



CONSTITUTION

1. NAME

The name of the Club shall be:

DOLPHIN COAST STRIDERS

2. INTERPRETATION

Unless stated to the contrary

- 2.1 The singular includes the plural and vice versa; and
- 2.2 The masculine gender includes the feminine and vice versa.

3. DEFINITIONS

Unless stated to the contrary,

- 3.1 -"DCS" or "the Club"- means the DOLPHIN COAST STRIDERS.
- 3.2 "KZNA" means KwaZulu Natal Athletics.
- 3.3 "KZNTA" means KwaZulu Natal Tn'athlon Association.
- 3.4 "Member" means a registered and paid up member of DCS.
- 3.5 "ASA" means Athletics South Africa.
- 3.6 "King 111" means King Code of Governance for South Africa

- 3.7 “Interest” a person has an interest if the person has, directly or indirectly, through business, investment or family:
- a) an ownership or investment interest in any entity with which the Club has a transaction or arrangement,
 - b) a compensation arrangement with the Club or with any entity or individual with which the Club has a transaction or arrangement, or
 - c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the club is negotiating a transaction or arrangement.
- 3.8 “Conflict of Interest” means when a member’s interest in a Transaction is such that it reduces the likelihood that a member’s influence can be exercised impartially in the best interests of the Club.
- 3.9 “Compensation” means direct and indirect remuneration as well as gifts or favours that are not insubstantial, namely more than R5 000 (five thousand rand) in value;
- 3.10 “Transaction” means any transaction, agreement or arrangement between a member and the Club, or between the Club and any third party where a member has an interest in the transaction or any party to it.

4. JURISTIC PERSON

The DCS is a juristic person with full legal capacity and can act and be acted against in its own name. The property and funds of the Club vest in the Club as a juristic person and no member of the Club shall be liable for the debts nor benefit from the assets of the Club.

5. TERRITORY

The DCS operates in the North Coast of Kwa-Zulu Natal. It is subject to the KZNA and ASA constitutions, and is open to any person who wishes to take up membership provided that they are prepared to abide by the rules of the ASA, KZNA, and the Club’s Constitution

6. AIMS AND POWERS

AIMS

DCS aims to:

- 6.1 as its principal object, promote social and recreational amenities of facilities for its members in a non-profit manner and promote, foster and administer the sport of Athletics, Road Running, triathlon and related sports within its territory.
- 6.2 To uphold the principle of non-discrimination in respect of race, gender, religion and political beliefs.

- 6.3 To maintain affiliation with KZNA.
- 6.4 To obtain recognition by, and liaise with, other sporting bodies.
- 6.5 To compile and promote a calendar of events annually.
- 6.6 To raise funds.
- 6.7 To apply the principals of King 111 in order to measure and achieve good governance as it applies to non-profit organisations.

POWERS

- 6.9 In pursuance of the main objects and powers of the Club and any subsidiary thereto, the Club shall have all such powers as are necessary for the proper achievement of the aims set out in 6.1 to 6.7 above and shall in particular, have the following express powers to:
 - 6.9.1 enter into any such arrangements with relevant authorities so required in order to achieve the Club's aims;
 - 6.9.2 accumulate funds for any purpose of the Club, by creating non-Distributable reserves and to appropriate any of the Club's assets for specific purposes, either conditional or unconditional;
 - 6.9.3 subscribe, administer and invest the funds of the Club in any recognized banking, trust and other financial institution;
 - 6.9.4 open and operate banking and other accounts in the name of the Club;
 - 6.9.5 effect insurances of all descriptions, including insurances against accidents of any description, against liability to pay compensation for injuries happening to or sustained by a third party, against liability to pay damages to any person in consequence of such accident, and to pay the premiums and other monies required to keep such policies of insurance in full force and effect;
 - 6.9.6 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;
 - 6.9.7 do all such other things as may be necessary for the proper carrying out of the aims of the Club.

7. MANAGEMENT

The DCS is managed and controlled by:

- 7.1 General Meetings of Members; and
- 7.2 The Executive Committee.

8. GENERAL MEETINGS

- 8.1 The highest authority of the DCS is vested in General Meetings, whether these be the Annual General Meetings or Special General Meetings.
- 8.2 General Meetings (including adjourned General Meetings) are held at a time, place and date determined by the Executive Committee.
- 8.3 An adjourned General Meeting shall not be held later than 30 days after the date that the original meeting was adjourned.

9. ANNUAL GENERAL MEETINGS

- 9.1 An Annual General Meeting should be held no later than two months after the end of the financial year.
- 9.2 Annual General Meetings shall be convened by the Executive Committee with no less than 30 days written notice.
- 9.3 The notice must state the date, time and venue of the meeting accompanied by Chairperson's report, an agenda setting out the business to be dealt with at the meeting and which shall itemize any special business, a nomination form for the election of office bearers and financial statements of the club for the last year preceding the date of such meeting consisting of audited Statements of Financial Position, Comprehensive Income, Cash Flows and Changes in Equity
- 9.4 Any business of the Annual General Meeting shall include:
 - 9.4.1 Approval of the minutes of the previous Annual General Meeting and any Special General Meetings which may have been held since the previous Annual General Meeting and to deal with matters arising therefrom.
 - 9.4.2 Consideration of the Chairperson's Report of the preceding financial year.
 - 9.4.3 Consideration of the Treasurer's report for the preceding financial year, including presentation and discussion of the financial statements as specified in 9.3 above.
 - 9.4.4 Election of the members of the Executive Committee of the the Club in terms of the electoral procedures as set out in section 11 of the Constitution.
 - 9.4.5 Opportunity for Members to raise issues, concerns and suggestions, subject to prior notice as described in 9.5 below.

9.5 Notice of matters to be raised at the Annual General Meeting must be submitted in writing and must reach the Chairperson or the Secretary no later than 40 days prior to the meeting.

These matters shall be listed on the agenda for the AGM.

9.5 Appointment of auditors.

10 SPECIAL GENERAL MEETINGS

10.1 A Special General meeting may, at any time, be called upon a resolution to that effect by the Executive Committee or upon receipt of the requisition for such a Special General Meeting signed on behalf of at least 10% of the Club Members of good standing, and giving reasons for the holding of such Special General Meeting.

10.2 Special General Meetings is convened by the Executive Committee. No less than 14 days written notice must be given of a Special General Meeting. If a Special General Meeting is called at the request of members, notice must be served within 14 days after receipt by the Chairperson or the Secretary of the request.

10.3 The Secretary shall give the venue, date and time of such Special General Meeting and clearly state the business of such General Special Meeting.

10.4 No business other than that for which the Special General Meeting has been called, can be dealt with at such a Special General Meeting, unless agreed to by at least two-thirds of the accredited delegates present namely Club Members of good standing.

11. PROCEDURE AT ANNUAL AND SPECIAL GENERAL MEETINGS

11.1 No business shall be transacted unless a quorum is present when the meeting commences.

11.2 A quorum comprises one-tenth of the fully paid-up members.

11.3 If, after thirty minutes beyond the announced starting time, a quorum is not present, the meeting shall lapse and be formally adjourned.

11.4 If a meeting is adjourned, it shall later be reconvened within 37 days by the Executive Committee with at least 7 days written notice.

11.5 The notice of the reconvened meeting must state:

11.5.1 The date and time of the adjourned meeting;

11.5.2 The business to be dealt with;

11.5.3 The reason for earlier adjournment.

11.6 No business shall be transacted at a reconvened meeting other than business not dealt with at the meeting, which was adjourned.

- 11.7 The Chairperson of DCS shall preside over the meetings. If the Chairperson is absent, the Vice-Chairperson shall preside. If both the Chairperson and Vice-Chairperson are absent, a member of the Executive Committee shall preside.
- 11.8 Nominations for the election of office-bearers shall be on the prescribed form signed by the nominator and nominee and shall be lodged with the secretary not less than 7 (seven) days prior to the meeting. Election of office bearers shall be by show of hands or secret ballot. Members of the outgoing Committee, provided that they are willing to stand, are automatically nominated. A secret ballot may be called for by a simple majority of those fully paid-up members present at the meeting. The vote for calling a secret ballot shall be determined by a show of hands.
- 11.9 All resolutions voted on should be by show of hands, and all resolutions must have a seconded before being put to the vote.
- 11.10 All matters, except constitution amendments, are decided by majority vote. The Chairperson shall have the casting vote.
- 11.11 All proxy voting shall be in writing. All members are proxy holders. All members under the age of 16 years may appoint a parent or guardian to vote by proxy. Vote by proxy shall be evidenced by a written instrument. Such proxy must be filed with the Secretary before the person authorized may vote thereunder.
- 11.12 All members 16 years or older are entitled to vote.

12. EXECUTIVE COMMITTEE

- 12.1 The Executive Committee is, subject to control and direction gained at General Meetings, responsible for all matters not dealt with by General Meetings.
- 12.1.1 In terms of King 111 members elected to the Executive Committee are required to make a declaration of any Conflict of Interest which will be updated during their term of office.
- 12.2 The Executive Committee consists of 7 (seven) members, i.e. the Chairperson, Treasurer, Secretary, Club Captain, Social Convener and 2 (two) additional members.
- 12.3 The Executive Committee may nominate additional members to serve as non-executive members as they deem necessary.
- 12.4 Members of the Executive Committee are elected annually by the Annual General Meeting to hold office until the next Annual General Meeting.

- 12.5 The Chairperson will not be eligible for re-election after serving two consecutive years unless his nomination is unopposed or he obtains two thirds of the votes of those fully paid-up members present at the Annual General Meeting or any adjournment thereof.
- 12.6 Should the office of a member of the Executive Committee become vacant, the Executive Committee shall appoint a substitute. A Chairperson may not be co-opted into office and shall only be elected by a General Meeting, and in the interim, the Executive Committee shall appoint, wherever necessary, an acting Chairman pending the election of the Chairperson.
- 12.7 The Executive Committee has the following powers:
- 12.7.1 To appoint sub-committees made up of members for any purpose to further the aims and objects of the Club and to receive, consider and deal with all reports of such sub-committees;
- 12.7.2 To delegate powers and assign tasks to persons or sub-committees;
- 12.7.3 To do all things necessary for the management and control of the Club.
- 12.7.4 to prepare or cause to be prepared an Annual Report and financial statements as specified in 9.3 above for submission to the Annual General Meeting of the Club.
- 12.7.5 to deal with such matters or things as may be considered expedient in the management of the Club's affairs in accordance with its proclaimed aims and objectives, and subject to the terms of the Constitution.
- 12.7.6 To hear any complaints which are brought about by any alleged transgression of:
- 12.7.6.1 Rules pertaining to the KZNA or the ASA;
- 12.7.6.2 any contents of the Constitution;
- 12.7.6.3 any other generally accepted rules of conduct of a disciplinary nature applicable to the Club;
- 12.7.7 to deal, as it deems necessary, with the allegation based on the outcome of the hearing.
- 12.7.8 any appeal or review by any concerned party, in such hearing will be referred to the Chairman to deal with, who will not be a part of the hearing but will make any final decision, if so required.
- 12.7.9 the powers of the Committee shall be to enforce the rules of the Club, the KZNA and ASA as an amateur athletic club.

13. PROCEDURE AT EXECUTIVE COMMITTEE MEETINGS

- 13.1 No business shall be conducted unless a quorum is present which shall be 4 (four), except in the case of an emergency meeting, when the quorum shall be 3 (three).
- 13.2 The Chairperson (or, in the event of the Chairperson not being present, the Vice-Chairperson) shall preside over

the meetings. Should both the Chairperson and Vice- Chairperson not be present at any meeting of the Executive Committee, the members present shall elect a Chairperson from their number for that meeting.

- 13.3 All matters are decided upon by majority vote by show of hands unless a secret ballot is called for by two-thirds of those members attending the meeting.
- 13.4 Each member has one vote.
- 13.5 In the event of an even number of votes, the Chairperson shall have the casting vote.
- 13.6 The Executive Committee shall meet at least once a month.
- 13.7 All meetings of the Executive Committee shall be convened by written notice to be addressed to all Executive Committee members at least 7 days before the date of such meeting.
- 13.8 In cases of extreme urgency the time allowed for the calling of a Meeting may be reduced at the discretion of the Chairperson and the Vice-Chairperson, in which case the members of the Executive Committee may be summoned via electronic message to such meeting.
- 13.9 Minutes shall be kept of the proceeding at all meetings of the Executive Committee and copies of such minutes shall be circulated to all Executive Committee members.
- 13.10 Any elected member of the Executive Committee who shall be absent from 3 (three) consecutive meetings of the Executive Committee without leave, shall be deemed to have vacated his seat.
- 13.11 The minimum time for a member of the Executive Committee to give notices of absence for any Executive Committee meeting is 24 hours.
- 13.12 An Executive Committee member shall cease to hold such office if he resigns his office in writing to the Club, becomes of unsound mind, is convicted of an offence which involves dishonesty, he ceases to be a member of the Club or he becomes disqualified from being appointed or acting as a director of a company.
- 13.13 The Executive Committee shall have the right to co-opt any member of the Club as a member of the Executive Committee to fill any vacancy should a member cease to hold office as stated in 13.12.
- 13.14 In the interest of transparency, a paid-up member on request shall be entitled to be allowed sight of Executive Committee meetings, in addition to being allowed to attend such meetings, without voting rights, having served due notice of his intention to attend.

14. MEMBERS

Members shall consist of the following:

- 14.1 Ordinary members;
- 14.2 Social members;
- 14.3 Honorary life Members;
- 14.4 Fully Paid Up Members.

The Executive Committee shall determine, and by means of by-laws, prescribe:

- 14.1.1 Types of membership;
 - 14.1.2 Terms and conditions of membership;
 - 14.1.3 Procedure for application for membership;
 - 14.1.4 Membership fees; and
 - 14.1.5 All other matters necessary or incidental to membership.
- 14.2 Applications for membership must be approved by the Executive Committee.

15. QUALIFICATION FOR MEMBERSHIP

- 15.1 Any person applying for ordinary or social membership shall be required to complete such membership application form as may be prescribed by the Executive Committee from time to time. The application shall in all respects comply with the provisions of the Constitution.
- 15.2 Applicants for ordinary or social membership shall be obliged to agree to be bound by this Constitution and the rules and regulations made in terms thereof.
- 15.3 Any person who makes a written application to become a member of the Club and undertakes to pay such sum as determined by the Executive Committee from time to time and whose application is accepted by the Executive Committee shall then be and become an ordinary member of the Club.
- 15.4 Any person who makes written application to become a social member of the Club and undertakes to pay such sum as determined by the Executive Committee from time to time and whose application is accepted by the

Executive Committee shall then be and become a social member of the Club.

- 15.5 An Honorary Life Member shall be a person proposed by the Executive Committee and who has been so elected at an Annual General Meeting at the Club by reason of having conferred some special benefit upon the Club. The granting of the status of Honorary Life Member to a member shall be at the discretion of the Executive Committee. Once a member becomes an Honorary Life Member, he/she shall no longer pay any membership fees.
- 15.6 A Fully Paid Up Member is a person who has been a fully paid up member of the Club for at least 25 (twenty-five) consecutive years and shall automatically become a Fully Paid Member upon being able to show they have been a fully paid up member of the Club for at least 25 (twenty-five) years. Once a member becomes a Fully Paid Up Member he/she shall no longer pay any membership fees.

16 LIABILITIES , DUTIES, RIGHTS AND PRIVILEGES OF MEMBERS

- 16.1 A member who has discharged all of his duties in terms of this Constitution shall be:
- 16.1.1 entitled to speak and vote at a General Meeting of the Club;
 - 16.1.2 eligible to be elected as a member of the Executive Committee of the Club;
 - 16.1.3 entitled to all the rights and privileges derived from his membership of the Club.
- 16.2 Membership of the Club does not give any member of any class any right, title, interest, claim, demand in or to any of the monies, properties or assets of the Club. Members are prohibited from selling their membership rights or any entitlement in terms thereof.
- 16.3 The liabilities of members of any class is limited to the amount of unpaid subscriptions. ASA license fees and kit purchases including any other amount owing by them to the Club.
- 16.4 The duties of members shall include-
- 16.4.1 the adherence to the terms of the Constitution, regulations and rules of the Club in their broadest **context**;
 - 16.4.2 seemly, respectful and law-abiding conduct at any venue or on the club premises;
 - 16.4.3 to act honestly towards the Club and its members;
 - 16.4.4 to act in the best interests of the Club;
 - 16.4.5 to further the aims and objects of the Club;
 - 16.4.6 to act in good faith towards the Club and its members;
 - 16.4.7 not to bring the name of the Club into disrepute through any conduct whatsoever whether or not such conduct is associated with Road Running or any other sport.

17 TERMINATION OR SUSPENSION OF MEMBERSHIP

Membership can be cancelled or suspended by the Executive Committee if:

- 17.1 The application procedure has not been followed; or
- 17.1.2 If after a fair hearing, a member is found guilty of improper conduct; or
- 17.1.3 the member has failed despite demand and giving reasonable notice, to settle any sums outstanding at the Club..
- 17.2 If membership is cancelled by the Executive Committee, the member has the right to appeal in writing and be given a fair hearing.
- 17.3 On termination or suspension of membership for any reason, the member shall remain
 - .17.3.1 Liable for all sums still due and unpaid by him/her;
 - 17.3.2 Not be entitled to recover any sums of money by reasons of termination or suspension of membership. 17.4 Every member shall notify DCS of any change of address.
- 17.5 A member may resign from the Club on written notice given at any time.
- 17.6 If a member should fail to pay any amount owing to the Club, whether for membership subscriptions, club kit, goods or services supplied by the Club, or otherwise, howsoever arising, then the membership of the Club may be terminated by the Executive Committee on written notice to his last known address or by delivery of the notice in person. The Executive Committee may in its discretion reinstate such person on the payment of all arrear amounts and upon such terms as the Executive Committee may decide.
- 17.7 The Executive Committee shall have the power to take such steps as it may deem fit against any members failing to comply with or contravening this Constitution, any of the regulations or rules of the Club, any resolutions adopted and rulings made by the Club or its Executive Committee, any contract entered into by the Club and in general, to take such steps against any member, whose actions, or lack of action in its sole opinion are/is detrimental to the best interests of the Club.
- 17.8 Notwithstanding anything to the contrary contained in this Constitution the Executive Committee may delegate its powers in terms of this paragraph to a committee, tribunal, or an ad hoc committee established from time to time for a specific purpose and for a specified period of time, and may for this purpose issue regulations regarding any matter which shall or may be prescribed in terms of this paragraph, including procedures to be observed in the conduct of hearings, the right of appeal, and in general, with regard to any other matter which it deems necessary or expedient to prescribe in order to achieve or promote the objects of this paragraph.
- 17.9 The term "such steps" shall specifically include (but not to the exclusion of any other measure) expulsion, suspension or the imposition of a monetary fine, the amount/s whereof shall be determined by the Executive Committee from time to time.

18. FINANCIAL YEAR

The financial year of the Club is from 1 January until 31 December each year.

19. SPONSORSHIP

The obtaining of financial or material assistance for any DCS-related purpose must first be approved at Executive Committee level.

20. PUBLIC RELEASES

All meetings are held in committee and the contents shall not be divulged to members or released to media unless such a directive is issued by the Executive Committee.

21. REPRESENTATION AT KZNA AND KZNTA LEVEL

The Club shall be represented at meetings of KZNA and KZNTA by the Chairperson of the Club or by a delegate appointed by the Executive Committee.

22. FINANCE

22.1 The Treasurer shall:-

22.1.1 Receive all monies and deposit the same in a bank or banks recommended and approved by the Executive Committee.

22.1.2 Pay out monies in payment of club obligations only on authority given by the Executive Committee. All payments other than normal operating expenses are to be authorised for payment by at least 2 (two) members of the Executive Committee, excluding the Treasurer, prior to payment.

22.1.3 Have custody and keep and maintain general records of club receipts and disbursements.

22.1.4 Prepare and submit monthly and quarterly financial reports of the Club to the Executive Committee.

22.1.5 Prepare financial statements as specified in 9.3 above, at the end of each financial year which shall be submitted to members for adoption at each General Meeting.

- 221.6 Deliver, in a timely manner, at the conclusion of his term in office, financial accounts, funds and records of the club to his successor in office.
- 22.1.7 to be, subject to the control and direction of the Executive Committee, responsible to the Executive Committee for the administration and reporting of the DCS's finances.
- 22.2 All payments must be made by cash or Electronic Funds Transfer (EFT). In respect of payment via EFT can be authorized and signed for by any 2 (two) of the Chairperson, the Treasurer or the Secretary, one person shall load the EFT and the other shall authorise it.
- 22.3 The closing of any bank account shall be authorized and signed for by any two of the Chairperson, the Treasurer or the Secretary.
- 22.4 The annual financial records shall be prepared by a competent financial practitioner.
- 22.5 The auditors shall be appointed by the Annual General Meeting.
- 22.6 the finances of the Club shall accrue in the following way:
- 22.6.1 By revenue derived from Sports Meetings.
- 22.6.2 By annual membership subscription fees.
- 22.6.3 By gifts, grants, donations and legacies.
- 22.6.4 By interest and investments.
- 22.6.5 By profits on sale of equipment, movable and immovable assets, refreshment at sports meetings, bar profits, programme sales, fundraising events and sponsorship.
- 22.7 All monies accruing to the Club shall be deposited with the Treasurer of the Club, to the credit and in the name of DCS.
- 22.8 All monies and other assets belonging to the Club shall be under the control of the Executive Committee of the Club.
- 22.9 No surplus funds will be directly or indirectly distributed to any person.
- 22.10 No remuneration will be paid to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to the recreational club.

23. CONSTITUTIONAL AMENDMENTS

- 23.1 This constitution may only be amended by an Annual General Meeting or a Special General Meeting called for this purpose, provided that the precise terms of the amendment are put out in the notice convening the meeting.
- 23.2 The amendment may only be carried if not less than two-thirds of the votes of the paid-up members (16 years and over) also in good standing present at such a meeting are in favour.

24. CLUB COLOURS

- 24.1 The Club Colours and the Club Emblem shall be Charcoal (Pantone 11c cool grey) and yellow (Pantone 208C). The Athletic vest shall be charcoal (Pantone 11c cool grey) and yellow (Pantone 208C) with the logo of the Dolphins depicted on the front. Shorts shall be charcoal (Pantone 11c Cool grey).
- 24.2 The Club emblem is as per illustration



- 24.3 All official communications from the Club shall bear the Club Emblem.

25. EXCLUSION OF LIABILITY AND INDEMNITY

- 25.1 Neither any fully paid up member nor the members of the Executive Committee shall be responsible or may be held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Club's property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the members of the Executive Committee or the fully paid up member, or anyone else for whose actions they or any of them would be liable in law, or by reason of vis major, casus fortuitous, rain or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition or off the ground of the Club or any building structures, or any defective facilities of the Club, or caused by any sporting activity carried out on or off the Club's premises, or by any other cause of whatsoever nature or howsoever arising.
- 25.2 Each member of the Club shall, at all times, hold the Club and all members of the Club indemnified against and harmless from and shall in no matter whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such member of the Club as result of personal injury or patrimonial loss arising directly or indirectly from the participation of any person in any match or practice or related activity or any other activity of the Club or any of the members of the Club whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Club, any member of the Club, and/or any of their official, employees and/or agent.

26. DISSOLUTION

- 26.1 The Club may be dissolved by a resolution passed at a Special General Meeting called for that purpose provided that such resolution is passed by a majority of two thirds of the members present and entitled to vote at such a meeting and such resolution is confirmed at a Special General Meeting held not less than ninety (90) days thereafter by a majority vote of members entitled to be present and vote thereon.
- 26.2 Upon its dissolution the assets of the Club remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or associations or institutions having objects similar to the objects of the Club, to be determined by the members of the Club at the second Special General Meeting, failing such determination, by the Court.

27. TAX COMPLIANCE

- 27.1 The Club will submit the required returns for income tax together with the relevant supporting documents.
- 27.2 A copy of all amendments to the Constitution or any other written instrument under which the Club is established, will be submitted to the Commissioner of the South African Revenue Service ("SARS").
- 27.3 The Club is not or was not knowingly party to, or does not knowingly permit or has not knowingly permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was 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 would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for SARS
- 27.4 The Club has been issued with an income tax exemption for a non-for-profit organisation as a recreational club as set out in section 30A(2) of the Income Tax Act No.58 of 1962 ("the Act") as approved on 18 May 2015, but the income tax exemption is granted in terms of section 10 (1) (cO) of the Act with effect from 1 November 2011. Annual receipts and accruals will therefore be subject to the provisions of section 10(1) (CO) of the Act and accruals and receipts from trading or business activities which fall outside the parameters of section 10(1)(cO) will be subject to tax.

28. CONFLICT OF INTEREST

- 28.1 Each member shall disclose all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction. Such disclosure shall be reflected in the minutes of the meeting and should also be included in the formal annual declaration of interest.
- 28.2 A member who plans not to attend a meeting at which he or she has reason to believe that the club will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting. The member should disclose this interest in the formal annual declaration of interest.
- 28.3 A person who has a Conflict of Interest with respect to a transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote and will not be allowed to vote on the transaction.

Rev I - 25 November 2004

Rev Clause 19.2 and 19.4 December 2009

Revised January 2017