CONSTITUTION OF THE KWAZULU-NATAL MASTERS SQUASH ASSOCIATION

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CONSTITUTION

OF THE

KWAZULU-NATAL MASTERS SQUASH ASSOCIATION

(Duly adopted as such by the members thereof at a Special General Meeting held at Westville on 6 August 1995 – amended on 6 December 1997, 7 December 2002 and 7 December 2013).

1. CONSTITUTION, NAME AND CORPORATE PERSONALITY

1.1 This is the Constitution of the body known as "The KwaZulu-Natal Masters Squash Association" (hereinafter referred to as the Association or KZN Masters Squash). Various autonomous sub-unions exist within the KwaZulu-Natal area. These sub unions fall outside of the constitution of the Association, unless agreed otherwise by means of an AGM or SGM of the Association and Sub-Union.

1.2 The Association shall be a voluntary association having a corporate identity separate from that of its members and, notwithstanding any change in the composition of its members from time to time, shall have perpetual succession.

2. DEFINITIONS AND ABBREVIATIONS USED

For the purposes of this Constitution, the following words and expressions shall have the following meanings unless the context indicates otherwise:

2.1 "AGM" means the Annual General Meeting of members held in accordance with the provisions of clause 9.

2.2 "Annual Financial Statements" means the annual balance sheet, income and expenditure account and Treasurer's report.

2.3 "The Honorary Chairman" means the Chairman elected in terms of clause 13.

2.4 "Exco" means the Executive Committee constituted in terms of clause 12.

2.5 "General Meeting" means a meeting in terms of clauses 9 or 10.

2.6 "Honorary Life Members" means all Life Members at the date of adoption of this Constitution and all other persons appointed in terms of clause 16.

2.7 "member" means a member in terms of clause 8.

2.8 "member in Good Standing" means a Member whose membership or voting rights have not been suspended.

2.9 "Day" means a calendar day, "week" means a period of 7 (seven) days, "Month" means a calendar month and "year" means a calendar year.

2.10 "Patron" means a person appointed in terms of clause 17.

2.11 "Person" means a natural person.

2.12 "The Honorary Secretary" means the Secretary appointed in terms of clause 13.

2.13 "SGM" means a special general meeting held in terms of clause 10.

2.14 "The Honorary Treasurer" means the Treasurer appointed in terms of clause 13.

2.15 "IPT's" means Interprovincial Tournaments.

2.16 Squash South Africa is the controlling body for the game of Squash in South Africa and the management and control of squash in South Africa thus vests with this body. SA Masters Squash falls under the wing of this body and KZN Masters Squash under the wing of the latter.

3. INTERPRETATIONS

3.1 The headings to the clauses of this Constitution are for descriptive purposes only and shall not be used in the interpretation thereof.

3.2 Unless the context indicates a contrasting intention,

3.2.1 the singular shall include the plural and vice versa.

3.2.2 the masculine shall include the feminine and vice versa.

4. HEADQUARTERS

The Headquarters of the Association shall be in Durban and shall remain at that place until Exco shall decide that the Headquarters shall be moved to another place, provided that the Headquarters shall always be at a place within the municipal area of Durban.

5. AREA OF JURISDICTION

The geographical area of jurisdiction of the Association shall be the Greater Durban area unless amended by means of an AGM or SGM.

6. OBJECTIVES

The objectives of The Association are:

6.1 To control and administer Masters Squash within the Greater Durban area.

6.2 Being an affiliate of SA Masters Squash, to uphold the constitution of SA Masters Squash, as well as its objectives and aims in all respects, and to work with this body in order to improve and enhance the game of squash in South Africa.

6.3 In order to advance the objectives of The Association, to associate itself with such other associations and organizations as shall be decided by Exco, whether or not such other associations or organizations be connected with the game of squash.

6.4 To uphold and enforce the rules of squash as prescribed by the World Squash Federation and to encourage and promote the highest standard of sportsmanship in connection with the playing of squash.

6.5 To ensure that the encouragement, promotion, development and administration of the game of squash amongst Masters squash players is done in accordance with principles of non-discrimination of any form, including, but not limited to, race, ethnicity, nationality, religion, sexual orientation or culture and shall not be a basis for advancing or affording privileges to any person or grouping on these grounds. The Association shall abide by the laws of the country at all times, and be guided by the constitution of SA Masters Squash as amended from time to time.

6.6 To uphold and enforce the code of conduct pertaining to the sport of squash approved by the World Squash Federation.

7. POWERS TO CARRY OUT ITS OBJECTIVES

7.1 The Association shall have all such powers and authorities as shall be necessary or desirable or conducive to achieving any and all of its objectives. These powers and authorities shall be exercised by Exco and/or by any duly constituted sub-committee in accordance with and subject to the provisions of this Constitution. Without in any way limiting the generality of the aforegoing, the powers and authorities of The Association shall include those set out in clauses 7.2 to 7.16 below.

7.2 To enter into contracts of any kind, including but not limited to, sponsorships and donations, provided that such a contract is squash related, furthers the general aims and objectives of squash in the Area of jurisdiction and is limited in quantum to 50% (fifty percent) of the annual income of The Association. In the event that a deviation from this provision is required, it will be necessary for an SGM to be convened and approval obtained from members prior to the EXCO proceeding. (This provision excludes IPT's.)

7.3 Pending the usage of the funds, to invest such money into an interest bearing account as determined by Exco.

7.4 To employ, suspend, dismiss and, where and when applicable, remunerate employees, professional assistants and experts.

7.5 To regulate relations between its Members, and between its Members and The Association.

7.6 To invite the patronage of any person as it may consider advisable.

7.7 To insure against loss, damage, risk and liability of all kinds.

7.8 To manage the financial affairs of the Association.

7.9 To institute, conduct, defend, compound or abandon any legal proceedings by or against the Association, or its officers, or otherwise concerning the affairs of the Association or the action of its members, and also to compound and allow time for payment or satisfaction of any debts due or any claims or demands made by or against the Association.

7.10 To raise money from its Members and/or from any or all Masters squash players, or any clubs or associations or organizations concerned with the playing of Masters squash in any way or from any other source, and recover by legal process monies due by members or former members or clubs, associations or organizations.

7.11 To spend or otherwise apply monies for the advancement and/or development of the Association, or its members, or individual Masters squash players.

7.12 To invest monies upon such security and in such manner as it may from time to time determine in the best interests of the Association

7.13 To make and pass rules, by-laws, or regulations and to add to, repeal or alter such rules, by-laws or regulations.

7.14 To take disciplinary measures against its members or former members or against any Masters squash player or association or organization connected with or concerned with the playing of Masters squash arising out of or connected with any contravention or breach of the provisions of this Constitution or any rule, by-law or regulation passed by Exco as envisaged by clause 15.

7.15 To take all such action as may be required or necessary to enforce fully and effectively all obligations of whatsoever nature and howsoever arising which may be owed to The Association by its Members, former Members or any other persons or bodies.

7.16 To generally do whatever needs to be done to improve the game of Squash and the conditions relating thereto for the overall benefit of its members.

8. MEMBERSHIP AND TERMINATION OF MEMBERSHIP

8.1 Members shall mean Masters squash players 35 years of age and older who have formally made application for membership of the Association and whose application has been accepted by Exco.

8.2 Any member of any classification may, at any time, tender his resignation from the Association. A member so resigning shall continue to be liable for any monies due and unpaid by him at the date of their resignation.

8.3 During their period of membership every member shall comply with the provisions of this Constitution and all rules and regulations and codes of conduct of the Association.

9. ANNUAL GENERAL MEETING (AGM)

9.1 An AGM shall be held once every year before 31 December.

9.2 Exco shall decide the date, time and place of each AGM .

9.3 The following persons shall be entitled to attend and speak at the AGM:-

9.3.1 Members in good standing;

9.3.2 The Honorary Life Members;

9.3.3 The Patrons;

9.3.4 Any other person who may be invited by Exco to do so.

9.4 All Members in good standing shall be entitled to vote at the AGM.

9.5 The business to be transacted at an AGM shall be :-

9.5.1 To read the notice convening the Meeting.

9.5.2 To read and confirm the Minutes of the previous AGM and to consider any matters arising therefrom.

9.5.3 To receive and consider the annual report of the Chairman, for the period since the date of the previous AGM.

9.5.4 To adopt, with or without modification, the Annual Financial Statements for the period since the date of the previous AGM.

9.5.5 To consider and to adopt with or without modification, or to reject any recommendations of Exco.

9.5.6 To consider all nominations by Exco of Patrons or Honorary Life Members and to accept or to reject any such nominations.

9.5.7 To elect the members of Exco.

9.5.8 To discuss and consider any other matter which may be permitted at the discretion of the Chairman of the Meeting.

9.6 Notices and copies of the agenda of each AGM shall be sent to all Members, Patrons and Honorary Life Members not less than 2 (two) weeks prior to the date of the AGM.

10. SPECIAL GENERAL MEETING (SGM)

10.1 An SGM of Members shall be convened :-

10.1.1 At the request of Exco; or;

10.1.2 Upon the written request of not less than 15% (fifteen percent) of the members at the time, delivered, or sent via e-mail, to the Secretary, provided that such written request shall state the purpose for which the SGM is to be called and the text of the motion to be put to the meeting, or to be discussed at the meeting.

10.2 Within 14 (fourteen) days after receipt of the request referred to in sub-clauses 10.1.1 and 10.1.2, the Secretary shall send written notification to all Members, which notice shall specify the time, date and place of the SGM, provided that the date shall not be less than 14 (fourteen) days and not more than 28 (twenty eight) days after the date of posting of the notification, together with written notification of the purpose of and measures to be transacted at the SGM, and the text of motions to be put to the meeting, or discussed at the meeting.

10.3 No business other than that stated in the notification shall be transacted at the SGM, unless deemed otherwise by The Chairman, or by a show of hands, the majority prevailing.

10.4 Only the persons referred to in 9.3 shall be entitled to attend and speak at the SGM, unless deemed otherwise by The Chairman.

10.5 All Members in good standing shall be entitled to vote at the SGM.

11. GENERAL PROVISIONS RELATING TO AGM's & SGM's

The following provisions shall apply to all AGM's and SGM's:

11.1 AGM's and SGM's shall, subject to the terms of this Constitution, be held at such time and place as shall be decided by Exco.

11.2 The chairman of any AGM or SGM shall be the Chairman or in his absence, any other member of the Exco or, failing the attendance of an Exco member, then such other person as shall be elected for that purpose by the Members present at the Meeting and entitled to vote.

11.3 Each member shall have 1 (one) vote and, in the event of a tie in the voting, the Chairman shall have a second or casting vote. A simple majority shall be sufficient for a resolution to be passed.

11.4 A quorum shall consist of not less than 20% (twenty percent) of the membership base entitled to vote.

11.5 If a quorum is not present within 30 (thirty) minutes after the time set for commencement of the meeting, then the meeting shall stand adjourned to a date 7 (seven) days later at the same time and place and at such adjourned meeting the members present and entitled to vote shall constitute a quorum and may transact the business of the Meeting.

11.6 When a meeting is to be held, The Secretary shall send a written notice to each member via e-mail, or by fax to the address / medium chosen by the member stating:

11.6.1 The date, time and place of the meeting;

11.6.2 The agenda;

11.6.3 Any documents requiring consideration by members – this will include The Chairman's Report, relevant financial statements and any other documents deemed relevant by Exco.

11.7 In the event of the meeting having been adjourned, The Secretary shall immediately forward to all members written notice stating:

11.7.1 Date, time and place to which the meeting has been adjourned;

11.7.2 The grounds for the adjournment.

11.8 Voting shall be by a show of hands unless a poll is demanded by not less than 30% (thirty percent) of the members present, and in such event, the poll shall be conducted in such manner as the Chairman of the meeting shall decide.

11.9 A member shall be entitled to appoint a proxy, who shall be a member, to represent him and to speak and vote on his behalf at an AGM and SGM. Only members of good standing shall be entitled to appoint a proxy and all proxies shall be members of good standing.

12. EXCO

12.1 The Executive Committee of the Association ("Exco") shall consist of the following persons who shall be Members of good standing:

12.1.1 The Honorary Chairman,

12.1.2 The Honorary Secretary,

12.1.3 The Honorary Treasurer,

12.1.4 Not less than 5 (five) ordinary members, the number to be decided on at the AGM, elected from the members. The Members may at the AGM elect to combine the duties of the Honorary Secretary and the Honorary Treasurer, in which event the minimum numbers of ordinary members of Exco shall be increased to not less than 6 (six).

12.1.5 Exco shall have the right to co-opt additional members.

12.2 Members of Exco shall vote on all resolutions by a show of hands.

12.3 Members of Exco shall decide on all matters by a simple majority vote.

12.4 Each Member of Exco shall have 1 (one) vote and, in the event of a tie in the voting, the Chairman shall have a second or casting vote.

12.5. The Chairman of any meeting of Exco shall be the Chairman, or in his absence such other member of Exco appointed by the members.

12.6 A quorum of Exco shall consist of not less than 50% (fifty percent) of its members and, if a quorum is not present within 15 (fifteen) minutes of the appointed time for any meeting, the meeting shall stand adjourned until a date, time and place to be determined by those members of Exco who are present at the meeting, provided that such date shall not be more than 14 (fourteen) days after such meeting; and at such adjourned meeting those members of Exco present shall constitute a quorum and may transact the business of the meeting.

12.7 The Secretary shall, by such means as are most expedient and most appropriate in the circumstances, inform those members of Exco who were not present at the meeting of the date, time and place to which the meeting has been adjourned.

12.8 Except where otherwise stated herein and subject to the provisions of this constitution, Exco shall be vested generally with all such powers and authorities as are necessary to promote and attain the objectives of the Association and, without in any way limiting the generality of the aforegoing, Exco shall have all such powers and authorities as are necessary to carry out the duties and functions referred to herein.

12.9 Exco shall control all expenditure of the funds of the Association and shall not incur any liability nor enter into any commitment which cannot be discharged out of the funds of the Association.

12.10 No cheque or promissory note drawn on behalf of The Association shall be valid unless signed by any 2 (two) members of Exco, one of whom shall be the Treasurer.

12.11 During the course of its administration, Exco shall be entitled to make any and all by-laws or regulations necessary to promote the aims and objectives of the Association, which shall be binding upon members. Such by-laws and regulations shall be ratified at the next AGM.

12.12 Exco may delegate the exercise of any of its powers and functions to one of its members or to a sub-committee.

12.13 In addition to the aforegoing, Exco shall –

12.13.1 generally undertake and perform all such duties and obligations as are reasonably required to achieve the objectives and to implement the policies of the Association;

12.13.2 formulate recommendations and resolutions for the consideration of the AGM and prepare the agenda for the AGM;

12.13.3 subject to the provisions of the Constitution, be entitled to make, amend, vary, repeal and enforce rules, by-laws and regulations;

12.13.4 conduct disciplinary proceedings in terms of clause 15;

12.13.5 impose and collect levies and subscriptions, and any other monies due to the Association;

12.13.6 arrange, control, regulate and promote tournaments, championships and any other forms of competition;

12.13.7 decide upon and resolve any dispute between any of the members;

12.13.8 form sub-committees, consisting of one or more persons, for any purpose incidental to the objectives and powers of the Association;

12.13.9 appoint special advisers and consultants for any purpose and terminate such appointment/s;

12.13.10 accept, or reject, any application for membership;

12.13.11 decide upon the criteria for the award of Provincial Colours and appoint selectors for the selecting of teams to whom Colours may be awarded;

12.13.12 ensure that full and proper books of accounts are kept in accordance with sound accounting principles;

12.13.13 ensure that annual financial statements are timeously prepared.

12.14 No member of Exco shall be entitled to any remuneration, unless decided otherwise by Exco, but all members of Exco shall be entitled to be refunded any disbursement incurred by any such member in fulfilling any duties or functions as shall be approved by Exco.

13. ELECTION OF THE CHAIRMAN, THE SECRETARY, THE TREASURER AND THE OTHER MEMBERS OF EXCO

13.1 Each member shall be entitled to nominate 1 (one) person for the election as Honorary Chairman, 1 (one) person for election as Honorary Secretary, 1 (one) person for election as Honorary Treasurer and one or more persons (but not more than the total number) for election as ordinary members of Exco as contemplated by clause 12.1.4.

13.2 If there is more than one nomination for any of the posts of Honorary Chairman, Honorary Secretary and Honorary Treasurer then such posts shall be elected separately by vote, such elections to be held in the sequence aforesaid.

13.3 If there are more nominations than the number of additional members decided upon at the AGM, there shall be an election by vote by show of hands, or as deemed otherwise by the Chairman.

13.4 Each person who votes shall record a vote for not more than the number of vacancies.

14. SUB-COMMITTEES

14.1 Exco may appoint such sub-committees as it considers necessary.

14.2 The membership of each sub-committee shall be determined by Exco provided that there shall be at least one member of Exco on each sub-committee.

15. MISCONDUCT AND DISCIPLINARY MEASURES

15.1 A member shall be guilty of misconduct should he or she, in the opinion of Exco:

15.1.1 commit any breach of this Constitution or rules, by-laws or regulations of the Association, or directives of Exco or code of conduct pertaining to the sport of squash; or

15.1.2 fail to make payment of any money due to the Association after due notice; or

15.1.3 be guilty of conduct in any way offensive to members of any class or to Exco; or

15.1.4 be guilty of behaviour unbecoming a member or prejudicial to its interests and reputation, whether within the Associations premises or otherwise or behaving in a manner which is offensive or unbecoming towards any other member, or guest or employee of the Association or towards any other person or player.

15.2 The hearing and investigation of any complaint as to the conduct of a member, and the procedure to be adopted in connection therewith, shall be at the sole discretion of Exco, provided, however, that the member whose conduct is the subject of the complaint shall be informed of the nature of the complaint by email or the posting of a registered letter to his last known address, and further that such member shall be afforded a reasonable opportunity of replying to any such complaint, either in writing or in such manner as Exco may determine.

15.3 Exco, after investigation, shall have the following powers in regard to a member who, in its opinion, has been guilty of misconduct as described above:

15.3.1 to expel such member; and/or

15.3.2 to deprive such member of any or all of the rights, benefits and privileges of membership for a period as Exco in its absolute discretion may deem fit; and/or

15.3.3 to reprimand and/or censure and/or caution such Member; and/or

15.3.4 to suspend the operation of any of the measures referred to in clause 15.3.1 to 15.3.3 above for a specified period of time. In the event of suspension of the punishment, such member shall be entitled to participate in any event of the Association during the period of the suspension, provided that such member is not found guilty of further transgressions.

15.4 The decision of Exco under this rule shall be notified to such member in writing.

16. HONORARY LIFE MEMBERS

Exco shall from time to time nominate any person who has rendered notable and meritorious service to The Association and/or in the promotion of the game of squash and whom it wishes to recognize and honour as an Honorary Life Member. The nomination shall be presented for ratification at the next AGM.

17. PATRONS

17.1 Exco may from time to time nominate any person whom Exco considers to be fit and desirable to be a Patron of The Association. The nomination shall be presented for ratification at the next AGM.

17.2 Patrons shall enjoy the same rights and privileges as are enjoyed by Honorary Life Members together with such further rights and privileges as are decided upon by Exco.

18. LIMITATION OF LIABILITY OF MEMBERS AND INDEMNITY

The Honorary Life Members, Patrons and all Members of Exco, acting on behalf of The Association in terms of this Constitution and under delegated powers from Members in General Meeting or from Exco, shall be and they are hereby indemnified and held blameless against any claim or demand by any third party as a result of any act or omission in the performance of their duties for and on behalf of The Association, from whatever cause arising, provided such person/s acted in good faith.

19. ALTERATION OR VARIATION OF THIS CONSITUTION

This Constitution may be altered in General Meeting upon a majority vote of not less than 75% (seventy five percent) of the members who are present and entitled to vote; provided not less than 2 (two) weeks written notification of such meeting, together with a copy of a proposed resolution, shall have been sent to

all members. No variation or alteration of this Constitution shall be in conflict with any provision contained in the Constitution of SA Masters Squash.

20. **NOTIFICATION**

For the purposes of this Constitution, any notification to be sent to any member shall to be deemed to have been received by them if handed to them or, if sent to them by e-mail or fax, immediately upon the day it was so transmitted or, if sent to them by post, 5 (five) days after it had been posted.

21. INTERPRETATION OF THIS CONSTITUTION

Any dispute or issue as to the intention, meaning and effect of all or any of the provisions of this Constitution, and of any by-laws, Rules and Regulations under this Constitution, shall be referred for decision to a Constitutional sub-committee formed in terms of clause 14, which sub-committee shall consist of not less than three and not more than five persons. The decisions of that sub-committee shall be final and binding.

22. DISSOLUTION OR WINDING UP OF THE ASSOCIATION

22.1 The Association may be dissolved or wound-up at a General Meeting upon a majority vote of 75% (seventy five percent) of the members who are present and entitled to vote and of Honorary Life Members who are present in person at such general meeting, provided that not less than 6 (six) weeks written notification of such meeting and of any resolution aimed at dissolving or winding-up the Association shall have been given to Members.

22.2 Upon the dissolution or winding-up of the Association, all the property and assets of the Association, after payment of all monies owing to any third parties, shall be transferred free of compensation to any other Association/s or organization/s having objects similar to the Association, at the discretion of members.