

Table View Football Club: Constitution

1. NAME:

- (1) The name of the Club shall be TABLE VIEW FOOTBALL CLUB. (Hereinafter referred to as the "CLUB" with its headquarters at Birkenhead Road Table View.
- (2) The name can only be changed at a General Meeting. A proposal to change the Club's name cannot be carried if five or more members vote against the motion.

2. CONSTITUTION:

The Club was inaugurated at a public meeting of residents of Table View held at the Leibrandt Van Niekerk Hall on the 4th September 1985.

3. OBJECTS:

The objects of the Club shall be;

- (1) To promote and foster football in Table View and surrounding areas.
- (2) To arrange games, matches, competitions, organise and control football meetings, tournaments and entertainment and to award prizes.
- (3) To affiliate with any Union or association as may be necessary or expedient for the benefit of the Club.
- (4) To buy, sell and deal in all kinds of apparatus, and all provisions, liquid and solid required by persons frequenting the Club's grounds and premises.
- (5) To invest funds of the club in interest-bearing securities as hereinafter specified in Clause 28 (10).
- (6) To collect and to accept subscriptions, donations, bequests, endowments and benefits of any nature for the Club from any person or body and from any source whatsoever and to organise fund raising activities for the benefit of the Club.
- (7) To assist in the provision of cultural and social activities for members by making its buildings and/or grounds and all facilities available to organised bodies of Table View, at the discretion of The Committee, at a fee, or otherwise with the consent of the Committee. In the event of a fee such a fee to be sufficient to reimburse the Club adequately. At the same time set at such a level as will not prove a burden to the body hiring, provided that any activity of the Club shall have preference in such matters.
- (8) To design, register and issue any badges or uniforms.
- (9) To hire and employ all classes of persons considered necessary for the purpose of the Club.
- (10) To fulfil all the usual objects of a Football Club and to do all such things, and to carry out all such undertakings as may be necessary for or incidental to such objects.

4. MEMBERSHIP:

- (1) It shall be obligatory for playing members of the Club to become members of the Milnerton Sports Federation.
- (2) The Club shall be affiliated to the appropriate Provincial Football Association and be required to pay to the above mentioned association such annual affiliation fees as may be determined by them from time to time.
- (3) Membership of the Club shall consist of the following: -
 - (i) Ordinary Members
 - (ii) Honorary Members
 - (iii) Honorary Life Members
 - (iv) Life Members
 - (v) Temporary Members
 - (vi) Parent Members
 - (vii) Junior Members
 - (viii) Social Members
 - (ix) Member of Good Standing

5. CLASSIFICATION OF MEMBERS:

- (i) "Ordinary Member" shall mean a person over the age of 18 years who is a member of the Club.
- (ii) "Honorary Member" shall mean a person admitted to the Club by the Committee by reason of his holding some public office or having conferred some special benefit upon the Club. A list of Honorary Members must be posted on the Club notice board within 7 days of election. Honorary Membership ceases after the following A.G.M.
- (iii) "Honorary Life Member" shall mean a person proposed by the Committee and who has been so elected at an Annual General Meeting or Special General Meeting of the Club in recognition of services rendered to or interest shown in the Club.
- (iv) "Life Member" shall mean a person proposed by the Committee as nominated by a member in good standing and who has been so elected at the AGM of the club in recognition of having been a member of the club in good standing for 25 consecutive years.
- (v) "Temporary Member" shall mean a person who is so admitted by the Committee and shall be allowed the privileges of membership of the Club only whilst engaged in a match or competition on the day/days he/she is so engaged that has no voting rights.
- (vi) "Parent Members" shall mean one parent or guardian for each child enrolled as a junior member. A parent member has the same voting rights as an ordinary member that can vote only once, but is a non-Playing member.
- (vii) "Junior Member" shall mean a person under the age of 19 years, duly elected.
- (viii) "Social Member" shall mean a person who is so admitted to the Club by the Committee to use the social facilities of the Club that has no voting rights.
- (ix) "Member of Good Standing" shall mean a person who holds a class of membership, is not a defaulter and who is not under any restrictions or penalty by Resolution of the Executive Committee.

6. ELECTION OF MEMBERS:

- (1) An application for membership shall be made to the Secretary of the Club, in writing, on a prescribed form.
- (2) Such application shall be submitted to the Committee for approval or rejection, and in the event of a disagreement shall be decided by the majority of the Committee members present. Provided that any Committee member who is in arrears with any payment due to the Club in terms of Rule 11(3) shall be disqualified from voting.
- (3) Ordinary and Junior Members shall be elected as follows: -
 - (i) The candidate shall be proposed by one member and seconded by another (to both of whom shall be known personally) on a proposal form obtainable from the Club's Secretary, which shall be the prescribed form. The proposal form shall be accompanied by subscription fee prevailing at the date of application, applications for membership must be dealt with at the next monthly Committee meeting.
 - (ii) A candidate who is not elected as set out above, shall thenceforth be barred from re-applying for membership for a period of one year.
- (4) Immediately a member is elected in terms of 6(3)(i) above, the Secretary shall enter his name in the Register of Members and shall notify him, in writing, of his election.
- (5) The rules governing the election of Honorary Members, Honorary Life Members, are set out in Rule 5 (ii) and (iii) of these rules.

7. MEMBERSHIP FEES:

To be agreed at every A.G.M. by a simple majority.

8. RIGHTS OF MEMBERS:

Membership does not and shall not give any member of any class any rights, title, interest, claim or demand in or to any of the monies, property or assets of the Club, but only confers upon such member the right and privilege of entering in and upon the grounds and erections of the Club, and of using and enjoying the same in accordance with the use to which the same are denoted by the Committee of the Club and subject to such restrictions as the Committee from time to time impose, and subject to the Rules, Regulations and Bye-Laws of the Club and affiliated Clubs from time to time in force; provided, however, that nothing herein contained shall prevent the Committee from charging an entrance fee or fees in respect of the grounds or buildings of the Club or any portion or portions thereof, shall be used for tournaments, or for other special purposes or let out.

9. LEGAL POSITION OF CLUB

- (1) The Club is not formed for the purpose of carrying on any business or enterprise that has for its object the acquisition of personal gain by the members of the Club.
- (2) The Club is liable only for its own debts and any assistance granted to any person or body, whether corporate or unincorporated, shall not render it liable for the debts of such person or body.
- (3) The Club may sue or be sued in the name of its Chairman for the time being in any court of law in the Republic of South Africa. All process of law, notices and the like shall be regarded as sufficiently served on the Club if served on the Chairman personally. The Chairman shall not be personally liable for any loss suffered.
- (4) The area of operation of the Club shall be world-wide.
- (5) In raising funds the Club's activities shall be in accordance with the relevant provisions of the Fund Raising Act 1978 (Act no. 107 of 1978) as amended from time to time.

10. LIABILITY OF MEMBERS:

The liability of each member shall be limited to his subscription and to any other liability incurred by him with the Club.

11. DEFAULT

- (1) Any member who has not paid his subscription fee by the 31st May of the current year, who thereafter remains in default for a period of one month, subsequent to the date of written notice requiring payment of such arrears. Shall be posted on the Club's notice board as a defaulter and shall not be allowed to continue as a member whilst his subscription remains unpaid. "Due Date" shall mean the date stated in the account notice sent to each member by the Club's Secretary at the beginning of each financial year.
- (2) Any member who shall fail to discharge any other liability due to the Club within fourteen days after a written demand sent to his last known address by registered post, shall ipso facto cease to be a member, the Club, however, reserving its rights to proceed against such member for recovery of such sums as may then be owing.
- (3) No member shall be entitled to take part in or vote at any meeting or propose or second any resolution or propose or second any candidate for membership whilst in arrears with his subscription or any other liability to the Club.

12. SUSPENSION AND EXPULSION

- (1) Any member who shall willfully break or disregard any of the rules, or who shall refuse or neglect to conform to any resolution duly passed by the Committee or who shall be found to have been guilty of conduct (whether in or out of the Club's premises) unbecoming a member or conduct which, in the opinion of the Committee, is injurious or calculated to be injurious to the good name, character and interests of the Club, may either be suspended by the Committee for such period as it may determine, or for an indefinite period, or may be expelled from the Club and the decision of the Committee shall be final and binding upon such matters.
- (2) The Secretary shall send written notice of suspension or expulsion to the member concerned.

13. CANDIDATE INADVERTENTLY ELECTED:

Should a candidate, ineligible for membership be inadvertently admitted as a member of any class, the Committee shall declare his or her election void, and shall give him or her immediate notice to that effect and shall return his or her subscription fee.

14. POWER TO CANCEL ELECTION:

If at any time after the election of a candidate, it appears that he or she was elected under a misrepresentation or mistake as to identity, or owing to incorrect information having been given, the Committee shall have the power to cancel his or her election. The person whose election is thus cancelled in terms of this clause shall, thereupon cease to be a member of the Club, and shall have no claim whatever against the Club for damages, return of subscription, on any ground whatever, but the Committee shall be entitled to make such ex gratia refund of subscription as it may consider proper.

15. SUBMISSION TO THE RULES OF THE CLUB

The signed application for membership shall be a distinct acknowledgement on the part of any

person that he or she is bound by the rules and regulations of the Club and affiliated clubs, and all Bye-Laws that have been or may hereafter be made, and that he or she accepts the ruling of the Committee in all cases and no person shall be absolved from the effect of these rules on the plea of not having received a copy of them or any of them.

16. VOTING:

Ordinary, Honorary, Honorary Life and Parent Members only shall be competent to vote on any occasion. Proxies shall not be allowed.

17. RESIGNATION OF MEMBERSHIP:

Any member intending to resign his membership of the Club, shall notify such intention by letter to the Secretary prior to the date upon which his next subscription becomes due, otherwise he shall be liable for payment of his next subscription for the balance of the current year. Any member may be reinstated by the Committee at its discretion, and on such conditions as it may deem fit. Any refund of subscriptions shall be at the discretion of the Committee.

18. MANAGEMENT

The entire management and control of the Club shall be vested in a Management Committee (herein referred to as the Committee) consisting of the Chairman, Vice Chairman, Secretary, Treasurer, and a minimum of five additional members and/or co-opted as set out herein [Para 28(17)].

19. ELECTIONS AND NOMINATIONS OF CHAIRMAN

1. No one may be elected as the Chairman, unless he/she has served a minimum of two years on the committee, and is an ordinary, honorary, or honorary life member, who has been nominated in writing by two members of the club. (Who shall be ordinary, parent, honorary or honorary life members). And shall have accepted such nomination in writing. No members whose subscription for the current year is unpaid shall be eligible as a candidate or be entitled to propose or second a candidate. All nominations shall be delivered to the Secretary not less than eight (8) days before the Annual General Meeting, and their names shall be posted on the Club's Notice Board for at least seven days before the meeting.
2. Should more than two members be nominated for Chairman an initial secret ballot will be held and only the two candidates with the most votes will go into the second secret ballot when a simple majority will decide who is elected.
3. Only if no nominations are received before the A.G.M. may nominations be accepted from the floor during the meeting.
4. Scrutinisers shall be appointed at the Annual General Meeting by open nomination and shall declare the result of the election as soon as possible during the meeting.

20. ELECTION AND NOMINATION OF COMMITTEE MEMBERS (EXCLUDING CHAIRMAN)

- (1) No one may be elected as a member of the committee, unless they have been a Member for a minimum of two years and of good standing of the Table View Football Club and who has been nominated in writing by two members of the club and shall have accepted such nominations in writing. No member whose subscription for the current year is unpaid shall be eligible as a candidate or be entitled to propose or second a candidate. All nominations shall be delivered to the Secretary not less than eight (8) days before the Annual General Meeting, and their names shall be posted on the Club's Notice Board for at least seven days before the meeting.
- (2) Should more than the required number of nominations be received one secret ballot will be held and members with the most votes will be duly elected.
- (3) Only if insufficient nominations are received before the A.G.M. may nominations be accepted from the floor during the meeting. Members duly nominated before the meeting will be automatically elected before voting takes place (if required).
- (4) Scrutinisers shall be appointed at the Annual General Meeting by open nomination and shall declare the result of the election as soon as possible during the meeting.
- (5) Vice Chairman, Treasurer and Secretary plus any additional members for specific portfolios will be elected at the A.G.M.

21. CHAIRMAN AND VICE CHAIRMAN OF COMMITTEE

The Chairman and Vice Chairman of the Club shall ipso facto be the Chairman and Vice Chairman respectively of the Committee for their term of office. Should the Chairman and Vice Chairman not be present at any meeting of the Committee, the members present shall elect a Chairman of the meeting.

22. VACANCIES ON COMMITTEE:

In the event of the death of the Chairman or his ceasing to act, the Vice Chairman shall become the Acting Chairman. In the event of the Vice Chairman becoming the Acting Chairman or dying, or ceasing to act as such, the Committee shall from its members elect an Acting Vice Chairman. The member so elected shall hold office on the same terms as the member whose place he takes.

23. COMMITTEE MEMBERS ABSENT WITHOUT LEAVE:

No member of the Committee shall absent himself from more than two consecutive ordinary meetings of the Committee without leave of absence provided that the Committee may grant him leave of absence from not more than three consecutive ordinary meetings of the Committee. Notwithstanding the foregoing, any member of the Committee absents himself for more than four consecutive ordinary meetings shall ipso facto cease to be a member of the Committee.

24. COMMITTEE MEETINGS: REGULATION AND QUORUM:

The Committee may meet together for the despatch of business, adjourn or otherwise regulate its meetings as it thinks fit, and until otherwise determined by a General Meeting of members, 50% plus one of the total membership of the Committee [Para 29 (3)] shall be a quorum.

25. MANAGEMENT COMMITTEE MEETINGS: CONVENING:

The Committee shall meet regularly and at least once every month. The Secretary on instructions of the Chairman or on written request of at least three members of the Committee shall convene a Committee meeting.

26. VOTING AT COMMITTEE MEETINGS:

Questions arising at any meeting of the Committee, except where ballot is called for by the Chairman, shall be decided upon by a majority of votes on show of hands, and in the case of equality of votes, the Chairman shall have the casting vote in addition to his deliberative vote.

27. MINUTES OF MEETINGS:

The Committee shall cause minutes of the appointment of Officers, and the names of the Committee present at each meeting with the resolutions and proceedings of such meetings, and all resolutions and proceedings of General Meetings of Members, to be duly entered in the books provided for the purpose. Any such Minutes or extract therefrom, signed by the Chairman and the Secretary, shall be received as prima facie evidence of the matter stated in such Minutes or extract.

28. POWERS OF MANAGEMENT COMMITTEE:

The Committee shall have full power and authority to do any act, matter or thing which could or might be done by the Club, excepting such matters as are in these rules specially reserved to be dealt with at a General Meeting of members; and in addition to the general powers and authorities hereby conferred on the Committee and without in any way limiting such powers and authorities, the Committee shall have the following special powers:-

(1) ACQUISITION OF PROPERTY:

To acquire for the Club any movable or immovable property calculated to benefit the Club.

(2) FULFILMENT OF CONTRACT:

To enter into leases on behalf of the Club whether as Lessor or Lessee, and further to sell, alienate or deal with the movable property or assets of the Club as it shall deem expedient in the interest of the Club.

(3) DISPOSITION OF PROPERTY:

To dispose of and to deal with in any manner whatsoever, real rights of any kind and to borrow against the security of the Club's property, whether by mortgage, pledge, cession or otherwise, such sums of money as may be required by the Club for any purpose whatsoever.

(4) APPOINTMENTS OF AGENTS, SERVANTS, ETC:

To appoint such attorneys, agents, officers, clerks and servants for permanent, temporary or special services, as it may think expedient, and to determine their duties and fix, vary and pay their salaries or emoluments (if any) and to require security in such instances and to such amounts as it thinks fit, and to suspend or discharge any such persons at its discretion.

(5) LEGAL PROCEEDINGS:

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club, or its 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 of any claims or demands by or against the Club.

(6) ARBITRATION:

To refer any claim or demand by or against the Club to arbitration, in terms of the Arbitration Act.

(7) RECEIPTS, DISCHARGES, ETC:

To make and give receipts, releases and other discharges, for monies payable to the Club and for the claims and demands of the Club and except where otherwise provided in these rules, such receipts shall be signed by the Treasurer, or some person lawfully acting in the place of such Treasurer.

(8) BANKING ACCOUNT:

All monies of the Club shall be paid into such Bank(s) as the Committee may decide upon, and shall be drawn therefrom by EFTs by the Treasurer or such member or members of the committee as the latter may from time to time decide, all payments by the Club shall be made by EFTs as aforesaid.

(9) BYE-LAWS:

To make, vary and repeal bye-laws for the regulation of the affairs of the Club, its officers and servants, or the members of any class of the Club, provided that such bye-laws do not conflict with the rules of the Club. Immediately after any bye-law is made, varied or repealed, a notice to that effect shall be posted and maintained on the Club's notice board, for a period of 14 (fourteen) days.

(10) INVESTMENT OF MONEY:

To invest and deal with any monies of the Club not immediately required for the purpose of the Club upon such securities and on such terms as it may think fit, and from time to time to vary or realise, such investments.

(11) USE OF CLUB'S PROPERTY:

To grant consent to persons, not members of any class, to use the Club's property, or to enter the grounds or buildings used or controlled by the Club, upon such terms as it may think fit, or to refuse consent at its discretion.

(12) MAINTENANCE OF CLUB'S PROPERTY:

To determine the areas and the terms and conditions for the specialist maintenance of the Club's property. To maintain whatever area has not been specifically demarcated in terms of the above, and in particular to maintain and control the buildings, parking area, approaches, gardens and fencing within and around the Club's property. To maintain and control the water supply system and such other services as are commonly used.

(13) CHARGE OF ADMISSION TO GROUNDS:

To hold sporting tournaments and to make any special arrangements therefore, and to make and impose charges for entrance or admission to the Club's grounds against members on such occasions, or set aside the Club's grounds, or any part thereof, for any limited time, for any special purposes whatsoever.

(14) CONTRACTS FOR PROMOTION OF SPORTS:

To enter into contracts with clubs or other bodies for the promotion of sports, and for any other purposes incidental to the Club's objects.

(15) DELEGATION OF POWERS TO SUB-COMMITTEE:

To delegate to any sub-committee or sub-committees all or any of the authorities by these present conferred on the Committee, and such sub-committee shall have such powers as may be conferred on it at the time of its appointment, or thereafter, by the Committee of the Club.

(16) RECIPROCITY:

To give and grant and withdraw reciprocal membership to such members of such clubs and on such terms and conditions as the Committee may from time to time determine.

(17) CO-OPTION OF MEMBERS:

To co-opt members to its number for such periods or purposes as it may determine.

29. ANNUAL GENERAL MEETING DATE:

A General Meeting of the members shall be held within the Municipality of Blaauwberg once in every calendar year during the month of October, but not later than the 30th of November. Not less than 14 (fourteen) days notice of such meetings shall be given to members, and such notice shall be accompanied by a copy of the Accounts of the Club. The business to be transacted at the Annual General Meeting shall be: -

- (1) To confirm the Minutes of the previous General Meeting.
- (2) To receive and consider the reports on the affairs of the Club and a full set of management accounts as at the 30th day of September, of each year, which day shall be the end of the Club's financial year.
- (3) To elect a Chairman and other members and such patrons as may be deemed desirable from Members of the Club or others, to form the committee for the ensuing year.
- (4) To elect the Club's Auditor or Auditors and to fix their remuneration.
- (5) To elect an Honorary Life Member or Members, if any proposed by the Committee.
- (6) To consider any resolutions concerning the affairs of the Club, of which due notice has been given and any business concerning the affairs of the Club, which is brought under consideration by the Committee.
- (7) A "General Question" time must be allowed.

30. NOTICE OF ANNUAL GENERAL MEETING:

A notice of the day and hour of the Annual General Meeting shall be posted on the Club's notice board for at least 14 (fourteen) days prior to the meeting. Notice of any resolution to be proposed at the Annual General Meeting, other than ordinary business, must be lodged with the Secretary at least 7 (seven) days before the date fixed for such meeting.

31. SPECIAL GENERAL MEETING:

The Committee may at any time call a Special General Meeting of members by giving not less than 7 (seven) days notice, specifying for what object the meeting is called. The Committee shall in like manner, call a Special General Meeting upon receipt of a requisition signed by 20 (twenty) members of the Club (excluding Social, Temporary or Junior Members), specifying the object for which such meeting is to be called. Subject to the powers of the Committee hereafter stated, no business other than that specified shall be transacted at such meeting, but resolution strictly relating to such business may be submitted to such meeting.

32. QUORUM AT GENERAL MEETINGS:

A quorum for an Annual General Meeting or a Special General Meeting called by the Committee shall be 30 (thirty) members, excluding Junior, Temporary or Social Members. Provided that if no quorum be present, within fifteen minutes after the time fixed for the meeting, the meeting shall in the case of an Annual General Meeting or Special General Meeting called by the Committee, be postponed to the same day and hour in the following week. And at such adjourned meeting the members present shall be deemed to be a quorum for the transaction of all business for the meeting. In the case of a Special General Meeting, called by requisition of members, if no quorum be present, it shall definitely be dissolved.

33. HONORARY LIFE MEMBER & LIFE MEMBER: ELECTION OF:

Any member of the Club, who is in good standing, may nominate in writing, to the Executive committee a person he/she feels warrants consideration for Honorary Life Membership. Only the Executive Committee after investigating the nominee may present the name to an Annual General Meeting or Special General Meeting of the Club called for that purpose. The nominee will be deemed "elected" if the majority of the members present at such meeting vote in favour. Such Honorary Life member/s shall be subject to the rules of the club and shall be entitled to the privileges of the club but shall pay no subscriptions.

34. ADJOURNMENT OF MEETINGS:

The Chairman of the meeting may, with the consent of the meeting, adjourn the same from place to place and from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

35. VOTING AT GENERAL MEETINGS:

Every question submitted to a meeting shall be decided by a show of hands except where the Chairman thereof calls for a ballot. The Chairman shall have a second or casting vote in the case of equality.

36. IMMOVABLE PROPERTY

All the immovable property comprising the grounds and improvements effected on the Club's Sports Field Complex, shall be controlled, administered and maintained by the Club under terms and conditions of an Agreement of Lease entered into by the Club.

37. TRUSTEE

All the movable property of the Club shall be vested in a Trustee. The Chairman of the Club during his period of office, or in his absence, the Vice Chairman, or such other member of the Committee, be acting in the capacity as Chairman, shall be the Trustee of the Club.

38. POWER OF TRUSTEE

The Trustee shall stand possessed of the property of the Club and shall apply and dispose of the same for the benefit of the Club, in such manner, as the Committee shall, in conformity with the rules, direct.

The Club's funds and assets shall be devoted solely to the objects of the Club and no member shall be entitled to any portion of the funds or assets thereof.

39. AMALGAMATION AND DISSOLUTION

(1) The Club may enter into partnership or amalgamate with any entity or club with the same or similar objects, or the movable property of the Club may be sold and the Club wound up, or reconstructed, by the resolution of a majority of not less than two-thirds of the votes of the members present in person at a Special General Meeting; provided, however, that not less than 30 (thirty) days special notice of the meeting to consider such question of partnership, amalgamation, winding-up, or reconstruction shall be given, and that such notice clearly set forth the objects of the meeting; and provided further that no less than 50% (fifty per cent) of members eligible to vote shall be present at any such meeting. If any meeting properly called, as aforesaid, the requisite number of members shall fail to attend, then the meeting shall stand adjourned to the same time and place in the next following week, and special notice of the adjourned meeting shall be given by the Secretary and at such adjourned meeting any member or members present shall be deemed to be a quorum and shall have full power to act.

(2) If upon dissolution of the Club, there remains any assets whatsoever, after the satisfaction of all its debts, liabilities and obligations. Such assets shall not be paid to or distributed among its members, but shall be given to the Blaauwberg Municipality to hold in trust to start another football club in Table View.

These assets are to be handed over to the new club only after it has been constituted and operating for 12 calendar months.

40. ALTERATION OF RULES:

These rules or any other rules that the Club may adopt may be added to, varied, altered, amended or modified by resolution of a majority of two-thirds of the votes of the members present in person at an Annual General Meeting or Special General Meeting.

41. INTERPRETATION OF RULES:

In case of doubt as to the meaning or interpretation of any of these rules, the Committee shall be the final arbiter, and its decisions shall be final and binding.

Signed & Accepted at the AGM: 8th November 2023

Chairman: Paul Nathan Signature 