

Est. 1960

CONSTITUTION

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1. NAME

The name of the Club is Savages Athletic Club. The name may be changed only if so resolved at a General Meeting in terms of clause 18.1, provided that the name may be changed at the discretion of the Committee in order to include the name of a major sponsor of the Club.

2. OBJECTIVES

The objectives of the Club are:

- 2.1. to develop and foster the sport of athletics among its Members;
- 2.2. to organise road races, cross-country races, and other sporting events;
- 2.3. to generate Club spirit;
- 2.4. to offer coaching and training facilities to Members;
- 2.5. to provide Clubhouse facilities;
- 2.6. to enter into agreements with sponsors in order to raise funds and/or to benefit the Club;
- 2.7. to provide sponsorship and other financial or material benefits to Members;
- 2.8. to select athletes to represent the Club in athletic and other sports meetings, races and events and, where possible, to contribute towards their expenses;
- 2.9. to affiliate to KwaZulu-Natal Athletics, the organisation having jurisdiction over athletics in KwaZulu-Natal (referred to in this constitution as KZNA) or to any other Organisation having jurisdiction over athletics or over other related sports;
- 2.10. To collect subscriptions and levies;
- 2.11. to collect licence fees and other amounts payable to KZNA, or to any other organisation referred to in clause 2.9, and to distribute licences, permits or other authorities to Members on behalf of KZNA or the other Organisation;

- 2.12. to assist in the organisation of representative athletic and other sports meetings and events;
- 2.13. to keep and preserve Club records and maintain a Membership Register;
- 2.14. to acquire, lease, deal with and dispose of movable and immovable property;
- 2.15. generally, to do whatever is considered necessary or desirable to attain the above objects or to further the interests of the Club.

3. AFFILIATION, RECIPROCITY AND AGREEMENTS WITH OTHER CLUBS

The Club:

- 3.1. must be affiliated to and be subject to the jurisdiction of KZNA, and/or any other Organisation referred to in clause 2.9 as is decided upon by a resolution of the Members at a Special General Meeting passed by a majority of two thirds of the Members present at the meeting;
- 3.2. may offer reciprocity to and accept reciprocity from any athletic or other sporting Club; locally, nationally and internationally;
- 3.3. may enter into agreements, combine forces or amalgamate with other Clubs in order to promote the interests of the Club or to attain its objects.

4. DOMICILIUM

The Domicilium or permanent home of the Club shall be at such place determined from time to time by the Club but will be situated within the magisterial district of Durban.

5. COLOURS

The Club colours are a zebra print type vest with the Savages logo across the chest and black shorts. The colours may be changed from time to time if decided upon at a General Meeting of the Club in terms of clause 18.1, or at the discretion of the Committee in order to include the name, logo and colours of a sponsor of the Club.

6. MEMBERSHIP

6.1. ELIGIBILITY

- 6.1.1. Membership of the Club shall be open to all persons who are willing to fulfil the objectives of the Club and to abide by its constitution, irrespective of race, creed, ethnicity or religious persuasion.

6.2. CLASSES OF MEMBERSHIP

- 6.2.1. Honorary Life President – An Honorary Life President may only be elected at an Annual General Meeting of the Club, provided notice of the election is included in the agenda of the meeting. The motivation and proposal for the election of an Honorary Life President, signed by 10 (ten) members in good standing must be received by the Secretary not less than 28 (twenty eight) days prior to the meeting. In order to be elected, a candidate must have Committee approval and obtain three-quarters of the votes of members who are present at the meeting.
- 6.2.2. Honorary Life Member – An Honorary Life Member may only be elected at an Annual General Meeting of the Club, provided notice of the election is included in the agenda of the meeting. The motivation and proposal for the election of an Honorary Life Member, signed by 10 (ten) members in good standing, must be received by the Secretary not less than 28 (twenty eight) days prior to the meeting. In order to be elected, a candidate must have Committee approval and obtain a simple majority vote of Members who are present at the meeting. To qualify for Honorary Life Membership, a candidate must meet at least 1 (one) of the following criteria:
- 6.2.2.1. the candidate must have served on the General Committee of the Club for a period or periods totalling not less than 10 (ten) years, and in the opinion of those present at the Annual General Meeting, the nominee must have performed a deed or service, that has greatly benefitted or enhanced the Club. The candidate must have been a Member of the Club during that period;
- 6.2.2.2. the candidate must have served on the General Committee of the Club and as an elected representative on the Executive Committee of KZNA or its predecessors as the governing body of athletics in KwaZulu-Natal, for a combined period of not less than 10 (ten) years. The candidate must have been a Member of the Club during that period;

- 6.2.2.3. the candidate must have served on the Committee of KZNA or its predecessor as set out above, or has served athletics in KwaZulu-Natal in an official capacity for a sufficiently long period of time or with such distinction that the Members at the meeting consider that the service warrants recognition. The candidate must have been a Member of the Club during that period;
- 6.2.2.4. the candidate must have contributed significantly to the reputation and prestige of the Club by virtue of their athletic achievements. The candidate must have been a Member of the Club during that period.
- 6.2.3. Meritorious Member – Can only be awarded at an Annual General Meeting on nomination by the Committee and approval by the meeting to a person who has served the interests of the sport and or the Club, for a sufficiently long period or with such distinction that the meeting considers that the service warrants recognition. This Membership can be afforded to a serving or past Member.
- 6.2.4. Senior Member – Any member of the Club not being a Junior and not falling into any other class defined in this constitution shall be a Senior Member.
- 6.2.5. Junior Member - A Junior Member is under 20 (twenty) on 31st December in the year of competition.
- 6.2.6. Country Member – Any Member residing outside a radius of 80 (eighty) kilometres of the Domicilium of the Club within the province of KwaZulu-Natal shall be entitled to be a Country Member.
- 6.2.7. Social Member – Any person can apply to the Committee for Social Membership. If approved, such Member will not be allowed to hold a licence issued by ASA/KZNA and will not be allowed to participate in licensed athletics events but will be entitled to all other benefits of Membership of the Club.
- 6.2.8. Over 70 Years Old Member – Any member 70 (seventy) years or older, having been a Member in good standing for not less than 2 (two) years, will qualify for this category of Membership and the attendant benefits of such Membership.

6.2.9. Family Members – A family comprising:

- 6.2.9.1. a married couple and each of their children under the age of 19 (nineteen) years; or
- 6.2.9.2. a single parent and each of his or her children under the age of 19 (nineteen) years; or
- 6.2.9.3. a married couple without children under the age of 19 (nineteen) years;

shall qualify as family Members and shall be entitled to the benefits of such Membership.

6.3. APPLICATION FOR MEMBERSHIP

- 6.3.1. Applications for Membership as a Senior, Junior, Family, Social, Country or Over 70 (seventy) Years Old Member shall be made on the prescribed application form which must be signed by the applicant and lodged with the Secretary. A clearance letter must be submitted with the Membership application, should a person have previously belonged to a running club in any province.
- 6.3.2. The Committee shall be empowered to accept or reject applications for Membership and will not be obliged to furnish reasons for its decision.
- 6.3.3. The application must on receipt be forwarded to a Committee Member tasked by the Committee to scrutinize applications.
- 6.3.4. The delegated Committee Member must within 5 (five) working days of receipt by him or her of the application make the necessary enquiries about the applicant and decide whether or not the applicant is in his or her opinion worthy of Membership of the Club in whatever category application has been made.
- 6.3.5. The Committee Member must then advise the Committee of his or her recommendation and where suitable give reasons. This can be done either by email or by telephone, provided that the Chairman can confirm with reasonable certainty that all Committee Members have been properly notified.

- 6.3.6. Committee Members will have 48 (forty eight) hours in which to consider the application and to communicate whether or not they have any objections to the application. Provided no objections are received, and a majority of the Committee Members have responded, after the 48 (forty eight) hour period has passed, the application will be approved.
- 6.3.7. In the event that an objection is received, a Committee Meeting must be convened to consider and decide on the application.
- 6.3.8. Should no objections be received, the application can be processed by the Secretary.
- 6.3.9. All Members will be entitled to annual Membership, which will run concurrently with the KZNA year from 1st January to 31st December each year.
- 6.3.10. Membership automatically renews on the 1st January each year.
- 6.3.11. The rights, duties and privileges of any Membership of the Club shall only become effective after payment of the relevant annual subscription and licence fees.

6.4. RESIGNATIONS

- 6.4.1. A Member wishing to resign must give one calendar months' notice in writing to the Secretary and must pay all monies due by that Member to the Club and return any Club property in the Member's possession.
- 6.4.2. Upon compliance with the provisions of the preceding paragraph, the Secretary shall be empowered to accept the resignation of the Member and to furnish the required clearance.
- 6.4.3. A Member who fails to comply with the resignation formalities may be reported to KZNA, and other athletic Clubs affiliated to KZNA, to whom the resigned Member may seek Membership.

6.5. MEMBERSHIP RIGHTS

- 6.5.1. Members are prohibited from transferring the rights or entitlements afforded to them by virtue of their membership to any other party.

7. SUBSCRIPTIONS AND ENTRANCE FEES

- 7.1. Subscription fees for the forthcoming year shall be proposed by the General Committee and shall be approved or varied by Members at the Annual General Meeting.
- 7.1.1. The Club shall also collect from its Members all licence fees and dues payable to KZNA or to any other organisation referred to in clause 2.9.
- 7.1.2. The Club shall be entitled to impose special levies upon Members, provided the special levy is approved at an Annual or Special General Meeting of the Club. The notice of the meeting shall make reference to the proposal to impose a special levy.
- 7.1.3. Within 14 (fourteen) days of the Annual General Meeting or a Special General Meeting referred to in clause 12 or clause 13 the Secretary shall send a statement of account to all Members setting out the Club subscription fees, licence fees and/or other amount/s due and stating the date on which payment is or became due.
- 7.1.4. A Member who has not paid the Club subscription fees or amount due in terms of the statement referred to in clause 7.1.3 within a period of 90 (ninety) days after due date shall be regarded as not being in good standing and will have his or her Membership terminated. The Secretary will notify the member in writing of the termination. All privileges of Membership will be withdrawn. No clearance letter will be given to that Member until all arrears have been paid and any Club property in the Member's possession is returned.
- 7.1.5. A Member whose Membership has been terminated and who wishes to rejoin the Club will be required to pay all arrears, and to follow the standard application procedures.
- 7.1.6. The General Committee shall have discretionary power to relax the normal requirements regarding payment of subscriptions and other Club dues in the following circumstances:
- 7.1.6.1. where a new Member joins the Club more than 6 (six) months after commencement of the subscription year the subscription fee payable may be on a pro rata basis at the Committee's discretion;
- 7.1.6.2. in bona fide indigent cases or upon good cause being shown the subscription and other amounts payable by a Member may be reduced, or the time for payment extended;

- 7.1.6.3. provided that the minimum subscription payable will not be less than R100.00 (One Hundred Rand).
- 7.2.1. All Members elected to the Committee, will be exempt from paying Club Subscriptions for as long as they are actively involved in Committee affairs or have not resigned from the Committee during the Club year. All Committee Members will be responsible for payment of their ASA/KZNA licence fees.
- 7.2.2. Social Members shall pay a subscription fee equivalent to not less than 60% (sixty percent) of the current annual subscription fee payable by a Senior Member.
- 7.2.3. Over 70 Years Old Members shall not be liable to pay an annual subscription fee, but must pay the annual licence fee stipulated by ASA/KZNA.
- 7.2.4. Family Members shall be liable to pay full ASA/KZNA licence fees applicable to their category of Membership, and the annual subscription fee as follows:
- 7.2.4.1. first or single parent: 100% (one hundred percent) of Senior Member subscription fee;
- 7.2.4.2. spouse: 50% (fifty percent) of Senior Member subscription fee;
- 7.2.4.3. each child qualifying for Junior Membership: 25% (twenty five percent) of Senior Member subscription fee.
- 7.2.5. Junior Members shall pay a subscription fee equivalent to 33.33% (thirty three point three three percent) of Senior Member subscription fee, and full ASA/KZNA Junior licence fee.
- 7.2.6. Country Members shall pay a subscription fee equivalent to 50% (fifty percent) of Senior Member subscription fee, and full ASA/KZNA Senior licence fee.
- 7.2.7. Honorary Members classified in clauses 6.2.1 and 6.2.2 will not be required to pay a subscription fee or for an ASA/KZNA licence fee should they require one.

- 7.2.8. Meritorious Members classified in clause 6.2.3 will not be required to pay a subscription fee or for an ASA/KZNA licence fee should they require one.
- 7.3. The annual subscription and ASA/KZNA licence fees are non-refundable.
- 7.4. Senior Members will include any Member who may pay a reduced Membership fee as an 'Assisted Member' due to their financial status, at the absolute discretion of the Committee.

8. COMMITTEE MEMBERS AND CLUB OFFICIALS

- 8.1. The administration of the Club shall be entrusted to a General Committee comprising the following Members who shall be elected at the Annual General Meeting for a period of 1 (one) year commencing at the conclusion of the Annual General Meeting and terminating at the conclusion of the next Annual General Meeting:
- i. Chairperson;
 - ii. Vice-Chairperson;
 - iii. Secretary;
 - iv. Treasurer;
 - v. 5 (five) Committee Members.
- 8.2. If no Member accepts proposal for nomination of any position under i, ii, iii, iv above at the AGM, then the elected Members of the Committee, at their first Committee Meeting, to be held within a month of the AGM, will be permitted to elect persons to fill these positions from the serving Committee Members, or failing which, in the case of the Secretary or Treasurer, the Committee can co-opt Members to fill these positions.
- 8.3. The General Committee shall have power to co-opt a Member to fill a specific role on the General Committee.
- 8.4. The General Committee may delegate certain of its powers to Sub-Committees.
- 8.5. Committee Members may be allocated portfolios by the Chairperson.

- 8.6. There shall, in addition to the General Committee be an Executive which shall consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary and 1 (one) other Committee Member, appointed by the General Committee at its first meeting after the Annual General Meeting.
- 8.7. There shall, in addition to the General Committee be a Sub-Committee which shall consist of the Chairperson, Vice-Chairperson and 2 (two) Committee Members, appointed by the General Committee at its first meeting after the Annual General Meeting to deal with disciplinary matters.
- 8.8. All members excluding any Junior Members of the Club are eligible for election to the General Committee.
- 8.9. The General Committee shall endeavour to appoint coaches, Club captains and other administrators or officials for such periods as are considered suitable.
- 8.10. The General Committee may also appoint an Administrative Officer to serve either gratuitously or at an agreed remuneration. Where an Administrative Officer has been appointed, the requirement that there is a Secretary or a Treasurer may be dispensed with, and the functions of those officials may be assumed by the Administrative Officer.
- 8.11. Elections shall be held annually and the term of office of the elected General Committee Members shall be 2 (two) years, the object being that –
 - 8.11.1. the election of General Committee Members will be staggered so that, at the AGM in every 'odd year' there will be 4 (four) Members to be elected to fill the vacancies arising from the terms which expire at that AGM and, at the AGM every 'even year', there will be elections for 5 (five) Members to fill the vacancies occurring due to the terms which expire at that AGM;
 - 8.11.2. as far as possible, the General Committee will have 9 (nine) elected members, with all elections being for a 2 (two) year term of office.

9. COMMITTEE MEETINGS

- 9.1. The Committee shall meet at least once every 2 (two) months, commencing not more than 1 (one) month after the AGM, and meetings shall be convened by the Secretary.

- 9.2. Additional meetings shall be convened by the Secretary if requested by the Chairperson or by 2 (two) Committee Members. The Secretary shall be given not less than 7 (seven) days' notice of the meeting which is to be convened.
- 9.3. A quorum at a meeting of the General Committee will be 50% (fifty percent).
- 9.4. The Chairperson shall preside at General Committee Meetings. In the absence of the Chairperson, the Vice-Chairperson shall preside and in the absence of the Vice-Chairperson, an Acting Chairperson shall be elected from among the Committee Members present.
- 9.5. Each Committee Member shall have 1 (one) vote, except the Chairperson, who will have a deciding vote as well as his normal vote. Voting shall be by a show of hands unless a secret ballot is requested by any Committee Member. Proxies shall not be permitted.
- 9.6. A Committee Member who fails to attend 2 (two) Committee Meetings without advancing good cause and/or without giving notice of such non-attendance to the Secretary, and, after having written notice from the Secretary, misses a further meeting, will be removed from the Committee.
- 9.7. Sub-Committee Meetings shall mutatis mutandis be regulated in the same manner as General Committee Meetings.
- 9.8. Committee Meetings may be conducted by telephone or any other method, if the method:
 - 9.8.1. is accessible to all Committee Members and other persons entitled to attend the meeting;
 - 9.8.2. permits all persons participating in the meeting to communicate with each other during the meeting; and
 - 9.8.3. permits the Chairperson of the meeting to confirm with reasonable certainty the identity of the participants.
- 9.9. Minutes must be taken at every Committee Meeting, a copy of which shall be distributed to Members of the Committee.
- 9.10. The Chairperson shall sign approved minutes of every Committee Meeting, a copy of which shall be contained in the Club's Minute Book.

10. FINANCE

- 10.1. The financial year of the Club shall run from 1st October to 30th September every year.
- 10.2. The finances of the Club will be controlled by the Treasurer, or, if there is no Treasurer, by a Sub-Committee nominated by the General Committee.
- 10.3. All expenditure shall be approved by the General Committee or by the Executive and the approval shall be minuted, provided that the approval by the Executive shall be ratified at the next General Committee Meeting.
- 10.4. The Club shall have power to invest Club funds and to operate accounts with registered banks.
- 10.5. Any bank or other financial accounts in the name of the Club shall be operated by any 2 (two) of the Members of the Executive.
- 10.6. No officer of the Club shall receive any money on its behalf without giving an official receipt, therefore.
- 10.7. An annual statement of the financial affairs of the Club consisting of a balance sheet and statement of income and expenditure and the Treasurer's report shall be submitted by the Treasurer to the Annual General Meeting for approval.
- 10.8. The Club is a Non-Profit Organisation and no part of its income shall be divided or distributed amongst its Members, or Committee;
- 10.9. The Club will have power to borrow money and enter into credit or money lending agreements and to offer as security a pledge, cession or mortgage of its movable or immovable assets. Any loan or money lending or credit agreement for an amount exceeding R20 000,00 (Twenty Thousand Rand) must be sanctioned by Members at an Annual or Special General Meeting.

11. ANNUAL GENERAL MEETING

- 11.1. The Annual General Meeting of the Club shall be held in the month of November.
- 11.2. The Secretary shall give not less than 21 (twenty one) days written notice of the meeting to each Member.

- 11.3. Any bona fide failure to give proper notice to a Member shall not invalidate the meeting.
- 11.4. The notice of meeting will be accompanied by an agenda setting out the business to be dealt with at the meeting and which shall itemise any special business, a nomination form for the election of office bearers and the financial statements referred to in clause 11.6.
- 11.5. The following business shall be dealt with at the meeting:
- i. Apologies;
 - ii. Adoption of previous minutes;
 - iii. Matters arising;
 - iv. Chairperson's report;
 - v. Treasurer's report;
 - vi. Special business;
 - vii. Election of office-bearers;
 - viii. Appointment of auditors;
 - ix. General.
- 11.6. 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. Should there be insufficient nominations, nominations may be invited and accepted from the floor. A nominee for either of the offices of Chairperson or Vice-Chairperson who is unsuccessful will automatically be included amongst the nominees for election as a Committee Member.
- 11.7. A quorum at the meeting shall be 10% (ten percent) of the total membership of good standing who are present, but not less than 15 (fifteen), and entitled to vote. Proxies shall not be permitted.
- 11.8. If a quorum is not present the meeting will be adjourned to a date at a time and venue to be agreed upon at the meeting. Those present at the subsequent meeting shall constitute a quorum.

- 11.9. The Chairperson may with the consent of the meeting adjourn a meeting to a date at a time and venue agreed upon at the meeting. Only unfinished business may be considered at the subsequent meeting.
- 11.10. The Chairperson will preside at the meeting, and, failing the Chairperson, the Vice-Chairperson will preside. If the Vice-Chairperson is likewise unavailable, the General Committee will elect one of their number to preside. The substitute Chairperson of the meeting will not have a casting vote.
- 11.11. All resolutions at the meeting excluding those referred to in clause 11.12. will be decided on a show of hands, unless a poll is requested by any Member present and entitled to vote. The election of office-bearers shall be determined in a like manner.
- 11.12. Persons under consideration for Honorary or Meritorious Memberships should be recused from the meeting and votes done on paper.
- 11.13. Notice of any special business to be raised at the meeting must be lodged with the Secretary 14 (fourteen) days prior to notice of the meeting. Special business not lodged timeously may not be voted on but may be raised under general.

12. SPECIAL GENERAL MEETING

12.1. A Special General Meeting shall be convened by the Secretary if so, requested by either:

- i. the Chairperson;
- ii. 2 (two) Committee Members;
- iii. 10 (ten) Club Members;

Or, if required in terms of clause 15.3

- 12.2. The request shall be in writing and shall clearly and concisely set out the nature of the business to be dealt with at the meeting.
- 12.3. Where a date for the meeting is prescribed, not less than 14 (fourteen) days' notice of the meeting shall be given to the Secretary,

- 12.4. The Secretary shall within 7 (seven) days of the request for a meeting send notice thereof to all Members, which notice, or an agenda accompanying the notice shall set out the matters to be dealt with at the meeting,
- 12.5. Shorter notice of the meeting may be given (both to the Secretary and to Members) in cases of urgency, provided proper notice is sent out to all Members and provided further that 90% (ninety percent) of all Members present at the meeting and entitled to vote approve the short notice.
- 12.6. The procedures to be followed in respect of Annual General Meetings as set out in clause 12 shall mutatis mutandis apply to Special General Meetings.

13. ASSETS

- 13.1. All property of the Club, whether movable or immovable shall vest in and where necessary be registered in the name of 'The Trustees of Savages Athletic Club'. The Trustees shall be the Executive of the Club and they shall not be required to file security for the due fulfilment of the office of Trustee.
- 13.2. The Chairperson and Vice-Chairperson of the Club shall have authority to sign any leases, deeds, bonds, acknowledgements, agreements or any other similar documents on behalf of the Club provided they are authorised to do so by a signed resolution of the General Committee or at an Annual or Special General Meeting or otherwise in terms of this constitution.
- 13.3. The Club is empowered, in the name of the Trustees, to enter into lease agreements and to acquire movable and immovable property by means of purchase, grant, donation, bequest, or any other manner and to deal with, develop and improve property and to dispose of property by means of sale, donation, or any other form of alienation. The Club is also authorised to provide security for its debts or obligations by way of mortgage, pledge or cession. Any transaction described in this clause having a value in excess of R20 000,00 (Twenty Thousand Rand) will require the sanction of Members at a an Annual or Special General Meeting.
- 13.4. A resolution signed by the Secretary of a meeting of Trustees will be sufficient proof of the identity of the persons holding office for the time being of Chairperson and Vice-Chairperson of the Club.

14. DISCIPLINARY ACTION

Other than in the circumstances set out in clause 7.1.4, the Disciplinary Sub-Committee shall be entitled to expel or suspend the Membership of any Member, who, in opinion of the Disciplinary Sub-Committee has infringed the constitution, failed to uphold the objects of the Club or has brought the Club into disrepute, provided:

- 14.1. the Member concerned will be given advance notice of the meeting of the Disciplinary Sub-Committee at which the Member's conduct will be considered and will be entitled to address the meeting and to be represented at the meeting by another Member in good standing with the Club;
- 14.2. The decision shall be communicated to the General Committee;
- 14.3. Members who have been found guilty of any offence by the Disciplinary Sub-Committee will have the right of appeal to an independent person who is acceptable by both parties, failing which an independent arbitrator will be appointed by the Chairman for the time being of the Arbitration Foundation of South Africa, or of its local chapter. That decision will be final and binding;
- 14.4. in lieu of being found guilty of any offence the Disciplinary Sub-Committee may in its discretion reprimand or otherwise discipline a Member in a manner which the Committee considers appropriate;
- 14.5. disciplinary action taken against a Member shall, where considered necessary, be reported by the Secretary to KZNA or Clubs affiliated thereto or to a Sub-Association thereof;
- 14.6. the failure of a Member to abide by the rules of any Club or Association with which the Club is contractually tied or affiliated shall be deemed to be an infringement which must be dealt with under this clause, or in terms of the rules of that Club or Association or by agreement with that Club or Association.

15. LEGAL PROCEEDINGS AND INDEMNITY

- 15.1. The Club, via its Chairperson, with the authority of a Committee resolution has power to sue and be sued in the name of the Chairperson in any court of law in the Republic of South Africa. All court process, notices and the

like shall be regarded as sufficiently served upon the Club if served upon the Chairperson, provided that the Chairperson shall not be personally liable for any claim made or loss suffered.

- 15.2. The Committee Members and other officers of the Club shall be indemnified by the Club in respect of all contracts or dealings bona fide entered into or done by them on behalf of the Club with the sanction of the General Committee or otherwise in accordance with this constitution.
- 15.3. Subject to the provisions of clauses 16.1 and 16.2, the Club shall not be responsible for any damages suffered by Members in any way whatsoever and nor shall the Club be liable to recover damages on behalf of a Member.

16. LIQUOR LICENCE REQUIREMENTS

- 16.1. The Club has the right to apply for a liquor licence should one be required.
- 16.2. No profit from the sale of liquor by the Club may accrue to any individual, should the Club be in possession of a valid liquor licence.

17. ALTERATIONS TO CONSTITUTION AND MATTERS NOT PROVIDED FOR

- 17.1. This constitution may be altered or added to at an Annual or Special General Meeting properly constituted in terms of this constitution. Details of the alterations or additions will be given in the notice of the meeting and will only be effective if passed by a two-thirds majority of Members present at the meeting.
- 17.2. No proposal for the alteration or addition of the constitution shall be considered or reconsidered for a period of 12 (twelve) months after the same or a substantially similar proposal is rejected at a General Meeting.
- 17.3. The General Committee shall consider all matters not provided for in this constitution.
- 17.4. A copy of the constitution of the Club certified as correct by the Secretary shall be accepted as evidence for all purposes.
- 17.5. A copy of the Club's approved Constitution shall be kept in the Club's Minute Book.

- 17.6. Any amendment to this Constitution shall be done in accordance with the provisions of this Constitution.
- 17.7. After the amendment has been approved it shall be entered in the copy of the Constitution in the Minute Book of the Club under the signature of the Chairperson of the Club.

18. WINDING-UP

- 18.1. The Club shall be wound up if so decided by a two-thirds majority of Members present at a properly constituted Special General Meeting of the Club;
 - 18.2. The Club shall be wound up should the Membership consist of fewer than the minimum number of Ordinary Members required as stipulated in the KZNA Constitution;
 - 18.3. If upon dissolution of the Club there remain any assets after satisfaction of its debts and liabilities, such assets shall not be paid or distributed among its Members but shall be donated either:
 - 18.3.1. To any other Recreational Club which has been approved by the Commissioner South African Revenue Service in terms of section 30 A of the Act; or
 - 18.3.2. Any Public Benefit Organisation, contemplated in paragraph (a) (I) of the definition of a "Public Benefit Organisation" in section 30 (I) which has been approved in terms of section 30 (3) of the Act; or
 - 18.3.3. To any institution, board or body which is exempt from tax under the provisions of section 10 (1) (cA) (i), which has as its sole or principle object the carrying on of any public benefit activity; or
 - 18.3.4. The Government of the Republic in the national, provincial or local sphere, contemplated in section 10 (1) (a) of the Act.
- as may be decided on by the Members of the Club, or in default of such a decision, by the Executive Committee of KZNA or its legal successors.

19. TAX EXEMPTION

In compliance with section 30 A of the Income Tax Act No. 58 of 1962, as amended:

- 19.1. the activities of the Club must be carried out in a non-profit manner. They should be conducted so as to recover the reasonable direct and indirect costs of the Club and to make reasonable provision for anticipated future costs.
- 19.2. the Club is prohibited from directly and indirectly distributing its assets to any person other than in terms of clause 19.2.
- 19.3. the Club may not pay any remuneration to any person which is excessive, regard being had to what is generally considered to be reasonable in the sector in which the Club operates and in relation to the service rendered. No remuneration may be determined as a percentage of any amounts received by, or accrued to the Club.
- 19.4. all Members are entitled to Annual Membership of the Club.
- 19.5. no single person may have the ability or authority to directly or indirectly control the decision-making powers of the Club. At least 3 (three) persons, who are unconnected persons in relation to each other, comprising any of the Executive Committee members of the Club, must at all times accept fiduciary responsibility for the Club.
- 19.6. members are prohibited from selling their membership rights or any entitlement in terms of those rights.
- 19.7. copies of all amendments to the constitution, or any other written instrument under which the Club is established, must be submitted to the Commissioner of the South African Revenue Service.
- 19.8. the Club is not knowingly to be a party to, or must not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have become payable by any person under the Income Tax Act No. 58 of 1962, as amended, or under any other act administered by the Commissioner of the South African Revenue Service.


This is the official Constitution of Savages Athletic Club, and includes amendments in terms of the directive of the Members given at the Special General Meeting of the Club held on 30 MARCH 2021 at DURBAN.

Signed on behalf of the Savages Committee in Durban on:

5 (day) MAY (month) 2021 (year)

Secretary:  J. Ro

Vice-Chairperson:  J. Ford

Chairperson:  A. Lawson