

# CONSTITUTION



*2009*

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## **1) NAME**

The name of the Club shall be the Panorama Sports Club (hereinafter referred to as "the Club").

## **2) OBJECTS AND POWERS**

- a) The objects of the Club shall be to promote and encourage sports at all levels and foster good relations within the community.
- b) To achieve this object, the Club shall have the following powers:
  - (i) to accept donations, grants and bequests;
  - (ii) to determine and collect subscriptions members; from
  - (iii) to purchase, hire or acquire in any other manner, any movable or immovable property which may be deemed necessary or convenient for any of the purposes of the Club;
  - (iv) to sell, manage, let, hire or otherwise deal with all or any part of the Club's property, in terms of the municipal lease agreement;
  - (v) to borrow or raise money and to secure the repayment thereof in any such manner as may be deemed fit;
  - (vi) to operate bank accounts and to invest any moneys of the Club not immediately required for any particular purpose in such manner as may be determined from time to time;
  - (vii) to pay remuneration for any services rendered to it or on its behalf; and
  - (viii) to fulfil all the usual objects of a Sports Association and to do all such things and carry out all such undertakings as may be necessary for or incidental to such objects or conducive to the attainment of the objects of the Club.

### **3) CORPORATE STATUS**

- a) The Club shall:
  - (i) not be carried on for the purpose of gain;
  - (ii) have perpetual succession notwithstanding any change in the number or identity of its members from time to time;
- b) The income and assets of the Club shall be applied towards the promotion of the objects for which it is established.
- c) No part of that income or those assets shall be paid, directly or indirectly, by way of dividend, donation or otherwise to the members of the Club.
- d) Liability of each member of the Club is limited to any unpaid, subscription that may be owing by that member.
- e) The Club shall be a body corporate and shall be entitled to sue and be sued in its own name.

### **4) COLOURS**

The colours shall be blue and white; alternative colours shall red, blue and white.

### **5) MEMBERSHIP**

- a) A member may be admitted to the Club either as a social member and/or as playing members of any sport associated with the Club.
- b) Membership of the Club shall be open to persons of all races, creeds and religions; provided that the Executive Committee (elected in terms of 8 below) reserves the right to decline Club membership to any person as it deems fit.
- c) On acceptance every member shall complete an official registration form of the Club.
- d) A subscription fee and/or a social membership fee, as determined by the Executive Committee from time to time, shall be paid by each member to the Club. No member may compete or participate in any Club event, or match, until such time as his fees have been paid.

- e) All playing members shall be registered with the relevant controlling body or association in respect of his/her chosen sport.
- f) Every member shall on acceptance be bound by this Constitution and the bylaws made hereunder, as amended from time to time, and shall be presumed to be aware of all the provisions of the Constitution and the bylaws.
- g) Visitors must be signed in by a paid up member of the Club

## **6) CESSATION OF MEMBERSHIP**

- a) A member shall cease to be a member of the Club:
  - (i) if he resigns by notice in writing to the Secretary of the Club;
  - (ii) if he fails to pay any sum due to the Club within a month from the date of which he has been notified of such default by the Executive Committee; or
  - (iii) if his membership is cancelled in terms of a disciplinary enquiry held in terms of 12 below.
- b) If any member ceases to be a member in terms of clause (a) above, he shall remain liable for any subscriptions, or balance thereof, that may be outstanding at the date on which his membership ceases and he shall not be entitled to recover any sum by reason of the termination of his membership prior to the end of the current year.

## **7) GENERAL MEETINGS**

- a) A general meeting shall mean an annual or special general meeting.
- b) The annual general meeting shall be held yearly at a dated fixed by the Executive Committee, but shall be held not later than three months after the end of each financial year of the Club.
- c) The business of the annual general meeting shall be:
  - (i) to confirm the minutes of the previous annual general meeting and any intervening special general meeting;
  - (ii) to receive and consider the reports of the Chairman and the Treasurer of the Executive Committee and to receive and pass

the accounts, financial statements and balance sheet of the Club for the preceding financial year;

- (iii) to elect the members of the Executive Committee and Office Bearers of the Club;
  - (iv) to consider any resolutions, including resolutions relating to the amendments of this Constitution, requiring the approval of the body of members; and
  - (v) to consider any other business of a general nature.
- d) The Executive Committee may at times convene a special general meeting and shall, on the request of not less than twelve members, convene a special general meeting.
  - e) Any notice convening a special general meeting shall specify the object for which the meeting is called and shall state that no other business shall be transacted at that meeting.
  - f) All notices convening a special general meeting shall be signed by the Secretary and/or the Chairman of the Club and shall specify the time and place of such meeting. Subject to 18 below, members shall be notified of general meeting by a notice on the Club's notice board at least 14 days before the scheduled date of the meeting.
  - g) The Chairman, or in his absence, the Vice-chairman of the Executive Committee shall preside at a general meeting. In the event of both the Chairman and the Vice-Chairman not being present at a meeting, the committee members present shall elect one of their number to be Chairman of the meeting.
  - h) At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands; provided that voting by ballot may be used in the discretion of the Chairman.
  - i) A declaration by the Chairman that a resolution has been carried or lost, and an entry to that effect in the Minutes shall be conclusive evidence thereof without proof of the number of or proportion of the votes recorded in favour of or against the resolution.
  - j) A member who is legally deemed a minor, may be represented at a general meeting by one of his parents or his legal guardian.

- k) At a general meeting each member shall be entitled to one vote only; provided that no member shall be entitled to vote at any general meeting if he is in arrears with any subscription or social fees of the Club or subscription of any sub-affiliation.
- l) Twenty members present in person and entitled to vote shall constitute a quorum at general meetings. Members may vote in person only and no proxies or other form of representation shall be permitted for issues other than the election of office bearers. If a quorum is not present fifteen minutes after the time for which any such meeting is called, the meeting shall stand adjourned to the same day in the next week at the same time and place, or if such day is a public holiday, until the day following. At such adjourned meeting the members present constitute a quorum.
- m) The Chairman at any general meeting may with the consent of the meeting adjourn the meeting from time to time, but no business shall be transacted at the adjourned meeting other than the business left unfinished from the meeting at which the adjournment took place.

## **8) EXECUTIVE COMMITTEE AND OFFICE BEARERS**

- a) The Club shall have an Executive Committee which shall consist of not less than five and not more than fifteen members.
- b) The Executive Committee shall be elected from among the members of the Club at the annual general meeting.
- c) At the annual general meeting Office Bearers shall also be elected by members of the Club.
- d) A Committee member's and an Office Bearer's term of office shall be for one year, however, on the expiration of his terms he shall be eligible for re-election.
- e) A Committee member shall be entitled to serve more than two consecutive years on the Executive Committee provided the member is nominated and receives two thirds of the vote from the quorum present.

## **9) NOMINATION OF EXECUTIVE COMMITTEE AND OFFICE BEARERS**

- a) Nominations shall be submitted in writing on the prescribed nomination form, to the Club Secretary, at least 24 hours prior to the Annual General Meeting, provided that the Chairman may in his discretion allow written nominations from the floor.
- b) The nominees, their proposers and seconders shall all be paid-up members of the Club.
- c) A member shall only be eligible for election as an Office Bearer of the Club if for the whole of the preceding calendar year he has been a fully paid up member of the Club and a member shall only be eligible for election as an Executive Committee member of the Club if for the whole of the preceding two calendar years he has been a fully paid up member of the Club.
- d) Proxy forms will be allowed for the election of Executive Committee members and Office Bearers provided that such proxy shall be lodged with the Secretary 24 hours prior to the meeting.

## **10) MANAGEMENT OF THE CLUB**

- a) Management of the business and control of the Club shall vest in the Executive Committee. In addition to all the powers expressly conferred upon it in terms of this Constitution, the Executive Committee shall exercise all such powers and do all such acts as may be exercised by the Club.
- b) Without in any way limiting the general powers of the Executive Committee, it shall have the following special powers:
  - (i) to co-opt, for a period or for the remainder of the year, members of the Club to temporary or permanent vacancies on the Executive Committee;
  - (ii) to establish such sub-committees as it deems fit and to determine the functions and powers of such subcommittees;
  - (iii) to confer on anyone or more of the members of the Club all or any of the powers exercisable by the Executive Committee upon such terms and conditions and with such restrictions as the Executive Committee deems fit;

- (iv) to open and operate a bank account and to draw, accept, sign and endorse bills, cheques, promissory notes and other negotiable instruments;
- (v) to hold on behalf of the Club all trophies and other movable assets of the Club;
- (vi) to enter into such contracts in the name and on behalf of the Club as it deems expedient for the purposes of the Club;
- (vii) to make, and from time to time vary or add to, regulations governing the affairs of the Club, its officers and members;
- (viii) to guarantee the payments of the liabilities or the fulfilment of the contracts or undertakings of the Club in any manner it deems fit;
- (ix) to employ or appoint and remunerate agents, advisers and other persons for the purposes of the Club;
- (x) to sign on behalf of the Club all powers of attorney, bonds, deeds and other instruments;
- (xi) to consider and decide applications for membership;
- (xii) 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 and without prejudice to any other provision herein contained, to recover by legal proceedings any amount due to the Club;
- (xiii) to change subscription and/or social fees and to vary the amount of such fees;
- (xiv) to authorise any intended expenditure of whatsoever nature of the Club;
- (xv) to veto any resolutions or decisions made by any sub-committee;
- (xvi) to approve the appointment of coaches and managers for all teams;
- (xvii) generally to perform any other act reasonable incidental and ancillary to the above powers.

**11) PROCEEDINGS OF THE EXECUTIVE COMMITTEE**

- a) The Executive Committee may meet, adjourn and otherwise regulate its meetings as it deems fit.
- b) The Executive Committee shall determine what notice is to be given of its meetings and the means of giving that notice.
- c) The meetings of the Executive Committee shall be chaired by the Chairman or in his absence by the Vice-Chairman.
- d) In the event of both the Chairman and the Vice-Chairman not being present at a meeting, the committee members present shall elect a Chairman from amongst their number.
- e) A quorum shall consist of 75% of the Executive Committee. If a quorum is not present fifteen minutes after the time for which any such meeting is called, the meeting shall stand adjourned to the same day in the next week at the same time and place or, if such day is a public holiday, until the day following. At such adjourned meeting the members present shall constitute a quorum.
- f) Any question arising at the meeting of the Executive Committee shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall be entitled to a second or casting vote.
- g) Office Bearers shall be entitled to attend Executive Committee meetings, but shall not be entitled to vote.
- h) A resolution in writing, signed by all the members of the Executive Committee present in the Roodepoort area, if sufficient to constitute a quorum, and assented to by a majority of such members, shall be as valid and effective as if it had been passed at a meeting of the Executive Committee.

**12) DISCIPLINARY COMMITTEE**

- a) The Sports Club Committee shall serve as the Disciplinary Committee.
- b) All disciplinary action shall be dealt with within 14 (fourteen) days unless agreed upon by the Sports Club Committee under special circumstances.
- c) Any ruling given by the Sports Club Committee shall be binding.

**13) VACATION OF OFFICE**

A member of the Executive Committee shall vacate his/her office under any of the following circumstances:

- (i) if he/she is expelled or suspended or in any other way ceases to be a member of the Club;
- (ii) if he/she resigns his/her office by notice in writing to the Secretary or Chairman of the Club;
- (iii) if he/she is absent from three consecutive meetings of the Executive Committee without good reason and without having first advised the Secretary or Chairman of his/her inability to attend.

**14) FINANCIAL STATEMENTS**

- a) The Executive Committee shall cause proper accounts to be kept of all income, expenditure, assets and liabilities of the Club.
- b) The financial year of the Club shall be from 1 st of September to 31 st of August.
- c) At each annual general meeting the Executive Committee shall lay before the Club a statement of the income and expenditure and a balance sheet containing particulars of the assets and liabilities of the Club, accompanied by a report of the Treasurer.
- d) Any member of the Club shall upon written request to the Secretary and upon payment of such fees as the Executive Committee may determine from time to time be entitled to receive a copy of the documents referred to in C above.

**15) SIGNATORIES**

All documents (including cheques and other negotiable instruments) which are required to be signed on behalf of the Club shall be signed by the Chairman of the Executive Committee or any other person appointed thereto by the Chairman.

**16) INDEMNITY**

Every member or officer or servant of the Club shall be indemnified by the Club against all costs, losses and expenses which he may incur or become liable for by reason of any act or thing done by him as such in the discharge of his duties, and no such person shall be liable for the acts or omissions of any other such person by reason of his having joined in any receipt of money not received by him personally, or for any loss on account of defect of title to any property acquired by the Club, or on account of the insufficiency of any security in or upon which any moneys of the Club shall be invested, or for any costs, losses and expenses incurred upon any ground whatsoever unless the loss in question is caused by his own negligence, default, breach of duty or breach of trust.

**17) AMENDMENTS**

The Constitution, or any part thereof, shall not be amended, altered or added to except by a decision taken by a majority of not less than two thirds of all the members of the Club who are present and entitled to vote at a general meeting. The notice of the meeting shall be accompanied by a copy of the proposed amendment. Upon any amendment being made in terms of this rule, the same shall be deemed to be incorporated in and form part of this Constitution and shall be binding upon all members without any further act or assent thereto.

**18) DISSOLUTION**

The Club shall not be wound up except by a decision taken by a majority of not less than two thirds of all the members of the Club who are present and entitled to vote at a general meeting of which at least 30 days notice has been given. If upon the dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any assets whatsoever, the same shall not be distributed among the members, but shall be held in trust for a period of two years where after the assets shall be handed over to any non-profit making association nominated by the Executive Committee.