

SOMERSET WEST BOWLS CLUB

CONSTITUTION

AND

BYE-LAWS

Adopted 16th May 2017

Amended 24th May 2018

Clauses 5.1, 5.2, 5.3, 5.4, 5.6.2, 5.7.1, 5.7.2, 5.7.3, 5.8.3, 10.5.5, 10.5.6, 10.5.7, 11.1.3.2, 11.1.3.3, 12.2, 20.1, 20.3.1, 20.3.2, 25.1, 25.1.1, 25.1.2, 25.1.3, 25.2, 25.3.1, 25.3.2, 25.3.3

Glossary

BSA – Bowls South Africa

WPBA – Western Province Bowls Association

SWCC – Somerset West Country Club

THE CLUB – Somerset West Bowls Club

HHBA – Hottentots Holland Bowls Association

AGM – the Annual General Meeting of THE CLUB

EXECUTIVE COMMITTEE – is the President together with the Vice-President, the Secretary, the Treasurer and the Greens Manager

VICE-PRESIDENT SUB COMMITTEE – is the Vice-President together with the Club's Competitions Secretary, the Sponsored Tournaments Secretary and the Bar Manager

SECRETARY SUB COMMITTEE – is the Secretary together with the Assistant Secretary and the Catering Manager

TREASURER SUB COMMITTEE – is the Treasurer together with the Player Liaison Officer and the Property Manager

MANAGEMENT COMMITTEE – is the EXECUTIVE COMMITTEE together with the VICE-PRESIDENT SUB COMMITTEE, the SECRETARY SUB COMMITTEE and the TREASURER SUB COMMITTEE

CLUB YEAR – 1st January to the following 31st December

SOMERSET WEST BOWLS CLUB

CONSTITUTION AND BYE-LAWS

The Constitution of the SOMERSET WEST BOWLS CLUB (hereinafter referred to as THE CLUB) governing the relationship between Members and THE CLUB and between Members *inter se*, as ratified and adopted at the Special General Meeting on 16th May 2017.

1. NAME

- 1.1 The name of THE CLUB shall be the SOMERSET WEST BOWLS CLUB.
- 1.2 The fixed assets of THE CLUB, which constitutes the land and the clubhouse, shall remain the property of the SWCC.
- 1.3 The moveable assets, funds, profits and gains of THE CLUB shall be utilised solely for investments or for THE CLUB as set out in this Constitution and shall in no circumstances be distributed to or among any person or persons save in the event of THE CLUB being dissolved or wound up as provided for in Clause 1.4 below.
- 1.4 In the event of THE CLUB being wound up for any reason whatsoever then, after payment of THE CLUB's debts and the satisfaction of its liabilities, any assets of whatever nature which might remain, excepting as provided for in Clause 1.2 above shall, following a Special General Meeting and the approval of the Board of Trustees of the SWCC, be disposed of by the EXECUTIVE COMMITTEE.
- 1.5 The MANAGEMENT COMMITTEE, as the Trustees of THE CLUB, are exonerated in their personal capacity from all and any liability providing they act *bona fide* on any instructions or mandate given to them by a General Meeting.

2. COLOURS

- 2.1 The hat shall be white with a dark maroon hatband with gold edging and insignia with "SOMERSET WEST BOWLS CLUB" on the front.
- 2.2 The pocket badge shall be that of the SOMERSET WEST BOWLS CLUB.
- 2.3 In addition to the customary white top, trousers and skirt, THE CLUB has registered navy trousers or skirt as an acceptable alternative form of attire. Trousers, shorts or skirts should be white or navy. The shirt should be white or registered club colours.

3. AFFILIATION

- 3.1 THE CLUB shall be affiliated to the WPBA and through that Association to BSA and shall conform to their Laws and Bye-Laws provided they are not in conflict with any of the provisions of the Constitution of the Republic of South Africa or any of its Laws or Regulations.

3.2 THE CLUB shall have the right to be affiliated to or become a Member of any sub-district or local Bowls Association and/or Greenkeepers' and/or Umpires' Association, provided that the Constitution and Rules of such Associations have been approved by the WPBA.

4. **VISION, MISSION, AND OBJECTIVES**

4.1 **VISION**

To be recognised as the Bowls Club of choice within the HHBA affiliate.

4.2 **MISSION**

THE CLUB's aims are to maintain its status as a friendly and competitive Bowls Club and to provide a transparent, safe and enjoyable environment that encourages all Members to achieve their full potential in order to ensure a sustainable future.

This is achieved by providing the best possible facilities in an environment that aims to foster Members' wellbeing.

THE CLUB's success will be measured by the pride its Members take in THE CLUB and the role models it produces within the Sport of Bowls and its Community.

Whilst success on the green is important, it will only be achieved within the important imperatives of fair play, teamwork and respect for others.

4.3 **OBJECTIVES**

Grow, manage and promote the Sport of Bowls.

Provide optimum facilities and amenities to ensure sustainable and enduring benefits.

Be an active and innovative participant in the Sport of Bowls, which encompasses all spectrums of the community.

Display respect and tolerance towards CLUB Members and Visitors.

5. **MEMBERSHIP**

No person shall be precluded from Membership on the grounds of Race, Gender, Religious or Political persuasion. Every Member shall be subject to and be bound by THE CLUB's Constitution, Bye-Laws, Rules and Regulations.

Membership shall consist of:

Ordinary Members

Senior Members

Associate Members

Honorary Life Members

Honorary Members

Social Members
Temporary Members
Junior Members

5.1 **ORDINARY MEMBERS**

Ordinary Members shall be those who have been duly elected and have paid the stipulated fees and dues.

Ordinary Members are entitled to the use of all of THE CLUB'S facilities subject to any legal restrictions and to represent THE CLUB in Flag, Muter and Provan League matches and Open or Closed competitions, all having regard to gender, and to participate in tabs in matches and to vote at General Meetings provided they are in good standing at THE CLUB. An Ordinary Member may serve on the MANAGEMENT COMMITTEE of THE CLUB subject to Clauses 10.5.5, 10.5.6 and 10.5.7. *(Amended 24th May 2018)*

5.2 **SENIOR MEMBERS**

Should an Ordinary Member be over the age of 80 years and have been an Ordinary Member for no less than 10 consecutive years prior to turning 80 years of age, he/she will be required to pay BSA and WPBA fees plus a reduced annual CLUB subscription fee equivalent to that of an Associate Member. A Senior Member shall be entitled to all the privileges of an Ordinary Member. A Senior Member may serve on the MANAGEMENT COMMITTEE of THE CLUB subject to Clauses 10.5.5, 10.5.6 and 10.5.7. *(Amended 24th May 2018)*

5.3 **ASSOCIATE MEMBERS**

5.3.1 Shall be Ordinary Members in good standing who have been such for a minimum period of three (3) consecutive years and who, through reasons of ill health and/or age cease to be active bowlers.

5.3.2 After an application from the prospective Member, the EXECUTIVE COMMITTEE may grant such Membership at a reduced annual Subscription. Such reduced annual Subscription shall be approved at each AGM.

5.3.3 An Associate Member shall enjoy all the rights and privileges of Ordinary Members except that he/she may not enter any Open or Closed Competitions in the name of THE CLUB and may only take part in tabs in play on an occasional basis deemed to be not more than twice (2) in any thirty (30) day period. An Associate Member may serve on the MANAGEMENT COMMITTEE of THE CLUB subject to Clauses 10.5.5, 10.5.6 and 10.5.7. *(Amended 24th May 2018)*

5.4 **HONORARY LIFE MEMBERS**

It shall be within the powers of the Members of THE CLUB at a General Meeting as a result of a resolution by the EXECUTIVE COMMITTEE, to confer Honorary Life Membership upon any Member deemed to be worthy of that honour by reason of outstanding services to THE CLUB. Honorary Life Membership shall be conferred provided that the majority of the Members of THE CLUB present or by proxy and entitled to vote at such General Meeting agree to the resolution

of the EXECUTIVE COMMITTEE. An Honorary Life Member shall enjoy all the rights and privileges of an Ordinary Member without the obligation to pay THE CLUB's annual subscription fee. An Honorary Life Member may serve on the MANAGEMENT COMMITTEE of THE CLUB subject to Clauses 10.5.5, 10.5.6 and 10.5.7. *(Amended 24th May 2018)*

5.5 HONORARY MEMBERS

5.5.1 A person who, by virtue of his/her social standing and/or services to THE CLUB, who is deemed worthy of such an honour may be declared an Honorary Member by the EXECUTIVE COMMITTEE. The term of such Membership shall be determined by the EXECUTIVE COMMITTEE.

5.5.2 An Honorary Member shall have the right to make use of THE CLUB's facilities without the liability for any CLUB subscriptions but shall have no vote at any General Meeting of THE CLUB nor shall he/she be eligible to serve on the MANAGEMENT COMMITTEE.

5.6 SOCIAL MEMBERS

5.6.1 After an application from the prospective Member, the EXECUTIVE COMMITTEE may grant such Membership at a reduced annual subscription. Such reduced annual subscription shall be approved at each AGM.

5.6.2 A Social Member shall be entitled to enjoy the social facilities of THE CLUB, but may not have use of the greens. He/she may vote at any General Meeting of THE CLUB and may serve on the MANAGEMENT COMMITTEE subject to Clauses 10.5.5, 10.5.6 and 10.5.7. *(Amended 24th May 2018)*

5.6.3 Admission procedures and annual subscriptions shall be determined by the EXECUTIVE COMMITTEE. Annual subscriptions are to be approved at each AGM.

5.7 TEMPORARY MEMBERS

5.7.1 A *bona fide* candidate for Membership of THE CLUB whose name has been posted on the clubhouse notice board shall be declared a Temporary Member until such time as his/her application has been approved by the EXECUTIVE COMMITTEE. Such Temporary Member may participate in THE CLUB's social activities and tabs in games but shall not represent THE CLUB nor be nominated or selected to represent THE CLUB in any bowls matches until such time that his/her application for membership has been approved by the EXECUTIVE COMMITTEE and he/she has paid the required fees and/or levies on a pro rata basis in terms of Clause 7.3. *(Amended 24th May 2018)*

5.7.2 A person who has not applied for Membership of THE CLUB in terms of Clause 5.7.1 but who by invitation of the Executive Committee participates in THE CLUB's social or competitive activities, may be declared a Temporary Member for the period of such invitation. *(Amended 24th May 2018)*

5.7.3 A person who is not normally resident in the area of jurisdiction of the WPBA but is on a short term visit may apply for Temporary Membership of THE CLUB at a cost calculated at fifteen

percent (15%) per month of the annual Subscription Fee applicable to Ordinary Members. Affiliation Fees for BSA and WPBA are additional costs to be borne by such Member should he/she wish to represent THE CLUB in representative matches. *(Amended 24th May 2018)*

5.8 JUNIOR MEMBERS

- 5.8.1 Junior Members shall be those persons who have been duly elected and have paid the stipulated fees and dues who are under the age of twenty five (25) years and who are *bona fide* students at an educational institution.
- 5.8.2 Junior Members shall enjoy the use of all THE CLUB's facilities subject to any legal restrictions, represent THE CLUB in Flag, Muter and Provan League matches and Open or Closed competitions, all having regard to gender and may participate in tabs in matches.
- 5.8.3 A Junior Member may vote at any General Meeting of THE CLUB and he/she will be eligible to serve on the MANAGEMENT COMMITTEE subject to Clauses 10.5.5, 10.5.6 and 10.5.7. *(Amended 24th May 2018)*
- 5.8.4 Admission procedures and Subscriptions shall be determined by the EXECUTIVE COMMITTEE. Annual Subscriptions are to be approved at each AGM.

6. ADMISSION OF MEMBERS

- 6.1 All applications for Membership shall be made on the official BSA form and the signing of such form by the applicant shall indicate acceptance of the Constitution, Bye-Laws, Rules and Regulations of THE CLUB.
- 6.2 The completed application form shall be referred to THE CLUB Secretary. This form shall be posted in the Clubhouse for fourteen (14) days, and thereafter submitted to the EXECUTIVE COMMITTEE for consideration.
- 6.3 The Proposer and Secunder on the Membership application form shall be Members of THE CLUB who are in good standing and have been Members for a minimum period of two (2) consecutive years reckoned from the date of last joining THE CLUB.
- 6.4 If the applicant is or has been a Member of any other Bowls Club affiliated to BSA, a clearance certificate from such Club shall be provided with the completed application form.
- 6.5 Any Member wishing to object to the admission of any applicant shall do so in writing within the period of the aforementioned fourteen (14) days giving reasons for such objection. The EXECUTIVE COMMITTEE shall then vote on the application and in the event of there being three (3) or more adverse votes the applicant shall not be admitted. No further applications shall be considered by the EXECUTIVE COMMITTEE from the unsuccessful applicant until the expiration of twelve (12) months from the date of rejection.

6.6 Whether or not objections are received, the EXECUTIVE COMMITTEE shall have the right to reject any applications for Membership provided such rejection does not conflict with the opening statement in Clause 5.

6.7 Should any applicant be inadvertently elected under a misrepresentation or in error, the EXECUTIVE COMMITTEE shall have the power to cancel the election.

7. FEES, SUBSCRIPTIONS AND LEVIES

7.1 Annual Subscriptions that are due and payable to BSA and WPBA on 30th November each year shall be paid to THE CLUB by Members by no later than 15th November each year in respect of the following CLUB YEAR. If such amount due remains unpaid by 15th November in the year that it is due, the EXECUTIVE COMMITTEE may declare a Member a defaulter and such Member will be removed from THE CLUB's Membership unless arrangements acceptable to the EXECUTIVE COMMITTEE have been made by the relevant Member.

7.2 Annual CLUB Subscriptions shall be for the CLUB YEAR and shall become due and payable by no later than 28th February each year or one (1) month following the date on which relevant invoices are made available by the Treasurer, either electronically and/or on paper, whichever is the later. If a CLUB Subscription remains unpaid by a Member by due date, the EXECUTIVE COMMITTEE may, at its discretion, exclude such Member from all CLUB rights and privileges until such time as the Subscription is paid. The EXECUTIVE COMMITTEE may, at its discretion, agree to grant such Member an extension of time to pay the amount due either in full or in instalments. Such extension of time may not exceed three (3) months from due date. If the amount due by a Member remains unpaid by the extended date, such Member will be declared a defaulter and will be removed from THE CLUB's Membership.

7.3 Members joining at any time during the CLUB YEAR shall be liable for any entry fees or levies which may be applicable on a pro rata basis.

7.4 Locker fees, green fees and visitors' green fees shall be determined by the EXECUTIVE COMMITTEE from time to time and submitted to each AGM for approval.

7.5 The entry fee for any team selected to represent THE CLUB in Flag, Muter, Provan or HHBA competitions shall be paid by THE CLUB.

7.6 Should a Member who has been declared a defaulter wish to rejoin THE CLUB, he/she will need to re-apply for Membership as per Clause 6.

8. RESIGNATION OF MEMBERS

A Member shall give notice of his/her intention to resign at least fourteen (14) days prior to the date on which annual subscriptions are due to BSA and WPBA and failing such notice, shall be liable for the subscription and any other dues for the ensuing year, subject to the discretion of the EXECUTIVE COMMITTEE.

9. DISCIPLINE AND GRIEVANCE

The Disciplinary and Grievance procedure attached as Appendix 1 will apply in respect of the Members of THE CLUB.

10. **ADMINISTRATION**

10.1 The affairs of THE CLUB shall be administered by a MANAGEMENT COMMITTEE which shall consist of twelve (12) Members who shall be:

10.1.1 The President

10.1.2 The Vice-President

10.1.3 The Secretary

10.1.4 The Assistant Secretary

10.1.5 The Treasurer

10.1.6 The Greens Manager

10.1.7 The Bar Manager

10.1.8 The Catering Manager

10.1.9 The Club's Competitions Secretary

10.1.10 The Sponsored Tournaments Secretary

10.1.11 The Player Liaison Officer

10.1.12 The Property Manager

10.2 All the above-mentioned shall be elected in an Honorary capacity at each AGM and shall hold office for the ensuing year.

10.3 No Member may be nominated for or hold office whilst holding office in any other Bowls Club affiliated to WPBA.

10.4 An Honorary Auditor(s) shall be elected at each AGM and shall hold office for the ensuing year. The Honorary Auditor(s) need not be a Member(s) of THE CLUB.

10.5 Administrative Sub-Committees

10.5.1 The President together with the Vice-President, the Secretary, the Treasurer and the Greens Manager shall form the EXECUTIVE COMMITTEE to be headed by the President.

- 10.5.2 The Vice-President together with the Club's Competitions Secretary, the Sponsored Tournaments Secretary and the Bar Manager will form the Vice-President's Sub Committee to be headed by the Vice-President.
- 10.5.3 The Secretary together with the Assistant Secretary and the Catering Manager will form the Secretary's Sub Committee to be headed by the Secretary.
- 10.5.4 The Treasurer together with the Player Liaison Officer and the Property Manager will form the Treasurer's Sub Committee to be headed by the Treasurer.
- 10.5.5 An Ordinary Member, a Senior Member, an Associate Member, an Honorary Life Member, a Social Member or a Junior Member may serve as a non Executive Committee Member on the MANAGEMENT COMMITTEE of THE CLUB provided he/she has been a Member in good standing for a period of not less than one (1) year immediately prior to the AGM at which he/she has been duly nominated and seconded and provided he/she is eighteen (18) years of age or older. *(Amended 24th May 2018)*
- 10.5.6 An Ordinary Member, a Senior Member, an Associate Member, an Honorary Life Member, a Social Member or a Junior Member may serve as an Executive Committee Member on the MANAGEMENT COMMITTEE of THE CLUB provided he/she has been a Member in good standing for a period of not less than two (2) consecutive years immediately prior to the AGM at which he/she has been duly nominated and seconded and provided he/she is eighteen (18) years of age or older. *(Amended 24th May 2018)*
- 10.5.7 Notwithstanding the provisions of Clauses 10.5.5 and 10.5.6, should there be no nominations duly proposed, seconded and accepted for members with the required minimum years of membership for any of the non Executive or Executive positions on the MANAGEMENT COMMITTEE, nominations from the floor as per Clause 11.1.3.1 or Clause 22.1.5 shall be acceptable for members with less than the required minimum years of service to serve on the MANAGEMENT COMMITTEE and provided he/she is eighteen (18) years of age or older. *(Amended 24th May 2018)*

11. **ANNUAL GENERAL MEETING**

- 11.1 The AGM of THE CLUB shall be held not later than 31st May in each year for the purpose of:
- 11.1.1 Receiving a report from the President to the Members on the general business of THE CLUB for the preceding year and duly audited financial statements for the financial year ending the preceding 31 December.
- 11.1.2 Transacting general business including the election of Office Bearers for the ensuing year.
- 11.1.3 The election of Office Bearers shall be by secret ballot in every case where voting is necessary. However, in relation to:
- 11.1.3.1 The MANAGEMENT COMMITTEE and Selection Committees, a notice calling for nominations shall be placed on THE CLUB notice board not later than two (2) weeks prior to the AGM.

Nominations shall be inscribed in the appropriate column and shall be signed by the Proposer, Secunder and Nominee.

Nominations shall close seventy two (72) hours prior to the commencement of the Meeting and further nominations will not be accepted unless nominations fall short of the requirements, in which case nominations may be accepted from the floor and these only for the election of such additional Members as may still be required.

11.1.3.2 Only Ladies are eligible to be considered for and/or to vote for the Ladies' Selection Committee.
(Amended 24th May 2018)

11.1.3.3 Only Men are eligible to be considered for and/or to vote for the Men's Selection Committee.
(Amended 24th May 2018)

11.2 Determining the level of Entry Fees, Subscriptions and Levies for the forthcoming year.

11.3 The MANAGEMENT COMMITTEE to receive direction from the Members present with regard to any matter affecting THE CLUB, including but not limited to capping the amount which the MANAGEMENT COMMITTEE may spend from THE CLUB's funds on any project or emergency without requiring further approval from the Members at an AGM or Special General Meeting.

12. **SPECIAL GENERAL MEETINGS**

12.1 Special General Meetings may be convened at any time by the EXECUTIVE COMMITTEE subject to Clause 17.

12.2 Upon receiving a request for a Special General Meeting signed by not less than ten percent (10%) of the *bona fide* Members of THE CLUB as classified under Clauses 5, 5.1, 5.2, 5.3, 5.4, 5.6 and 5.8, the President shall call such a meeting within fourteen (14) days. The requisition shall state the purpose for which the Meeting is to be called. (Amended 24th May 2018)

12.3 Special General Meetings shall only consider the business contained in the notice convening the Meeting.

12.4 Business conducted at an AGM may, where circumstances require, be conducted at a Special General Meeting provided the relevant period of notice has been given.

13. **COMMITTEE MEETINGS**

13.1 EXECUTIVE COMMITTEE Meetings shall be held monthly.

13.2 Special EXECUTIVE COMMITTEE Meetings may be convened by the President at any time or by request of any three (3) Members of the EXECUTIVE COMMITTEE.

13.3 Should any Member fail to attend three (3) consecutive monthly EXECUTIVE COMMITTEE Meetings without leave of absence, he/she may, at the discretion of the EXECUTIVE COMMITTEE cease to be a Member of such committee.

13.4 Sub Committee Meetings shall be held monthly and the Vice-President, Secretary and Treasurer shall report back to the EXECUTIVE COMMITTEE on the affairs of their respective Sub Committees.

13.5 Should any Member fail to attend three (3) consecutive monthly Sub Committee Meetings without leave of absence, he/she may, on the advice of the relevant Sub Committee Head and at the discretion of the EXECUTIVE COMMITTEE cease to be a Member of the MANAGEMENT COMMITTEE.

14. **ADJOURNMENT OF MEETINGS**

The Chairperson at any Meeting of THE CLUB or EXECUTIVE COMMITTEE may, with the consent of the Meeting, adjourn same. No business shall be transacted at the resumption of the Meeting other than the business left unfinished from the Meeting at which the adjournment took place.

15. **NOTICES OF MOTION FOR GENERAL MEETINGS**

Notices of Motion must reach the Secretary at least fourteen (14) days before the date set for the General Meeting at which they are to be submitted.

16. **ALTERATIONS TO THE CONSTITUTION, BYE-LAWS, RULES AND REGULATIONS**

16.1 No alteration to the Constitution, Bye-Laws, Rules and Regulations shall be made unless:

16.1.1 They are made at a General Meeting for which the relevant period of notice has been given.

16.1.2 They are passed by not less than two-thirds of the Members present or by proxy entitled to vote and voting.

16.1.3 The alterations as approved are submitted to the BOARD OF TRUSTEES of the SWCC and to the WPBA.

17. **NOTIFICATION OF GENERAL MEETINGS**

Notification of all General Meetings shall be posted to each Member by any universally accepted method of communication and such notification with Agenda shall be placed on THE CLUB's notice board at least twenty one (21) days prior to the date of the Meeting. The omission of such notification to any Member shall not invalidate the Meeting.

18. **CHAIRPERSON AT MEETINGS**

At all General and EXECUTIVE COMMITTEE Meetings, the President or in his/her absence, the Vice-President shall take the chair. If both are absent a Chairperson shall be elected from among the Members present.

19. **MINUTES**

Minutes shall be kept at all General and EXECUTIVE COMMITTEE Meetings.

20. **QUORUM**

20.1 General Meetings, at least twenty five percent (25%) of the total Membership as specified under Clauses 5, 5.1, 5.2, 5.3, 5.4, 5.6 and 5.8 shall be present either in person or by proxy. *(Amended 24th May 2018)*

20.1.1 If at any General Meeting a quorum is not present within thirty (30) minutes of the appointed time for the meeting, such meeting shall stand adjourned to seven (7) days hence at the same venue and time, and the Members then present, which shall not be less than two (2), shall constitute a quorum.

20.1.2 Notification of the adjournment of a General Meeting shall be posted to each Member by any universally accepted method of communication and such notification with Agenda shall be placed on THE CLUB notice board at least four (4) days prior to the date of the re-scheduled Meeting. The omission of such notification to any Member shall not invalidate the re-scheduled Meeting.

20.2 EXECUTIVE COMMITTEE Meetings, at least three (3) shall be present.

20.3 Selection Committee Meetings

20.3.1 Ladies' Selection Committee Meetings as per Clause 25.1.2. *(Amended 24th May 2018)*

20.3.2 Men's Selection Committee Meetings as per Clause 25.1.1. *(Amended 24th May 2018)*

20.4 Sub-Committee Meetings, at least two (2) shall be present.

21. **VOTING AT MEETINGS**

21.1 No Members shall be entitled to vote if any Subscription, Levy, Competition Fee or any other dues owing by them to THE CLUB remain unpaid or in arrears unless specifically sanctioned by the EXECUTIVE COMMITTEE.

21.2 No Member whose Membership is under notice of termination shall be entitled to vote on matters concerning Club policy or strategy.

21.3 All proposals shall be decided by a show of hands unless a ballot is demanded by at least ten (10) Members present. The declaration of the result by the Chairperson shall be conclusive.

21.4 In the event of an equality of votes, the Chairperson at all Meetings shall have a casting vote in addition to his/her deliberative vote.

21.5 Proxy votes shall be allowed.

- 21.5.1 Should a Member who is in good standing with THE CLUB and who is eligible to vote at any General Meeting but is not able to attend such Meeting in person, he/she shall be entitled to appoint another Member of THE CLUB to attend such Meeting on his/her behalf. The Member who is nominated to act as proxy must be a Member in good standing with THE CLUB.
- 21.5.2 The appointment of a proxy must be done on THE CLUB's prescribed form and the duly completed form (Annexure B) must be submitted to THE CLUB's Secretary no later than twenty four (24) hours prior to the commencement of the relevant Meeting. The Member making any proxy appointment must indicate if necessary and/or desirable, any limitation(s) to which the Member appointed to act as proxy must adhere.
- 21.5.3 No Member may hold more than two (2) proxy votes at any Meeting.

22. EXECUTIVE COMMITTEE

- 22.1.1 The EXECUTIVE COMMITTEE shall consist of five (5) Members as previously set out.
- 22.1.2 Should a vacancy for a President occur before the following AGM, the Vice-President shall act as President until the conclusion of the following AGM.
- 22.1.3 Should a vacancy for a Vice-President occur before the following AGM, the MANAGEMENT COMMITTEE shall elect a Vice-President from those on the MANAGEMENT COMMITTEE who were elected at the previous AGM. Such person shall act as Vice-President until the conclusion of the following AGM.
- 22.1.4 Should a vacancy for any position other than for President and/or Vice-President occur on the MANAGEMENT COMMITTEE, Selection Committees or any other Committee, before the following AGM, the MANAGEMENT COMMITTEE shall fill any such vacancy from amongst eligible Members of THE CLUB during its term of office. Such person shall remain a Member of the relevant Committee until the conclusion of the following AGM.
- 22.1.5 Should vacancies for President and Vice-President occur such that both positions are vacant concurrently, the Secretary shall, on behalf of the EXECUTIVE COMMITTEE, convene a Special General Meeting in terms of Clause 12.1, to fill both vacancies. The persons elected to fill these vacancies shall remain in these positions until the conclusion of the following AGM.

A notice calling for nominations shall be placed on THE CLUB's notice board simultaneously with the notice convening the Special General Meeting. Nominations shall be inscribed in the appropriate column and shall be signed by the Proposer, Secunder and Nominee.

Nominations shall close seventy two (72) hours prior to the commencement of the Special General Meeting and further nominations will not be accepted unless nominations have not been received for either or both positions, in which case nominations may be accepted from the floor only for the positions for which nominations have not been received.

- 22.2 By virtue of his/her office, the President shall be an *ex officio* Member of all Committees and Sub Committees in addition to the elected Members of such Committees and Sub Committees.

22.3 As soon as possible after the AGM the EXECUTIVE COMMITTEE shall appoint:

22.3.1 Delegates and Alternates to the WPBA, as required by them. Such delegates shall be Members of the EXECUTIVE COMMITTEE.

22.3.2 Delegates to other Associations if and when the EXECUTIVE COMMITTEE considers such representation necessary.

22.4 **THE DUTIES OF THE EXECUTIVE COMMITTEE SHALL BE TO:**

22.4.1 Transact all the business of THE CLUB.

22.4.2 Control all the finances in the best interests of THE CLUB including investing THE CLUB's funds with reputable banking institutions.

22.4.3 Carry out all such acts as may be considered to be in the best interests of THE CLUB.

22.4.4 Carry out any direction given at any AGM or Special General meeting in terms of Clause 11.3 above.

22.4.5 Compile and maintain an Assets Register.

22.4.6 Arrange for adequate insurance of THE CLUB's assets with a reputable insurer.

22.4.7 Ensure that THE CLUB's historical records are adequately secured.

22.4.8 Raise adequate financial and other sponsorships for THE CLUB's sponsored tournaments.

22.4.9 Ensure that THE CLUB's honours boards are updated annually.

22.4.10 In any matter requiring immediate attention, the President and two (2) other Members of the EXECUTIVE COMMITTEE shall have the power to deal with the matter as they think fit and shall report their action to the next Meeting of the EXECUTIVE COMMITTEE. Any amount of the CLUB's funds to be spent shall not exceed any limits which may be set by Members present at any AGM or Special General Meeting in terms of Clause 11.3 above.

23. **CLUB'S COMPETITIONS SECRETARY**

23.1 The duties of the Club's Competitions Secretary shall be to:

23.1.1 Arrange entries, entrance fees, draw, and closing dates of all Closed Competitions applicable to their respective sections, which have been approved by the EXECUTIVE COMMITTEE.

23.1.2 Co-opt any Member or Members to run or assist in running any of the Competitions or part thereof.

24. **SPONSORED TOURNAMENTS SECRETARY**

24.1 The duties of the Sponsored Tournaments Secretary shall be to:

24.1.1 Invite entries for and run all THE CLUB's sponsored tournaments.

24.1.2 Co-opt any Member or Members to run or assist in running any of the Competitions or part thereof.

25. SELECTION COMMITTEES

25.1 There will be two (2) Selection Committees, viz. a Men's Selection Committee and a Ladies' Selection Committee. *(Amended 24th May 2018)*

25.1.1 The Men's Selection Committee shall consist of five (5) Members. Three (3) Members, one of whom shall be the Convenor unless he has tendered an apology, shall form a quorum. *(Amended 24th May 2018)*

25.1.2 The Ladies' Selection Committee shall consist of five (5) Members. Three (3) Members, one of whom shall be the Convenor unless she has tendered an apology, shall form a quorum. *(Amended 24th May 2018)*

25.1.3 Both Selection Committees shall be elected at the AGM in accordance with Clauses 11, 11.1.3, 11.1.3.1, 11.1.3.2 and 11.1.3.3 and shall hold office for the ensuing year. *(Amended 24th May 2018)*

25.2 All playing Members (excluding a Dual member, i.e. a Member who is a playing Member of another Club affiliated to the WPBA) shall be eligible for selection to the Selection Committees irrespective of playing position or holding office. *(Amended 24th May 2018)*

25.3 The Duties of the Selection Committees shall be the following in relation to their respective sections:

25.3.1 Elect from among the Members of the relevant Selection Committee one (1) Member to act as Convenor who shall be responsible to the EXECUTIVE COMMITTEE on the findings of the Selection Committee. *(Amended 24th May 2018)*

25.3.2 The Men's Selection Committee and the Ladies' Selection Committee shall separately select all Men's and Ladies' teams to represent THE CLUB in the Flag, Muter and Provan competitions as well as HHBA tournaments. *(Amended 24th May 2018)*

25.3.3 The Men's and Ladies' Selection Committees shall jointly meet to allocate a grading and a handicap to every playing male and female Member. *(Amended 24th May 2018)*

26. GREENS MANAGER

26.1 The duties of the Greens Manager shall be to:

26.1.1 Endeavour to keep the Greens in proper playing condition and to maintain the grounds, sheds and equipment in good order.

- 26.1.2 Supervise all labour employed by THE CLUB for use on the greens.
- 26.1.3 Advise the EXECUTIVE COMMITTEE of the necessity to purchase new machinery and other requirements.
- 26.1.4 Record all treatment carried out on the Greens.
- 26.1.5 Appeal to the Controlling Body for play not to begin or having begun, to cease, in any Competition, where in the opinion of the Greens Manager or his/her deputy on duty, damage may result to the Greens. If Competitions are not involved, the Greens Manager or his/her deputy shall be the sole arbiter of whether any rink or green is fit for play.
- 26.1.6 The Greens Manager shall be empowered to co-opt where necessary, any Member or Members to assist in the fulfilment of routine duties.

27. **CATERING MANAGER**

27.1 The duties of the Catering Manager shall be to:

- 27.1.1 Arrange catering duty rosters.
- 27.1.2 Ensure that adequate stocks of general Club consumables are available and arrange the purchasing of same.
- 27.1.3 Organise the catering for all Club and other events at which this service is required.
- 27.1.4 Co-opt additional Members for assistance where circumstances require it.

28. **BAR MANAGER**

- 28.1.1 The Bar Manager shall be responsible for the efficient functioning and stock control of the Bar at all times as determined by the EXECUTIVE COMMITTEE and, in conjunction with the Treasurer, determine pricing structures for ratification by the EXECUTIVE COMMITTEE.
- 28.1.2 The Bar Manager shall arrange bar duty rosters.
- 28.1.3 The Bar Manager shall organise bar facilities and bar staff for all Club and other events at which these services are required.
- 28.1.4 The Bar Manager may co-opt additional Members for assistance where circumstances require it.

29. **PLAYER LIAISON OFFICER**

The Player Liaison Officer shall be responsible for the general well being of Members *inter alia* Members' interests vs. THE CLUB's interests, Public Relations, Communications, Entertainment and Marketing. In this capacity, the Player Liaison Officer shall be empowered to form Sub-Committees in any area deemed appropriate, in order to create a more inclusive and participative Membership.

30. **PROPERTY MANAGER**

The Property Manager shall be responsible for general protocol in and around THE CLUB *inter alia*, for ensuring that the Clubhouse and facilities are maintained in a pristine and operational condition and in collaboration with the Greens Manager, he/she will be responsible for the creation and maintenance of spectator areas. The Property Manager shall be empowered to co-opt other Members for assistance where circumstances require it.

31. **CLUB PREMISES**

THE CLUB premises which comprise the Clubhouse, Greens, Surrounds and other facilities are reserved for the exclusive use of Club Members as defined in Clause 5. *Bona fide* Members of the SWCC may use the bar facilities when these facilities are being used by THE CLUB's Members.

32. **LIABILITY FOR INJURIES AND LOSS OF PROPERTY**

Any person entering the grounds or premises of THE CLUB does so entirely at his/her own risk and THE CLUB shall not hold itself responsible for any loss of life, injuries or illness, nor for the loss of any property of whatever nature, caused through any of its activities, under any circumstances.

33. **COMPLAINTS**

All formal complaints shall be made in writing to the Secretary.

34. **INTERPRETATION**

In case of doubt as to the meaning or interpretation of the Constitution, Bye-Laws, Rules or Regulations, the Chairperson at any General Meeting or at any other times the EXECUTIVE COMMITTEE, shall be the final arbiter and the decision of the Chairperson or the EXECUTIVE COMMITTEE as the case may be, shall be binding on all Members.

35. **CONSTITUTION, BYE-LAWS, RULES AND REGULATIONS**

The Constitution, Bye-Laws, Rules and Regulations and any amendments thereto as approved at any General Meeting, shall be posted on THE CLUB's website. A hard copy shall be available in the Secretary's office at the Clubhouse for the information of and for inspection by Members of THE CLUB.

BYE – LAWS

1. DRESS

- 1.1 Dress Rules shall be as laid down by BSA or WPBA. However, CLUB colours or whites shall be worn at tabs in on Saturday afternoons. At all other times ordinary clothes may be worn with the proviso that tops shall have collars.
- 1.2 The Dress Rules for floodlit bowls will be determined by the Club's Competitions Secretary in conjunction with the EXECUTIVE COMMITTEE, on an *ad hoc* basis depending on the nature of the particular event.
- 1.3 Only persons wearing the regulation footwear will be allowed on the Greens.
- 1.4 No exception to dress is allowed when there is any WPBA or other Open Competition being played at THE CLUB unless matches are played on a separate Green.
- 1.5 A minimum standard of dress is applicable within the Clubhouse and the EXECUTIVE COMMITTEE reserves the right to bring this to the attention of anyone whose dress is considered to be inappropriate and does not meet the standard required.
- 1.6 Any changes to the Dress Rules for representative teams/sides must be approved at a General Meeting and must conform to that registered with the WPBA.

2. CHILDREN

- 2.1 Shall not be allowed within the Greens enclosure unless accompanied by an adult and shall under no circumstances be allowed to lie on or play on the Greens or banks of the Greens.
- 2.2 Persons under the age prescribed in terms of the relevant legislation may not enter the bar area in terms of the liquor licence issued by the Western Cape Liquor Authority.

3. ANIMALS

- 3.1 Dogs and any other animals will not be allowed within the Greens enclosure unless on a lead and under proper control.
- 3.2 Under no circumstances will they be allowed in the Clubhouse.

4. NON-AFFILIATED PLAYERS

Bowlers who are not Members of a Club affiliated to BSA will be permitted to use the Greens as visitors at the discretion of the EXECUTIVE COMMITTEE for a period not exceeding one (1) month.

5. **NEW PLAYERS**

- 5.1 A *bona fide* candidate for Membership who has never previously belonged to a Bowls Club must attend THE CLUB's Bowls Clinic or receive similar coaching. It is at the discretion of the EXECUTIVE COMMITTEE, on the joint recommendation of two (2) registered Bowls Coaches as to when such Member is permitted to take part in organised play.
- 5.2 On the expiry of a maximum of two (2) months he/she must decide whether to apply for full Membership. Should he/she play organised bowls during that time he/she will be required to pay a Visitor's Green Fee.

6. **MINIMUM STANDARD OF COMPETENCE**

If in the considered opinion of fellow bowlers, it is reported that the standard of play of any Member be consistently below acceptable norms, to the extent that it has an adverse effect on the game of other Members, the EXECUTIVE COMMITTEE shall, if deemed necessary and in the interest of all concerned, respond to such reports by requesting such bowler to attend THE CLUB's Bowls Clinic for a period to be determined by two (2) registered Bowls Coaches.

7. **LADIES'/MEN'S BOWLING DAYS**

- 7.1 Segregated Ladies'/Men's bowls may be played on Wednesdays.
- 7.2 Mixed bowls shall be played on all other days on the express understanding and acceptance that players' official Club gradings may be temporarily adjusted to suit the circumstances and requirements of mixed bowls on that day.
- 7.3 The Tabs Officer(s) on duty shall be the sole arbiter in determining the grade adjustments necessary on that day in order to arrive at the correct competitive balance, in the interests of all Members.
- 7.4 Notwithstanding the above, the Convenors of the Ladies'/Men's Selection Committees shall have the authority to determine and agree additional segregated practice days if this is deemed to be in the best interests of THE CLUB.
- 7.5 All eligible Members in good standing are entitled to play on any day subject to the provisos above and the normal provisos governing the availability and fitness of the Greens.

8. **ALLOCATION OF RINKS**

The Tabs Officer(s) on duty shall allocate rinks in the order as set out on the blackboard by the Greens Manager and this order shall be adhered to by Members playing tabs in or practising.

9. **WHEN THERE ARE MORE PLAYERS THAN AVAILABLE RINK SPACE**

- 9.1 The selection criteria for the available rinks will be done on a "last in" "first out" basis.

9.2 Club Competitions already booked will receive preference over tabs in.

10. **CLUB COMPETITIONS**

10.1 Notice of all Competitions must be written on the outside chalk board at least twenty four (24) hours prior to the time set for such Competition.

10.2 They may be played on Saturday mornings and normal tabs in times.

10.3 They may be played outside these times on condition that the Greens Manager or his/her Deputy is in agreement.

10.4 The Club's Competitions Secretary shall strive to ensure that the finals of all CLUB competitions are played on the same day. Official Technical Officials/Umpires shall be appointed.

10.5 The President shall mark the final of the Men's Open Singles and the Vice-President shall mark the final of the Ladies' Open Singles. In the event that one or both are not able to mark for whatever reason, the Club's Competitions Secretary shall appoint another Management Committee Member to mark.

11. **HOURS OF PRACTICE**

11.1 No practice is allowed when:

11.1.1 The Greens Manager or his/her deputy has closed the Greens due to weather conditions or maintenance work.

11.1.2 The EXECUTIVE COMMITTEE or WPBA requires the Greens for certain special events, except where one (1) complete Green is not being utilised.

11.1.3 During any Competition organised by the EXECUTIVE COMMITTEE, HHBA or WPBA, except where one complete Green is not being utilised.

11.2 Practice is permitted at any time provided a rink on another green is available and it does not conflict with tabs in or other matches.

11.3 Any Member practising shall return THE CLUB's equipment to the shed alongside "A" Green or the Clubhouse. Members wishing to practise when the shed and the Clubhouse are locked shall provide their own equipment.

12. **BOUNCE GAMES**

12.1 All bounce games may be played at any time when rinks are available with the exception of playing sessions when Open Competitions are being played.

12.2 The time and date of bounce games must be entered on the appropriate outside chalk board before the day of play.

12.3 No Member or visitor may play in more than one (1) bounce game in any consecutive period of four (4) weeks.

13. CLUB COMPETITIONS – GENERAL

13.1.1 The Entry Fee for each Competition will be laid down by the EXECUTIVE COMMITTEE and must accompany the entry form failing which the entry will not be accepted. In the case of the Nominated Competitions, the Skip is responsible for the team entrance Fee which must accompany the entrance form.

13.1.2 Entry Fees will not be refundable for withdrawals, disqualification or scratching.

13.1.3 The player whose name appears first on the Draw Chart shall be regarded as the challenger for that match and shall be responsible for the initial arrangement to play the match.

13.1.4 The Club's Competitions Secretary will fix the closing dates of the various rounds. Any applications for extensions shall be entirely at the discretion of the Club's Competitions Secretary.

13.1.5 The Club's Competitions Secretary may grant a walkover to players who, in their opinion, have not been responsible for the non-completion of matches and will scratch both players or teams when they are considered to have been equally responsible.

13.1.6 In all Competitions any replacement or substitute must be approved by the Club's Competitions Secretary and shall not have a grading higher than the player they replace nor can they have previously played in the same competition.

13.1.7 All rounds of Club Competitions shall be played on a knock-out basis. However on the occasions when there are insufficient entries in a particular Competition, to make it viable, the EXECUTIVE COMMITTEE, on the recommendation of the Club's Competitions Secretary, may permit that particular Competition can be played on a Round Robin basis.

13.1.8 In all Singles Matches, Markers will be allocated by the Club's Competitions Secretary for the first round, thereafter losers in the various rounds may be expected to perform marking duties for the subsequent round.

13.1.9 Decisions by the Club's Competitions Secretary, after discussion with the EXECUTIVE COMMITTEE, shall be binding on all competitors.

13.1.10 Participants in all CLUB Competitions shall wear CLUB colours.

13.1.11 All CLUB Competitions shall be played in accordance with current WPBA Conditions of Play.

13.1.12 Should any awards be made in respect of any CLUB Competitions, the players who play in the final knock-out match of team Competitions will be eligible for such awards regardless of who played in earlier rounds.

13.2 SINGLES CHAMPIONSHIP

13.2.1 The Competition is open to any Ordinary Member, Senior Member, eligible Honorary Life Member or Junior Member who is in good standing. However any Member who intends to play in the Singles Championship of another Club affiliated to the WPBA shall not be eligible to enter the Singles Championship of THE CLUB.

13.2.2 The winner of THE CLUB's Singles Championship must be prepared to represent THE CLUB in the WPBA Champion of Champions.

13.2.3 Each player shall bowl 4 bowls.

13.2.4 All matches shall be of 21 shots.

13.3 HANDICAP SINGLES

13.3.1 The Competition is open to any Ordinary Member, Senior Member, eligible Honorary Life Member or Junior Member who is in good standing. Players will start with the handicaps determined by the Selection Committees.

13.3.2 All matches shall be based on 21 shots.

13.3.3 Players will retain the handicap they have at the time of the draw, throughout the Competition.

13.3.4 Each player shall bowl 4 bowls.

13.3.5 The winners of the Ladies' and Men's Competitions will play off against each other to determine the overall winner.

13.3.6 In the event of there being insufficient entries to have separate Ladies' and Men's Competitions, a single Mixed Handicap Competition may be arranged by the Club's Competitions Secretary.

13.4 SENIOR SINGLES CHAMPIONSHIP

13.4.1 The Competition is open to any Ordinary Member, Senior Member or eligible Honorary Life Member who is in good standing, provided the Member has attained the age of sixty (60) years on or before the commencement date of the Competition.

13.4.2 All matches shall be of 21 shots.

13.4.3 Each player shall bowl 4 bowls.

13.5 NOVICE SINGLES CHAMPIONSHIP

13.5.1 The Competition is open to any Ordinary Member, Senior Member, eligible Honorary Life Member or Junior Member who is in good standing provided the Member at the date of the draw has been bowling for a period not exceeding three (3) full years from date of first registration. Notwithstanding the above, any Member who has previously won this Competition shall not be eligible to enter.

13.5.2 All matches shall be of 21 shots.

13.5.3 Each player shall bowl 4 bowls.

13.5.4 The winner of THE CLUB's Novice Singles Championship must be prepared to represent THE CLUB in the HHBA Novice Champion of Champions.

13.6 DRAWN PAIRS, NOMINATED PAIRS AND NOMINATED MIXED PAIRS

13.6.1 These Competitions are open to any Ordinary Member, Senior Member, eligible Honorary Life Member or Junior Member who is in good standing.

13.6.2 Either player may Skip in any one match.

13.6.3 All matches shall be of 21 ends.

13.6.4 Each player shall bowl 4 bowls.

13.6.5 No more than one (1) substitute or replacement shall be allowed during the Competition, subject to Clause 13.1.6.

13.7 DRAWN TRIPS

13.7.1 The Competition is open to any Ordinary Member, Senior Member, eligible Honorary Life Member or Junior Member who is in good standing. Any of the three (3) players may Skip in any one match.

13.7.2 Each player shall bowl 3 bowls.

13.7.3 All matches shall be of 18 ends.

13.7.4 No more than one (1) substitute or replacement shall be allowed during the Competition, subject to Clause 13.1.6.

13.8 **DRAWN FOURS**

- 13.8.1 The Competition is open to any Ordinary Member, Senior Member, eligible Honorary Life Member or Junior Member who is in good standing. Any of the four (4) players may Skip in any one match.
- 13.8.2 Each player shall bowl 2 bowls.
- 13.8.3 All matches shall be of 21 ends.
- 13.8.4 No more than one (1) substitute or replacement shall be allowed during the Competition, subject to Clause 13.1.6.

14. **SMOKING**

Under no circumstances will smoking of any kind including but not limited to any tobacco substitute or by any artificial means be permitted in the Clubhouse which includes the Office, Kitchen, Toilets, and Bar area. Members/Visitors wishing to smoke must confine themselves to the areas outside the Clubhouse.

15. **TAB DUTY**

- 15.1 Tab duty on Saturday afternoons will be undertaken by the Selectors elected at an AGM. The Ladies' and Men's Selectors shall decide amongst themselves upon a duty roster. Should a Selector not be available to undertake tab duty when required, he/she shall be responsible for arranging for another Selector to undertake such duties.
- 15.2 All able bodied Members may be required to undertake tab duty other than on Saturday afternoons. The Club's Competitions Secretary will be responsible for posting tab duty rosters on THE CLUB's notice board. Where possible the Club's Competitions Secretary shall arrange for the rosters to be circulated electronically to all Members. Should a Member not be available to undertake tab duty when required, he/she shall be responsible for arranging for another Member to undertake such duties and advise the Club's Competitions Secretary accordingly.

16. **BAR DUTY**

- 16.1 In the interests of THE CLUB, all able bodied male Members who are legally able to do so, may be required to assist with bar duties. The Bar Manager shall appoint Bar Team Captains together with a sufficient number of male Members to form Bar Teams. The Bar Manager will be responsible for posting bar duty rosters on THE CLUB's notice board. Where possible, the Bar Manager will arrange for the bar duty rosters to be circulated electronically to the Bar Team Captains.
- 16.2 The Bar Team Captains will be responsible for arranging daily bar duty for those Members in his Bar Team. Should a Member not be available to undertake bar duties when required, he will be responsible for arranging for another Member to undertake such duty and to advise his Bar Team Captain of the arrangement.

17. KITCHEN DUTY

- 17.1 In the interests of THE CLUB, all able bodied female Members may be required to assist with kitchen duties. The Catering Manager shall appoint Kitchen Team Captains together with a sufficient number of female Members to form Kitchen Teams. The Catering Manager will be responsible for posting kitchen duty rosters on THE CLUB's notice board. Where possible, the Catering Manager will arrange for the rosters to be circulated electronically to the Kitchen Team Captains.
- 17.2 The Kitchen Team Captains will be responsible for arranging kitchen duty for those Members in her Kitchen Team. Should a Member not be available to undertake kitchen duties when required, she will be responsible for arranging for another Member to undertake such duty and to advise her Kitchen Team Captain of the arrangement.

APPENDIX 1

DISCIPLINE

Should any Member(s) commit any intentional breach of the Constitution, Bye-Laws, Rules or Regulations of THE CLUB, or whose conduct is deemed to be unbecoming or prejudicial to the interests and/or reputation of THE CLUB, whether within THE CLUB's premises or outside them, the EXECUTIVE COMMITTEE shall have the power:

- a) To inform the Member(s) in writing (Annexure A) of the alleged infringement and to call upon such Member(s) to appear before the Disciplinary Committee and/or Appeals Committee and to explain his/her conduct.
- b) Where deemed necessary to suspend, without prejudice, any or all the benefits and advantages of Membership until such time as the provisions under paragraph a) have been concluded.
- c) To deprive such Member(s) of any or all the rights, benefits and advantages of Membership during such time or period as the EXECUTIVE COMMITTEE in its absolute discretion may deem fit and advisable or to expel such Member(s) who shall be ineligible for re-election.
- d) To call upon such Member(s) in writing, through the Secretary, to resign within seven (7) days of the date of such request.

ACTS DEEMED AS SERIOUS MISCONDUCT

1. Any act that is considered to bring the name of THE CLUB/DISTRICT into disrepute.
2. Gross insubordination/insolence towards the EXECUTIVE COMMITTEE or employees of THE CLUB.
3. The possession, consumption and/or distribution of any substances prohibited by law.
4. Theft, fraud, including the forging of a person's signature.
5. Any act deemed as dishonest in terms of the laws of the country.
6. Assault, fighting or any act of aggression.
7. Immoral behaviour or any form of harassment including sexual provocation.
8. Acts of racism.
9. Foul language.
10. Possession or use of any weapons/dangerous items on any premises under the control or jurisdiction of BSA, WPBA or THE CLUB.
11. Vandalism or damage or destruction of Members' or CLUB/DISTRICT property.
12. Being found guilty of being an accessory before or after any illegal act or activity.

The EXECUTIVE COMMITTEE of THE CLUB shall appoint a Disciplinary Committee consisting of three (3) persons, one (1) of whom shall be Convenor, to deal with such cases as may be referred to it by the EXECUTIVE COMMITTEE of THE CLUB. The Members of the Disciplinary Committee need not be Members of THE CLUB. All disciplinary matters shall be dealt with as timeously as possible, according to the "Procedure and Notes" as detailed on the Notification of a Disciplinary Enquiry (Annexure A).

Any finding and/or penalty recommended by the Disciplinary Committee shall be referred to the EXECUTIVE COMMITTEE of THE CLUB who shall inform the relevant Member(s) of its decision. The EXECUTIVE COMMITTEE cannot reverse any finding of the Disciplinary Committee but may reduce any penalty recommended by the Disciplinary Committee.

Any appeal against the finding and/or penalty must be lodged, in writing, with the EXECUTIVE COMMITTEE of THE CLUB, within three (3) working days of the decision stating the grounds for such appeal.

If there is an appeal by the Member(s) against the finding and/or penalty, the EXECUTIVE COMMITTEE shall, within ten (10) working days of receipt of the appeal, appoint an Appeals Committee consisting of three (3) persons to consider the appeal. One (1) of the three (3) Members shall be appointed as Convenor. Members of the Appeals Committee need not be Members of THE CLUB but may not have been Members of the Disciplinary Committee which considered the original matter.

At the conclusion of the Appeals Committee meeting, the Convenor of that Committee shall inform the EXECUTIVE COMMITTEE of that Committee's decision. The EXECUTIVE COMMITTEE shall inform the relevant Member(s) of the outcome of his/her appeal. The EXECUTIVE COMMITTEE cannot reverse any finding and/or penalty of the Appeals Committee. The decision of the Appeals Committee is final and binding and the Member(s) will have no further right of appeal.

Notwithstanding any effect having been given to the procedures outlined above, the Member(s) concerned shall nevertheless have the right to appeal to the WPBA with a further right of appeal to BSA.

All proceedings and decisions taken are to be documented and retained on file.

GRIEVANCES OR COMPLAINTS

Should any Member(s) have any grievance or complaint of whatever nature which may impede good fellowship amongst Members of THE CLUB or be counterproductive for the effective management of THE CLUB, such complaints or grievances must be lodged in writing with the Secretary. The EXECUTIVE COMMITTEE shall appoint a Grievance Committee consisting of three (3) persons who need not be Members of THE CLUB. One (1) of the three (3) shall be appointed as Convenor. This Committee shall investigate such grievance or complaint in order to obtain a satisfactory solution or to recommend corrective action to the EXECUTIVE COMMITTEE. The EXECUTIVE COMMITTEE shall inform the grievant(s) or complainant(s) in writing, of the outcome of the investigation by the Grievance Committee.

ANNEXURE A

MEMBER'S NAME: _____

BSA NO: _____

Please be advised that you are requested to attend a Disciplinary Enquiry at the venue, time and date stated below and kindly note the following:

TIME: _____ **DATE:** _____

VENUE: _____

ALLEGED OFFENCE(S):

1.

2.

MEMBER/PERSON LAYING THE CHARGE:

NAME: _____ **DESIGNATION:** _____

CONVENOR FOR THE DISCIPLINARY ENQUIRY IS:

NAME: _____ **DESIGNATION:** _____

THE TWO (2) OTHER MEMBERS OF THE DISCIPLINARY ENQUIRY ARE:

NAME: _____ **DESIGNATION:** _____

NAME: _____ **DESIGNATION:** _____

Initial here

Please note further that:

1. You have the right to be represented by a fellow Member of THE CLUB who is in good standing with THE CLUB should all three (3) persons serving on the Disciplinary Committee be Members of THE CLUB. However, should the Disciplinary Committee include at least one (1) person who is not a Member of THE CLUB, you will be entitled to be represented by a person who is not a Member of THE CLUB.
2. You have the right to question witnesses.
3. You have the right to call witnesses.
4. You have the right to an interpreter who will be provided or arranged by agreement.
5. You have the right to appeal against the outcome of the hearing and/or the penalty imposed, within three (3) working days.
6. You do NOT have the right to legal representation unless at least one (1) Member of the Disciplinary Committee is a member of the legal profession.
7. You have the right to lodge written objection against any of the persons appointed to hear and decide on the matter provided that such objection must be lodged WITHIN THREE (3) WORKING DAYS of receipt of this Notice. The reason(s) for any objection must be indicated. The decision of the EXECUTIVE COMMITTEE regarding the objection is final.
8. Should you elect not to attend the Disciplinary Committee meeting, the Convenor is entitled to proceed with the process in your absence.

The procedure that will be followed is as follows:

1. The Member/person laying the charge will lead evidence and call witnesses.
2. You will be entitled to respond and also question these witnesses.
3. You will then be entitled to present your response to the charges and call witnesses.
4. The Member/person laying the charges will be entitled to respond and also to question these witnesses.
5. Any Member of the Disciplinary Committee may ask any witnesses questions for clarification.
6. The Members of the Disciplinary Committee will then decide whether you are guilty or not and you will be advised accordingly.
7. Should you be found guilty, you will be requested to submit mitigating factors for consideration to the Convenor within three (3) working days.
8. The Disciplinary Committee will convene again within a further three (3) working days. After considering your submissions regarding mitigating factors, or should no submissions be received from you within the stipulated period, the Disciplinary Committee will then decide on what sanction to impose.
9. The Convenor will inform the EXECUTIVE COMMITTEE of the findings and penalty, if any, and that Committee will inform you of the outcome.
10. Should you wish to appeal against the finding and/or penalty, you must lodge such appeal, in writing, with the EXECUTIVE COMMITTEE of THE CLUB within three (3) working days of you being informed of the decision, stating the grounds for such appeal.

I ACKNOWLEDGE RECEIPT OF THE NOTIFICATION OF THE ENQUIRY TO BE HELD AND UNDERSTAND MY RIGHTS

CHARGED MEMBER'S SIGNATURE

CLUB REPRESENTATIVE

DATE: _____

TIME: _____

I HAVE WITNESSED THE ABOVEMENTIONED MEMBER BEING INFORMED OF THE ENQUIRY TO BE HELD AS WELL AS BEING INFORMED OF HIS/HER RIGHTS

WITNESS'S SIGNATURE

DESIGNATION

DATE: _____

TIME: _____

SOMERSET WEST BOWLS CLUB

PROXY FORM

I, _____,
(Please print full name)

being a Member of the Somerset West Bowls Club in good standing and being eligible to vote at General Meetings, do hereby appoint, subject to the limitations indicated below

(Please print full name)

who is a Member of the Somerset West Bowls Club in good standing and eligible to vote at General Meetings, or failing him/her, the Chairperson of the Meeting to speak and vote for me on my behalf at the Annual/Special General Meeting to be held on _____ and at any adjournment thereof.

I impose the following limitations on the person named as my proxy or on the Chairperson of the Meeting as the case may be (indicate NIL if no limitations are being imposed):

Dated at _____ on this _____ day of _____ 20_____

Signature: _____

Received by the CLUB's Secretary on _____

Club Secretary's Signature: _____
