



Rygersdal Football Club

“Ownership and belonging”

CONSTITUTION

(November 2016)

1. NAME

- 1.1. The name of the Club shall be Rygersdal Football Club. (Hereinafter referred to as the “club” with its headquarters at the Rondebosch Sports Club, Erin Road, Rondebosch)
- 1.2. A proposal to change the club’s name can only be made at a General Meeting and can only be carried if two thirds of the members present as well as Two Thirds of the club committee present vote for the motion.

2. Vision

2.1. To create a club

- 2.1.1. That is representative of our community in Cape Town
- 2.1.2. Where people feel a sense of ownership and belonging
- 2.1.3. That ensures top class training and has teams that compete in the super league

“A club that is respected for its development of football and is representative of our community in Cape Town / Western Cape, where people have a sense of ownership and belonging”

3. OBJECTIVES

- 3.1. The objectives of the Club shall be to
 - 3.1.1. Provide a program of development for players, in Rondebosch and surrounding areas, to achieve football excellence and to compete to the best of their abilities.
 - 3.1.2. Provide management, coaching, officiating, governance and guidance to achieve the above.
 - 3.1.3. Provide excellent kit, equipment, training and playing facilities within a safe environment for all players, staff, supporters and opponents.
 - 3.1.4. Ensure the ongoing development of the coaching and officiating staff.
 - 3.1.5. Create an environment that encourages fair play and integrity above all.
 - 3.1.6. Create an enjoyable club atmosphere.
 - 3.1.7. Have an efficient committee with sound management and financial principles.
 - 3.1.8. Be an asset to the community.
 - 3.1.9. Arrange games, matches, competitions, tournaments and entertainment for the benefit of the club.
 - 3.1.10. Affiliate with any Union or association as may be necessary for the benefit of the club.

- 3.1.11. Hire and employ all classes of persons considered necessary for the purpose of the club
- 3.1.12. To fulfill all the usual objects of a Football Club and to do all such things, and to carry out all such undertakings as may be necessary for or incidental to such objects.

4. Income and Property

- 4.1. The club's main income shall be from subscriptions paid by its members. Other income shall be generated by means of fundraising events or donations.
- 4.2. The club may not give of its money or property to its members. The only time this can happen is when the club pays for work done by members for the club. These payments must be properly receipted. In the event of continuous work to be carried by members, a proper agreement or contract must be in place (*as in the case of paying coaches or maintenance work*).
- 4.3. When a member has incurred expenses on behalf of the club and wishes to be reimbursed, such reimbursement can only be effected on submission of proper receipts. The request for reimbursement must be made within 3 months after the date when such expenses was incurred and paid out within two weeks of such request.
- 4.4. Any payments or reimbursement shall be made only by the club's treasurer, chairman or president.
- 4.5. The club will keep a record of everything it owns.

5. Management of club affairs

- 5.1. The club shall be run by an elected executive committee consisting of at least 8 members of the club.
- 5.2. The club shall exist separate from the committee to the extent that the club shall continue to exist after resignation of committee members
- 5.3. The executive committee shall consist of the Chairperson, Vice Chairperson, Junior Chairman, Treasurer, Secretary, Match Secretary, Registrations Secretary, plus 3 additional members, preferably made up of a representative from each of the three age groups (Junior, Senior and Veterans).
- 5.4. The committee members shall serve for two years but can stand for re-election for another term in office after that. There will be no limitation as to the number of times a member can stand for re-election of the same position on the executive committee.
- 5.5. The club shall have the right to form sub-committees. Decisions by sub-committees shall be endorsed by the executive committees, before execution of such decision by the sub-committee. The vetted decision by the executive committee shall be recorded.
- 5.6. Minutes shall be taken of each formal meeting to record the executive committee's decisions.
- 5.7. The executive committee shall have at least 3 meetings a year. More than fifty percent of the executive committee members need to be present at a meeting to make decisions. This will constitute a quorum.
- 5.8. The Committee may meet together for the dispatch of business, adjourn or otherwise regulate its meetings as it thinks fit, and until otherwise determined by a General Meeting of members.

6. MEMBERSHIP

- 6.1. It shall be obligatory for all members of the club to become members of the Rondebosch Sports and Recreation Club as long as the club is using the facilities of the Rondebosch Sport and Recreation Club, except in the case of non-playing (inactive) members
- 6.2. The Club shall be affiliated to the appropriate Provincial Football Association and be required to pay to the above mentioned association such annual affiliation fees as may be determined by them from time to time.
- 6.3. Membership of the Club shall consist of the following
 - 6.3.1. Ordinary Members
 - 6.3.2. Honorary Members
 - 6.3.3. Honorary Life Members
 - 6.3.4. Temporary Members
 - 6.3.5. Non-Playing/Parent Members
 - 6.3.6. Junior Members

7. CLASSIFICATION OF MEMBERS

- 7.1. "Ordinary Member" shall mean a person over the age of 18 years and older who is a member of the club
- 7.2. "Honorary Member" shall mean a person admitted to the club by the Committee by reason of having conferred some special benefit upon the club. Honorary membership ceases after the following A.G.M.
- 7.3. "Honorary Life Member" shall mean a person proposed by the Committee and who has been so elected at an Annual General Meeting or Special General Meeting of the CLUB in recognition of services rendered to or interest shown in the CLUB.
- 7.4. "Temporary Member" shall mean a person who is so admitted by the Committee and shall be allowed the privileges of membership of the CLUB only whilst engaged in a match or competition on the day/days he/she is so engaged that has no voting rights.
- 7.5. "Non-Playing/Parent Member" shall mean a parent or individual, enrolled as an inactive member with the CLUB, with the same voting rights as an ordinary member.
- 7.6. "Junior Member" shall mean a person under the age of 18 years who is a member of the club and has no voting rights

8. ELECTION OF MEMBERS

- 8.1. An application for membership shall be made to the CLUB, in writing, on a prescribed membership application form.
- 8.2. Such application shall be submitted to the Committee for approval or rejection, and in the event of a disagreement shall be decided by the majority of the Committee members present.
- 8.3. A candidate, who is not elected as set out above, shall thenceforth be barred from re-applying for membership for a period of one year.
- 8.4. Immediately a member is elected in terms of 6(2) above, the Club Secretary shall enter his or her name in the Register of Members and shall notify him or her, in writing, of his or her election.
- 8.5. The rules governing the election of Honorary Members, Honorary Life Members, are set out in Rule 5(2) and (3).

9. MEMBERSHIP FEES

To be agreed at every A.G.M. or a Special General Meeting by a simple majority.

10. TERMINATION OF MEMBERSHIP

- 10.1. Membership may be terminated by written resignation to the Secretary of CLUB. Any refund of subscriptions shall be at the discretion of the Committee.
- 10.2. Membership may be terminated if a Member no longer meets the requirements for Membership.
- 10.3. Membership may be temporarily be suspended by the Committee by a two-thirds majority vote of the convened committee for contravening the Constitution or any laws or contracts of the CLUB.

11. RIGHTS OF MEMBERS

Membership does not and shall not give any member of any class any rights, title, interest, claim or demand in or to any of the monies, property or assets of the CLUB, but only confers upon such member the right and privilege of entering in and upon the grounds and erections of the CLUB, and of using and enjoying the same in accordance with the use to which the same are denoted by the Committee of the CLUB and subject to such restrictions as the Committee from time to time impose, and subject to the Rules, Regulations and Bye-Laws of the CLUB from time to time in force.

12. LEGAL POSITION OF CLUB

- 12.1. The CLUB is not formed for the purpose of carrying on any business or enterprise that has for its object the acquisition of personal gain by the members of the CLUB.
- 12.2. The CLUB is liable only for its own debts and any assistance granted to any person or body, whether corporate or unincorporated, shall not render it liable for the debts of such person or body.
- 12.3. In raising funds the Club's activities shall be in accordance with the relevant provisions of the Fund Raising Act 1978 (Act no. 107 of 1978) as amended from time to time.

13. LIABILITY OF MEMBERS

- 13.1. The liability of each member shall be limited to his subscription and to any other liability incurred by him with the CLUB.

14. DEFAULT

- 14.1. Any member, who has not paid his subscription fee by the 30th April of the current year, shall be posted on the CLUB's notice board as a defaulter and shall not be allowed to continue as a member whilst his subscription remains unpaid.
- 14.2. Any member who shall fail to discharge any other liability due to the CLUB within fourteen days after a written demand sent to his last known address by registered post, shall ipso facto cease to be a member, the CLUB, however, reserving its rights to proceed against such member for recovery of such sums as may be owed.
- 14.3. No member shall be entitled to take part in or vote at any meeting or propose or second any resolution or propose or second any candidate whilst in arrears with his subscription or any other liability to the CLUB.

15. CANDIDATE INADVERTENTLY ELECTED

- 15.1. Should a candidate, ineligible for membership be inadvertently admitted as a member of any class, the Committee shall declare his or her election void, and shall give him or her immediate notice to that effect and shall return his or her subscription fee.

16. POWER TO CANCEL ELECTION

If at any time after the election of a candidate, it appears that he or she was elected under a misrepresentation or mistake as to identity, or owing to incorrect information having been given, the Committee shall have the power to cancel his or her election. The person whose election is thus cancelled in terms of this clause shall, thereupon cease to be a member of the CLUB, and shall have no claim whatever against the CLUB for damages, return of subscription, on any ground whatever, but the Committee shall be entitled to make such ex gratia refund of subscription as it may consider proper.

17. SUBMISSION TO THE RULES OF THE CLUB

The signed application for membership shall be a distinct acknowledgement on the part of any person that he or she is bound by the rules and regulations of the CLUB and all Bye-Laws that have been or may hereafter be made, and that he or she accepts the ruling of the Committee in all cases and no person shall be absolved from the effect of these rules on the plea of not having received a copy of them or any of them.

18. VOTING

Ordinary, Honorary, Honorary Life and Parent/Non playing Members shall only have one vote on any occasion. Written proxies shall not be allowed.

19. ELECTIONS AND NOMINATIONS OF CHAIRMAN

- 19.1. No one may be elected as the Chairman, unless he/she has served a minimum of two years on the committee, and is an ordinary, honorary, or honorary life member, who has been nominated in writing by two members of the club. (Who shall be ordinary, parent, honorary or honorary life members) and shall have accepted such nomination in writing.
- 19.2. No members whose subscription for the current year is unpaid shall be eligible as a candidate or be entitled to propose or second a candidate. All nominations shall be delivered to the Secretary not less than eight (8) days before the Annual General Meeting.
- 19.3. Should more than two members be nominated for Chairman an initial secret ballot will be held and only the two candidates with the most votes will go into the second secret ballot when a simple majority will decide who is elected.
- 19.4. Only if no nominations are received before the A.G.M. may nominations be accepted from the floor during the meeting.
- 19.5. Scrutinisers shall be appointed at the Annual General Meeting by open nomination and shall declare the result of the election as soon as possible during the meeting.

20. ELECTION AND NOMINATION OF COMMITTEE MEMBERS (EXCLUDING CHAIRMAN)

- 20.1. No one may be elected as a member of the committee, unless they have been a Member for a minimum of one year and of good standing of the CLUB and who has been nominated in writing by two members of the club and shall have accepted such nominations in writing.
- 20.2. No member whose subscription for the current year is unpaid shall be eligible as a candidate or be entitled to propose or second a candidate. All nominations shall be delivered to the Secretary not less than eight (8) days before the Annual General Meeting.
- 20.3. Should more than the required number of nominations be received one secret ballot will be held and members with the most votes will be duly elected.
- 20.4. Only if insufficient nominations are received before the A.G.M. may nominations be accepted from the floor during the meeting. Members duly nominated before the meeting will be automatically elected before voting takes place (if required).
- 20.5. Scrutinisers shall be appointed at the Annual General Meeting by open nomination and shall declare the result of the election as soon as possible during the meeting.
- 20.6. Vice Chairman, Junior Chairman, Treasurer, Secretary plus any additional members for specific portfolios will be elected at the A.G.M.

21. VACANCIES ON COMMITTEE

- 21.1. In the event of the death of the Chairman or his ceasing to act, the Vice Chairman shall become the Acting Chairman.
- 21.2. In the event of the Vice Chairman becoming the Acting Chairman or dying, or ceasing to act as such, the Committee shall from its members elect an Acting Vice Chairman. The member so elected shall hold office on the same terms as the member whose place he takes.

22. COMMITTEE MEMBERS ABSENT WITHOUT LEAVE

- 22.1. No member of the Committee shall absent himself from more than two consecutive ordinary meetings of the Committee without leave of absence provided that the Committee may grant him leave of absence from not more than three consecutive ordinary meetings of the Committee.
- 22.2. Notwithstanding the foregoing, any member of the Committee absenting himself for more than four consecutive ordinary meetings shall ipso facto cease to be a member of the Committee.

23. VOTING AT COMMITTEE MEETINGS

- 23.1. Questions arising at any meeting of the Committee, except where ballot is called for by the Chairman, shall be decided upon by a majority of votes on show of hands, and in the case of equality of votes, the Chairman shall have the casting vote in addition to his deliberative vote.

24. MINUTES OF MEETINGS

- 24.1. The Committee shall cause minutes of the appointment of Officers, and the names of the Committee present at each meeting with the resolutions and proceedings of such meetings, and all resolutions and proceedings of General Meetings of Members, to be duly entered in the books provided for the purpose.
- 24.2. Any such Minutes or extract there from, signed by the Chairman and the Secretary, shall be received as prima facie evidence of the matter stated in such Minutes or extract.

25. POWERS OF MANAGEMENT COMMITTEE

- 25.1. The Committee shall have full power and authority to do any act, matter or thing which could or might be done by the Club, excepting such matters as are in these rules specially reserved to be dealt with at a General Meeting of members; and in addition to the general powers and authorities hereby conferred on the Committee and without in any way limiting such powers and authorities, the Committee shall have the following special powers -

25.1.1. ACQUISITION OF PROPERTY

- 25.1.1.1. To acquire for the Club any movable or immovable property calculated to benefit the CLUB.

25.1.2. FULFILMENT OF CONTRACT

- 25.1.2.1. To enter into leases on behalf of the CLUB whether as Lessor or Lessee, and further to sell, alienate or deal with the movable property or assets of the CLUB as it shall deem expedient in the interest of the CLUB.

25.1.3. DISPOSITION OF PROPERTY

- 25.1.3.1. To dispose of and to deal with in any manner whatsoever, real rights of any kind and to borrow against the security of the CLUB's property, whether by mortgage, pledge, cession or otherwise, such sums of money as may be required by the CLUB for any purpose whatsoever.

25.1.4. APPOINTMENTS OF AGENTS, SERVANTS, ETC

25.1.4.1. To appoint such attorneys, agents, officers, clerks and servants for permanent, temporary or special services, as it may think expedient, and to determine their duties and fix, vary and pay their salaries or emoluments (if any) and to require security in such instances and to such amounts as it thinks fit, and to suspend or discharge any such persons at its discretion.

25.1.5. LEGAL PROCEEDINGS

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

25.1.6. ARBITRATION

25.1.6.1. To refer any claim or demand by or against the CLUB to arbitration, in terms of the Arbitration Act.

25.1.7. RECEIPTS, DISCHARGES, ETC

25.1.7.1. To make and give receipts, releases and other discharges, for monies payable to the CLUB and for the claims and demands of the CLUB and except where otherwise provided in these rules, such receipts shall be signed by the Treasurer, or some person lawfully acting in the place of such Treasurer.

25.1.8. BANKING ACCOUNT

25.1.8.1. All monies of the CLUB shall be paid into such Bank(s) as the Committee may decide upon, and shall be drawn there from by cheque's signed by the Chairman or such member or members of the Committee as the latter may from time to time decide, as well as by the Treasurer. All payments by the CLUB shall be made by internet banking or cheque, drawn as aforesaid, except petty cash payments to a maximum of R50.00. (Treasurer, plus one authorised signature).

25.1.9. BYE-LAWS

25.1.9.1. To make, vary and repeal bye-laws for the regulation of the affairs of the CLUB, its officers and servants, or the members of any class of the CLUB, provided that such bye-laws do not conflict with the rules of the CLUB.

25.1.10. INVESTMENT OF MONEY

25.1.10.1. To invest and deal with any monies of the CLUB not immediately required for the purpose of the CLUB upon such securities and on such terms as it may think fit, and from time to time to vary or realise, such investments.

26. ANNUAL GENERAL MEETING DATE

- 26.1. The Annual General Meeting of the CLUB, of which fourteen days' notice shall be given, shall be held between mid and end November of each year.
- 26.2. The business to be transacted at the Annual General Meeting shall be
 - 26.2.1. To confirm the Minutes of the previous General Meeting
 - 26.2.2. To receive and consider the reports on the affairs of the CLUB and Statement of Accounts as at the 31st day of December, of each year, which day shall be the end of the CLUB's financial year. A financial compilation report prepared by a qualified auditor will be presented at the AGM.
 - 26.2.3. To elect a chairman and an executive from Members of the CLUB, to form the Committee for the ensuing two year period (if applicable).
 - 26.2.4. To elect the CLUB's Auditors.
 - 26.2.5. To elect an Honorary Life Member or Members, if any proposed by the Committee.
 - 26.2.6. To consider any business concerning the affairs of the CLUB, of which due notice has been given, which is brought under consideration by the Committee.

27. SPECIAL GENERAL MEETING

- i) The Committee shall have the power to call a Special General Meeting of the CLUB
 - (1) at any time; or
- ii) On requisition signed by fifteen Members in good standing.

In the case of (1), fourteen days written notice shall be given to the Members for such Meeting and in the case of (2), fourteen days written notice shall be given to the Chairman by the Members of such meeting and fourteen days written notice shall be given by the Chairman to the Members. Only such items as appear on the requisition shall be discussed at such a General Meeting.

28. QUORUM AT GENERAL MEETINGS

A quorum for an Annual General Meeting or a Special General Meeting called by the Committee shall be fifteen Members with one official vote. Provided that if no quorum be present, within fifteen minutes after the time fixed for the meeting, the Meeting shall called by the Committee, be postponed to the same day and hour in the following week. And at such adjourned meeting the members present shall be deemed to be a quorum for the transaction of all business for the meeting. In the case of a Special General Meeting, called by requisition of members, if no quorum be present, it shall definitely be dissolved.

29. ELECTION OF HONORARY LIFE MEMBER

Any member of the CLUB, who is in good standing, may nominate in writing, to the Committee a person he/she feels warrants consideration for Honorary Life Membership. Only the Committee, after investigating the nominee, may present the name to an Annual General Meeting or Special General Meeting of the CLUB called for that purpose. The nominee will be deemed "elected" if the majority of the Members present at such meeting vote in favour. Such Honorary Life Member/s shall be subject to the rules of the CLUB and shall be entitled to the privileges of the CLUB but shall pay no subscriptions.

30. VOTING AT GENERAL MEETINGS

Every question submitted to a meeting shall be decided by a show of hands except where the Chairman thereof calls for a ballot. The Chairman shall have a second or casting vote in the case of equality.

31. TRUSTEE

All the movable property of the CLUB shall be vested in a Trustee. The Chairman of the CLUB during his period of office, or in his absence, the Vice Chairman, or such other Member of the Committee, be acting in the capacity as Chairman, shall be the Trustee of the CLUB.

32. POWER OF TRUSTEE

The Trustee shall stand possessed of the property of the CLUB and shall apply and dispose of the same for the benefit of the CLUB, in such manner, as the Committee shall, in conformity with the rules, direct. The CLUB's funds and assets shall be devoted solely to the objects of the CLUB and no Member shall be entitled to any portion of the funds or assets thereof.

33. DISSOLUTION

In the event of the CLUB dissolving for any reason, all assets and liabilities at the time shall be ceded to an organization of a similar nature in the Rondebsoch area. In particular, no monies or any other assets of the CLUB shall be given or taken over by any member or any other person in his own right.

34. ALTERATION OF RULES

Alterations to the foregoing Articles of Association can be made by two thirds majority only at an Annual General Meeting or Special General Meeting called for that purpose. Fourteen days notice, in writing, of any proposed changes to the Constitution must be given to the Committee. Any propose changes should be shown on the notice of the Meeting distributed to the Members.