

CLUB ROAG Constitution



Version 1

Date: 1 January 2009

1. DEFINITIONS

In this Constitution unless inconsistent with the context:

- 1.1. "ROAG" shall mean Race Organisers Admin Group;
- 1.2. "the CLUB" shall mean CLUB ROAG;
- 1.3. "the Constitution" being this document headed CLUB ROAG Constitution, Version 1 and dated 1 January 2009;
- 1.4. "KNCU" shall mean the KwaZulu-Natal Canoe Union;
- 1.5. "CSA" shall mean Canoeing South Africa;
- 1.6. "CySA" shall mean Cycling South Africa;
- 1.7. "KZNMTB" shall mean KwaZulu Natal Mountain Biking;
- 1.8. "Governing Bodies" shall mean the relevant organizations, KNCU, CSA, KZNMTB, and CySA, and any other body to which the CLUB may become affiliated as provided for herein;
- 1.9. "Multi Sport" shall mean generally canoeing and cycling, but shall also include other sports that are not necessarily governed by a governing body, eg: off-road triathlons, etc;
- 1.10. "Multi sport athletes" shall mean athletes participating in Multi Sport;
- 1.11. "Committee" shall mean the Management Committee elected in terms of this constitution;
- 1.12. "Founder Members" shall mean the original members who initiated the CLUB as described more fully herein.
- 1.13. "Members" shall mean members of the CLUB;
- 1.14. The singular shall be deemed to include the plural and vice versa and the male gender shall be deemed to include the female gender and vice versa.

2. NAME AND CLUB COLOURS

- 2.1. The CLUB shall be called **CLUB ROAG**.
- 2.2. For so long as the CLUB has a title sponsor, the CLUB shall bear the name of such sponsor as a prefix to the name of the CLUB.
- 2.3. The CLUB colours shall be white shirt and black shorts.
- 2.4. For so long as the CLUB has a title sponsor, the logo of such sponsor shall be worn on clothing in such form and in such manner as may be prescribed by the Committee from time to time or may be prescribed by governing bodies from time to time.

3. AIM

- 3.1. The CLUB will be a "virtual" club with no club house or other club facilities.
- 3.2. Potential members will be able to register as CLUB members by completing a registration form on www.roag.co.za, and selecting the "CLUB ROAG" option.
- 3.3. The primary objective of the CLUB is to provide a cost effective, efficient opportunity for members of the public to register with various Governing Bodies.

4. OBJECTIVES

The objective of the CLUB, inter alia, shall be:

- 4.1. To stimulate and promote the interest of youth in multi sport, and generally to foster multi sport;
- 4.2. To ensure that multi sport is conducted in accordance with the Laws, Rules and Directives of the governing bodies;
- 4.3. To affiliate to governing bodies;

- 4.4. 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.
- 4.5. At all times, to co-operate in the promotion of nature conservation and the prevention of degradation of the environment.
- 4.6. 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.
- 4.7. To ensure that sport is developed into the communities where there has been no history of participation.
- 4.8. To ensure that sport is run in accordance with the directives of Governing Bodies.

5. AFFILIATION

- 5.1. The CLUB shall be affiliated to certain governing bodies and shall conduct all its activities in accordance with the Laws, By-Laws and requirements of these governing bodies.
- 5.2. In particular, the CLUB will be affiliated to:
 - 5.2.1. Canoeing South Africa (CSA)
 - 5.2.2. Cycling South Africa (CySA)
- 5.3. The CLUB will be responsible for all administrative procedures and annual affiliation fees in respect of the CLUB (not individuals) as provided for herein, with the following governing bodies:
 - 5.3.1. Canoeing South Africa (CSA)
 - 5.3.2. Cycling South Africa (CySA)
- 5.4. In the event of Members requiring the CLUB to be affiliated to any other Governing Body, those Members will be required to make written application to the Committee motivating such application.
 - 5.4.1. The written motivation must include, but is not limited to, the following details:
 - 5.4.1.1. Need and Desire
 - 5.4.1.2. Number of potential affiliates to that new governing body.
 - 5.4.1.3. Financial plan.
 - 5.4.1.4. Administrative plan.
 - 5.4.2. In the event of an affiliation fee being due and payable to the new governing body, the CLUB may not be held responsible for providing that affiliation fee.

6. FOUNDER MEMBERS

- 6.1. The Founder Members of the CLUB are:
 - 6.1.1. Brett Austen Smith
 - 6.1.2. Stuart Berry
 - 6.1.3. Douglas Bird
 - 6.1.4. Andrew Nicholson
 - 6.1.5. Andrew Taylor
 - 6.1.6. Tim Whitfield

7. MEMBERSHIP

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

- 7.1. Registered members – who shall be persons registered as Members by the CLUB and who shall be further classified as:
 - 7.1.1. Seniors : who shall be person not falling within the category of Juniors hereunder defined;
 - 7.1.2. Juniors : who shall be persons who have not yet attained the age of 18 (EIGHTEEN) years or who are still attending school;
- 7.2. Up to two Honorary Life Presidents and up to eight Honorary Life Members – who shall be any person so elected by the Members in terms of the Constitution. The CLUB shall keep an up-to-date list of members in all categories which list shall be available for inspection at the reasonable request of members.

8. HONORARY LIFE PRESIDENT

- 8.1. The Committee may, if unanimous decision is reached by the Committee, propose to the Members in a general meeting, any person to be elected as an Honorary Life President.

- 8.2. The Honorary Life President/s shall be entitled to membership and to attend the Annual and Special General Meetings, but shall have no vote in any proceedings thereat.

9. HONORARY LIFE MEMBERS

- 9.1. The Committee may, if unanimous decision is reached by the Committee, propose to the Members at either an Annual General Meeting or a Special General Meeting, that a Member, who has rendered valuable service, be elected an Honorary Life Member.
- 9.2. Such proposal shall then require a $\frac{2}{3}$ (TWO THIRDS) majority vote of the Members present at the meeting for the proposal to be carried.
- 9.3. An Honorary Life Member shall be entitled to all the normal rights of membership, including that of voting at Annual and Special General Meetings.

10. APPLICATION FOR MEMBERSHIP

- 10.1. Application for membership to the CLUB shall be by completing the documentation and questionnaire located under the "Register" tab on the ROAG website at www.roag.co.za.
- 10.2. Each applicant shall be responsible for completing their own application, and shall be responsible for the accuracy of the information contained in their profile.
- 10.3. Each applicant will be required to:
- 10.3.1. Tick the "CLUB ROAG" box for application for membership to the CLUB.
- 10.3.2. Accept the indemnity clauses located on the website and ensure they are familiar with the contents thereof.
- 10.4. Completion of the web form and acceptance of the indemnity by the applicant, shall constitute acceptance of the Constitution and rules of the CLUB. A copy of the Constitution is available on the ROAG website.
- 10.5. The Committee shall have the right to decline an application for membership without giving any reason whatsoever.
- 10.6. In the event of an application being declined, the Committee shall immediately notify the applicant accordingly by letter.

11. SUBSCRIPTIONS

- 11.1. It is intended that subscriptions for CLUB membership will be kept to a minimum.
- 11.2. Initially there will NO CLUB subscriptions. Membership of the CLUB is FREE, however, members will be required to make payment to the various governing bodies as required by that body, and detailed more fully herein.
- 11.3. In the event of subscription for Membership of the CLUB becoming due and payable, the relevant fees and levies shall be payable on making application for membership. Until such subscription is paid an application for membership shall not be considered by the Committee.
- 11.3.1. In such event, subscriptions shall be determined annually by the Committee.
- 11.3.2. The CLUB subscription determined shall be exclusive of any subscriptions, levies and/or fees payable to the governing bodies as may be fixed from time to time.

12. GOVERNING BODIES – APPLICATION AND SUBSCRIPTIONS

- 12.1. The CLUB will NOT be responsible for any applications by members for membership to ANY Governing Body.
- 12.1.1. The Member will be entirely responsible for applying for individual membership to all Governing Bodies, and will be responsible for complying with the requirements of that Governing Body.
- 12.2. Any payment required by a Governing Body will be the direct responsibility of the applicant to that Governing Body.
- 12.3. In the event of the Governing Body requiring confirmation that the applicant is a member of the CLUB, the Committee will be responsible for providing that information.
- 12.4. Any disputes arising between the applicant and a governing body, in respect of eligibility, payment or any other matter, must be resolved by the applicant and that governing body.

- 12.5. In the event of disciplinary action being required by a governing body against a CLUB Member, in accordance with the obligations of the CLUB to that governing body, the CLUB Committee will be obligated to attend to such matter.

13. FINANCIAL YEAR

- 13.1. The financial year shall commence on the 1st January and terminate on the 31st December of the ensuing year.

14. ANNUAL GENERAL MEETING

- 14.1. The Annual General Meeting of the CLUB shall be held no later than 31st May in each year.
- 14.2. The business to be transacted at this meeting shall be:-
- 14.2.1. Confirmation of the Minutes of the previous Annual General Meeting;
 - 14.2.2. Receipt and consideration of the Report of the President and Chairperson for the previous year;
 - 14.2.3. Receipt and consideration of the Financial Statements for the previous financial year, and report thereon;
 - 14.2.4. Consideration of a voting upon any proposed amendments to the Constitution;
 - 14.2.5. Election of CLUB office-bearers for the forthcoming year, including:
 - 14.2.5.1. Chairman.
 - 14.2.5.2. Vice Chairman.
 - 14.2.5.3. Secretary.
 - 14.2.5.4. Auditor / Bookkeeper.
 - 14.2.5.5. 2 Committee members
 - 14.2.6. Appointment of Auditor for the forthcoming year;
 - 14.2.7. 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;
 - 14.2.8. Consideration of matters of a general nature which are raised at the Meeting.

15. NOTICE, VENUE AND QUORUM FOR ANNUAL GENERAL MEETING

- 15.1. A written notice of the day, venue and time together with the Agenda of the meetings shall be posted, emailed, electronically conveyed or delivered to each member no later than 21 (Twenty One) days prior to the date of the Meeting.
- 15.2. The venue, day and time of the Meeting shall be decided upon by the Committee.
- 15.3. Notice of any special matters to be considered shall be lodged in writing with the Committee no later than 24 (TWENTY FOUR) hours before the Meeting in order to allow for inclusion of such matters on the Agenda.
- 15.4. The 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.

16. SPECIAL GENERAL MEETINGS AND SPECIAL RESOLUTIONS

- 16.1. Special General Meetings shall be convened by the Committee on its own initiative or upon receipt by the Committee of a requisition signed by at least 25% (TWENTY FIVE PER CENTUM) of Members who are entitled to vote.
- 16.2. 21 (Twenty One) days clear Notice of Meeting shall be given, such Notice stating the business for which the Meeting has been called.
- 16.3. No business other than that stated in the Notice shall be considered at the Meeting.
- 16.4. The requirements as to notice, quorum, venue, day and time for the Meeting shall be as contained in the Clause headed "NOTICE, VENUE AND QUORUM FOR ANNUAL GENERAL MEETING" herein.
- 16.5. Except as is otherwise set out in this Constitution, a Special Resolution shall be validly passed if assented to by the votes of not less than 2/3 (TWO THIRDS) of the Members present at any Special General Meeting who are entitled to vote and in respect of which due notice has been given.

17. CHAIRMAN OF ANNUAL AND SPECIAL GENERAL MEETINGS

- 17.1. The Chairman of the meeting shall be the chairman of the Committee as elected herein.
- 17.1.1. In the event of the Chairman of the CLUB being unavailable for any reason whatsoever, the Vice Chairman of the CLUB will assume the role of acting Chairman for that meeting only.
- 17.1.2. In the event of the Chairman of the CLUB and the Vice Chairman of the CLUB both being unavailable for any reason whatsoever, the meeting will be adjourned until such date and time as one of those office bearers is available.
- 17.2. The Chairman at the Meeting shall have a casting as well as deliberate vote.

18. THE COMMITTEE

- 18.1. The management and directorship of the CLUB shall be under the control of the Committee.
- 18.2. At the first General Meeting, the Founder Members will elect the Committee.
- 18.3. Thereafter, the Committee will be elected by the Members at each Annual General meeting in the manner as hereinafter provided.
- 18.4. The Committee shall consist of not more than 6 (six) elected persons being:
 - 18.4.1. Chairman.
 - 18.4.2. Vice Chairman.
 - 18.4.3. Secretary.
 - 18.4.4. Auditor / Bookkeeper.
 - 18.4.5. 2 Committee members.
- 18.5. Committee Members shall be elected for a term of 1 (ONE) year only.
- 18.6. Retiring Committee members shall be eligible for re-election if duly proposed and seconded in the manner hereinafter provided and if there has been no change in their eligibility to stand.
- 18.7. All Members of the CLUB shall be eligible to stand for election to the Committee.
- 18.8. Forms inviting nominations for election to the Committee shall be dispatched by the Committee to all members entitled to vote at Annual General Meetings, by such date as to enable such forms to be returned in good time (minimum 14 (Fourteen) days before AGM to allow for incorporation of the names of nominees, their proposers and seconders (and any other relevant details) on the Agenda for the Annual General Meeting.
- 18.9. Nominee forms shall :
 - 18.9.1. disclose the full names of the nominee;
 - 18.9.2. disclose the office or alternative office or offices, for which the nominee is standing;
 - 18.9.3. disclose the full names of the nominee's proposer and seconder;
 - 18.9.4. be signed by all 3 (THREE) persons and in the case of the nominee, shall be signed as to clearly indicate acceptance of the nomination;
 - 18.9.5. be so dated as to the date of signature by each signatory.
 - 18.9.6. The Committee shall have the right to reject any nomination form not completed in strict accordance with this clause, in which event the name of the nominee shall be excluded from the Agenda as a candidate for election to the Committee.
 - 18.9.7. Nominations for committee members may, in addition to the procedure as set out above, be accepted from the floor of an Annual General Meeting provided the nominee is present at such meeting. In the event that insufficient nominations are received from which to constitute a full committee then the committee as elected shall have the power to co-opt members to fill vacancies, provided that members so co-opted would have been eligible for election in the first instance.

19. MEETINGS OF THE COMMITTEE AND PROCEEDINGS THEREAT

- 19.1. At least 1 (ONE) regular meeting of the Committee shall be held in each and every calendar month.
- 19.2. The venue, date and time of the meetings shall be decided amongst the members of the Committee.
- 19.3. Meetings shall be confined to members of the Committee and those persons whom the Committee may specifically invite to attend from time to time.
- 19.4. The Secretary shall keep minutes of all Meetings recording the proceedings thereat, which minutes shall be confirmed, amended or rejected at the next following meeting.
- 19.5. Notice of Meetings, stating venue, date and time, and matters to be discussed shall be given in writing to Committee members at least 7 (SEVEN) clear days prior to the date of the meeting or by some other form of notification as shall be accepted to and as directed by the particular Committee concerned.
- 19.6. At any meeting of the Committee, 4 (Four) members shall form a quorum.

- 19.7. If the Chairman or Vice Chairman is unable to attend a meeting, the meeting will be postponed until such time as one of these office bearers is available.

20. POWERS OF THE COMMITTEE

- 20.1. Without in any way limiting the generality of the "OBJECTS" as expressed in herein, the Committee shall have the power to:
- 20.1.1. Delegate and define specific duties to individual members of the Committee.
 - 20.1.2. Co-opt members to fill vacancies for officers other than those listed in Clause 16 above (all vacancies not filled at the Annual General Meeting) on the Committee and such co-opted members shall be entitled to take part in the deliberation and in the voting of the Committee.
 - 20.1.3. Co-opt persons possessing specialized skills, knowledge, or influential connections of likely benefit to the CLUB, to assist the Committee for defined periods.
 - 20.1.4. 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, any activities relating to fundraising, entertainment and like activities generally allied to the furtherance of the objects and benefits of the CLUB.
 - 20.1.5. Request the resignation of any Committee member after absence from 3 (THREE) consecutive, regular meetings of the Committee, who has requested leave of absence, or who has not reasonable cause for his absence, such as illness.
 - 20.1.6. Issue newsletters or other communicating media to members advising of the affairs of the CLUB or delegate this task to any member.
 - 20.1.7. Act notwithstanding any vacancy or vacancies on the Committee, provided the requisite quorum is present at meetings.
 - 20.1.8. Carry out and give effect to resolutions of members passed at General Meetings.
 - 20.1.9. Negotiate, treat with and conclude agreements or contracts with any authoritative body, such as the Provincial Administration or the local Borough Council, Governing Bodies, or any other body relative to facilities or arrangements which the CLUB may desire or need to utilize, hire or likewise make use of for the necessary well-being of the CLUB.
 - 20.1.10. Ensure that the Auditor / Treasurer keeps adequate records and books of account relative to the day to day financial affairs of the CLUB, collects all subscriptions, issue receipts and pays accounts as are passed and authorized by the Committee.
 - 20.1.11. Open or close banking or other accounts with any recognized financial institution and to make provision for the operation of such accounts provided that all cheques or other instruments of withdrawal shall be signed by the Chairman and countersigned by at least 1 (ONE) other member of the Committee.
 - 20.1.12. Ensure that the Secretary keeps an up-to-date list of the members.
 - 20.1.13. Generally, monitor and control the income and expenditure of the CLUB.
 - 20.1.14. Organize directly, or through appointed sub-committees, functions, promotions and appeals designed for the financial and other benefits of the CLUB.
 - 20.1.15. Implement disciplinary action against any member of the CLUB in terms of this Constitution.
 - 20.1.16. Generally, make, implement, vary and repeal By-laws as deemed to be in the interests of the CLUB, provided however that any such By-laws implemented shall remain in force only until:
 - 20.1.16.1. rescinded by the Committee; or
 - 20.1.16.2. confirmed and adopted by resolution of the members at the next ensuing Annual General Meeting.
 - 20.1.17. Compel the members of the CLUB to wear, display or otherwise promote the trademarks, logos or other advertising material of the CLUB sponsor who may provide sponsorship of the CLUB from time to time in such manner and using such means as the Committee may prescribe from time to time.

21. VOTING POWERS

21.1. At Annual and Special General Meetings

- 21.1.1. Any Member of the CLUB shall be entitled to vote on the basis of 1 (ONE) vote per member.
- 21.1.2. Except as elsewhere provided, matters in issue shall be decided by a simple majority of votes cast.
- 21.1.3. Voting by written proxy shall not be allowed.

21.1.4. 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.

21.1.5. The Chairman at the meeting shall have a casting as well as deliberate vote

21.2. At Committee Meetings

21.2.1. Each Committee member shall have 1 (ONE) vote and matters in issue shall be decided by a simple majority of votes cast.

21.2.2. Voting by written proxy shall NOT be allowed.

21.2.3. The Chairman at the Meeting shall have a casting as well as deliberate vote.

21.3. Vote of Chairman

21.3.1. 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.

22. LEGAL PROCEEDINGS

22.1. The CLUB may sue or be sued in any competent Court of Law in the name of the Committee for the time being.

22.2. Any Power of Attorney or other document required in any legal proceedings shall be signed by the Chairman and 1 (ONE) other Committee member.

23. BOOKS OF ACCOUNT AND AUDITOR

23.1. The Books of Account kept by the Auditor / Bookkeeper in pursuance of this Constitution, 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.

23.2. An Auditor shall be elected at the Annual General Meeting in each year. If no Auditor is elected, the Auditor then acting shall continue in office as if re-elected.

23.3. If any vacancy occurs in the office of the Auditor, the Committee shall forthwith fill such vacancy.

23.4. It shall be the duty of the Auditor to provide a certificate for presentation to the Annual General Meeting to the effect that the annual audit has been carried out.

24. FINANCE

24.1. The CLUB will be financed by:

24.1.1. Contributions from ROAG.

24.1.2. Sponsorship.

24.1.3. And by collection of funds from Members for special projects or registrations.

24.1.4. As provided for herein.

25. RESIGNATION

25.1. Any member may resign by giving the Committee written notice of intention to do so.

25.2. Resignation shall not absolve the member from any obligation due by that member under the Constitution or By-laws of the CLUB then in being.

26. DISCIPLINARY POWER

26.1. Pursuant to the Constitution, the Committee shall have the power, after due investigation made, to suspend or terminate the membership of a member who, in the opinion of the Committee, is in willful breach of the Constitution or By-laws of the CLUB or is guilty of improper, dishonest or unsportsmanlike behavior or conduct which is considered prejudicial to the interest or reputation of the CLUB.

26.2. It shall not be necessary for the Committee to disclose any reason for the suspension or termination of membership.

26.3. A simple majority of all members of the Committee shall be sufficient to suspend or terminate membership.

26.4. Any member whose membership is so suspended or terminated shall have the right to appeal to the next ensuing Annual General Meeting of the CLUB and thereafter to the governing bodies.

27. SUGGESTIONS OR GRIEVANCES

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

28. LIABILITY OF MEMBERS (other than Committee Members)

28.1. 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.

28.2. The liability of each member shall, except as otherwise personally incurred, normally extend to but not exceed:

28.2.1. the annual subscription;

28.2.2. any additional contribution called for in terms of the Constitution.

29. LIABILITY OF COMMITTEE MEMBERS

29.1. The liability of Committee members initially shall be limited as provided for in the Constitution; and

29.2. 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 of 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 willful neglect or willful default.

30. CESSATION OF MEMBERSHIP

30.1. On cessation of membership for any reason whatsoever the outgoing member shall immediately return any CLUB property in his possession, including trophies, access cards, keys and the like, to the Committee, even if the outgoing member intends lodging an appeal against his termination 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.

31. INTERPRETATION OF CONSTITUTION

31.1. 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 by the Committee shall be binding unless and until varied by the members voting at an Annual or Special General Meeting.

32. ALTERATION OF THIS CONSTITUTION

32.1. This Constitution shall only be amended, added to or rescinded in pursuance of a special resolution passed at an Annual General Meeting or at a Special General Meeting of which at least 30 (THIRTY) days notice shall have been specially given, which notice shall specifically state the nature of the proposed amendment, addition or rescission.

32.2. Any special resolution passed in terms of this Constitution shall be validly passed if assented to by the votes of not less than 2/3 (TWO THIRDS) of the members present at the meeting who are entitled to vote.

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

33. DISSOLUTION

33.1. The CLUB may be dissolved by a resolution passed by not less than 2/3 (TWO THIRDS) of the members present at an Annual General Meeting or a Special General Meeting of which not less than 30 (THIRTY) days notice shall have been given.

33.2. 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 CLUB's liabilities, to a governing body to be held in trust until the formation of a new cycling or canoeing CLUB in the Midlands and surrounding area.

34. **EFFECTIVE DATE**

34.1. This Constitution, as amended, shall come into effect as from the date of adoption of the resolution in General meeting, approving it.