referred this matter to the CCPR may be captured by any exemptions under the ACT with respect to payment of PPL licence fees, but not the PRS licence fees. There is no similar regime of exemptions for PRS licence fees.
- 2 The licence fee that the PRS charge is not for having Audio/Visual equipment on the premises, rather for the copyright in the lyrical and musical composition of the works played on the equipment.

Useful Information for Clubs



Topic 32: Performing Rights Society Music Licence

PRS Right to Information and Right to Access

- 1 The PRS does not have a legal right as such to demand that Clubs inform them of their audio/visual set up, nor to demand physical entry onto club premises, if those premises are private property.
- 2 However, as has been established, a licence fee is required to be paid to the PRS and it has also been found, through an investigation into industry practice, that it is customary for clubs to permit PRS 'inspectors' onto their premises to examine the a/v set up principally for the purposes of ensuring an accurate tariff is set, in accordance with its own criteria for determining licence fees.
- 3 It should also be borne in mind that although the clubs are under no legal obligation to permit access to the PRS, the PRS has a legal right to commence civil proceedings if it has reasonable grounds to believe that copyright infringement is taking place on the premises.
- 4 A number of remedies would be available to them if their case is made out, including damages, and/or an injunction to prohibit the playing of the copyrighted music by the club. The PRS also have the option of applying to the Court for a search order to enter and inspect items, where there is strong evidence to suggest that infringement is taking place.
- 5 The CCPR is currently in negotiations with the PRS as to a fee level with a view to achieving a uniform and mutually agreeable tariff for all clubs.

Television Licence

All the above does not preclude any Club from requiring a Television Licence if they have a television set on the premises.

This information is based on correspondence between the CCPR and Solicitors, Bates, Wells and Braithwaite of London.

Copyright House
29-33 Bemers Street
London.
W1T 3AB.

Tel: General Enquires: 020 7580 5544.
Public Sales: 0800 068 4828.
Online Services: 02073 064347

Useful Information for Clubs



Topic 33: Planning and Building Regulations

In the event of your club proposing to improve or enlarge its premises, they should read the *New Statutory Instrument 2006* issued by the Government as a result of a European Directive.

This completely alters the way building regulations are implemented and take away from local authorities any discretion in allowing variation to the rules.

Structures are classified as either 'domestic' or 'commercial' and bowls clubs fall into the Commercial class.

Part of these new regulations (Section L – Conservation of Fuel and Power) is aimed at reducing carbon emission by 28% over the previous rules. The regulations cover lights, heating, extractor fans and building materials. Complicated equations are involved in working out how to comply.

All new commercial buildings have to have a central heating system installed even if only used occasionally. Also the building will be pressure tested. Fire regulations have been tightened up - see Section 'New Fire Safety Law.

For further advice you should consult your local authority building control services. Please note costs have increased considerably because of the new legislation.

For detailed information refer to the following:

www.building-regulation.org

Useful Information for Clubs



Topic 34: Protecting Your Club - Checklist

As a general rule, all clubs need to be aware of their responsibilities in protecting its members, the club fabric and visitors to the club. The general public are more claims conscious than ever before and with the recent growth of the “no win, no fee” specialists, the claims bill facing many insurance companies is likely to go on rising.

This is why many of you have seen your Club insurance premiums rising lately. Simple arithmetic says that if you are paying out more than you are getting in, the gap has to be covered and that’s when premiums go up.

Bowls England believe that many of these claims CAN be prevented and have devised this checklist as a working document for you to use to assess the risks your Club may face.

It is not meant to be a definitive catch-all and should not replace a comprehensive risk management assessment. But it will identify some key areas you should be reviewing on a regular basis. It will also play a part in helping you to protect your premises, employees and should help to maintain sensible insurance premium levels.

Fire Prevention / Protection

Tick once completed:

Have you carried out a fire risk assessment?

Are members, volunteers and staff aware of fire evacuation procedures?

Are all fire exits clearly marked with modern signage?

Do you evaluate arson risks, eg Letter boxes, windows, etc?

Do you maintain fire extinguishers under contract?

Do members, volunteers and staff know how to use them and where they are?

Have you installed a fire alarm?

Do you arrange annual checks and servicing of all electrical equipment?

Do you arrange for a qualified electrician to inspect your Club’s wiring at least every three years and retain a copy of the certificate?

Do you protect wiring against knocks/damage?

Are sockets adequate for the load and do you avoid use of extensions?

At the end of a session, do you empty ashtrays into a metal bin and remove from the premises?

Do you clear all waste and rubbish from the Club and place outside premises, away from the building?

Do you have proper agreements with ‘approved contractors’ authorised to carry out immediate repairs?

Useful Information for Clubs



Topic 34: Protecting Your Club - Checklist

Accident and Injury Prevention – Slipping and Tripping

Tick once completed:

Have you ensured there are no trailing wires?

Is your carpet (including on stairs) and flooring fixed and safe?

Are stairs properly lit and is the handrail safe?

Have you provided mats to prevent slipping, especially in winter and in doorway entries?

Do you use 'slippery surface' signs to mark any potential tripping / slipping obstacles?

Have you fitted non-slip flooring behind the bar and kept areas clear from obstruction?

Are mops and buckets available to clear up spillages and do you display clear slip warning signs?

Are your toilet areas inspected regularly when the Club is open?

Are steps and ladders safe to use and assistance offered to those using them?

Are proper glass-collecting carriers used?

Are gangways in public and staff areas free of rubbish?

Are fire doors kept clear and unlocked when first person enters?

On a weekly basis do you check the club car park is free from waste material, glass, pot-holes and any other hazards?

Is the external and inside lighting adequate?

Food Safety

Tick once completed:

Have all staff who produce food, even sandwiches, taken a basic hygiene course?

Are fridges fitted with thermometers and are these regularly checked?

Where food frying is involved, what arrangements are in place to inspect the cleaning filters and vents?

Do you separate barbecues from non-food areas to minimise risk of injury from fire?

Do you ensure raw meats, sausages, etc are stored properly to avoid contamination?

Do you thaw frozen food fully before cooking and ensure that it is cooked through?

Useful Information for Clubs



Topic 34: Protecting Your Club - Checklist

Is there a franchise for your catering and do they have the necessary certificates and take the correct precautions required?

Crime Prevention

Tick once completed:

Do you check all windows and doors are securely locked at the end of a session?

Do you ensure no-one is left inside?

Do you set alarm system properly when leaving?

Do you lock all monies securely in a safe?

Do you empty all till drawers and leave open?

Do you count all money away from public view including wage packets – preferably using a locked room?

Do you avoid regularity in taking cash to a bank: vary your route times, days and amounts carried?

Have you considered using specialist cash carrying cases or waistcoats when transporting money or considered using a security company?

Do at least two people take cash to the bank, even if it is under £3,000?

Have you considered issuing mobile phones or attack button devices to stewards and other staff?

Have you considered a security risk assessment by your local Police Crime Prevention Officer?

Do you receive regular alarm maintenance and advice?

Have you considered suitable location of gaming machines and installed protective cabinets?

First Aid

Tick once completed

Do you have adequately trained First Aiders?

Do you have a properly stocked First Aid kit?

Are arrangements in place as to when a hospital should be alerted?

Do you record in a log book all accidents whether to an employee, visitor or member?

Do you display the statutory Health and Safety poster and signage?

Bar / Cellar Safety

Useful Information for Clubs



Topic 34: Protecting Your Club - Checklist

Tick once completed

Have you trained your staff on how to lift properly? If a hoist or lifting equipment is installed, does it meet safety regulations?

Are cellar stairs in good order and edges marked in white and any rounded edges replaced or protected with metal edging?

Is the cellar lighting adequate?

Are there any means of escape?

Do you provide aprons, goggles and gloves or barrier creams and make sure staff uses these?

Does your hoist or any lifting equipment meet statutory obligations?

Do you remove trade waste from the building, especially in boiler areas, as soon as possible?

Do low ceilings have soft protection to avoid head injuries?

Are gas bottles correctly stored and handled?

Weather Damage

Tick once completed:

Do you check your guttering for blockages and defects and repair as appropriate?

Do you inspect roof annually and repair where necessary?

Do you have heating systems / plumbing regularly checked by approved engineers?

Have you arranged a winter maintenance check?

Do you check your club's exposure to flooding?

These are not exhaustive but provide a good guide to help keep your club well maintained and free from the possibility of accidents and insurance claims.

Useful Information for Clubs



Topic 35: Smoking – General Information

On 1st July, 2007, the ‘Smoke-Free (Premises and Enforcement) Regulations 2006’ come into force. These regulations set out some of the detail of the Health Act 2006.

Smoking is prohibited in any building open to the public which is enclosed or substantially enclosed. Full definition of ‘enclosed or substantially enclosed’ can be found on the Smokefree England factsheet on the National Health Services website – www.smokefreeengland.co.uk. Premises are ‘open to the public’ if the public or a section of the public has access to them, whether by invitation or not, and whether on payment or not.

Such premises are required to have ‘No Smoking’ signs in place at each entrance and displayed in a prominent position. Regulations regarding size and wording of the signage can be found on the above website.

As all licensed premises and membership clubs are subject to these regulations, bowls clubs have to conform. Please note that structures such as tents, marquees or similar are also classified as enclosed premises.

Smoking on the green will be prohibited during all rounds leading to National Championship Finals. Failure to adhere to this will result in disqualification.

Regarding smoking on the greens during play for other matches and competitions, this is at the discretion of individual clubs. However, Bowls England is fully supportive of the Government’s initiative to ban smoking in public places and would endorse a club’s right to impose such a ban.

It is the responsibility of the Club’s Committee to ensure that the ‘No Smoking’ Policy is adhered to.

For breeches of the law, liability of any responsible individual within the club will ultimately come down to the legal structure of the club its constitution or articles of association.

Attached is a suggested ‘No Smoking’ Policy for Clubs which can be adapted as appropriate.

Useful Information for Clubs



Topic 35: Smoking – General Information

No-Smoking Policy for (*Insert Club Name*) Bowls Club

Effective from (*insert date*).

Introduction

- Second hand smoke is both a public and workplace health hazard.
- This No-Smoking Policy seeks to guarantee the right of all to breathe air free of tobacco smoke and to comply with smoke-free legislation within the Bowls Club buildings.
- Adequate signage will be displayed to inform club members, visiting players, general visitors, contractors or employees, of the smoke-free status of Bowls Club buildings.

The Policy

Smoking is not permitted in any part of the Bowls Club building or entrance at any time, by any person regardless of their status or business within the Bowls Club buildings.

Smoking will not be tolerated at, or in near vicinity of, entrances and exits.

Smoking on the bowling green or adjacent parkland exterior to the Bowling Club is as governed by (*Insert name*) Policy.

Vehicles

To comply with smoke-free legislation smoking is not permitted in vehicles used for Bowls Club player transportation, unless when used exclusively by a single individual.

Health & Safety Representative

This policy has been devised in full consideration of all club members. It enjoys the support of the (*Insert name*) Committee and Health and Safety representative(s).

Informing Members of the Policy

Members have received 90 days advance notice of the implementation of this policy, a copy of which is displayed in the clubhouse.

Further copies of the policy are available on request from the Bowls Club Secretary.

Visitors

All visitors, contractors, deliverers and temporary staff are expected to abide by the terms of this policy.

The following arrangements have been made for informing them of its existence:

- Adequate signage
- On application to join the club either as a full or social member or on membership renewal.
- On fixtures documentation with visiting clubs and on club fixtures cards.
- Existing members, and any new members when enrolled, will be given a copy of this policy.

Useful Information for Clubs



Topic 35: Smoking – General Information

Help for those who Smoke

Smoking club members who wish to quit may be provided with support to enable them to do so:

- Via the NHS Stop Smoking Service, free-phone help-line **0800 169 0169**.
- Smoking Cessation support is also available from the above help-line.

Compliance Requirements of the Policy

Club member breaches of this policy will be subject to immediate suspension from membership of the Bowls Club for a period of not less than 1 month. Membership reinstatement will be at the discretion of the (*Insert name*) Committee at their next scheduled (*Insert name*) Committee meeting.

Visiting player breaches of this policy will be subject to immediate escort away from the Bowls Club facilities. Anyone breaching this policy shall leave without further participation in any game or hospitalities taking place.

Implementation and maintenance

All Bowls Club (*Insert name*) Committee members are responsible for ensuring the implementation and maintenance of this policy. However all club members have a personal responsibility in ensuring their personal compliance and in ensuring that all those who enter the premises are made aware of and observe the policy.

Comments, Complaints, Monitoring and Review

Comments or complaints related to this policy should be addressed to the Bowls Club Secretary.

This policy will be reviewed at the first new (*Insert name*) Committee meeting following the Bowls Clubs AGM.

Changes to the Policy

21 days notice will be given of proposed changes to this policy, by posting of proposed changes in clubhouse.

Club members will be consulted in a reasonable time about any proposed changes.

This policy was adopted by the (*Insert name*) Committee at their meeting on (*state when*)

Useful Information for Clubs



Topic 37: Umpires and Markers

Umpires and Markers – Their Role, Responsibilities and Authority

The Umpire

Role: The role of the Umpire is as an arbiter, ensuring the Laws of the Sport are enforced with tact. Their attitude and actions should be such that he is regarded more as a helper than a restrictor. It is essential that they are not only seen to be, but are neutral at all times. They must ensure the game is smoothly run with no unnecessary interference and should refrain from any intervention unless there are flagrant misinterpretations or deliberate contraventions of those Laws. They are on hand to arbitrate on any dispute, and to give their opinion as to the interpretation of the finer points of a Law.

Responsibilities:

Preliminaries: Ensure that the green on which the event is to be played fully complies with the several requirements of the Laws of the Sport affecting the size of green, width of rinks, placement of rink and side bank markers, height from playing surface and angle (if applicable) of bank, width, depth and material in ditches, these checks should be carried out well before the commencement of the event.

Before Commencement of the Game: On arrival of the players, requests should be made to the senior representatives of each side for player's bowls to be offered for inspection so as to ensure they are in accordance with the requirements as to date, serial number and, if applicable, distinguishing marks, and all bowls used by a player are from the same set.

During the Game: Enforce the Laws of the Sport as described above, be attentive at all times, not just sit in a chair at one corner of the green. Ensure you are in the right place at the right time should an incident occur so as to prevent undue delay. To hear the shout for 'Umpire' several times is disconcerting both to players and spectators and projects a poor image of the umpire concerned and all umpires. Be proficient in the use of all devices for measuring to project to the player's competence that your measuring can be relied on. Confidence is essential so as to indicate total control.

During non-international events, the Umpire has total control and must therefore have a comprehensive knowledge not only of the Laws of the Sport but also the Rules or Regulations attached to a particular competition or tournament they have been appointed to cover.

The Rules or Regulations of a particular tournament, league or other event do not override the requirements of the Laws of the Sport unless such Rules or Regulations comply with the Laws of the Sport and have been approved by the National Authority and are displayed at the Club.

Useful Information for Clubs



Topic 37: Umpires and Markers

Authority: The Umpire's authority comes from his appointment by a 'Controlling Body' to officiate at a particular event. With that authority comes the role and responsibilities to control that event in all aspects, to ensure the Laws of the Sport and other Regulations which may be attached to the event are complied with.

The Marker

Role: The role of the marker is to assist the players in a singles match so as to enable the players to concentrate wholly on the match in hand.

Responsibilities: The responsibilities of a Marker are as numerous as an Umpires and on some occasions even more so.

In the Absence of an appointed Umpire, the Marker has to take control of the whole game.

Check all bowls to ensure compliance with the Law requirements and ascertain that the rink dimensions are correct prior to the commencement of the game.

Centre the Jack and ensure a correct length and position.

Mark all Touchers immediately they come to rest and ensure the opponent is not attempting to deliver his bowl until such time as the Toucher is marked - the rink still belongs to the player whose bowl is being marked until such time as the Toucher is marked.

Mark the scorecard and regularly keep the players informed as to the state of the game. At the close of the game obtain the signatures of both players on the card, check the scoring totals are correct, sign the card and return it to the controlling body or as the rules of the particular competition dictates.

Reply to any questions from the players as to the state of the head. The replies should be clear and to the point.

Concentration on the play and of the players is essential so as to avoid unnecessary delay in keeping the game running smoothly.

If a player has to repeat his question then the Marker has failed and the game may be spoilt. Indication of which bowl, in his opinion, is shot and on completion of the end remove the mat from the previous end as necessary.

If requested by the players, the Marker measures all doubtful shots but never attempts to do so without being requested. Never turn a bowl out of the head after measuring; the players should do that after agreeing shots, or if an Umpire is present and the players refers to him then he does that.

Although it is not the responsibility of the Marker to keep any scoreboard up to date, their responsibilities are to the players on that rink of play on that day. It may be advantageous to do this, thus saving the players another task and keeps the spectators informed.

Authority:

The Authority of the Marker comes from the 'Controlling Body' who appoints the Marker in accordance with the Laws of the Sport requirements, or from the individual who has requested an individual to act as a Marker.

Useful Information for Clubs



Topic 37: Umpires and Markers

Questions:

Try to answer a question so that the players do not have to ask another to get the answer they really want.

Examples:

The player on the mat is holding 2 shots and asks the question - "Am I one down?"

The old way to answer that would have been to say No!

After about three more questions the player will have the answer that he really wanted if the Marker had answered "No, you are holding 2 shots."

The player on the mat asks if the last bowl finished jack high when the bowl actually finished a bowl short.

The answer should be "No, one bowl short" because if you had said "No", the next question would be "Where is the bowl in relation to the jack".

So you had answered the question without the need for further questions.

Answers are important as they save the players lots of frustrations.