

# CONSTITUTION OF THE KWAZULU-NATAL BRIDGE UNION

## 1. DEFINITIONS

For the purposes of this Constitution:

"AGM" means an annual general meeting;

"the committee" means the governing body of the KZNBU appointed in accordance with the provisions of paragraph 9;

"Committee Meeting" means a meeting of the committee;

"Committee Members" means the Executive Committee and other persons who are appointed as members of the committee;

"Bridge" means a trick-taking card game using a standard deck of 52 playing cards, played by four players in two competing partnerships, and any variants of the game;

"business day" means any day other than a Saturday, Sunday or South African Public Holiday;

"Club" means a bridge club which is registered as a member of the Union;

"Code of Conduct" means rules and policies determined by the S. A. Bridge Federation from time to time, with which the KZNBU and Players must comply and which may include steps which the SABF may take to enforce the Code of Conduct;

"Commissioner" means the Commissioner of the South African Revenue Service;

"day" means a calendar day;

"Executive Committee" means the Chairman, Vice Chairman, Treasurer and Secretary;

"the Income Tax Act" means the Income Tax Act, No 58 of 1962, as amended or replaced from time to time;

"Meeting Request" means a written notice from a Committee Member requesting the Chairman to call a Committee Meeting;

"Player" means a registered and paid up member of a Club;

"President" means the person appointed as President for the time being, of the SABF;

Chairman means the person appointed as Chairman for the time being, of the KZNBU

"SASCOC" means the South African Sports Confederation and Olympic Committee;

"Secretary" means the person appointed as Secretary for the time being, of the KZNBU;

"Treasurer" means the person appointed as Treasurer for the time being, of the KZNBU;

"Vice Chairman" means the person appointed as Vice Chairman for the time being, of the KZNBU;

"year" means a year calculated from a particular day in one year to the day before the day numerically corresponding to it in the following year;

headings of paragraphs are inserted for the purpose of convenience only and must be ignored in the interpretation of this Constitution;

unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa; and

whenever any number of days is prescribed, it excludes the first and includes the last day unless the last day falls on a Saturday, Sunday or South African public holiday in which case the last day will be the next succeeding business day.

## **2. NAME**

The union is called the KwaZulu-Natal Bridge Union, or "KZNBU".

## **3. PLACE OF BUSINESS**

The main place from which the KZNBU conducts its business shall be determined by the committee from time to time.

## **4. THE KZNBU'S DUTIES**

The KZNBU is a member of the SABF.

In terms of the National Sport and Recreation Act 110 of 1998, as a member of SASCOC, the SABF is recognised by the Minister of Sport and Recreation as the custodian of the game of Bridge in South Africa and has a duty to regulate the game of Bridge within South Africa. In turn the KZNBU has a duty to regulate the game of Bridge within Kwazulu-Natal (KZN)

## **5. THE KZNBU'S OBJECTIVES**

The KZNBU's objectives are:

to carry on one or more public benefit activities as defined in section 30(1) of the Income Tax Act in a non-profit manner and with an altruistic or philanthropic intent;

to promote, control, encourage and generally assist and protect the interests of the game of Bridge and the players of the game within KZN;

to manage the finances of the KZNBU, to subscribe, grant subsidies out of, administer and invest the funds of the KZNBU effectively in the promotion of its interests and the attainment of its objectives;

to purchase, lease or otherwise acquire any movable or immovable property or any interest in the same respectively and if necessary to dispose thereof;

to decide all disputes in connection with the game of Bridge, which are not able to be resolved at Club level; failing which to escalate the disputes to the SABF

to arrange and regulate provincial Bridge events; and

generally to advance the interests of the game of Bridge within KZN and to do all things as may be directly or indirectly conducive to these objectives.

## **6. MEMBERSHIP**

For the purposes of the game of Bridge, the Kwazulu-Natal Bridge Union is responsible for regulating the game of Bridge at Clubs in KZN.

The Clubs are registered members of KZN. The Players are registered and paid up members of the Clubs, the Union and the SABF

On application to the KZNBU, the Board may permit a person who is a member of an unregistered club, but is a Registered Player with the KZNBU to play in any Bridge tournament organised by the KZNBU on terms and conditions determined by the Committee

## **7. MEMBERSHIP FEES**

The Players are required to pay an annual membership fee to the KZNBU and the SABF.

The Clubs must collect such annual membership fees from its Players and pay the annual membership fees to the KZNBU, who in turn pays the SABF fees.

The annual membership fees are determined from time to time by the KZNBU and the SABF

## **8. MANAGEMENT OF THE KZNBU**

The KZNBU shall be managed and controlled by a Committee, consisting of:

the Chairman who subject to the other provisions of this Constitution, shall hold office in such capacity for a period of 2 years;

the Vice Chairman, who subject to the other provisions of this Constitution, shall hold office in such capacity for a period of 2 years;

the Treasurer, who subject to the other provisions of this Constitution, shall hold office in such capacity for a period of 2 years;

the Secretary, who subject to the other provisions of this Constitution, shall hold office in such capacity for a period of 2 years;

at least 3 other persons, who subject to the other provisions of this Constitution, shall each hold office for a period of 2 years.

all clubs are entitled to send a representative to a general committee meeting

## **9. ANNUAL GENERAL MEETING (AGM)**

An AGM shall be called for by the chairman as soon after the end of the financial year, but within three months of this date. A notice calling for the meeting shall be sent to all members of the KZNBU 21 days before the date of the meeting

At this meeting the following items shall be discussed (amongst others)

- 1) Members present and those who have offered apologies shall be recorded
- 2) The Chairman shall report on the previous year.
- 3) The Treasurer shall report on the state of the finances at the end of the financial year. These shall be audited

- 4) The auditor for the Union shall be re-appointed or if not available a new auditor shall be appointed
- 5) The committee for the next year shall be elected at the meeting.
- 6) Nominations shall be provided 14 days before the AGM (see Paragraph 8), but should proposals be made from the floor during the meeting, and deemed suitable, these shall also be accepted. Should more than one person be nominated for a post, a vote will be taken from those members present. Should no-one be nominated for a post, the committee shall either appoint someone from the committee or co-opt a suitable person from the players.
- 7) A report back from the KZNBU's representative on the SABF
- 8) Any recent correspondence
- 9) Any other general items, which can be raised at the meeting

## **10.REMOVAL OF COMMITTEE MEMBERS**

A Committee Member's appointment will terminate:

on expiry of his or her period of appointment, unless that Committee Member is re- appointed to the committee in accordance with paragraph 9;

on written resignation submitted to the President by the Board Member.

## **11.POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

The Executive Committee is responsible for the day to day management and control of the KZNBU and may, subject to the provisions of clause 13, exercise all of the powers of the Board set out in clause 12.

the Chairman shall:

chair all meetings of the committee

have signing power on all bank accounts and financial instruments of the KZNBU;

be the representative of the KZNBU at all meetings and in all communications to third parties;

the Vice-Chairman shall:

chair the meetings of the KZNBU in the absence of the chairman;

represent the KZNBU at all meetings which the Chairman is unable to attend and perform the Chairman's duties at such meetings; and

have joint signing power on all bank accounts and financial instruments of the KZNBU;

in the event of the Chairman or Vice Chairman not being able to attend the meeting the Chairman shall nominate a member of the committee to chair the meeting;

the Secretary shall:

take minutes of all meetings and distribute such minutes to the Committee Members;  
at the direction of the Chairman, type and send correspondence on behalf of the KZNBU, including notices of meetings;  
receive all correspondence addressed to the KZNBU;  
keep a record of all of the KZNBU's correspondence and all corresponding actions taken by the Committee Members or others on the KZNBU's behalf; and  
perform all such other administrative functions which the Chairman may require;

the Treasurer shall:

prepare and keep proper and accurate books of account of the KZNBU which may be called for at any time by the Committee;  
prepare the KZNBU's annual budget for consideration by the Committee;  
authorise all payments by the KZNBU subject to the conditions of the Constitution;  
receive and account for all annual subscription fees from the clubs; and  
have joint signing power on all bank accounts and financial instruments of the KZNBU.

## **12. POWERS OF THE COMMITTEE**

Subject to paragraph 13, in addition to any other powers conferred on it elsewhere in this Constitution, the Committee shall have the power to:

decide upon all matters of policy concerning the management of KZNBU;

manage the finances of KZNBU, which shall include:

investing funds;

borrowing or raising loans;

determining the annual membership fees payable by the members;

pledging any property or assets of KZNBU as security for the repayment of any amounts; and

delegating any of its powers to any committee established by the Committee to perform a particular function;

institute or defend any action for, or against, the KZNBU;

take disciplinary action, which was not resolved at a Club level, against any Players and decide all disputes arising out of or in connection with the Players or the game of Bridge in

accordance with paragraph 18; or if deemed to be more serious then, the dispute shall be elevated to the SABF

appoint an events organiser to organise and control various Bridge tournaments of the KZNBU;

ratify the selection of teams to represent KZN in all national Bridge tournaments and representative matches;

appoint sub-committees and delegate any of its powers to such sub-committees;

make and give receipts, releases, or other discharges for money payable to the KZNBU and for claims and demands made on the KZNBU;

open banking accounts in the name of the KZNBU and deposit therein all monies received by the KZNBU;

draw, accept, endorse, make necessary bills of exchange, promissory notes, cheques and other negotiable instruments to be signed by the Chairman and Treasurer;

appoint one or more Committee Members to sign and execute any Power of Attorney, agreements, deeds or documents on behalf of the KZNBU;

co-opt third parties for special purposes;

generally carry out the objects of the KZNBU and for such purpose, perform all necessary acts and negotiations on behalf of the KZNBU and all business and transactions in terms of the Constitution.

### **13. MATERIAL DECISIONS**

The following matters require the written approval of at least 75% of the Committee and any decision without such approval will be of no force and effect and any Committee Member purporting to take such decision or action on behalf of the KZNBU without the requisite approval will be personally liable for any loss, liability or damages suffered by the KZNBU as a result:

amending the objectives of the KZNBU;

amending the KZNBU's Constitution;

the disposal by the KZNBU of all or a substantial part of its assets or the acquisition of any assets exceeding R50 000 in value;

the suspension, cessation or abandonment by the KZNBU of all or a substantial part of its activities;

any pledge, mortgage, hypothecation or encumbrance by the KZNBU of any of its assets;

the incurring by the KZNBU of any liability or contingent liability for any obligation of any third party, including but not limited to suretyships, guarantees and indemnities;

the purchase, sale, lease or any other acquisition or disposition of immovable property or rights therein;

the conclusion by the KZNBU of any transaction with any Union or any entity in which any Union has any direct or indirect interest, or with any person who is a "connected person" as defined in section 1 of the Income Tax Act 58 of 1962 in relation to the KZNBU or any Union;

the conclusion of any transaction where the value exceeds R50 000;

the obtaining of any credit facilities other than in the ordinary course of the KZNBU's activities;

the instituting or defending of any legal proceedings of any nature other than for the uncontested collection of debts;

any change in the financial year end;

any change in auditors;

any change in accounting policies or practices;

annual operating and capital expenditure budgets and any amendments to these budgets;

the appointment of consultants to render legal, accounting or computer related services.

## **14.COMMITTEE MEETINGS**

The Committee may meet as often as necessary, but must meet at least three times a year in addition to the AGM.

Committee Meetings shall be called by the Chairman by giving each Committee Member at least 14 days written notice of the meeting, which notice must contain the date, time and place of the meeting and the agenda for the meeting and be sent to the Committee Members as set out below



Notice of a Committee Meeting shall be sent to each Committee Member at the Committee Member's email address contained in the KZNBU's records. It is the responsibility of the Committee Members to ensure that their email addresses contained in the KZNBU's records are correct. Non-receipt of a notice will not invalidate a Committee Meeting.

It is the responsibility of the Secretary to confirm that Committee Members have received notification.

The Chairman may call a Committee Meeting with less than the prescribed notice but such meeting may only proceed if all the Committee Members are at the meeting and vote to waive the prescribed notice of the meeting.

A Committee Member may request any other Committee Meeting to be called by giving the Chairman a Meeting Request to that effect. The Meeting Request must be signed by at least 2 other Committee Members and must include a proposed agenda for such meeting.

## **15. QUORUM FOR COMMITTEE MEETINGS**

Provided that the Chairman (or in the Chairman's absence, the Vice Chairman) is present at a meeting, the Quorum for a Committee Meeting is 7 Committee Members present and entitled to vote

If permitted by the Chairman, a Committee Member may participate in a Committee Meeting using an electronic communication method determined by the Chairman, as long as all persons participating in the meeting are able to communicate effectively with each other. Committee Members participating in a meeting in this manner are deemed to be present at the meeting.

A Committee Member will be deemed to be absent from a Committee Meeting if he or she fails to attend, or remain in attendance, for the duration of the meeting, unless the Chairman gives the Committee Member permission to leave the meeting.

## **16. COMMITTEE MEMBERS' VOTING RIGHTS**

Each Committee Member has one vote.

Decisions of the Committee are made by majority vote. In the event of a tie, the Chairman (or in the Chairman's absence, the Vice Chairman) has a casting vote.

## **17. REMUNERATION AND DISBURSEMENTS**

The members of the Executive Committee are not entitled to payment for the services which they render to the KZNBU in their respective capacities.

The Chairman however, may from time to time and provided that the Chairman has consulted with the Committee on the matter, determine discretionary payments or the grant of discretionary benefits by the KZNBU to any member of the Executive Committee for services rendered in his or her capacity as such.

The KZNBU shall on receipt of original tax invoices or other proof acceptable to the Executive Committee, reimburse a Committee Member for reasonable and necessary expenses incurred in the course of acting in his or her capacity as a Committee Member of the KZNBU.

## **18. DISCIPLINARY FUNCTIONS**

The committee shall refer all disciplinary actions to the SABF for

any Player who fails to adhere to the Code of Conduct;

any Player who fails to adhere to the rules of the SABF; or

any Player who brings the reputation of the game of Bridge or the KZNBU into disrepute.

## **19. SUB - COMMITTEES**

The Committee may appoint any number of sub-committees to advise the Committee regarding any issues determined by the Committee from time to time.

Each sub-committee may comprise any number of persons who may be non- members of the KZNBU but who have specialist knowledge or experience relating to the issues to be determined by the Committee.

The term of office of the members of the sub-committee shall be determined by the Committee.

The obligations and responsibilities of each committee shall be determined by the Committee.

The Chairman is an *ex-officio* member of each committee appointed by the Committee.

The advice given to the Committee by any committee is not binding on the Committee.

## **20. FINANCIAL YEAR**

The KZNBU's financial year shall be from 1 January to 31 December of each year.

## **21. COMPLIANCE WITH SECTION 30A OF THE INCOME TAX ACT**

To ensure that the KZNBU complies with the provisions of section 30A of the Income Tax Act, the following shall apply:

all of the KZNBU's activities must be carried on in a non-profit manner;

the KZNBU is prohibited from directly or indirectly distributing any surplus funds to any person

the KZNBU must on dissolution transfer its assets and funds to any other association or organisation which is approved by the Commissioner in terms of section 30A(2)(iii) of the Income Tax Act, or to a public benefit organisation contemplated in paragraph (a)(i) of the definition of a "public benefit organisation" in section 30(1) which has been approved in terms of section 30(3) of the Income Tax Act;

the KZNBU may not pay any excessive remuneration to any person, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to the KZNBU;

the KZNBU undertakes to submit to the Commissioner a copy of any amendment to this Constitution from time to time; and

the KZNBU must not knowingly be a party to or knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner.

## **22. AMENDMENT OF CONSTITUTION**

None of the provisions of this Constitution may be amended except by a 75% majority vote of the Members present at the AGM, and provided that at least 21 days notice of the meeting and the proposed alteration has been given to the Members.

Any amendments to this Constitution shall be submitted to the Commissioner.

## **23. DISSOLUTION**

The KZNBU may be wound up by a 75% majority vote of the Committee Members present and eligible to vote and passed by a meeting of the Committee specially called for that purpose.

Should the KZNBU be wound up at any time, its movable and immovable property shall be liquidated and the proceeds thereof distributed in accordance with the provisions of paragraph

## **24. INDEMNITY**

Every Committee Member shall be indemnified out of the KZNBU's funds against any liability incurred by that Committee Member in defending any proceedings (whether civil or criminal) arising out of any actual or alleged negligence, default, breach of duty or breach of trust on their part in relation to matters pertaining to the KZNBU, in which judgement is given in the Committee Member's favour, or in which the Committee Member is acquitted, or in connection with any matter in which relief is granted to that Committee Member by a Court or other authority.

## **25. NOTICES AND ADDRESSES FOR SERVICE**

Unless otherwise specified any notice or communication in terms of this agreement:

must be in writing to be effective;

if addressed to a Committee Member, must be sent by e-mail to the email addresses in the KZNBU's records which the Committee Member has selected as their respective domicilium citandi et executandi;

if addressed to the KZNBU, must be marked for the attention of the Secretary and sent by e-mail to the email address nominated by the Secretary from time to time by written notice to the parties.

A party may change its email address to any other e m a i l a d r e s s . Such change will only take effect upon receipt or deemed receipt of such notice by the other party.

Any notice or communication shall:

if sent by e-mail to the selected e-mail address of the addressee, be deemed to have been received on the first business day following the date on which it has been transmitted from the information system under the control of the sender.

## **26. APPLICABLE LAW**

This Constitution shall be governed by and construed according to the law of South Africa.