

# **SHELLY BEACH SKI BOAT CLUB**

## **CONSTITUTION**

### **1. NAME:**

The name of the Club shall be the **SHELLY BEACH SKI BOAT CLUB** (Hereinafter referred to as the CLUB).

### **2. HEADQUARTERS**

The headquarters of the CLUB shall be at the Clubhouse situated at the Sonny Evans Small Craft Harbour, Shelly Beach.

### **3. OBJECTIVES**

The objectives of the Club are to :-

- 3.1 Primarily promote, foster, organise and control the sport of deep sea angling from craft at sea;
- 3.2 Conserve and promote the conservation of marine resources, sea life and it's habitat;
- 3.3 Advance, and promote and safeguard the interests of the members and to foster good relationships amongst the members of the CLUB;
- 3.4 Foster and encourage safe boating practices and good seamanship;
- 3.5 Fulfil all the usual objects of a social; cultural and outdoor club, which at all times shall be non-political.

### **4. POWERS**

The CLUB shall have the following powers :-

- 4.1 to affiliate, co-operate and liaise with any club, national and provincial body having objects similar to those of the CLUB;
- 4.2 to administer, raise, apply and utilise revenue, funds assets to further the objects of the CLUB and to organise and regulate the use of such assets, funds and revenue;
- 4.3 to advise, confer and co-operate with any authorities to further the objects of the CLUB;
- 4.4 to employ persons and organisations upon terms and conditions as may be deemed expedient;
- 4.5 to purchase, invest in, own, dispose of, hypothecate and otherwise deal in movable and immovable property;
- 4.6 to borrow money from time to time, with or without security;
- 4.7 to open and control banking and savings accounts in the name of the CLUB;
- 4.8 to do all things incidental and necessary to attain the objects of the CLUB;
- 4.9 to arrange or vary the terms of reciprocity with other clubs;
- 4.10 to invest or defend proceedings at law;
- 4.11 to elect Presidents and Vice-Presidents and to make appointments honorary or otherwise and to qualify them in those capacities either for life or such periods as may be thought proper from time to time;
- 4.12 to make, amend or repeal the Constitution of the CLUB;

## **5. MEMBERSHIP**

5.1 Membership of the CLUB shall be open to all persons regardless of religion, colour, class or creed.

### **5.2 Categories**

#### **5.2.1 Full Members**

- (a) All persons whose interest are similar to those of the CLUB, who desire such membership and have been elected as such or who have been transferred to this category of membership;
- (b) Full Members shall be affiliated to the Natal Deep Sea Angling Association and the South African Deep Sea Angling Association through the CLUB.

#### **5.2.2 Social Members**

- (a) Those persons who desire such, or have transferred to this category of membership.
- (b) Social members may not take part in any deep sea angling events organised by the CLUB, the Natal Deep Sea Angling Association, the South African Deep Sea Angling Association or any affiliates thereof, nor may they vote at General Meetings of the CLUB.

#### **5.2.3 Temporary Members**

Those persons visiting Shelly Beach temporarily who, on payment of a prescribed fee and subject to such other conditions which may be imposed by the Executive Committee, have been elected Temporary Members:-

- (a) by the Executive Committee or
- (b) by an Officer or Official of the CLUB delegated with authority by the Executive Committee, subject to such election being confirmed or other wise at the next meeting of the Executive Committee.

#### **5.2.4 Honorary Members**

The Executive Committee may confer honorary membership upon any person upon such rights, privileges, terms and conditions and for such period of time as the Committee may deem fit. Those members shall be exempt from annual subscriptions and shall not be eligible to vote at General Meetings of the CLUB.

#### **5.2.5 Honorary Life Members**

Honorary Life Membership may be conferred upon such persons, *mutatis mutandis*, the provisions of 5.2.5 above, save and except that their membership shall endure for their life-time and they shall be eligible to vote at General Meetings of the CLUB.

#### **5.2.6 Junior Members**

- (a) Those persons up to the age of eighteen (18) who are children of Full Members and Social Members.

- (b) Those persons under the age of eighteen (18) who are not children of Members, may apply for membership as in clause 5.2.8 (a) and will pay 1/10<sup>th</sup> of the full annual fee plus affiliation fees to both Natal Deep Sea Angling Association and South African Deep Sea Angling Association.
- (c) The privileges of Junior members shall be the use of such of the CLUB'S premises as the Executive Committee may decide upon and to compete in competitions open to members of the CLUB, but they shall not be entitled to vote at General Meeting of the CLUB nor hold office in the CLUB.
- (d) At the end of the calendar year in which a Junior member attains the age of eighteen (18) year, such member shall cease to be a Junior member but may transfer to another category of membership without having to pay an entrance fee.

#### 5.2.7 **Family Members**

- (a) Spouses of Full Members and Life Members of the CLUB shall be entitled to Family Membership of the CLUB with all the privileges of the CLUB except the right to vote at General Meetings of the CLUB.
- (b) Spouses of Social Members of the CLUB shall be entitled to Family Membership of the CLUB but may not take part in any deep sea angling events organised by the CLUB, the Natal Deep Sea Angling Association, the South African Deep Sea Angling Association or any affiliates thereof, nor may the vote at General Meetings of the CLUB.

#### 5.2.8 **Application for Membership**

- (a) Applications for Full and Social membership shall be made on the form obtainable from the Secretary of the CLUB, which application shall be proposed and seconded by Full, Life or Social Members of at least one years standing.
- (b) The application for membership shall be displayed on the CLUB Notice Board for period of thirty (30) days before it is considered by the Executive Committee.

#### 5.2.9 **Life Members**

Any Full Member of the CLUB acceptable to the Executive Committee shall upon payment of a fee set by the Executive Committee, which fee shall not be less than an amount equivalent to (15) fifteen years ordinary membership subscriptions, be a Life Member and shall enjoy the full privileges of the CLUB but shall not be liable for the remainder of his/her life for the payment of subscriptions. This exemption does not include payment of affiliation fees and such levies as may become payable from time to time.

#### 5.2.10 **Termination of Membership**

Three calendar months notice to be given before the financial year end, in writing to either the Commodore or the Club Secretary - otherwise the member concerned will be held responsible for the forthcoming years' subscription.

### **5.3 Discipline and Disqualification's**

- 5.3.1 The Executive Committee shall have the power to discipline, suspend or expel any member of the CLUB for any act and/or conduct which in its view is detrimental to the CLUB, its members and/or in breach of the Constitution.
- 5.3.2 Any disciplinary proceedings shall be heard by the Executive Committee in the presence of the alleged offending member to whom at least seven days notice in writing to appear at such meetings shall be given.
- 5.3.3 At the disciplinary hearing, the alleged offending member shall be informed of the alleged offence and afforded an opportunity to speak in his defence.
- 5.3.4 The decision of the Executive Committee in any disciplinary proceedings shall be final.
- 5.3.5 A member shall be disqualified and automatically cease to be a member if found guilty of a crime involving dishonesty or by not paying membership or entrance fee within two calendar months of becoming due and payable; in the latter event the disqualified member shall be entitled to re-apply for membership.
- 5.3.6 Notwithstanding the provisions of 5.3.2 and 5.3.3, the Executive Committee shall have the power to suspend a member's right to use the facilities of the CLUB pending disciplinary proceedings, on condition that such suspension shall be valid for a period not longer than fourteen (14) days and shall not be renewable for the same period.

## **6. COMMITTEE**

### **6.1 Composition**

The Executive Committee shall consist of the following members elected at the Annual General Meeting, such Executive Committee shall be constituted until the following Annual General Meeting:-

#### **6.1.1 Commodore**

Will be responsible for convening all meetings and the normal day to day business of the club within his powers and to co-ordinate the development of the sport.

#### **6.1.2 Vice Commodore**

Shall assist the Commodore and act for him / her in his / her absence and assist in the normal business of the club and procure sponsorships for the club.

#### **6.1.3 Treasurer**

Shall control the financial affairs and membership records of the club.

#### **6.1.4 Club Secretary/PR Officer**

Will oversee all secretarial matters and public relations relating to all matters in advertising and promoting the name of the club.

### **6.1.5 Club Co-Ordinator**

Shall assist the Commodore in all administrative and secretarial affairs of the club. To co-ordinate all business affairs on instructions of the Commodore and to control and manage all the affairs pertaining to the club including staff and normal upkeep of day to day running of the club.

### **6.1.6 Tournaments Convenor**

Will be responsible for all tournaments, club records and team selections.

### **6.1.7 Fundraising Convenor**

Shall control and attend to all fundraising and entertainment activities of the club.

### **6.1.8 Marine Resource Officer**

Shall be responsible for the control of all resources pertaining to environmental affairs and marine resources, to liaise with Natal and SADSAA M.R.O.'s , Natal Parks Board, Hibiscus Municipal Environmental Officers and MCM (Marine Coastal Management).

### **6.1.9 Bar & House Convenor**

Shall control management of the bar including stock and purchase control and carry out maintenance and preventative maintenance to the club premises.

### **6.1.10 Safety Officer**

The Club Safety Officer shall control the safety portfolio pertaining to all craft launching and beaching at the Sonny Evans Small Craft Harbour.

## **6.2 Election**

To be eligible for election, a member must be nominated by a Full, Life or Social Member, such nomination is to be in writing and received by not later than thirty (30) days prior to the Annual General Meeting, by the CLUB Secretary who shall forthwith display notice of nomination on the CLUB Notice Board.

## **6.3 Election**

6.3.1 The Executive Committee shall be responsible for the management and control of the CLUB and the conduct of its business from day-to-day and the carrying out of the objects of the CLUB.

6.3.2 Each Officer of the CLUB shall be responsible for the election of a sub-committee to serve within his/her portfolio.

## **6.4 Powers**

The Executive Committee shall have the power to :-

6.4.1 Do all such things incidental and necessary to attain the objects of the CLUB.

- 6.4.2 Delegate any of its powers to sub-committee provided that any action taken by sub-committees shall be subject to approval and ratification of the Executive Committee.
- 6.4.3 Co-opt any member onto the Executive Committee to fill a vacancy or to co-opt any member onto a sub-committee by way of formal proposal and vote by the executive, as it deems necessary.
- 6.4.4 Confer Life Membership, Honorary Presidency or Vice Presidency upon any member of the CLUB for services rendered to the CLUB.
- 6.4.5 The Office Bearers, members of the Club, Committee members and employees of the Club are indemnified by the Club against all costs, losses and expenses arising from anything done by them in the bona fide administration of the Club or in connection with any other matter or thing concerning the affairs of the Club save wilful or dishonest wrong doing on the part of the person who is sought to be made liable.

#### 6.5 **Action Committee**

The Action Committee shall attend to urgent matters which might arise from time to time between meetings of the Executive Committee. The urgency of such matters shall be agreed upon by the Commodore and one other member of the Action Committee. The decisions of the Action Committee shall be agreed and ratified at the next Executive Committee Meeting. The Action Committee shall comprise of the Commodore, the Tournament Convenor and the Treasurer, with the alternate being the Bar Convenor.

#### 6.6 **Disqualification**

A member of the Executive Committee shall be automatically disqualified in the event of :-

- 6.6.1 His not attending at least three consecutive monthly Committee meetings;
- 6.6.2 His ceasing to be a member of the CLUB.

### 7. **MEETINGS**

#### 7.1 **Committee Meetings**

- 7.1.1 The Executive Committee shall meet at least once per month at the CLUB headquarters to consider, approve or disapprove actions of sub-committees and to ensure proper control of income and expenditure.
- 7.1.2 A quorum of the Executive Committee at any meeting shall consist of at least four (4) members and the Commodore shall have a casting vote in the event of a deadlock or tie.

#### 7.2 **Sub-Committee Meetings**

The sub-committee of each of the Officers of the CLUB shall meet at least once in every month to manage the affairs of its portfolio and to prepare its report for the Executive Committee meeting.

### 7.3 **General Meetings**

#### 7.3.1 **The Annual General Meeting**

- (a) The Annual General Meeting shall be held within four (4) months after the end of the financial year of the CLUB.
- (b) The CLUB secretary shall give at least twenty-one (21) days notice of every Annual General Meeting, such notice to be:-
  - 7.3.1.1 in writing and sent by pre-paid ordinary post to the addresses of members according to the Membership Register;
  - 7.3.1.2 deemed to have been received three days after posting;
  - 7.3.1.3 accompanied by a copy of the Commodores' Report and the Financial Statements for the year under review, together with an Agenda and a list of candidates nominated for election to the Executive Committee.
- (c) Sixty (60) days before the date of the Annual General Meeting, the Secretary shall invite members in writing, to place matters on the Agenda for the Annual General Meeting and to nominate candidates for the Executive Committee.
- (d) Only matters which are specified in the Agenda delivered with the Notice of the Meeting shall be dealt with at the Annual General Meeting.
- (e) No general meeting shall conduct any business unless at least 10% paid up members with voting powers are present, which constitutes a quorum. In the event of a quorum not being present at any Annual General Meeting, such meeting shall stand adjourned to one week at the same time and place and such persons as then attend shall be deemed to form a quorum.

#### 7.3.2 **Special General Meeting**

- 7.3.2.1 Any General Meeting save an Annual General Meeting shall be termed a Special General Meeting and shall be convened by the Secretary at the instance of the Executive Committee or on the written request of not less than fifteen per centum (15%) of members eligible to vote.
- 7.3.2.2 The provisions of Clause 7.3.1 (a) to (e) inclusive, shall *mutatis mutandis* apply to a Special General Meeting save that no Special General Meeting shall conduct business unless at least fifteen per centum (15%) of members with voting powers are present.
- 7.3.3 In the event of a quorum not being present at any General Meeting, such a meeting shall stand adjourned to one week at the same time and place and such persons as then attend shall be deemed to form a quorum.

### 7.4 **Proper Minutes and Records**

Proper Minutes and Records of all proceedings of the CLUB meetings shall be kept and made available at subsequent meetings.

7.5 **Voting**

Save for the election of the Executive Committee which shall be by way of ballot papers, voting at any meeting shall be by way of a show of hands, unless the meeting shall by majority vote on a show of hands otherwise decide, provided that only paid-up members for the current financial year shall be eligible to vote.

8. **FINANCIAL RECORDS**

8.1 Proper books of account according to generally; accepted accounting principles shall be kept of all business conducted.

8.2 The financial year end of the CLUB shall be 30<sup>th</sup> September.

8.3 The books of account shall be available for inspection by any CLUB member at all reasonable times.

9. **LEGAL PROCEEDINGS**

The CLUB shall sue or be sued in its own name and be represented by the Commodore acting on advice from the Executive Committee. All processes shall be served on the Commodore.

10. **AMENDMENT OF CONSTITUTION**

The Constitution of the CLUB may only be amended on a two-thirds (2/3) majority at a General Meeting, provided at least twenty-one (21) days notice of any proposal so to amend shall have been given in writing by the Executive Committee, such notice to be:-

10.1 sent by pre-paid ordinary post to the addresses of the members according to the membership register;

10.2 deemed to have been received three (3) days after posting.

11. **INTERPRETATION**

In the event of a dispute arising with regard to the interpretation of this Constitution, the decision of the Executive Committee shall be final and binding upon all members of the CLUB.

12. **WINDING UP**

12.1 The CLUB may be wound up after a resolution to this effect was adopted at a General Meeting by a seventy-five per centum (75%) majority vote.

12.2 The members in a General Meeting shall appoint Liquidators and may give instructions as to the method of winding up and the distribution of the assets of the CLUB, provided that the assets remaining after the satisfaction of liabilities shall only be given or transferred to a company, society or association with objects to the objects of the CLUB.

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