



**LIVINGSTON
LEANDY INC.**
1974/001855/21

Attorneys • Notaries • Conveyancers

DURBAN SURF LIFESAVING CLUB CONSTITUTION

(As approved and adopted at a Special General Meeting of Members held on 15 July 1998 and as amended at Special General Meetings held on 6 June 1999 and 10 April 2005 and the AGM held on 4 August 2014)

Durban Office: 5th Floor, 2 Devonshire Place, Durban 4001
P.O. Box 35, Durban 4000, South Africa • Docex: Dx64, Durban
Telephone: 031 327-4000 • Telefax: 031 327-4011, 031 327-4022

La Lucia Ridge Office: 2nd Floor, The Square, 250 Umhlanga Rocks Drive, La Lucia Ridge, 4051
P O Box 4107, Umhlanga Rocks, 4320, South Africa • Docex: Dx4, Umhlanga Rocks Telephone: 031
566-2460 • Telefax: 031 566-2470

DURBAN SURF LIFESAVING CLUB

CONSTITUTION

(As approved and adopted at a Special General Meeting of Members held on 15 July 1998 and as amended at Special General Meetings held on 6 June 1999 and 10 April 2005 and the AGM held on 4 August 2014)

1 NAME

- 1.1 The Club is named "DURBAN SURF LIFESAVING CLUB" for the duration of the Sponsorship Agreement entered into between the Club and Gotcha Lifestyle SA (Proprietary) Limited.
(Amended at Special General Meeting on 10 April 2005.)
- 1.2 Upon termination of the Sponsorship Agreement referred to in 1.1 for any reason whatsoever the name of the Club shall revert to "DURBAN SURF LIFESAVING CLUB".
(Amended at Special General Meeting on 6 June 1999.)

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Constitution the following words or expressions shall have the meanings assigned to them, with cognate words or expressions having corresponding meanings, unless the context clearly requires or indicates otherwise:-
- 2.1.1 "Active Member" means the following categories of Members of the Club:-
- Senior and Junior Members who are holders of the Lifeguard Award;
 - Country Members;
 - Active Reserve Members;
 - Executive Committee Members;
 - Life Members.
- 2.1.2 "Active Reserve" means the status of membership set out in **7.1.4**;
- 2.1.3 "Beach Duties" means the lifesaving duties or patrols performed by a Member of a Duty Squad;
- 2.1.4 "Club" means subject to the provisions of 1 "Durban Surf Lifesaving Club";
(Amended at Special General Meeting on 10 April 2005);
- 2.1.5 "Clubhouse" means the Club premises from time to time and presently situate at North Beach, Durban;

- 2.1.6 "Club Test" means the swimming test required to be passed by applicants applying to join the Club as Active Members, as more fully described in 21;
- 2.1.7 "Duty Squad" means the designated squad of Members performing lifesaving duties and patrols for the Club;
- 2.1.8 "Executive Committee" means the committee of Members elected at each annual general meeting;
- 2.1.9 "Member" means any person who is accepted as a member of the Club upon satisfying the qualification requirements of the category of membership for which he/she has applied;
- 2.1.10 "Lifeguard and Junior Lifeguard Award" means the award by South African Lifesaving to Members qualifying such Members to undertake and perform Beach Duties;
- 2.1.11 "Constitution" means the Constitution of the Club as recorded in this document, and as approved and adopted by the Members at a special general meeting.
- 2.2 In this Constitution:-
- 2.2.1 words importing one gender shall include the others;
- 2.2.2 words importing the singular shall include the plural and vice versa;
- 2.2.3 Headings are included for convenience only and are not to be used in construing or interpreting this Constitution.

3 AFFILIATIONS

- 3.1 The Club shall be affiliated to South African Lifesaving and its provincial association KZN Central Lifesaving Association and any other associations or organisations established in substitution thereof.
- 3.2 Members shall abide by and comply with all provisions of the constitutions of South African Lifesaving and KZN Central Surf Lifesaving Association and the decisions taken or made pursuant thereto insofar as such provisions and decisions affect the Club and its Members.

4 AIMS AND OBJECTIVES OF CLUB

The aims and objectives of the Club, in conjunction with the Durban Metropolitan local authority and under the guidance of South African Lifesaving and Central Natal Surf Lifesaving Association, are to:

- provide an efficient surf lifesaving patrol for the surf bathing public at North Beach, Durban and/or any other such beaches as agreed with the relevant authorities;

- promote , foster and advance surf lifesaving; and
- promote and participate in competition in the sport of surf lifesaving.

5 **HEADQUARTERS**

The Club's headquarters are located at the Clubhouse, or such other premises as the Club may from time to time decide, and from which headquarters the Club shall operate all its activities.

6 **STATUS OF MEMBERS**

- 6.1 Any person regardless of race, sex or religion shall be entitled to apply for membership of the Club.
- 6.2 The Club is a voluntary association of its Members.

7 **MEMBERSHIP**

The Club shall have the following categories of membership:-

7.1 **Active Members:**

These Members shall be:

7.1.1 **Senior Members:**

A Senior Member shall:-

- be at least 18 years of age;
- hold the Lifeguard Award;
- Have passed the annual South African Lifesaving re-test.

7.1.2 **Junior Members:**

A Junior Member shall:-

- be at least 14 years of age but not older than 18 years of age;
- hold the Junior Lifeguard Award;
- Have passed the annual South African Lifesaving re-test.

7.1.3 **Country Members:**

A Senior or Junior Member may on written application to the Executive Committee become a Country Member where he/she resides in excess of 60 kilometres from the Durban Magisterial boundary, and upon acceptance as such a Country Member shall be required to perform at least 2 Beach Duties/20 hours per year.

7.1.4 **Active Reserve Members:**

7.1.4.1 A Senior Member may apply to the Executive Committee for Active Reserve status on:-

- having completed a minimum of 10 years' service and who has during that period performed a minimum of 80% of the Beach Duties allocated to him/her in each year of his/her service; or
- attained 30 years of age, subject to the approval by the Executive Committee; or
- Having completed a minimum of 10 years' service with any other Surf Lifesaving Club, subject to approval by the Executive Committee.

7.1.4.2 An Active Reserve Member shall perform Beach Duties from time to time when called upon by the Club Captain or Executive Committee, in particular during peak periods such as over the Easter weekend, Christmas Day, Boxing Day and New Year's Day, and any Active Reserve Member who fails to perform his Beach Duties when called upon without good reason, shall have his membership of the Club terminated.
(Amended at Special General Meeting on 6 June 1999)

7.1.5 **Executive Committee Members:**

These are Members who have been elected at an annual general meeting of the Club to serve on the Executive Committee.

7.1.6 **Life Members:**

7.1.6.1 A Senior Member on written application to the Executive Committee may be recommended for Life Membership on satisfying the following requirements:

- the Member shall have completed 10 years continuous service with the Club of which at least 10 years have been served as a Junior and/or Senior Member
- the Member shall have performed a minimum of 80% of the Beach Duties allocated to him/her in each year of service, provided that if the Member becomes physically disabled, professionally employed or completing tertiary education so as to preclude him/her from performing Beach Duties he/she shall have completed at least 5 years continuous service during which period the Member has performed a

minimum of 80% of the Beach Duties allocated to him/her in each year of service. For the purpose of calculating whether the required minimum has been performed, excused and penalty Beach Duties shall not be taken into consideration. The Executive Committee has absolute discretion.

7.1.6.2 A Member may be recommended for Life Membership by the Executive Committee for continuous and devoted service to the Club provided the Member shall have completed 10 years' service with the Club.

7.1.6.3 The award of the Life Membership to any Member shall be made by two thirds majority vote passed at an annual general meeting having been recommended by a two thirds majority vote passed at a meeting of the Executive Committee.

7.1.6.4 A Life Member shall be entitled to the enjoyment of all Club facilities and privileges and shall be deemed an Active Member for the purposes of 9.

7.1.7 **General**

A Senior, Junior or Country Member who does not hold the Junior Lifeguard Award or Senior Lifeguard Award shall not be entitled to the status and benefits of Active Membership.

7.2 **Nipper Members:**

7.2.1 A Nipper Member shall be at least 8 years of age but not older than 14 years of age.

7.2.2 A Nipper Member shall be obliged to obtain the Junior Lifeguard Award within 3 months of becoming a Junior Member.

7.3 **Associate Members:**

7.3.1 An Associate Member is a person who has applied to the Club for any category membership outside of Active Membership, typically referred to as Coffee Club, All Sports, Parents and Nipper Membership.

7.3.2 An Associate Member shall be obliged to pay annual subscriptions and shall be entitled to all Club privileges.

7.3.3 An Associate Member shall not be entitled to vote at any general meeting of the Club.

7.3.4 The membership of all Associate Members shall be reviewed annually by the incoming Executive Committee at its first meeting after the annual general meeting, who shall decide whether existing Associate Members shall be re-elected or accepted for a further year. The decision of the Executive Committee shall be final.

7.4 **Professional Lifeguards:**

A Senior Member who is a full time professional lifeguard employed by a local authority or other professional lifesaving service may on written application to the Executive Committee apply for dispensation that he/she be required to perform a minimum of 2 Beach Duties/20 hours per year for the Club.

7.5 **Probationary Members:**

7.5.1 An applicant for membership of the Club may after having complied with all requirements imposed by the Executive Committee be made a Probationary Member for a minimum period of 3 months.

7.5.2 A Probationary Member shall be entitled to the full use of the Clubhouse and the Club's facilities but shall not have a vote at a general meeting until accepted as an Active Member.

7.5.3 A Probationary Member shall during his/her period of probation attempt to pass the Surf Proficiency Award.

7.5.4 The Executive Committee may in its absolute discretion extend the period of probation.

7.5.5 A Probationary Member shall, upon the expiry of his/her period of probation and having been awarded the Surf Proficiency Award and passed the requirements of the Club Test, be required to attend a meeting of the Executive Committee, to be accepted as an Active Member.

7.6 **Service:**

7.6.1 Service, insofar as this provision 7 is concerned, means the satisfactory performance by a Member of the duties assigned to such Member, including the performance by an Active Member of his/her Beach Duties, and a Member's service shall not be continuous if his/her membership has been interrupted by termination of membership for whatever reason or should such Member have been expelled or suspended, provided that a Member's service shall not have been interrupted and shall be deemed to be continuous if the Member's non-performance of his/her duties to the Club is due to reasons beyond the Member's control, including war service, conscription, illness or injury, professional employment or tertiary education (subject to medical proof) or leave granted by the Executive Committee, and provided the Member shall have made up and performed any outstanding Beach Duties or other duties which were not performed during the Member's absence within that time period as stipulated by the Executive Committee.

7.6.2 Satisfactory performance by an Active Member of his/her Beach Duties shall mean that such Member shall have performed a minimum of 80% of the Beach Duties allocated to him/her in each year of service.

8 APPLICATION FOR MEMBERSHIP

- 8.1 The provisions of this clause shall apply to all categories of membership to the Club.
- 8.2 An applicant for membership shall complete and sign an application in the prescribed form which application shall be signed by an Executive Committee Member.
- 8.3 The applicant's application shall be displayed on the Club noticeboard for a period of 14 consecutive days to ensure that the applicant has passed the Club Test and paid the requisite non-refundable entrance fee to the Club.
- 8.4 The applicant shall thereafter be required to attend a meeting of the Executive Committee where the applicant may, subject to the discretion of the Executive Committee be accepted as a Probationary Member for a minimum period of 3 months.
- 8.5 An applicant applying for Associate Membership shall not be required to:-
- pass the Club Test;
 - pass the Surf Proficiency Award;
 - serve a period of probation.
- 8.6 The decision of the Executive Committee in accepting or rejecting an application for membership as a Member whether Probationary or otherwise shall be final and the Executive Committee shall not be obliged to disclose any reasons whatsoever for its decision.
- 8.7 No applicant shall be accepted for any category of membership to the Club unless such applicant undertakes in writing to the Club that he/she shall not without the written permission of the Executive Committee approach any of the Club's sponsors or undertake activities, such as communicating to the Club's members using the Club's confidential database/s, or obtain sponsorships while competing for the Club in Club colours which are in conflict with the Club's sponsors from time to time. If a member contravenes this undertaking they will be subject to the provisions of clause **25**.

9 GENERAL MEETINGS OF MEMBERS

- 9.1 An annual general meeting shall be held in June each year or so soon thereafter as possible.
- 9.2 Unless otherwise decided at a general meeting, the financial year of the Club shall run from 1 May in one year to 30 April in the following year.
- 9.3 All general meetings other than the annual general meeting shall be called special general meetings.
- 9.4 The Executive Committee may wherever it deems fit and shall upon a request in writing made by an Active Member who has the prior written approval of at least

25 Active Members convene a special general meeting, and should the Executive Committee fail to call a special general meeting within 14 days of such request, the Active Members concerned shall be entitled to call the special general meeting. The notice convening the special general meeting convened pursuant to this provision shall show the names of and be signed by the Active member requesting such meeting and the Active Members who have given their approval thereof.

- 9.5 At least 14 days' notice shall be given of an annual general meeting.
- 9.6 At least 10 days' notice shall be given of a special general meeting.
- 9.7 The notices referred to in **9.5** and **9.6** shall be deemed to have been sufficiently given if such notices shall have been displayed on the Club notice board for a period of 14 and 10 consecutive days respectively prior to the date of such general meeting or the notice is sent out by email to the Club's database, provided that in the case of Country Members the notices shall be emailed to such Country Members at the email address last submitted to the Secretary.
- 9.8 No business shall be transacted at any general meeting unless a quorum is present.
- 9.9 A quorum at a general meeting shall be 25 Active Members present in person and entitled to vote, provided that if within 10 minutes after the time appointed for a general meeting a quorum is not present, the general meeting shall stand adjourned to re-convene 30 minutes later on the same day and at the same time, and at such adjourned general meeting a quorum shall remain 25 Active Members present in person and entitled to vote.
- 9.10 The Chairman of the Executive Committee shall preside as chairman at every general meeting.
- 9.11 At any general meeting a decision or resolution put to the vote shall be decided on a show of hands unless the chairman deems a poll necessary.
- 9.12 Only Active Members present in person and entitled to vote shall be entitled to vote at a general meeting, and on a show of hands or on a poll declared by the chairman of the general meeting an Active Member shall have one vote.
- 9.13 Unless otherwise specified or required in this Constitution, all decisions or resolutions put to the vote at a general meeting shall be determined on a majority of votes of Active Members present in person and entitled to vote.
- 9.14 The Chairman of the Executive Committee shall have a deliberate as well as a casting vote at any general meeting.
- 9.15 An Active Member shall not be entitled to vote at any general meeting if:-
 - any amounts due by him/her to the Club have not been paid;
 - he/she has been suspended by the Club.
- 9.16 Votes at a general meeting shall be cast by the Active Member personally present and there shall be no voting by proxy.

- 9.17 The following business shall be transacted at an annual general meeting:-
- attendance and apologies;
 - confirmation of minutes of previous annual general meeting;
 - confirmation of minutes of any special general meeting held during the year;
 - Chairman's report;
 - consideration of financial statement and report by treasurer;
 - Club Captain's report;
 - election of the Executive Committee Members;
 - election of the Honorary Members;
 - finance/banking account;
 - appointment of Club Secretary;
 - election of Trustees;
 - honoraria and awards;
 - general

10 **EXECUTIVE COMMITTEE:**

- 10.1 The Executive Committee shall meet at the Clubhouse at least once every calendar month.
- 10.2 At a meeting of the Executive Committee, a quorum shall consist of 5 Executive Committee Members of whom either the Chairman or the Club Captain shall be present, provided that if within 30 minutes after the time appointed for a meeting of the Executive Committee a quorum is not present the Executive Committee meeting shall stand adjourned and re-convene 5 minutes later on the same day and at the same venue with the Executive Committee Members present forming the quorum at such meeting, provided that there shall be at least 3 Members of the Executive Committee present of whom the Chairman of the Executive Committee and the Club Captain shall be present.
- 10.3 An Executive Committee Member who is absent from 2 consecutive meetings or 3 meetings in total of the Executive Committee without notifying the Secretary or furnishes unacceptable excuses for his/her non-attendance may be requested to resign from the Executive Committee.
- 10.4 An Executive Committee Member may be called upon to resign from the Executive Committee following a majority vote passed at a special general meeting called for that purpose or a two thirds majority vote passed at a meeting of the Executive Committee.

- 10.5 The management of the Club's affairs shall vest in the Executive Committee, whose powers and duties shall extend to all aspects of the Club with due regard being had to the Club's administration, its Members, control of Club funds, and the organisation of Beach Duties in collaboration with the Durban Metropolitan local authority.
- 10.6 The Executive Committee in the exercise of its functions and duties and shall have the power to make purchases on behalf of the Club, to invest funds and generally to exercise financial controls for the benefit of the Club and its Members.
- 10.7 All matters at any meeting of the Executive Committee shall be determined by a majority of the votes of the Executive Committee Members present and voting.
- 10.8 An Executive Committee Member shall be entitled to one vote, with the Chairman of the Executive Committee having a deliberate as well as a casting vote.
- 10.9 Subject to any restriction imposed or direction given at a general meeting the powers of the Executive Committee shall be absolute and shall not be subject to the jurisdiction of the other Members.
- 10.10 All Members shall be bound by and abide with the decisions of the Executive Committee.
- 10.11 The composition of the Executive Committee shall be:-
- Chairman;
 - Vice Chairman;
 - Club Captain;
 - Vice-Captain;
 - Treasurer;
 - Clubhouse Manager;
 - Equipment Manager;
 - Competition Director;
 - Media Director;
 - Nipper Chairman;
 - Non-Portfolio;
 - Non-Portfolio.
- 10.12 The Executive Committee shall be elected from the body of Members at each annual general meeting, and shall hold office for a period of one year, and be available for re-election in the following year.

- 10.13 The Executive Committee shall have the power to appoint Members to handle specialised areas of the Club's activities, including the Club Instructor, Junior Manager and IRB Captain.
- 10.14 The Executive Committee may appoint sub-committees from time to time to attend to those matters and duties specifically conferred upon such sub-committees, and the composition of and powers granted to any sub-committee shall be determined by the Executive Committee in Its absolute discretion.
- 10.15 The Executive Committee shall at its first meeting after the annual general meeting appoint a selection committee comprising 3 Active Members whose function and duty is to select competitive teams and individual competitors for all competitions, this committee will be chaired by the Competition Director.
- 10.16 No Member shall be entitled to hold the position of Chairman or Club Captain for a consecutive period exceeding 4 and 3 years respectively, provided that such Member shall be eligible for re-election as Chairman or Club Captain as the case may be following one year's break from holding such position, and provided further that the outgoing Chairman shall sit on the Executive Committee in an advisory capacity for the year following his no longer holding the position of Chairman.
(Inserted by a Special General Meeting on 6 June 1999)

11 **FUNCTIONS AND DUTIES OF THE EXECUTIVE COMMITTEE MEMBERS AND OTHER OFFICERS**

11.1 **Executive Committee Members**

11.1.1 **Chairman**

The Chairman shall chair and preside over all meetings of the Club.

11.1.2 **Vice-Chairman**

The Vice-Chairman will sit in and preside over all meetings of the Club, and represent the club at official functions, in the absence of the Chairman.

11.1.3 **Club Captain**

The Club Captain's functions and duties shall include:

- to manage and organise all Club affairs which are not specifically dealt with by the other Executive Committee Members or officers;
- to act as the liaison between the Executive Committee and the Active Members;
- to assist the Chairman, and chair and preside over meetings during the Chairman's absence;
- to assist the Vice Captain in his duties when not available.

11.1.4 **Vice-Captain**

The Vice-Captain's functions and duties shall include:-

- to organise, control and supervise the performance of Beach Duties;
- to attend to the organisation and supervision of Duty Squads and the allocation of Members to Duty Squads;
- to supervise the training of new Members;
- to assist the Club Captain in his duties when not available.

11.1.5 **Treasurer**

The Treasurer's primary function is to ensure the proper and effective control of the Club's finances by:-

- keeping accurate books of account;
- banking all income received by the Club and issuing receipts therefor;
- attending to payment of all accounts relating to Club expenditure that have been approved by the Executive Committee;
- collecting annual subscriptions and other amounts due from Members;
- supervising the preparation by the Honorary Auditor of annual financial statements;

11.1.6 **Clubhouse Manager**

The Clubhouse Manager shall primarily be responsible for the maintenance, repair and cleanliness of the Clubhouse.

11.1.7 **Equipment Manager**

The Equipment Manager shall primarily be responsible for the maintenance, repair and allocation of all Club lifesaving equipment and gear, including reels, box lines, torpedo buoys, anchors, malibu boards, skis and medical supplies for use by the Duty Squads.

11.1.8 **Competition Director**

The competition Director will preside over and select the competitors for individual and team races that the club will compete in both nationally and internationally. He will provide advice to the Club Coach regarding the competitors' conditioning and preparation for the competitions.

11.1.9 **Media Director**

The media director is responsible for all information being communicated to the members, the public and sponsors. The media director will also be responsible for the image of the information being presented to the Club's members.

11.1.10 **Nipper Chairman**

The Nipper Chairman is responsible for the running and reporting and management along with his/her management team for the duration of the year. His role will typically involve managing the education of the Nippers, selecting of teams, training the Nippers and competing in competition.

11.1.11 **Non-Portfolio member**

The 2 Non-Portfolio Members shall not be assigned any specific functions and duties while serving on the Executive Committee but shall undertake and perform such activities as required by the Executive Committee from time to time.

11.1.12 **Co-opted Members**

Co-opted Members appointed by the Executive Committee such as Club Instructor, Junior Manager, Nipper Manager and IRB Captain shall undertake and perform such functions and duties that the Executive Committee may from time to time assign to such Members.

11.2 **Honorary Officers**

The following Honorary Officers shall be elected at each annual general meeting:-

- Patron;
- Vice-Presidents;
- Honorary Auditor, who shall be required to audit the Club's books of accounts and prepare the annual financial statements;
- Honorary Medical Advisor, who shall advise the Club on medical matters;
- Honorary Legal Advisor, who shall advise, but not be required to represent the Club on all legal matters.

11.3 **Secretary**

11.3.1 The Secretary shall be a paid official of the Club appointed by the Executive Committee on an annual basis, which appointment shall be approved at each annual general meeting.

11.3.2 The Secretary shall be responsible for carrying out the secretarial function of the Club including:-

- receiving, replying to and dealing with all the Club's correspondence;

- attending all Club meetings, including meetings of the Executive Committee, annual general meetings and special general meetings, and recording and transcribing the minutes of such meetings;
- preparing, maintaining and co-ordinating the social activities of the Club, including the keeping of a roster therefor;
- receipting and banking of all income received by the Club;
- keeping and maintaining an up to date register of Members and a record of each Member's personal details, record of Beach Duties performed, competitive results, leave and other matters of importance;
- keeping and maintaining an up to date record of all Beach Duties performed, including rescues, and the submission thereof to Central Natal Surf Lifesaving Association and to the Durban Metropolitan local authority.

11.3.3 The salary and terms and conditions of the appointment of the Secretary shall be determined by the Executive Committee.

11.4 **Trustees of the Durban Surf Trust**

Trustees of the Durban Surf Trust shall be elected at a General Meeting of Members of the Club as and when required in accordance with the provisions of the trust deed of the Durban Surf Trust.

(Amended at Special General Meeting on 6 June 1999.)

12 **BANKING ACCOUNT**

12.1 The Club shall operate and maintain a current account with cheque facilities with any recognised South African commercial bank.

12.2 All monies received by the Club shall be paid into the Club's banking account.

12.3 All Club expenditure shall be paid by cheque drawn against the Club's banking account or by Electric Funds transfer (EFT).

12.4 All cheques and money withdrawals from the Club's banking account shall be signed by any 2 of the 4 Executive Committee Members appointed at the annual general meeting.

13 **ENTRANCE FEES AND SUBSCRIPTIONS**

13.1 Every applicant for Membership to the Club shall pay a fee that is approved by the Executive Committee.

13.2 Members shall pay annual subscriptions to the Club in such amounts as the Executive Committee may decide from time to time.

- 13.3 The Executive Committee shall be entitled in its absolute discretion to determine the amounts payable as annual subscriptions for each category of membership.
- 13.4 Life Members shall not be obliged to pay annual subscriptions, provided that any Life Member enjoying Club facilities and privileges shall pay annual subscriptions.
- 13.5 Annual subscriptions are due annually in advance on 1 June.
- 13.6 A Member whose annual subscriptions and any other amounts due by such Member that have not been paid within 2 months after the due date for payment may be dealt with by the Executive Committee as it in its absolute discretion deems fit, provided that should a Member not have paid his/her annual subscriptions within 2 months after the due date for payment then the defaulting Member's membership of the Club shall automatically terminate without further notice to such defaulting Member.
- 13.7 The Club shall be entitled to set off any prize money awarded to a Member against the debts of such Member to the Club arising from due and outstanding subscriptions or any other amounts which such Member is obliged to pay.
- 13.8 All Executive Committee Members are exempt from paying annual subscription fees for them and their respective families.

14 **BEACH DUTIES**

- 14.1 Beach Duties shall be performed by all Active Members with the exception of:-
- the Chairman of the Executive Committee;
 - the Club Captain;
 - the Vice-Captain;
 - Life Members.
- 14.2 Although Active Reserve Members have not been specifically allocated Beach Duties, Active Reserve Members may be requested by the Duty Committee to perform Beach Duties, and should an Active Reserve Member fail to perform Beach Duties when requested this factor shall be taken into consideration by the Executive Committee when recommending Life Membership or any other award.
- 14.3 The Duty Committee comprising:
- the Club Captain;
 - the Vice-Captain;
 - all Duty Squad leaders;
- shall assist the Vice-Captain with the supervision and performance of Beach Duties.
- 14.4 The Duty Committee shall meet as and when so required.

- 14.5 Beach Duties shall be undertaken and performed by the Duty Squads under the leadership of a Squad Leader appointed by the Duty Committee.
- 14.6 The days and hours of duty comprising Beach Duties shall be as determined by the Durban Metropolitan local authority from time to time, and are currently Saturdays, Sundays and public holidays from 08h00 to 17h00, which closing time is extended to 18h30 during holiday season as determined by the Durban Metropolitan local authority.
- 14.7 Members in the performance of Beach Duties shall be required to carry out the procedures as determined and required by South African Lifesaving and the Durban Metropolitan local authority from time to time, including completing and signing the duty register. The Squad Leader shall be responsible for the correctness of the information recorded in the duty register.
- 14.8 Under no circumstances shall a Member who is performing Beach Duties leave the beach or patrol area without the permission of his/her Squad Leader.
- 14.9 The Executive Committee shall determine the duty kit to be worn by Duty Squads from time to time. Subject to the availability of duty kit, Members performing Beach Duties shall at all times ensure that they wear the allocated duty kit.

15 **ABSENCE FROM BEACH DUTIES**

- 15.1 A Member who without permission is absent from his/her allocated Beach Duties on 2 consecutive occasions or on 3 occasions in any one year may, on failing to furnish the Executive Committee with a satisfactory explanation have his/her membership summarily terminated.
- 15.2 A Member may substitute another Member of the same standing and skill in the performance of such Member's allocated Beach Duties, provided that the responsibility for the actions of the substituted Member shall remain with the Member to whom the Beach Duties were originally allocated.
- 15.3 In the circumstances envisaged in **15.2**, the substituted Member shall be credited with the performance of the Beach Duties for the purpose of determining whether a Member has satisfied the service requirement set out in **7.7**.
- 15.4 The Duty Committee may require a Member to perform any allocated Beach Duties not done by such Member, and in addition thereto may impose as a penalty that such Member perform additional Beach Duties, which additional Beach Duties shall not be taken into consideration in determining whether a member has satisfied the service requirement set out in **7.7**.

16 **LEAVE GRANTED FROM BEACH DUTIES**

- 16.1 The Executive Committee may in its absolute discretion grant to a Member leave of absence from Beach Duties.

- 16.2 A Member shall be required prior to taking leave to submit an application in writing to the Executive Committee for leave granted from Beach Duties.

17 **AWARDS**

- 17.1 The following awards may be made to Members:-

17.1.1 **Meritorious Awards for:-**

- 17.1.1.1 Rescue, awarded to a Member for an outstanding rescue;
- 17.1.1.2 Service, awarded to a Member for either meritorious service or for 15 years continuous service to the Club. The provisions of **7.7** shall apply *mutatis mutandis* in determining whether a Member's service is continuous.

17.1.2 **Competitive Honours:**

Competitive Honours may be awarded to a Member who has competed as a Senior for the Club on at least 5 separate occasions at the South African Surf Lifesaving Championships and have scored 50 or more points while competing as a Senior for the Club at the South African Surf Lifesaving Championships and Worlds where the points to be scored by a Member are allocated as follows:-

<u>Individual Events</u>	<u>SA Champs</u>	<u>World Lifesaving Champs</u>
First place	5	8
Second place	3	6
Third place	1	3
<u>Team Events</u>		
First place	3	5
Second place	2	4
Third place	1	2

17.1.3 **Diploma of Merit:**

This award, in the form of a certificate shall be made to a Member who has completed 5 years continuous service to the Club during which period the Member shall have performed a minimum of 80% of the Beach Duties allocated to him/her during each year of service.

- 17.2 The awards set out in **17.1** shall be made on a two-thirds majority vote passed at an annual general meeting, having been recommended by a two-thirds majority vote passed at a meeting of the Executive Committee.

18 **GUESTS**

- 18.1 Members of other clubs affiliated to South African Lifesaving may at the discretion of the Executive Committee be entitled to use the Clubhouse, including change rooms provided prior approval shall have been received from the Executive Committee.
- 18.2 Members shall be entitled to host guests at the Clubhouse, excluding the use of the change rooms and ski pen, provided such guests remain with their hosting Member while they are in the Clubhouse and that the hosting Member shall at all times be responsible for the conduct of his/her guests.
- 18.3 The number of guests which a Member may host at the Clubhouse shall be limited to 2 (excluding family members of an Active Member), and no guest shall be allowed into the Clubhouse more than twice in any calendar month.

19 **USE OF CLUBHOUSE**

- 19.1 Members shall at all times ensure that they and their guests are properly and neatly attired when in the Clubhouse (excluding the change rooms and ski pen).
- 19.2 No Member nor any other person shall be allowed in the hall, bar area and committee room sections of the Clubhouse wearing only a costume.
- 19.3 The allocation of lockers and ski/board racks to Members shall be at the discretion of the Executive Committee, which shall be entitled to charge a fee in the amount as determined by the Executive Committee from time to time to any Member who has been allocated a ski/board rack or is storing craft or equipment at the Clubhouse.

20 **CLUB COLOURS**

- 20.1 The Club badge in the shape of a shield, approximately 11,5cm long and 9cm wide incorporating a lifebelt and the coat of arms of the City of Durban embroidered in gold, red, black and white shall be registered as a heraldic representation in terms of the Heraldry Act, 1962.
- 20.2 In competition, lifesaving displays and carnivals, the Club colours as registered with SA Lifesaving shall be:
- a black costume, which in the case of males shall bear the endorsement "Durban Surf" on the back of the costume and the Club's badge and the sponsor's logo on the front of the costume, and for females the Club's badge and the sponsor's logo shall appear on the front of the costume;
 - a red skull cap bearing the endorsement "Durban Surf" on both sides;
 - for march past events the colours of the costume shall be red, black and white bearing the "Durban Surf" endorsement and the sponsor's logo.
(Amended at Special General Meeting on 10 April 2005.)

- 20.3 In addition the following items shall form a part of the Club colours:-
- Club tie which shall be black with narrow diagonal white stripes approximately 5cms apart with lifesaving reels in red and white between the white stripes;
 - Club blazer which shall be black with the Club badge on the breast pocket;
 - Lapel badge which is a small metal badge of the same design as the blazer badge;
 - Track suit/anorak which shall be either red or black.
- 20.4 The colour "red" referred to in this clause shall mean signal red.
- 20.5 Club colours shall not be worn by any person who has not been accepted as a full Member of the Club.

21 **CLUB TEST**

- 21.1 All applicants applying for membership as an Active Member shall prior to being accepted as a Probationary Member be required to pass the Club Test.
- 21.2 The Club Test shall be a swimming test where the applicant is required to swim 400 metres in a swimming pool in less than 8 minutes.

22 **COMPETITION**

- 22.1 No Member who does not hold a Lifesaving Award will be entitled to compete for the Club, and in respect of official South African Lifesaving and provincial association competitions the Member shall be required to have completed and passed a current South African Lifesaving re-test.
- 22.2 A Member shall be entitled to be a member of another club affiliated to South African Lifesaving provided that in all competitions such Member shall compete for the Club.
- 22.3 A Member who has been suspended pursuant to the provisions of **25** shall not be entitled to compete for the Club.

23 **FUND RAISING AND SPONSORSHIPS**

- 23.1 The Executive Committee in its absolute discretion and acting in the best interests of the Club may from time to time undertake fund raising activities and negotiate sponsorships for and on behalf of the Club and its Members.
- 23.2 No Member shall undertake any fund raising activity or launch any appeal for financial assistance for the Club or use the Club's name for that purpose without the prior permission of the Executive Committee.

- 23.3 No Member shall approach any Club sponsor or undertake activities or obtain sponsorship while competing for the Club in Club colours which are in conflict with the Club's sponsors from time to time without the prior written permission of the Executive Committee.
- 23.4 The decision of the Executive Committee in matters relating to fund raising and sponsorships shall be final.

24 **SALE AND CONSUMPTION OF LIQUOR**

- 24.1 The Club shall hold a club liquor license in terms of the Liquor Act, 1997 in respect of the Clubhouse and only Members (including bona fide reciprocity members) shall be permitted to pay for facilities, liquor and refreshments supplied at the Clubhouse.
- 24.2 Liquor shall be consumed only on that portion of the Clubhouse as authorised by the Liquor Board in the granting of the club liquor license, and furthermore there shall be full compliance with all regulations and requirements of the liquor laws in operation from time to time.
- 24.3 No liquor shall be removed from the licensed area, nor shall any liquor be brought into the Clubhouse for use or consumption except in circumstances approved in advance by the Executive Committee.
- 24.4 No Member shall be entitled to any profits accruing from the sale of liquor at the Clubhouse.
- 24.5 No Member residing within 30 km's from the Clubhouse shall be eligible for election as an Honorary Member, temporary member or reciprocity member of the Club unless:-
- he/she is so eligible by reason of his/her holding of a public office or being a bona fide candidate for membership or having conferred an exceptional benefit to the Club; or
 - he/she is allowed the privileges of membership while engaged in a match or competition, and as approved by the Executive Committee.

25 **DISCIPLINE**

- 25.1 Any Member who contravenes or abuses the Club, its facilities or its rules or whose behaviour is deemed detrimental to the interests and welfare of the Club or to the interests and welfare of surf lifesaving in general shall be dealt with by the Executive Committee as deemed fit in the circumstances.
- 25.2 Should the Executive Committee or a sub-committee appointed by the Executive Committee for that purpose decide that allegations and/or complaints made against a Member are of a serious nature it shall summons the Member to appear in person before the Executive Committee or sub-committee to answer the allegations and/or complaints that have been made against such Member.

- 25.3 A Member required to appear before the Executive Committee or sub-committee pursuant to the provisions of **25.2** shall be given at least 7 days' written notice, which notice shall state the nature of the allegations and/or complaints made against such Member, the member will be suspended until the hearing is held.
- 25.4 In the event of the Member failing to attend the hearing contemplated in **25.2**, then the Executive Committee or sub-committee shall be entitled to proceed with the hearing in such Member's absence and all decisions taken thereat shall be valid as if such Member were present.
- 25.5 At any hearing contemplated in **25.2**, the Executive Committee or sub-committee and the Member concerned shall be entitled to call such witnesses to give evidence as they so require.
- 25.6 The Executive Committee or sub-committee may after due investigation and consideration of the allegations and/or complaints made, and upon finding the Member guilty:-
- expel such Member from membership of the Club;
 - suspend membership of such Member for a stipulated period or upon such terms and conditions as the Executive Committee may determine;
 - request a Member to resign his/her membership and if he/she refuses to do so, expel such Member from membership of the Club;
 - impose a fine on such Member, which if not paid shall render such Member subject to any other of the penalties provided for in **25.6**;
 - reprimand such Member and cause a record of such reprimand to be recorded on the personal file of such Member;
 - issue a warning to such Member and cause a record of such warning to be recorded on the personal file of such Member;
- 25.7 In the event of a Member being expelled from membership of the Club, such Member's name shall be deleted from all Club records including honours boards.
- 25.8 Any Member who is aggrieved by the decision of a sub-committee appointed pursuant to this clause **25** shall have the right to appeal to the Executive Committee in writing within 14 days of having been notified by the sub-committee of its decision, which notice shall be delivered to the Executive Committee by pre-paid registered post or by hand served on the Secretary.
- 25.9 The quorum for the meeting of the Executive Committee to consider an appeal in terms of **25.8** shall be 80% of the Members of the Executive Committee whose decision on appeal shall be binding and final on the Member concerned.
- 25.10 No Member shall be entitled to hold a position on the Executive Committee or any sub-committee or act as an official of the Club whilst suspended.

- 25.11 A suspended Member shall, during his/her period of suspension:-
- not have access to the Clubhouse, except the change rooms for the purpose of performing Beach Duties;
 - not, in the case of an Active Member, be entitled to vote at any general meeting of the Club;
 - continue to perform his/her allocated Beach Duties; not compete for the Club;
 - surrender his/her Club card and security access disc to the Club Captain;
 - not be elected to or serve on the Executive Committee;
 - not keep any equipment including malibu boards, ski's or other craft at the Clubhouse.
- 25.12 A Member in the circumstances set out in **15.1** shall automatically and without further notice to such Member have his/her membership suspended until such time as that Member shall have made up the outstanding Beach Duties which were originally allocated to such Member.
- 25.13 Any Member wishing to complain about any matter shall do so in writing to the Secretary or appear personally at an Executive Committee meeting stating in full the nature of such complaint, and the Executive Committee shall be entitled to take such action pursuant to such complaint as deemed fit in the circumstances.
- 25.14 A written notice required to be given to any Member in terms of this Constitution shall be deemed to have been validly served on a Member if delivered by hand to such Member or if posted by pre-paid post to the address of such Member, or the email address of such member as stated by the Member in his application form for membership of the Club on the fourth day after the date of posting. The onus shall be on the Member to notify the Club in writing of any change in such Member's address.

26 **LIMITATION OF LIABILITY**

- 26.1 The liability of any Member shall be limited to the amount due by him/her to the Club.
- 26.2 No liability shall attach to the Club in respect of the property of any Member or his/her guests which may be lost, damaged or stolen on or from the Clubhouse or the duty/patrol area while performing Beach Duties.

27 **LEGAL PROCEEDINGS**

- 27.1 The Club may sue, be sued or be cited in any capacity in legal proceedings in its name and the Chairman of the Executive Committee, or the Club Captain in the event of the Chairman not being available shall sign all documents as may be required for this purpose.

- 27.2 Any Executive Committee Member that is considered to have been defamed or slandered by a Member will receive the financial support of the Club to pursue legal claims against that Member. This will require a 75% majority of the Executive Committee members.

28 **INDEMNITY**

Executive Committee Members and other officers and officials of the Club shall not be liable for damage or loss caused or arising from their actions or omissions in the exercise of their duties to the Club unless such damage or loss was due to wilful neglect or default and the Club indemnifies such Members and officials for any liability incurred to any persons caused or arising during or from the exercise of their duties to the Club unless incurred from wilful neglect or default.

29 **AMENDMENTS TO, INTERPRETATION AND IMPLEMENTATION OF CONSTITUTION**

- 29.1 The regulations and procedures set out in this Constitution shall be binding on all Members.
- 29.2 In the event of any matter or issue arising which is not covered by the Constitution and it is deemed necessary to consider or decide upon such matter or issue, the Executive Committee shall have the power to determine upon such matter or issue pending the due alteration or amendment to the Constitution, provided that in such instances a three quarters (3/4) majority vote of the Executive Committee with all Members of the Executive Committee being present shall be required before the Executive Committee acts in terms of this provision.
- 29.3 Any dispute as to the interpretation of the Constitution shall be determined by the Executive Committee whose decision shall be final and binding on all Members.
- 29.4 The Constitution shall only be altered, amended or added to on a two thirds (2/3) majority vote at an annual general meeting or special general meeting having been convened for the specific purpose of altering, amending or adding to the Constitution.

30 **DISSOLUTION**

In the event of the dissolution of the Club or the Club becoming defunct or non-operative, and should any assets remain after liquidation of the Club's liabilities, such assets shall be donated or transferred to South African Lifesaving or its successor or any other association having objects similar to the objects of South African Lifesaving and which is authorised to collect contributions in terms of the Fund Raising Act, 1978.