

# Constitution of Disc Golf South Africa

## 1. NAME

1.1 The name of the Association is Disc Golf South Africa (hereinafter referred to as “DGSA” or “the Association”).

## 2. OBJECTIVE

2.1 The objective of the Association shall be to develop, promote, advance and control the sport of Disc Golf in the Republic of South Africa (“RSA”). In furtherance of that objective the Association will:

- 2.1.1 Affiliate to such national and international sporting bodies as may be considered appropriate;
- 2.1.2 Publicise and promote the sport of disc golf in order to create awareness thereof and to increase participation in the sport across all age groups and sectors of the South African public;
- 2.1.3 Promote the construction of disc golf facilities through RSA;
- 2.1.4 Arrange national championships, tournaments, and leagues as considered appropriate;
- 2.1.5 Assist and encourage the participation of members in national and international disc golf events; and
- 2.1.6 Promote and enforce the Disc Golfers’ Code and official disc golf rules as published by the Professional Disc Golf Association (“PDGA”) from time to time.

## 3. LEGAL STATUS

3.1 The Association is a not-for-profit voluntary association of members, a body corporate with its own legal identity and existence, which is distinct and separate from its individual members.

3.2 The Association shall continue to exist even if its members or office bearers change. The Association may own property, enter into contracts, and sue or be sued in its own name.

## 4. NON-PROFIT DISTRIBUTING CHARACTER

4.1 The income and property of the Association shall be used solely for the promotion of its stated objective.

4.2 The members and the office bearers shall have no rights to the income, property or other assets of the Association solely by virtue of them being members or office-bearers.

4.3 No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Association or Management Committee, except as:

- 4.3.1 reasonable compensation for services actually rendered to the Association; or
- 4.3.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.

## **5. POWERS**

- 5.1 The Association shall have the same powers as that of a company under the Companies Act (Act 71 of 2008, as amended).

## **6. MANAGEMENT OF THE ASSOCIATION**

### **6.1 Powers**

- 6.1.1 The affairs of the Association shall be managed and controlled by the Management Committee, in accordance with this Constitution and any direction given by the members at a General Meeting.
- 6.1.2 The Management Committee may exercise all the powers of the Association, including but not limited to, the General Investment and Administrative Powers set out in the attached Schedule A.

### **6.2 Election of Management Committee**

- 6.2.1 The members of the first Management Committee shall be elected at the General Meeting at which this Constitution is adopted and shall hold office until the first Annual General Meeting after such appointment, at which all of them shall resign.
- 6.2.2 At the first Annual General Meeting, a new Management Committee shall be elected. Thereafter, a new Management Committee shall be elected at each succeeding Annual General Meeting.
- 6.2.3 Resigning Management Committee members shall be eligible for re-election or co-option.

### **6.3 Composition**

- 6.3.1 The Management Committee must be comprised of a minimum of three (3) but not more than ten (10) members.
- 6.3.2 Only members of the Association may be elected onto the Management Committee.
- 6.3.3 The Management Committee shall consist of the following positions:
- 6.3.3.1 the Chairperson;
  - 6.3.3.2 the Treasurer;
  - 6.3.3.3 the Secretary; and
  - 6.3.3.4 no more than seven (7) other persons.
- 6.3.4 In addition, the Management Committee may co-opt additional non-voting members as it may consider appropriate from time to time. The co-opted members shall serve for such period and purpose as the Management Committee considers appropriate.

### **6.4 Management Committee Member Vacating Office**

- 6.4.1 The office of a Management Committee member shall be vacated if a member:
- 6.4.1.1 dies or resigns;
  - 6.4.1.2 becomes unfit and/or incapable of acting as such;

- 6.4.1.3 would be disqualified, in terms of the Companies Act (Act 71 of 2008), as amended, or equivalent legislation in force from time to time, from acting as a Director of a Company; or
- 6.4.1.4 is removed by the Management Committee, by resolution adopted by at least two-thirds (2/3) of its members in office from time to time, being not less than the required minimum of three (3).
- 6.4.2 Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted by at least two-thirds (2/3) of its members, may (and if the vacancy reduces the number of members to less than three (3), shall, as soon as is reasonably possible) co-opt a member/s to fill the vacancy/ies. Such co-opted member shall hold office until the next Annual General Meeting.

## **7. MEETING PROCEDURES**

### **7.1 Management Committee Meetings**

- 7.1.1 The Management Committee shall conduct its meetings and regulate its proceedings as it sees fit, subject to the following:
- 7.1.1.1 The Chairperson, or in his or her absence, the Treasurer, shall chair all meetings of the Management Committee which he or she attends. In the absence of the Chairperson and the Treasurer, the remaining members of the Management Committee shall elect a chairperson from those attending.
- 7.1.1.2 The Chairperson shall convene a meeting of the Management Committee at least quarterly, or at the request of any two (2) members of the Management Committee.
- 7.1.1.3 The quorum necessary for the transaction of any business by the Management Committee shall be a majority of the Management Committee members serving at any given time.
- 7.1.1.4 If a quorum is not present within fifteen (15) minutes of the appointed time of the meeting, the meeting will be adjourned to another date within fourteen (14) days thereof. If no quorum is present at the reconvened meeting within fifteen (15) minutes of the appointed time, the members present shall be deemed to constitute a quorum for that meeting.
- 7.1.1.5 At meetings of the Management Committee each member shall have one (1) vote.
- 7.1.1.6 A majority of the votes cast on a resolution is sufficient to approve that resolution. In the case of a tied vote the matter being voted on shall fail.
- 7.1.1.7 Proper minutes shall be kept of the proceedings of the Management Committee, including a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting and shall be available at all times for inspection or copying by any member of the Management Committee, on two (2) days' written notice to the Secretary, by any member of the Association.
- 7.1.1.8 A resolution signed by the requisite number of members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee. Any such resolution will be deemed to have been passed on the date on which it was signed by or on behalf of the member who signed it last.
- 7.1.1.9 A register of resolutions shall be established and maintained up to date.
- 7.1.2 The Management Committee may delegate any of its powers to a special purpose committee. The committee to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.

- 7.1.3 The Management Committee may appoint a Chief Executive and other officers and employees as it may consider necessary from time to time, upon such terms and conditions as it may consider appropriate.
- 7.1.4 Any actual, potential or perceived conflict of interest on the part of any member of the Management Committee, on a matter pertaining to the Association, shall be disclosed prior to any discussion on such matter. Such member may be requested to state his/her position in the matter or to respond to pertinent questions, but shall not be permitted to vote, or use his/her influence, in the matter.

## **7.2 Annual General Meetings**

- 7.2.1 An Annual General Meeting of the Association shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within three (3) months of the end of each financial year.
- 7.2.2 Annual General Meetings shall be convened by the Chairperson on not less than fourteen (14) days' prior written notice to all members. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 7.2.3 The business of an Annual General Meeting shall be comprised of:
  - 7.2.3.1 the presentation of the Annual Report of the Chairperson;
  - 7.2.3.2 the presentation of the Annual Financial Statements and budget for the following year;
  - 7.2.3.3 the election of members to serve on the Management Committee for the following year;
  - 7.2.3.4 other matters as may be considered appropriate.

## **7.3 Extraordinary General Meetings**

- 7.3.1 An Extraordinary General Meeting of the Association, to transact business of a special nature, may be convened at any time by the Management Committee on not less than twenty-one (21) days' prior written notice to all members. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.

## **7.4 Other General Meetings**

- 7.4.1 Other General Meetings of the Association may be convened at any time by the Management Committee or at the written request of the lesser of one quarter (1/4) of the current membership or ten (10) members of the Association.
- 7.4.2 Any General Meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days' written notice to all members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting, provided that should the Chairperson, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting.

## **7.5 Quorum**

- 7.5.1 A quorum for any General Meeting of the Association (including the Annual General Meeting and Extraordinary General Meeting) shall be the lesser of:
  - 7.5.1.1 ten (10) paid-up members; or

7.5.1.2 one quarter (1/4) of the current paid-up membership.

7.5.2 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented by proxy shall be deemed to constitute a quorum.

## **7.6 Resolutions and Voting**

7.6.1 Only paid-up members of the Association are entitled to vote at any General Meeting.

7.6.2 At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the members voting in person or by proxy. The result of the vote shall be the resolution of the meeting.

7.6.3 Each member present or represented at such meeting shall be entitled to one (1) vote.

7.6.4 For an ordinary resolution to pass it must be approved by a majority of votes cast, with abstentions not counted.

## **7.7 Minutes**

7.7.1 Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting and shall be available for inspection or copying by any member on two (2) days' written notice to the Secretary or his or her deputy.

## **7.8 Notices**

7.8.1 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by prepaid post (to the last address notified by each member), or sent by email (to the last email address notified by each member), or in any other manner as the Management Committee may decide from time to time.

7.8.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

7.8.3 A member present in person at any meeting shall be deemed to have received notice of such meeting.

7.8.4 If posted, notices shall be deemed to have been received seven (7) days after posting. If emailed or sent via other electronic communication means, notices shall be deemed to have been received on the day of sending.

## **8. MEMBERSHIP**

8.1 Membership of the Association is open to all persons of the age of eighteen (18) years and above.

8.2 The membership of the Association will initially consist of individual natural persons. At a later stage, as participation in the sport grows, this may, at the discretion of the Management Committee, be extended to permit membership of groupings such as disc golf clubs, regions, etc.

- 8.3 The initial membership shall be those persons whose names and signatures appear on the attached Schedule B.
- 8.4 The Management Committee may admit further members into the Association from time to time, subject to due compliance with any conditions and criteria of membership (including payment of membership fees) which the Management Committee may stipulate from time to time. Applications that do not comply with such conditions or criteria may be refused by the Management Committee.
- 8.5 Membership automatically terminates upon the death of a natural member, or upon receipt of a letter of resignation from a member.
- 8.6 If a member of the Association fails to comply with any of the provisions of this Constitution, has membership fees in arrears for a period of three (3) months or more, or conducts himself or herself in any manner considered to be unbecoming, injurious or prejudicial to the character or interests of the Association, the Management Committee has the right to suspend or terminate that member's membership. In such instance, the Management Committee may suspend or terminate the membership of the member concerned provided that at least (14) fourteen days' prior written notice is given to the member in question. The notice shall invite the member to make written representations against such suspension or termination within the notice period.
- 8.7 The decision of the Management Committee to admit an applicant to membership, or to suspend or terminate a membership, shall lapse unless confirmed by a resolution of more than half of the members of the Association present, eligible to vote and voting at the next Annual General Meeting.

## **9. FINANCIAL MATTERS**

### **9.1 Bank Account**

- 9.1.1 The Management Committee shall open a bank account in the name of the Association with a registered Bank as soon as it is reasonably in a position to do so.
- 9.1.2 The Management Committee shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt, and that, to the extent possible, all financial transactions are conducted via the bank account.

### **9.2 Signatures**

- 9.2.1 Cheques and other documents requiring signature on behalf of the Association shall be signed by at least two (2) persons authorised to do so by the Management Committee.

### **9.3 Financial Year End**

- 9.3.1 The Association's financial year end shall be 31 December of each year.

### **9.4 Financial Records**

- 9.4.1 The Management Committee shall ensure that the Association keeps proper records and books of account which fairly reflect the affairs of the Association.

## **9.5 Annual Financial Statement**

- 9.5.1 The Management Committee shall ensure that the Association prepares an Annual Financial Statement for each financial year. The Annual Financial Statement shall conform with generally accepted accounting principles and shall include at least a statement of income and expenditure and a balance sheet of assets and liabilities.
- 9.5.2 Within two (2) months after drawing up the Annual Financial Statement, the Management Committee shall ensure that the Association arranges for a qualified accounting officer to certify that the annual financial statement is consistent with the financial records of the Association and that its accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements.

## **10. AMENDMENTS TO THE CONSTITUTION**

- 10.1 The terms of this Constitution, and the name of the Association, may be amended only if a special resolution proposed for this purpose is approved by more than 75% of the members present, eligible to vote and voting at a duly constituted quorate Extraordinary General Meeting.

## **11. DISSOLUTION OF THE ASSOCIATION**

- 11.1 The Association may be dissolved by resolution of no less than seventy-five percent (75%) of the members present, eligible to vote and voting at an Extraordinary General Meeting arranged for this purpose.
- 11.2 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to another non-profit organisation or public benefit organization which the Management Committee at the time (or failing which, any division of the High Court) considers appropriate and which has objectives the same as or similar to the objectives of the Association, or to a recognized charity.

## **12. MEMBERS' LIABILITY**

- 12.1 Members of the Association shall have no liability to contribute towards the payment of debts and liabilities of the Association, or the costs, charges and expenses of the winding up of the Association, except to the amount of any unpaid membership fees.

## **13. LIST OF SCHEDULES**

Schedule A – General Administrative and Investment Powers

Schedule B – Register of Initial Members Adopting This Constitution

## **SCHEDULE A**

### **GENERAL ADMINISTRATIVE AND INVESTMENT POWERS**

1. To manage the finances of the Association, which shall include:
  - 1.1 Opening and operating accounts with registered banks
  - 1.2 Investing funds
  - 1.3 Accepting donations made to the Association, either retaining them in the form in which they are received, or selling them and re-investing the proceeds
  - 1.4 Borrowing funds, and to use the property or assets of the Association as security for such borrowing as required
  - 1.5 Determining annual membership fees
  - 1.6 Pledging any property of the Association as security for the repayment of any amount
2. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Association.
3. To employ staff and hire professional and other services.
4. To develop a Code of Conduct for its members and take disciplinary action against any member in violation of such code.
5. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
  - 5.1 to purchase or acquire property and assets;
  - 5.2 to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Association;
  - 5.3 to donate and transfer the property and assets of the Association to organisations with the same or similar objectives and the same exemptions from taxes and duties as those of the Association.
  - 5.4 To execute any act or deed in any deeds registry or other public office.
6. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association.
7. To work in collaboration with other organisations or to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties as those of the Association.
8. To exercise all the management and executive powers that are normally vested in the board of directors of a company.
9. To exercise all the powers and authority of the Association in RSA and the rest of the world.



**SCHEDULE B**

**REGISTER OF INITIAL MEMBERS ADOPTING THIS CONSTITUTION**

Signed at Kyalami on this 10<sup>th</sup> day of October 2021

<b>No.</b>	<b>First Name</b>	<b>Surname</b>	<b>Signature</b>
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