



DURBANVILLE BOWLING CLUB

CONSTITUTION

Amended as approved AGM July 2021

1. NAME

The Club, established for public purposes on 1 October 1948, and situated in Bowlers Avenue, Durbanville, off Racecourse Road [hereinafter referred to as the Club], shall be known as the Durbanville Bowling Club (DBC). It shall be affiliated to the Western Province Bowling Association, (WPBA) and through the latter to Bowls South Africa (BSA). The sole or principal object of the Club shall be to promote social and recreational amenities and facilities for its members in a non-profit manner.

2. COLOURS

The Club Colours shall be Red and Gold on a Navy-Blue background. The Club badge, executed in enamels corresponding as near as possible to the Club Colours, shall take the form of a shield having depicted thereon the recumbent figure of a leopard between two corn stalks, together with the lettering "DURBANVILLE B.C." The Club Blazer shall be Navy Blue with the Club Badge worked on the left breast pocket.

3. MEMBERSHIP

The club will actively strive to promote the playing of bowls within all its communities, including those who may previously have been disadvantaged, as well as the disabled, to advance the game of bowls and to extend the membership of the club. No person shall be excluded from membership on the grounds of race, age, religion, sexual orientation, political persuasion or physical disability.

The various categories of membership are as follows:

- [a] **Honorary Life Members:** - Honorary Life Members shall be persons elected as permanent members of the Club for special services rendered to it. They shall be elected at an Annual General Meeting of the Club on the recommendation of the Committee, and shall be entitled to all privileges enjoyed by Playing Members without payment of annual club fees, except affiliation fees to BSA and WPBA. Honorary Life Members shall only be elected if at least two-thirds of the members present at any such meeting vote by secret or confidential ballot in favour of such election. There shall not be more than **eight** Honorary Life Members of the Club at any one time.
- [b] **Special Members:** - Special membership may be granted by the Committee to playing members, social members or non-members who have conferred some special benefit on the Club. Such special membership shall be granted for not more than one year at a time and may be renewed at the discretion of the Committee for not more than one year at a time. In the case of sponsor companies or firms, special membership may be granted to a representative of the company or firm. Special members who are not playing members of the club shall be entitled to all privileges enjoyed by social members without payment of

annual fees and shall not be entitled to vote at any meeting of the Club. Special members who are currently playing members of the club shall be entitled to enjoy all the privileges that the club confers on its playing members without payment of annual club fees, except for WPBA and BSA affiliation fees, and shall be entitled to vote at any meeting of the club.

- [c] **Playing Members:** - These are Members elected as such in accordance with the provisions of Clause 4 hereof, who are in good standing, and are entitled to all the privileges of the Club. Playing Members shall pay the annual club and affiliation fees fixed for Playing Members.
- [d] **Senior Citizen Member:** - Senior Citizen members are playing or social members that are ninety (90) years or older at the start of the annual season. They shall enjoy the playing and social facilities of the Club and shall be liable for annual club fees fixed for Senior Members and may vote accordingly at any meeting of the Club.
- [e] **Junior Members:** - Junior Members shall be persons who have not yet reached the age of twenty-five (25) years, and are still full-time students at an educational institution recognized by the Management Committee and WPB. Junior Members shall enjoy the same privileges as Playing members and shall be liable for the annual club fees fixed for Junior Members.
- [f] **Social Members:** - Social Members are persons accepted as such by the Management Committee and who desire to be associated with the Club. Social members shall pay the annual club fees fixed for Social Members and shall be entitled to all the privileges of the Club but they shall not have the use of the Greens except temporarily with the permission of the Management Committee. They may not vote at any meeting of the Club.
- [g] **Country Members:** - Country Members shall be persons duly accepted by the Management Committee in terms of clause 4 who are registered playing members of a bowling club affiliated to BSA and who are not resident within forty (40) kilometers of the club. Country Members shall pay the fees fixed for Country Members and shall have and enjoy the same privileges as playing members except that they shall not have the right to vote at a meeting of the Club, nor be eligible to serve on the Management Committee, nor be permitted to represent the Club in any BSA or WPBA competition. Country Members are entitled to a grading and a tab.
- [h] **Reciprocal Members:** - Reciprocal Members are persons who are visiting registered playing members of any bowling club affiliated to a bowling association. They shall enjoy the playing and social facilities of the Club only on such days as they play at the Club, not exceeding more than thirty (30) days in a season, and shall be liable for such visitor fees as are laid down by the Committee for that day's play, restricted to social games and excludes competitive play. They shall not be liable for annual club or affiliation fees and may not vote at any meeting of the Club.
- [i] Unless otherwise provided for in this constitution membership of the Club shall run from the 1st August of a year till the 31st July of the following year.

4. APPLICATION FOR MEMBERSHIP

- [a] Application for membership shall be made on the form prescribed by BSA and shall, at the discretion of the Management Committee, be accompanied by a Clearance Certificate from

the applicant's previous Club(s), if any. The Proposer and Secunder shall be Honorary Life, Playing or Social Members. Completed application forms for membership must be handed to the Secretary who will be responsible for the following:

- [i] Checking if a Clearance Certificate is required or not.
 - [ii] Countersigning the application form and placing it on the notice board.
- [b] Before consideration by the Management Committee, the application for membership shall be displayed on the Notice Board for a period of not less than fourteen (14) clear days, to allow registered members of the club time to lodge any objections in writing against the acceptance of such an applicant, to the Management Committee and during which period applicants may, with the permission of the Management Committee, enjoy the bowling and social facilities offered by the Club. Reasons for the acceptance or rejection of an applicant shall not be divulged.
- [c] Acceptance of a new member shall be done by the Management Committee. A copy of the Club Constitution, Rules and Bye-Laws and Etiquette of Bowls to be provided once an applicant has been accepted as a Member. In the case of a rejection, no fresh application by such a person shall be considered for a period of one year from the date of such rejection.
- [d] New playing members to receive their allocated tab and grading once signed off by the resident coaches from coaching to tabs-in.
- [e] The number of members of the Club shall be at the discretion of the Management Committee.

5. RIGHTS AND OBLIGATIONS OF MEMBERS

- [a] Membership shall not give to any member any proprietary right, title, interest, claim or demand in or to any of the monies, properties or assets of the Club, but only confers upon such member the right to use all the privileges of the Club, subject to the rules and regulations of the Club and to any by-laws passed, or restrictions imposed by the Management Committee from time to time.
- [b] No surplus funds may be distributed directly or indirectly to any person.
- [c] The liability of a member for the debts of the Club shall be limited to the amount of any unpaid subscriptions due and payable by that member.
- [d] A member may not sell his or her membership rights or any entitlement in terms thereof.
- [e] All members will be required to serve the club through participation on Duty Rosters for the various functions that need volunteers that may include Kitchen or Catering, Bar and Tabs-in, as well as assisting in events and tournaments hosted at the club.

6. ANNUAL CLUB AND AFFILIATION FEES

- [a] The fees for all categories of membership shall be proposed and agreed from time to time by either a Special General or the Annual General Meeting. In special circumstances, the fees

may be waived, in part or in whole by the Management Committee, or may allow payment by monthly or quarterly instalments.

- [b] The annual fees shall extend from the 1st August of a year to the 31st July of the following year.
- [c] All fees shall be payable on or before the 15th October. Any member who has not paid his or her fees by the 15th October shall cease to enjoy the rights and privileges of a member unless prior arrangements have been made with the Management Committee. Any member who has not paid his/her fees by the 31st January shall automatically cease to be a member of the Club. The Committee may reinstate such a member on application and payment of all fees in arrears. The Committee shall make every effort to collect any fees in arrears, especially affiliation fees that the club is now liable for, and waive any other fees due if so decided.
- [d] A member accepted after the 31st August shall pay a pro-rata rate of the annual fees for that season calculated from the first day of that month in which the new member is accepted up to and including the 31st July of the following year. The calculated fee, unless waived by the Management Committee, as well as affiliation fees as laid down by BSA and WPBA must be paid.
- [e] New members shall, upon notification of their acceptance, pay the calculated fee, including once-off entrance fee, annual and/or affiliation fees forthwith, and shall cease to enjoy the rights and privileges of a member until the fees have been paid. **Joining Fees in respect of a member who has resigned but re-joins the Club will be waived at the Management Committee's discretion.**
- [f] Resignation by a member must be done in writing prior to or at the Annual General Meeting and such member may not participate in any voting at the AGM. Resignations received after the 15th September will constitute a liability for the member regarding the affiliation fees to BSA and WPBA, but the annual club fees may be waived by the Management Committee.

7. MANAGEMENT

- [a] **Management Committee***: - The management and control of the property, funds and affairs of the Club shall, except as otherwise provided in this Constitution, and as defined in the Role Descriptions in the Policy and Procedures Manual, be vested in a Management Committee comprising the following members who accept fiduciary responsibility for the Club, at least three of whom shall not be connected persons in relation to each other and all of whom shall be elected at the Annual General Meeting in the following order:

Club President (m/f)

Chairlady

Chairman

Secretary (m/f)

Treasurer (m/f)

Membership & Marketing Convenor (m/f)

Technical Convenor (m/f)

- [i] These positions shall be elected at the Annual General Meeting. Nominations must be in writing, and signed by the proposer, seconder and nominee, and be in the hands of the Secretary not less than seven days before the Annual General Meeting. Should there be more than one nomination for any one of these positions; a confidential ballot must be held. No nominations may be accepted from the floor. In respect of any position not so filled the Management Committee shall have the power to co-opt members from any category of membership.
 - [ii] The Club President shall automatically become the Chairperson of the Management Committee, and he/she shall be accountable for all aspects of the Club's business and activities.
 - [iii] All Management Committee members will report to and be responsible to the Club President, and may deputise for the Club President in his/her absence as the occasion demands.
 - [iv] The Standing Selection Committees of both the men's section and the ladies' section shall remain autonomous.
 - [v] At the first meeting of each new Management Committee, the Members shall appoint Delegates to the Western Province Bowling Association.
 - [vi] Five (5) members shall constitute a quorum for Management Committee Meetings.
- [b] The following Standing Committee Members shall be elected at the Annual General Meeting. Nominations must be in writing, signed by the proposer, seconder and nominee, and be in the hands of the Secretary not less than seven (7) days before the Annual General Meeting. Should there be more than one nomination for any one of these positions, a confidential ballot must be held. No nominations may be accepted from the floor. In respect of any position not so filled, the Management Committee shall have the power to co-opt members to fill these vacancies.

Green Ranger (m/f)
 Catering Convenor (m/f)
 Bar Convenor (m/f)
 House Facilities Convenor (m/f)
 Events Convenor (m/f)
 Ladies' Western Province Match Secretary
 Men's Western Province Match Secretary
 Ladies' Club Competition Secretary
 Men's Club Competition Secretary

Elections at the AGM for members to fill the positions of the Standing Selection Committees, and of the Club Competition Secretaries for both playing sections, male members will only vote for those members nominated to the positions in the Men's Section and the ladies for those nominated to the positions in the Ladies Section.

All other nominations may be voted for by all members regardless of gender.

- [c] **Management Committee Meetings:** - The Management Committee shall meet at least once

a month or more often when necessary, for the transaction of the Club's business.

- [d] **Minutes:** - Minutes of proceedings shall be taken by the Secretary or the co-opted Secretary at every Management Committee Meeting and shall be recorded, and when confirmed and approved at the following meeting, shall be signed as correct by the Chairperson at such meeting. Duplicate records must be kept in a safe place.
- [e] **Accounts:** - Proper books of accounts as well as a register of all members shall be kept, and in each and every year the Committee shall cause to be prepared a Balance Sheet and Profit and Loss Account of the Club for the preceding year, which accounts shall be available for inspection to members entitled to vote.
- [f] **Auditing:** - The books of the Club shall be audited annually by a qualified accountant who may be a member of the Committee/Club.

8. POWERS OF THE MANAGEMENT COMMITTEE

The Committee shall have full power and authority to do any act, matter, or thing connected with the proper running, control and management of the Club, *inter alia*:

- [a] It shall control the finances of the Club and have full authority to open and operate bank accounts on behalf of the Club, give receipts, releases and other discharges for monies payable to the Club, and for the claims and demands of the Club.
- [b] It shall have full power to effect insurance of all kinds in the interests of the Club.
- [c] It shall have the power to make, suspend or repeal Policies and Procedures for the regulation of the affairs of the Club. Such Policies and Procedures approved by the Management Committee shall be valid and binding on all members from date of approval. Amendments will be made in accordance to the procedures set in the Policies.
- [d] It shall have power to appoint, suspend or discharge any employee of the Club, and to fix his/her remuneration and conditions of employment in compliance to Basic Conditions of Employment Laws.
- [e] It shall decide and control the use of the club facilities and equipment and the fees and charges to be paid.
- [f] It shall decide and control the use of the bowling greens and the fees and charges to be paid as per the Conditions of Play Policies and Procedures.
- [g] It shall decide on the opening and closing of the bowling greens, and shall regulate the play thereon by members and visitors, and shall be responsible for the arrangements and control of Club competitions through the Competition Secretaries and the Conditions of Play Policies and Procedures.
- [h] It shall, as soon as possible after the AGM but before Club competitions commence, appoint a Jury of Appeal. The purpose of this Jury of Appeal shall be to handle all disputes involving Club competitions where the player/team is dissatisfied about a ruling made by a

Competition Secretary. The Jury of Appeal shall comprise three (3) playing members of either gender. The Management Committee may request the playing members of the Club to submit names for consideration for appointment to this Jury of Appeal. The Jury of Appeal shall appoint one of its members as Convenor who will be Chairperson at any hearing and three (3) members shall form a quorum.

- [i] It shall have power to institute and conduct any legal proceedings on behalf of the Club or defend any legal proceedings against the Club, and shall have power to compound or abandon any such legal proceedings. All proceedings brought by or against the Club shall be in the name of the Club, and the Committee shall have the power to delegate to one or more of its members full power and authority to bring or defend such proceedings, and to sign all necessary documents.
- [j] It shall have power to arrange terms of reciprocity with other clubs.
- [k] It shall have the power to appoint members from any category of membership to any Sub-Committees or Working Groups of any number for any purpose; to delegate to such Sub-Committees or Working Groups such powers as the Committee may deem desirable, and with the right to dissolve any such Sub-Committees or Working Groups. The Club President shall be an ex-officio member of all Sub-Committees or Working Groups. Each Sub-Committee or Working Group shall elect a Chairperson, whose duty shall be to convene meetings of his/her Sub-Committee or Working Group from time to time.
- [l] It shall have power to co-opt additional members from any category of membership not exceeding three (3) in number to the Management Committee, and shall also have the power to fill any vacancies that may occur on any Standing Committee during its term of office.
- [m] It shall have power to spend or incur liability from time to time for the purpose of the Club, in a sum not exceeding such amount as is voted at the Annual General Meeting each year. It shall also have the power, if specifically authorized by a Special General Meeting or an Annual General Meeting, to acquire or lease any land for the purpose of the Club and to mortgage, alienate or pledge any of the Club's property, movable or immovable, and to spend money or incur any liability in excess of the sum authorized generally at the previous Annual General Meeting.
- [n] It shall also have power, with the consent of a Special General Meeting or an Annual General Meeting, to raise specific funds from members of the Club for specific projects within the Club, in such amounts and upon such terms as it shall determine. This clause does not preclude general fund raising which may be done on an ongoing basis. Such general fund raising must be done with the knowledge and sanction of the Management Committee and be limited to causes of general benefit to the Club.

9. MEETINGS

- [a] **Annual General Meeting:** - The Financial Year shall run from the 1st June in any year to the 31st May of the following year, and the Annual General Meeting shall be held within two (2) months of the close of each financial year, when the Management Committee shall present its Annual Report and Audited Financial Statements for the preceding twelve months ended 31st May. All members are to be given notice not less than fourteen (14) days of the Annual

General Meeting.

In unforeseen or unusual circumstances that a physical meeting is not possible, the AGM could be concluded via electronic means virtually upon a decision by the Management Committee and communicated within 40 days from the date set for the AGM. Voting in an electronic version will be done on a confidential basis, not secretly as per physical vote since administrators of the electronic process need to do quality control checks regarding the number of votes per member and proxies.

- [b] **Special General Meeting:** - A Special General Meeting may be called at any time by the President, the Management Committee, or upon the written application to the Secretary, giving justifiable and precise grounds for convening the meeting and signed by not fewer than ten (10) Playing Members, in which case the Secretary shall convene a meeting to be held not more than five (5) working days of receipt of such a request.
- [c] **Quorum:** - At all Annual and Special General Meetings, fifty [50] of the members entitled to vote shall form a quorum.
- [d] **Proxy Votes:** - If a member is unable to attend an Annual General Meeting for any valid reason, that member is entitled to a proxy vote on his/her behalf, on condition that the Power of Attorney is given in writing on the prescribed form obtained from the Secretary, signed by the member and handed to the Secretary prior to the meeting. A proxy can only be used to vote by ballot.

10. STANDING SELECTION COMMITTEES

- [a] At the Annual General Meeting Selection Committees of five (5) members shall be appointed for the Men's and Ladies' Sections respectively, and one (1) member of each committee shall be the Convenor of that Committee. No decisions shall be taken by either Committee unless a quorum of three (3) members is present.
- [b] Nominations of persons to serve on the Standing Selection Committees must be in writing, and signed by the proposer, seconder and nominee, and be in the hands of the Secretary seven (7) days before the Annual General Meeting. Retiring members shall be eligible for election, if available, without nomination.
- [c] The main duties of the Selection Committees shall be: -
 - [i] to recommend to the Management Committee gradings and handicaps for ratification.
 - [ii] to select individuals and teams for tournaments and games in which the Club is officially represented.
 - [iii] to propose 'The Most Promising Player' for the past season prior to the annual prize giving.

11. GRADING OF MEMBERS

- [a] Prior to the commencement of the season, and upon any new member joining the Club, all Playing members shall be graded and lists displayed on the notice boards, allocating each member the position of Skip, Third, Second or Lead. The Selection Committees may, at their discretion, review grading and handicaps at any time during the season or upon written application by a member.
- [b] The grading of members shall be the responsibility of the Management Committee even though subcommittees may be appointed for the purpose.
- [c] When drawing for play, whether by "Tab" system or otherwise, vacant positions of Skip shall be filled from available Thirds, vacant Thirds from Seconds and Seconds from Leads. This rule shall not apply in the case of competitions for which local rules have been approved.

12. CONDITIONS OF PLAY

Play shall be permitted on such days, times and allocated rinks as determined by the Management Committee's Conditions of Play Policy and Procedure displayed on the members' notice boards. The preference and frequency of use of the greens is stipulated in the said policy and procedure, with a directional guide for duty officers supplied by the Green Ranger.

13. "TABS-IN" DRAW

Tabs shall be "in" by such times as may be fixed by the Management Committee from time to time, and 'Draws' for games shall be done by appointed duty officers or members of the Management Committee or their nominees according to the Tabs-In Procedure approved by the Management Committee and as described in the Policy and Procedure Manual.

14. GREEN FEES FOR VISITORS

The Greens shall be open to registered playing visitors, who may play if accommodation is available. All Green fees shall be paid on the basis decided by the Management Committee from time to time. The number of times per month a visitor may play at our Club is at the discretion of the Management Committee. Visitors must produce a valid BSA membership card. No visitor may enter for or take part in any Domestic Club competition. International visitors playing for more than thirty (30) days per season will be liable for annual and affiliation fees fixed to BSA and WPBA.

15. COMPLAINTS

Any member having a complaint to make shall lodge it in writing with the Secretary, who shall submit it to the Management Committee.

16. DISCIPLINE

- [a] The Management Committee shall enquire into any complaints regarding the conduct of members of the Club, and after giving such members fair and adequate opportunity to defend themselves shall, based on the findings, have the power to reprimand, fine, expel or

suspend for a definite period, any member whose conduct may be found offensive or disagreeable to other members, or for any other valid reason.

- [b] The member against whom such action may be taken is to be advised in writing of the Management Committee's decision, and he or she may, within fourteen days of the date of such notification, call upon the President in writing to call a Special General Meeting to hear any appeal against the Management Committee's decision. Such Special General Meeting shall confirm, vary or reverse the finding of the Management Committee except that any decision to reverse the Management Committee's findings must be carried by not less than two-thirds of the votes recorded. The decision of such Special General Meeting shall be final and binding on the member concerned.
- [c] Skips shall at all times be responsible for the discipline on the greens. Members are expected to adhere to the Bowls SA Laws of the Game and the Club Code of Conduct as reflected in the Policy and Procedure Manual.

17. REFRESHMENTS

- [a] Only persons over the age of eighteen (18) years are permitted to purchase liquor from the bar.
- [b] The Management Committee shall have the power to determine the scale of charges for Club supplies from time to time, and a list showing such charges shall be displayed on the Club premises.
- [c] No individual shall have any share in the profit from the sale of liquor by the Club.
- [d] The terms of the Liquor Act should be adhered to by all members, guests and visitors using the bar facilities.

18. GUESTS, VISITORS AND CHILDREN

- [a] All guests, visitors and children are to be recorded in the visitor's register in accordance with the Liquor Act by the member who accompanied the visitor, guest or child, or by the Technical Official on duty during tournaments.
- [b] Children are not allowed to run on the greens, round about the banks or the Clubhouse, nor will they be allowed on the Club premises unaccompanied by an adult who shall be responsible for their conduct.

19. INTERPRETATION AND AMENDMENT OF CONSTITUTION AND RULES

- [a] In case of any doubt as to the meaning of any clause of the Constitution, the interpretation of the Management Committee shall be binding upon the members until the next Annual General Meeting or Special General Meeting called for the purpose when, if Notice of Motion is duly given, the matter may be referred to members present for a decision of the majority.
- [b] Alterations, additions or amendments to this Constitution may be made at any time, provided each member is made acquainted with such proposed change(s) and given at least

five (5) working days' notice of a Special General Meeting to be called for this purpose, and provided such alterations, additions or amendments are approved by a majority of not less than two-thirds of the votes recorded. Such proposed amendments must be the hands of the Secretary at least twenty-one (21) days before the date of the Special General Meeting or Annual General Meeting.

- [c] A copy of any amendment to this Constitution must be submitted to the Commissioner for the South African Revenue Service.

20. DISSOLUTION OF CLUB AND TAX COMPLIANCE

- [a] Upon dissolution of the Club, all assets shall be distributed to:

- [i] Any other recreational club approved by the Commissioner in terms of Section 30A of the Income Tax Act;

- [ii] Any public benefit organization contemplated in paragraph (a)(i) of the definition of "public benefit organization" in section 30(l) which has been approved in terms of section 30(3) of the Income Tax Act;

- [iii] Any institution, board or body which is exempt from tax under Section 10(1)(cA)(i) of the Income Tax Act and which has, as its sole or principal object, the carrying on of any public benefit activity; or

- [iv] The government of the Republic in the national, provincial or local sphere, contemplated in section 10(1)(a) of the Income Tax Act.

- [b] The Club may not knowingly be a party to, or permit itself to be used, as part of any transaction, operation or scheme of which the main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or become payable by any person under any Act administered by the Commissioner for the South African Revenue Service.

- [c] The Club shall submit all the required returns for income tax together with the relevant supporting documents to the Commissioner for the South African Revenue Service.

21. SOUTH AFRICAN INSTITUTE FOR DRUG FREE SPORT (SAIDS)

Bowls SA shall accept and abide by the spirit and terms of the South African Institute for Drug Free Sport [SAIDS] Anti-Doping Programme and the Anti-Doping Rules, including the application of its sanctions to individuals and shall respect the authority of and co-operate with SAIDS and the hearing bodies in all anti-doping matters which are not governed by the rules of the relevant International Federation.

APPENDIX "A"

DURBANVILLE BOWLING CLUB -- MANAGEMENT STRUCTURE



Durbanville Bowling Club
Committee Structures

as approved by DBC SGM 1 July 2020

