



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, and Special General Meeting held on 28 October 2015, and Special General Meeting held on 12 August 2024, and special General Meeting held on 19 August 2025)

Table of Contents

Clause Numbers	Clause Heading	Page
1	Name and status	3
2	Definitions and Interpretation	3
3	Affiliations	5
4	Aims, Objectives and Jurisdiction of Club	5
5	Headquarters	7
6	Status of Members	7
7	Membership	8
8	Application for Membership	11
9	Meetings of Members	12
10	Board	15
11	Rights, Functions and Duties of the Board	18
12	Contracts and Banking Account	23
13	Entrance Fees and Subscriptions	23
14	Beach Duties	24
15	Absence from Beach Duties	25
16	Leave Granted from Beach Duties	25
17	Awards	25
18	Guests	26
19	Use of Clubhouse	26
20	Club Colours	27
21	Club Test	27
22	Competition	28
23	Fundraising and Sponsorships	28
24	Sale and Consumption of Liquor	28
25	Discipline	29
26	Limitation of Liability	31
27	Legal Proceedings	31
28	Indemnity	32
29	Amendments to, Interpretation and Implementation of Constitution	32
30	Dissolution	32
31	Club as a Public Benefit Organisation	33
32	Nonprofit Organisation Registration and Status	34

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, and Special General Meeting held on 28 October 2015, and Special General Meeting held on 12 August 2024, and Special General Meeting held on 19 August 2025)

1 NAME AND STATUS

- 1.1 The Club is named "DURBAN SURF LIFESAVING CLUB". The shortened form of the name of the Club is DSLSC.
- 1.3 The Club is a voluntary lifesaving association that exists in its own right, separately from its Members. The Club shall continue to exist even when its membership changes and there are different office bearers.
- 1.4 The Club is a separate legal entity with the power to acquire to hold and to alienate property, and with the capacity to acquire rights and obligations and having perpetual succession and the capacity to sue or be sued in its own name.

2 DEFINITIONS AND INTERPRETATION

- 2.3 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:-
 - 2.3.1 "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;
 - Board Members;
 - Life Members.
 - 2.3.2 "Active Reserve" means the status of membership set out in clause 7.1.4;
 - 2.3.3 "AGM" means an Annual General Meeting of the Club;
 - 2.3.4 "Beach Duties" means the lifesaving duties or patrols performed by a Member of a Duty Squad;

- 2.3.5 "Board" means the board for the governance of the Organisation as defined in clause **10**;
- 2.3.6 "Club" means Durban Surf Lifesaving Club or DSLSC, and is interchangeable with the word "Organisation" in this Constitution;
- 2.3.7 "Clubhouse" means the Club premises from time to time, and presently situate at North Beach, Durban;
- 2.3.8 "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 clause **21**;
- 2.3.9 "Constitution" means the Constitution of the Club as recorded in this document, and as approved and adopted by the Members;
- 2.3.10 "Duty Squad" means the designated squad of Members performing lifesaving duties and patrols for the Club;
- 2.3.11 "Financial Year" means the period of 12 (twelve) months commencing on 1 April of a calendar year and ending on 31 March of the subsequent calendar year;
- 2.3.12 "ILS" means International Life Saving Federation;
- 2.3.13 "Lifeguard Award" means the award by L S A to Members qualifying such Members to undertake and perform Beach Duties, and includes the Junior Lifeguard Award;
- 2.3.14 "Local Authority" means the eThekweni Metropolitan Municipality, and includes its successors;
- 2.3.15 "LKZN" means Lifesaving KwaZulu-Natal Provincial Association, and includes its successors;
- 2.3.16 "LSA" means Lifesaving South Africa, and includes its successors;
- 2.3.17 "Meetings" means the meetings as referred to in clause **9**;
- 2.3.18 "Member/s" means any person/s who is/are accepted as a member of the Club upon satisfying the qualification requirements of the category of membership for which he/she has applied;
- 2.3.19 "National Association" means a national governing body of a code of sport in South Africa, recognised by the relevant international controlling body and by SASCOC as the only authority for administration and control of that sport;
- 2.3.20 "SASCOC" means the South African Sport Confederation and Olympic Committee;
- 2.3.21 "SGM" means a Special General Meeting of the Club.
- 2.4 In this Constitution:-
- 2.4.1 words importing one gender shall include the others;

- 2.4.2 words importing the singular shall include the plural and vice versa;
- 2.4.3 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 and remain affiliated to LSA and LKZN and any other associations or organisations established as successors of, or in substitution thereof.
- 3.2 The Club shall be subjected to the jurisdiction of the Local Authority and under the guidance of LKZN to which it is affiliated.
- 3.3 Members shall abide by and comply with all provisions of the constitutions of LSA and LKZN and the decisions taken or made pursuant thereto insofar as such provisions and decisions affect the Club and its Members.

4 AIMS, OBJECTIVES AND JURISDICTION OF CLUB

- 4.1 The aims and objectives of the Club, in conjunction with the Local Authority and under the guidance of LSA and LKZN, are to:
 - 4.1.1 affiliate to and co-operate with LKZN and LSA;
 - 4.1.2 provide an efficient lifesaving patrolling and guarding services for the bathing public at North Beach, Durban and/or any other such beaches or bathing facilities as agreed with the relevant authorities;
 - 4.1.3 whenever possible, to rescue bathers in distress;
 - 4.1.4 promote, foster and advance lifesaving; and
 - 4.1.5 promote and participate in competition in the sport of lifesaving.
 - 4.1.6 develop swimming and related skills needed for lifesaving among potential members.
 - 4.1.7 promote the education in lifesaving and the resuscitation of the apparently drowned.
 - 4.1.8 promote the spreading of knowledge of the best methods of lifesaving and resuscitation as laid down by LSA.
 - 4.1.9 adopt and apply any rules, regulations or laws prescribed by LSA for the management and control of lifesaving.

- 4.1.10 promote, foster and ensure the administration, development, co-ordination or promotion of sport or recreation in which the participants take part in a non-professional, voluntary basis.
 - 4.1.11 promote and ensure non-discrimination on the grounds of race, sex, colour, creed or religion. Any Member who practices, perpetuates, condones, or supports racism, or any other discriminatory practices, shall be deemed to be in breach of this Constitution and shall be dealt with to the extent that this Constitution gives power to do so.
 - 4.1.12 co-operate with all or any government, provincial, municipal, statutory or local authorities in promoting, advising, and governing bathing within KZN and in improving, promoting and effecting the saving of life withing KZN.
 - 4.1.13 secure financial support for the Club, or any Member, by any lawful methods whatsoever.
 - 4.1.14 acquire, whether in freehold, leasehold, or in any other form, all types of property, whether immovable, movable, corporeal, or incorporeal, which are required for the attainment of any of the objectives of the Club.
 - 4.1.15 control and administer, for the purpose of best implementing these objectives, any of the aforementioned property, financial support or funds belonging to the Club.
 - 4.1.16 enforce the observance of the Constitution and any bylaws, rules and/or policies of LKZN and LSA, including the laws governing competitions, and to deal with any infringement thereof.
 - 4.1.17 adjudicate on differences and disputes arising out of lifesaving administration matters in the Club.
 - 4.1.18 recommend improvements of methods of lifesaving to LKZN and LSA.
- improve and guard the better interests of marine environment and ecology.
- 4.1.19 generally, take all or any steps, or to perform all or any actions, which are necessary or relevant to the carrying out of these objectives, notwithstanding that any such steps or acts are not specifically included herein.
 - 4.1.20 perform lifeguarding duties and services, with the hours of duty, subject to change by negotiation with the Local Authority, shall be:

on Sundays and Public Holidays:

Summer: 1 October to 30 April : 08h00 to 17h00

Winter: 1 May to 30 September : 08h00 to 16h00; and

on other days as required for special events and requested by the Local Authority. and/or the Board.

- 4.2 The Club shall itself embrace and have control over all Members, and this Constitution shall be binding on all Members, and the Club shall have the right to take disciplinary action against any Member to enforce the observance thereof.
- 4.3 The Club as a separate juristic person has its own obligations, rights and duties, privileges and responsibilities as well as property, assets and liabilities.
- 4.4 The Club is a non-governmental, non-profit organisation, and in that regard:-
 - 4.4.1 all income, property and assets of the Club shall be used solely for the pursuit of the aims and objectives of the Club as set out in this clause 4. Members or office bearers of the Club have no rights over assets and property belonging to the Club. The Club shall, at all times, keep a record of all assets owned by and belonging to the Club;
 - 4.4.2 Subject to clause 31 and Article 51 of the Constitution of LSA, no part of the income, property or assets of the Club may be paid or transferred to any Member of the Club, either directly or indirectly, provided that nothing contained herein shall prevent that reasonable compensation be paid in good faith to any member of the Club in respect of any lawful and authorised service or expense which such member has performed or incurred for or on behalf of the Club. The Club may not give any of its money or property to its Members or office bearers. The only time it can do this is when it pays for work that a Member or office bearer has done for the Club. The payment must be a reasonable amount for the work that has been done;
 - 4.4.3 any Member who holds any asset or property of or for the Club or who has incurred any expense on behalf of the Club, shall account promptly and fully to the Club in respect thereof.
- 4.5 Subject to clause 31 and Article 51 of the Constitution of LSA, no Member will be or is entitled as a Member to any of the income, property or assets of the Club, or to any portion thereof.
- 4.6 No Member will be or is liable as a Member for any of the debts or liabilities of the Club, or for any portion thereof.

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:-

7.1.1.1 be at least 18 (eighteen) years of age;

7.1.1.2 hold the Lifeguard Award;

7.1.1.3 have passed the annual LSA re-test.

7.1.2 Junior Members:

A Junior Member shall:-

7.1.2.1 be at least 14 (fourteen) years of age but not older than 18 (eighteen) years of age;

7.1.2.2 hold the Junior Lifeguard Award;

7.1.2.3 have passed the annual LSA re-test.

7.1.3 Country Members:

A Senior or Junior Member may on written application to the Board become a Country Member where he/she resides in excess of 60 (sixty) kilometres of the geographical boundaries the eThekweni Municipality, and upon acceptance as such a Country Member shall be required to perform at least 2 (two) Beach Duties comprising at least 20 (twenty) hours per year.

7.1.4 Active Reserve Members:

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

7.1.4.1.1 having completed a minimum of 10 (ten) years' service and who has during that period performed a minimum of 80% (eighty percent) of the Beach Duties allocated to him/her in each year of his/her service; or

7.1.4.1.2 attained 30 (thirty) years of age, subject to the approval by the Board; or

7.1.4.1.3 having completed a minimum of 10 (ten) years' service with any other Surf Lifesaving Club, subject to approval by the Board.

7.1.4.2 An Active Reserve Member shall perform Beach Duties from time to time when called upon by the Club Captain or Board, 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.

7.1.5 **Board Members:**

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

7.1.6 **Life Members:**

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

7.1.6.1.1 the Member shall have completed 10 (ten) years continuous service with the Club of which at least 10 (ten) years have been served as a Junior and/or Senior Member;

7.1.6.1.2 the Member shall have performed a minimum of 80% (eighty percent) 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 (five) years continuous service during which period the Member has performed a minimum of 80% (eighty percent) 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 Board has absolute discretion.

7.1.6.2 A Member may be recommended for Life Membership by the Board for continuous and devoted service to the Club provided the Member shall have completed 10 (ten) years' service on the Board.

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 Board.

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 clause 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 (eight) years of age but not older than 14 (fourteen) years of age.

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

7.2.3 The Club may have Niplet Members, being children at least 7 (seven) years of age. A written and signed Indemnity shall be obtained from the parents of the Niplet absolving the Club from any liability regarding Niplet members. Niplets will not be considered as members until they are registered as Nippers after turning 8 (eight) years old.

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 Meeting of the Club.

7.3.4 The membership of all Associate Members shall be reviewed annually by the incoming Board 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 Board 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 Board apply for dispensation that he/she be required to perform a minimum of 2 (two) Beach Duties comprising at least 20 (twenty) 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 Board be made a Probationary Member for a minimum period of 3 (three) 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 Lifeguard Award.
- 7.5.4 The Board may in its absolute discretion extend the period of probation. (Proposed change remove Committee)
- 7.5.5 A Probationary Member shall, upon the expiry of his/her period of probation and having been awarded the Lifeguard Award and passed the requirements of the Club Test, be required to attend a meeting of the Board, to be accepted as an Active Member. (Proposed change remove Committee)

7.6 **Service:**

- 7.6.1 Service, for the purposes of this clause 7, 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 Board, 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 Board.
- 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% (eighty percent) of the Beach Duties allocated to him/her in each year of service.

8 APPLICATION FOR MEMBERSHIP

- 8.1 The provisions of this clause 8 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 a member of the Board.
- 8.3 The applicant's application shall be displayed on the Club noticeboard for a period of 14 (fourteen) 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 Board where the applicant may, subject to the discretion of the Board be accepted as a Probationary Member for a minimum period of 3 (three) months.
- 8.5 An applicant applying for Associate Membership shall not be required to:-
 - 8.5.1 pass the Club Test;

- 8.5.2 pass the Lifeguard Award;
- 8.5.3 serve a period of probation.
- 8.6 The decision of the Board in accepting or rejecting an application for membership as a Member whether Probationary or otherwise shall be final and the Board 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 Board 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 the Member will be subject to the provisions of clause **25**.

9 MEETINGS

- 9.1 An **AGM** shall be held in June each year or so soon thereafter as possible.
- 9.2 The purpose of the AGM is to:
 - 9.2.1 Report back to Members from the office bearers on the achievements and work done over the year.
 - 9.2.2 Make any changes to the Constitution.
 - 9.2.3 Enable Members to decide on the policies of the Organisation.
- 9.3 Unless otherwise decided at a general meeting, the financial year of the Club shall run from 1 April in one year to 31 March in the following year.
- 9.4 All general meetings other than the AGM shall be called special general meetings.
- 9.5 The Board 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 (twenty five) Active Members convene a special general meeting, and should the Board fail to call a special general meeting within 14 (fourteen) 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.
- 9.6 At least 14 (fourteen) days' notice shall be given of an AGM.
- 9.7 At least 10 (ten) days' notice shall be given of a SGM.
- 9.8 The notices referred to in clauses **9.6** and **9.7** 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 (fourteen) and 10 (ten) 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.

- 9.9 The agenda of the AGM shall be disposed of in the following order:
 - 9.9.1 Reading of the Notice of the Meeting;
 - 9.9.2 Record attendance and apologies;
 - 9.9.3 Confirmation of quorum;
 - 9.9.4 Agree to the items to be discussed on the agenda;
 - 9.9.5 Reading (if necessary) and adopting the minutes of the previous AGM and of all intervening SGMs;
 - 9.9.6 Presentation of Board Reports (minimum Chairperson's and treasurer's report);
 - 9.9.7 Matters arising from Board Reports;
 - 9.9.8 Presentation of the financial statements for the previous financial year;
 - 9.9.9 Appoint auditors for the following year;
 - 9.9.10 Election of the Honorary Members;
 - 9.9.11 Appointment of Club Secretary;
 - 9.9.12 Deal with any proposed amendments to the Constitution and of which due notice has been given to the Members;
 - 9.9.13 When necessary, election of Club Officers and Board members and Standing Committees as set out below;
 - 9.9.14 Honoraria and awards;
 - 9.9.15 Transaction of any other business properly brought before the meeting.
- 9.10 As regards an **SGM**:
 - 9.10.1 A SGM or any other special meeting is held outside of the AGM or normal or regular meetings.

- 9.10.2 A SGM will be convened when the Board needs the mandate from and / or the guidance of the Members of the Organisation to take up issues that require urgent attention and cannot wait until the next AGM.
- 9.11 No business shall be transacted at any general meeting unless a quorum is present. In that regard:-
 - 9.11.1 A quorum at a general meeting shall be 25 (twenty five) Active Members present in person and entitled to vote, provided that if within 10 (ten) minutes after the time appointed for a general meeting a quorum is not present, the general meeting shall stand adjourned to re-convene 30 (thirty) minutes later on the same day and at the same time, and at such adjourned general meeting a quorum shall remain 25 (twenty five) Active Members present in person and entitled to vote.
 - 9.11.2 For the purposes of complying with the quorum requirements and for voting at any general meetings, the conduct of general meetings shall include both those Members physically present at the venue of the general meeting and those Members attending the general meeting by electronic communication (as defined in terms of the Electronic Communications and Transactions Act, 25 of 2002), provided the electronic communication used enables all Members participating to communicate concurrently with each other without an intermediary and to participate reasonably effectively at the general meeting.
 - 9.11.3 All meetings of the Organisation must reach a quorum before they can start.
 - 9.11.4 If, however a quorum is not present within 15 (fifteen) minutes of the appointed time of the meeting, the meeting must be adjourned or postponed to another date, within 14 (fourteen) days thereafter.
 - 9.11.5 Written notice shall be given to all eligible voting members on the first working day after the day on which the meeting did not take place in consequence of the absence of a quorum, that the meeting shall take place on the day, time and place as specified above.
 - 9.11.6 If no quorum is present at the reconvened meeting within 15 (fifteen) minutes of the appointed time, the members present shall be regarded to make up a quorum for that meeting and the meeting will continue as if a quorum is present.
- 9.12 The Chairperson of the Board shall preside as chairperson at every general meeting.
- 9.13 Voting at general meetings shall be by show of hands in all matters for a resolution, or by secret ballot if 50%+1 (fifty percent plus one) of those present so demand, otherwise the Chairperson, shall make a ruling on the mode of voting.
- 9.14 Where possible, the decisions of the organisation shall be taken by consensus. However, when there is no consensus, then members will discuss options for a while and then call for a vote.
- 9.15 Decisions to be taking at a general meeting shall be passed by a simple majority, unless otherwise provided for in this Constitution, including matters concerning changes to this Constitution, or of dissolution and closing down of the

Organisation, which shall only be dealt with in terms of clauses **29** and **30** of the Constitution.

- 9.16 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 chairperson of the general meeting an Active Member shall have one vote.
- 9.17 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.
- 9.18 The Chairperson of the Board shall have a deliberate as well as a casting vote at any general meeting.
- 9.19 An Active Member shall not be entitled to vote at any general meeting if:-
- 9.19.1 any amounts due by him/her to the Club have not been paid;
- 9.19.2 he/she has been suspended by the Club.
- 9.20 Votes at a general meeting shall be cast by the Active Member personally present and there shall only be proxy votes accepted by Life Members.
- 9.21 All votes shall be counted and the majority votes on an issue shall be regarded as the decision of the meeting.
- 9.22 However, if opposing votes are equal on an issue, then the Chairperson in that meeting has either a second or a deciding vote.
- 9.23 All Members must abide by the majority decision.

9.24 Procedures at meetings

- 9.24.1 The board may regulate its meetings and proceedings as it deems fit, subject to the following:
- That the Chairperson shall chair all meetings of the organisation, including that of the board.
 - That, if the Chairperson is not present, the Vice-Chairperson shall chair such meeting. In the event that both are absent, the Board members present at the meeting shall elect a chairperson for that meeting.

9.25 Making decisions in meetings

- 9.25.1 Where possible, the decisions of the organisations shall be taken by consensus. However, when there is no consensus, then members will discuss options for a while and then call for a vote.
- 9.25.2 All votes shall be counted and the majority votes on an issue shall be regarded as the decision of the meeting
- 9.25.3 However, if opposing votes are equal on an issue, then the chairperson in that meeting has either a second or a deciding vote.
- 9.25.4 All members must abide by the majority decision.
- 9.25.5 Decisions concerning changes to this constitution, or of dissolution and closing down of the organisation, shall only be dealt with in terms of clauses 9 and 10 of this constitution.

9.26 Records of meetings

- 9.26.1 Proper minutes and attendance records must be kept for all meetings of the organisation.
- 9.26.2 The minutes shall be confirmed as a true record of proceedings by the next meeting of the Board, of general members as the case may be, and shall thereafter be signed by the chairperson.
- 9.26.3 Minutes shall thereafter be kept safely and always be on hand for members to consult.

10 BOARD

- 10.1 The Board will oversee the administration and management of the Organisation. The Board will be made up of a minimum of 5 (five) Members. They are the Board of governance of the organisation and further referred to as the Board. The Board is required to meet as often as required to oversee the operations of the Club.
- 10.2 The Board shall meet at the Clubhouse at least once every calendar month.
- 10.3 At a meeting of the Board, a quorum shall consist of 5 (five) Board Members of whom either the Chairperson or the Club Captain shall be present, provided that if within 30 (thirty) minutes after the time appointed for a meeting of the Board a quorum is not present the Board meeting shall stand adjourned and re-convene 5 (five) minutes later on the same day and at the same venue with the Board Members present forming the quorum at such meeting, provided that there shall be at least 3 (three) Members of the Board present of whom the Chairperson of the Board and the Club Captain shall be present.
- 10.4 A Board Member who is absent from 2 (two) consecutive meetings or 3 (three) meetings in total of the Board without notifying the Secretary or furnishes unacceptable excuses for his/her non-attendance may be requested to resign from the Board.
- 10.5 A Board Member shall resign from the Board following a majority vote passed at a SGM called for that purpose or by a 2/3rds (two thirds) majority vote passed at a meeting of the Board, calling for the resignation of the Member from the Board.
- 10.6 The management of the Club's affairs shall vest in the Board, 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 Local Authority.
- 10.7 The Board 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.
- 10.8 All matters at any meeting of the Board shall, save for the circumstance set out in clause **10.5**, be determined by a simple majority of the votes of the Board Members present and voting.
- 10.9 A Board Member shall be entitled to 1 (one) vote, with the Chairperson of the Board having a deliberate as well as a casting vote.
- 10.10 Subject to any restriction imposed or direction given at a general meeting the powers of the Board shall be absolute and shall not be subject to the jurisdiction of the other Members.

10.11 All Members shall be bound by and abide with the decisions of the Board.

10.12 The composition of the Board shall be:-

10.12.1 Chairperson;

10.12.2 Vice Chairperson;

10.12.3 Club Captain;

10.12.4 Vice-Captain;

10.12.5 Treasurer;

10.12.6 Clubhouse Manager;

10.12.7 Equipment Manager;

10.12.8 Competition Director;

10.12.9 Media Director;

10.12.10 Nipper Chairperson;

10.12.11 Non-Portfolio;

10.12.12 Non-Portfolio.

10.13 Board members (as office bearers of the Club) will serve for a period of 1 (one) year which has been agreed to by the general membership at an AGM, and which period of service shall not exceed 3 (three) consecutive years. A Member can then stand for re-election to the Board for another term in office after that a 1 (one) year break.

10.14 The Board 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.

10.15 The Board 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 Board in its absolute discretion.

10.16 The Board shall at its first meeting after the annual general meeting appoint a selection committee comprising 3 (three) 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.

10.17 No Member shall be entitled to hold the position of Chairperson or Club Captain for a consecutive period exceeding 4 (four) and 3 (three) years respectively, provided that such Member shall be eligible for re-election as Chairperson or Club Captain as the case may be following a 1 (one) year break from holding such position, and provided further that the outgoing Chairperson shall sit on the Board in an advisory capacity for the year following his no longer holding the position of Chairperson.

10.18 The office of a Board Member shall be automatically vacated:

10.18.1 if the Board Member has resigned by delivering a written resignation to the Secretary of the Club;

10.18.2 if the Board Member is found by a court or other competent body to be of unsound mind;

10.18.3 if the Board Member does not attend 3 (three) consecutive Board meetings without having applied for and obtaining a leave of absence from the Board, then the Board will find a new member to take that person's place;

10.18.4 if the Board Member is declared insolvent;

10.18.5 by a majority vote of the Board at a Board meeting;

10.18.6 on death; and

in respect of any vacancy arising from clauses **10.18.1** to **10.18.6** the Board may, by majority vote, fill the vacancy, as soon as reasonably possible.

11 RIGHTS, FUNCTIONS AND DUTIES OF THE BOARD, ITS MEMBERS AND OTHER OFFICERS

11.1 Powers of the Board

11.1.1 The Board shall carry out the powers on behalf of the Club and they shall manage the affairs of the Club in accordance with the resolutions of the Members as shall be taken from time to time at General Meetings of the Club.

11.1.2 The Board is responsible for making decisions, and action on such decisions, which it believes it needs to make in order to achieve the objectives of the Organisation as stated in clause 4. However, such decisions and their activities may not be against the resolutions of the Members or be against the law of the Republic of South Africa.

11.1.3 The Board shall have the general powers and authority to:

11.1.3.1 Raise funds or to invite and receive contributions.

11.1.3.2 Buy, hire or exchange for any property that it needs to achieve its objectives.

11.1.3.3 Make by-laws for proper governance and management of the organisation.

11.1.3.4 Form sub-committees as and when it is necessary for proper functioning of the organisation.

11.1.4 The Board may appoint such agents and engage such employees as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed by the Board at the time of such appointment.

11.1.5 The Board may as it deems necessary appoint sub-committees and it may delegate any its powers or functions to these sub-committees provided that:

11.1.5.1 Such delegation and conditions are reflected in the minutes of a meeting.

11.1.5.2 At least one Board member serves on the sub-committee.

11.1.5.3 There are three or more people on the sub-committee.

11.1.5.4 The sub-committees must regularly report back to the Board on their activities

- 11.1.5.5 The Board must approve all expenditure incurred by the sub-committee and may revoke the delegation or amend the conditions of the delegation.

11.2 **Finances**

- 11.2.1 The financial year of the Club shall terminate on 31 March of each year, or at such date as the Board determines by resolution.
- 11.2.2 The Club shall open and maintain a banking account with any recognised Commercial Bank in the Republic of South Africa.
- 11.2.3 The authorised signatories of the Club in respect of any banking, savings or other account conducted by the Club shall be minimum of the Treasurer and any 2 (two) Board Members so empowered and as resolved from time to time by the Board and registered with the respective financial institution. All transactions in respect of withdrawals from the Club bank accounts must be authorised by at least 2 (two) authorised Board Members before payment is made.
- 11.2.4 The Board must ensure that proper records and books of account which reflect the affairs of the organisation are kept, and within 6 (six) months of its financial year end a report is compiled by an independent registered Accounting Officer stating whether or not the financial statements of the Organisation are consistent with its accounting policies and practices of the Organisation.

11.3 **Board Members**

11.3.1 **Chairperson**

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

11.3.2 **Vice-Chairperson**

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

11.3.3 **Club Captain**

The Club Captain's functions and duties shall include:

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

11.3.4 **Vice-Captain**

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

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

11.3.5 **Treasurer**

- 11.3.5.1 Is responsible for the development of the Club's financial affairs and is responsible for making sure that the money of the Club is safe and is accounted for.
- 11.3.5.2 The Treasurer shall account for the funds of the Club, and keep proper records of such funds and receipts, books and disbursements. The Treasurer will present an accounting statement whenever required by the Board and will prepare a duly audited (or a compilation reviewed by an independent registered accounting office) statement of the financial position of the Club for the AGM. A copy of the annual financial statements will be submitted to the Secretary for the inclusion in the records of the Club.
- 11.3.5.3 Where the Organisation has funds that can be invested the funds may only be invested with registered financial institutions. These institutions are listed in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984, or as shall be amended or the Organisation can get securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985 (as amended). The Organisation can go to different banks to seek advice on the best way to look after its funds.
- 11.3.5.4 The Treasurer's primary function is to ensure the proper and effective control of the Club's finances by:-
 - 11.3.5.4.1 keeping accurate books of account;
 - 11.3.5.4.2 banking all income received by the Club and issuing receipts therefor;
 - 11.3.5.4.3 attending to payment of all accounts relating to Club expenditure that have been approved by the Board;
 - 11.3.5.4.4 collecting annual subscriptions and other amounts due from Members;
 - 11.3.5.4.5 supervising the preparation by the Honorary Auditor of annual financial statements.

11.3.6 **Clubhouse Manager**

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

11.3.7 **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.

11.3.8 **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.

11.3.9 **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.

11.3.10 **Nipper Chairperson**

The Nipper Chairperson 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.

11.3.11 **Non-Portfolio member**

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

11.3.12 **Co-opted Members**

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

11.4 **Honorary Officers**

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

11.4.1 Patron;

11.4.2 Vice-Presidents;

11.4.3 Honorary Auditor, who shall be required to audit the Club's books of accounts and prepare the annual financial statements;

11.4.4 Honorary Medical Advisor, who shall advise the Club on medical matters;

11.4.5 Honorary Legal Advisor, who shall advise, but not be required to represent the Club on all legal matters.

11.5 **Secretary**

11.5.1 The Secretary shall be a paid official of the Club appointed by the Board on an annual basis, which appointment shall be approved at each AGM.

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

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

11.5.2.2 attending all Club meetings, including meetings of the Board, AGMs and SGMs, and recording and transcribing the minutes of such meetings;

11.5.2.3 preparing, maintaining and co-ordinating the social activities of the Club, including the keeping of a roster therefor;

11.5.2.4 receipting and banking of all income received by the Club;

11.5.2.5 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;

11.5.2.6 keeping and maintaining an up-to-date record of all Beach Duties performed, including rescues, and the submission thereof to LKZN and to the Local Authority.

11.5.3 The salary and terms and conditions of the appointment of the Secretary shall be determined by the Board.

11.6 **Durban Surf Trust**

11.6.1 The Durban Surf Trust is an independent entity, with its beneficiaries being the Members, in accordance with the provisions of the trust deed of the Durban Surf Trust.

11.6.2 The Club nor the Board has any jurisdiction or control over the Durban Surf Trust or its assets, which are controlled and administered by the Trustees of the Durban Surf Trust in terms of the trust deed.

12 **CONTRACTS AND BANKING ACCOUNT**

12.4 Contracts and documents or any instrument in writing that requires the signature of the Club, shall be signed by the Chairperson and one other Board Member,

provided that in the event of a contract, the terms and conditions of the contract has been approved by the Board.

- 12.5 The Club shall operate and maintain a current account with cheque facilities with any recognised South African commercial bank.
- 12.6 All monies (including cash) received by the Club shall be paid into the Club's banking account.
- 12.7 All Club expenditure shall be paid by electronic funds transfer (EFT).drawn against the Club's banking account.
- 12.8 All money withdrawals from the Club's banking account shall be authorised (and signed) by any 2 (two) of the 4 (four) Board Members appointed at each AGM.

13 ENTRANCE FEES AND SUBSCRIPTIONS

- 13.4 Every applicant for membership to the Club shall pay an entrance fee that is approved by the Board from time to time.
- 13.5 Members shall pay annual subscriptions to the Club in such amounts as the Board may decide from time to time.
- 13.6 The Board shall be entitled in its absolute discretion to determine the amounts payable as annual subscriptions for each category of membership.
- 13.7 Life Members shall not be obliged to pay annual subscriptions, provided that any Life Member enjoying Club facilities and privileges shall pay for the facility being used by the Life Member – i.e. a locker and/or a ski/board rack fee.
- 13.8 Annual subscriptions are due annually in advance on 1 June.
- 13.9 A Member whose annual subscriptions and any other amounts due by such Member that have not been paid within 2 (two) months after the due date for payment may be dealt with by the Board as the Board in its absolute discretion deems fit, provided that should a Member not have paid his/her annual subscriptions within 2 (two) 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.
- 13.10 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.
- 13.11 All Board Members are exempt from paying annual subscription fees for the period that they are on the Board.

14 BEACH DUTIES

- 14.4 Beach Duties shall be performed by all Active Members, with the exception of:-

- 14.4.1 the Chairperson of the Board;
 - 14.4.2 the Club Captain;
 - 14.4.3 the Vice-Captain; and
 - 14.4.4 Life Members.
- 14.5 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 Board when recommending Life Membership or any other award.
- 14.6 The Duty Committee comprising:
- 14.6.1 the Club Captain;
 - 14.6.2 the Vice-Captain;
 - 14.6.3 all Duty Squad leaders;
- shall assist the Vice-Captain with the supervision and performance of Beach Duties.
- 14.7 The Duty Committee shall meet as and when so required.
- 14.8 Beach Duties shall be undertaken and performed by the Duty Squads under the leadership of a Squad Leader appointed by the Duty Committee.
- 14.9 The days and hours of duty comprising Beach Duties shall be as determined by the Local Authority from time to time, and are currently as set out in clause **4.1.20**, provided that the closing time is extended to 18h30 during the holiday season as determined by the Local Authority.
- 14.10 Members in the performance of Beach Duties shall be required to carry out the procedures as determined and required by LSA and the 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.
- 14.11 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.
- 14.12 The Board 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 (two) consecutive occasions or on 3 (three) occasions in any 1 (one) year may, on failing to furnish the Board 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 clause **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 clause **7.6**.
- 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 clause **7.6**.

16 LEAVE GRANTED FROM BEACH DUTIES

- 16.1 The Board 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 of absence from performing Beach Duties, to submit an application in writing to the Board before leave is 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 (fifteen) years continuous service to the Club. The provisions of clause **7.6** 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 (five) separate occasions at the South African Surf Lifesaving Championships and have scored 50 (fifty) or more points while competing as a Senior for the Club at the South African Surf Lifesaving Championships and at World Lifesaving Championships, 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 (five) years continuous service to the Club during which period the Member shall have performed a minimum of 80% (eighty percent) of the Beach Duties allocated to him/her during each year of service.

- 17.2** The awards set out in clause **17.1** shall be made on a 2 / 3 rds (two-thirds) majority vote passed in favour, at an AGM, having been recommended by a 2/3 rds (two-thirds) majority vote passed at a meeting of the Board.

18 GUESTS

- 18.1 Members of other clubs affiliated to LSA may at the discretion of the Board be entitled to use the Clubhouse, including change rooms provided prior approval shall have been received from the Board.
- 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 (two) (excluding family members of an Active Member or Nipper 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 Board, which shall be entitled to charge a fee in the amount as determined by the Board 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 LSA shall be:
- 20.2.1 a black costume, which in the case of males, may 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 may appear on the front of the costume;
- 20.2.2 a red skull cap bearing the endorsement "Durban Surf" on both sides;
- 20.2.3 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.
- 20.3 In addition, the following items shall form a part of the Club colours:-
- 20.3.1 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;
- 20.3.2 Club blazer which shall be black with the Club badge on the breast pocket;
- 20.3.3 Lapel badge which is a small metal badge of the same design as the blazer badge;
- 20.3.4 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 (four hundred) metres in a swimming pool in less than 8 (eight) 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 LSA, LKZN and other provincial association competitions the Member shall be required to have completed and passed a current LSA re-test.
- 22.2 A Member shall be entitled to be a member of another club affiliated to LSA 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 clause **25** shall not be entitled to compete for the Club.

23 FUND RAISING AND SPONSORSHIPS

- 23.1 The Board, 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 written permission of the Board.
- 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 Board.
- 23.4 The decision of the Board in matters relating to fund raising and sponsorships shall be final.
- 23.5 All fund raising and sponsorship activities undertaken by the Club and its Members shall at all times comply with the relevant legislation and regulations in operation from time to time.

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 LSA 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 Board.
- 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 (thirty) kilometres from the Clubhouse shall be eligible for election as an Honorary Member, temporary member or reciprocity member of the Club unless:-
 - 24.5.1 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
 - 24.5.2 he/she is allowed the privileges of membership while engaged in a match or competition, and as approved by the Board.

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 Board as deemed fit in the circumstances.
- 25.2 Should the Board or a sub-committee appointed by the Board 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 Board 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 Board or sub-committee pursuant to the provisions of clause **25.2** shall be given at least 7 (seven) 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 clause **25.2**, then the Board 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 clause **25.2**, the Board or sub- committee and the Member concerned shall be entitled to call such witnesses to give evidence as they so require.
- 25.6 The Board or sub-committee may after due investigation and consideration of the allegations and/or complaints made, and upon finding the Member guilty:-
 - 25.6.1 expel such Member from membership of the Club;

- 25.6.2 suspend membership of such Member for a stipulated period or upon such terms and conditions as the Board may determine;
- 25.6.3 request a Member to resign his/her membership and if he/she refuses to do so, expel such Member from membership of the Club;
- 25.6.4 impose a fine on such Member, which if not paid shall render such Member subject to any other of the penalties provided for in clause **25.6**;
- 25.6.5 reprimand such Member and cause a record of such reprimand to be recorded on the personal file of such Member;
- 25.6.6 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 Board in writing within 14 (fourteen) days of having been notified by the sub- committee of its decision, which notice shall be delivered to the Board by pre-paid registered post or by hand served on the Secretary.
- 25.9 The quorum for the meeting of the Board to consider an appeal in terms of clause **25.8** shall be 80% (eighty percent) of the Members of the Board 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 Board 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:-
 - 25.11.1 not have access to the Clubhouse, except the change rooms for the purpose of performing Beach Duties;
 - 25.11.2 not, in the case of an Active Member, be entitled to vote at any general meeting of the Club;
 - 25.11.3 continue to perform his/her allocated Beach Duties; not compete for the Club;
 - 25.11.4 surrender his/her Club card and security access disc to the Club Captain;
 - 25.11.5 not be elected to or serve on the Board;
 - 25.11.6 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 clause **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 a Board meeting stating in full the nature of such complaint, and the Board 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:-

25.14.1 delivered by hand to such Member, on the day of delivery; or

25.14.2 posted by prepaid post to the address of such Member, on the fourth day after the date of posting; or

25.14.3 transmitted to the email address of such Member, on the day following the date of transmission,

as stated by the Member in his application form for membership of the Club, provided that a written notice or communication actually received by the Member shall be an adequate written notice or communication to that Member despite such notice or communication not having been sent to or delivered at the Member's chosen physical or email address in his application form, and provided further that, 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

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

28 INDEMNITY

28.1 Board 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.

- 28.2 The Club indemnifies the Board Members and other officers 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 Board 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 3/4ths (three quarters) majority vote of the Board with all Members of the Board being present shall be required before the Board acts in terms of this clause **29.2**.
- 29.3 Any dispute as to the interpretation of the Constitution shall be determined by the Board whose decision shall be final and binding on all Members.
- 29.4 The constitution can be changed by a resolution. The resolution must be agreed upon and passed by no less than two thirds of the members who are at the annual general meeting or special general meeting. Members must vote at this meeting to change the constitution.
- 29.5 Two thirds of the members shall be present at a meeting ("the quorum") before a decision to change the constitution is taken. Any annual general meeting may vote upon such a matter, if the details of the changes are set out in the notice referred to in the previous paragraph.
- 29.6 The quorum requirements for the AGM or SGM referred to in clause **29.4** are as set out in clause **9.11**.
- 29.7 A written notice of any proposed amendments to the Constitution shall be distributed no less than 14 (fourteen) days before the general meeting at which the changes to the Constitution are to be proposed. The notice must indicate the proposed changes to the Constitution that will be discussed at the meeting, including which clauses of the Constitution it is proposed to amend and the proposed amendments to be made.
- 29.8 Any amendment to the Constitution must be submitted to all bodies to which the Club is affiliated.
- 29.9 No amendments may be made which would cause the dissolution of the Organisation unless made in terms of clause **30**.

30 DISSOLUTION

- 30.1 The dissolution of the Club shall only be brought into effect following a SGM convened specifically for that purpose, and at which SGM a 2/3rds (two thirds) majority vote of Members, present at such SGM, approve the dissolution of the Club, provided that the following conditions are met:

- 30.1.1 an interim committee is appointed to finalise the affairs of the Club; and such interim committee is appointed from the Members of the Board, comprises a representative from LKZN and a minimum of 2 (two) representatives appointed by the Board from the ranks of the Members.
- 30.2 In the event of the dissolution of the Club or the Club becoming defunct or non-operative the organisation must pay off all its debts. After doing this, and should any assets remain after liquidation of the Club's liabilities, such assets should not be paid or given to the members of the organisation. All remaining assets shall be donated or transferred to LKZN, and in the event of LKZN dissolving at the same time or being defunct all remaining assets will be transferred to LSA. In the event of LSA dissolving at the same time or being defunct all remaining assets will be transferred to another non-profit organisation having similar objectives. The organisation's general meeting can decide what organisation this should be.

31 CLUB AS A PUBLIC BENEFIT ORGANISATION

- 31.1. The Club and the activities of the Club are carried on in a non-profit manner and with an altruistic community service based intention.
- 31.2 No activity will directly or indirectly promote the economic self-interest of any Member, fiduciary or employee of the Club otherwise than by way of reasonable remuneration.
- 31.3 No funds will be distributed to any person (other than in the course of undertaking any public benefit activity).
- 31.4 The funds of the Club, as a public benefit organisation, will be used solely for the aims and objects for which the Club was established.
- 31.5 At least three persons who accept fiduciary responsibility for the Club, as a public benefit organisation, will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation.
- 31.6 No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of Section 18A of the Income Tax Act, 1962, provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of Section 10(1)(cA)(i) of the Income Tax Act, 1962, which has as its sole or

principal object the carrying on of any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

- 31.7 The Club, as a public benefit organisation, will not be a party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act, 1962 or any other Act administered by the Commissioner.
- 31.8 No remuneration will be paid to any employee, office bearer, Member or other person, which is excessive, having regard to what is generally considered reasonable to the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.
- 31.9 No resources will be used, directly or indirectly, to support, advance or oppose any political party.

32. NONPROFIT ORGANISATION REGISTRATION AND STATUS

- 32.1 The Club, being an association of persons, established for a public purpose, which conducts and carries on its activities in a non-profit manner with a community service based intent, shall apply for (and maintain its) registration as a nonprofit organisation in terms of the Nonprofit Organisations Act, 1997.
- 32.2 The Club is a body corporate comprising an association of persons having an identity and existence distinct from its Members and office bearers, and which will continue to exist notwithstanding changes in the composition of its membership or office bearers.
- 32.3 No income or property of the Club shall be distributed to its Members or office bearers except as reasonable compensation for duly authorised services rendered.
- 32.4 No activity of the Club shall, directly or indirectly, promote the economic self-interest of any Member, office bearer, fiduciary or employee of the Club.
- 32.5 The funds, income and property of the Club shall be used solely for the aims and objects for which the Club has been established as set out in clause 4.
- 32.6 No Members or office bearers of the Club shall have any rights in the property or other assets of the Club by virtue their being Members or office bearers of the Club.
- 32.7 The below listed additional compulsory requirements for registration as a nonprofit organisation as set out in Section 12(2) of the Nonprofit Organisations Act, 1997, are incorporated in the Constitution and correspond to the Constitution as follows:-

32.7.1 Section 12(2)(g) – clauses 4,10.6, 10.7 and 11.1;

32.7.2 Section 12(2)(h) – clauses 10, and 11.3 to 11.5;

32.7.3 Section 12(2)(i) – clause 9;

32.7.4 Section 12(2)(j) –

- for general meetings - clauses 9.13 – 9.23;
- for general meetings to change the Constitution or to dissolve the Club – clauses 29 and 30.1;
- for Board meetings – clauses 10.8 and 10.9;

32.7.5 Section 12(2)(k) – clauses 11.2.3 and 12;

32.7.6 Section 12(2)(l) –

32.7.7 Section 12(2)(m) – clause 29;

32.7.8 Section 12(2)(n) – clause 30.1;

32.7.9 Section 12(2)(o) – clause 30.2.

Signed:

A handwritten signature in black ink, appearing to read 'Tim White', with a stylized flourish at the end.

Tim White
Chairman