

MAY 2015

WESTERN PROVINCE MOTOR CLUB CONSTITUTION

Index

WESTERN PROVINCE MOTOR CLUB CONSTITUTION

NO. CLAUSE HEADINGS

- 1 INTERPRETATION
- 2 IDENTITY OF THE CLUB
- 3 OBJECTIVES
- 4 LEGAL STATUS
- 5 POWERS OF THE CLUB
- 6 BANKING ACCOUNT
- 7 MEMBERSHIP
- 8 EFFECT OF MEMBERSHIP
- 9 SUBSCRIPTION FEE
- 10 SUB-SECTIONS AND SUB-SECTION COMMITTEES
- 11 PRESIDENTS
- 12 CHAIRMAN AND VICE CHAIRMAN OF THE CLUB
- 13 SPORTING COMMITTEE
- 14 MANCOM
- 15 EXECUTIVE MANAGER
- 16 DISQUALIFICATION OF ALL OFFICE BEARERS
- 17 GENERAL MEETINGS
- 18 MINUTES AND NOTICES
- 19 AMENDMENT TO THE CONSTITUTION
- 20 COSTS

NO. APPENDICES

WESTERN PROVINCE MOTOR CLUB CONSTITUTION

1 INTERPRETATION

- 1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 **“the Administration”** means the administrative staff employed by the Club from time to time, including but not limited to the Executive Manager, the secretary, receptionist and the bookkeeper, but at all times excluding the members of the Sporting Committee and ManCom;
- 1.1.2 **“Annual General Meeting”** means the annual general meeting of the Club held in terms of clause 19.1;
- 1.1.3 **“the Club”** means the Western Province Motor Club;
- 1.1.4 **“Club Assets”** means all assets or rights which the Club acquires by donation, purchase or any other transaction whatsoever;
- 1.1.5 **“the Club Premises”** means premises known as Killarney Raceway;
- 1.1.6 **“Club Year”** means the financial and administrative year of the Club, commencing on 1 January and terminating on 31 December;
- 1.1.7 **“the/this Constitution”** means the constitution contained herein which governs the Club, and any amendment hereto or replacement hereof;
- 1.1.8 **“Corporate Membership”** means the membership of a Corporate Member as appointed by the Sporting Committee in terms of clause 7.5;
- 1.1.9 **“Executive Manager”** means the executive manager appointed by Mancom in terms of clause 15;
- 1.1.10 **“Full Membership”** means the membership to the Club where such Member is entitled to exercise all Membership Rights;
- 1.1.11 **“the General Meeting”** means any meeting of Members held from time to time, other than the Annual General Meeting;

- 1.1.12 **“Honorary Life Member”** means a Member appointed by the Sporting Committee and ManCom in terms of clause 7.3;
- 1.1.13 **“Junior Membership”** means membership to the Club where the Member is entitled to exercise all Membership Rights, excluding voting rights;
- 1.1.14 **“ManCom”** means the management committee of the Club appointed by the Sporting Committee in terms of clause 14;
- 1.1.15 **“the Members”** means the members of the Club;
- 1.1.16 **“Membership Rights”** means the rights of Members in respect of the Club as set out in clause 8.1;
- 1.1.17 **“Motorsport”** means all sporting and social activities relating to motor vehicles, including but not limited to circuit racing, rallying, moto-cross, drag racing, karting and short circuit racing;
- 1.1.18 **“the Sporting Committee”** means the sporting committee of the Club and established in terms of clause 13;
- 1.1.19 **“Sub-Section Committee”** means the committee of each Sub-Section elected by the relevant Sub-Section in terms of clause 10 in respect of each of the categories of Motorsport organised and promoted by the Club as a regional and/or Club championship;
- 1.1.20 **“Sub-Section”** means each sub-section of the Club, which is concerned with a particular type of Motorsport;
- 1.1.21 **“Subscription Fee”** means the subscription fee determined by the Sporting Committee and ManCom in terms of clause 9.1;
- 1.1.22 **“Term of Office”** means –
- 1.1.22.1 in respect of the Chairman or Vice-Chairman, the period commencing at the Annual General Meeting at which he is appointed and terminating at the second Annual General Meeting after such appointment;
- 1.1.22.2 in respect of the Sub-Section Committee and the Sporting Committee, the period commencing at the Annual General Meeting at which it is formed and constituted and terminating at the second Annual General Meeting after such formation; and

- 1.1.22.3 in respect of a ManCom member, a period of 2(two) years from his/her appointment as such in terms of clause 14;
- 1.1.23 words implying the singular shall include the plural and *vice versa*;
- 1.1.24 words implying natural persons include legal persons and partnerships and *vice versa*;
- 1.1.25 words implying one gender include the other genders;
- 1.1.26 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 1.2 The clause headings in this Constitution have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Constitution.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any period is referred to in this Constitution by way of reference to a number of clear days, the days shall be calculated exclusive of the first day and inclusive of the last day.
- 1.5 This Constitution shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 1.6 Any dispute arising as to the interpretation of this Constitution and any rules and regulations promulgated hereunder shall be decided by the Sporting Committee and Mancom, their decision thereon shall be final and binding.

2 IDENTITY OF THE CLUB

- 2.1 The name of the Club shall be "Western Province Motor Club".
- 2.2 The colours of the Club shall be blue and white.
- 2.3 The Club shall operate from Killarney Raceway or such other place as determined by the Sporting Committee and ManCom from time to time.

3 OBJECTIVES

- 3.1 The objectives of the Club shall be –
- 3.1.1 to be a means whereby persons interested in Motorsport may meet and discuss matters which further Motorsport;
 - 3.1.2 to promote and organise all forms of Motorsport;
 - 3.1.3 the procurement and provision of amenities and other conveniences for its Members for the purpose of organising social events in respect of Motorsport; and
 - 3.1.4 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 objectives of the Club.
- 3.2 In the fulfilment of its objectives, the Club shall at all times comply with all laws, by-laws, rules and regulations applicable to the Club from time to time.

4 LEGAL STATUS

- 4.1 The Club is a body corporate with its own legal identity that is separate from its Members.
- 4.2 The Club shall continue to exist even if the Members change.
- 4.3 The Club may own property, enter into contracts, and sue or be sued in its own name.

5 POWERS OF THE CLUB

- 5.1 The Club shall have all powers necessary for the proper attainment of the objectives set out in clause 3 and shall, without prejudice to the generality of the foregoing, have *inter alia* the following powers, namely-
- 5.1.1 to invest any monies of the Club in such manner and in such place as it deems fit;
 - 5.1.2 to purchase or otherwise acquire any assets whether movable or immovable, corporeal or incorporeal, and of whatsoever nature and wheresoever situated;

- 5.1.3 to undertake loans and borrow such sums of money on such terms and conditions and for such purposes related to the Club with powers to consent to any alteration or variation to the terms and conditions of any loan;
- 5.1.4 to mortgage, pledge or otherwise encumber any of the Club Assets in such manner and on such terms and conditions as they deem fit as security for any loan or other liabilities of the Club;
- 5.1.5 to enter into indemnities, guarantees or suretyships;
- 5.1.6 to lend money on such terms and conditions and at such interest, or without interest, and either without security or upon such security of movable or immovable property or such personal suretyships and/or guarantees and to do all things necessary for the effecting and registration of any such security;
- 5.1.7 to exchange, sell, alienate, lease or otherwise deal with any Club Assets, and in exercising any powers of sale, whether conferred in this sub-clause or otherwise, the Club shall be entitled to cause any such sale to be effected by public auction or by private treaty;
- 5.1.8 to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy or the cancellation thereof;
- 5.1.9 to grant credit in respect of the whole or any portion of the purchase price against suitable security and with applicable interest whenever affecting any sale of the Club Assets;
- 5.1.10 to improve and/or develop and/or redevelop immovable property forming part of the Club Assets, by *inter alia*, demolishing, constructing or altering buildings and improvements thereon and to expend portions of the trust fund or the income thereof upon the preservation, maintenance and upkeep of any such property;
- 5.1.11 to treat as income any periodic receipts although received from wasting assets, without being required to make provision for amortisation of wasting assets;
- 5.1.12 to employ and remunerate administrative, management and any other staff as needed;
- 5.1.13 to obtain such legal, tax, accounting and other professional advice as required by the Club;

- 5.1.14 to open and operate a banking account or accounts in its name, subject to the provisions of this Constitution;
- 5.1.15 to sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever, which may become due, owing, payable or belonging to the Club;
- 5.1.16 to defend, oppose, settle, compromise or submit to arbitration all accounts, debts, claims, demands, disputes, legal proceedings and matters which may subsist or arise between the Club and any person, company, corporation or body whatsoever, and for the purposes aforesaid to do and execute all necessary acts and documents;
- 5.1.17 to compromise, compound or submit to arbitration any debt due to the Club;
- 5.1.18 to enter into any contracts, to sign all deeds, powers of attorney and other documents;
- 5.1.19 to enter into any partnership, joint venture or other association with any other person, firm or company for the doing or performance of the objectives of the Club;
- 5.1.20 to determine the manner in which all contracts, deeds and other documents which are required to be signed on behalf of the Club;
- 5.1.21 to make additions, alterations and/or improvements to Club Assets;
- 5.1.22 to establish, promote or assist in establishing or promoting and to subscribe to or become a member of any association or society whose objectives are similar or partly similar to the objectives of the Club, or the establishment or promotion of which may be beneficial to the Club, provided that no subscription be paid to any such other association out of the funds of the Club except *bona fide* in furtherance of the interests of the Club;
- 5.1.23 to support and subscribe to any institution or association which may be for the benefit of the Club and/or its Members; and
- 5.1.24 to apply for and renew from time to time such necessary licence or licences for the sale of liquor and other articles and commodities upon the Club Premises.
- 5.2 The powers of the Club referred to in clause 5.1 shall, unless otherwise provided for herein, be exercised by ManCom in terms of clause 14.1.

6 BANKING ACCOUNT

- 6.1 The Club shall open and operate a banking account or accounts in its name.
- 6.2 Any payments against the Club's bank account shall be ratified by a ManCom member.
- 6.3 ManCom shall appoint a maximum of 3 (three) persons to authorise payments against the Club's bank account, whereby all these payments shall be authorised by 2 (two) of the 3 (three) persons, one of which must either be the Executive manager or in his absence a ManCom member.

7 MEMBERSHIP

- 7.1 The Club shall at all times consist of a minimum of 50 (fifty) Members.
- 7.2 Any person may be admitted as a Member to the Club upon application made by such person and in accordance with the following procedure:
 - 7.2.1 The applicant for Full Membership, excluding Corporate Membership or Junior Membership ("**Applicant**") shall submit an application, in the form prescribed by the Club ("**Application**"), to the Administration.
 - 7.2.2 Upon receipt of an Application and, unless otherwise determined by the Sporting Committee and ManCom, against payment of the Subscription Fee in terms of clause 9, the Administration shall admit the Applicant as a Member, subject to the approval of the Sporting Committee and shall provide the Applicant with a copy of this Constitution.
 - 7.2.3 In the event of any application being rejected by the Sporting Committee, the Administration shall advise the Applicant thereof and shall within 2 (two) days of such rejection refund the Subscription Fee paid by the Applicant.
 - 7.2.4 Only active participating members qualify for additional privileges the club offers, providing all fees and due's are paid up in full. Examples include but are not limited to, garage and workshop usage.
- 7.3 **Honorary Life Members**
 - 7.3.1 The Sporting Committee and ManCom shall jointly be entitled to elect any person, whether an existing Member or not, as an Honorary Life Member in recognition of any special services rendered to the Club or to Motorsport in general. This must be agreed by both Committees.

7.3.2 The appointment of an Honorary Life Member shall entail the following –

7.3.2.1 his membership shall endure for his lifetime;

7.3.2.2 he shall not be liable to pay the Subscription Fee; and

7.3.2.3 he shall be a Member for all purposes set out in this Constitution.

7.4 **Junior Members**

Applicants under the age of 16 (sixteen) years shall be eligible to apply for Junior Membership, provided that the Applicant shall at all times be represented by any one of his parents or guardian, who must be a Member, and provided further that a Member's Junior Membership shall automatically expire at the end of the Club Year in which such Junior Member reached the age of 16 (sixteen).

7.5 **Corporate Members**

The Sporting Committee shall be entitled to admit corporate entities for Full Membership on such terms and conditions as may be determined by it from time to time.

7.6 **Categories of Membership**

ManCom and the Sporting Committee shall be entitled to create various categories of membership by issuing regulations from time to time and shall be entitled to determine the various rights and privileges that attach to each category of membership, provided that ManCom and the Sporting Committee shall not be entitled to limit the existing Membership Rights of Members, unless otherwise agreed to by the Members at a General Meeting.

7.7 **Guests**

Any person *bona fide* engaged in any race or competition held at the Club Premises shall be entitled for the day of such race or competition to enjoy the facilities of the Club as a guest of the Club.

7.8 **Register of Members**

The Administration shall ensure that proper records including a register of Members are kept and that they are at all times kept up to date. All Members shall provide the Administration with all contact details required by the Administration from time to time,

including but not limited to the physical address, e-mail address and a facsimile number of the Member. The Club's preferred method of communication with Members is via e-mail and facsimile's will only be sent should the member not have an e-mail address. Notices will not be sent via post.

8 EFFECT OF MEMBERSHIP

8.1 Membership Rights

- 8.1.1 Each Member, unless otherwise provided for herein, shall be entitled to –
- 8.1.1.1 access the facilities of the Club;
 - 8.1.1.2 participate in activities, events and competitions organised by the Club subject to conformity with any Sportcom approved rules and regulations, applicable to the particular sub section of which he/she is a member
 - 8.1.1.3 vote at General Meetings and the Annual General Meeting of the Club;
 - 8.1.1.4 exercise all rights granted to him in respect of his membership in terms of this Constitution; and
 - 8.1.1.5 any other rights which ManCom and the Sporting Committee may confer on him from time to time.
- 8.1.2 ManCom and the Sporting Committee shall, in its sole discretion, be entitled to confer additional rights from time to time on a Member, against payment of additional fees by that Member.

8.2 Disciplinary Procedures

- 8.2.1 Each Member shall be bound by the Constitution and the rules and regulations issued by the Sporting Committee from time to time, and shall at all times be deemed to have read the Constitution or such rules and regulations.
- 8.2.2 The Sporting Committee shall be entitled to investigate any allegations or suspicions against a Member in respect of the infringement of the rules and regulations or of any improper behaviour. The Sporting Committee shall be entitled to terminate the membership of a Member in the event that such investigation reveals that the conduct of the Member merits such termination, in the opinion of the Sporting Committee.

9 SUBSCRIPTION FEE

- 9.1 ManCom and the Sporting Committee shall jointly determine the subscription fee payable in respect of Full Membership, Junior Membership and, on a case by case basis, Corporate Membership, and any other category of membership created by the Sporting Committee and ManCom in terms of clause 7.6, and shall be entitled to determine the manner in which the Subscription Fee is payable by a Member.
- 9.2 The Subscription Fee shall, unless otherwise determined by the Sporting Committee and ManCom, be payable in advance on or before the 31st January of that Club year or, in the event of a new Member the date of admission of that Member, provided that the Subscription Fee payable by a Member appointed after the 30th June of the Club year shall pay a half portion of the Subscription Fee calculated from the date of his appointment.
- 9.3 Failure of a Member to pay the Subscription Fee on the due date thereof shall result in that Member's Membership Rights, being automatically terminated, provided that such terminated membership shall be automatically reinstated upon payment of the Subscription Fee.

10 SUB-SECTIONS AND SUB-SECTION COMMITTEES

- 10.1 The Club shall comprise of the various Sub-Sections in respect of the various categories of Motorsport.
- 10.2 For the avoidance of doubt it is recorded that the following categories of Motorsport shall each comprise a Sub-Section –
- 10.2.1 circuit racing, provided that each active area of circuit racing shall comprise an individual Sub-Section;
- 10.2.2 rallying;
- 10.2.3 moto-cross;
- 10.2.4 drag racing;
- 10.2.5 karting;
- 10.2.6 short circuit racing; and

- 10.2.7 any other active area of motorsport recognised by the Sporting Committee from time to time.
- 10.3 In addition to the monthly meetings to be held in terms of clause 10.12.3.1, each Sub-Section shall meet every second year, no later than 30 (thirty) days before the Annual General Meeting to elect from them the Sub-Section Committee.
- 10.4 The Sub-Section Committee shall be comprised of –
- 10.4.1 the chairman and vice-chairman of the Sub-Section elected at the aforesaid Sub-Section meeting; and
- 10.4.2 such other members as elected at the aforesaid Sub-Section meeting.
- 10.5 The members of each Sub-Section shall, no later than 21 (twenty one) days before the meeting of the Sub-Section in which the Sub-Section Committee is to be elected, submit, subject to clause 10.6, to the Administration written nominations in respect of the chairman and vice-chairman of the Sub-Section. The successful candidate will serve on the Sporting Committee.
- 10.6 Only members of the WPMC and the incumbent Sub-Section who have had an active involvement in the activities of the Sub-Section in the 12 (twelve) month period prior to the election shall be eligible for nomination and election as a chairman and vice-chairman of the Sub-Section. Refer Clause 13.2.2
- 10.7 The appointment of the Sub-Section Committee shall be valid for the duration of the applicable Term of Office.
- 10.8 Any member of the Sub-Section Committee shall be eligible for re-election. Refer Clause 13.2.2
- 10.9 The chairman of each of Sub-Section shall automatically be a member of the Sporting Committee for the duration of his appointment as such. Notwithstanding anything to the contrary contained herein, if the appointment as chairman of the Sub-Section is terminated for any reason whatsoever, his appointment as member of the Sporting Committee shall automatically terminate.
- 10.10 In the event of a vacancy in respect of the position of the Sub-Section chairman, the vice-chairman of the Sub-Section shall be entitled to assume the office. In the event that the vice-chairman fails to assume the office of chairman of the Sub-Section and the Sub-Section fails to immediately appoint a chairman, the Sporting Committee shall

be entitled to co-opt any member of the relevant Sub-Section as chairman of that Sub-Section for the remainder of the Term of Office applicable to that chairman.

- 10.11 The Sub-Section shall be entitled to remove a Sub-Section Committee Member from office at a validly constituted meeting of the Sub-Section by a resolution passed by a 2/3rd majority of the Members of the Sub-Section present and entitled to vote.
- 10.12 The Sub-Section Committee shall –
- 10.12.1 be entitled to organise activities, events, exhibitions and competitions in respect of the particular Motorsport which it represents, subject to the approval of the Sporting Committee and provided that all eligible Members shall be entitled to participate in the activities, events, exhibitions and competitions organised by that Sub-Section;
- 10.12.2 be entitled to adopt, change or amend rules and regulations in respect of the motor sport activities undertaken/organised by that Sub-Section, provided that the terms thereof do not in any way conflict with this Constitution and the regional and national motorsport regulations, which the Club is subject to, and provided further that such rules and regulations are ratified by the Sporting Committee; and
- 10.12.3 regulate their meetings and meetings of the Sub-Section which they represent as they think fit, provided that –
- 10.12.3.1 meetings of the Sub-Section shall be convened on a monthly basis; and on a date prior to the monthly Sporting Committee meeting.
- 10.12.3.2 proper minutes of the meeting of the Sub-Section and the Sub-Section Committee shall be kept and shall be provided to the Administration, no later than 7 (seven) days after such meeting, who shall provide same to the Sporting Committee for consideration at the next meeting of the Sporting Committee.
- 10.13 Any member of a Sub-Section Committee who is absent from 3 (three) consecutive meetings of the Sub-Section Committee without leave, or who, alternatively, in the opinion of the Sporting Committee or the Sub-Section Committee, is not fulfilling his duties satisfactorily, will be removed from office.
- 10.14 It is specifically recorded that the Sub-Section Committee does not, in itself, form part of the management structure of the Club.

11 PRESIDENTS AND VICE PRESIDENTS

- 11.1 The Sporting Committee and ManCom shall be entitled from time to time to jointly appoint a president and vice presidents of the Club for a maximum term of 3 (three) years and may be re-elected.
- 11.2 The President and vice presidents shall act as an ambassador for the Club and shall promote the reputation and goodwill of the Club.
- 11.3 The Sporting Committee and ManCom shall be entitled, in their sole discretion, to invite the President and vice presidents to attend the respective meetings of the Sporting Committee and ManCom and the President shall occupy an advisory position at such meeting, but shall have no right to vote in respect of any decision of the Sporting Committee or ManCom, as the case may be.
- 11.4 The President and vice presidents shall have only those duties and responsibilities that are expressly conferred upon him by Mancom and the Sporting Committee from time to time.

12 CHAIRMAN AND VICE CHAIRMAN OF THE CLUB

- 12.1 The Club will have an elected Chairman and Vice-Chairman.
- 12.2 The Members shall every two years, within an Annual General Meeting appoint the chairman and vice-chairman of the Club in accordance with the procedure set out in clause 19.
- 12.3 The chairman and vice-chairman of the Club shall serve in such position for the duration of his applicable Term of Office.
- 12.4 The chairman and vice-chairman of the club shall be the respective chairman and vice-chairman of the sporting committee.
- 12.5 The chairman of the Club, and in his absence the vice-chairman, shall be the chairman of each General Meeting, provided that such chairman shall not supervise proceedings in respect of his re-election as chairman of the Club.
- 12.6 . The vice-chairman of the Club shall be responsible to assume the chairman's duties, when the chairman is unable to fulfil same.
- 12.7 In the event of a permanent vacancy in respect of the Chairman, the sporting committee must convene a special general meeting within 90 (ninety) days of such

permanent vacancy occurring at which a club chairman will be elected for the remaining term of office.

13 SPORTING COMMITTEE

13.1 Powers and Responsibilities

13.1.1 The Sporting Committee shall be responsible for –

13.1.1.1 the approval of any application for membership of the Club in terms of clause 7.2;

13.1.1.2 the admission of Corporate Members in terms of clause 7.5;

13.1.1.3 the appointment of an investigation committee to investigate allegations of misconduct in terms of clause 8.2.2;

13.1.1.4 the appointment of members of ManCom in terms of clause 14.2.2;

13.1.1.5 the organisation of activities, events and competitions of the Club together with the manager of the Club appointed by ManCom from time to time and subject to the financial approval of ManCom;

13.1.1.6 the supervision of the Sub-Section Committees in terms of clause 10; and

13.1.1.7 the issuing of sporting rules and regulations of the Club.

13.2 Composition

13.2.1 The Sporting Committee shall, subject to clause 15.4, be comprised of the chairman or vice-chairman, as the case may be, of each Sub-Section.

13.2.2 Only Members of the Club that are not executive members of other motorsport clubs shall be eligible to be a member of the Sporting Committee, unless otherwise approved by the Sporting Committee.

13.3 Proceedings of the Sporting Committee

13.3.1 The Sporting Committee may meet, adjourn and otherwise regulate their meeting as they think fit, and any Sporting Committee member shall be entitled to convene or direct the Administration to convene a meeting of the Sporting

Committee, provided that the Sporting Committee shall meet at least once a month.

13.3.2 The Sporting Committee may determine the notice period given to the members of the Sporting Committee in respect of its meetings and the means of giving that notice, provided that any such prior determination may be varied, depending on the circumstances and reasons for the meeting in question.

13.3.3 Unless otherwise determined in a General Meeting, or by a meeting of the Sporting Committee, the quorum necessary for the transaction of the business by the Sporting Committee shall be a majority of 2/3rd of the total Sporting Committee members for the time being in office. A resolution of the Sporting Committee shall be passed by a majority of the votes of the members of the Sporting Committee present at the meeting at which it is proposed.

13.3.4 In the event of deadlock in respect of a decision of the Sporting Committee, such decision shall be referred to ManCom for determination. The decision of ManCom shall be final and binding on the Sporting Committee.

13.4 **Remuneration and Reimbursement**

13.4.1 A member of the Sporting Committee shall not be paid any remuneration for his services as such.

13.4.2 The members of the Sporting Committee may be paid any travelling, subsistence and other expenses properly incurred by them in the execution of their duties in or about the business of the Club, and which are authorised or ratified by ManCom.

14 **MANCOM**

14.1 **Powers and Responsibilities**

14.1.1 The management and administration of the Club shall, unless otherwise specifically provided for herein, vest in ManCom.

14.1.2 ManCom may exercise all the powers of the Club set out in clause 5.1, subject to the terms of this Constitution.

14.1.3 In addition to the exercise of the powers of the Club, ManCom shall –

- 14.1.3.1 be responsible for the financial management and supervision of any event, activity or competition organised by the Sporting Committee and the Executive Manager;
- 14.1.3.2 ensure that annual financial statements of the Club have been audited and that such audit is complete and ratified by Mancom by the 30th March of each Club year.
- 14.1.3.3 be entitled to delegate to any one or more person/s the power to do all such acts (including the right to sub-delegate) as may be exercised or done by them, provided that such delegation shall not discharge ManCom of its responsibility and accountability in respect of any such function so delegated; and
- 14.1.3.4 shall be entitled to employ employees in the Administration of the Club as it, in its sole discretion deems necessary.
- 14.1.4 Notwithstanding anything contained in this Constitution, ManCom shall not enter into any Capital expenditure project exceeding R 75 000,00 (seventy five thousand rand) without the approval of the Sporting Committee.
- 14.1.5 All Officers of the Club shall at all times –
 - 14.1.5.1 act in good faith toward the Club;
 - 14.1.5.2 exercise their powers for the benefit and in the best interests of the Club;
 - 14.1.5.3 exercise their powers for the purpose for which it was conferred;
 - 14.1.5.4 prevent a conflict between his own interests and those of the Club;
 - 14.1.5.5 not exceed the limitation of their powers as set out in this Constitution;
 - 14.1.5.6 maintain an unfettered discretion; and
 - 14.1.5.7 act with a reasonable degree of care and skill in the performance of his functions.

14.2 **Composition of ManCom**

- 14.2.1 Unless otherwise determined by a General Meeting, ManCom shall be comprised of 7 (seven) members of the Club .

- 14.2.2 ManCom shall be constituted as follows –
- 14.2.2.1 the chairman of the Club, provided that if the chairman is appointed as the Executive Manager in terms of clause 15.1, the vice-chairman of the Club shall be a member of ManCom;
- 14.2.2.2 2 (two) Sporting Committee members as elected by the Sporting Committee whose appointment to ManCom shall remain valid despite the expiry of their Term of Office as a member of the Sporting Committee; and
- 14.2.2.3 4 (four) Members elected by the Sporting Committee who shall not be members of the Sporting Committee and are duly qualified to perform the function.
- 14.2.3 A ManCom member shall act as such for the duration of his applicable Term of Office and may be re-appointed by the Sporting Committee. Notwithstanding the foregoing, the chairman's appointment as ManCom member shall only be valid for the period for which he holds his position as chairman.
- 14.2.4 For the avoidance of doubt it is recorded that a ManCom member's Term of Office shall not be dependent on the Term of Office of the Sporting Committee which appointed such ManCom member.

14.3 **Alternate ManCom Members**

In the event that any member of ManCom is unable to act as such or is absent for a period of 3 months, he shall notify the Sporting Committee thereof who shall be entitled to appoint 1 (one) person in the alternative to be that ManCom member's alternate, to act in his absence for the remainder of the absent member's period of service.

14.4 **Proceedings of ManCom**

- 14.4.1 ManCom may, subject to clause 14.4.2 meet, adjourn and otherwise regulate their meeting as they think fit, and any ManCom member shall be entitled to convene or direct the Administration to convene a meeting of ManCom.
- 14.4.2 The meetings of ManCom shall be subject to the following –
- 14.4.2.1 they shall be held on a monthly basis;
- 14.4.2.2 ManCom shall appoint a chairperson at the commencement of their first annual meeting for that 1 (one) year period.

14.4.2.3 unless otherwise determined in a General Meeting or by a meeting of ManCom (at which all members of ManCom are present), the quorum necessary for the transaction of the business by ManCom shall be majority of the total committee members for the time being in office. A resolution of ManCom shall be passed by a 2/3rd majority of the votes of the total committee members.

14.4.3 The chairperson of the meeting shall not have a casting vote.

14.4.4 In the event of deadlock in respect of a decision of ManCom, such decision shall be referred to the Sporting Committee for determination. The decision of the Sporting Committee shall be final and binding on ManCom.

14.4.5 A resolution passed by ManCom or act performed under the authority of ManCom is not invalid by reason only of the fact that when the resolution was passed or the act was authorised ManCom was constituted of less than 7 (seven) Members.

14.5 **Remuneration and Reimbursement**

14.5.1 A ManCom member shall not be paid any remuneration for their services as such.

14.5.2 ManCom members may be paid any travelling, subsistence and other expenses properly incurred by them in the execution of their duties in or about the business of the Club, and which are authorised or ratified by ManCom.

14.6 **Disciplinary Procedures**

14.6.1 The Sporting Committee shall be entitled to appoint from the Members an independent investigative committee from time to time ("**the Investigative Committee**") to investigate any allegations or suspicions against a ManCom member in respect of any breach of this Constitution and in particular his duties in terms of clause 14.1.5.

14.6.2 The Investigative Committee shall, after such investigation, provide the Sporting Committee with its findings together with its recommendation, which may include terminating the ManCom members appointment. The Sporting Committee will act in accordance with the recommendations of the Investigative Committee.

15 **EXECUTIVE MANAGER**

15.1 ManCom will appoint an executive manager as deemed necessary from time to time.

- 15.2 Notwithstanding anything contained herein, the Executive Manager shall not retain office as member of ManCom.
- 15.3 In the event that ManCom appoints a member of the Sporting Committee or ManCom as the Executive Manager, he shall, immediately resign his position as ManCom member or Sporting Committee member, as the case may be, or refuse his appointment as the Executive Manager.
- 15.4 For clarification, in the event of the chairman of the Club being appointed as the Executive Manager, he shall, in order to accept his position as Executive Manager, resign his position as a member of Mancom, but shall remain the chairman of the Club. Upon the chairman's resignation as member of Mancom, as aforesaid, the vice-chairman of the Club shall fill the vacancy on Mancom caused by the chairman's resignation.
- 15.5 ManCom shall be entitled to delegate its powers and responsibilities to the Executive Manager, provided that such delegation shall not discharge ManCom of its responsibility and accountability in respect of any such function so delegated.
- 15.6 The Executive Manager shall only be entitled to exercise those powers which have specifically been conferred upon him by ManCom.

16 DISQUALIFICATION OF ALL OFFICE BEARERS

- 16.1 Any office bearer shall cease to hold office as such if he –
- 16.1.1 would be disqualified from acting as a director in terms of the provisions of the Companies Act, 61 of 1973 (as amended or replaced from time to time) if the Club were a company;
- 16.1.2 gives notice to the Club of his resignation as an office bearer with effect from the date of, or such later date as is provided for in, such notice;
- 16.1.3 if he/she is not personally present at meetings for a period in excess of 3 (three) months either consecutively or otherwise or,
- 16.1.4 he is removed from office by a resolution passed by 75% (Seventy Five Percent) of Members present at a General Meeting.

17 INDEMNITY

- 17.1 Every member of the Sporting Committee, Mancom, the Executive Manager and other managers and/or their nominees shall be indemnified by the Club against all claims, costs, losses and expenses which such person or persons may incur or become liable for by reason of any contract entered into or any lawful act or deed performed by such person or persons in the discharge of their respective duties, including in the case of an Official, his or her duties as the Chairperson, Treasurer, Secretary or any other Official.
- 17.2 Without prejudice to the generality of clause 17.1, the Club shall specifically indemnify every person referred to in clause 17.1 against all losses of whatsoever nature incurred arising out of any bona fide act, deed, letter done or written by her or her jointly or severally in connection with the discharge of his or her duties.

18 INSURANCE

- 18.1 The management and administration of the Club shall arrange for insurance cover for the Club, the Sporting Committee, Mancom, the Executive Manager and other managers, which shall include but not be limited to Civil liability insurance and Personal Accident Insurance.
- 18.2 The Club shall, at all times during its currency, ensure that the property, including all the buildings and structures thereon, are adequately insured against the risk of loss, damage, or destruction by fire, hail, storm, floods, tempest explosion, earthquake, riot (both political and otherwise) and such occurrences as any lessee of the property may deem reasonably necessary.

19 GENERAL MEETINGS

19.1 Annual General Meetings

- 19.1.1 The Sporting Committee shall convene an Annual General Meeting by no later than the 30th June of each Club Year.
- 19.1.2 An Annual General Meeting shall be convened by the Sporting Committee not less than 31 (thirty one) one days' prior written notice to all Members entitled to attend the Annual General Meeting. This notice shall state the date, time and place of the Annual General Meeting and, in broad terms, the business to be transacted at the meeting.
- 19.1.3 The business of an Annual General Meeting shall include –
- 19.1.3.1 the presentation of annual reports by the Sporting Committee and ManCom;

- 19.1.3.2 the approval of the management accounts of the Club for the preceding year shall be tabled at the meeting for approval;
- 19.1.3.3 the consideration and approval of the audited annual financial statements; and
- 19.1.3.4 other matters as may be considered appropriate.
- 19.1.3.5 the election of the chairman and vice-chairman (where applicable);
- 19.2 Members shall nominate persons for election as chairman and vice-chairman by submitting written nominations to the Administration at least 31 (thirty one) days prior to the Annual General Meeting in which the chairman and vice-chairman are to be elected.
- 19.3 The Sporting Committee and/or Mancom may request a CV from the nominee. The Sporting Committee and Mancom shall be entitled to jointly interview any nominee, if either committee deems it necessary.. If, after such interview, the Sporting Committee and Mancom agree that a nominee is not suitable to occupy the position of chairman or vice-chairman his name shall be removed from the list of nominees.
- 19.4 The Administration shall provide the Members with the names of the nominees for the chairman and vice-chairman and the name of the electoral officer via e-mail no later than 21 (twenty one) days prior to the Annual General Meeting.
- 19.5 If, after receipt by a Member of the notice of the Annual General Meeting in which the chairman and vice-chairman are to be elected, he determines that he is unable to attend such Annual General Meeting, the following procedure shall become applicable:

The Member has 7 (seven) days to give the administration written notice of the inability to attend the annual general meeting and shall request a ballot form to be sent, leaving 14 (fourteen) days before the date of the annual general meeting.

The Member shall indicate his vote as to the chairman and vice-chairman on the ballot and shall send same in a sealed envelope to the electoral officer and at the postal address nominated by the Club in the notice of the Annual General Meeting.

A ballot form shall only be valid if received 7 (seven) days before the relevant Annual General Meeting.

For the avoidance of doubt it is recorded that any Member who is not able to attend the aforesaid Annual General Meeting shall only be entitled to vote as set out herein and no Member shall be entitled to appoint a proxy to vote on behalf of such Member.

19.6 Only Members who produce a valid Club membership card shall be entitled to receive a ballot in order to vote in respect of the appointment of the chairman and vice-chairman if the Club.

19.7 The Members shall elect the chairman and vice-chairman of the Club from the list of written nominations at the Annual General Meeting.

19.8 **Other General Meetings**

19.8.1 In addition to the Annual General Meeting, the Club shall convene General Meetings at least twice during the Club Year at a time and place nominated by the Sporting Committee on 21 (twenty one) days written notice to all Members.

19.8.2 A member who wishes to call a General Meeting shall be entitled to do so, provided that he furnishes the Administration with a requisition signed by at least 100 (one hundred) Members stating full reasons of such meeting. Upon receipt of such duly signed requisition, the Administration shall convene a General Meeting on 21 (twenty one) days written notice to the Members.

19.8.3 Every notice of the General Meeting shall state the date, time and place of the General Meeting and, in broad terms, the business to be transacted at the meeting.

19.9 **Proxies**

It is specifically recorded that no Member shall be entitled to be represented by a proxy at any meeting where voting will take place.

19.10 **Quorum of General Meetings**

19.10.1 The quorum for any General Meeting shall, subject to clause 19.10.2, be 10% (ten percent) of the Members holding Full Membership.

19.10.2 The quorum for any General Meetings in which no decisions are proposed to be taken by the Members shall be 5% (five percent) of the Members holding Full Membership.

19.10.3 Should a General Meeting have been properly convened but no quorum be present within 30 minutes of convening the General Meeting, the meeting shall be postponed for 1 (one) month. A notice reflecting the date, time and place of an adjourned meeting shall be sent to the Members entitled to attend such meeting. At such reconvened meeting, the Members then present shall be deemed to constitute a quorum.

19.11 **Voting and Resolutions**

19.11.1 Unless otherwise provided for in this Constitution, at all General Meetings including the Annual General Meeting, a resolution put to the vote shall be decided by means of a show of hands or, if determined by the chairperson of the General Meeting or by not less than one third of the Members present in person, by a ballot.

19.11.2 Each Member present at such meeting and holding Full Membership shall be entitled to 1 (one) vote.

19.11.3 Before voting, the chairman of the Club may require any person present at a General Meeting to prove his membership of the Club.

19.11.4 All resolutions of a General Meeting shall be passed by a majority of votes. Should there be an equality of votes the chairman of the Club shall have a casting or second vote.

20 **MINUTES AND NOTICES**

All meetings held by the Members, Sub-Sections, Sub-Section Committees, ManCom and the Sporting Committee shall be subject to the following –

20.1 proper minutes shall be kept of the proceedings of all meetings held in terms of this Constitution by the secretary appointed by the respective meeting, and a record of the persons present at each meeting. The minutes shall be signed by the chairman of the meeting, and shall be available for inspection and copying by any Member on 2 (two) days' notice to the Administration;

20.2 the minutes of each applicable meeting shall be confirmed at the next meeting held by that relevant body;

- 20.3 notices shall be delivered via e-mail, to the last e-mail address notified by each person concerned to the Club, or in any other manner as ManCom may decide from time to time;
- 20.4 the accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting; and
- 20.5 e-mails and facsimiles shall be deemed to have been received on the same day that it was sent.

21 AMENDMENT TO THE CONSTITUTION

- 21.1 Any proposal to alter the Constitution or rules of the Club must be submitted in writing to the Administration 31 (thirty one) days before the General Meeting at which it shall be considered.
- 21.2 The Administration shall give the Members 21 (twenty one) days notice in writing of such proposals.
- 21.3 Any proposals shall require the approval of two-thirds of the Members holding Full Membership present at a General Meeting. **Any proposals so approved shall only become effective and be implemented upon receipt of written approval from the Council**
- 21.4 Any General Meeting in respect of any amendment to the Constitution shall, other than as provided for in this clause 21, be convened and governed by the provisions of clause 19.

22. FIDUCIARY RESPONSIBILITY

The Club shall always have at least three persons who are not connected persons, as defined in the Income Tax Act, in relation to each other, to accept the fiduciary responsibilities of the Club, such persons being the Chairman of the Club, a member of the Management Committee and the executive manager who undertake to ensure compliance with the following:

- 22.1. The Club to operate in a non-profit manner.

- 22.2. No surplus funds to be directly or indirectly distributed to any person.
- 22.3. On winding up or dissolution of the Club, the assets remaining after the satisfaction of all its liabilities shall be given or transferred to –
- 22.3.1. Any other recreational club which has been approved by the Commissioner in terms of Section 30A of the Income Tax Act;
- 22.3.2. Any public benefit organisation, contemplated in paragraph (a)(1) of the definition of a “public benefit organisation” in section 30(1) which has been approved in terms of section 30(3) of the Income Tax Act;
- 22.4. The Club will not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered. Remuneration will not be determined as a percentage of any amounts received or accrued to the Club and the Club will not economically benefit any person in a manner which is not consistent with its objectives.
- 22.5. All members of the Club are entitled to annual or seasonal membership
- 22.6. Members of the Club are prohibited from selling, transferring or otherwise alienating their membership rights or any entitlement in terms thereof.
- 22.7. A copy of all amendments to the constitution will be submitted to the Commissioner of the South African Revenue Service and shall comply with such reporting requirements as may be required by the Commissioner from time to time.
- 22.8. The Club shall not knowingly be a party to and shall not knowingly permit itself to be used as part of a transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability of any tax, duty or levy which, but for such transaction, operation or scheme, would have become payable by any person in terms of the Income Tax or any other act administered by the Commissioner of the South African Revenue Service;
- 22.9. The Club will submit the required returns for income tax together with the relevant supporting documents.

23. COSTS

Notwithstanding anything to the contrary contained herein, if the Club incurs any legal fees or expenses as a result of the breach of any of the terms of this Constitution by a ManCom member, Sporting Committee member or Member, as the case may be ("**the Defaulting Party**"), the Defaulting Party shall be liable for the costs of the enforcement of the terms of this Constitution on a scale as between an attorney and his own client.