



## **CONSTITUTION OF THE GROOT DRAKENSTEIN GAMES CLUB**

### **1. NAME**

The name of the Club shall be GROOT DRAKENSTEIN GAMES CLUB.

### **2. COLOURS**

The colours of the Club shall be Dark Green and White and the Badge shall be a White Dragon on a Dark Blue background.

### **3. AIMS AND OBJECTS**

The aims and objects of the Club are to promote the interests of sport and the spirit of true sportsmanship in the district of Groot Drakenstein, these being the objects of the original lease of the ground by H.E.V.Pickstone Esq.

Further, the Club shall have power to create and provide for the benefit of its Members all such amenities and facilities as are provided by a social club.

### **4. MEMBERSHIP**

Membership shall consist of:-

- 4.1 **A President**, who after 5 (five) consecutive years may not be available for re-election for the following year.
- 4.2 **Vice Presidents**; there may be a maximum of 2 (two) Vice-Presidents who after 5 (five) consecutive years may not be available for re-election for the following year, and who shall be elected annually under Rule No 16 from groups 4.3, 4.5 and 4.12 below.
- 4.3 **Honorary Life Members**: A Member of the Club, who shall have been a member for at least 10 consecutive years, who has been elected to Life Membership at a general meeting in recognition of special service rendered to the Club, and who shall have full membership privileges and a vote at meetings and hold office, without payment of annual subscriptions.
- 4.4 **Honorary Members**: A person may be elected as an Honorary Member at any General Meeting, or by committee, or by the Chairman plus one other Executive Committee member. Such membership shall be automatically terminated at the next Annual General Meeting but the privilege can be renewed. To renew membership it will be necessary for the member to be proposed and seconded in accordance with the appropriate rules. The proposer and seconder of an Honorary member are jointly responsible for all the liabilities to the Club incurred by such an honorary membership. An Honorary member shall enjoy the full amenities of the Club without payment of subscription but shall not be entitled to vote at any meeting.
- 4.5 **Ordinary Members**: An Ordinary member shall be 18 years old or above and entitled to the full privileges of the Club and eligible to vote at all Club meetings.
- 4.6 **Family Membership**: Family Membership is constituted by a husband and wife who are members, together with their children under 18 years of age. The subscription for family membership shall be one

and a half times that of Ordinary Membership. The combined subscription of such husband and wife shall entitle such of their children to the amenities of Junior Membership. (Sub-section 4.7)

- 4.7 **Junior Membership:** A Junior Member shall be a member who has not yet attained the age of 18 years, save as provided in Sub-section 4.6 above. Other exceptions to the age limit shall be at the discretion of the committee and Junior Members shall enjoy full club amenities with the following exceptions
- (i) No voting at club Meetings
  - (ii) They shall not be eligible as Office-bearers
  - (iii) They shall not be eligible to propose or second applications for membership
  - (iv) They shall be required to apply for full membership upon reaching the age of 18 years
- 4.8 **Student Members:** A student member shall be deemed to be a fulltime registered student, aged from 18 years up to 25 years, and entitled to the full privileges of the Club and eligible to vote at all club meetings. Student membership subscription rates shall be one half of ordinary Membership rates.
- 4.9 **Senior Members:** Senior Members shall be persons who have been members for more than ten years and are 60 years of age or older, and entitled to the full privileges of the Club and eligible to vote at all club meetings. Senior membership subscriptions rates shall be one half of ordinary membership rates.
- 4.10 **Special Membership:** Any visiting player engaged in any match or competition will be granted Special Membership. This membership is restricted to the day on which the match or competition takes place and carries no right beyond the use of Club amenities
- 4.11 **Absentee Membership:** Any Member who may be absent from the Western Cape Province for a period exceeding twelve months, may, upon application and, at the discretion of the Committee, be elected to Absentee Membership, paying a subscription equal to one quarter of the Ordinary membership rate.
- 4.12 **Life Membership:** A person shall be a life member with full voting rights for any office of the Club.
- (a) who after the date of coming into operation of this constitution is duly elected as such and pays the Life membership fee then applicable.
  - (b) Or, who, being a member other than a life member or an honorary member, is on written application to the Committee elected a life member and pays the Life membership fee then applicable.
- The Life membership fee shall be the equivalent of ten times the Annual Ordinary Membership fee. There shall be no Family Life Membership.
- The capital amount of the Life Membership shall be invested in a Special Life Membership Account where the interest earned on the capital amount may be used for development by the Committee, but the capital amount remains intact until the death or resignation of such member, whereupon the capital sum may then be used for development by the Committee.

- 4.13 **Affiliate/Corporate Membership:** A fully constituted legal entity may join subject to the following conditions:
- (a) Affiliate/Corporate members enjoy full amenities of the Club for a specified period of time.
  - (b) Affiliate/Corporate members will have no voting powers.
  - (c) Affiliate/Corporate legal entity abides by the rules and Constitution of GDGC.
  - (d) Affiliate/Corporate members will pay no entrance fee.
  - (e) Affiliate/Corporate members will pay subscriptions as decided by GDGC Committee.
  - (f) Should members of an Affiliate/Corporate legal entity wish to become members of GDGC, they shall follow the Application for Membership procedures, and on being elected, shall pay only the additional difference in membership.
  - (g) In event of disagreement between Affiliate/Corporate legal entity and GDGC, the final decision shall rest with the GDGC Board of Trustees.

## 5. **MANAGEMENT**

The management of the Club shall be vested in a committee consisting of a Chairman, Vice-Chairman, Hon. Secretary, Hon. Treasurer, Club Captain, and sufficient other members to make a maximum of 12 (twelve), all of whom shall be elected in terms of Rule 16. Retiring office bearers will be eligible for re-election, except where an Office Bearer has held a specific office for seven consecutive years who shall then not be able for re-election the following year. Any Committee Member failing to attend two consecutive meetings without previously obtaining leave of absence, shall at the discretion of other members of the Committee, cease to be a member of the Committee.

The Committee shall have the power to fill any vacancy, temporary or otherwise, which occurs amongst the office bearers, or other members of the Committee save for Executive Officers of the club who shall be elected at a Special or Annual General Meeting, and also the power to co-opt additional members to the Committee if required. A co-opted committee member will not have the right to vote at committee meetings, and the Club Manager will be an ex-officio member of the committee who will not have voting rights and will not be included in the maximum allowable number of members represented on the committee.

At all times the committee will comprise in excess of 50% (fifty percent) of the voting committee members, of current or past regular Club Cricketers who are active Club Members in good standing.

## 6. **POWERS OF COMMITTEE**

The entire management and control of the Club shall be invested in the committee and without in any way limiting such powers and authorities, the Committee shall have the following special powers:

- (a) To make, vary, or repeal Bye-laws for the carrying out of provisions contained in this Constitution for the management affairs and using of the premises of the Club, and for its Members and generally for all matters connected with the Club, provided that such Bye-laws do not conflict with the Constitution or rules of the Club.

- (b) To acquire any moveable or immovable property for the Club calculated to advance its objects.
- (c) To secure the fulfilment of any contract or engagements entered into by the Committee, by mortgage or otherwise howsoever of all or any part of the property of the Club, in such manner or under such conditions as they may see fit.
- (d) To sell, lease, alienate or otherwise dispose of part or parts of the moveable property of the Club as they may think most beneficial to the Members of the Club, and to apply a consideration arising therefrom as they think most advantageous to the Club; but the committee shall not have the power to dispose of the whole of the movable and immovable property of the Club.
- (e) The club's financial transactions shall be conducted by means of a bank account. All current assets of the Club, save for normal immediate requirements, shall be retained in one or more banking accounts and/or savings accounts. Signing powers in respect of these accounts and in respect of all bills of exchange, promissory notes, cheques and other negotiable documents connected with the Club shall be held by a minimum the Chairman, The Honorary Secretary and the Honorary Treasurer, with a minimum of 2 (two) having to sign any of the above mentioned documents. This includes the management of internet banking.
  - (ii) In the event of any of the duly appointed signatories not being available, the Committee shall appoint one of its members to act in the place of any such signatory.
- f) To appoint an Accountant and fix his remuneration.
- g) Notwithstanding the foregoing the Committee shall neither spend more than R50 000.00 per annum of Capital Expenditure nor use Capital Funds which have been collected for a specific purpose without the consent of an Extraordinary General Meeting of the Club called for that purpose.
- h) Appoint all necessary servants and fix their remuneration.
- i) Elect new members as provided in Clause 8.

## **7. COMMITTEE MEETINGS**

- a) The committee shall meet regularly no less than ten times per annum to address operational, staffing and all other matters relating to the club.
- b) The presence of three members shall constitute a quorum at committee meetings unless the committee consists of more than six members in which case a quorum shall require the attendance of four members.
- c) The meeting shall be chaired by the chairman or such other person as nominated by him.
- d) Minutes of all meetings of the committee shall be recorded and made available to members on request.

## **8. THE BOARD OF TRUSTEES**

That the purchase, maintenance, renovation and sale of fixed assets of the Club (immovable property) shall be vested in a Board of Trustees, consisting of 3 members who shall be elected at an Annual general meeting to serve in this capacity for a period of 3 (three) years and a minimum of 2 (two) will be members who play or played cricket regularly for the Club.

- a) Only a member of good standing and who has been a member of the Club for 10 years or more is eligible to serve as a Trustee.
- b) The members of the Board of Trustees shall elect their own Chairman.
- c) The current chairman of the Club shall serve as an ex officio member of the Board of trustees, but shall not have any voting powers.
- d) The Board of Trustees shall not have the power to dispose of the whole or part of the immovable property of the Club, unless such a sale is ratified and confirmed by a majority of not less than two thirds of the votes of the members present at an Extraordinary General Meeting of the club called for that purpose.

## **9. APPLICATION FOR MEMBERSHIP**

- a) Anyone desiring to become a member of the Club shall fill in a special proposal form on which the following information shall be furnished.
  - i) Surname and first names.
  - ii) Permanent Address
  - iii) Occupation.
  - iv) Names of any clubs to which the applicant belongs.
  - v) Type of membership.
  - vi) Name and signature of Proposer.
  - vii) Name and signature of Seconder
  - viii) Period of membership of Proposer and Seconder.
  - ix) The reverse side of the special proposal form shall reflect the Club's expectations of the applicant which such applicant shall be required to sign.
- b) Neither a Member of less than two years membership nor a Member without voting powers may propose or second an application for membership. The proposer and seconder of an applicant shall be deemed liable for the applicant's acceptability. They shall be conscious of the Club's principles and standing before proposing and seconding applications for membership.
- c) Applications for membership shall be posted on the Club notice board for three months, after which they shall be considered by the Committee and if approved by a two thirds majority and in the absence of excluding objectors, the applicant shall be declared duly elected. The Committee may, in its discretion, extend the waiting period if the applicant is unable to make the three visits prescribed in (d) hereunder
- d) The applicant shall make at least three visits to the Club other than the initial visit, during the three month period and shall on each occasion ensure that he meets a different Committee Member who shall sign the special proposal form
- e) Objections to the application of an applicant shall be handed to the Hon. Secretary in writing in confidence during the three month period. Two such objections by the Committee shall exclude an applicant from membership
- f) A re-joining Member must be re-elected by the same procedure and be liable for entrance fee
- g) Subject to the provisions of sub-section (b), a Member may propose a maximum of three new members per year

#### **10. MEMBERSHIP BY MISREPRESENTATION**

If at any time after the election of a candidate it shall appear that he or she has been elected under a misrepresentation or mistake as to the identity or owing to materially incorrect information as to his or her character having been given, the Committee shall, one month of such misrepresentation, mistake or information being ascertained, have power to cancel his or her election.

The Member whose election is thus cancelled shall thereafter cease to be any longer a Member of the Club and shall have no claim whatsoever against the club for damages, return of entrance fee or subscription, or on any other grounds whatsoever, but the Committee shall be entitled to make such ex gratia refund or entrance fee or subscription as they may consider proper.

#### **11. ELECTION TO MEMBERSHIP**

Election to Membership shall be a distinct acknowledgement on the part of any Member that he or she is bound by the Constitution and rules of the Club and the Bye-laws that have been made or hereafter may be made by the Committee, and that he or she accepts the ruling of the Committee in all cases and no person shall be absolved from the effects of the Constitution or any Bye-laws on the plea of not having received a copy of the Constitution of aforesaid Bye-laws.

#### **12. ON ELECTION**

On election, all new members must be made aware of the constitution by the Honorary Secretary and that it be the responsibility of that new member to familiarize him/her self of its contents. A copy of the Constitution and rules of the Club must be available in the Club House at all times.

#### **13. FAILURE TO COMPLY WITH THE CONSTITUTION**

(a) if any Member shall fail to comply with clauses of this Constitution, rules or Bye-laws of the Club, the Committee shall be empowered to suspend him or her from the use of the club premises and privileges for any period as they may deem fit.

(b) If, in the opinion of the Committee, any member shall have been guilty of conduct deemed by it unworthy of the Club, or prejudicial to the interests or reputation of the Club, it may forthwith suspend such Member and notify such member thereof, by duly addressed registered letter specifying therein the grounds and reason for such suspension.

If, within 14 days of the posting of such registered letter, or such extended period as the Committee may grant, such Member fails to satisfy the Committee that its decision to suspend him or her shall be set aside as having been erroneous, the Committee shall have the power to express resolution either to terminate his or her Membership or to suspend such member from exercising all or any of his rights of Membership for such period as the Committee may deem proper. A person so dealt with shall not be entitled to any abatement or refund of subscription.

(c) For the purpose of considering the expulsion of a Member, a quorum of the Committee shall necessarily be present, and the decision must be arrived at by ballot and by a majority consisting of three-fourths of those present at such meeting. It shall not be incumbent upon the Committee to

state their reasons for such expulsion and no Member shall have cause for action for alleged wrongful expulsion.

**14. ENTRANCE FEES AND SUBSCRIPTIONS**

Entrance fee and subscription shall be determined each year at the Annual General Meeting, and the Committee may, at its discretion, reduce the fees of persons joining the Club after the first of November of the year concerned. The Committee may, with good and sufficient reason, advance, waive the entrance fee.

**15. PAYMENT OF SUBSCRIPTIONS**

All subscriptions must be paid by the first of August each year, if not paid by then the names will be posted in the pavilion and if not paid within one month of posting, such defaulting Members will, at the discretion of the Committee, lose all rights of Membership. The Committee may re-instate defaulting Members on payment by him or her of all subscriptions and accounts in arrears. Should a member resign his or her membership owing to him or her leaving the district for good, the Committee may refund a proportion of a year's subscription already paid.

**16. ANNUAL GENERAL MEETING**

The financial year end of the company shall be 30 April annually.

The Annual General Meeting of the Members of the Club shall be held in June or as soon after as possible, at which the Club Chairman or Vice-Chairman, or Deputy elected at the Meeting shall preside and at which (a) the Annual Report and Financial Statements for the year ended 30 April shall be submitted for adoption, (b) officers will be elected for the ensuing year, (c) It will consider any modification concerning the Rules or Constitution of the Club, of which 14 (fourteen) days notice has been given.

Notice of the date, hour and Agenda for the Annual General Meeting shall be posted on the Club notice board and circulated by e-mail at least 14 (fourteen) days prior to such meeting.

Minutes of the Annual General Meeting shall be recorded and made available to Members.

**17. ELECTION OF OFFICE BEARERS**

No member shall be eligible for election as an office bearer at the Annual General Meeting, unless he or she shall be duly proposed by one member and seconded by another, who both have full voting power and unless such proposal be in writing on a form specially provided for the purpose, duly signed by such proposer, seconder and nominee, and unless such nomination paper be lodged with the Honorary Secretary and posted on the Club notice board and circulated by e-mail at least 7 (seven) clear days before the date fixed for the Annual General Meeting of the Club.

Messrs Pickstone & son (Pty) Ltd shall have the right to appoint one of their full time employees as an observer on the Committee, provided however that such person be a full member of the Club under Clause 4 and provided that such power of appointment under this clause should lapse should the Pickstone family lose effective control by shareholding of Pickstone & Son (Pty) Ltd. or by a succession in title to the property.

**18. SPECIAL GENERAL MEETINGS**

A Special General Meeting may be called upon a written requisition being made to the Hon. Secretary by not less than ten members, or by the Committee. The Hon. Secretary shall give at least fourteen days notice of a Special General Meeting and shall state the object for which it is called.

**19. QUORUMS AT GENERAL MEETINGS**

The presence of 20 Voting Members of the Club or 20% of the Voting Members of the Club, whichever is the lesser, shall constitute a quorum at an Annual General Meeting, and 25% of Voting Members of the Club shall constitute a quorum at a Special General Meeting. Should no quorum be present, the meeting will automatically take place fourteen days after the date on which it was originally called when the business of the meeting will be transacted whether there be a quorum or not, provided there are five members of the Committee present. The Hon. Secretary will place a notice on the notice board to the effect that the meeting has been postponed.

**20. CHANGES IN CONSTITUTION AND RULES**

Any resolution passed by members at any meeting of the Club, as well as all bye-laws for the time being in force whether affecting this Constitution or the Membership of the Club, shall be binding on every Member. No clause can be added to or changed in the Constitution and Rules without a two thirds majority of those present at a Meeting called for the purpose after due notice.

**21. ELECTION OF SPORTS CAPTAINS**

The Captain, Vice-Captain and extra Member forming the Selection and Organizing Committee of each sport shall be elected annually by the players of that sport meeting for that purpose. Such special meetings of players shall be called by the Hon. Secretary giving the players at least 14 days notice of the meeting which shall be held before the season commences. The Captain of each Sports Section shall serve on the Sports Committee under the Chairmanship of the Club Captain or Vice Chairman.

**22. POSTING OF NOTICES**

General Club Notices shall be duly given by posting, faxing and/or e-mailing the same on the Club Notice Board provided on the Club premises for that purpose and the posting, faxing and/or e-mailing thereon on that board shall be sufficient notice thereof to each individual player.

**23. LIABILITY OF CLUB**

Neither a Member nor a guest shall have the right to be compensated by the Club for any injury or damage to his or her person or property sustained from whatsoever cause while on the club's premises.

**24. PERSONAL LIABILITY OF MEMBERS**

No member of the Club shall incur any personal liability in respect of acts done or liabilities incurred on behalf of the Club, without the sanction of the Committee.

**25. LIABILITY OF OFFICE BEARERS AND MEMBERS**

The Club shall not be responsible for any liability incurred by an Office Bearer or a Member on behalf of the Club, unless such Member shall be in possession of the prior written consent of the Committee to incur such a liability.

**26. DIVISION OF CLUB'S ASSETS**

Individual Members and Office Bearers of the Club do not have rights over property or other assets of the club and shall accordingly not be entitled to claim a division of the assets or property of the Club.

**27. EXECUTIVE OFFICERS**

In all legal proceedings the Club shall use or be sued in the names of the Chairman and Hon. Secretary of the Club for the time being, who are the executive officers of the Club.

**28. INTERPRETATION OF CONSTITUTION AND RULES**

In case of doubt as to the meaning or interpretation of any clause in the Constitution or Rules, the Committee shall be the final arbiter and their decision shall be binding on all Members unless or until reversed by two thirds of Voting Members present at a Special General Meeting or Annual General Meeting for the purpose.

**29. USE OF CLUBHOUSE**

The Clubhouse shall not be used for political purposes, but the Clubhouse may be hired out by the Committee for private use, and no notice or advertisement may be displayed in the Clubhouse or on the Club premises except by the Hon. Secretary pursuant to a directive from the Committee.

**30. INTRODUCTION OF GUESTS**

Members may introduce guests in their company to the grounds and pavilion of the Club. No member shall introduce anyone at the Club's premises who has been rejected as a member or posted as a defaulter or whose election has been cancelled. It shall be the responsibility of the Member concerned to ensure that the name and address of any guests introduced to the Club by him is entered in the visitors Book provided.

**31. COMPLAINTS**

Members having cause for complaints shall present them in writing to the Hon. Secretary

**32. DAMAGE TO CLUB PROPERTY**

Members shall pay for the replacement or repairing (as the Committee may determine) of any article the property of the Club which shall be broken by them or their guests.

**33. PAVILION SECURITY**

Members borrowing the key of the Pavilion, and failing to close all windows and doors and lock the latter on leaving will be held personally responsible for any damage or loss.

**34. CLUB FACILITIES**

All Club facilities are available daily except Sundays when no games shall be played before 11am.

**35. DOGS AND BICYCLES**

No dogs or bicycles should be allowed inside the Pavilion and no dogs shall be allowed within the Club precincts except on a lead.

**36. PARENTS RESPONSIBILITIES**

Parents are held responsible for any damage or accidents that may happen to their children whilst on the Club premises.

**37. CONSTITUTION OF CLUB**

The Club shall, as a body corporate, have its own identity and existence distinct from its members and/or office-bearers. The club shall accordingly exist in its own right, separately from members, be able to own property and other possessions and be able to sue and be sued in its own name.

The Club shall continue to remain in existence notwithstanding changes in the composition of its members and/or office-bearers.

**38. DISTRIBUTION OF CLUB'S ASSETS**

The Club's income and property are not distributable to its members or office bearers.

The Club may close down if at least two-thirds of the members present and voting at a Special General Meeting convened for the purpose of considering such matter, are in favour of closing down. In the event that the Club is to be dissolved or closed down for any reason approved in a Special General Meeting, any assets remaining after all its liabilities have been met must be transferred to another club, public benefit organisation or non-profit organisations having similar objectives to those of the Club.

**39. All previous rules and bye-laws are hereby cancelled from the date of the passing of this Constitution.**

**Revised AGM – 22 June 2014**

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**Club Chairman**

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**Club Treasurer**