



## **BENONI NORTHERN SPORTS CLUB**

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### **CONSTITUTION: RULES AND REGULATIONS**

#### **1 NAME**

The name of the club is "Benoni Northern Sports Club", hereinafter referred to as "the Club".

#### **2 COLOURS AND BADGE**

The colours of the Club Shall be red, white and gold. The badge of the Club shall be on a black background, a red shield with three gold scimitars in the attack position. The manufacture, sale, design and use of the Club colours and badge shall be decided upon by the Club committee from time to time.

#### **3 OFFICE**

The offices of the Club shall be situated at the premises of the Club, namely Brodigan St, Northmead, Benoni.

#### **4 OBJECTIVES**

The objectives of the Club are:

- 4.1 To promote and foster all branches of sports and pastimes.
- 4.2 To hold or arrange matches and competitions and to offer, grant or contribute toward the provision of prizes, awards and distinctions.
- 4.3 To buy, sell and deal in all kinds of apparatus, provisions, food and liquids as well as offering an on site catering service as required by members and their guests who frequent the Club's premises.
- 4.4 To acquire through purchase or on lease or by any other means any movable or immovable property which are be requisite for the purposes of being used in connection with the objectives of the Club.
- 4.5 To borrow and raise money in such manner as the Club shall think fit and in particular by means of subscriptions, mortgage bonds and debenture, charged upon the whole or any part of the property, assets and revenue of the Club, both present and future and to give and grant to the subscribers, mortgagees, debenture holders and others, all such rights, benefits and privileges the Club may deem fit to give and grant.
- 4.6 To enter into contracts with any other party for the benefit of promoting, coaching, training or organizing events sporting or otherwise. Similarly to with any party providing goods or services to the benefit of the members and in keeping with the aims and objectives of the Club.
- 4.7 To construct, inaugurate or promote Sub-Clubs and to grant to any such Sub-Clubs any benefits or privileges which may be requisite or necessary and to enter into arrangements or contracts with any

person, club, Sub-Club, municipality, Sporting Association or any other legal body or entity for the promotion of sport or for mutual interest of both parties.

- 4.8 To let out or hire the said grounds or any portion thereof or any of the fixed assets and buildings thereon, for any purpose whatsoever and not limited to those of a sporting discipline.
- 4.9 To teach or cause to be taught, any branch or branches of sport.
- 4.10 To charge for admission to the grounds and premises.
- 4.11 To fulfill all the usual objects of a social and sports club and to do all such things and carry out all such undertakings as may be necessary for or incidental to such objects.
- 4.12 To utilize its funds solely for the objects for which the Club was established or for investment and in no circumstances to distribute any of the Club's profits or gains to any person.

## 5 CLASSES OR MEMBERS, ENTRANCE FEES AND SUBSCRIPTIONS

There shall be eight classes of members, defined as follows and whose annual membership fee to the Main Club shall be determined by the members in general meetings from time to time whilst adjustments to subscriptions shall take place annually. Any increase in excess of the consumer price index shall be determined and be approved by the members in annual general meetings provided.

5.1 Ordinary members, who shall consist of:

5.1.1 Active members, being members who participate actively and are paid up members in the Club, in any of the branches of sport or activity provided by the Club.

5.1.2 Social members, being members who do not participate actively at the Club in any branches of sport provided by the Club.

5.2 **Country members**, being members who reside beyond a radius of 100 kilometers from the Club house. Country members annual fees will be shall be determined by Main Club Executive annually to coincide with the due date of ordinary members.

5.3 **Junior members**, being:

5.3.1 Persons under the age of 18 years.

**Note:** The parents or guardians of junior members will be required to signify that they are responsible for the payment of all fees due to the Club by the junior members and that such junior members will abide by the rules, regulations and bye laws of the Club and Sub-Clubs.

- 5.4 **Student members**, being any bona-fide student over the age of 18, attending university, tecknikon, teachers training college or any similar institution on a full time basis.
- 5.5 **Honorary temporary members.** The committee shall have the power to confer honorary temporary membership on such persons and subject to such terms and conditions and with such rights and privileges as it may deem fit, always given the right to vote.
- 5.6 Honorary life members may be elected in terms of clause 35. Life members of the Club may not exceed 2% of the total membership of the Club at the time of any proposal for election. Such membership may only be proposed and accepted at a general meeting of the members of the Club after such proposal has been ratified by the Executive Committee of the Club.
- 5.7 Where a husband and wife are both members of the Club, having paid their main club membership fees then one such member will be required to pay the full club annual subscription, the spouse will pay a lesser amount, this amount being as determined by the Executive Committee of the Main Club. They will share one membership number only which will qualify for any incentives, competitions or benefits where membership numbers are used for the purpose of the reward. They may each acquire their own number by paying full subscription fees in which case they will be allocated their own number.

- 5.8 Parents of Junior Members – certain membership privileges may be granted to parents of Junior Members. These membership rights, and the membership fee will be at the discretion of the Main Club and Sporting Subsections.

## **6 NUMBER OF MEMBERS**

The number of members of all classes shall not exceed such number as the committee may from time to time decide upon and the number of members of any one or other of the classes of membership set forth in Rule 5 shall not exceed such number as the committee may from time to time decide to be the maximum desirable number for that class. (Honorary Life Membership excluded)

## **7 SUBSCRIPTIONS DUE**

The due date for payment of subscriptions shall be the 1<sup>st</sup> day of March in each year. However, that anyone who becomes a member of any class after the 30<sup>th</sup> day of June in each year, shall pay a pro rata amount for the current portion of a year. A receipt signed on behalf of the Club shall be sufficient discharge for any monies due to the Club.

## **8 FAILURE TO PAY SUBSCRIPTIONS OF DUE DATE**

If any member fails to pay his or her subscription within two months after the due date they will cease to be a member of the club. The committee may, however, reinstate such defaulter on payment by the defaulter of all subscriptions in arrear, or on such conditions as the committee may deem fit. No member shall be entitled to any of the privileges of the Club if his or her subscription is in arrears.

8.1 The subs of any participating member outstanding after three months of the due date thereof, shall be the responsibility of the Sub-Club to recover and the Main Club shall be entitled to debit the account of such Sub-Club automatically.

## **9 RIGHTS OF MEMBERS**

Membership does not and shall not give to any member of any class any right, title, interest, claim or demand in or to any of the monies, property or assets of the Club, but only confers upon such member the right and privilege of entering in and upon the grounds and buildings of the Club and of using and enjoying the same free of charge, in accordance with the use to which the same are devoted by the committee of the Club, and subject to such reasonable restrictions as the committee may from time to time impose, and subject to the rules, regulations and bye-laws of the Club and Sub-Clubs from time to time in force; provided, however, that nothing herein contained shall prevent the committee from charging an entrance fee or fees in respect of the grounds or buildings of the Club or any portion or portions thereof, which shall be used for tournaments or for other special purposes or let out.

## **10 LIABILITY OF MEMBERS**

In the event of the Club being wound up, there shall be no liability incurred by any member other than in respect of his or her unpaid subscriptions and any money he or she may be owing to the Club.

## **11 ELECTION OF MEMBERS**

11.1 Members of all classes (save honorary life members) shall be elected by the committee.

### **11.2 Proposer and seconder**

Any candidate for election as a member other than temporary, honorary or life, shall be proposed and seconded by members of the Club (who shall be ordinary or honorary life members) in writing and the candidates full name, occupation and address and the name of his or her proposer and seconder must be posted on the Club notice board for at least fourteen days prior to election. No member shall propose or second or support by his or her signature a candidate not personally known to him or her.

### **11.3 Screening of application for membership**

Proposals for membership will be screened at the Monthly Executive Meeting of the Main Club. Upon acceptance as a member they will become immediately liable for subscriptions in terms of Clause 5. The candidate must be informed in writing by post or email within ten days of the Committee's decision of

acceptance or otherwise. No reason for the decision is required as the Committee reserves the right to grant or deny membership at its discretion.

#### **11.4 Form of proposal**

Such candidate shall apply in writing by completing and submitting the Club's Application Form.

#### **11.5 Rejected candidates**

Rejected candidates shall not be entitled again to seek re-election within 6 calendar months of the date of their rejections. If, however, at any time after the rejection of a candidate it appears that he/she was rejected under a misapprehension or mistake as to identity or owing to incorrect information having been given, the committee shall have the power to reconsider his or her application forthwith.

#### **11.6 Candidate inadvertently elected**

Should a candidate ineligible for any reason whatsoever be inadvertently admitted as a member of any class, the committee may declare his or her election void and shall give him or her immediate notice to that effect and shall return his or her subscription fee.

#### **11.7 Power to cancel election**

If at any time after the election of a candidate it appears that he or she was elected under a misrepresentation or mistake as to identity, or owing to incorrect information having been given, the committee shall have the power to cancel his or her election. The person whose election is thus cancelled in terms of this clause shall thereupon cease to be a member of the Club and shall have no claim whatsoever against the Club for damages, return of any subscription on any grounds whatsoever, but the committee shall be entitled to make such ex gratia refund of entrance fee or subscription as it may consider proper.

#### **11.8 Proposal form may be varied by committee**

The committee shall have the right to vary the form of proposal for membership in any class from time to time and may prescribe different forms for different classes of membership.

### **12 SUBMISSION TO THE RULES OF THE CLUB**

The signed application for membership shall be a distinct acknowledgement on the part of any person that he or she is bound by the rules and regulations of the Club and Sub-Clubs and all bye-laws that have been or may hereafter be made and that he or she accepts the ruling of the committee in all cases and no person shall be absolved from the effect of these rules on the plea of not having received a copy of them or any of them.

### **13 PRIVILEGES OF CANDIDATES PRIOR TO ELECTION**

A candidate for membership of any class shall have the privilege of making use of the Club at the discretion of the Main Club, until the date of his or her election as a member.

### **14 NOTIFICATION OF ELECTION TO MEMBERSHIP**

14.1 On the election of a member of any class, he or she shall be notified of such election and advised that a printed copy of the rules and regulations of the Club is available at the office of the club house for inspection, alternatively a copy may be purchased at a minimal cost or emailed at no cost. Such member shall be sent a badge or card for the current period of membership, which badge/card shall not be transferrable.

14.2 Members must produce their badges/cards whenever called upon by a Committee Member, Official or Staff Member of the Club (including guarding, ground or catering staff or staff employed in the licensed bar) to do so. Such persons referred are empowered by the Executive Committee and are taken to represent the authority of this Committee. Refusal or inability to produce his or her badge/card may deprive such member of the privileges of membership on that occasion.

15 **VOTING**

Ordinary and honorary life members shall only be competent to vote on any occasion and no member who is in arrears with his or her subscription shall be entitled to vote. Proxies shall not be allowed.

16 **RESIGNATION OF AND RE-INSTATEMENT OF MEMBERSHIP**

16.1 Any member intending to resign his or her membership of the Club shall notify such intention in writing to the Club prior to the date upon which his or her next subscription becomes due, otherwise he or she shall be liable for payment of his or her subscription for the balance of the current year.

16.2 Any refund of subscriptions shall be at the discretion of the committee.

16.3 Any member who resigns and who thereafter wishes to have his/her membership re-instated shall apply to the Club and the committee may re-instate such membership at its discretion on such conditions as it may deem fit.

17 Should any member of any class fail to pay any sum of money due to the Club other than subscription within 7 days after due notice has been sent to him or her, the committee shall have the right not only to take legal proceedings against such member for the recovery of the sum due, but also to suspend such member for such period as it may deem fit, or otherwise deal with him or her in terms of Rule 38

18 The committee shall have the right of its own accord or upon application, to transfer a member from one class to another.

19.1 The entire management and control of the Club shall be vested in a committee consisting of the President, Vice-Presidents and nine life or ordinary members of the Club elected as hereinafter provided, together with the chairman of each of the Sub-Clubs.

19.2 Only honorary life and ordinary members shall be eligible for election or appointment as chairmen of Sub-Club committees.

19.3 The President and Vice - Presidents of the Club and the Chairman of each of the Sub-Clubs shall be ex-officio members of the committee.

The remaining members of the committee shall be elected as hereinafter provided, except that the immediate past chairman of the committee shall have a seat on the committee for a period of 12 months reckoned from the date of expiry of his terms of office unless he is elected as chairman of one of the Sub-Clubs referred to above.

19.4 In the event of a chairman of any Sub-Club being elected as hereinafter provided, except that the immediate past chairman of the committee shall have a seat on the committee for a period of 12 months reckoned from the date of expiry of his term of office unless he is elected as chairman of one of the Sub-Clubs referred to above.

20 **PRESIDENT, VICE-PRESIDENTS AND COMMITTEE-MEN ELIGIBLE FOR ELECTION**

At every annual general meeting, the president, vice-presidents and the nine elected committee members referred to in Rule 20.1 shall retire from office, but shall be eligible for re-election without nomination.

20.1 **President, vice-president and committee nominations.**

No one, unless he be a retiring president, vice-president or member of the committee may be elected as a member of the committee unless he is a life or ordinary member who has been nominated in writing by a member of the club (who shall be life or ordinary members) and shall have accepted such nomination in writing. No member whose subscriptions is unpaid, shall be eligible as a candidate or be entitled to propose or second a candidate.

20.2 **Screening of candidates' names**

All nominations shall be delivered to the Club office in writing or email by 6 pm of that day which is not less than 8 days before the Annual General Meeting and the names of the nominees together with the

names of the nominees together with the names of the retiring President, Vice-Presidents and retiring members of the committee shall be posted on the Club notice board for at least 7 days before the meeting.

#### **20.3 Nominations not exceeding number to be elected**

If the number of members nominated does not exceed the number to be elected, the members so nominated may be declared elected by the chairman at the Annual Meeting.

#### **20.4 Ballot**

If the number of nominations exceed the number to be elected, the election shall be by means of ballot papers which shall be handed to every member who is entitled to receive the same at the Annual General Meeting.

#### **20.5 Election of committee**

The General Meeting shall elect office bearers, being the Chairman, Vice-chairman, Treasurer, as well as 5 committee members.

#### **20.6 Invalidated ballot papers**

Any ballot papers on which the voter has not cast votes for as many candidates as there are vacancies, will be invalid.

#### **20.7 Scrutineers**

Scrutineers shall be appointed at the Annual Meeting by open nomination and show of hands and the scrutineers so appointed shall declare the result of the election of the committee as soon as possible.

#### **20.8 Right to attend meetings**

No member whose subscriptions are in arrear shall be entitled to speak at any General Meeting of the Club unless specially authorized to do so by the chairman of the Club.

#### **21 CHAIRMAN AND VICE-CHAIRMAN OF THE COMMITTEE**

No retiring Chairman who has held that office for the preceding 5 consecutive years shall be eligible for nomination for the office of Chairman. Should the Chairman or Vice-Chairman not be present at any meeting of the committee, the members present shall elect a Chairman of the meeting.

#### **22 VACANCIES IN COMMITTEE**

The continuing Committee may act, notwithstanding any casual vacancies in their number, so long as there remain, apart from the chairman of the Sub-Clubs as aforesaid, 5 elected members who are duly qualified to act; in the event of casual vacancies on the committee from among the nine referred to in Rule 20.5, the Committee shall fill such vacancy with all reasonable promptitude. Any member so elected shall hold office on the same terms as the member whose place he takes.

#### **23 COMMITTEE MEMBERS ABSENT WITHOUT LEAVE**

Any member of the committee, with the exception of the Presidents and Vice-Presidents, absenting himself from three consecutive meetings without having obtained leave, shall ipso facto cease to be a member of the committee and in the case of a Chairman of a Sub-Club, he shall ipso facto cease to be chairman of such Sub-Club.

The Committee shall immediately notify the honorary secretary of the Sub-Club concerned of the cessation of office and should the Sub-Club fail to elect a chairman within one month from the date of receipt of such notification, the Committee shall have the right to appoint a chairman for such sub-club.

## 24 COMMITTEE MEETINGS – REGULATIONS OF

The Committee is to meet together for the despatch of business, adjourn or otherwise regulate its meetings as it thinks fit; and until otherwise determined by a General Meeting of members, 7 shall be a quorum.

## 25 COMMITTEE MEETINGS – CONVENING

The Chairman or any three members of the Committee may cause a Committee Meeting to be convened on reasonable notice to the other members of the Committee.

## 26 VOTING AT MEETINGS

Questions arising at any meeting of the Committee, except where ballot is provided for or called for by the Chairman, shall be decided by a majority of votes on a show of hand and in the case of an equality of votes, the Chairman shall have a casting vote in addition to his deliberative vote.

## 27 MINUTES OF MEETINGS

The Committee shall cause minutes to be kept and entered in the books provided for the purpose. Such minutes shall reflect the names of the committee members present at each meeting and the resolutions and proceedings of such meeting. Similarly all resolutions and proceedings of General Meetings of members shall be minuted in accordance with the directions of the committee. Any such minutes or an extract therefrom signed by the chairman shall be received as prima facie evidence of the matter stated in such minutes or extract.

## 28 POWERS OF COMMITTEE

The committee shall have full power and authority to do any act, matter or thing which could or might be done by the Club, excepting such matters as are in these Rules specially reserved to be dealt with at a General Meeting of members; and in addition to the general powers and authorities here by conferred on the committee and without in any way limiting such powers and authorities, the committee shall have the following special powers, which, together with its general powers it shall exercise subject to the restrictions imposed by Rule 4 and 46.

### 28.1 Acquisition of property

To acquire for the Club any movable or immovable property calculated to benefit the Club, provided that such acquisition shall not involve expenditure in excess of R50 000.00 (Fifty Thousand Rand) in respect of any one project. In any given financial year the Committee may not exceed R100,000.00 (One Hundred Thousand Rand ) in total on projects without the approval of the Members of Club at a Special General Meeting or Annual General Meeting.

### 28.2 Sales and leases

To enter into leases on behalf of the Club whether as Lessor or Lessee and further to sell, alienate or deal with the movable property or assets of the Club as it shall deem expedient in the interests of the Club, provided always that the sale or alienation contemplated above shall be limited to a maximum amount of R30,000.00 (Thirty Thousand Rand), provided also that any obligation under any agreement of lease shall not exceed the sum of R40,000.00 (Forty Thousand Rand) per any lease agreement.

### 28.3 Disposition of property

To dispose of and to deal with in any manner whatsoever, any immovable property or real rights of any kind and to borrow against the security of the Club property, whether by mortgage, pledge, cession or otherwise, such sums of money as may be required by the Club for any purpose whatsoever, and further to acquire any movable or immovable property, or to sell or alienate any movable property, provided that if such sale, alienation, acquisition or borrowing involves an expenditure of over R40,000.00 (Forty Thousand Rand) in any one project and cannot be dealt with under sub-rule 28.1 or sub-rule 28.2, then the authority therefore shall be obtained from the members of the Club at a Special General Meeting called for that purpose.

#### **28.4 Appointment of attorneys, agents, servants, etc**

To appoint such attorneys, agents, officers, clerks and staff for permanent, temporary or special services, as it may think fit and to invest them with such powers as it may think expedient and to determine their duties and fix, vary and pay their salaries or emoluments (if any) and to require security in such instances and to such amounts as it thinks fit and to suspend or discharge any such persons at its discretion.

#### **28.5 Legal proceedings**

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 also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Club.

#### **28.6 Arbitration**

To refer any claim or demand by or against the Club to arbitration and to perform or refuse to perform, the award.

#### **28.7 Receipts, discharges, etc.**

To make and give receipts, releases and other discharges for monies payable to the Club and for the claims and demands of the Club and such receipts shall be signed by some person lawfully acting on behalf of the Club.

#### **28.8 Banking account**

To open a banking account in the name of the Club and to draw, accept, endorse, make and execute bills of exchange, promissory notes, cheques and other negotiable instruments connected with the business of the Club. Such bills of exchange, cheques and other negotiable instruments shall be signed by two persons, both of whom shall be members of the Committee.

#### **28.9 Bye-laws**

To make, vary and repeal bye-laws of the Club, its officers and servants, or the members of any class of the Club, provided that such bye-laws do not conflict with the Rules of the Club. Immediately after any bye-law is made, varied or repealed, a notice to that effect shall be posted and maintained on the Club notice board for a period of 14 (fourteen) days.

#### **28.10 Investment of money**

To invest and deal with any monies of the Club not immediately required for the purposes of the Club upon such securities and on such terms as it may think fit and from time to time to vary or realize such investments.

#### **28.11 Use of club's property**

To grant consent to persons, not members of any class, to use the Club's property, or to enter the grounds or buildings used or owned by the Club, upon such terms as it may think fit or to refuse consent at its discretion.

#### **28.12 Charge of admission to grounds**

To hold sporting tournaments and to make any special arrangements therefore and to make and impose charges for entrance of admission to the Club's grounds against members of any class or classes, or others on such occasions or to set aside the Club's grounds or any part thereof, for any limited time, for any special purposes whatsoever.



#### **28.13 Contracts for promotion of sport**

To enter into contracts with sub-clubs or other bodies for the promotion of sport and for any other purposes incidental to the Club's objects.

#### **28.14 Delegation of powers to sub-committee**

To delegate to any Sub-Committee or Sub-Committees all or any of the authorities which is conferred on the Committee by its members. Such Sub-Committee shall have such powers as may be conferred on it at the time of its appointment, or thereafter, by the Committee of the Club.

#### **28.15 Remuneration of auditors**

To fix the remuneration of the Club's auditor or auditors.

#### **28.16 Staff pension fund**

To establish and maintain pension or provident funds for the benefit of officials, employees or ex-officials and ex-employees of the Club and to that end to make such capital and annual contributions as it may deem fit.

#### **28.17 Reciprocity**

To give and grant and withdraw reciprocal membership to such members of such clubs on such term and conditions as the committee may from time to time determine, provided such club is not within the magisterial district of Ekurhuleni

#### **28.18 Co-option of a member**

To co-opt two Honorary Life or Ordinary Members to its number.

### **29 ANNUAL GENERAL MEETINGS.**

#### **29.1 Annual general meeting**

A general meeting of the members shall be held in the Club's premises once every calendar year and within three months following the end of the Financial Year. As an example currently the Financial Year is from the 1<sup>st</sup> March to 28<sup>th</sup> February of each year, hence the Annual General Meeting must to be held no later than the 31<sup>st</sup> May of each year.

Not less than 14 (fourteen) days' notice of such meeting shall be given to the members by placing of the Notice convening the Annual General Meeting on all the Club Notice Boards, and advising all members of the Club Executive Committee, Sub Clubs and Sub Committees by post or email.

#### **29.2 Business**

The business to be transacted at the annual general meeting shall be:

29.2.1 To confirm the minutes of the previous general meeting.

29.2.2 To receive and consider the report of the Chairman on the affairs of the Club and propose it's acceptance by the majority of the members present.

29.2.3 The Treasurer to present audited statements of accounts for the past financial year for approval and acceptance by the majority of members at the Meeting.

29.2.4 The Chairman of each Sub Club has to present a report on the financial state of that sub club as well as its affairs, its number of members and a report on its competitive performance.

29.2.5 To elect a President and Vice-Presidents. Vice Presidents for the ensuing year. Vice Presidents to be limited to six in number

- 29.2.6 To elect the office bearers, referred to in Rule 22.5 for the ensuing year.
- 29.2.7 To elect nine Committee members, as referred to in Rule 21 for the ensuing year.
- 29.2.8 To elect the Club's auditor or auditors.
- 29.2.9 To elect Honorary Life Members, if any be proposed by the committee and in Terms of Clause 5.6.
- 29.2.10 To consider any resolutions concerning the affairs of the Club, of which due notice has been given and any business concerning the affairs of the Club that has been brought under consideration by the report of the Committee.

### **30 NOTICE OF ANNUAL GENERAL MEETING**

A notice of the day and hour of the Annual General Meeting shall be posted on the club's notice board for at least 14 (fourteen) days prior to the meeting and sent by post and/or email to each member of the Main Club Executive as well as to the Chairman and all Committee Members of Sub Clubs. The accidental omission to send such notice to any member shall not invalidate the meeting. Notice of any resolution to be proposed at the Annual General Meeting, other than the ordinary business, must be lodged at the club office at least five days before the date fixed for such meeting and shall be posted forthwith on the club's notice board.

### **31 SPECIAL GENERAL MEETINGS**

31.1 The committee may at any time call a Special General Meeting of members by giving not less than seven days' notice, specifying for what object the meeting is called. The committee shall, in like manner, call a Special General Meeting upon receipt of a requisition signed by 50 members of the club (who shall be life, ordinary or members), specifying the object for which such meeting is to be called.

Subject to the powers of the committee hereafter stated, no business other than that specified shall be transacted at such meeting, but any resolution strictly relating to such business may be submitted to such meeting.

31.2 The committee may, however, at any meeting of members bring forward any business which it considers urgently requires a decision or action by members.

### **32 QUORUM AT GENERAL MEETING**

A quorum for a General Meeting or a Special General Meeting shall be 25 members; provided that if no quorum be present within thirty (30) minutes after the time fixed for the meeting, the meeting shall, in the case of an Annual General Meeting or a Special General Meeting called by the Committee, be postponed to the same day and hour in the following week and at such adjourned meeting, the members present, shall be deemed to be a quorum for the transaction of all business of the meeting. In the case of a Special General Meeting, called by requisition of members, if no quorum be present, it shall be indefinitely dissolved.

### **33 HONORARY LIFE MEMBERS**

Every year, at the Annual General Meeting of the club, the committee may propose a Life Member of the club, to be elected by the majority of the members present at such meeting. Life Members shall be subject to the Rules of the club and shall be entitled to the privileges of membership of the club, but shall pay not subscription.

The Executive Committee of the Club and Sub Clubs are entitled to propose members for Life Membership. The proposal for the award of Life Membership is first proposed at the monthly Executive Meeting at which the Proposer motivates the reason and justification for the award. The Executive then votes by way of a majority and if approved then goes to the Annual General Meeting for approval by the majority of the members at this meeting. This in accordance with Clauses 5.6 and 30.2.9

All present Life Members shall continue to be such, subject to these rules. At no time will Life Members exceed in number, 2% (two per cent) of the total membership of the club excluding junior members.

34      **CHAIRMAN**

The chair, at all meetings of the club, shall be taken by the Chairman of the club, or in his absence by the Vice-Chairman, or failing him, by one of the members of the committee.

35      **ADJOURNMENT OF MEETINGS**

The Chairman of any General Meeting may, with the consent of the meeting, adjourn the same from place to place and from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

36      **VOTING AT GENERAL MEETINGS**

Every question submitted to a meeting, except where ballot is provided for, shall be decided in the first instance by a show of hands, the Chairman having a second or casting vote in the case of equal number of votes and unless a ballot be demanded by at least 10 members, the declaration by the Chairman of the result shall be conclusive. Should a ballot be demanded as aforesaid, it shall be taken in such manner and at such time and place in the club house as the Chairman directs and in accordance with Clause 20.7.

37      **COMPOSITION OF DISCIPLINARY COMMITTEE AND MISCONDUCT OF MEMBERS**

37.1      Three Committee Members (hereinafter referred to as the "Disciplinary Committee") shall be appointed by the Committee to attend to disciplinary matters of the Club in terms of this clause.

37.2      Should any Member of any class, in the opinion of the Disciplinary Committee:

37.2.1      Commit any willful breach of the Rules and Regulations of the Club or the Sub-Clubs, or the Associations to which any of the Sub Clubs are affiliated or act in anyway prejudice the legal standing of the Club or the Sub Clubs.

37.2.2      be guilty of improper, dishonest or unsportsmanlike conduct;

37.2.3      Fail to make payment of monies due to the Club after due notice;

37.2.4      be guilty of conduct in any way offensive to members of any class or to the Committee;

37.2.5      Introduce into the Club any person whose presence therein shall be prejudicial to the interest or reputation of the Club or objectionable to the Members;

37.2.6      be guilty of conduct unbecoming or prejudicial to the interests and reputation of the Club, whether within the Club's precincts or outside them;

The committee shall refer the matter to the Disciplinary Committee who shall have the power:

38      **POWERS OF DISCIPLINARY COMMITTEE**

38.1.      To call upon such member to appear before the Disciplinary Committee and there explain his or her conduct, and should such member fail to appear when called upon to suspend or otherwise deal with such member;

38.2.      To expel such member from being a member of the Club;

38.3.      To deprive such member of any or all the rights, benefits and advantages of his or her membership during such time or period as the Committee in its absolute discretion may deem fit. He or she will automatically be prohibited from participating in any sporting activity at the Club or be allowed on its premises, or use its facilities. They may not they represent the Club in any sporting activity for the duration of such suspension.

38.4      To call upon such member in writing to resign, and if he or she fails to resign within seven days of the date of such request, to expel such member, who shall be ineligible for re-election;

38.5      To reprimand such member or to authorize any other person to reprimand him or her;

38.6 to cause a notice setting out the decision of the Disciplinary committee to be placed on the notice board of the Club for such period as the disciplinary Committee may determine;

38.7 The decision of the Disciplinary Committee pursuant to this rule shall be notified to such member by posting by registered letter to his or her registered address and by such other means as the Disciplinary Committee in its discretion may determine.

#### **39 RIGHT OF APPEAL**

39.1 Any member of any class who shall be expelled or suspended or otherwise dealt with by the Disciplinary Committee in terms of Rule 38, shall have the right within fourteen days after the posting of notice thereof to his or her registered address or such other means of notification determined by the Disciplinary Committee to appeal against the decision of the Disciplinary Committee to the Committee. The Committee shall convene a meeting within thirty days after receipt of such notice of appeal where such expelled or suspended member shall be afforded an opportunity to present his/her case to the Committee and the Committee shall either confirm, alter or rescind the expelling or suspension of such member as it deems fit, having considered all the facts relating to the matter. The Committee's decision in this instance shall be final and binding.

39.2 The Decision of the Disciplinary Committee will apply during the period that the matter is under appeal.

#### **40 JUNIOR MEMBERS**

No person after reaching the age of 18 years shall remain a junior member after the end of the year in which he or she reaches such age. He/she shall automatically be entitled to become an ordinary member on payment of the appropriate subscription at the commencement of the subsequent year.

#### **41 PRIVILEGES OF JUNIOR MEMBERS**

Junior Members shall be entitled only to enjoy such of the privileges of the Club as the Committee may deem fit, always, however, excepting the right to vote.

#### **42 CLUB NOTICES**

General Club notices to members of all classes shall be duly given by posting same on the Club's notice board, provided in the Club's premises, and the posting thereof on that board shall be considered to be sufficient notice thereof to each individual member. Each member of any class is required to advise the club of their postal and email address to which he or she requires notices to be sent. Special notices to members or personal notices shall be considered to be properly delivered once posted or emailed to the given address. It is the responsibility of the member to advise of any change of address.

#### **43 TRUSTEE**

All the movable and immovable property of the Club shall be vested in a Trustee. The Chairman of the Club during his period of office or, in his absence, the Vice-Chairman or such other member of the Committee as may be resolved by the Committee be acting in the capacity of the Chairman, shall be the Trustee of the Club.

#### **44 POWER OF TRUSTEE**

The Trustee shall stand possessed of the property of the Club and shall apply and dispose of the same for the benefit of the Club, in such manner as the Committee shall, in conformity with the Rules, direct.

#### **45 ACTIONS-AT-LAW**

All actions or suits at law brought by or against the Club shall be in the name of the Trustee thereof, and such Trustee shall sign all powers of attorney and all necessary documents.

#### **46 AMALGAMATION AND DISSOLUTION**

The Club may enter into partnership or amalgamate with any person or Club with the same or similar objects, or the property of the Club may be sold and the Club wound up, or reconstructed, by the resolution of a majority of not less than two-thirds of the votes of the Members present in person at a Special

General Meeting; provided, however that no less than 30 (thirty) days special notice of the meeting to consider any such question of the partnership, amalgamation, winding-up or reconstructions shall be given and that such notice shall clearly set forth the objects of the meetings; and provided further that no less than 20% (twenty percent) of the members eligible to vote shall be personally present at any such meeting. But if at any meeting properly called, as aforesaid, the requisite number of members shall fail to attend then the meeting shall stand adjourned to the same time and place in the next following week, and special notice of the adjourned meeting given in terms of Clause 47 any number of members shall be deemed to be a quorum, and shall have full power to act.

If the Club is wound-up or liquidated all its assets remaining after the satisfaction of its liabilities shall be given or transferred to some other club, society or association having objects similar to those of the Club.

#### **47 LIQUIDATORS**

Except so far as a Special General Meeting shall otherwise determine, the Committee shall always be the Liquidator of the Club whenever it shall be wound up or reconstructed.

#### **48 SUB-CLUBS**

48.1 It shall be permitted to the members of any class or classes to associate themselves together, with the permission of the Committee of the Club, for the purpose of carrying of any particular game or sport. Such associations are herein referred to as "Sub-Clubs".

48.2 The Rules and Regulations of the Sub-Clubs may not be in conflict with these present, should any arise those contained in this document take precedence.

48.3 The Rules and Regulations of the Sub-Clubs shall be subject to the approval of the Committee of the Club.

48.4 The internal control and management of each Sub-Club shall be vested in a Committee elected by the Active members thereof. The Committee Members shall be an Ordinary or Life Members. At the AGM of the Sub Clubs a Chairman, Treasurer and Secretary and no less than four Committee Members shall be elected.

48.5 Applications for sectional membership must come before the Committee of the Executive of the Main he Committee with a recommendation from the Sub-Club which it is desired to join, to admit candidates for membership.

48.6 The Committee shall, however, have the power from time to time to suspend, vary or amend the operation of those portions of the foregoing Clauses relating to sectional members.

48.7 The Sub Clubs shall conform to the rules, regulations and bye laws of the Affiliated and National Associations under whose auspices they participate.

48.8 The Clubs aims and objectives are to be consistent with those of the National Association under whose auspices they participate and in particular to commit to those relating to development of sport for those previously disadvantaged members of the Community.

48.9 Sub Clubs shall be open to all members of the community irrespective of colour, creed or religion.

48.10 No person shall be prohibited from participating in a Sub Club due to their inability to pay their subscriptions. Such persons shall be exempted from Sub Club and Main Club Subscriptions upon receipt of a letter of motivation which has first been approved after due consideration by the Sub Club which is then forwarded to the Executive Committee for approval. The final decision is at the discretion of the Executive Committee of the Main Club

48.11. All Sub Clubs shall be known as Benoni Northerns followed by the name of the sport as follows:

- Benoni Northerns Football Club
- Benoni Northerns Hockey Club

- Benoni Northerns Athletic Club
- Benoni Northerns Social Club
- Benoni Northerns Baseball Club
- Benoni Northerns Bridge Club
- Benoni Northerns Tennis Club
- Benoni Northerns Rugby Club

No changes may be made to the names of the Sub Club to reflect the names of Sponsors or through twinning with other Clubs either in South Africa or outside its borders without a written motivational being approved by the Executive Committee of the Main Club.

In terms of these rules and regulations the stated intention is that whether it be a Club, Society or Association its name will be preceded with the title name of Benoni Northerns. It shall not be abbreviated to Northerns or any other derivative thereof.

Any permission sought to alter or designate the name of a Club, Society or Association by any other name must be motivated in writing to the Executive Committee of the Main Club. The Executive Committee reserves the right to make the decision at its discretion with no right of appeal.

48.12 Any apparel or sports kit worn while representing Benoni Northerns is required to carry the badge of the Benoni Sports Club.

48.13. Every member shall be a member of the sub-sections as laid out in 48.11

#### 49 **DISSOLUTION**

Should the Committee consider that the Active members of any Sub-Club are not numerically sufficient, or that due interest is not being taken in such Sub-Club by its Active Members, then the Committee may dissolve such Sub-Club, after giving the Sub-Club so concerned one month's notice of its intention so to do.

#### 50 **ALTERATION TO RULES**

These Rules or any other rules that the Club may hereafter bring into force may be added to, varied, altered, amended or modified by resolution of a majority of two-thirds of the votes of the members present in person at a Special General Meeting or Annual General Meeting, after such proposed rules, additions, variations, alterations, amendments, or modifications, shall have been posted on the Club's notice board at least 10 days prior to such Meeting.

#### 51 **COPY OF ALTERATIONS TO BE SENT TO MEMBERS**

Whenever any such addition, variation, alteration, amendment or modification shall have been made in the Rules as aforesaid, a notice to that effect shall immediately be posted and maintained on the club notice board for a period of 14 (fourteen) days.

#### 52 **INTERPRETATION OF RULES**

In case of doubt as to the meaning or interpretation of any of these Rules, the Committee shall be the final arbiter, and its decision shall be binding upon the members of all classes.

53 The main Club will not be responsible to any third party for debts incurred by a Sub-Club or any members of any such Sub-Club.

54 These Rules shall take the place of any previous rules of the Club.