



GAUTENG CLIMBING

CONSTITUTION OF GAUTENG CLIMBING

(Ref. GC constitution 4)

which is referred to in this constitution as "the Association".

1. INTRODUCTION

- 1.1 The Association was established and regulated by the initial constitution, signed on the 8th of August 2008, and which was amended and updated in 2016. The Association shall continue in existence subject to the terms of this constitution, which shall supersede and replace the 2016 constitution with effect from the Signature Date.
- 1.2 It is recorded that the 2016 constitution is amended and replaced pursuant to Clause 4,5 and 10 of the 2016 constitution.

2. DEFINITIONS

- 2.1 In this constitution: unless clearly inconsistent with or otherwise indicated by the context, the following words and phrases will have the corresponding meanings assigned to them and cognate expressions will have similar meanings:
 - 2.1.1.1 "**The Act**" means the Non-Profit Organisations Act, 71 of 1997, as may be amended or replaced from time to time.
 - 2.1.1.2 "**Ancillary Objectives**" means such objectives which are ancillary and/or incidental to the Main Objectives as contemplated in Clause 4.2;
 - 2.1.1.3 "**The Association**" refers to the non-governmental, voluntary association known as Gauteng Climbing.
 - 2.1.1.4 "**Business Day**" means any day, other than a Saturday, Sunday, or official public holiday in the Republic.
 - 2.1.1.5 "**Club**" means any entity, including associations of persons and companies, whether corporate, not-for-profit or otherwise, within the geographical jurisdiction of the Association, whose members participate in Competition Climbing in any form whatsoever.
 - 2.1.1.6 "**Club Member**" means a natural person, who is a member of any Club registered and paid up with the Association as a "Member" as envisaged in this constitution.
 - 2.1.1.7 "**Coach**" means a natural person who provides training and guidance to athletes, helping them improve their performance and achieve their goals in the sport of Competition Climbing

- 2.1.1.7 **"The Commissioner"** means the Commissioner for the South African Revenue Service.
- 2.1.1.8 **"Connected Person"** means, in relation to any person, the spouse of that person or a relative of his/her spouse related within the third degree of consanguinity, including the adopted children of that person.
- 2.1.1.9 **"The Companies Act"** means the Companies Act 71 of 2008, as may be amended, or replaced from time to time.
- 2.1.1.10 **"Competition Climbing"** means the amateur sport of climbing in all its forms, both indoor and outdoor, on artificial surfaces and rock.
- 2.1.1.11 **"the/this constitution"** means this constitution together with the annexures hereto.
- 2.1.1.12 **"The Director"** means the Director of Non-Profit Organisations as contemplated in the Act.
- 2.1.1.13 **"General meeting"** means an annual general meeting or a special general meeting.
- 2.1.1.14 **"Main Objectives"** means the principal objectives of the Association as contemplated in Clause 4.1;
- 2.1.1.15 **"The Management Committee"** means the Committee of Officers elected in accordance with Clause 10 from time to time.
- 2.1.1.16 **"Member"** means a Club who holds a membership in, and specified rights in respect of the Association.
- 2.1.1.17 **"Non-Profit Organisation"** means a nonprofit organisation as contemplated in the Act.
- 2.1.1.18 **"Officers"** means office-bearers appointed to the Management Committee of the Association in accordance with the procedures of Clause 10 hereof.
- 2.1.1.19 **"Olympic Charter"** means the Olympic charter published by the International Olympic Committee, as may be amended, or replaced from time to time.
- 2.1.1.20 **"Poll"** means voting conducted in written form (as opposed to a show of hands).
- 2.1.1.21 **"Public Benefit Activities"** means public benefit activities as contemplated in section 30(1) read with Part I of the ninth schedule of the Income Tax Act or any such activities determined by the Minister of Finance by notice in the Gazette which are benevolent in nature, having regard to the needs, interests and well-being of the general public;
- 2.1.1.22 **"Public Benefit Organisation"** means a Public Benefit Organisation as contemplated in section 30 of the Income Tax Act and approved by the Commissioner.
- 2.1.1.23 **"The Republic"** means the Republic of South Africa.



- 2.1.1.24 "SANCF" refers to the non-governmental, non profit, public benefit organisation known as the South African National Climbing Federation; and
- 2.1.1.25 "Signature Date" means the date on which the last party signs this constitution.
- 2.1.2 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation, or other legislation as at the Signature Date, and as amended or substituted from time to time.
- 2.1.3 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this constitution.
- 2.1.4 where any term is defined within a particular clause other than this Clause 2, that term shall bear the meaning ascribed to it in that clause wherever it is used in this constitution;
- 2.1.5 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day; if the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;
- 2.1.6 any reference to "person" shall include a reference to both natural and juristic persons as the context dictates.
- 2.1.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months, or years, as the case may be and
- 2.1.8 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.

3. CONTINUING EXISTENCE AND NAME OF GAUTENG CLIMBING

- 3.1 The Association constituted pursuant to the initial constitution is known as Gauteng Climbing.
- 3.2 The Association is a voluntary association of persons established within the Republic and has a corporate existence and identity separate from its Members, Officers, and employees. The Association shall continue in existence notwithstanding changes in the composition of the aforementioned. It shall have all the legal powers and capacity of a natural person except to the extent that:
- 3.2.1 it is incapable of exercising any such power, or having such capacity; and
- 3.2.2 it shall have no legal power or capacity if such act or event caused by the Association shall result in the contravention of the Main Objectives and the Ancillary Objectives.
- 3.3 Members and Officers shall have no rights in and to the assets of the Association solely by virtue of such membership and/or office.
- 3.4 Subject to Clause 3.6 the administrative language of the Association is English, and it shall be used:
- 3.4.1 in all records, archives, minutes, correspondence, communications, handbooks, circulars, and other documentation of the Association; and

- 3.4.2 at all meetings, workshops, seminars, programmes, sessions, competitions, championships and other events under the auspices or control of the Association.
- 3.5 Notwithstanding the provisions of Clause 3.4, no person may be discriminated against on the basis of language and, subject to a ruling by the president of Gauteng Climbing on the language to be used for the purposes of a meeting everyone is free to use his language of choice, provided that, if any person elects to use a language other than English and any assistance by an interpreter or translation into English is required by or on behalf of the Association, such assistance or translation shall be for that person to arrange and at his costs, provided further, that if no such assistance or translation is forthcoming, neither the Association nor any of its Officers, officials, employees or persons acting for or on its behalf will be held responsible for any misunderstanding and/or the consequences thereof that may result from such use of a language other than English.
- 3.6 For the purpose of effective communication the Association may, in its sole and unfettered discretion, use any other language than English as and when the occasion demands it, provided that such use is not to the detriment or potential detriment of its administrative and/or operational effectiveness.

4. OBJECTIVES OF THE ASSOCIATION

4.1 Principal Objectives

- 4.1.1 The Association is created principally to develop the sport of Competition Climbing within Gauteng by, inter alia.
- 4.1.1.1 organising and administering the sport of Competition Climbing within Gauteng.
- 4.1.1.2 organising, supervising, and administering Competition Climbing events in Gauteng for the purpose of the selection of a provincial team to compete in National events organised or endorsed by the SANCF; and
- 4.1.1.3 along with the appropriate body, making suitable recommendations for the issuance of Gauteng colours, or any other form of climber recognition.

4.2 Ancillary Objectives

- 4.2.1 Generally, support, encourage and further develop Competition Climbing in Gauteng and on a national level.
- 4.2.2 Eliminate as far as possible all forms of racial discrimination in Competition Climbing.
- 4.2.3 Provide technical education to Gauteng climbers where appropriate.
- 4.2.4 Co-operate with any bodies regarding the promotion and public recognition of Competition Climbing in Gauteng and on a national level.
- 4.2.5 Promote a drug free Competition Climbing sport.
- 4.2.6 Collaborate with individuals and organisations to raise funds for the pursuance of the objectives contained in this constitution.
- 4.2.7 Liaise and affiliate with other compatible organisations; and
- 4.2.8 Initiate effective succession planning to strengthen the leadership within Gauteng.
- 4.2.9 Adopt the necessary policies and guidelines of our National Federation as well as SASCOC and our International Federation.

4.3 The Association is to pursue the Main Objectives and the Ancillary Objectives, relating to the promotion, administration, development and coordination of amateur Competition Climbing in Gauteng, and as such the Association qualifies as a Public Benefit Organisation as contemplated in section 30 of the Income Tax Act.

4.4 The Public Benefit Activities of the Association shall be for the benefit of the general public at large, and the public benefit activities of the Association will be carried out in a non-profit manner with an altruistic and philanthropic intent - without any direct benefit accruing to any Member nor any of the Officers or employees of the Association otherwise than as stated herein.

4.5 Affiliation

4.5.1 The Association is to observe the general and fundamental principles of the:

- 4.5.1.1 International Federation of Sport Climbing and the Olympic Charter.
- 4.5.1.2 South African Sports Confederation and the Olympic Committee (SASCOC).
- 4.5.1.3 SANCF; and
- 4.5.1.4 World Anti-Doping Agency, the South African Institute for Drug Free Sport, and any other similar organisations established for this purpose, as may be published by that relevant organisation from time to time.

4.5.2 The Association shall ensure that it is affiliated with the SANCF.

5. MEMBERSHIP

5.1 General

5.1.1 Membership in the Association shall be open to all Clubs, situated within the geographical jurisdiction of Gauteng, who wish to compete or be involved in Competition Climbing. For the avoidance of doubt, natural persons who wish to participate in the activities of the Association shall do so by becoming members of a Club.

5.1.2 Members of the Association must:

- 5.1.2.1 at the date of application for membership in the Association, have at least 5 (five) club members.
- 5.1.2.2 at all times, after a period of 3 (three) years after obtaining membership in the Association, have at least 10 Club Members.
- 5.1.2.3 apply in writing, (in such application form as determined by the Management Committee from time to time) for membership under the obligation to be bound by the terms of this constitution of which the written application must include a prominent statement that it will support the Main Objectives and Ancillary Objectives of the Association;
- 5.1.2.4 together with its application for membership:
 - 5.1.2.4.1 submit a copy of its founding documents. (Memorandum of incorporation and constitution)
 - 5.1.2.4.2 pay the appropriate fee equal to the annual GC athlete registration fee and/or other costs when making application determination for membership, as by the Management Committee from time to time.
 - 5.1.2.4.3 submit its proposed colours and logo(s) to be used by it.
 - 5.1.2.4.4 provide a copy of the head coach's identity document.
 - 5.1.2.4.5 provide a copy of the head coach's registered physical address.

- 5.1.3 Provide a signed copy of the coach's code of conduct, together with all the required safeguarding documentation and have satisfied the criteria of membership as determined by the Management Committee from time to time - without limiting the discretion of the Management Committee to consider other factors for approving membership, the board must ensure that membership is granted so to specifically achieve the Main Objectives and/or Ancillary Objectives.
- 5.1.4 The Management Committee may:
- 5.1.5 refuse membership in its sole and absolute discretion without giving any reasons; therefore, and
- 5.1.6 resolve that the proposed colours and/or logo(s) of the Club is inappropriate/unacceptable, upon which the Member shall be obliged, within 10 days of receipt of notice from the Association, to submit an alternative proposal to it for consideration by the Management Committee.
- 5.1.7 A membership fee equal to the annual GC athlete registration fee and/or Other costs, as the Management Committee in its sole discretion determines, shall be payable by Members on an annual basis.
- 5.1.8 Where a Club Member had previously been a member of another club, a release letter from the previous club (whether in Gauteng or within another Province) must be submitted together with the required application forms when application is made for Club membership at the relevant Club.
- 5.1.9 The voting rights of a Member shall be suspended if:
- 5.1.10 it fails to pay any membership fees due and payable to the Association.
- 5.1.11 The number of Club Members fell below 10.
- 5.1.12 it uses Club colours and/or logo(s) without the requisite authorisation by the Association;
- 5.1.13 it fails to keep the required safeguarding qualifications and/or any certificates associated with said qualifications up to date.
- 5.1.14 it fails to keep the required first aid qualification up to date; or
- 5.1.15 it does anything which the Management Committee determines to be in contravention with this constitution, the Main Objectives, or the Ancillary Objectives.
- 5.1.16 Membership shall not be transferable either in name or club ownership

5.2 Cessation of membership

- 5.2.1 Membership by a Club in the Association shall terminate:
- 5.2.1.1 upon the expiration of the period of at least 1 (one) months' notice in writing to the Association of the Member's intention to do so.
- 5.2.1.2 if, at any time, notwithstanding anything contained in this constitution, the Management Committee, by ordinary resolution, removes a Member, after having given written notice to and allowing it to make representations; provided that such removal must be confirmed by a special resolution of Members entitled to vote in a meeting convened for that purpose. Considerations for termination of membership, inter alia, include:
- 5.2.1.2.1 wilful violations of this constitution or any other reasonable rules adopted by the Association for its operations.
- 5.2.1.2.2 wilful conduct prejudicial to the interests of the Association.
- 5.2.1.2.3 a failure to meet and maintain the initial qualifications for membership in the Association.



- 5.2.1.2.4 failure by a member to attend at least 2 (two) consecutive Members' meetings without prior written request for pardon by the Member for reasons acceptable to the Management Committee; or
- 5.2.1.2.5 the Member is no longer committed and/or the Member has not fully shown commitment to furthering the Main Objectives and Ancillary Objectives of the Association.
- 5.2.1.3 if a Club, after a period of 3 (three) years after obtaining membership in the Association, fails to have at least 10 Club Members.
- 5.2.1.4 if such Member is liquidated, wound-up or placed under Business Rescue as contemplated in the Companies Act, whether compulsorily or voluntarily.
- 5.2.1.5 if such Member commits any act of insolvency or where a member is deemed unable to pay its debts in terms of the Act, the Companies Act or the Close Corporations Act, whichever is applicable.

5.3 Indemnity

- 5.3.1.1 No Club shall approve membership of any Club Member unless the Club Member indemnifies the Association and the Club or any officers, employees or agents of the aforementioned in writing for all and any liability or loss of whatsoever nature, including, direct or indirect damages or loss sustained to any person or property (including consequential loss or damages) in competitions (or any other climbing event) organised or endorsed by the Association.
- 5.3.1.2 Each Member shall procure that such indemnity be contained in its standard application for membership.

6. MEMBERS MEETINGS

- 6.1 The Association is required to convene Members' meetings:
 - 6.1.1 annually, provided that no more than 15 months must elapse between the date of 1 (one) annual general meeting and that of the next and an annual general meeting must be held within 6 (six) months after the expiration of the fiscal year of the Association; and
 - 6.1.2 whenever 33% of the Members demand a members' meeting of which such meetings may be held at any time.
- 6.2 Annual general meetings and other special meetings will be held at such a time and place as the Management Committee appoints, irrespective of whether the location is within the Republic or elsewhere.
- 6.3 The business of the annual general meeting must include:
 - 6.3.1 agreement of the agenda.
 - 6.3.2 president's report.
 - 6.3.3 presentation of the Association's annual financial statements.
 - 6.3.4 election of Management Committee members.
 - 6.3.5 to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting.
 - 6.3.6 to receive from the Management Committee reports on the activities of the Association during the last preceding fiscal year; and
 - 6.3.7 other appropriate matters.

- 6.4 The minimum number of days for the Association to deliver notice in writing of a members' meeting is in respect of:
- 6.4.1 the annual general meeting, 21 days.
 - 6.4.2 a meeting called for the passing of a Special Resolution, 15 days; and
 - 6.4.3 any other special Members' meetings, 15 days.
- 6.5 The Association may call a special Members' meeting (including a meeting where a special resolution is to be passed) with less notice than required by this constitution, but such a meeting may proceed only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda:
- 6.5.1 is present at the meeting; and
 - 6.5.2 votes to waive the required minimum notice of the meeting.
- 6.6 The authority of the Association to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication is not limited or restricted by this constitution.
- 6.7 No Members' meeting may commence, nor may any matter be considered, unless a quorum of Members is present. Save as otherwise provided herein, 25% of the Members will be a quorum.
- 6.8 If, within 30 minutes after the appointed time for a meeting to begin has elapsed and sufficient Members to establish quorum is not present:
- 6.8.1 for that meeting to begin, the meeting is postponed without motion, vote or further notice, for one week; or
 - 6.8.2 for consideration of a particular matter if there is:
 - 6.8.2.1 other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion; or
 - 6.8.2.2 no other business on the agenda of the meeting, the meeting is adjourned for 1 (one) week, without motion or vote; and
 - 6.8.3 If at an adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Members present will be quorum.
- 6.9 Where a quorum is established for a meeting to begin or a matter to be considered, the meeting may continue, or the matter may be considered as long as 75% of Members attending the meeting remain present.
- 6.10 The maximum period allowable for an adjournment of a members' meeting may not exceed the earlier of:
- 6.10.1 the date that is 20 Business Days after notice of such meeting was given by the Association: or
 - 6.10.2 the date that is 10 Business Days after the date on which the adjournment occurred.
- 6.11 No business will be transacted at the resumption of any adjourned general meeting other than the business left unfinished at the general meeting from which the adjournment took place.
- 6.12 The president or, failing him, the vice-president of the Management Committee (or if more than 1 (one) of them is present and willing to act, the most senior of them) will be the chairperson of each general meeting. If no chairperson or deputy chairperson is present and willing to act, the Members present will elect 1 (one) of the Officers or, if no Officer is present and willing to act, a member, to be chairperson of that general meeting.

8. MEMBERS' RESOLUTIONS

- 8.1 For an ordinary resolution to be adopted at a members' meeting, it must be supported by more than 50% of the Members who voted on the resolution.
- 8.2 For a special resolution to be adopted at a members' meeting, it must be supported by at least 75% of the Members which voted on the resolution.
- 8.3 At any general meeting, a resolution put to vote will be decided on a show of hands if no Poll is demanded on or before the declaration of the result of a show of hands. A Poll may only be demanded by:
- 8.3.1 the chairperson of the meeting; or
- 8.3.2 not less than 1/3rd (one-third) of the Members having the right to vote at the general meeting.
- 8.4 In the case of an equality of votes, the chairperson of the meeting at which the vote takes place will be entitled to a second or casting vote.
- 8.5 On a show of hands, or in the event that voting was conducted by way of Polling, at a general meeting, a declaration by the chairperson as to the result of the voting on any particular resolution and an entry to that effect in the minutes will be conclusive proof of that result, without proof of the number or proportions of votes recorded in favour of, against and as abstaining from such resolution.
- 8.6 If a Poll is demanded at a general meeting:
- 8.6.1 On the election of a chairperson or on an adjournment, the Poll will be taken immediately and in such manner as the general meeting determines, and a Poll on any other question will be taken at such time and in such manner as the chairperson of the general meeting directs.
- 8.6.2 The result of the Poll will be deemed to be the resolution of the general meeting at which the Poll was demanded.
- 8.6.3 the demand will not preclude the general meeting from considering any question other than that on which the Poll has been demanded unless the general meeting decides otherwise; and
- 8.6.4 the demand may be withdrawn at any time.
- 8.7 No objection will be taken to the admission or rejection of any vote except at the general meeting at which the vote in dispute is cast, or, if it is adjourned, the resumption thereof. The chairperson of that general meeting or resumed general meeting will determine any issue raised by such objection and his determination shall be final and binding.
- 8.8 The chairperson of any general meeting will determine the procedure to be followed at that meeting.

9. NOTICES OF MEMBERS' MEETINGS

- 9.1 A notice may be given by the Association to any Member by way of any electronic notification, which includes inter alia, email, facsimile etc.
- 9.2 Notice of every Members' meeting will be given in any manner authorised by the Management Committee to the Members. No other persons will be entitled to receive notice of Members' meetings.
- 9.3 A notice of a members' meeting must be in writing, and must include:

- 9.3.1 the date, time and place for the meeting, and the record date for the meeting.
 - 9.3.2 the general purpose of the meeting, and any specific purpose, if applicable.
 - 9.3.3 a copy of any proposed resolution of which the Association has received notice, and which is to be considered at the meeting, and a notice of the percentage of voting rights that will be required for that resolution to be adopted; and
 - 9.3.4 in the case of an annual general meeting of the Association the financial statements to be presented or a summarised form thereof.
- 9.4 The Members are required to provide satisfactory identification.

9.5 Services of Notices

- 9.5.1 For the purpose of this constitution, a notice may be served on or given to a person by:
- 9.5.1.1 delivering it to the person personally; or
 - 9.5.1.2 sending it by pre-paid post to the address of the person; or
 - 9.5.1.3 sending it by email or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- 9.5.2 For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
- 9.5.2.1 in the case of a notice given or served personally, on the date on which it is received by the addressee; and
 - 9.5.2.2 in the case of a notice sent by facsimile transmission, email or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

10. THE MANAGEMENT COMMITTEE

- 10.1 The Management Committee must comprise of at least 5 (five) Officers, and not more than 8 (eight) Officers, who may either be executive or non- executive Officers. No more than 3 (three) of the Officers may be Connected Persons in relation to each other (as defined in the Income Tax Act)
- 10.2 No single person shall, directly or indirectly, control the decision making powers relating to the Association.

10.3 Powers of the Management Committee

- 10.3.1 The Management Committee:
- 10.3.1.1 is to control and manage the affairs of the Association, and
 - 10.3.1.2 may exercise all such functions as may be exercised by the Association, other than those functions prohibited by this constitution.
 - 10.3.1.3 has power to perform all such acts and do all such things as appear to the Management Committee to be necessary or desirable for the proper management of the affairs of the Association.
 - 10.3.1.4 shall arrange all disciplinary hearings; and
 - 10.3.1.5 shall appoint and delegate representatives to any Association event competitions.

10.4 Constitution and membership of the Management Committee

- 10.4.1 The following procedure shall apply to the election of Officers to the Management Committee:
- 10.4.1.1 nominations of candidates for election as Officers of the Association:
- 10.4.1.1.1 must be made in writing, signed by 2 (two) Members of the Association, and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
- 10.4.1.1.2 must be delivered to the secretary of the Association at least 7 (seven) days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- 10.4.1.2 If insufficient nominations are received to fill all vacancies on the Management Committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- 10.4.1.3 If insufficient further nominations are received, any vacant positions remaining on the Management Committee are taken to be casual vacancies and may be filled by the Management Committee as it deems fit.
- 10.4.1.4 voting shall occur by way of Polling.
- 10.4.1.5 if the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected; and
- 10.4.1.6 if the number of nominations received exceeds the number of vacancies to be filled, a Poll is to be held.
- 10.4.2 The Management Committee shall consist of the following portfolios:
- 10.4.2.1 the president; and
- 10.4.2.2 the vice-president; and
- 10.4.2.3 the secretary; and
- 10.4.2.4 the treasurer; and
- 10.4.2.5 a nominated committee member
- 10.4.3 The president and vice-president shall not be members of the same Club.
- 10.4.4 Where the president is elected as the president of the SANCF, that president shall relinquish provincial presidency.
- 10.4.5 Each elected Officer of the Association will hold office until the conclusion of the annual general meeting following the date of the Officer's election, but is eligible for re-election subject to Clause 10.4.6.
- 10.4.6 Each elected Officer, having a specific designation, shall not serve for more than 4 (four) consecutive terms acting within that designation without a minimum ineligibility period of 12 months.
- 10.4.7 In the event of a vacancy occurring in the elected membership of the Management Committee, the Management Committee may appoint a Club Member or a Member of the Association to fill the vacancy and the Club Member so appointed is to hold office, until the conclusion of the annual general meeting next following the date of the appointment.

10.4.8 Save as otherwise provided herein, the Management Committee will determine portfolios as it deems fit.

10.4.9 Officers shall disclose any conflict of interest which may exist in a deliberation of the Management Committee and shall not vote on any matter they have a conflict-of-interest in. Officers may be asked to be absent from Management Committee discussions in which the Management Committee considers they have a conflict of interest. A register shall be kept by the Secretary of any conflicts of interest disclosed or considered to exist by the Management Committee.

10.5 Removal of Officers

10.5.1 The Members may remove any Officer by ordinary resolution once special notice has been given and the Officer has been given a reasonable opportunity to make representations. This power remains regardless of:

- 10.5.1.1 anything mentioned in this constitution.
- 10.5.1.2 any agreement between the Association and the Officer; and
- 10.5.1.3 the fact that the Officer's prescribed term has not expired.

10.5.2 Over and above the provisions of any other law which may prohibit a person from acting in a fiduciary capacity, the office of any Officer will be vacated if the Officer:

- 10.5.2.1 is found to be incapable of managing their own affairs.
- 10.5.2.2 resigns his office by notice in writing to the Association.
- 10.5.2.3 compounds with his/her creditors.
- 10.5.2.4 is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare his/her interest and the nature thereof.
- 10.5.2.5 absents himself/herself from meetings of the Management Committee for six consecutive months without the leave of the other Officers, and the members resolve that his office will be vacated; or
- 10.5.2.6 is no longer committed to furthering the objectives of the Association.

10.5.3 Any failure by the Association at any time to have the minimum number of Officers as required by this constitution does not limit or negate the authority of the Management Committee or invalidate anything done by the Management Committee.

10.6 Meetings and Quorum

10.6.1 The Management Committee may meet together for the dispatch of business, adjourn or otherwise regulate its meetings, as the Officers think fit, provided that they must meet at least 2 (two) times in each period of 12 months, one meeting of which may coincide with the annual general meeting.

10.6.2 Additional meetings of the Management Committee may be convened by the president or by any Officer.

10.6.3 The authority of the Management Committee to consider a matter other than at a meeting is not limited or restricted by this constitution.

10.6.4 Oral or written notice of a meeting must be given by the secretary to each Officer at least 48 hours (or such other period as may be unanimously agreed on by the Officers) before the time appointed for the holding of the meeting.

10.6.5 Notice of a meeting must specify the general nature of the business to be transacted at the meeting. Additional business may be transacted at the meeting, which business the Officers present at the meeting unanimously agree is to be transacted.

10.6.6 Any 3 (three) or at least 50% of the Officers (where the total membership of the Management Committee) is greater than 6 (six), constitute a quorum for the transaction of the business of a meeting of the committee.

10.6.7 No business is to be transacted by the Management Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to be dissolved.

10.7 Minutes of Management Committee Meetings

10.7.1 The Officers must ensure that minutes of meetings are kept, reflecting, inter alia:

10.7.1.1 all appointments of Officers made by the Management Committee.

10.7.1.2 the names of the Officers present at each Management Committee meeting, and of any committee of Officers; and

10.7.1.3 all resolutions and proceedings at all meetings of the Association and the Officers, and of committees of Officers, and every Officer present at any Management Committee meeting must sign his name in a book to be kept for that purpose. The minutes of the meetings must be distributed at least 5 (five) days before the next meeting and will be confirmed as a true record of proceedings at the next meeting of Officers and signed by the president.

10.8 Delegation by Management Committee to sub-committee

10.8.1 The Management Committee may, in writing, delegate to 1 (one) or more sub-committees (consisting of such members of the Management Committee or representatives of Members of the Association, or any other person, as the Management Committee deems fit) the exercise of such of the functions of the Management Committee which are specified in the instrument of appointment.

10.8.2 Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this Clause has the same force and effect as it would have if it had been done or suffered by the Management Committee.

10.8.3 The Management Committee may, by instrument in writing, revoke wholly or in part any delegation under this Clause.

10.8.4 A sub-committee may meet and adjourn, as it thinks proper.

10.9 Voting and decisions

10.9.1 Questions arising at a Management Committee meeting or of any sub-committee are to be determined by a majority of the votes.

10.9.2 Each Officer present at a Management Committee meeting or of any sub-committee appointed by the Management Committee (including the person presiding at the meeting) is entitled to 1 (one) vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

11. ASSOCIATION RECORDS AND FINANCIAL MATTERS

- 11.1 The fiscal year end of the Association shall be the last day of March each year.
- 11.2 The Association must have a separate banking account in the name of the Association with a registered Bank from which its financial transactions will be conducted and all withdrawals from which will be on the signatures of at least two authorised persons.
- 11.3 The Management Committee shall ensure:
- 11.3.1 that all money due to the Association is collected and received and that all payments authorised by the Association are made.
- 11.3.2 that correct books and accounts are kept showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association.
- 11.3.3 that all cheques, electronic transfers, and other negotiable instruments must be approved by any 2 (two) members of the Management committee or nominees of the Management committee, being members or employees authorised to do so by the Management committee.
- 11.3.4 that all documents are to be kept in a safe place.
- 11.4 Notwithstanding Clause 11.1 above, the competition year of the Association shall follow that of the SANCF.
- 11.5 The income and property of the Association shall be applied solely towards the promotion of its Main Objectives and Ancillary Objectives and no portion thereof shall be paid, transferred, directly or indirectly, by way of dividend, bonus or otherwise, howsoever, to Members or to their members, provided that nothing herein shall prevent the payment in good faith of reasonable remuneration to any Officer or employee of the Association or to any Club Member in return for any services actually rendered to the Association.
- 11.6 The Income of the Association shall not be distributed to any person otherwise than in the course of undertaking Public Benefit Activities as contemplated in the ninth schedule to the Income Tax Act.
- 11.7 The income of the Association shall be used solely for the purpose of the Main Objectives and Ancillary Objectives.
- 11.8 The Association shall not knowingly be a party to any transaction, operation or scheme which sole or main purpose is or was the reduction or postponement or avoidance of liability for any tax, duty or levy that, but for the transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other act administered by the Commissioner.
- 11.9 No public benefit activity of the Association will directly or indirectly promote the economic self-interest of any office-bearer or Club Member, otherwise than by reasonable remuneration.
- 11.10 The Association shall not pay excessive remuneration, as contemplated in the fourth schedule to the Income Tax Act, to an Officer, employee, Club Member or other person or any Connected Person in relation to the aforementioned persons, having regard to what is generally considered reasonable in relation to the service rendered or such employment.
- 11.11 The Association shall be entitled to accept revocable and conditional donations provided that:
- 11.11.1 the Association may only accept revocable donations where the reason for the revocation is:

- 11.11.1.1 a material failure to conform to the designated purposes and conditions of the donation; or
- 11.11.1.2 any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act.
- 11.11.2 a donor (other than a donor which is an approved public benefit organisation or an institution or body which is exempt from tax in terms of section 10(1)(CA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable the donor or any connected person in relation to the donor to derive some direct or indirect benefit from the application of the donation.
- 11.12 The Association shall comply with the reporting requirements determined by the Commissioner from time to time.
- 11.13 The Association shall not use its assets or income directly or indirectly, to support, advance or oppose any political party.

12. INDEMNITY

- 12.1 Every member of the Management Committee, Chairperson, officer and every other person (whether an officer of the Association or not) employed by the Association shall be indemnified out of the funds of the Association against all liability incurred by them in their capacities, in defending any proceedings, whether civil or criminal, in which judgment is given in their favour, or in which they are acquitted.
- 12.2 No Member, officer or employee of the Association shall be liable for
- 12.2.1 loss or expense incurred by the company through the insufficiency or deficiency of any security in or upon which any of the monies of the Association are invested.
- 12.2.2 any loss or damage arising from the bankruptcy, insolvency or delictual acts of any persons with whom monies, securities or effects shall be deposited.
- 12.2.3 any loss or damage occasioned by any error of judgment or oversight on his/her part; or
- 12.2.4 any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his/her office, or in relation thereto, unless the same happened through their own negligence, default, breach of duty or wilful misconduct or wilful breach of trust.

13. MISCELLANEOUS

13.1 Intellectual Property Rights and Ownership

- 13.1.1 The Association is the sole owner of the following internet domain names, which shall be held in the name of the Association:
- www.gautengclimbing.co.za; and
- www.gautengclimbing.org: and
- www.gautengclimbing.org.za.

13.2 Disciplinary Action Against Member

- 13.2.1 Complaints received by the Management Committee of any misbehaviour of any Member or its representative/s or action(s) that could bring the

Association or any of its objectives as recorded in Clause 4 hereof into disrepute, should be investigated and if found to be true, brought before a committee to be constituted for this purpose (hereinafter referred to as the "Disciplinary Committee"). At least 3 (three) persons, consisting of the President, Vice President and one other Member's representative must be present at such hearing.

- 13.2.2 The Member involved will be informed within 14 days of such an action to be taken, what the complaints are and where his/her presence should be required for a disciplinary hearing.
- 13.2.3 The Member subjected to a disciplinary hearing in accordance with this Clause 13.2 shall be allowed to make use of representation at such hearings, which shall be communicated to such Member prior to the commencement of such hearing.

14. AMENDMENT TO CONSTITUTION

- 1.1 The constitution can be changed by a resolution. The resolution has to be agreed upon and passed by not less than two thirds of the Members who are represented at the annual general meeting or special general meeting. Members must vote at this meeting to change the constitution. Two thirds of the Members shall be represented at a meeting ('the quorum') before a decision to change the constitution is taken. Any annual general meeting may vote upon such a notion, if the details of the changes are set out in the notice referred to in the following paragraph. A written notice must go out not less than 14 days before the meeting at which the changes to the constitution are going to be proposed. The notice must indicate the proposed changes to the constitution that will be discussed at the meeting.
- 1.2 A copy of the amended constitution shall, if the Association is exempted from payment of normal tax or authorised to issue receipts under section 18A of the Income Tax Act, be sent for their records to the Commissioner for the South African Revenue Services or his authorised representative.
- 1.3 A copy of the amended constitution shall, if the Association is registered as a non-profit organisation, be sent to the Directorate of Non-Profit Organisations.

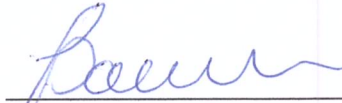
2. WINDING-UP/LIQUIDATION

- 2.1 The Association may be voluntarily wound-up by way of a special resolution of its members.
- 2.2 Upon dissolution of the Association, its net assets must be distributed as resolved by the Members or failing a resolution by Members, by the Management Committed as follows:
- 2.2.1 No past or present Club Member or Officer of the Association, is entitled to any part of the net value of the Association after its obligations and liabilities have been satisfied; and
- 2.2.2 The entire net value of the Association must be distributed to a legal body (including but not limited to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations, non-profit trusts or government bodies) having objectives similar to the Main Objectives, provided that such a person must be:
- 2.2.2.1 approved as a Public Benefit Organisation by the Commissioner; or
- 2.2.2.2 an institution, board or body which is exempt from tax under the provisions of section 10(1)(c)(i) of the Income Tax Act, which has as

- 2.2.2.3 its sole or principal objective the carrying on of any Public Benefit Activity; or
a department of state or administration in the national, provincial, or local sphere of government in the Republic as contemplated in section 10(1)(a) or (b) of the Income Tax Act.
- 2.3 In the event that neither the Members nor the Management Committee takes the necessary resolution the distribution of assets will take place as resolved by:
 - 2.3.1 a court.

SIGNED AT **Centurion**.....on.....**22 January****2025**.....

For and on behalf of the Association **Gauteng Climbing**



Signature

C Boucher

Name of Signatory

President Gauteng Climbing

Designation of Signatory