

# HILLCREST SPORTS CLUB

## CONSTITUTION

### **NEW DRAFT 3**

As adopted at the Annual General Meeting of the Hillcrest Sports Club held on the  
25<sup>th</sup> August 2012

Amended by the new Clause No 30 requested by SARS letter dated 14<sup>th</sup> February  
2012.

**AMENDED, APPROVED BY EXECUTIVE COMMITTEE (6 DECEMBER 2019) AND  
PRESENTED TO TRUSTEE GROUP FOR COMMENT (9 December 2019)**

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## **DEFINITIONS**

### **William Gillitt Sports Ground Trust**

On 20 November 1929, the Gillitt family vested this property in a Trust, named the William Gillitt Sports Ground Trust, in perpetuity for the residents of Hillcrest for sporting and recreational purposes.

The intent and application of the Deed of Trust are safeguarded by three Trustees who are appointed by the Gillitt family.

### **Committee of Management of the William Gillitt Sports Ground (WGSG)**

The Committee of Management is the overarching body that has overall jurisdiction over the William Gillitt Sports Ground, with the exception of the day-to-day management of WGSG and co-ordination of sporting activities.

The Committee of Management comprises the three Trustees, the five elected officers of the Executive Committee of Hillcrest Sports Club and a representative of each of the allotment-holding Sports Sub-Clubs.

### **Hillcrest Sports Club (referred to as HSC or, in this Constitution, the Club)**

Hillcrest Sports Club is the overarching body responsible for the co-ordination of all sporting and recreational activities on WGSG. The Club is also responsible for the management and upkeep of the William Gillitt Sports Ground. The Club acts within the parameters set by the Deed of Trust through the Committee of Management.

### **Executive Committee**

The Executive Committee of Hillcrest Sports Club is responsible for the comprehensive management of the Club and the overall management and upkeep of the William Gillitt Sports Ground.

The Executive Committee comprises five elected office-bearers (President, Chairman, Vice-Chairman, Treasurer and Secretary), a representative of each of the allotment-holding Sports Sub-Clubs and the Club Manager (if appointed).

### **Sports Sub-Club**

The Sports Sub-Clubs are those sports clubs that have their headquarters and their playing facilities at the William Gillitt Sports Ground. While they fall within the umbrella of the Hillcrest Sports Club, they operate independently of the Club and of each other.

### **Allotment**

An allotment of land on the William Gillitt Sports Ground is awarded to an active Sports Sub-Club by the Committee of Management of the William Gillitt Sports Ground. The award and control of allotments are defined in the Deed of Trust of the William Gillitt Sports Ground (20 November 1929).

As at November 2019, the allotment-holding Sports Sub-Clubs are Hillcrest Tennis Club, Hillcrest Bowling Club, Hillcrest Villagers Athletics Club and Highway United Football Club.

The award of an allotment to a Sports Sub-Club should not only be seen as a privilege but it also requires that Club to observe certain responsibilities

### **William Gillitt Sports Ground and the common area**

The William Gillitt Sports Ground is a 3.2-hectare property bordering Hospital Road, Hillcrest. The common area is that area of the William Gillitt Sports Ground that has not been allocated by allotment to one of the Sports Sub-Clubs.

The common area is the responsibility of the Hillcrest Sports Club to manage and maintain.

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# CONSTITUTION

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## 1. NAME

The name of the Club shall be "HILLCREST SPORTS CLUB" (abbreviated to HSC, and referred to as 'the Club' in this document).

## 2. PREMISES

The Club is situated at the William Gillitt Sports Ground, Lot 70, Hospital Road, Hillcrest, Province of KwaZulu-Natal, Republic of South Africa.

The physical address of the Club is 7 Hospital Road, Hillcrest 3610.

## 3. OBJECTIVES

3.1 The main objective of the Club shall be to provide premises on which specified and approved sporting and associated recreational activities may be conducted; and to provide social amenities and facilities for the use of and enjoyment by Club members and their guests.

3.2 In achieving this objective, the supporting and related objectives shall be:

3.2.1 In compliance with the requirements of the Deed of Trust of the William Gillitt Sports Ground, to promote goodwill and co-operation generally among all persons interested in sport in the Hillcrest area whether or not they are actively involved.

3.2.2 To acquire, or acquire the use of, moveable and immovable property; to make such facilities available to members for approved sporting, recreational and social purposes; to dispose of such property as seen fit.

3.2.3 Subject to the prior written approval of the Committee of Management of the William Gillitt Sports Ground Trust, to construct, maintain, demolish or alter buildings, moveable and immovable property as may be deemed desirable for proper use by the Club and its members, whether such changes are for functional or safety purposes.

3.2.4 To sell, lease, dispose of or otherwise manage all or part of the moveable property of the Club.

3.2.5 To let or hire any buildings or parts of buildings on the William Gillitt Sports Ground for approved sporting, social or community purposes.

- 3.2.6 To borrow and raise money in such manner as the Club may deem fit for specified purposes.
- 3.2.7 To invest the funds of the Club not immediately required for budgeted purposes in such investments as may be determined from time to time.

## 4. CONSTITUTION

- 4.1 The Club shall be a non-proprietary organisation and its membership shall comprise not less than twenty-five (25) Full Members.
- 4.2 The income and assets of the Club shall be applied solely towards the stated objectives of the Club and no portion of income or assets shall be paid or transferred directly or indirectly by way of profit to Members of the Club; provided that the Club may make remuneration in good faith to any officer or servant of the Club or to any Club member in return for services rendered to the Club.
- 4.3 All Club members and classes of member shall be bound by this Constitution and the by-laws framed in accordance with this Constitution.
- 4.4 No Member of the Executive Committee of the Club shall be appointed to any salaried office in the Club or to any office paid by fees; no remuneration shall be paid to any Member of the Committee.
- 4.5 The Club may pay an individual interest on money lent to the Club, or reimburse them for actual out-of-pocket expenses incurred during business conducted on behalf of the Club.
- 4.6 The Committee may, in special and unavoidable circumstances, appoint a Member of the Committee to a salaried or fee-paying office; any such appointment must first be ratified by Club Members at the Club's next General Meeting.
- 4.7 Members shall have the power to alter the terms of this Constitution providing the resolution altering the terms of this Constitution:
  - 4.7.1 Has been approved by a resolution of the Committee of Management of the William Gillitt Sports Ground, and
  - 4.7.2 Is passed by not less than two-thirds of the Members personally present and eligible to vote at a General Meeting of which not less than fourteen (14) days' notice have been given, specifying the intention to propose the resolution, the terms and effect of the resolution and the reason for it.
  - 4.7.3 If fewer than thirty (30) Members are present at the General Meeting, it shall stand adjourned to the same day in the following week, or, if that day is a Public Holiday, to the next succeeding day other than a Public Holiday. At the reconvened meeting, the Members personally present may complete the constitutional business for which the original meeting was convened. A

resolution passed by more than two-thirds of such Members eligible to vote, shall be final and binding notwithstanding that fewer than thirty (30) Members are personally present at such Meeting.

## **5. LIMITATION OF LIABILITY**

The liability of individual Club Members for the debts and commitments of the Club shall be limited to the amount owing, if any, by the Member concerned in respect of their subscriptions due to the Club and any other unpaid debts that the Member may owe to the Club.

## **6. CLASSIFICATION AND QUALIFICATION OF CLUB MEMBERS**

6.1 Club membership shall be confined to those persons who officially reside within the Hillcrest and surrounding area that may from time to time be determined by the Committee of Management of the William Gillitt Sports Ground, such determinations being guided by the terms of the Trust Deed of the William Gillitt Sports Ground Trust.

6.2 To qualify for Club membership, prospective members must be members of one of the Sports Sub-Clubs holding an allotment, currently tennis, bowls, athletics and football, or other associated sporting or recreational clubs that are recognised by Hillcrest Sports Club from time to time.

### **6.3 FULL MEMBERS**

Persons who have attained eighteen (18) years of age and who meet the Club's residency requirements shall be eligible for full membership of the Club.

### **6.4 JUNIOR MEMBERS**

6.4.1 Persons who are less than eighteen (18) years of age and who meet the Club's residency requirements shall be eligible for junior membership of the Club.

6.4.2 Junior Members shall be permitted full use of the Club facilities with the exception of the Club bars. They may receive training and instruction in the sporting disciplines as offered by the Sports Sub-Clubs from time to time. Such instruction may be offered on a fee basis.

6.4.3 Junior Members shall not have the right to propose or second a prospective candidate for membership, nor take part in any ballot, nor speak or vote at any meetings of the Club, nor have any vote in the affairs of the Club.

6.4.4 On attaining the age of eighteen (18), Junior Members wishing to retain membership of the Club shall make application for Full Membership through their respective Sports Sub-Clubs.

## **6.5 SOCIAL MEMBERS**

6.5.1 Social Members shall be those members of the Sports Sub-Clubs who are not actively playing sport, but who wish to participate in the social activities of their Sports Sub-Club.

6.5.2 Social Members shall have all the privileges of Full Members.

## **6.6 RECIPROCAL MEMBERS**

6.6.1 Reciprocal Members shall be those persons who officially reside outside the surrounding area of Hillcrest that may from time to time be determined by the Committee of Management of the William Gillitt Sports Ground, such determination being guided by the terms of the Trust Deed of the William Gillitt Sports Ground. Such Members shall be members of any other Club affiliated to a registered or recognised sporting body of South Africa. Clubs shall have previously concluded reciprocal arrangements with the Hillcrest Sports Club or the respective Sports Sub-Club.

6.6.2 Prospective Reciprocal Members shall produce a membership card or letter from the Secretary of the reciprocal Club, or may be vouched for by a current Club Member or Sports Sub-Club Member.

6.6.3 Reciprocal Members may use the facilities of the Club continuously for a period not exceeding one (1) calendar month and thereafter for periods at the discretion of the Executive Committee of the Club or the respective Sports Sub-Club.

## **6.7 DISADVANTAGED MEMBERS**

6.7.1 Disadvantaged Members shall be those members who, in the opinion of the Sports Sub-Club Committees, have been socially or financially disadvantaged. They may be granted the same rights as Junior Members at the discretion of the Club Executive Committee.

## **6.8 HONORARY LIFE MEMBERS**

6.8.1 In recognition of meritorious service rendered to the Club or to a Sports Sub-Club or to sport in general, a Club Member may be proposed by the Executive Committee for election as Honorary Life Member. Such proposal shall be ratified by Club Members at the first Annual General Meeting thereafter.

6.8.2 Honorary Life Members shall be exempt from paying all Club subscriptions.

6.8.3 Honorary Life Members shall be eligible for election to any office within the Club.

## **6.9 GUESTS**

6.9.1 No Member of the Club shall be permitted to introduce the same guest to the Club premises more than four times in any one calendar month. On each such occasion, the Member shall enter the name and detail of the visitor in the Visitors Book provided at each of the Sports Sub-Clubs.

6.9.2 Visiting sports teams or individuals who participate in official sports competitions at the William Gillitt Sports Ground shall have the same standing as full Club members for the duration of such competitions.

## **6.10 EXCLUSION**

The Executive Committee shall be empowered to prohibit the introduction to the Club or entry to the Club premises any person or persons for any reason that is deemed sufficient for exclusion. The Executive Committee shall not be obliged to provide reasons for such action.

## **7. REGISTER OF MEMBERS**

7.1 The Executive Committee shall maintain a Register of all Members, containing the personal details of individual Members.

7.2 Sports Sub-Clubs shall provide to the Club changes to their memberships, including new members, resignations, deaths, change of member status and change of address on a monthly basis, and a fully refreshed membership list on an annual basis.

7.3 It shall be incumbent upon all Members to advise the Honorary Secretary of their respective Sports Sub-Clubs of any change of address or personal details.

7.4 In the event of a Member failing to notify the Honorary Secretary of their Sports Sub-Club of a change of address, a registered letter to the last address available

shall be deemed to be proper notice to such Member for any purpose as may be envisaged or provided for in this Constitution.

## **8. PRIVILEGES OF MEMBERSHIP**

- 8.1 Full Members, Social Members and Honorary Life Members shall enjoy full privileges of the Club.
- 8.2 Junior Members and Reciprocal Members shall enjoy the privileges of the Club except that they shall not have the right to vote or speak at meetings or to become officers of the Club.
- 8.3 Junior Members shall not use the Sports Sub-Club bar facilities.
- 8.4 Reciprocal Members shall not be entitled to wear the Club insignia, unless they are playing for a representative Club team wearing Club insignia.
- 8.5 Any Member who is a full-time employee of the Club shall not have the right to vote in any of the affairs of the Club.
- 8.6 Only Club Members may purchase refreshments available on the Club premises.

## **9. PROPOSAL AND APPROVAL OF NEW MEMBERS**

- 9.1 The proposal and approval of prospective Club Members, both Full and Junior, shall be the responsibility of each Sports Sub-Club and shall be undertaken in accordance with the prevailing processes as detailed in each Sports Sub-Club Constitution.
- 9.2 Sports Sub-Clubs shall advise the Club on a monthly basis of changes to their Club membership, including new members, resignations, deaths and change of member status, providing members' details as requested by the Club from time to time.

## **10. ENTRANCE FEES**

- 10.1 There shall be no entrance fee for Hillcrest Sports Club.
- 10.2 However, Sports Sub-Clubs can raise an entrance fee for new members, such fees being set by the Sports Sub-Clubs' Executive Committees from time to time.

## **11. ANNUAL SUBSCRIPTIONS**

- 11.1 Annual subscriptions shall be determined by the Executive Committee in accordance with budgetary requirements.
- 11.2 However, should it be necessary to increase the annual subscription by a figure in excess of twenty (20) per cent per annum for any of the Member categories, the Executive Committee shall be required to submit a Notice of Motion to a General Meeting for approval.
- 11.3 Annual subscriptions for the following year shall fall due for payment on 1 July.
- 11.3 Members joining after the first quarter of the Club Year shall pay subscriptions at the rate of one quarter for each unexpired quarter of the year in question.
- 11.4 All fees and subscriptions as specified in this Constitution shall be payable in advance. Any Member who has not paid their subscription within two (2) months of due date shall be not be allowed to continue as a Member while their subscription remains unpaid.

## **12. NON-PAYMENT OF SUBSCRIPTIONS AND OTHER DUES**

- 12.1 Any monies due to the Club by a Member, shall be paid promptly when due. Such monies include entrance fees, subscriptions, for services rendered and other dues.
- 12.2 Should such monies remain unpaid more than one (1) month after due date, that Member shall be posted on the Club Notice Board as a defaulter. Should they remain a defaulter after such posting has been on the Club Notice Board for forty-five (45) days, the Executive Committee will proceed in accordance with Section 26: Discipline.

## **13. PAYMENT OF DUES BY SPORTS SUB-CLUBS TO THE CLUB**

- 13.1 The Sports Sub-Clubs shall make payments to the Club to contribute to the maintenance and upkeep of that area of the William Gillitt Sports Ground that is not defined as an allotment awarded to any of the allotment-holding Sports Sub-Clubs (the 'common area').
- 13.2 Such payment arrangements in terms of amount and timing shall be agreed annually between the Club and the Sports Sub-Clubs.
- 13.3 Upon receipt of a notice of motion (for consideration at a General Meeting) and supporting evidence, the Club may consider granting concessions to a Sports Sub-Club. Such motion may include encouragement in a Sports Sub-Club's formation or

assisting a Sports Sub-Club over a difficult period. Such concessions granted should not contravene the terms of the William Gillitt Deed of Trust or the Liquor Act and its associated regulations or SARS legislation and regulations or Municipal rules and regulations.

#### **14. CLUB FINANCIAL YEAR**

The financial year of the Club shall be from 1 July to 30 June each year.

#### **15. RESIGNATION AND RETIREMENT OF MEMBERS**

- 15.1 Any Member may terminate their Club Membership by giving written notice to the Honorary Secretary of the Member's Sports Sub-Club at any time prior to the last day of the Sports Sub-Club's financial year. The Sports Sub-Club's Honorary Secretary shall then inform the Club's Honorary Secretary of membership movements.
- 15.2 Should notice of resignation or retirement be given within one month after the beginning of the financial year, such resignation/retirement shall take effect from the end of the previous financial year.
- 15.3 Should a Member resign during the course of the Club's financial year, a refund of the annual subscription shall be awarded calculated on a quarterly pro rata basis.

#### **16. INTER-CLUB RECIPROCITY**

- 16.1 The Executive Committee may establish membership reciprocity between this Club and other similar Clubs as may be deemed suitable and desirable. Reciprocity shall be established by an exchange of letters and mutual agreement between the respective Club Secretaries.
- 16.2 Members of Clubs enjoying reciprocity shall be entitled to the privileges of this Club, with the exception of the right to hold any office in the Club, or to receive notice of and vote at Club meetings.
- 16.3 Similarly, and in the same way, Members of this Club are entitled to the privileges of reciprocal Clubs.

## **17. GENERAL MEETINGS**

### **17.1 GENERAL MEETINGS**

- 17.1.1 Fourteen (14) days' notice to Members shall be given for all General Meetings. Such notice shall include the general nature of the business, the date, the hour and the place at which the General Meeting will be held.
- 17.1.2 Such notice and the Agenda for the meeting shall be posted on the Club noticeboard and on the noticeboards of all Sports Sub-Sections.

### **17.2 ANNUAL GENERAL MEETINGS**

- 17.2.1 Annual General Meetings shall be held once in every calendar year, on a date no longer than fifteen (15) months after the previous Annual General Meeting.
- 17.2.2 Not less than fourteen (14) days prior to the calling of the Annual General Meeting, the Honorary Secretary of the Club shall provide to the Honorary Secretary of each Sports Sub-Club the notice convening the meeting and the Agenda for the business to be transacted. Such notices shall be placed on the Sports Sub-Club noticeboards.
- 17.2.3 The business of an Annual General Meeting shall be:
- To confirm the minutes of the previous Annual General Meeting and of any other General Meetings held during the past year
  - To deal with matters arising from such minutes
  - To present the reports of the Sports Sub-Sections
  - To receive, consider and approve the audited Annual Financial Statement for the previous year
  - To consider and agree the budget and annual subscription for the ensuing year
  - To present the report of the Chairman of the Executive Committee
  - To elect the office bearers of the Executive Committee for the ensuing year, being:
    - President (two-year term)
    - Chairman
    - Vice-Chairman
    - Honorary Treasurer
    - Honorary Secretary
  - To appoint the Auditor

- General.

17.2.4 The Club's audited Annual Financial Statement for the preceding year shall be made available by the Honorary Treasurer through the Honorary Secretary for perusal by bona fide Members prior to the Annual General Meeting. Copies shall be made available at the meeting.

### **17.3 EXTRAORDINARY GENERAL MEETINGS**

17.3.1 The Executive Committee may convene an Extraordinary General Meeting, either when it is deemed appropriate or necessary, or on requisition made in writing by any twenty-five (25) or more Members in good standing.

17.3.2 A requisition for an Extraordinary General Meeting made by Members shall state the objects of the proposed meeting, and shall be signed and deposited with the Club's Honorary Secretary. The notice convening the Extraordinary General Meeting shall be issued by the Honorary Secretary within twenty-one (21) days of receipt of the requisition.

## **18. PROCEEDINGS AT GENERAL MEETINGS**

### **18.1 CHAIRMAN**

18.1.1 The Chairman of the Executive Committee, and in his absence, the Vice-Chairman, shall preside at all General Meetings.

18.1.2 Should there be no Chairman or Vice-Chairman present within fifteen (15) minutes of the appointed time of the General Meeting, the Executive Committee Members present shall choose one of the Executive Committee to act as Chairman for that meeting.

### **18.2 QUORUM**

18.2.1 A quorum for all General Meetings shall be thirty (30) Members in good standing. No business shall be transacted at any General Meeting unless a quorum of 30 members shall be present at the commencement of the meeting.

18.2.2 If within one half hour from the specified start time of a General Meeting, the requisite quorum is not present, the meeting shall be adjourned.

18.2.3 The meeting shall stand adjourned to a new date, time and place as decided by the Executive Committee. A notice and Agenda for such reconvened

meeting shall be posted on the Club noticeboard and on the noticeboards of all Sports Sub-Sections.

18.2.4 If at a reconvened meeting a quorum is not attained, those Members personally present shall be a quorum and the business for which the meeting was called may be transacted.

### **18.3 VOTING**

18.3.1 At all General Meetings, the majority vote of the members personally present shall be binding upon all members of the Club.

18.3.2 Each Member present and in good standing shall be entitled to one (1) vote unless otherwise provided for in the Constitution.

18.3.3 Proxies are not allowed.

18.3.4 Voting shall be undertaken by a show of hands, unless a poll is demanded. However, the Chairman shall determine the method and conditions of the poll, and shall, if necessary, appoint scrutineers.

18.3.5 In the case of an equality of votes, the Chairman shall have a casting vote in addition to his deliberative vote.

18.3.6 The result of a vote on any resolution shall be recorded in the minutes of the proceedings of the meeting. Such record will act as conclusive evidence of that result without proof of the detailed outcome of the vote. Any voting papers used may therefore be destroyed after the meeting.

18.3.7 At any General Meeting where it is necessary to conduct a ballot, it shall be incumbent upon the Chairman to call for nominations from the floor for the appointment of three (3) Scrutineers, who shall all be selected by Members on a vote by a show of hands. The vote shall be taken and recorded by the Honorary Secretary.

### **18.4 ADJOURNMENT**

With the majority consent of the meeting, the Chairman of a General Meeting may adjourn the meeting due to the lateness of the hour or for any other sufficient reason. Upon adjournment, a date, time and place shall be decided. Upon resumption of the meeting, no other business than the business left unfinished shall be transacted.

## **18.5 RECONVENING OF EXECUTIVE COMMITTEE**

The Honorary Secretary of the Executive Committee shall convene the first meeting of the incoming Executive Committee, which shall take place within fourteen (14) days of the Annual General Meeting.

## **19. EXECUTIVE COMMITTEE**

### **19.1 EXECUTIVE COMMITTEE**

- 19.1.1 The Executive Committee of the Club shall be responsible for the comprehensive management of the Club and for the overall management and upkeep of the William Gillitt Sports Ground.
- 19.1.2 The Executive Committee shall comprise four elected office-bearers and one representative from each of the allotment-holding Sports Sub-Clubs.
- 19.1.3 The Club Manager, should such position be filled, shall sit on the Executive Committee and participate in its business, but shall not have a vote in any of the proceedings.
- 19.1.4 In addition, representatives of other associated organisations may become Executive Committee members as invited by the Executive Committee from time to time.

### **19.2 OFFICE-BEARERS**

- 19.2.1 The office-bearers of the Club shall be: President, Chairman, Vice-Chairman, Secretary and Treasurer.
- 19.2.2 Office-bearers shall be nominated from Members of the Club, being proposed and seconded by Members of the Club, all of whom should be in good standing. Nominees shall signify their acceptance of nomination.
- 19.2.3 Nominations shall be made on the prescribed form which shall be posted on the noticeboards of the Club and Sports Sub-Clubs twenty-one (21) days prior to the date of the Annual General Meeting.
- 19.2.4 The nomination list shall close seven (7) days before the date of the Annual General Meeting. Should there be more than one (1) nominee for any of the positions, the Members present at the Annual General Meeting shall vote for their candidate of choice.

19.2.5 In the event of no nomination for a position, the Executive Committee shall co-opt a suitable person from among the Members of the Club as soon as possible after the Annual General Meeting.

### **19.3 PRESIDENT**

The President shall hold office for a period two (2) years. The President shall be entitled to attend Committee Meetings and to speak and vote.

### **19.4 CHAIRMAN**

19.4.1 In addition to his Executive Committee duties, the Chairman shall be an ex-officio Member of all Sub-Committees that may be convened from time to time.

19.4.2 The retiring Chairman shall be an ex-officio Member of the Executive Committee for the following year and may attend all Executive Committee meetings.

### **19.5 REPRESENTATIVES OF SPORTS SUB-CLUBS**

A representative shall be appointed annually by each of the allotment-holding Sports Sub-Clubs to represent the Sports Sub-Clubs on the Executive Committee. Such representatives may be replaced at any time by the Sports Sub-Clubs in order to ensure attendance at meetings and continuity of business.

## **20. EXECUTIVE COMMITTEE MEETINGS**

20.1 The Chairman, or if he is not present, the Vice-Chairman, shall preside at all Executive Committee Meetings. If both the Chairman and the Vice-Chairman are absent at the start of a meeting, then the Executive Committee members present shall elect one of their number to preside as Chairman for that particular meeting.

20.2 Should a temporary vacancy arise in the office of Chairman or Vice-Chairman, such vacancy may be filled by the Executive Committee, who may elect from their number an Acting Chairman or Acting Vice-Chairman, as required. If, however, a permanent vacancy arises, the Executive Committee shall elect from its members a replacement Chairman or Vice-Chairman, as required, and they shall hold such office until the following Annual General Meeting.

- 20.3 The Executive Committee shall meet a minimum of once every calendar month. At least seven (7) days' notice of a Committee Meeting shall be given to Committee Members by the Honorary Secretary.
- 20.4 Additional Executive Committee meetings may be convened for specific purposes at any time. Such meeting may be called by the Chairman or upon receipt of a requisition, providing valid reason for such meeting, signed by at least two (2) members of the Executive Committee. Such meeting shall be called within 14 days from the date of receipt of the requisition.
- 20.6 Only the elected office-bearers and the representatives of the allotment-holding Sports Sub-Clubs shall have voting rights at Executive Committee meetings. Voting members shall have one (1) vote each and the Chairman of the meeting shall have a casting vote in addition to a deliberative vote.
- 20.6 A record of all Executive Committee meetings shall be kept by the Honorary Secretary.
- 20.7 The Chairman, Vice-Chairman or an Executive Committee member may be granted leave of absence at the discretion of the Committee. Any Executive Committee Member absenting himself without leave for more than three (3) consecutive meetings shall, at the discretion of the Executive Committee, forfeit his office as an Executive Committee member.

## **21. POWERS AND RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE**

- 21.1 The entire management of the Club shall be vested in the Executive Committee. The Executive Committee shall exercise all such powers and perform all such acts or things considered necessary and on behalf of the wellbeing of the Club and all its Members.
- 21.2 The Club, and therefore the Executive Committee, is responsible for the overall management and upkeep of the William Gillitt Sports Ground, as required by the agreement reached at the meeting of the Committee of Management of the William Gillitt Sports Ground dated 12 March 1992, viz:
- “Resolved: ii) That authority to manage the day-to-day control and coordination of the affairs of the Clubs making use of the William Gillitt Sports Ground be delegated by the Committee of Management to the Hillcrest Sports Club;*
- iii) That this delegation be subject to the Hillcrest Sports Club exercising all such powers conferred upon it in accordance with the provisions of the William Gillitt Trust Deed dated 20 November 1929.”*

21.3 The Executive Committee is expressly authorised to:

- Make, amend, alter and repeal by-laws within the ambit of this Constitution necessary or expedient or convenient for the effective conduct and management of the Club.
- Take such steps as it deems necessary to carry into effect all agreements entered into by the Club.
- Purchase or acquire for the Club any property, rights or privileges which the Club is authorised to acquire at such price and on such terms and conditions as it deems appropriate.
- Enter into such negotiations, contracts and agreements and to rescind or vary all such instruments and to execute all such actions in the name and on behalf of the Club as it may consider expedient for the satisfactory conclusion of such actions.
- Appoint, remove or suspend, at its discretion, such managers, secretaries, officers, clerks, agents and other staff for or from permanent, temporary, contract or specified services, as it may deem appropriate from time to time; and to determine and review the responsibilities and duties and to negotiate and review the salaries or emoluments of such employees.
- Institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers, in regard to the affairs of the Club; and to compound and allow reasonable time for payment or satisfaction of any debts due and of any claims or demands by or against the Club.
- Refer, as found necessary, any claims or demands by or against the Club to arbitration, and to observe and implement the awards.
- Prepare and issue receipts, releases and other discharges for money payable to the Club and for claims and demands of the Club.
- Open and operate banking accounts on behalf of the Club and to determine and specify the signatories for the Club's endorsements, cheques, releases, contracts and other official documents.
- Invest and manage any Club monies that are not immediately required for day-to-day purposes, investing in or releasing from such securities and conditions that it may deem appropriate from time to time.
- Raise or borrow or secure payment, at its discretion from time to time, of any sum of money for Club purposes, upon such terms and conditions as appropriate.
- Remove any Member from the Executive Committee for any reasonable cause, provided that two-thirds of the Executive Committee present shall vote for such removal and shall not be compelled to provide their reasons. Such

Member shall be notified prior to any deliberation and shall be afforded an opportunity to respond at an Executive Committee meeting.

## **22. SUB-COMMITTEES**

- 22.1 The Executive Committee may appoint and define the terms of reference of any Sub-Committee that it deems appropriate for the efficient management of the Club.
- 22.2 Each Sub-Committee shall appoint its own Chairperson from among its Members and they shall be a member of the Executive Committee; the Chairperson shall have a casting vote as well as a deliberative vote at meetings of the Sub-Committee.
- 22.3 The Chairman and Honorary Secretary of the Club shall be ex-officio members of each Sub-Committee and shall be entitled, at their discretion, to attend and speak at meetings but shall have no vote at such meetings.
- 22.4 Minutes shall be kept of the proceedings of all Sub-Committee meetings.
- 22.5 Sub-Committee Chairpersons shall report back to the Executive Committee at its meeting following any sub-committee meeting.
- 22.6 All Sub-Committees shall function within the terms of the Club Constitution and its by-laws.

## **23. LEGAL MATTERS**

- 23.1 The Club shall sue and sued in the name of HILLCREST SPORTS CLUB.
- 23.2 In accordance with the William Gillitt Trust Deed, dated 20 November 1929, the immovable property of the Club shall be registered in the names of the Trustees of the William Gillitt Sports Ground, which land shall also vest in the appointed Trustees.

## **24. FINANCIAL MATTERS**

- 24.1 The Executive Committee shall maintain true and proper books of account. It shall produce at each Annual General Meeting the audited Annual Financial Statement for the recently-ended Club financial year. Such statement should include sufficient detail to appraise Members fully of the financial position of the Club.

24.2 The Executive Committee shall nominate selected Members to act as signing officers for banking purposes and to issue such instructions and regulations as may be necessary to control and govern the financial affairs of the Club.

24.3 The Auditors of the Club, having been selected by the Executive Committee, are approved at an Annual General Meeting. The Auditors shall not be removed from office other than at a General Meeting, nor shall their remuneration be reduced without approval at a General Meeting, unless they shall consent to such reduction.

24.4 Should they consider it necessary, the Auditors may demand an Extraordinary General Meeting of the Club to be convened. Upon the written demand of the Auditors, the Honorary Secretary shall convene such General Meeting to be held within one (1) month of receipt of the Auditor's demand. Should a General Meeting fail to be convened by the Club, the Auditors may themselves convene such General Meeting.

## **25. NOTICES**

25.1 A notice may be served by the Club upon any Member:

- Either personally in writing, or
- By sending such notice by registered mail addressed to the Member at their registered address, or
- By email at their registered email address, requiring a 'read receipt'.

25.2 If, in the opinion of the Chairman, it is impractical to give notice to each Member individually, it shall be deemed due notice to all Members for a general notice to be posted on the Club noticeboard and on the noticeboards of the Sports Sub-Clubs.

## **26. DISCIPLINE**

26.1 The Club acknowledges all policies and regulations as laid down from time to time by all sporting bodies, as pertaining to SASCOC, the Department of Sport and Recreation and National Government. Such policies and regulations include sexual harassment, anti-doping, the Child Protection Act and the Consumer Act.

26.2 Should any Member of the Club fail to meet the disciplinary standards of the Club or of the Sports Sub-Clubs, as promulgated from time to time, the Club shall, in the first instance, refer the matter to the relevant Sports Sub-Club for attention in

- accordance with to its own specific disciplinary procedures. The Sports Sub-Club should report the outcome of any disciplinary hearing to the Club's Honorary Secretary.
- 26.3 Should a breach of discipline by a Member be of a nature more related to Hillcrest Sports Club or the William Gillitt Sports Ground, then the Executive Committee shall enter into disciplinary procedures itself.
- 26.4 The Honorary Secretary shall call upon a Member in writing to appear before the Executive Committee to explain their action. Witnesses may be called to provide evidence for and against the breach of discipline. Having heard the manner and any other evidence that is presented, the Executive Committee shall exonerate, reprimand, suspend for a period not exceeding three (3) months, or expel such Member.
- 26.5 A suspended Member may not enter the William Gillitt Sports Ground during their period of suspension. In the case of expulsion, the subscription paid by such Member shall be forfeited and the Member shall no longer be allowed access to the William Gillitt Sports Ground.
- 26.6 Should a member fail to appear before the Executive Committee as requested without good cause, the Committee shall have the power to exercise any of the disciplinary options as it deems appropriate. The Executive Committee's decision shall be final and binding on all parties.
- 26.7 A disciplined Member shall have the right to appeal against the decision of the Executive Committee. Such appeal shall be heard by a Special Committee comprising the Club President (Chair), one Member from each of the Sports Sub-Clubs (selected by the Executive Committee) and one Member representing the appellant. Each Member shall have one (1) vote and the President shall have a casting vote in addition to the deliberative vote.
- 26.8 The President shall determine the procedure to be followed and the scope of the hearing. The decision will be final and binding and the President shall give authority to the final verdict.

## **27. INDEMNITY**

- 27.1 The President, Honorary Officers and all Committee Members of the Club shall be indemnified and secured harmless out of the assets and surpluses of the Club from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their respective duty or supposed duty

in their respective offices or trusts, except such, if any, as they shall incur or sustain by or through their own wilful neglect or default respectively.

27.2 None of the Club officials shall be answerable for the acts, receipts, neglects or defaults of the other or the other of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Club shall or may be lodged or deposited for safe custody or for insufficiency or deficiency of any security upon which monies of or belonging to the Club shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto unless the same shall happen by or through their own wilful neglect or default respectively.

## **28. INTERPRETATION OF THE CONSTITUTION**

28.1 The Executive Committee of the Club is the sole authority for the interpretation of this Constitution and of any associated by-laws and regulations. The decision of the Executive Committee upon any question of interpretation of the Constitution and of the associated by-laws and regulations, shall be final and binding on Members provided that any Member who feels aggrieved by the decision of the Executive Committee shall have the right to appear before the Executive Committee to state their case.

28.2 Should any question arise that is not provided for by this Constitution, the Executive Committee shall have the power to determine the outcome.

28.3 In the event that no resolution of a dispute is obtained, the dispute may be referred to professional expertise of no less than ten (10) years standing, the aggrieved Member being responsible for any costs directly or indirectly incurred.

## **29. SARS REGULATIONS**

SARS has granted exemption to the Club from taxation in terms of the Income Tax Act, Section 10(1)(c0), subject to the following clauses being added to the Constitution:

a) The [Club's] sole principal objective is to promote social and recreational amenities of facilities for members in a non-profit manner.

- b) At least three persons, who accept fiduciary responsibility for the Club, will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation.
- c) No surplus funds will be directly or indirectly distributed to any person.
- d) On dissolution of the recreational club, the remaining assets must be transferred to:
  - i) Any other recreational club which has been approved by the Commissioner in terms of section 30A of the Act.
  - ii) Any public benefit organisation, contemplated in paragraph (a)(1) of the definition of a “public benefit organisation” in section 30(1) which has been approved in terms of section 30(3) of the Act.
  - iii) Any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i) of the Act, which has a sole or principal object the carrying on or any public benefit activity; or
  - iv) The Government of the Republic in a national, provincial or local sphere, contemplated in section 10(1)(a) of the Act.
- e) 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.
- f) All members will be entitled to annual or seasonal membership.
- g) Members are prohibited from selling their membership rights or any entitlement in terms thereof.
- h) A copy of all amendments to the Constitution under which the recreational club as established will be submitted to the Commissioner of the South African Revenue Service.
- i) The recreational club is not or was not knowingly a party to, or does not knowingly permit or has not knowingly have 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 the South African Revenue Service.
- j) The recreational club will submit the required returns for income tax together with the relevant supporting documents.

### **30. DEED OF TRUST, WILLIAM GILLITT SPORTS GROUND**

30.1 For the sake of clarity, this Constitution shall be guided by the Deed of Trust (20 November 1929) creating the William Gillitt Sports Ground. The Constitution cannot contravene, misinterpret or override the intent and interpretation of the Deed of Trust.

30.2 Proposed changes to this Constitution shall be considered and approved by the Committee of Management of the William Gillitt Sports Ground prior to promulgation.

END

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