



## CONSTITUTION OF A CLUB

- 1 Name**  
The name of the Club is and shall be the ..... (name) Club.
- 2 Legal status**
  - 2.1 The Club is and shall continue to be a distinct and separate legal entity with the power to acquire, to hold and to alienate property of every description whatsoever and with the capacity to acquire rights and obligations and having perpetual succession.
  - 2.2 The Club is and shall be a juristic person and can act and be acted against in its own name.
  - 2.3 The property and funds of the Club vest in the Club as a juristic person and no member of the Club shall be liable for the debts of the Club.
- 3 Interpretation**  
In this Constitution, except in a context indicating that some other meaning is intended,  
“club” means the (name) Club;  
“game” means the game of (name of sport);  
expressions in the singular also denote the plural, and vice versa;  
words and phrases denoting natural persons refer also to juristic persons, and vice versa;  
pronouns of any gender include corresponding pronouns of the other gender; and  
the headings shall not be treated as forming part of the Constitution, as such headings are for convenience of reference only.
- 4 Policy**  
The Club shall, in carrying out its objects and in all its activities and functions at all levels–
  - 4.1 observe the principles that:
    - 4.1.1 the game should be played, administered and promoted on a non-racial, non-political and democratic basis;
    - 4.1.2 all persons, irrespective of race, colour, creed or gender, should have the right, in whatever capacity, to participate in the game and activities of the game;
  - 4.2 forbid any form of discrimination based on race, colour, creed or gender.
- 5 Objects**
  - 5.1 The main objects and powers of the Club are and shall be–
    - 5.1.1 to administer, promote, foster, encourage and provide facilities for the game;
    - 5.1.2 to hold and arrange (name of game) matches and competitions;



- 5.1.3 to arrange for, grant and contribute towards the provision of trophies, awards and distinctions;
- 5.1.4 upon such terms and conditions as the Club may deem fit, to purchase, sell, hire, let or otherwise acquire or dispose of or deal with any property, movable or immovable, which may be required for the purposes of, or be capable of being used in connection with, any of the objects of the Club, including, without limiting the objects and powers of the Club–
  - 5.1.4.1 the procurement and provision of (name of the game), amenities and other conveniences considered by the Club to be necessary for fulfilling the objects of the Club;
  - 5.1.4.2 the erection, maintenance, improvement or alteration of any building, stands or structures;
  - 5.1.4.3 the charging of admission to the grounds of the Club, the determination of admission prices, and the making of regulations in connection with admission by the public, players and others.

## **6 Powers of the club**

In pursuance of the main objects and powers of the Club and subsidiary thereto, the Club shall have all such powers as are necessary for the proper attainment of the object set out in 5 above and shall in particular, have the following express powers:

- 6.1 to enter into such arrangements with appropriate authorities as the Club may deem conducive to its objects or any of them, and to obtain from such authorities any rights, privileges and concessions which the Club may deem advisable to obtain; and, whenever the Club deems it necessary, to apply to any authority to authorise the doing and performing of any object of the Club, or for any authority deemed necessary in connection therewith;
- 6.2 to accumulate capital for any purpose of the Club, either by capitalising unexpended income or otherwise, and to appropriate any of the Club's assets for specific purposes, either conditional or unconditional;
- 6.3 to subscribe, administer and invest the funds of the Club in:
  - 6.3.1 any recognised banking, trust and other financial institution;
  - 6.3.2 mortgage bonds, participation bonds and securities issued or guaranteed by government, municipal and local authorities or public utility corporations in South Africa;
  - 6.3.3 the purchase of land, buildings, debentures, securities and all kinds and descriptions of movable and immovable property, and in savings accounts and fixed deposits, and in pension and growth funds, and in shares in government and municipal stock, with specific power to sell, lease, mortgage, dispose of, give in exchange, work, develop, build, improve, turn to account and deal with all or any part of the property and rights of the Club, on any terms which may from time to time be deemed fit by the Club;
- 6.4 subject to the provisions of paragraph 6.3 above, to invest and deal with any monies of the Club not immediately required for carrying on the business of the Club, upon such securities and in such manner as may from time to time be determined by the Club, and to realise, vary, reinvest or otherwise deal with such securities;
- 6.5 to borrow, raise and secure the payment of money in such manner as the Club may deem fit, and to pledge, mortgage or otherwise secure, for the repayment of such monies, all or any of the property and assets of the Club;
- 6.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments, and to open and operate banking and other accounts in the name of the Club;
- 6.7 to effect assurances of all descriptions, including assurances against accidents of any description, against liability to pay compensation for injuries happening to or sustained by any employee, official, administrator and player of or connected with the Club, against liability to pay damages to any person in consequence of such accident, and to pay the premiums and other monies required to keep such policies of assurance of full force and effect;



- 6.8 to make payment towards medical aid of any employee and ex-employee and to grant pensions, allowances and ex gratia payments;
- 6.9 to open bank and building society accounts in the name of the Club and to draw, accept, endorse, make and execute bills of exchange, promissory notes, cheques and other negotiable instruments connected with the business and affairs of the Club;
- 6.10 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers, or otherwise concerning the affairs of the Club;
- 6.11 to do all such other things as are incidental or conducive to the attainment of the above objects, whether main or subsidiary.

## **7 Limitations**

The income and property of the Club when derived shall be applied solely towards the promotion of its objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the Club: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Club or to any member thereof in return for any service actually rendered to the Club.

## **8 Affiliation**

- 8.1 The Club shall be and remain affiliated to the ..... (name) Union;

## **9 Membership**

Membership shall consist of the following:

- 9.1 Ordinary members;
- 9.2 Life members; and
- 9.3 Honorary life members.

## **10 Qualification for membership**

- 10.1 Any person who makes a written application to become a member of the Club and whose application is accepted by the Executive Committee shall be and become an ordinary member of the Club.
- 10.2 Any person who makes written application to the Club and undertakes to pay such sum as determined by the Executive Committee from time to time and whose application is accepted by the Executive Committee shall become a life member of the Club.
- 10.3 An honorary life member shall be a person proposed by the Executive Committee and who has been so elected at an Annual General Meeting of the Club by reason of having conferred some special benefit upon the Club.

## **11 Application for ordinary or life membership**

- 11.1 Any person applying for ordinary or life membership shall be required to complete such membership application form as may be prescribed by the Executive Committee from time to time. The application shall in all respects comply with the provisions of this Constitution.
- 11.2 Applicants for ordinary or life membership shall be obliged to agree to be bound by this Constitution and the rules and regulations made in terms thereof.



- 11.3 A list of names of such applicants shall be displayed on the notice board at the club house for a period of at least 10 (ten) days. During the period of 10 (ten) days aforesaid, members shall be invited by way of notice displayed on the notice board to object, if they so wish, to any applicant for membership, and to submit their objections together with the reasons for such objections in writing to the Executive Committee by no later than 5 (five) days after the expiry of the 10 (ten) day period.
- 11.4 The Executive Committee shall be entitled, but not obliged, to take into account any of the objections received from members to the acceptance of an ordinary member or life member.
- 11.5 The rights, duties and privileges of membership shall only become effective after the payment of the relevant entrance fee and annual subscription fee.
- 11.6 A candidate may withdraw or amend his application at any time before the meeting of the Executive Committee to consider the same.

## **12 Entrance fees and subscriptions**

- 12.1 The entrance fees for ordinary members shall be such sum as the Executive Committee shall from time to time determine.
- 12.2 The annual subscription payable by ordinary members shall be such sum as the Executive Committee shall from time to time determine. Members joining during a year shall be liable to pay a pro rata portion of the annual subscription for that year. The Executive Committee shall give at least one month's notice to all ordinary members of its intention to increase any annual subscription and such increase shall be effective on the date stipulated by the Executive Committee.
- 12.3 All entrance fees payable by ordinary members shall become due and payable within 30 (thirty) days after election. Annual subscriptions shall be due and payable annually in advance by 1 March of each year.

## **13 Liabilities, duties and rights and privileges of members**

- 13.1 A member who has discharged all his duties in terms of this Constitution shall be:
- 13.1.1 entitled to speak and vote at a General Meeting of the Club;
- 13.1.2 eligible to be elected as a member of the Executive Committee of the Club; and
- 13.1.3 entitled to all the rights and privileges derived from his membership of the Club.
- 13.2 Membership of the Club does and shall not give to any member of any class any right, title, interest, claim, demand in or to any of the monies, properties or assets of the Club.
- 13.3 Any member who has been accepted as a member of the Club shall be bound by the Constitution, regulations and rules of the Club.
- 13.4 The liabilities of members of any class is limited to the amount of unpaid subscriptions, including any other amount owing by them to the Club.
- 13.5 The duties of members shall include -
- 13.5.1 the adherence to the terms of the Constitution, regulations and rules of the Club in their broadest context;
- 13.5.2 seemly and gentlemanly conduct at any venue where a game is played;



- 13.5.3 to act honestly towards the Club and its members;
- 13.5.4 to act in the best interests of the Club;
- 13.5.5 to further the objects of the Club;
- 13.5.6 to act in good faith towards the Club and its members; and
- 13.5.7 not to bring the name of the Club into disrepute through any conduct whatsoever whether or not such conduct is associated with the game of the game.

#### **14 Termination or suspension of membership**

- 14.1 A member may resign from the Club on written notice given at any time. He shall not be entitled to a refund of any fees or amounts paid in respect of any period after the date of resignation.
- 14.2 If any member should fail to pay any amount owing to the Club, whether for subscriptions, levies, entrance fees, goods or services supplied by the Club, or otherwise, howsoever arising, then his membership of the Club may be terminated by the Executive Committee on written notice to his last known address. The Executive Committee may in its discretion reinstate such person on the payment of all arrear amounts and upon such terms as the Executive Committee may decide.
- 14.3 No member who has not paid his subscription within three months after it became due is allowed to remain a member while his or her subscription is unpaid.
- 14.4 The Executive Committee shall have the power to take such steps as it may deem fit against any member failing to comply with or contravening this Constitution, any of the regulations or rules of the Club, any resolutions adopted and rulings made by the Club or its Executive Committee, any contract entered into by the Club, any competition established by the Club, or the Rules of the Game; and in general, to take such steps against any member, whose actions, or lack of action in its sole opinion are/is detrimental to the best interests of the Club and the game.
  - 14.4.1 Notwithstanding anything to the contrary contained in this Constitution the Executive Committee may delegate its powers in terms of this paragraph to a committee, or tribunal, or an ad hoc committee established from time to time for a specific purpose and for a specific period of time, and may for this purpose issue regulations regarding any matter which shall or may be prescribed in terms of this paragraph, including procedure to be observed in the conduct of hearings, the right of appeal, and in general, with regard to any other matter which it deems necessary or expedient to prescribe in order to achieve or promote the objects of this paragraph.
  - 14.4.2 The term "such steps" shall specifically include (but not to the exclusion of any other measure) expulsion, suspension or the imposition of a monetary fine, the amount/s whereof shall be determined by the Executive Committee from time to time.
- 14.5 The Executive Committee may cause the name of any member whose membership is terminated or who is suspended to be posted on the Club notice board.

#### **15 The executive committee**

- 15.1 Members of the Executive Committee:  
The members of the Executive Committee of the Club shall be:
  - 15.1.1 The President;
  - 15.1.2 The Vice-President; and
  - 15.1.3 Five additional members.





- 15.2 Powers of the Executive Committee:  
The management and control of the affairs of the Club shall vest in the Executive Committee which shall have full power and authority to do any act, matter or thing which could or might be done by the Club, excepting where such matters are in this Constitution specifically reserved to be dealt with by a General Meeting of members. The Executive Committee shall have the powers and authority required to achieve the objects of the Club. The Club may in general meeting repeal, approve or amend any decision of the Executive Committee but no such decision of the Club shall invalidate any action taken by the Executive Committee in accordance with this Constitution. Without in any way limiting such powers and authority the Executive Committee shall have the following further special powers:
- 15.2.1 to make any regulations, bye-laws, rules or to take any resolutions or decisions, that are necessary or expedient in order to achieve the objects of the Club in terms of this Constitution including rules or regulations providing for the procedures to be followed to exercise the powers provided for in sub-paragraph 14.4 above; subject nevertheless to the provisions of the Constitution and to such regulations, bye-laws, rules, resolutions or decisions, not being inconsistent with the Constitution, as may be prescribed by the Club in general meeting; no regulation, bye-law, rule, resolution or decision adopted by the Club in general meeting shall invalidate any prior act of the Executive Committee which would have been valid if that regulation, bye-law, rule, resolution or decision had not been adopted;
- 15.2.3 to form or appoint sub-committees for special or general purposes and to delegate powers to such sub-committees and to delegate to any sub-committee or sub-committees all or any of the authorities conferred on the Executive Committee by this Constitution;
- 15.2.4 to appoint the members of any sub-committee including persons who are not members of the Club, with such powers as may be conferred on it at the time of appointment or thereafter by the Executive Committee, to be subject in all respects to such rules or instructions as may from time to time be framed, given or approved by the Executive Committee;
- 15.2.5 to cause the Club's books of account to be audited by a duly elected chartered accountant and auditor who shall audit the books of the Club at such intervals as the Executive Committee may require and at least once in each financial year;
- 15.2.6 to establish and to fix the remuneration of the Club's chartered accountant and auditor;
- 15.2.7 to decide on points of dispute; and the Executive Committee's ruling thereon shall be final and binding;
- 15.2.8 to appoint a manager and other employees of the Club upon such terms and conditions and salaries as it thinks fit and control all such employees;
- 15.2.9 to appoint one or more persons, who need not be members of the Club, to take charge of and administer any funds of the Club for specific purposes on such terms as it may think fit, and to define and determine the conditions of such appointment and to terminate any such appointment;
- 15.2.10 to borrow or raise money for the purpose of the attainment of any of the Club's objects, and to apply any of the Club's funds or income in the repayment thereof;
- 15.2.11 to apply to the appropriate authority for the grant of any licence for the sale of liquor which the Club may require for the purposes of carrying on its business, and also to apply to any other appropriate authority for the grant of any other licence for which it may be decided to apply in connection with the Club's business;
- 15.2.12 to institute, conduct, defend, oppose, settle or abandon any legal proceedings by and against the Club, or its officers or otherwise concerning the affairs of the Club; and also to settle and allow time for payment in satisfaction of any debts due, and of any claims or demands by or against the Club;
- 15.2.13 to refer any claim or demand by or against the Club to arbitration;



- 15.2.14 to invest, re-invest and deal with any moneys of the Club not immediately required for the purposes of the Club upon such securities and on such terms as it may think fit; and from time to time to vary or realise such investments; to lease and/or purchase any movable or immovable property for the benefit or advancement of the Club's objects;
- 15.2.15 to sell, lease, alienate or otherwise dispose of part or parts of the movable or immovable properties of the Club as it may think most beneficial to the members and to apply the consideration arising there from as it may think most advantageous for the Club;
- 15.2.16 to purchase, hire, take on lease or in exchange or otherwise acquire any movable or immovable property or rights and to sell, dispose of, turn to account or otherwise deal with all or any of the movable or immovable property or rights of the Club;
- 15.2.17 to buy, prepare, make, supply, sell and deal in all kinds of sports and other equipment and all kinds of provisions and refreshments required or used by members of the Club, or other persons frequenting the Club premises or club houses of the Club;
- 15.2.18 to purchase, hire, provide and maintain all kinds of implements, tools, utensils and other things required or which may conveniently be used in connection with the grounds and premises of the Club;
- 15.2.19 to borrow, collect, or raise money in such manner as the Executive Committee shall think fit for the sole purpose of carrying out the objects of the Club, and in particular by means of subscriptions, contributions, levies, entrance fees, loans with or without security to give security for money by the issue of or upon bonds, debentures or obligations or securities of the Club, or by mortgage or charge upon all or part of the property of the Club;
- 15.2.20 to subscribe to or become a member of or affiliated to any other body having objects similar or in part similar to the objects of the Club;
- 15.2.21 to utilise the assets, funds, profits and gains of the Club solely for investment or for the objects of the Club as set out in this Constitution; and
- 15.2.22 to do all such other things as may be necessary for the proper carrying out of the objects of the Club.

## **16 Nomination and election of executive committee members**

- 16.1 The members of the Executive Committee shall be elected annually at the Annual General Meeting of the Club.
- 16.2 Nominations in writing of members to be elected as members of the executive Committee shall be delivered to the Secretary of the Club at least fourteen (14) days before the date of the holding of the Annual General Meeting at which the election is to take place, provided that the current members of the Executive Committee shall be eligible for re-election without nomination to their respective offices.
- 16.3 Nominations for membership of the Executive Committee shall be signed by the proposer and a second member and shall be accompanied by acceptance in writing by the candidate.
- 16.4 Voting for the election of Executive Committee members shall be by way of show of hands or by way of ballot in the discretion of the Chairman.

## **17 Election of chairman and vice-chairman**

- 17.1 The Executive Committee shall, at the first Executive Committee meeting after the Annual General Meeting, from their number elect:
  - 17.1.1 a Chairman; and
  - 17.1.2 a Vice-Chairman.



## **18 Meetings of the executive committee**

- 18.1 The Chairman, or in his absence the Vice-Chairman, shall act as the Chairman of the Club and the Executive Committee.
- 18.2 Should both the Chairman and Vice-Chairman not be present at any meeting of the Executive Committee the members thereof present shall elect a Chairman from their number at that meeting.
- 18.3 The Executive Committee shall meet from time to time as required. No less than 14 (fourteen) days' notice must be given by the Secretary to the members of the Executive Committee of all meetings of the Executive Committee unless all members of the Executive Committee agree to accept shorter notice.
- 18.4 The quorum for a meeting of the Executive Committee shall be a majority of the members of the Executive Committee.
- 18.5 Any decision by the Executive Committee shall be by majority vote by show of hands of the members present at the meeting.
- 18.6 Each person entitled to be present and to vote shall have one vote. The Chairman shall not have a casting vote additional to his deliberative vote. No voting by proxy shall be permitted.
- 18.7 The Chairman shall cause for minutes to be kept of the names of the members of the Executive Committee present at any meeting together with minutes of all resolutions and all proceedings taken at such meeting. All such minutes shall be duly entered into books properly kept and provided for that purpose. Any such minutes or an extract there from, signed by the Chairman shall be prima facie evidence of the matters therein stated.
- 18.8 A resolution in writing which is signed by all the members of the Executive Committee and inserted in the minute book of the Executive Committee shall be as valid and effective as if passed at a meeting of the Executive Committee. Any such resolution may consist of several documents in the same form, each of which is signed by one or more of the members of the Executive Committee and shall be deemed (unless the contrary appears from the resolution) to have been passed on the date it was signed by the last member of the Executive Committee entitled to sign it.

## **19 Termination of office of executive committee members**

- 19.1 Each elected member of the Executive Committee shall hold office for the period concluding with the end of the Annual General Meeting after that in which he was elected. Upon expiry of such period such member shall automatically retire from office but shall be eligible for nomination and re-election as a member of the Executive Committee provided that he retains his qualifications.
- 19.2 An Executive Committee member shall cease to hold office as such if-
- 19.2.1 he resigns his office by notice in writing to the club;
- 19.2.2 he is or becomes of unsound mind;
- 19.2.3 he surrenders his estate as insolvent or his estate is sequestrated;
- 19.2.4 he is convicted of an offence which involves dishonesty;
- 19.2.5 he is or becomes disqualified from being appointed or acting as a director of a company; or
- 19.2.6 he ceases to be a member of the Club.
- 19.3 The Executive Committee shall have the right to co-opt any member of the Club as a member of the Executive Committee to fill any vacancy should a member cease to hold office as stated in 19.2.





19.4 The Club may at a Special General Meeting remove any Executive Committee member before the expiry of his term of office and appoint another Executive Committee member in his place to hold office for the unexpired part of the term of office of the Executive Committee member so removed, provided that the intention to vote upon his removal from office was specified in the notice convening the meeting.

## **20 Annual general meeting**

20.1 An Annual General Meeting of members of the Club shall be held within 60 (sixty) days after the end of the financial year of the Club.

20.2 An Annual General Meeting shall be convened by the Secretary giving notice in writing to all members.

20.3 Notice of the date, time and place for the holding of the Annual General Meeting shall be posted by letter to each of the members of the Club at his registered address as appearing from the register of members at least 30 (thirty) days before the date fixed for the holding of such meeting.

20.4 The omission to send by post any such notice to any member shall not invalidate the holding of the meeting or the passing of any resolution thereat.

20.5 Notice of the terms of any resolution to be proposed at an Annual General Meeting shall be lodged with the Secretary at least 10 (ten) days before the date fixed for such meeting.

20.6 Notice of any proposed resolution adding to, rescinding or amending any part of this Constitution shall be given as provided in paragraph 29 below.

## **21 Proceedings at annual general meetings**

21.1 The ordinary business to be done at the Annual General Meeting shall be as follows:

21.1.1 to confirm the minutes of the previous Annual General Meeting and any Special General Meeting held since the previous Annual General Meeting;

21.1.2 to receive and consider the report of the Executive Committee and the financial statements for the preceding financial year with the Auditors' report thereon;

21.1.3 to elect the Club's Auditor;

21.1.4 to elect a committee for the ensuing year;

21.1.5 to consider and to pass, with or without modification, any resolutions concerning the affairs of the Club of which due and proper notice is given;

21.1.6 to consider and to pass, with or without modification, any resolution adding to, rescinding or amending any part of the Constitution;

21.2 The Chair at an Annual General Meeting shall be taken by the Chairman of the Club or in his absence by the Vice-Chairman. Should both be absent, the members shall elect a Chairman for the meeting from among the other members of the Executive Committee present, if any or, failing their presence, the Chairman shall be elected being a person who is entitled to vote at an Annual General Meeting from among those members present.

21.3 The Chairman of the Annual General Meeting shall not have a casting vote additional to his deliberative vote.

21.4 At the Annual General Meeting any decisions shall be taken by voting as provided in paragraph 25.

## **22 Special general meetings**



- 22.1 The Executive Committee may at any time through the Secretary call a Special General Meeting of members by giving not less than 20 (twenty) days' notice in writing to members.
- 22.2 The Secretary shall post to each member at his registered address a copy of such notice specifying for what object or objects the meeting is called.
- 22.3 The Secretary shall convene a Special General Meeting within ten (10) days of receipt of a requisition to that effect signed by not less than ten (10) members specifying any resolution(s) proposed or other business to be discussed, by giving not less than twenty (20) days' notice in writing to members.
- 22.4 The Secretary shall post to each member at his registered address a copy of the notice of a Special General Meeting to be held in terms of paragraph 22.3.
- 22.5 The omission to send by post any such notice to any member shall not invalidate the holding of the meeting or the passing of any resolution thereat.
- 22.6 The Chair at a Special General Meeting shall be taken by the Chairman of the Club or in his absence by the Vice-Chairman. Should both be absent, the members shall elect a Chairman for the meeting from among the other members of the Executive Committee present, if any or, failing their presence, the Chairman shall be elected being a person who is entitled to vote at a Special General Meeting from among those members present.
- 22.7 The Chairman of the Special General Meeting shall not have a casting vote additional to his deliberative vote.
- 22.8 At the Special General Meeting any decisions shall be taken by voting as provided in paragraph 25.

### **23 Quorum at general meetings**

- 23.1 The quorum for a General Meeting of members shall be the majority of the members entitled to vote thereat provided that if no quorum be present within 15 (fifteen) minutes after the time fixed for the meeting, it shall, in the case of an Annual General Meeting or a Special General Meeting called by the Executive Committee, be postponed to the same day and hour the following week and at such adjourned meeting the members present shall be deemed to be a quorum for the transaction of the business of the meeting.
- 23.2 In the case of a Special General Meeting called by a requisition of members, if no quorum is present upon the date fixed within 15 (fifteen) minutes of the time fixed for the meeting, it shall be dissolved.

### **24 Adjournment of general meetings**

The Chairman of any General Meeting may, with the consent of the meeting decided by majority vote of members of the meeting, adjourn the meeting from place to place and from time to time. No business shall be transacted at any adjourned meeting other than that business left unfinished at the meeting from which the adjournment took place.

### **25 Voting**

- 25.1 All members, provided that they have paid all entrance and subscription fees due, shall be entitled to vote at an Annual or Special General Meeting of the members of the Club and each such member shall have one vote and may be present in person or represented by proxy.
- 25.2 Voting shall be by way of show of hands or by way of ballot in the discretion of the Chairman.
- 25.3 The Chairman or any other person acting as Chairman shall not have a casting vote additional to his deliberative vote.
- 25.4 Ballot may be demanded by not less than ten (10) members present at the meeting.



- 25.5 Should any such ballot be demanded it shall be taken in such a manner and at such time and place as the Chairman of the meeting may direct.
- 25.6 A declaration by the Chairman of the meeting of the result of a show of hands or a ballot, as the case may be, shall be conclusive.
- 26 Books of account**
- 26.1 The Executive Committee shall cause proper books and records to be kept in which a true and satisfactory account of all transactions shall be recorded. Any statements required shall be extracted and prepared there from and certified by the Chairman or auditor.
- 26.2 All moneys received must be deposited to the credit of the Club in its banking account and all disbursements must be by cheque signed by any two members of the Executive Committee or any one member of the Executive Committee together with the Secretary of the Club.
- 27 Register of members**
- All members shall communicate their addresses from time to time to the Secretary who shall keep a register of the names of such members and of their addresses.
- 28 Exclusion of liability and indemnity**
- 28.1 Neither the Club nor the members of the Executive Committee or the Club shall be responsible or may be held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Club's property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, the members of the Executive Committee or the Club, or anyone else for whose actions they or any of them would be liable in law, or by reason of vis major, casus fortuitus, rain or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Club or any building structures, or any defective facilities of the Club, or caused by any sporting activity carried out on the Club's premises, or by any other cause of whatsoever nature and howsoever arising.
- 28.2 Each member of the Club shall, at all times, hold the Club and all members of the Club indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such member of the Club as a result of personal injury or patrimonial loss arising directly or indirectly from the participation of any person in any match or practice or related activity or any other activity of the Club or any of the members of the Club whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Club, any member of the Club, and/or any of their officials, employees and/or agents.
- 29 Amendments to the constitution**
- 29.1 The Constitution of the Club or any part thereof as contained herein shall not be rescinded, added to or amended, save by a resolution, adopted by a majority of two thirds of the members of the Club present at an Annual or a Special General Meeting of members for which due and proper notice has been given.
- 29.2 Notice of the intention to rescind, add to or amend the Constitution, if required to be dealt with at an Annual General Meeting of the Club, shall be given, in writing, by the intending mover thereof, to the Club not later than 20 (twenty) days prior to the date fixed for such meeting; and the Secretary shall give written notice of the intended amendment, rescission, addition or amendment to all its members at least ten (10) days prior to the date of the relevant meeting. If it is required that any such rescission, addition or amendment be dealt with at a Special General Meeting of the Club, written notice thereof must be given to the Secretary and the Secretary shall within ten (10) days of receipt of such notice, call a Special General Meeting of the Club by giving at least twenty (20) days' notice thereof and of the intended rescission, addition, or amendment in writing, to all its members.



### **30 General**

A copy of this Constitution and any rules or regulations and of any rescinding, addition or amendment thereto or new rule or regulation effected from time to time shall be available for the inspection of members upon application to the Secretary.

### **31 Dissolution**

31.1 The Club may be dissolved by a resolution passed at a Special General Meeting called for that purpose provided that such resolution is passed by a majority of two thirds of the members present and entitled to vote at such a meeting and such resolution is confirmed at a Special General Meeting held not less than thirty (30) days thereafter by a majority vote of members entitled to be present and vote thereon.

31.2 Upon its dissolution the assets of the Club remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or associations or institutions having objects similar to the objects of the Club, to be determined by the members of the Club at the second Special General Meeting, failing such determination, by the Court.

### **32 Misconduct of members**

32.1 Should any member, in the opinion of the Executive Committee, commit any breach of this Constitution or the rules and regulations or by-laws of the Club or any club at which an organised game is played, or be guilty of improper, dishonest or unsportsmanlike conduct, or fail to make payment of monies due to the Club after due notice or be guilty of conduct in any way offensive to the members, including the Executive Committee, or introduce into the Club or any meeting of the Club any person whose behaviour or presence as such shall be prejudicial to the interest or reputation of the Club or objectionable to the members, or be guilty of conduct unbecoming to a member of the Club or prejudicial to the interest and reputation of the Club, the Executive Committee shall have the power to call upon such member to appear before the Executive Committee to explain his conduct. Should such member fail to appear when reasonably called upon to do so, to suspend his membership or otherwise deal with such member.

32.2 At the hearing and investigation of any complaint as to the conduct of a member, the procedure to be adopted in connection thereto, shall be in the sole discretion of the Executive Committee, provided, however, that the member whose conduct is the subject of the complaint and investigation shall be informed of the nature of the complaint, or the Executive Committee shall take any reasonable steps to bring to his notice the nature thereof, by posting a registered letter to his registered or residential address or otherwise, and provided that such member shall be afforded an opportunity of replying to any such complaint, whether in writing or in such other manner as the Executive Committee may determine.

32.3 After the hearing and investigation of any complaint as to the conduct of a member, the Executive Committee shall have the power to -

32.3.1 to expel such member, who shall be ineligible for re-election, forthwith and all monies paid to the Club by him shall be forfeited;

32.3.2 to deprive such member of any or all the rights, benefits and advantages of his membership during such time or period as the Executive Committee in its absolute discretion may deem fit and advisable;

32.3.3 to call upon such member in writing to resign and if the member fails to resign within seven days of the date of such requests, to expel such member, who in both cases shall be ineligible for re-election as a member;



32.3.4 to reprimand or caution such member.

32.4 Notification of any decision of the Executive Committee pursuant to this 33 shall be forwarded in writing to such member.

### **33 Right of appeal**

33.1 Any person who is to be expelled or called upon to resign in terms of clause 33, shall have the right, within seven days after notice, to lodge an appeal in writing against the decision of the Executive Committee to a Special General Meeting of Members which shall be convened by the Executive Committee forthwith, upon receipt by the Secretary of such person's appeal.

33.2 The fact that an appeal against the Executive Committee's disciplinary decision has been lodged shall not have the effect of suspending the operation and implementation of such decision pending the hearing of the appeal by a Special General Meeting.

### **34 Interpretation**

The interpretation of this Constitution and of all bye-laws, regulations, rules or decisions of the Club shall rest entirely with the Executive Committee, whose interpretation shall be final and binding on all members of the Club.

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