



FISH HOEK SURF LIFESAVING CLUB CONSTITUTION

accepted at FHLSC SGM on 13 July 2023

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1. DEFINITIONS

In this Constitution, unless expressly provided otherwise or unless the context otherwise indicates:

- 1.1. "Annual General Meeting" or "A.G.M." means an annual general meeting of the Members of the Club as contemplated in clauses 2.2, 13.1, 13.2, 14.3, 20, 22, 23, 24, 25, 26, 29.3, 34 and 36;
- 1.2. "Club Administration System" means the Fish Hoek Surf Lifesaving Club's Administration System that is used for registration, renewals, competitions etc;
- 1.3. "Club Facilities" means all facilities of whatever nature belonging to or used by the Club, including but not limited to the Clubhouse;
- 1.4. "Club Equipment" means all craft used on the sea of whatever nature belonging to or used by the Club, including but not limited to the Clubhouse
- 1.5. "Club" means the Fish Hoek Surf Lifesaving Club;
- 1.6. "Clubhouse" means the lifesaving clubhouse situated at Fish Hoek Beach, Peter Creese Way, Fish Hoek, Cape Town, leased by the Club from the City of Cape Town;
- 1.7. "Committee" means the executive committee of the Club instituted in accordance with clause 25 and 26;
- 1.8. "Constitution" means this document, as amended from time to time in accordance with clause 34;
- 1.9. "JQC" means a member who possesses a Junior Qualifying Certificate (JQC), is below the age of 16, has successfully completed a lifeguard certification and earned a junior counterpart to the Qualifying Certificate (QC). This JQC member, mirrors the privileges of a Junior Lifesaving Award (JLA) holder, retaining equal voting rights.
- 1.10. "Lifesaving Members" means Junior, Senior and Master Members contemplated in clauses 10.3, 10.4, 10.5, 12.2.5, 18.1 and 24.2, who are amateur lifesavers as defined by LSA from time to time;
- 1.11. "LSA" means Lifesaving South Africa or its successor in title;
- 1.12. "LSA Constitution" means the national constitution of LSA as amended from time to time, including the schedules thereto;
- 1.13. "Members" means the members of the Club from time to time, as described in clauses 9 and 10;
- 1.14. "Non-Lifesaving Members" means Members over the age of 18 years who are not Lifesaving Members, and who serve on the Committee at the Club;
- 1.15. "Officer" means any officer of the Club as contemplated in clauses 3, 6.2, 16.2.4, 20.8.4, 20.8.5, 22.1, 25, 26, 27, 29.4, 30, 31.3 and 33.2;
- 1.16. "Rules" means the rules of the Club as determined and issued by the Committee from time to time;
- 1.17. "Special General Meeting" means a special meeting of the Members of the Club as contemplated in clauses 2.2, 20.8.5, 21, 22, 25.13, 26.3, 34 and 35;
- 1.18. "Subscription Fees" means the annual membership fees payable by certain Members in consideration for their membership with the Club

- as described in clause 14.2, 17.4, 18, 19, 24.2 and 32.1;
- 1.19. "Surf Proficiency Members" means members who have historically qualified as a Lifeguard and received the equivalent of a Lifeguard Award known as a SPA. A SPA is equivalent to a LA in terms of voting rights.
 - 1.20. Any term defined in a clause in this Constitution will bear the meaning given to it throughout this Constitution, unless it appears clearly from the clause in question that such term only applies to that clause;
 - 1.21. Words importing one gender include the other gender;
 - 1.22. Words in the singular number include the plural and words in the plural include the singular.

2. CONSTITUTION

- 2.1. This Constitution, together with its duly authorised amendments thereto from time to time, shall be the constitution of the Fish Hoek Surf Lifesaving Club.
- 2.2. The effective date of this Constitution shall be the date as determined by the resolution in terms whereof this Constitution is adopted and confirmed by the Club at an Annual General Meeting or Special General Meeting of the Club in accordance with clause 34 on which date it shall replace all previous Constitutions.
- 2.3. This Constitution and any Rule issued in terms hereof shall be binding upon and apply to all Members of the Fish Hoek Surf Lifesaving Club.
- 2.4. The operations of the Fish Hoek Surf Lifesaving Club are governed by the prevailing protocols established by Lifesaving South Africa, and shall defer to their constitution as required.

3. NAME, NATURE AND CAPACITY

- 3.1. The name of the Club is the FISH HOEK SURF LIFESAVING CLUB.
- 3.2. The Club is a voluntary association having a separate legal identity and existence distinct from its Members and Officers.
- 3.3. The Club shall not operate for profit.
- 3.4. The Club shall exist indefinitely until wound up or dissolved in accordance with the provisions of this Constitution. The Club shall continue to exist notwithstanding any changes in its membership or its Officers.
- 3.5. As a juristic person, the Club has full legal capacity to – :
 - 3.5.1. perform any and all legal acts for the pursuit of and in conformity with its objectives, including the capacity to enter into contracts, to make and receive donations and to enter into any agreement, provided that the Club may not accept any donation 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;
- 3.5.2. have, acquire, own and be endowed with rights, duties, property, assets and liabilities; and
- 3.5.3. sue and be sued in its own name;
- 3.6. No Member or Officer shall, in his or her personal capacity, have any rights, title or interest in or to the funds, property or other assets of the Club solely by virtue of their position as Member or Officer.
- 3.7. No income, property or other assets of the Club shall be distributable to its Members or Officers, except as reasonable compensation for services rendered.

4. AFFILIATIONS

- 4.1. Lifesaving South Africa (LSA)
- 4.2. Lifesaving Western Cape (LWC)
- 4.3. Lifesaving Cape Town (LCT)

5. HEADQUARTERS AND OFFICIAL ADDRESS

- 5.1. Unless determined otherwise by resolution of the Committee, the official address and administrative headquarters of the Club shall be the Clubhouse, situated at the following address:
 - Fish Hoek Surf Lifesaving Club
 - The Lifesaving Clubhouse on Fish Hoek Beach
 - Peter Creese Way
 - Fish Hoek
 - 7975
- 5.2. For all legal and other purposes, the address set out above in clause 5.1 is the chosen domicilium citandi et executandi and headquarters of the Club.

6. OBJECTS

- 6.1. The primary objects of the Club are to encourage, pursue and provide for the rendering of lifesaving, prevention of drowning and related services to the public at Fish Hoek Beach and it may do so inter alia by means of:
 - 6.1.1. Safeguarding the bathing public at Fish Hoek Beach and where, reasonably possible, rescuing bathers in distress;
 - 6.1.2. Developing aquatic skills, lifesaving techniques, lifesaving equipment and responses to drowning incidents in order to understand and transfer skills and methods of best practice in lifesaving and resuscitation;

- 6.1.3. Educating and training Members and other individuals in lifesaving and also in the techniques and protocols for resuscitation of the apparently drowned;
 - 6.1.4. Safeguarding against any aquatic accidents; and
 - 6.1.5. Protecting and conserving the aquatic environment and ecology in order to ensure the sustainable use thereof;
 - 6.1.6. Participation in organised sports events under the auspices of Lifesaving South Africa in order to improve both fitness levels and skills development.
- 6.2. No Member or Officer may, in pursuit of the Objects, discriminate against any other person on the grounds of race, gender, sex, origin, colour, sexual orientation, religion, conscience, belief, culture or birth or any other prohibited or unfair ground.

7. CONTROL & JURISDICTION

- 7.1. This Constitution shall be binding on each Member with effect from the commencement of his or her membership with the Club. The Committee shall have the right to take disciplinary action against any Member to enforce his or her observance thereof.
- 7.2. For so long as it is a member of LSA, the Club shall be subject to the control of LSA and shall be charged with the fulfilment of the objectives of LSA in the manner set out herein.

8. CLUB COLOURS AND UNIFORM

- 8.1. The Club colours shall be black, turquoise and white.
- 8.2. The Club Badge shall be an Albatross facing with outspread wings, in black and white with a turquoise background; surrounding the body of the Albatross, a lifebuoy and beneath a scroll, the words "Fish Hoek".
- 8.3. The Life members' Badge is to be the Club Badge with laurel leaves surrounding.
- 8.4. Other club apparel shall be determined by the Committee from time to time.
- 8.5. No individual shall be permitted to wear the Club Badge or Club costume until they are a fully paid up member.

9. MEMBERSHIP IN GENERAL

- 9.1. Subject to the provisions of this Constitution, the membership of the Club shall consist of:
 - 9.1.1. Volunteers only;
 - 9.1.2. No member shall receive remuneration for services rendered unless agreed by majority vote by the Committee at a duly

- 9.1.3. Only natural persons;
- 9.1.4. No association or corporate body may be a member of the Club.
- 9.2. Membership of the Club will not give any Member any proprietary right, title, interest, claim or demand in or to any of the property, funds or other assets of the Club, but shall confer on such Members the right to use the Club Facilities, to participate in and promote the objectives of the Club, and to represent the Club in competitions and other activities, in accordance with the Member's membership categories and subject to the provisions of this Constitution, the Rules and the directions of the Committee from time to time.
- 9.3. Every Member is obliged to inform the Club in writing of any change in details and to ensure that the Club has the information required to make or keep in contact with the Member, including, but not limited to, a physical, postal and email address, where available.

10. CATEGORIES OF CLUB MEMBERSHIP

Membership shall consist of the following categories:

- 10.1. Micro Nipper Members
 - 10.1.1. Micro Nipper memberships shall be available in respect of children up to and including the age of 7 years, with the written consent of the child's parent or legal guardian.
 - 10.1.2. Membership with the Club under this category shall vest in the parent or legal guardian of the Micro Nipper concerned and will not be granted in respect of any child under the aforesaid ages under any circumstances.
 - 10.1.3. Use of all Club Facilities and Club Equipment is permitted only under Committee supervision and with the consent of the Micro Nipper's parent or legal guardian. It is mandatory for the Micro Nipper's parent or legal guardian to be present during such activities.
- 10.2. Nipper Members
 - 10.2.1. A Nipper member is one who is between 8 and 13 years old inclusive or is within the age specification as determined by LSA from time to time, with the written consent of the child's parent or legal guardian.
 - 10.2.2. Membership with the Club under this category shall vest in the parent or legal guardian of the Nipper concerned and will not be granted in respect of any child under the aforesaid ages under any circumstances.
 - 10.2.3. Nippers may make use of Club Facilities and Club Equipment during official Nipper practice times as determined by the Nipper Officer from time to time and with the consent of the Nipper's parent or legal guardian. It is mandatory for the Nipper's parent or legal guardian to be present during such

- activities.
- 10.2.4. Use of Club Facilities and Club Equipment outside of official Nipper practice times is permitted, but only with the consent of The Nipper Officer and the Nipper's parent or legal guardian. It is mandatory for the Nipper's parent or legal guardian to be present during such activities.
- 10.3. Junior Lifeguard Members
- 10.3.1. Junior Lifeguard Membership shall be available to individuals between the ages of 14 to 18 years (inclusive), or as otherwise determined by the relevant LSA rulings at the time. Where the Member is a minor, his or her membership is subject to the written consent of his or her parent or legal guardian.
- 10.3.2. Junior Lifeguard Membership with the Club includes that the parent or legal guardian of the Junior concerned is granted access to use the Clubhouse Facilities.
- 10.3.3. Junior Lifeguard Members may have the right to the use of all Club Facilities and Club Equipment, subject to the Rules or directions issued by the Committee from time to time.
- 10.3.4. All Junior Lifeguard Members are required to have passed the relevant exams e.g. JLA, LA or QC.
- 10.3.5. All Junior Lifeguard Members are required to perform duties on a voluntary basis.
- 10.4. Senior Lifeguard Members
- 10.4.1. Senior Lifeguard Membership shall be available to individuals aged 19 years or older on the date determined by the relevant LSA rulings at the time.
- 10.4.2. Senior Lifeguard Members may have the right to the full use of all Club Facilities and Club Equipment, subject to the Rules or directions issued by the Committee from time to time.
- 10.4.3. All Senior and Junior Lifeguard Members are required to have passed the relevant exams e.g. LA or QC.
- 10.4.4. Senior Lifeguard Members between the ages of 19 and 25 years shall be required to perform voluntary duties, as determined by the Committee from time to time or the relevant LSA rulings.
- 10.4.5. Senior Lifeguard Members aged 25 or older shall not be required to perform duties.
- 10.5. Master Lifeguard Members
- 10.5.1. Master Lifeguard Membership is available to Members over the age of 30 years.
- 10.5.2. Master Lifeguard Membership may be granted by the Committee on application by the Member, subject to such Member having held a valid lifesaving qualification as determined by LSA at any point in time during his or her membership with the Club.
- 10.5.3. Master Lifeguard Members may have the right to the use of all Club Facilities and Club Equipment, subject to the Rules or directions issued by the Committee from time to time.
- 10.6. Life Members

- 10.6.1. Life Membership shall be available to:
 - 10.6.1.1. Individuals older than 24 years of age, and
 - 10.6.1.2. Lifesaving Members who have performed a total of ten (10) years lifesaving duty must have been completed with the Club; or
 - 10.6.1.3. Non Lifesaving members who have eight (8) years continuous service or ten (10) years broken service on the Committee with the Club.
- 10.6.2. Applicants must have demonstrated a record of meaningful contribution towards the activities and success of the Club.
- 10.6.3. Life Members may have the right to the use of the Club Facilities and Club Equipment, subject to the rules or directions issued by the Committee from time to time.
- 10.7. Honorary Members
 - 10.7.1. Honorary membership shall be available to those Members elected by a majority vote by the Committee at a Committee meeting
 - 10.7.2. Honorary Membership is valid until the end of the current season and is renewable at the discretion of the Committee.
 - 10.7.3. Honorary Members will not have the automatic right of use of Club Facilities and Club Equipment, and such rights will be considered and determined by the Committee on application by each Honorary Member so elected.
 - 10.7.4. Honorary members are exempt from paying Annual Subscriptions.
- 10.8. Social Members
 - 10.8.1. Social membership shall be available to individuals wishing to make use of the Club Facilities but are not permitted to use the Club Equipment.
 - 10.8.2. A Social member may be eligible for election to any official position in the Club with the exception of Club Captain.

11. APPLICATION FOR CLUB MEMBERSHIP FOR MICRO NIPPER AND NIPPER MEMBERS

- 11.1. Subject to the provisions of clause 8 and 9 and further provisions of this clause 10, membership to the Club shall be granted by the Committee on application by the parent or guardian, on behalf of the minor, provided that such individual meets all applicable conditions or requirements for membership as prescribed in this Constitution, the Rules, the Committee or LSA from time to time.
- 11.2. Application Process:
 - 11.2.1. The parent or legal guardian of the Micro Nipper or Nipper must register on the Club's Administration System and complete all applicable sections on behalf of the minor;
 - 11.2.2. Whilst their application is being processed, the applicant is

- entitled to make use of Facilities and Club Equipment only during the relevant official training sessions;
- 11.2.3. In instances where club membership is denied, the Committee is required, upon request, to provide a reason for such a decision. This decision may be appealed by the applicant;
 - 11.2.4. On approval of the application, the parent or legal guardian of the Micro Nipper or Nipper will be required to pay the relevant subscription fee applicable for membership before 31 October of the relevant year or within 14 days of approval whichever date is sooner;
 - 11.2.5. The relevant exams including the Nipper Awards for Nipper Members is mandatory should the individual wish to compete for the Club.

12. APPLICATION FOR CLUB MEMBERSHIP FOR JUNIOR, SENIOR AND MASTER LIFEGUARD MEMBERS

- 12.1. Subject to the provisions of clause 8 and 9 and further provisions of this clause 11, membership to the Club shall be granted by the Committee on application by the individual concerned (or his or her parent or guardian in the case of minors), provided that such individual meets all applicable conditions or requirements for membership as prescribed in this Constitution, the Rules, the Committee or LSA from time to time.
- 12.2. Application Process:
 - 12.2.1. The applicant (or his or her parent or legal guardian in the case of minors) must register on the Club's Administration System and complete all applicable sections;
 - 12.2.2. Whilst their application is being processed, the applicant is entitled to make use of Facilities and Club Equipment only during official training;
 - 12.2.3. In instances where club membership is denied, the Committee is required, upon request, to provide a reason for such a decision. This decision may be appealed by the applicant;
 - 12.2.4. Once the application is approved, the applicant (or his or her parent or legal guardian in the case of minors) will be required to pay the relevant subscription fee applicable for membership before 31 October of the relevant year or within 14 days of approval whichever date is sooner;
 - 12.2.5. The relevant exams namely the Junior Lifeguard Award (JLA), Lifeguard Award (LA) or Qualifying Certificate (QC) for Lifesaving Members is mandatory;
 - 12.2.6. Pursuant to the conditions of membership, the applicant shall endeavour to undertake the requisite JLA, LA, or QC examination no later than three months following the formal approval of their membership application. Furthermore, the

applicant must successfully pass the aforementioned examination within one calendar year from the date of application approval. In the event that the applicant does not adhere to these stipulations, their membership shall be rendered null and void, and any associated rights and privileges shall be rescinded with immediate effect or at the discretion of the Committee;

12.2.7. No voluntary lifesaving duties may be undertaken by a Probationary Member until such applicant is registered as a Lifesaving Member by the Committee and has passed the prescribed LSA examinations.

12.2.8. No applicant shall be admitted as a Lifesaving Member where such applicant was previously a member of another lifesaving club, unless the applicant obtains a written clearance issued by his or her former club certifying that he or she left the club in good standing.

13. APPLICATION FOR CLUB MEMBERSHIP FOR LIFE MEMBERS

13.1. Members shall be granted the status of Life Members by approval of the Members at an Annual General Meeting of the Club, on recommendation by the Executive Committee.

13.2. Application Process:

13.2.1. Application for Life Membership shall be proposed in writing and signed by the applicant as well as a proposer and seconder, both of whom must be Members of the Club;

13.2.2. If the Committee unanimously accepts the proposal, then it will be presented at an Annual General Meeting of the Club by the proposer for a vote of acceptance;

13.2.3. Such resolution shall be carried by a two-thirds majority of those members present at an Annual General Meeting and entitled to vote;

13.2.4. Life Members are required to pay the annual subscription fee applicable for membership.

14. APPLICATION FOR CLUB MEMBERSHIP FOR LIFE MEMBERS WITH HONOURS AWARD

14.1. This distinction recognizes extraordinary contributions to both the Club and the broader domain of lifesaving endeavours. The accolade comprises an Honours Scroll affixed beneath the Life Members' Badge, accompanied by a framed citation delineating the rationale for bestowal.

14.2. The awardee shall be exempt from annual membership fees to maintain this standing.

- 14.3. Nomination for this honour shall fall within the purview of the Executive Committee and shall be presented to the membership during the Club's Annual General Meeting. Adoption of such a resolution necessitates a majority of those in attendance and possessing voting privileges.

15. APPLICATION FOR CLUB MEMBERSHIP FOR HONORARY MEMBERS

- 15.1. Subject to the provisions of clause 8 and 9 and further provisions of this clause 14, membership to the Club shall be granted by the Committee on application by the individual concerned, provided that such individual meets all applicable conditions or requirements for membership as prescribed in this Constitution, the Rules, the Committee or LSA from time to time.
- 15.2. Honorary Membership shall be proposed in writing and signed by the applicant as well as a proposer and seconder, both of whom must be Members of the Club;
- 15.3. The submitted application shall be promptly addressed and considered during the earliest possible convening of the Committee Meeting.
- 15.4. The application will be presented to the Committee at a Committee Meeting for a vote. A two-thirds majority vote of the Committee will carry the vote.
- 15.5. The Committee reserves the unequivocal authority to either approve or reject any application for membership within the Club, at its sole discretion. In instances where membership is denied, the Committee is under no obligation to disclose the rationale for such a decision. The applicant shall be duly notified of the Committee's determination regarding their membership status in a timely manner

16. APPLICATION FOR CLUB SOCIAL MEMBERSHIP

- 16.1. Subject to the provisions of clause 8 and 9 and further provisions of this clause 15, membership to the Club shall be granted by the Committee on application by the individual concerned, provided that such individual meets all applicable conditions or requirements for membership as prescribed in this Constitution, the Rules, the Committee or LSA from time to time.
- 16.2. Application Process:
 - 16.2.1. The applicant must register on the Club's Administration System and complete all applicable sections;
 - 16.2.2. The Committee reserves the unequivocal authority to either approve or reject any application for membership within the Club, at its sole discretion. In instances where membership is

denied, the Committee is under no obligation to disclose the rationale for such a decision. The applicant shall be duly notified of the Committee's determination regarding their membership status in a timely manner;

- 16.2.3. Once the application is approved, the applicant will be required to pay the relevant subscription fee applicable for membership before 31 October of the relevant year or within 14 days of approval whichever date is sooner;
- 16.2.4. Where any Member or Officer objects to the admission of an applicant as a Social Member, such objections must be presented to the Committee at a Committee meeting. Upon consideration of such objections, the Committee may, at its discretion, admit the applicant as a Social Member on a probationary basis for a period of three (3) months ("Probationary Period"). In instances where club membership is denied, the Committee is required, upon request, to provide a reason for such a decision. This decision may be appealed by the applicant.

17. MEMBERSHIP RENEWAL

- 17.1. Membership automatically lapses annually on 30th September each year..
- 17.2. All members must complete an annual membership renewal process on the Club's Administration System.
- 17.3. Failure to complete all the steps in the annual membership renewal process by 31st of October results in membership being terminated.
- 17.4. Should a former Member express interest in rejoining the Club, their request shall be subject to Committee approval. The applicant's eligibility for re-admittance is contingent upon fulfilling the following prerequisites: clearance of any outstanding subscription fees, and maintenance of a commendable record during their prior tenure with the Club.

18. SUBSCRIPTION FEES

- 18.1. Members shall pay an annual Subscription Fee to the Club. The amount of the Subscriptions Fee payable by Members shall vary in accordance with the following categories of members and shall be determined from time to time by the Committee.
 - 18.1.1. Micro Nipper Members
 - 18.1.2. Nipper Members
 - 18.1.3. Junior Lifeguard Members and Senior Lifeguard Members
 - 18.1.4. Master Lifeguard Members
 - 18.1.5. Life Members
 - 18.1.6. Social Members

- 18.2. Life Members pay a discounted annual subscription.
- 18.3. Life Members with an honours award as well as Honorary Members are exempt from paying annual subscriptions.
- 18.4. Annual Subscription Fees are due and payable before the 31st day of October of the applicable year.
- 18.5. All Members shall pay their Subscription Fees timeously, failing which the rights and privileges of their membership, including use of the Club Equipment and Club Facilities shall be automatically suspended until such monies are paid in full.
- 18.6. The Committee, at its discretion, may grant an extension for payment of annual subscription fees up to the 31st of December of the applicable year, on a case-by-case basis, for members who are unable to fulfil their financial obligations by the standard deadline of the 31st of October. In the event that the member fails to remit payment by the mutually agreed upon extension date of 31st of December of the applicable year, all rights and privileges associated with their membership, including access to Club Craft and Club Facilities, shall be subject to automatic suspension.
- 18.7. Pursuant to the provisions delineated by this Constitution, the Committee retains the discretionary authority, exercisable on an individual case basis, to grant exemptions or modifications to the otherwise mandatory subscription fees.
- 18.8. All payments made to the Club by a Member will be allocated firstly to interest on any debt owing to the Club, secondly to the capital amount of any debt owing to the Club and lastly to Subscription Fees (which will, for the avoidance of doubt, be used to settle the oldest debt or Subscription Fee first), notwithstanding any designation by the Member to the contrary.

19. TERMINATION OF MEMBERSHIP

- 19.1. Pursuant to this Constitution, Rules and Committee governing the Club, membership shall be subject to termination under the following circumstances:
 - 19.1.1. Non payment of subscription fees, as stipulated by the Club;
 - 19.1.2. Expulsion of a member by virtue of a duly executed decision, in accordance with the established disciplinary procedures delineated within the Club's governing documents;
 - 19.1.3. Voluntary transfer of membership to an alternate Club, subject to the approval of both parties involved, and in compliance with any applicable rules and guidelines;
 - 19.1.4. Submission of a formal, written notice of resignation, duly executed by the member in question, indicating their irrevocable intent to relinquish their membership in the Club; and
 - 19.1.5. Non-completion or non-compliance with the annual membership renewal process, as prescribed by the Club's governing documents, thereby rendering the membership null and void.

- 19.2. Without derogating from any other rights of the Club in terms of this Constitution or at law, any amounts accruing or owing to the Club by a Member shall automatically become due and payable by such Member immediately upon any termination of such Member's membership with the Club.
- 19.3. Subscription Fees are non-refundable. No Member shall have any claim for a refund of any Subscription Fees (or part thereof) paid by virtue of the termination of his or her membership.
- 19.4. No Member is entitled to share in or receive or claim any part of the property or assets of the Club upon the termination of his or her membership.

20. ANNUAL GENERAL MEETINGS

- 20.1. The Annual General Meeting (A.G.M.) of the Club shall be called by the Club Administrator as directed by the Committee to be held before the 30th September of each year.
- 20.2. Notice of the A.G.M. shall be given at least thirty (30) days prior to the date of such meeting.
- 20.3. Failure of any member to receive notice shall not invalidate any meeting.
- 20.4. Notice of amendments to the Constitution and/or all items to be included on the agenda, must be submitted in writing to the Club Administrator at least fourteen (14) days prior to the A.G.M.
- 20.5. All nominations for Office Bearers will be called for thirty (30) days in advance of the designated date for the A.G.M. according to clause 24.6 All interested parties are advised to submit their nominations to the Committee in a timely manner, ensuring their receipt no later than seven (7) days prior to the scheduled commencement of the A.G.M. No additional nominations shall be accepted beyond the aforementioned deadline. Nominations from the floor during the A.G.M. shall be deemed inadmissible.
- 20.6. In the event that a Committee position remains vacant subsequent to the conclusion of the nomination and election process, the incoming Committee shall retain the prerogative to co-opt an appropriate member to discharge the duties and responsibilities incumbent upon the unoccupied position, in accordance with the Club's constitution, rules and other relevant governing documents.
- 20.7. In the occurrence of unanticipated circumstances, such as natural disasters or pandemics, the Committee reserves the right to exercise their discretion in conducting a virtual A.G.M, as an alternative to an in-person gathering. The chairperson may also introduce amendments to the rules governing the A.G.M., as deemed necessary, to facilitate proper governance and maintain the Club's operational continuity under such exceptional conditions.
- 20.8. Annual reports will be presented at the A.G.M. by:
 - 20.8.1. the Chairperson;
 - 20.8.2. the Club Captain;

- 20.8.3. the Treasurer; and
- 20.8.4. any other Officers of the Committee, which may be deemed necessary by the Chairperson.
- 20.8.5. At an A.G.M., the ensuing agenda shall encompass the transaction of the following business matters, pursuant to the Club's governing regulations and established procedures:
 - 20.8.5.1. Ratification and authentication of the minutes of the preceding A.G.M., as well as any other Special General Meeting(s) held since the last A.G.M.;
 - 20.8.5.2. Examination and evaluation by the Committee of pertinent reports addressing the Club's administrative and financial affairs, with due regard for the interests of the membership;
 - 20.8.5.3. Engaging in deliberations or discussions instigated by the Committee on matters germane to the Club's management, fiscal standing, or any other subjects delineated within the A.G.M. agenda;
 - 20.8.5.4. Conducting the election of Committee members and other Officers of the Club, in accordance with the prescribed nomination and election procedures as stipulated by the Club's constitution, bylaws, or other governing documents.

21. SPECIAL GENERAL MEETINGS

- 21.1. Upon receipt of a written request from at least twenty-five percent (25%) of the Club members eligible to vote, specifying the business to be discussed, the Committee is required to convene a Special General Meeting of the members.
- 21.2. 7 days notice shall be given and two thirds of the Club members present and eligible to vote, shall form a quorum.
- 21.3. Should a quorum not be present within a period of 30 (thirty) minutes from the time appointed for such meeting then in the case of a Special General Meeting convened at the request of Members, the meeting shall be dissolved.

22. RULES AND PROCEEDINGS AT GENERAL MEETINGS

The following provisions shall govern the conduct of all General Meetings, whether Annual General Meetings or Special General Meetings:

- 22.1. The Chairperson of the Committee shall preside over all General Meetings, and in the event of his or her absence, the Vice Chairperson shall preside over such a meeting. Should both the Chairperson and Vice Chairperson be absent, an Officer of the Committee determined by the Committee members present shall preside over such meeting.

- 22.2. Save as otherwise provided in this Constitution, all questions arising at such General Meetings shall be decided by a majority vote of those Members present and who are entitled to vote.
- 22.3. Only Members entitled to vote may be counted for the quorum at such a meeting.
- 22.4. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given in the manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 22.5. The decisions of the meeting shall be recorded in a Register of Minutes after confirmation at the next meeting and signed by the Chairperson.
- 22.6. Any Member in arrears with any payment due to the Club shall be ipso facto disqualified from voting at General Meetings and shall not be eligible to hold office in the Club whilst such payment is in arrears.

23. QUORUM FOR ANNUAL GENERAL MEETINGS

- 23.1. A quorum for the commencement of the meeting and the conduct of business at the meeting shall be the attendance of one third of the members eligible to vote.
- 23.2. Should a quorum not be present within a period of 30 (thirty) minutes from the time appointed for such meeting then in the case of an Annual General Meeting, the meeting shall stand adjourned to the same day and hour in the following week, or if that day is a public holiday, to the next day other than a public holiday, Saturday or Sunday. The Members present at such adjourned meetings shall be deemed to constitute quorum.

24. VOTING

- 24.1. Micro Nippers, Nippers, Honorary, Social and Probationary Members are not permitted to vote.
- 24.2. All other members include Junior, Senior and Master Lifeguard Members, Surf Proficiency Members, JQC and QC members, Life Members as well as Committee members shall be entitled to one vote each, provided they are registered for the current season, have no outstanding unpaid subscription fees and are in good standing.
- 24.3. The Chairman of the meeting shall have a casting vote in the event of a tied vote as well as a deliberate vote.

- 24.4. Unless otherwise specified herein, all decisions, which require a vote, shall be determined on a majority of votes exercised.
- 24.5. Unless otherwise specified herein, only those present at meetings shall be entitled to vote. Voting by proxy is not permitted.
- 24.6. All Voting must be by a show of hands unless the Chairperson deems it necessary to vote by secret ballot.

25. COMMITTEE

- 25.1. The Committee shall consist of at least eight (8) Members making up the following executive offices of the Club:
 - 25.1.1. President
 - 25.1.2. Chairperson
 - 25.1.3. Vice-Chairperson
 - 25.1.4. Club Administrator
 - 25.1.5. Treasurer
 - 25.1.6. Club Captain
 - 25.1.7. Nipper Officer
 - 25.1.8. Clubhouse Manager
- 25.2. Each Executive Officer shall have the right to exercise one vote in all decisions made by the Committee. In the case of a tied vote, the Chairperson shall have a casting vote in addition to a deliberative vote.
- 25.3. In the event of a vacancy occurring on the Committee for any reason, such vacancy may be filled by the Committee in its sole discretion, by co-opting a Member who shall serve in such position with all rights and privileges associated with that executive office, until the next Annual General Meeting.
- 25.4. The Committee may co-opt additional Members onto the Committee as they deem necessary. Co-opted Members shall not have the right to exercise a vote as part of the decision making process during Committee meetings.
- 25.5. The Executive Committee shall hold office for 1 year.
- 25.6. All Officers of the Committee shall be elected at the Annual General Meeting by majority vote of those Members with voting rights who are present at the Annual General Meeting, as and when a vacancy arises in accordance with the provisions of this Constitution.
- 25.7. No Member of the Club shall be eligible for election to the Committee unless –
 - 25.7.1. such Member has been nominated and seconded in writing as a candidate by two voting Members of the Club;
 - 25.7.2. such Member has signified in writing his willingness to accept office if elected; and
 - 25.7.3. such Member is in good standing and has no overdue debt with the Club.
- 25.8. Timely notice of Committee Meetings must be given by the Club Administrator.
- 25.9. The Executive Officers of the Committee may meet in such manner

- and at such times and places as they determine for the purpose of despatch of the Club's business and affairs and may otherwise adjourn and regulate its meetings as they deems fit.
- 25.10. In the event that an Executive Officer of the Committee is absent for three consecutive meetings or fails to fulfil the responsibilities of their position without providing a justifiable excuse, the Committee may declare the position vacated. Subsequently, the Committee holds the authority to elect a suitable replacement from among the existing members, ensuring the continuity of effective governance and seamless operation of the Club.
 - 25.11. A quorum of the Committee shall consist of five (5) Executive Officers.
 - 25.12. Should a quorum not be formed as aforesaid, the meeting shall stand adjourned until a time to be decided upon by the Chairperson. All matters at any meeting shall be determined by a majority of those present and voting.
 - 25.13. In addition, the Club may elect a Honorary Medical Officer, Honorary Legal Officer and Honorary Auditor. These positions are honorary and are non-voting positions on the Committee but can vote at an Annual General Meeting or Special General Meeting.

26. POWERS AND DUTIES OF THE COMMITTEE

- 26.1. The highest authority in the Club shall be the Committee.
- 26.2. The Committee shall conduct the affairs and business of the Club directly or through its individual Executive Officers, unless otherwise expressly provided for in this Constitution or so determined by the Committee. It shall make decisions by voting and, unless otherwise specified herein, decisions shall be taken by majority vote.
- 26.3. All Members shall be subject to the control of, and abide with, the decisions of the Committee with regard to Club matters. Notwithstanding the foregoing, any Committee ruling may be rescinded and/or amended by a majority vote at a Special General Meeting of the Club or by the Committee itself.
- 26.4. The Committee may and/or shall, in addition to any other powers which it may be required to exercise in conducting the affairs of the Club in the pursuance of its objects:
 - 26.4.1. appoint and employ persons as paid employees of the Club on such terms and conditions as it may see fit;
 - 26.4.2. is authorised to designate sub-committees to act on its behalf or to make recommendations, provided that any decisions made by such sub-committees shall be subject to oversight and ratification by the Executive Committee.
 - 26.4.3. fill any vacancy, which may occur during the year amongst the Officers of the Club. Any person so appointed will serve until the next Annual General Meeting, where the position will be filled in accordance with clause 19;
 - 26.4.4. decide and adjudicate upon any dispute arising from the interpretation of this Constitution or any other matter within the

- affairs of the Club;
- 26.4.5. sanction the holding of, or the Club's participation in, competitions under the auspices of LSA;
 - 26.4.6. enforce compliance by Members with its lawful decisions and the provisions of this Constitution;
 - 26.4.7. contract, on behalf of the Club wherever and whenever necessary;
 - 26.4.8. institute, conduct, defend, settle, compound or abandon any legal proceedings (including arbitral proceedings) by or against the Club or its Members or Officers, or otherwise concerning the affairs of the Club, and also to compound and allow time for payment or satisfaction of any debts due, and generally to deal with any claims or demands by or against the Club;
 - 26.4.9. regulate and control the management of the Club and take such action as is necessary to exercise its rights, discharge its obligations and ensure the Club complies with the requirements of any law;
 - 26.4.10. acquire any movable or immovable property on behalf of the Club;
 - 26.4.11. provide security for any indebtedness of the Club;
 - 26.4.12. sell, lease or otherwise dispose of any movable or immovable property of the Club as it may deem beneficial or necessary for the continuance of the Club and the pursuit of the Club's objects, but it shall not have the power to dispose of any such property to the extent that such property constitutes more than one quarter of the value of the total assets of the Club unless the sale is authorised by a majority of voting Members present and voting at a General Meeting called for the purpose of considering such resolution;
 - 26.4.13. borrow or raise money for the purpose of the attainment of any of the Club's objects, and to apply any of the Club's funds or income in the repayment thereof;
 - 26.4.14. be entitled to make Rules or by-laws from time to time relating to the Club and its affairs and to enforce the same as if forming part of this Constitution. Such Rules or by-laws shall, where applicable, be in respect of matters relating to the Club and its affairs not provided for in this Constitution; and
 - 26.4.15. do all such other things as may be necessary for the proper carrying out of the objects of the Club.

27. OTHER OFFICERS OF THE CLUB

The Committee has the authority to appoint Members, who will not form part of the Committee, to these or other roles where they deem necessary. The Officers of the Club may consist of but be not limited to, the following roles below:

- 27.1. IT Manager

- 27.2. Head Instructor
- 27.3. Marketing Manager (promotions, fundraising)
- 27.4. Duty Squad Co-ordinator
- 27.5. Kit Manager
- 27.6. Power Boat Officer
- 27.7. Records Officer
- 27.8. Honorary Auditor
- 27.9. Honorary Medical Advisor
- 27.10. Honorary Legal Advisor
- 27.11. Designated Safeguarding Officer
- 27.12. Heritage Officer

28. CLUB RULES

- 28.1. The Committee shall issue Club Rules from time to time for the purpose of implementing this Constitution and the proper functioning of the Club.
- 28.2. Any Rule may be made, modified or cancelled by Committee as the case may be, on written notice to Members, which notice shall set out the reasons for such change.
- 28.3. Any Rule made, modified or cancelled by the Committee, in accordance with clause 27.2 above, shall be immediately applicable.
- 28.4. Copies of the Rules and all amendments thereto shall be made available to all Members by the Committee on request by a Member. It shall be the responsibility of each Member to ensure that he or she is familiar with this Constitution and all Rules in force from time to time.
- 28.5. This Constitution and all Rules shall be binding on all Members of the Club, whether or not such Member has voting rights.

29. FINANCIAL AFFAIRS

- 29.1. The financial year of the Club shall end on the 31st of March each year.
- 29.2. The Committee shall open and conduct banking, savings, investment and other required accounts in the name of the Club. The Treasurer shall serve as the principal signatory, two additional signatories shall be appointed by the Committee at the first scheduled Committee meeting of the year.
- 29.3. The Treasurer shall prepare and provide to the Committee audited financial statements before every Annual General Meeting in respect of the previous financial year.
- 29.4. Monies of the Club will be deposited on current account with a registered commercial bank in South Africa and shall only be withdrawn on the signatures of the Treasurer and one other executive officer.
- 29.5. Surplus funds in excess of the reasonable needs, on current account

- may be invested at the discretion of the Committee (which shall exercise due care in this regard) and in accordance with clause 25.4.
- 29.6. Any member other than the Treasurer handling monies of the Club shall do so in collaboration with the Treasurer.
 - 29.7. The Treasurer shall report on the state of the Club's finances and the manner in which monies have been used at each meeting of the Committee and this information must be clearly documented in a minute.
 - 29.8. All monies received shall be banked in the name of the Club.
 - 29.9. The Committee reserves the right to charge interest on outstanding accounts.
 - 29.10. No individual who proffers financial contributions e.g. donations to the Club shall simultaneously occupy the office of Treasurer or any equivalent position possessing the authority or responsibility for the collection, management, disbursement, or oversight of the Club's fiscal resources.
 - 29.11. A copy of the Annual Report and Balance Sheet shall be forwarded to LWP within 21 days of the A.G.M of the Club.

30. INDEMNITY OF OFFICERS

- 30.1. A Committee member acting in his or her capacity as such shall not be liable for the acts, receipts, omissions or defaults of the auditors of the Club or of any of the other Committee members, or for any loss or expense sustained or incurred by the Committee or the Club through the insufficiency or deficiency of title to any property acquired by the Committee for or on behalf of the Club, or for the insufficiency or deficiency for any loss or damage occasioned by any error of judgement or oversight on the part of the Committee member concerned, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of any of the duties of the Committee member concerned or in relation thereto, unless the same should happen through a lack of bona fides, breach of duty or breach of trust or gross negligence of the Committee member concerned.
- 30.2. Members of the Committee shall not receive any remuneration from the Club for service rendered while holding such positions.

31. CONDUCT OF MEMBERS

- 31.1. The Committee may on good cause shown subject to a Disciplinary Procedure –
 - 31.1.1. suspend a Member for any period of time; and/or
 - 31.1.2. expel a Member.
- 31.2. A suspended Lifesaving Member shall not be permitted to perform beach duties and shall not be entitled to the use of the Clubhouse or Club Facilities. All other privileges of membership shall be withdrawn

- during the period of suspension.
- 31.3. Any Officer of the Club who is suspended may be replaced during the period of suspension by a co-opted Member, if so determined by the Committee.
 - 31.4. All members under the age of 18 years including Nippers are not permitted to consume liquor at any time while wearing Club colours or at any competition or function organised under the auspices of LSA.
 - 31.5. They are also prohibited from drinking liquor while in the Clubhouse or on any part of any premises belonging to Club or while they are present at any competition or function organised by the Club or any other club affiliated to LSA. Offenders in this respect are liable to suspension or expulsion.
 - 31.6. Members on duty may not consume alcoholic liquor whilst on duty. Liquor shall not be consumed in the Clubhouse or on any part of any premises belonging to Club at any time during duty hours by Members on duty.
 - 31.7. The Committee may convene a Conduct/Disciplinary Committee made up of an appointed person or persons whose task it shall be to hear and investigate formal complaints and to make recommendations to the Committee.

32. DISCIPLINE

- 32.1. The Committee shall publish a disciplinary policy and procedures document which shall set out the disciplinary processes to be followed should any Member, in the opinion of the Committee, commit any breach of this Constitution, any Rules of the Club, fail to pay Subscription Fees or any other charge due and payable to the Club, or be guilty of improper, dishonest, unsportsmanlike, offensive, unseemly, or objectionable conduct, or conduct likely to reflect discredit on the Club, or its Members as a group, or of conduct that is prejudicial to the interests or the reputation of the Club, whether within the Club's premises or outside them.
- 32.2. The Committee shall be entitled to revise, modify, amend, or replace the disciplinary policy and procedures documentation from time to time in accordance with clause 27.

33. EXCLUSION OF LIABILITY AND INDEMNITY

- 33.1. Each Member acknowledges that his or her participation in the activities of the Club may pose a risk of danger to their health and/or safety, which risks are freely and voluntarily accepted by such Member upon his or her acceptance as a Member of the Club. Parents and legal guardians of Micro Nippers, Nippers and other Members who are minors shall be solely responsible for the participation of their children in Club activities.

- 33.2. Each Member undertakes to indemnify the Club, and waive all claims it may have against the Club (including the Committee and/or any other Members acting on behalf of the Club) in relation to any physical injury, death, harm, loss or damage of property which he or she may incur or sustain as a result of or in connection with his or her participation in the activities of the Club or the participation of his or her children in the activities of the Club, save where such harm, loss or damage is attributable to the wrongful act or gross negligence of the Club or its Officers or Members acting on its behalf.
- 33.3. Neither the Club nor the members of the Committee nor its agents or assigns shall be responsible or may be held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Clubhouse, the Club Facilities, or any other place at which activities of the Club are conducted, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, the members of the Committee, or anyone else for whose action they or any of them would be liable in law, or by reason of *vis major, casus fortuitus*, extreme weather, theft or burglary with or without forcible entry, or by reason of any defective Club Facilities or caused by any surf, lifesaving or other sporting activity carried out in the name of the Club or utilising the Club Facilities, or by any other cause of whatsoever nature and howsoever arising.
- 33.4. Each Member of the Club shall, at all times, hold the Club and all Members of the Club, and all members of the Committee, indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such Member, their family members, guests or invitees, as a result of personal injury, death or patrimonial loss arising directly or indirectly from the participation of any person in any activity, sport, competition, or related activity connected to the Club or the use of the Club Facilities or any other activity of the Club, whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Club, any Member of the Club, any Member of the Committee, and/or any of their officials, employees and/or agents.

34. AMENDMENTS TO THE CONSTITUTION, RULES AND BYLAWS

- 34.1. This Constitution may be amended, added to, altered, varied or replaced with the approval of at least a two-thirds majority vote of all Members eligible to vote and present at an Annual General Meeting or a Special General Meeting of the Club called for such purpose and for which at least 15 days' notice has been given to all Members.
- 34.2. All proposed amendments or variations to this Constitution must appear in full detail on the agenda circulated to the Members alongside the notice of the meeting referred to in clause 34.1.

- 34.3. No alteration to this Constitution may be effected which is in direct conflict with the LSA Constitution.

35. DISSOLUTION OF THE CLUB

- 35.1. The Club may be voluntarily wound up by resolution of voting Members present in person at a Special General Meeting called for the purpose of considering the winding up of the Club.
- 35.2. If upon the liquidation, dissolution and winding up of the Club, and after settlement of all its debts and liabilities, there shall remain any assets of whatsoever nature, the same shall be transferred or donated to Lifesaving Cape Town to the extent that it remains a non-profit organisation having similar objectives to the Club, and failing which, such remaining assets shall devolve upon any other organisation operating not for gain and having objects similar to the Club. No assets of whatever kind shall be distributed amongst Members of the Club.

36. GENERAL

- 36.1. This Constitution and any rule shall be interpreted in terms of the South African law, which shall also be the law of this Constitution and any rule.
- 36.2. Should there be any direct material conflict between the provisions of this Constitution and the LSA Constitution, the LSA Constitution will prevail. In such an event, the Committee shall propose an amendment to this Constitution to remove such conflict as soon as reasonably practicable after the Committee becomes aware of such conflict.
- 36.3. All General Meetings and Committee Meetings may be conducted wholly or partially by way of electronic communication methods, provided that such methods enable all participants to participate fully and in real time in the proceedings. All Members attending a General Meeting by electronic communication shall be deemed to be present at the General Meeting for purposes of quorum and voting. Similarly, all Committee members attending a Committee meeting by electronic communication shall be deemed to be present at such meeting for purposes of quorum and voting.

(signed by):

CHAIRMAN:

Name

DATE:

CLUB ADMINISTRATOR:

Name

DATE: