

# **PART 1**

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**GAUTENG NORTH**

**FIGURE SKATING**

**ASSOCIATION**

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**CONSTITUTION**

(As ratified at the Annual General Meeting held on 25<sup>TH</sup> May 2000)

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## GAUTENG NORTH

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The name of the Association shall be the "**SOUTH AFRICAN FIGURE SKATING ASSOCIATION – GAUTENG NORTH.**

The Association shall be a *BRANCH* of the "**SOUTH AFRICAN FIGURE SKATING ASSOCIATION**

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## ABBREVIATIONS

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The following abbreviations will be used in this Constitution and the Regulations and Annexures thereto.

South African Figure Skating Association	<b>SAFSA</b>
South African Figure Skating Association – Gauteng North	<b>BRANCH</b>
International Skating Union	<b>ISU</b>
South African Professional Skaters Union	<b>SAPSU</b>
The Council of the South African Figure Skating Association	<b>THE COUNCIL</b>
The Executive Committee of the Council of the South African Figure Skating Association	<b>THE EXECUTIVE</b>
The Committee of the South African Figure Skating Association – Gauteng North	<b>COMMITTEE</b>
A registered member of the <i>BRANCH</i> and where the membership is in good standing	<b>MEMB</b>

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## OBJECTS

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3.1 The objects of the *BRANCH* will be to promote, control, encourage, advance, assist, protect and generally further figure skating on ice and on synthetic polymeric ice surfaces whether performed using ice skating blades or substitutes simulating such in the categories of:

3.1.1 Single Skating

- 3.1.2 Pair Skating
- 3.1.3 Ice Dancing
- 3.1.4 Synchronized Skating

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## **ORGANISATION AND MANAGEMENT**

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The affairs of the *BRANCH* shall be managed by the *COMMITTEE*, appointed annually in terms of Clause 10 within the framework of this Constitution and the Constitution of SAFSA.

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## **HEADQUARTERS**

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The Headquarters of the *BRANCH* shall be in Pretoria in the Gauteng North Province or at any other such place as determined from time to time, in the Gauteng North, Republic of South Africa and is also the legal residence of the *BRANCH*.

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## **REGISTRATION**

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The *BRANCH* shall be registered with the Department of Welfare's Directorate for Non Profit Organisations, in terms of Act No.71 of 1997, as amended.

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## **EXTENT OF OPERATIONS AND JURISDICTION**

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The *BRANCH* will carry on its activities, raise funds and collect contributions, subscriptions and donations within the magisterial region of Pretoria. It is the exclusive Provincial Sport Association recognised by SAFSA, the Gauteng North Department of Sport & Recreation, the Gauteng North Department of Welfare and the Gauteng North Sports Council and administers Figure Skating throughout Pretoria. All members of the *BRANCH* recognise that all provincial matters are under the jurisdiction and control of the *BRANCH* and/or SAFSA.

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## NON-PROFITABLE ORGANISATION

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The *BRANCH* is a body corporate-type organisation that exists in its own right separately from its members and is not established nor shall it be conducted for gain or profit and the funds of the *BRANCH* shall be utilised for and applied to the objectives contemplated in Clause 3. It can sue and be sued in its own name. The existence of the *BRANCH* is not congruent to its members.

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## IDEOLOGICAL INTERFERENCE

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The *BRANCH* does not approve of interference in its sport based on political, racial, religious or any other grounds and will make every effort to avoid any such interference.

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## INCOME AND PROPERTY

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The income and property of the *BRANCH* may not be distributed to its members or office-bearers except as reasonable compensation for services rendered (if applicable). No member or Office-bearers have any claim or rights over any income and/or property owned by the *BRANCH* except in the case of "Trust Funds" in the name of a particular member.

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## COMMITTEE

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### 11.1 Appointment of Committee Members

At each Annual General Meeting of the Association members registered with the *BRANCH*, members present and entitled to vote shall elect at least five (5) but not more than ten (10) persons from amongst the Voting Members of the *BRANCH* over the age of eighteen (18) years to serve on the *COMMITTEE* for the ensuing year.

### 11.2 Executive Office Bearers

The *COMMITTEE* so elected shall elect from amongst its members a:

- Chairman
- Vice Chairman
- Honorary Secretary
- Honorary Treasurer, or an
- Honorary Treasurer /Secretary

and any other Executive office bearers that may be deemed necessary.

Alternatively, if two-thirds of these members present and entitled to vote at the meeting agree that the persons who have already been duly nominated for election to the *COMMITTEE* under Clause 11.15.2 and/or 11.15.4 should be further nominated for certain specified Executive offices on the *COMMITTEE*, such nominations [duly proposed, seconded and accepted by the nominees] shall take place immediately prior to the election of the *COMMITTEE*, which in all events shall have an Executive of at least three (3) office bearers.

### **11.3 Council Representatives**

The Chairman and one other member of the *COMMITTEE*, who are to be named in writing to the Secretary of the *COUNCIL*, shall be, respectively, the 1st and 2nd delegate to the *COUNCIL* of SAFSA. Both shall represent members of the Association registered with the *BRANCH* on the *COUNCIL*. Advice to reach the Secretary of the *COUNCIL* within thirty (30) days of appointment of a new *COMMITTEE*. The 2nd delegate shall take up his/her position in *COUNCIL* at the discretion and expense of the *BRANCH* in which the 2nd delegate is registered.

### **11.4 Quorum**

A quorum of the *COMMITTEE* shall be fixed at its first meeting but shall not be less than three (3) members.

### **11.5 Committee Member - Termination of Office**

A person appointed to a member of the *COMMITTEE* shall, if he/she ceases to be a member of the *BRANCH*, cease to be a member of the *COMMITTEE*, but shall otherwise hold office until he/she resigns or until the next election of the *COMMITTEE*.

### **11.6 Committee's Autonomy**

The *COMMITTEE*:

11.6.1 must abide by the Laws & Regulations of SAFSA which are binding on the *BRANCH* and its members.

11.6.2 may purchase, sell, hire or let or in any other manner whatsoever acquire, dispose of or deal in any property whether movable or immovable, which is or may be required for the due and proper achievement of the objects of the *BRANCH*.

- 11.6.3 may invest and deal with the funds, moneys and other liquid assets of the *BRANCH* in such a manner and upon such security as they may deem expedient.
- 11.6.4 may if any member shall act in a manner contrary to this Constitution or any Regulations in force thereunder or so as to bring discredit on SAFSA or its officials, and after giving the reasons therefore in writing to the member suspend or disqualify such member for such period as the *COMMITTEE* shall decide from participating in any competition, tests or events subject to the Rules of SAFSA or ISU. Any such decision shall be subject to appeal (in writing) within 14 days of date of notification to the *MEMBER*, to the *COMMITTEE* and, in need thereafter, to the *EXECUTIVE*.
- 11.6.5 may grant and contribute towards the provision of trophies, awards and distinctions and to regulate the conditions under which such trophies, awards and distinctions may be competed for, granted or achieved.
- 11.6.6 may enter into contracts and generally to enter into any deed of suretyship whatsoever.
- 11.6.7 may charge for admission to any premises over which they may have temporary control or management.
- 11.6.8 may enter into any advertising or sponsorship contract or accept sponsorship payments on behalf of the *BRANCH*, in consultation with the National Public Relations Officer, to enable financial assistance to be provided to any of its members to defray expenses incurred for training, equipment, travelling expenses, championships, competitions, exhibitions or medal test expenses, subject to all such moneys received or disbursed being channelled through the accounts of the *Branch*.
- 11.6.9 may do all such other lawful things as are, in their opinion necessary, desirable, incidental, supplementary or ancillary to any object or powers herein before mentioned.



11.6.10 shall hold meetings to discuss current matters and control BRANCH activities and record minutes.

#### 11.7 Annual General Meeting

The Annual General Meeting of the *MEMBERS* shall be held in May of every year or in special circumstances may be held at a later date, but not later than 30<sup>th</sup> June, in such year.

#### 11.8 Special or Extraordinary General Meetings

11.8.1 A Special or Extraordinary General Meeting of the members may be convened at any time by the *COMMITTEE*.

11.8.2 If a Special General Meeting is not convened by the *COMMITTEE* within four weeks after a requisition for that purpose, specifying in writing the object of the meeting, has been sent/handed to the Secretary of the *COMMITTEE* by 51% of the Voting members of the *BRANCH*, a Special General Meeting may be convened by the members making such a requisition.

#### 11.9 Notice Convening Meetings

11.9.1 An Annual, Special or Extraordinary General Meeting of members of the *BRANCH* shall be convened by posting notice thereof, specifying the time and place of the Meeting, and the business to be transacted thereat, thirty (30) clear days before the Meeting to every Voting Member, Non-voting Member, Honorary Member, Life Member, Ineligible Member, Member with restricted rights, Affiliated Clubs and the Principle Family Member. Registers shall be closed on the day prior to the issue of such notice and only voting members listed in these registers may exercise their right to vote at any of the above meetings. Any notice or letter, if served by post, shall be deemed to have been served if properly addressed and postage prepaid.

11.9.2 Further acceptable forms of notification shall include an official fax with proof of issue to a current fax address, and the hand delivery of notification with acknowledgement / proof of receipt by the addressee.

11.9.3 Members shall be responsible for ensuring that the *BRANCH* is in receipt of their latest contact particulars at all times.

#### 11.10 Meetings – Business to be transacted

At the Annual General Meeting the following business shall be transacted

- 11.10.1 Read and confirm the minutes of the previous Annual General Meeting.
- 11.10.2 Receive the Report of the Chairman.
- 11.10.3 Receive and consider the Audited Financial Report and accept if correct.
- 11.10.4 Elect from among the Voting members of the *BRANCH* no less than five (5) and not more than ten (10) elective members to the *COMMITTEE* in terms of Clause 11.1 for a term of one year.
- 11.10.5 Appoint an Auditor, who shall not be a member of SAFSA, for the ensuing year.
- 11.10.6 Any other business as stated in the Agenda of which due notice of at least 14 days has been given.

**11.11 Meetings – Members Entitled to Vote or attend**

At an Annual General, Special or Extraordinary Meeting of members registered with the *BRANCH* the following persons shall, subject to these Rules, be entitled to attend and vote:

- 11.11.1 Voting Members whose subscriptions shall not be in arrears at the time of the Meeting.
- 11.11.2 Life Members excluding Ineligible Life Members whose subscriptions shall not be in arrears at the time of the meeting.
- 11.11.3 Honorary Members over the age of 18 years and excluding Ineligible Honorary Members.
- 11.11.4 Principle Family Members whose subscription shall not be in arrears at the time of the meeting and who have attained the age of 18 years excluding Ineligible Principle Family Members and Principle Family Members whose rights are restricted.

The following persons shall be entitled to attend the Meeting as observers without vote:

- 11.11.5 Representatives of Affiliated Clubs duly appointed under Clause 15, whose affiliation fees shall not be in arrears at the date of the meeting.
- 11.11.6 Non-Voting Members.
- 11.11.7 Ineligible Members.
- 11.11.8 Members with Restricted Rights.
- 11.11.9 Limited Members.
- 11.11.10 Family members excluding the Principle Family Members.

**11.12 Quorum**

The Quorum shall be 15% of the Voting Members registered with the *BRANCH* [inclusive of *COMMITTEE* members]. In the event of there not being a quorum, the Meeting shall stand postponed to the same place (provided still available) and time seven (7) days hence. If the postponed meeting is to convene at a different venue than originally selected then all *MEMBERS* as listed in Clause 11.9.1 must receive notice of the new venue at least five (5) days prior to the meeting commencing. Members then attending shall constitute a quorum.

**11.13 Ballots**

At a General Meeting of members, every question or motion relating to the *BRANCH*, in accordance with powers delegated to the *COMMITTEE*, shall be decided by a show of hands, and every person present and entitled to vote shall have one vote, unless prior to such vote being taken, or immediately thereafter a ballot is;

Directed by the Chairman, or

Demanded by not less than 25% of the persons present and entitled to vote.

In the case of an equality of votes, the Chairman shall have a second or casting vote.

**11.14 Appointment of an Auditor**

At the Annual General Meeting of members registered with the *BRANCH* an Auditor who is not a member of SAFSA shall be appointed by the members present and entitled to vote.

### 11.15 Nomination and Election of *COMMITTEE*

- 11.15.1 Nominations for the elective members of the *COMMITTEE* must be received by the Secretary of the *COMMITTEE* at least fourteen (14) days before the date of the Annual General Meeting. The notice convening the meeting shall draw attention to this Rule. The subscription of the nominated person (who must have been a SAFSA member for a minimum of six (6) months preceding the nomination), proposer and seconder may not be in arrears at the time of submitting the nominations for a provincial committee.
- 11.15.2 At the expiration of the term of office of members of the *COMMITTEE*, such members, who have in writing expressed their willingness to serve a further term on the *COMMITTEE* (if elected) to the Secretary of the *COMMITTEE*, shall automatically be deemed to have been duly nominated for the *COMMITTEE*.
- 11.15.3 *COMMITTEE* members shall be elected by ballot, and if there are more than the required number of nominees willing to serve, if elected, the names of all nominees shall be submitted to secret ballot, and it shall be indicated which candidates are existing members of the *COMMITTEE* and the number of attendance's of each candidate at all meetings of the *COMMITTEE*.
- 11.15.4 Nominations for election to the *COMMITTEE*, duly proposed and seconded by voting members, shall be made on a prescribed form (Appendix No. 1) which shall contain provision for a signed statement by the nominee to the effect that if elected, he/she is prepared to serve on the *COMMITTEE*.
- 11.15.5 The result of the election shall be announced at the Annual General Meeting. A vacancy arising out of the death or resignation of any elected member may be filled by the *COMMITTEE* and the person appointed to fill such vacancy shall go out of office at the same time as the person in whose place he/she was appointed would have gone out of office. Should the number of *Committee* members elected at the annual general meeting be less than the maximum number permissible, the *Committee* has the right to CO-OPT members on to the *Committee* during the course of the ensuing year,

provided the nominee(s) have the approval of the majority of the full *Committee*.

#### 11.16 Proxies

No proxies are allowed at *BRANCH* level.

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## LAWS AND REGULATIONS

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The Laws and Regulations of SAFSA shall be binding on all *BRANCHES* and *COMMITTEES* thereof, affiliated clubs and members thereof.

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## MEMBERSHIP

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#### 13.1 Categories

Membership of the *BRANCH* shall consist of:

- 13.1.1 Voting Members;  
Members who have attained the age of 18 years and are eligible persons.
- 13.1.2 Non-voting members;  
Members who have not attained the age of 18 years and are eligible persons.
- 13.1.3 Life members;  
Members of 18 years and over who have paid a membership fee equal to ten (10) times the annual subscription fee in force in the year in which payment is made or who have been paid-up members for a minimum of ten (10) consecutive years.
- 13.1.4 Honorary members;  
Persons who, for some special services rendered to Figure Skating have been nominated by the *BRANCH* for such membership and such honorary membership has been awarded by the *COUNCIL*.
- 13.1.5 Ineligible members;  
Members who are not eligible persons.
- 13.1.6 Limited Members;  
Members of affiliated clubs with restricted rights as specified in Clause 13.3.1 of this constitution.

- 13.1.7 Affiliated Clubs;  
Organisations, Associations or Institutions that have been allowed to affiliate to the *BRANCH*.
- 13.1.8 Eligible persons with restricted rights;  
Members whose rights are restricted as specified in Clause 13.3.2.

**13.2 Eligibility for *COUNCIL*, *EXECUTIVE* and *BRANCH COMMITTEE***

Only that class of members referred to in Clause 11.11.1, 11.11.2 and 11.11.3 can be appointed as a *COUNCIL*, *EXECUTIVE* or *BRANCH COMMITTEE* member with the exception of the Chairperson of the SAPSU who has membership and voting rights at *COUNCIL* meetings.

**13.3 Restricted Rights**

- 13.3.1 Every member of an Affiliated Club who is not a member of the *BRANCH* in his or her own right shall be deemed to be a limited member of the *BRANCH* and may not hold any office under this Constitution, vote at any meeting of the *COMMITTEE* or take any part whether as a candidate, competitor or official, in any test, competition or championship.
- 13.3.2 No member of the *BRANCH* who receives remuneration from partial or full ownership, direct or indirect, of any ice show, or is a paid employee of an ice rink where the duties applicable to the position held could be used to place any member of the *BRANCH* at a material disadvantage in the pursuance of the sport vis-a-vis any other member of the *BRANCH* shall:
  - 13.3.2.1 be elected as a Judge or Referee at any Figure Skating Competition, Championship or Medal Test held under the control or management of the ISU, SAFSA or a *BRANCH*.
  - 13.3.2.2 be a delegate on behalf of SAFSA or the *BRANCH* at any Congress, *COUNCIL* or Committee of the ISU;

13.3.2.3 serve on or be present at a meeting of the *COUNCIL*, with the exception of the SAPSU Chairperson who is entitled to vote, or any committee or sub-committee, with the exception of the chairman of the SAPSU and two (2) other delegates of this union who are members of the National Technical Committee, thereof, a *BRANCH COMMITTEE* or any sub-committee thereof or the committee or governing body or any sub-committee of an Affiliated Club, save by invitation and then without voting rights;

13.3.2.4 take part as a competitor at any Figure Skating Competition or Championship or Exhibition held under the control or management of the ISU, SAFSA or a *BRANCH*; provided that the preceding provisions of this sub-clause shall not preclude the taking part as a competitor in such Competition, Championship or Exhibition by any person who has obtained through the *BRANCH* the prior permission of the *EXECUTIVE*.

#### **13.4 Applications for Membership**

13.4.1 Any person or club wishing to become a member of SAFSA shall apply for membership (Appendix No. 2) to a *BRANCH* of their choice and if such application is accepted, shall be registered as a member of SAFSA. All membership applications shall be accompanied by a certified copy of the applicant's birth certificate or identity document.

13.4.2 An application for membership in any of the categories listed in Clause 13.1 shall be accompanied by an annual subscription determined by the *COUNCIL* from time to time, which fees shall be refunded if such application is not accepted.

#### **13.5 Resignation of Members**

A member may, by written notice to the secretary of the *BRANCH* with whom he/she is registered, resign from the *BRANCH* and/or SAFSA.

### **13.6 Forfeiture of Membership**

Any person or club who by reason of failure to pay the annual subscription on or before the date specified in Clause 13.7.2 ceases to be a member of the *BRANCH* and SAFSA, and shall, if they again wish to become a member, submit a new application in terms of Clause 13.4.2.

### **13.7 Renewal/Transfer of Annual Membership**

13.7.1 Renewal subscriptions shall be due on the first day of April in every year.

13.7.2 If any such subscription is not paid on or before the 1<sup>ST</sup> day of April in any year, the secretary of the *BRANCH* concerned shall notify the member in writing that his/her subscription is unpaid, and if such payment is not paid on or before the 30th day of April in any year, he/she shall cease to be entitled to the rights and privileges of membership to the *BRANCH* and SAFSA.

13.7.3 Only members of good standing shall be permitted to vote or partake in any SAFSA business and/or event.

13.7.4 No member whose subscription has not been paid shall be entitled to take part in any Championship, Competition or Medal Test.

13.7.5 Members wishing to transfer to another Province may only do so in the following circumstances;

13.7.5.1 At any time during a SAFSA financial year by reason of change of permanent residence involving a distance of more than 100 kilometres.

13.7.5.2 In April annually (unless the provisions of Clause 13.7.5.1 apply) when the member shall do so by paying his



membership fee to the *BRANCH* to which the member wishes to transfer.

- 13.7.5.3 When the provision of clauses 13.7.5.1 applies the *BRANCH* with whom the member is registered shall complete and forward to the *BRANCH* to whom the member wishes to transfer, a prescribed transfer form duly completed (Appendix No. 3).

### 13.8 Termination of Membership

- 13.8.1 The *BRANCH* may after compliance with the succeeding provisions of this clause and if it is of the opinion that continued membership of the *BRANCH* by a member who is registered with such *BRANCH* is not desirable, expel such member from the *BRANCH*, subject to the following considerations.
- 13.8.2 On receipt of any allegation or complaint against a member, which shall be submitted to the *COMMITTEE* in the form of an affidavit or sworn declaration, the *COMMITTEE* shall within fourteen (14) days of receipt thereof consider the allegation or complaint and determine whether or not such member shall be permitted to retain his/her membership. If it is of the opinion that membership should be terminated, the member must be advised at least fourteen (14) days prior to the next meeting, by registered post, of the reason for its opinion and, after giving such member the opportunity of being heard at such a meeting, shall if it is still of the same opinion, request to the member to resign within fourteen (14) days, failing to do so such member shall be expelled.
- 13.8.3 The failure of the member concerned to attend such a meeting or furnish any explanation, shall not preclude the *COMMITTEE* from thereafter making any determination.
- 13.8.4 The *COMMITTEE* shall, in writing, advise the member concerned of the decision made.
- 13.8.5 If the allegation was made by a *COMMITTEE* other than where the member is registered, the *COMMITTEE*

to whom the member belongs to must be informed as well.

13.8.6 The *COUNCIL* may on the written application by a member who has been expelled from the *BRANCH* in terms of Clause 13.8.1 and after reference to the *BRANCH* concerned within a period of twenty-one (21) days from date of expulsion confirm or set aside the expulsion. If the expulsion is set aside the member concerned may be reinstated with effect from the date he/she was expelled.

13.8.7 For the purposes of Clause 13.8.6 the fact that the *BRANCH* concerned has not furnished any comments or made any representations within a period of twenty-one days (21) from the date of receipt by such *BRANCH* of a copy of the said application shall not preclude the *COUNCIL* from acting in terms of Clause 13.8.6.

13.8.8 The *COMMITTEE* shall notify the *COUNCIL* within seven (7) days of the expulsion of any member in terms of Clause 13.8.1 and the said *COUNCIL* shall unless such expulsion is set aside in terms of Clause 13.8.6 notify every other *BRANCH* of such expulsion.

13.8.9 A person who has been expelled from SAFSA in terms of Clause 13.8.1 shall thereafter not become a member of SAFSA except with the prior written approval of the *COUNCIL*.

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**ELIGIBILITY / INELIGIBILITY STATUS**

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The definition of eligible/ineligible members is laid down by SAFSA in Clause 15 of its constitution.

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**AFFILIATED CLUBS**

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The Rules and Regulations applicable to affiliated clubs shall be those laid down by SAFSA in Clause 16 of its constitution.

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**FINANCES**

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**16.1 Financial Records**

The *BRANCH* Treasurer shall keep adequate records and books recording the financial affairs of the *BRANCH*.

**16.2 Receipts**

All sums received on behalf of the *BRANCH* by the *BRANCH* Secretary or Treasurer shall as soon as practicable be paid into the *BRANCH* banking account.

**16.3 Payments**

All payments on behalf of *BRANCH* shall be made out of a *BRANCH* banking account; and the Treasurer shall arrange that such accounts shall not be drawn upon, save by cheque signed and countersigned in such manner and by such persons as the *COMMITTEE* may from time to time direct. In addition, immediate family cannot be co-signatories of *BRANCH* cheques.

**16.4 Financial Year**

The Association's financial year will end on March 31st. As soon as practicable, the *BRANCH* Treasurer shall submit books together with all relevant vouchers and documents to their appointed auditor/s.

The *BRANCH COMMITTEE* chairperson must ensure that the above paragraph is complied with, failure to do so will result in disciplinary hearings and possible expulsion and/or any other such actions as the *COUNCIL* may deem fit.

**16.5 Auditing**

The auditor/s shall complete the audit of such accounts as soon as practicable and the duly audited accounts shall be presented at the ensuing Annual General Meeting and a copy must be submitted to the Secretary of the *COUNCIL*.

**16.6 Loans or Overdrafts**

A *BRANCH* may not raise any loans or overdraft facilities in excess of R200.00 without first obtaining the written consent of the *EXECUTIVE*.

**16.7 Fund Raising**

The *COMMITTEE* shall be responsible for the observance of the provisions of the Fund Raising Act No. 71 of 1997 as amended from time to time and shall furnish the Director of Non Profit Organisations with all such particulars as he may require in terms of the afore going Act or regulations thereunder.

**16.8 Records, Accounts and Documents**

16.8.1 The *COMMITTEE* must ensure that a handbook/manual be established and be continuously updated that contains all information pertaining to the *BRANCHES* affiliations, annual fees due to other bodies and their latest contact information, due dates for payment of all affiliation fees, membership lists detailing all the latest *MEMBER* information and a list of all *BRANCH* assets.

16.8.2 The records, accounts, books and documents of or pertaining to the affairs of the *BRANCH* and Affiliated Clubs shall be open to inspection -

16.8.2.1 to the *MEMBERS* of the respective Provinces in which the *MEMBERS* are registered at each Annual General Meeting;

16.8.2.2 by a member of the Council specially authorised thereto by such *COUNCIL*;

16.8.2.3 at such time, on such date and at such place as the *COUNCIL* may determine and in writing inform such *BRANCH* or Affiliated Club, and such *BRANCH* or Affiliated Club shall take all such steps as may be necessary to ensure that all records, accounts, books and documents are rendered available to the member of the *COUNCIL*.

16.8.3 All the records, accounts, books and documents held by an office bearer of the *BRANCH* during his/her period of office must immediately be handed to the current *COMMITTEE* once he/she no longer holds office for any reason or is no longer a member of the *COMMITTEE*. The *COMMITTEE* must ensure that it is

in possession of all records, accounts, books and documents that pertain to the *BRANCH*, commencing from the *BRANCHES* initial establishment by the *COUNCIL*.

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## AMENDMENT OF CONSTITUTION OR REGULATIONS

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- 17.1 This Constitution and any Regulations in force thereunder (except where otherwise noted) may only be amended at an Annual or Special General Meeting of the *BRANCH* and subject to the following provisions:
- 17.1.1 That such amendments are agreed to by not less than two-thirds of the total number of voting members of the *BRANCH* whether or not such members are present at such meeting.
- 17.1.2 That such amendments must first have had the prior approval of the *COUNCIL*.
- 17.2 Any general additions, amendments or deletions to *BRANCH* Constitutions made by the *COUNCIL* shall be binding and deemed to be automatically accepted and included in all *BRANCH* Constitutions.
- 17.3 All amendments to Figure Skating regulations specified by the ISU shall be automatically accepted and applied without reservation and shall come into force with effect from the date specified by the ISU.
- 17.4 All subsequent revisions to this Constitution shall be made available to *MEMBERS* of the *BRANCH* (for which a printing fee may be charged), and shall bear the revision number and date of effect.
- 17.5 The *BRANCH* shall be responsible for ensuring that the constitution is issued to all organisations to which the *BRANCH* is affiliated, and that such organisations are in receipt of the latest version at all times.

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## GENERAL

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- 18.1 Indemnity of Officers

The *COMMITTEE* members and any Officials of the *BRANCH* are hereby indemnified out of and from the funds and property of *BRANCH* from and against all losses, charges, costs, damages and other expenses and liabilities they may incur or be put to concerning or in or about the execution of their respective duties as officers of SAFSA.

None of them shall be held answerable for any act or default of one or the other of them, or for deficiency or insufficiency of any title or security, nor shall they be liable for any loss occasioned or misfortune or damage which may happen or take place in the execution of their respective offices, or as a result thereof, provided however, that any such loss, misfortune, or damage was not occasioned by the male fide acts of such officer or through his wilful default.

## 18.2 Permits

### 18.2.1 Permits for Individuals

A Branch may, by permit in writing, authorise eligible persons to take part in exhibitions, carnivals, displays or shows with or at the same time as anyone who is not an eligible person. Applications for these permits must be made on the prescribed form. The granting of any permit is subject to any terms and conditions imposed by the Committee, including the payment of any fee.

### 18.2.3 Permits for Competitions

Any association or club not affiliated to any *BRANCH* of SAFSA, or any individual(s) proposing to hold a figure skating competition under SAFSA rules or any Affiliated Clubs or club proposing to hold a championship competition open to members of two or more Affiliated Clubs or other eligible person skaters who are not members of an Affiliated Club, shall apply in writing to the *BRANCH* for a permit.

## 18.3 Winding up or Dissolution

The *BRANCH* may only be wound up or dissolved if at least two-thirds of the *MEMBERS* present and voting at a meeting convened for the purpose of considering such a matter are in favour of closing down. If upon winding up, or dissolution of the *BRANCH* there remains, after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members of *BRANCH*, but shall be

given or transferred to the headquarters of SAFSA or with their consent to any *BRANCH* of SAFSA authorised in terms of the Fund Raising Act No.71 of 1997 to collect funds.

**18.4 Construction and Application**

The construction and application of these clauses shall, in cases of doubt, be settled by the *COUNCIL*, whose decision shall be final.



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**EFFECTIVE DATE OF CONSTITUTION**

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This Constitution supersedes all previous Constitutions and shall come into force with effect from the 22<sup>nd</sup> March 1999.

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# **PART 2**

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**GAUTENG NORTH**

**FIGURE SKATING**

**ASSOCIATION**

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**CONSTITUTION  
APPENDICES**

(As ratified at the Annual General Meeting held on 25<sup>th</sup> May 2000)



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## South African Figure Skating Association

### Nomination Form as Member of a SAFSA Provincial Committee

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Province: \_\_\_\_\_

Year: \_\_\_\_\_

PROPOSED: \_\_\_\_\_ (Name and Surname)

SAFSA No: \_\_\_\_\_

PROPOSER: \_\_\_\_\_ (Name and Surname)

SAFSA No: \_\_\_\_\_

SECONDER: \_\_\_\_\_ (Name and Surname)

SAFSA No: \_\_\_\_\_

Proposers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seconders Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am prepared to serve on the committee if elected.

\_\_\_\_\_ (Signature of Proposed) \_\_\_\_\_ (Date)

## South African Figure Skating Association Transfer of Membership

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DATE: .....

PROVINCE: .....

MEMBER: .....

SAFSA NO: .....

The above Provincial Committee wishes to inform the .....  
.....(\*enter province name) Provincial Committee  
that the above member currently registered with your province has  
applied for a transfer of membership to this province.

This Provincial Committee would appreciate any comments, in writing,  
should your Provincial Committee have any valid reasons that this  
transfer should not be accepted. If we receive no written submission  
from your province in this respect within 14 days from the above date,  
this provincial committee shall assume your provincial committee has  
no objections to this transfer and that this member is not in anyway in  
arrears with respect to any fees, etc.

.....  
Chairman/Secretary

.....  
Date