

## UMZINYATHI CANOE CLUB

### CONSTITUTION

#### 1. **NAME AND CLUB COLOURS**

The club shall be called the "UMZINYATHI CANOE CLUB" hereinafter referred to as "the club" and the official colours shall be green, white and blue. The emblem shall be a buffalo's head.

#### 2. **DEFINITIONS**

In this Constitution unless inconsistent with the context:-

- 2.1 "K.N.C.U." shall mean the KwaZulu Natal Canoe Union;
- 2.2 "C.S.A." shall mean the Canoeing South Africa;
- 2.3 "Club" shall mean the Umzinyathi Canoe Club;
- 2.4 "Committee" shall mean the management Committee elected in terms of Section 15;
- 2.5 "Members" shall mean members of the club;
- 2.6 The singular shall be deemed to include the plural and vice versa and the male gender shall be deemed to include the female gender vice versa.
- 2.7 "Social member" (non-voting) are members who are neither officials nor registered with K.N.C.U.
- 2.8 "Notice" shall be deemed to be given on the time and date of an email sent to the last email address provided to the Club by the member.

#### 3. **OBJECTS**

The objects of the Club, inter alia, shall be: -

- 3.1 To stimulate and promote the interest of youth in canoeing and generally to foster the sport of canoeing;
- 3.2 To ensure that canoeing is conducted in accordance with the Laws, Rules and Directives of K.N.C.U. and CSA;
- 3.3 To affiliate to K.N.C.U. and participate as far as possible in the activities of this Association;
- 3.4 To purchase, lease or by other lawful means acquire property both movable and immovable for the benefit of the Club and to sell or by other lawful means dispose of and to let any such property in the interests of the Club, to secure loans to the Club by the issue of Debentures or Denture Bonds and on mortgage of immovable property; provided that all such dealing concerning immovable property and the issue of Debentures or Debenture Bonds shall require to be authorised by a special Resolution of the members at a General Meeting;
- 3.5 To raise whatever funds are required for the benefit of the club and its members and to enable the Club to meet its obligations and liabilities by means of subscriptions, donations, raising levies or by any lawful means;
- 3.6 At all times, to co-operate in the promotion of nature conservation, and in the prevention of degradation of the environment;
- 3.7 Generally, to do all such things and carry on all such undertakings as may be necessary or incidental to the attainment, control and execution of the above objects.

#### 4. **AFFILIATION**

The Club shall be affiliated to K.N.C.U. and shall conduct all its activities in accordance with the Laws, Rules, By-Laws and requirements of that Union.

**5. MEMBERSHIP**

Except as is otherwise provided herein, members shall be divided into the following classes:-

- 5.1 Registered members- who shall be persons registered as members by the Club and who shall be further classified as:
  - 5.1.1 Seniors- who shall be persons not falling within the category of Juniors hereunder defined;
  - 5.1.2 Juniors- who shall be juniors as defined by the C.S.A. from time to time.
  - 5.1.3 Social (non voting)members – who shall be persons who are neither officials nor registered canoeists
  - 5.1.4 Honorary Life President and Honorary Life Member – who shall be any persons so elected by the members in terms of Clauses 6 and 7 following.
- 5.2 The Club shall keep an up-to-date list of members in all categories which list shall be available for inspection as the reasonable request of members.

**6. HONARARY LIFE PRESIDENT**

- 6.1 The Committee may, if unanimous, propose to the members at either an Annual General Meeting or a Special General Meeting, that a person be elected as an Honorary Life President;
- 6.2 The Honorary Life President need not be a member but shall be entitled to attend Annual and Special General Meetings, but shall have no vote in any proceedings thereat.

## **7. HONORARY LIFE MEMBERS**

- 7.1 Nominations for Honorary Life Memberships may be made by any member and shall:
- 7.1.1 Be made in writing to the Committee;
  - 7.1.2 Be supported by the signatures, names and addresses of at least 10 other members.
- 7.2 The nominee need not be a current or a past member;
- 7.3 A current committee member may not be nominated;
- 7.4 Provided the committee is unanimous in their support for the acceptance of the nominee as Honorary Life Member, they shall propose the acceptance of such nominee at any club meeting, where acceptance shall be determined by a simple majority;
- 7.5 Honorary Life Members shall be entitled to all the normal rights of membership, but shall not be liable for Club subscriptions. They will however be required to pay the K.N.C.U. levy if applicable.

## **8. APPLICATION FOR MEMBERSHIP**

- 8.1 Application for membership shall be made in writing on the Club Application form and shall be duly signed by the applicant and/or his legal guardian;
- 8.2 Signature by the applicant of the Application form shall constitute acceptance of the constitution of the Club. A copy of the said constitution shall be available to the Applicant, upon request;
- 8.3 The Committee shall have the right to decline an application for membership without giving any reason whatsoever;

- 8.4 In the event of an application being declined, the Club Administrator shall immediately notify the applicant accordingly by letter and under cover of such letter shall refund any monies paid in terms of Clause 9 hereunder;
- 8.5 In respect of persons applying for membership, there shall be no discrimination based on the grounds of race, colour, age, sex or creed.

9. **SUBSCRIPTIONS**

- 9.1 Subscriptions shall be payable on making application for membership. Until such subscription is paid an application shall not be considered by the Committee;
- 9.2 Subscriptions shall be determined annually by the Committee;
- 9.3 The subscription determined shall be inclusive of any subscriptions, levies and / or fees payable by the Club on behalf of members to K.N.C.U. or C.S.A. as may be fixed from time to time;
- 9.4 In the event of K.N.C.U. or C.S.A. increasing the amount of subscriptions, levies and/or fees after the Annual General Meeting of the Club, the Committee shall be entitled to call for additional contributions from members without reference back to a meeting of members; provided that such additional contributions shall not be in excess of the amount required by virtue of such increases;
- 9.5 The committee shall have the discretion to either refund or waive in whole or in part any subscription in a deserving situation.

10. **FINANCIAL YEAR**

The financial year shall commence on the 1<sup>st</sup> March and terminate on the last day of February of the ensuing year.

**11. ANNUAL GENERAL MEETING**

The Annual General Meeting of the Club shall be held no later than 31<sup>st</sup> May in each year. The business to be transacted at this meeting shall be the: -

- 11.1 Confirmation of the minutes of the previous Annual General Meeting;
- 11.2 Receipt and Consideration of the Report of the Chairman for the previous year;
- 11.3 Receipt and consideration of the report of the Club Chairman for the year ending on the last day of February of that year, the Balance sheet, Financial Statement and Auditor's Report for that period;
- 11.4 Consideration of and voting upon any proposed amendments to the constitution;
- 11.5 Election of the committee for the forthcoming year;
- 11.6 Appointment of Honorary Auditor for the forthcoming year;
- 11.7 Consideration of and/or voting upon any other matters which may properly be considered and voted upon at an Annual General Meeting and of which due notice has been given, if necessary;
- 11.8 Consideration of matters of a general nature which are raised at the Meeting.

**12. NOTICE, VENUE AND QUORUM FOR ANNUAL GENERAL MEETINGS**

- 12.1 A written notice of the day, venue and time together with the Agenda of the Meeting shall be posted, emailed or delivered to each member no later than fourteen days prior to the date of the Meeting;
- 12.2 The venue, day and time of the Meeting shall be decided upon by the committee;
- 12.3 Notice of any special matters to be considered shall be lodged in writing with the Club Administrator no later than twenty-four hours before the Meeting in order to allow for inclusion of such matters on the Agenda;

- 12.4 A minimum of 20 members present at a Meeting convened in accordance herewith shall be deemed to be a quorum for the transaction of all business of the Meeting.

### 13. **SPECIAL GENERAL MEETINGS AND SPECIAL RESOLUTIONS**

- 13.1 Special General Meetings shall be convened by the Committee on its own initiative or upon receipt by the Club Administrator of a requisition signed by **thirty** club members who are entitled to vote;
- 13.2 Fourteen days clear notice of the meeting shall be given, such Notice stating the business for which the Meeting is being called;
- 13.3 No business other than that stated in the Notice shall be considered at the meeting;
- 13.4 The requirements as to notice, quorum, venue, day and time for the meeting shall be as contained in Clause 12 above;
- 13.5 Except as is otherwise set forth in this Constitution a Special Resolution shall be validly passed if assented to by the votes of not less than two thirds of the members present at any General Meeting who are entitled to vote and in respect of which due notice has been given.

### 14. **CHAIRMAN OF ANNUAL AND SPECIAL GENERAL MEETINGS**

- 14.1 Subject to sub-paragraph 14.2 below, the Chairman, or in his absence, the Vice Chairman of the Club, shall take the Chair;
- 14.2 In absence of both the above, any other member of the Committee, as decided by the Committee, shall take the Chair;
- 14.3 The Chairman of the Meeting shall have a casting as well as a deliberate vote;
- 14.4 At Annual General Meetings the Chairman of the Meeting shall be the person as provided for above up to the point in the proceedings where the final composition of the incoming Committee is announced. Thereafter, the Chairman of the club as so elected for the forthcoming year shall assume the chair, except that if such

person be not present, the existing Chairman of the Meeting shall continue in the Chair for the remaining duration of the Meeting.

## 15. **MANAGEMENT COMMITTEE**

- 15.1 The management and directorship of the Club shall be under the control of the Committee to be elected by the members at each Annual General Meeting in the manner as hereinafter provided;
- 15.2 The Committee shall consist of not less than three persons. The committee members shall be elected to hold office until the next Annual General Meeting. The members shall at each Annual General Meeting or at a Special General Meeting as envisaged herein, elect the Committee which shall consist of the following offices: -
- 15.2.1 A Chairman;
  - 15.2.2 A Vice Chairman;
  - 15.2.3 An Honorary Treasurer;
  - 15.2.4 A Club Captain;
  - 15.2.5 A Safety officer
- 15.3 The Committee shall appoint a person to the post of Club Administrator at a salary to be determined by the committee. The person shall be required to sign an employment contract and job description as determined by the committee.
- 15.4 Retiring Committee members shall be eligible for re-election if duly proposed and seconded in the manner hereinafter provided and if no change in their eligibility to stand has occurred;
- 15.5 Members of the following membership classes shall be eligible to stand for election to the Committee: -



- 15.5.1 K.N.C.U. Registered members or Club members who have previously been registered with K.N.C.U. for a minimum of five years;
  - 15.5.2 Social members;
  - 15.5.3 Honorary Life Members.
- 15.6 Forms inviting nominations for election to the Committee shall be despatched along with the notice of the meeting by the Club Administrator to all members entitled to vote at Annual General Meetings. Such proposal forms should be returned to the Secretary no later than twenty-four hours prior to the meeting to allow for incorporation of the names of the nominee's, their proposers and seconders on the agenda for the Annual General Meeting;
- 15.7 Nomination forms shall: -
- 15.7.1 Disclose the full names of the nominee;
  - 15.7.2 Disclose the office or alternative office or offices, for which the nominee is standing;
  - 15.7.3 Disclose the full names of the nominee's proposer and seconder;
  - 15.7.4 Be signed by all three persons and, in the case of the nominee, shall be signed, as to clearly indicate acceptance of the nomination;
  - 15.7.5 Be dated as to the date of signature by each signatory.
- 15.8 The Committee shall have the right to reject any nomination form not completed in strict accordance with the sub-clause 15.7 above, in which event the name of the nominee shall be excluded from the Agenda as a candidate for election to the Committee;
- 15.9 Nominations for membership of the Committee may, in addition to the procedures as set out above, be accepted from the floor of an Annual General Meeting, in the event that insufficient nominations are received from which to constitute a full Committee. The nominee shall be present under such circumstances. In the event that positions on the Committee are not filled at the Annual General Meeting the

Committee as elected shall have the power to co-opt members to fill vacancies, provided that the members so-opted would have been eligible for election in the first instance.

## 16. MEETINGS OF THE COMMITTEE AND PROCEEDINGS THEREAT

- 16.1 At least one meeting of the Committee shall be held in each and every calendar month;
- 16.2 The venue, date and time of Meetings shall be decided amongst the members of the Committee;
- 16.3 Meetings shall be confined to members of the committee and those persons whom the committee may specifically invite to attend from time to time;
- 16.4 The Club Administrator shall keep minutes of all meetings recording the proceedings thereat, which minutes shall be confirmed, amended and rejected at the next following meeting;
- 16.5 Notice of Meetings, stating venue, date and time, and matters to be discussed shall be given in writing to Committee members at least seven clear days prior to the date of the meeting or by some other form of notification as shall be acceptable to and as directed by the particular Committee concerned;
- 16.6 At any Meeting of the Committee, three members shall form a quorum;
- 16.7 If the Chairman is unable to attend a Meeting he shall appoint a Committee member as Chairman for that next Meeting. If both are absent, the members present shall elect one of their number to take the chair. The person chairing the Meeting shall have a deliberate as well as a casting vote;
- 16.8 In the event of the whole Committee resigning rendering co-option of member as impossible, then a Special General Meeting may be convened for the election of the Committee. The provisions concerning election of the Committee shall **mutatis mutandis** apply, save that such Special General Meeting may be convened by any

single interested member and appointments to the Committee will be made by simple majority.

## 17. **POWERS AND DUTIES OF THE COMMITTEE**

Without in any way limiting the generality of the "OBJECTS" as expressed in Clause 3, the Committee shall have power to:-

- 17.1 Define and delegate specific duties to individual members of the Committee;
- 17.2 Co-opt members to fill vacancies for offices on the Committee. Such co-opted members shall be entitled to take part in the deliberation and in the voting of the Committee;
- 17.3 Co-opt persons possessing specialised skills, knowledge, or influential connections of likely benefit to the Club, to assist the Committee for defined periods;
- 17.4 Appoint sub-committees, consisting either wholly of Committee members or partly of committee and partly of non-Committee members to conduct, under the supervision of the Committee, and activities relating to fund raising, entertainment and like activities generally allied to the furtherance of the objects and benefit of the Club;
- 17.5 Request the resignation of any Committee member after absence from three consecutive meetings of the Committee who has not requested leave of absence, or who has not reasonable cause for his absence, such as illness;
- 17.6 Issue newsletters or other communicating media to members advising of the affairs of the Club or delegate this task to any member;
- 17.7 Act notwithstanding any vacancy or vacancies on the Committee, provided the requisite quorum be present at meetings;
- 17.8 Convene General Meetings on a monthly basis and to carry out and give effect to resolutions of members passed at such meetings;

- 17.9 Negotiate, deal with and conclude agreements, lease agreements or contracts with any authoritative body, such as the owners of the property upon which the Club house is situated or any other body relative to facilities or arrangements which the Club may desire or need to utilise, hire or otherwise make use of for the necessary 'wellbeing' of the Club;
- 17.10 Appoint, if so desired, a coach or coaches charged with the wellbeing of the club and the development of the members;
- 17.11 Ensure that the Honorary Treasurer keeps adequate records and books of account relative to the day financial affairs of the Club, collects all subscriptions, issues receipts and pays such accounts as are passed and authorised by the Committee;
- 17.12 Ensure that the Honorary Secretary keeps an up-to-date list of the members in all classes of membership;
- 17.13 Open or close banking or other accounts with any recognised financial institution and to make provision for the operation of such accounts provided that all payment transactions (including electronic financial transactions (eft)) shall be approved in writing by the Honorary Treasurer (or in the absence of the Honorary Treasurer the Chairman or Vice-Chairman duly authorised thereto);
- 17.14 Authorise two or three committee members to have signing powers on bank accounts;
- 17.15 Generally, monitor and control the income and expenditure of the Club;
- 17.16 Organise directly, or through appointed sub-committees, functions, promotions and appeals designed for the financial and other benefit of the Club;
- 17.17 Implement disciplinary action against any member of the club as provided for below;
- 17.18 Make rules from time to time concerning the running of the Club and its maintenance and upkeep, including the control of parking arrangements on Club premises.
- 17.19 Keep an up-to-date record of race results.

## 18. VOTING POWERS

### 18.1 At Annual and Special General Meetings

18.1.1 Only Registered members and Honorary Life members shall be entitled to vote on the basis of one vote per member:

18.1.2 Social members may attend and participate in these meetings but are not eligible to vote.

18.1.3 Except as elsewhere provided, matters in issue shall be decided by a simple majority of votes cast. Voting by written proxy shall be allowed, provided the instrument of proxy is lodged with the UMZ Administrator before the meeting. Voting shall be by a show of hands, unless the majority of the meeting require a ballot, in which event a ballot shall be taken.

### 18.2 At Committee Meetings

18.2.1 Each member shall have one vote and matters in issue shall be decided by a simple majority of votes cast. Voting by written proxy shall be allowed, provided the instrument of proxy is lodged with the Honorary Secretary before the meeting;

### 18.3 Vote of Chairman

18.3.1 Except as elsewhere provided, the Chairman of any meeting shall have a casting vote in addition to a deliberative vote in the event of an equality of votes cast.

## 19. LEGAL PROCEEDINGS

19.1 The Club may sue or be sued in any competent Court of law in the name of the Committee for the time being;

19.2 Any Power of Attorney of other document required in any legal proceedings shall be signed by the Chairman or Vice-Chairman and one Committee member.

**20. BOOKS OF ACCOUNT AND HONORARY AUDITOR**

- 20.1 The books of account kept by the Honorary Treasurer shall be audited annually and Financial Statements comprising details of Income and Expenditure and a Balance Sheet shall be laid before members annually at the Annual General Meeting,
- 20.2 An Honorary Auditor shall be elected at the Annual General Meeting in each year. If no Honorary Auditor is elected, the Honorary Auditor then acting shall continue in office as if re-elected,
- 20.3 If any casual vacancy occurs in the office of the Honorary Auditor, the Committee shall forthwith fill such vacancy,
- 20.4 It shall be the duty of the Honorary Auditor to provide a certificate for presentation to the Annual General Meeting to the effect that the Annual Audit has been carried out,
- 20.5 The position of Honorary Auditor may be occupied by a member of the Club but such member may not be a member of the Committee.

**21. DISCIPLINARY POWER**

- 21.1 Pursuant to Clause 17.17 above, the Committee shall have the power, after due investigation made and, if necessary, the conduct of disciplinary hearings, to suspend or terminate the membership of a member who in the opinion of the Committee:
- 21.1.1 is in wilful breach of this Constitution or any other rules of the Club, the KZNCA or CSA; or
- 21.1.2 is guilty of improper, dishonest, racist or unsportsmanlike behaviour or conduct which is considered prejudicial to the interests or reputation of the Club; or
- 21.1.3 is guilty of any conduct which brings the Club into disrepute.

21.2 The Committee shall have the power to appoint a disciplinary sub-committee to deal with all disciplinary matters and the decision of such sub-committee shall be subject to ratification or otherwise by the Committee.

21.3 Any member whose membership is so suspended or terminated shall have the right of appeal to the next ensuing Annual General Meeting of the Club and thereafter, in order, to K.N.C.U. and C.S.A. and the decision of C.S.A. shall be final and binding.

## 22. **SUGGESTIONS OR GRIEVANCES**

Members wishing to submit suggestions or grievances to the committee shall do so in writing.

## 23. **LIABILITY OF MEMBERS (Other than Committee Members)**

23.1 Each member shall be liable to the Club as a member until membership shall be terminated by resignation or is terminated and the burden of proving resignation shall rest with the member who alleges or relies on the same;

23.2 The liability of each member shall, except as otherwise personally incurred, normally extend only to but not exceed: -

23.2.1 The Annual subscription;

23.2.2 Any additional contribution that may be called for in terms hereof.

## 24. **LIABILITY OF COMMITTEE MEMBERS**

24.1 The liability of Committee members initially shall be limited as provided for in Clause 23 above, and

24.2 In addition, each and every Committee member for the time being shall be indemnified and held blameless from and against all actions, costs, charges,

losses, damages and expenses which they or any of them shall or may incur or sustain by reason or any act done, concurred in or omitted in or about the execution of their duty or supposed duty, having acted **bona fide** in the interests of the Club and not arising from any **male fide** act or through wilful neglect or wilful default.

## 25. **CESSATION OF MEMBERSHIP**

25.1 Any member may resign by giving the Club Administrator written notice of the intention to do so. Resignation shall not absolve the member from any obligation due by that member under the Constitution or By-Laws or the Club then in being.

25.2 On cessation of membership for any reason whatsoever the outgoing member shall immediately return any Club property in his possession, including trophies and the like, to the Committee and even if the outgoing of membership. In the event of non-return of Club property the outgoing member shall be held liable for the replacement value of such property, which the Club may recover.

## 26. **INTERPRETATION OF CONSTITUTION**

In the event of any difference of opinion, dispute or question arising between the club and any member as to the interpretation of any clause of this Constitution, the interpretation placed upon it by the Committee shall be binding unless and until varied by the members voting at an Annual or Special General Meeting.

## 27. **ALTERATION OF THIS CONSTITUTION**

27.1 This Constitution or clauses shall only be amended, added to or rescinded in pursuance of a special resolution passed at an Annual General Meeting or a Special General Meeting of which at least thirty days' notice shall have been specially given, which notice shall specifically state the nature of the amendment, addition or rescission;



27.2 Any special resolution passed above shall be validly passed if assented to by the votes of not less than two-thirds of the members present at the meeting who are entitled to vote;

27.3 All amendments, additions or rescissions shall be and become effective as from the date of the passing of the resolution.

28. **DISSOLUTION**

28.1 The Club may be dissolved by a resolution passed by not less than two-thirds of the members present at an Annual General Meeting or a Special General Meeting of which not less than thirty days notice shall have been given;

28.2 In the event of the dissolution of the Club, the committee shall be obliged to give or transfer the assets of the Club, after satisfaction of all the Club's liabilities, to K.N.C.U. to be used for the benefit of canoeing in KwaZulu Natal.

29. **EFFECTIVE DATE**

This Constitution shall come into effect as from its adoption at a General Meeting properly constituted in terms of clause 11 or clause 12 above.

THIS VERSION OF THE CONSTITUTION HAS BEEN ADOPTED AND COMES INTO EFFECT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

\_\_\_\_\_  
CHAIRMAN