

WESTERN PROVINCE SCHOOLS WATER POLO ASSOCIATION

ARTICLES OF CONSTITUTION

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WESTERN PROVINCE SCHOOLS WATER POLO ASSOCIATION CONSTITUTION

1.0 NAME

This organisation shall be known as WESTERN PROVINCE SCHOOLS WATER POLO ASSOCIATION (hereinafter referred to and known as WPSWP)

2.0 LEGAL PERSONALITY

- 2.1 WPSWP, with continued existence apart from its members or executive, is a legal person which holds property independent of its members, incurs debts and liabilities and initiates or defends legal actions in its own name, and acts through its properly authorised organs, office bearers and / or representatives.
- 2.2 All immovable property or registered rights in immovable property obtained by WPSWP shall be registered in the name of WPSWP.

3.0 JURISDICTION

The area of jurisdiction shall be the Region of Western Province, as defined in the Constitution of the Republic of South Africa, interim or otherwise.

4.0 HEADQUARTERS

The headquarters of WPSWP shall be at Eagles Nest, Constantia, Cape Town, or at such place as the Executive Committee may from time to time determine.

5.0 INDEMNITY

- 5.1 Every office bearer, official or employee of WPSWP shall be indemnified by WPSWP against all costs, losses and expenses which he may incur or become liable for by virtue of any reason or any act of omission in the discharge of his duties, unless the loss in question is caused by his own gross negligence, dishonesty or bad faith.
- 5.2 Office bearers, officials and employees of WPSWP shall be indemnified by WPSWP against pecuniary loss sustained by reason of legal proceedings, arising out of whatsoever official or employee in his representative capacity, provided that the indemnity conveyed herein shall not extend to the private case of employees and acts outside the official appointment and of office in WPSWP (in the case of office bearers and officials)

6.0 OBJECTIVES

The objectives of WPSWP shall be:

- 6.1 To manage, administer, integrate and foster participation at all levels within their boundaries
- 6.2 To promote recognition of Water polo as a leading participative spectator sport
- 6.3 To encourage the provision of appropriate facilities for participation in water polo

- 6.4 To foster and develop non-racial and non-sexist structures in all organisations which may seek and obtain affiliation to WPSWP
- 6.5 To affiliate to SCHOOLS WATER POLO, SOUTH AFRICA, SWIMMING SOUTH AFRICA and WESTERN PROVINCE SCHOOLS AQUATICS.
- 6.6 To establish and maintain cordial relations with other sporting bodies
- 6.7 To act in the interests of sport, and water polo in particular.

7.0 POWERS

WPSWP shall have the power to do all such things as are incidental or conducive to the attainment of the objects described in the preceding clause, and in particular shall be empowered :

- 7.1 To establish and maintain a uniform approach to the rules and administration of Water polo
- 7.2 To manage, administer and promote inter school and inter provincial water polo
- 7.3 To keep such records as are necessary
- 7.4 To hear and adjudicate upon appeals from decisions and/or actions of affiliates; the right of appeal not necessarily being confined to affiliates or members thereof, provided that such appeals have been notified by the appellant to the affiliate concerned.
- 7.5 To suspend, disqualify, fine or otherwise deal with any affiliate, member or officer thereof which or who has committed any breach of this Constitution or of the By-Laws or Rules made thereunder, or practised, counselled or sanctioned any conduct which is in the opinion of WPSWP unfair, unbecoming or contrary to the interests of water polo.
- 7.6 To maintain absolute political and religious neutrality and not admit any racial or other form of legally prohibited discrimination
- 7.7 To provide for the representation of WPSWP at National Tournaments
- 7.8 To impose and receive fees, dues and levies
- 7.9 To purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and hold, occupy, use, employ, sell, lease, licence, hire-out, manage, grant, convey and surrender any real or personal property.
- 7.10 To accept any sponsorship or gift whether subject to a special trust or not
- 7.11 To borrow or raise and secure the payment of money in such manner as WPSWP thinks fit whether the same be money borrowed or owing by WPSWP
- 7.12 To deposit for a fixed period or at call or invest or otherwise deal with any moneys of profit, remuneration and otherwise whatsoever as may from time to time be determined by the Executive Committee and to realise any such securities
- 7.13 To give any guarantee or any security of WPSWP or upon the property of WPSWP that may be required or agreed upon for the performance of any contract, undertaking or arrangement entered into by WPSWP
- 7.14 To make gifts, subscriptions and donations to any authorities, institutions or associations
- 7.15 To make provision for the operation of the Inter Schools Water Polo League and Inter Schools Knock out competition and or any other league, as authorised by SCHOOLS WATER POLO, SOUTH AFRICA and SWIMMING SOUTH AFRICA

- 7.16 To appoint full-time or part-time employees to assist in meeting its objectives subject to the availability of funds to remunerate said employees
- 7.17 The income and property of WPSWP shall be applied solely towards the promotion of the objectives of WPSWP and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of WPSWP provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or employee of WPSWP or to any member of WPSWP in return for any services actually rendered to WPSWP or reasonable or proper rent for premises let by any member of WPSWP, outside of the jurisdiction of the specific portfolio to which the member has been elected
- 7.18 To institute and enforce, in consultation with any interested authority, association or committees, a policy of testing water polo officials and players registered with SCHOOLS WATER POLO, SOUTH AFRICA and SWIMMING SOUTH AFRICA for prohibited drug use
- 7.19 To ensure that cheques, drafts, bills of exchange, promissory notes, and other negotiable instruments drawn on WPSWP's bank account shall be in each case:
- (a) authorised by two persons
 - (b) signed by the authorised signatories or in the event of unavailability of the aforementioned, other authorised members of The Executive Committee

8.0 MEMBERSHIP

Membership of WPSWP shall consist of schools that fall within the jurisdiction of the association and who offer water polo as a school sport.

- 8.1 It is the duty of a member school to:
- promote and develop the sport of water polo
 - effectively carry-out the enforcement of the Constitution and by-laws of WPSWP
 - effectively implement the development policies of WPSWP and SCHOOLS WATER POLO, SOUTH AFRICA and SWIMMING SOUTH AFRICA
 - register on an individual basis all water polo players and officials in that school
 - to be responsible and accountable to WPSWP for fulfilling its obligations pursuant to WPSWP strategic plan as revised from time to time

8.2 Members' Liability

The liability of a member to contribute towards the payment of the debts and liabilities of WPSWP, or the costs, charges and expenses of the winding up of WPSWP is limited to the amount, if any, unpaid by the member in respect of membership of WPSWP

9.0 FEES, DUES AND LEVIES

- 9.1 Each School shall pay annually to WPSWP an Affiliation Fee and team entry fee to be determined annually by The Executive Committee in conjunction with the approval of its

annual budget, and such affiliation fee shall be due and payable on 31 March in each year in respect of the year ending 31 December following.

- 9.2 Each School shall also be liable to pay WPSWP, from time to time, such other fees and on such date(s) as may be decided by the Executive Committee

10.0 SUSPENSION AND CESSATION OF MEMBERSHIP

- 10.1 Failure by a School to pay all or part of its Affiliation Fee and team entry fee before the 31 March in each year, or to pay any other fees as decided before due date for payment, shall entail the automatic suspension of the School in default. The suspension may be set aside, with the defaulting School restored to membership, on payment of the money in arrears and of such fines as may be deemed appropriate by the Executive Committee

- 10.2 Any violation by a member of the Constitution and By-Laws of WPSWP or of any order made in conformity therewith shall render such member liable to suspension from WPSWP by The Executive Committee

- 10.3 Any member of WPSWP may on the motion of The Executive Committee be liable for expulsion for:

10.3.1 Any violation of the Constitution and By-Laws of WPSWP or any order made in conformity therewith,

10.3.2 Conduct unbecoming a member,

10.3.3 Conduct not in the interests of WPSWP and the promotion of its objects.

11.0 EXECUTIVE COMMITTEE

The Executive Committee shall consist of the following:

Chairperson
Vice Chairperson
Technical Manager
Secretary
Financial Manager
Development Manager
Coaching Manager

- 11.1 The Executive Committee shall be elected at the Annual General Meeting, which shall be held prior to the end of March in each year.

- 11.2 The Executive Committee shall assume office at the end of the meeting in which they were elected. All members of the Executive Committee shall be eligible for re-election

- 11.3 Nominations for election to The Executive Committee shall close with the Secretary fourteen (14) days prior to the Annual General Meeting. Such nominations shall be accompanied by a signed acceptance of nomination and respective c.v.'s, which shall be circulated to all voting members prior to the Annual General Meeting. Nominations may be made by any Member of WPSWP. Such nominations shall be appropriately seconded.

- 11.4 In the event of there being no nominations for election to any specific portfolio, the Chairperson shall call for and accept nominations for that office at the first meeting or from the floor if accepted by the meeting.

- 11.5 The office of a member of The Executive Committee shall be taken to have become vacant if evidence is produced that the member of EXCO:

- 11.5.1 has died
- 11.5.2 has resigned
- 11.5.3 has been absent from three (3) consecutive Executive Committee meetings without leave
- 11.5.4 is incapable of managing his own affairs
- 11.5.5 has been declared bankrupt or files a petition for the sequestration of his affairs
- 11.5.6 ceases to be permanently resident in South Africa
- 11.5.7 has been convicted of a criminal offence without the option of a fine

12.0 EXECUTIVE COMMITTEE: POWERS AND DUTIES

- 12.1 The Executive Committee shall have the authority to do anything or take any steps which might be done by WPSWP in the furtherance of its objects and powers, in accordance with this Constitution, the By-Laws and the policies of WPSWP from time to time.
- 12.2 The following special powers and obligations rest with The Executive Committee:
 - 12.2.1 to attend to all legal matters on behalf of WPSWP;
 - 12.2.2 to make, amend and repeal By-Laws for the due and proper regulation of the affairs of WPSWP, and the due and proper functioning of its members and officials; said amendments to be ratified by the AGM
 - 12.2.3 to host, when applicable, international and national events in conjunction with the appropriate structures and organisations concerned;
 - 12.2.4 to appoint such number of standing committees with such powers, from time to time, as may be necessary;
 - 12.2.5 to attend to all matters of discipline and appoint such committees as may be necessary for this purpose and shall have the power to suspend, caution and/or impose a fine upon any member.
 - 12.2.6 to approve the selection of representative teams, subject to conditions contained within the By-Laws of WPSWP;
 - 12.2.7 to generally execute any legal act on behalf of WPSWP, thus doing all that is necessary for the fulfilment of the objects of WPSWP, provided that such act is not contrary to this Constitution.

13.0 EXECUTIVE COMMITTEE: MEETINGS AND PROCEDURES

- 13.1 At Executive Committee meetings, the Executive Chairperson shall hold the Chair and if he is absent, the Vice Chairperson shall chair the meeting.
- 13.2 The Executive Committee shall meet monthly or where necessary. Minutes of such meetings shall be distributed within fourteen (14) days thereof to all members.
- 13.3 All resolutions of The Executive Committee shall be determined by a simple majority of votes cast, and each Executive Committee member shall have one vote. The Chairman shall have both deliberative and casting votes.

- 13.4 The quorum for a meeting of The Executive Committee shall be 4 members.
- 13.5 Representation by proxy is not permitted.
- 13.6 In the event that there is a casual vacancy in a position of The Executive Committee, the remaining members of The Executive Committee may appoint a substitute member, which person shall hold office for the unexpired term of the former Executive Committee member for whom he is substitute.
- 13.7 In the event of any decision relating to the award of a contract to a third party, any member of The Executive Committee who has any direct interest in it or would benefit from such contract, shall declare such interest and recuse himself from the meeting during the debate and resolution of the item concerned.

14.0 EXECUTIVE COMMITTEE: PORTFOLIOS

- 14.1 The powers and duties of each elected member of The Executive Committee will be prescribed by the By-Laws of WPSWP, as amended from time to time.
- 14.2 Prior to the Annual General Meeting to be held for the purpose of electing The Executive Committee, the candidate for nomination shall indicate on the appropriate nomination form, the position for which he is accepting nomination.
- 14.3 Notwithstanding the preceding Clauses, the Chairperson may require any of the Managers to attend to matters additional to his designated portfolio.

15.0 ANNUAL GENERAL MEETING

- 15.1 The Annual General Meeting of WPSWP shall be held before the 30 March in every calendar year at a venue to be decided by The Executive Committee.
- 15.2 The Secretary shall furnish all members of WPSWP with a copy of:
- 15.2.1 Agenda
 - 15.2.2 Nomination forms
 - 15.2.3 Chairperson's Report
 - 15.2.4 Financial statements
 - 15.2.5 Reports from each Manager/port folio
- 15.3 The financial year of WPSWP shall be from 1 January to 31 December
- 15.4 Notice of the Annual General Meeting shall be received fourteen (14) days before such meeting, and shall be issued in writing by the Secretary.
- 15.5 The quorum at an Annual General Meeting shall be 50% (fifty per centum) of those members entitled to be represented.
- 15.6 Representation shall be in accordance with Clause 18.0 of this Constitution. Each delegate shall be properly appointed in writing by the member and credentials shall be presented to the Secretary at the meeting.

16.0 BUSINESS AT THE ANNUAL GENERAL MEETING

- 16.1 To receive credentials
- 16.2 To read, confirm or otherwise deal with the minutes of the last Annual General Meeting and any Special General Meeting held in the interim.
- 16.3 To receive and consider the Chairman's Report, Financial statements and reports of Managers.
- 16.4 To elect members of The Executive Committee according to Clause 11.0
- 16.5 To consider any proposed addition, alteration or amendment to the Articles of Constitution of WPSWP, of which due notice shall have been given
- 16.6 To transact such special business of which due notice shall have been given.

17.0 SPECIAL GENERAL MEETING

- 17.1 A Special General Meeting of WPSWP shall be called:
 - 17.1.1 by the The Executive Committee for whatever purpose they deem necessary;
 - 17.1.2 on the request of at least 50% of member schools.
- 17.2 Only business specified in the notice of such a meeting shall be considered.
- 17.3 The Secretary shall provide all Executive Committee members and Member Associations with fourteen (14) days notice of a Special General Meeting, and of the business to be transacted.
- 17.4 The quorum at a Special General Meeting shall be 50% (fifty per centum) of those members entitled to vote.

18.0 REPRESENTATION AND VOTING POWERS

- 18.1 Each School shall be represented at General Meetings, whether Annual or Special, by a minimum of one delegate. Only one delegate will have a vote.
- 18.2 In the case of election of The Executive Committee, voting will be conducted by secret ballot, and the customary practices associated therewith.
- 18.3 A simple majority of votes shall be sufficient and legally valid to elect or declare the nomination of any individual member to office.
- 18.4 A two-thirds majority of votes shall be sufficient and legally valid to amend Articles of Constitution of WPSWP.
- 18.5 A declaration by the person presiding the meeting or electoral officer (in the case of elections) of the result of a secret ballot shall be conclusive.
- 18.6 Executive Committee members shall not act as representatives of any Member School.
- 18.7 Voting powers are allocated as follows:
 - 18.7.1 Executive Members: 1 vote each
 - 18.7.2 Schools: 1 vote each

19.0 COLOURS AND EMBLEMS

- 19.1 The colours of WPSWP shall be Royal Blue and White
- 19.2 The emblem of WPSWP as awarded shall be the Disa
- 19.2 The emblem and colours may be changed from time to time

20.0 AMENDMENTS TO THE CONSTITUTION

20.1 This Constitution may be amended, rescinded or altered at any Annual or Special General meeting of WPSWP provided that:

20.1.1 Fourteen (14) days notice is given to all The Executive Committee and Member Schools;

20.1.2 such notice contains the nature and grounds for the amendment;

20.1.3 the said amendment is passed by a majority of two thirds of those present and entitled to vote at said meeting;

20.2 In the event of any dispute over the meaning of any word, phrase or section of this Constitution, the interpretation of the Chairperson in consultation with The Executive Committee shall be final and binding.

21.0 DISSOLUTION

21.1 WPSWP may be dissolved if at least two-thirds of its members present and voting at a General Meeting of members convened for the purpose of considering such a matter are in favour of dissolution.

21.2 Not less than thirty (30) days notice shall be given of such meeting and the notice convening the meeting shall clearly state that the question of dissolution of WPSWP and disposal of its assets will be considered. If there is no quorum at such a meeting, the meeting shall stand adjourned for not less than one week and thereafter the members attending such a meeting shall constitute a quorum.

21.3 If upon dissolution of WPSWP there remain any assets whatsoever after the satisfaction of its debts and liabilities, such assets shall not be paid to or distributed among members of WPSWP, but shall be given to such other organisation/s preferably having similar objectives and which is/are authorised in terms of the Fund Raising Act, 1978, to collect contributions as may be decided by either the members at the General Meeting at which it was decided to dissolve WPSWP or, in default of such decision, by the Financial Manager.
