

# **WESTERN PROVINCE KLAWERJAS ASSOCIATION**

**ESTABLISHED 2005**

**AFFILIATED TO SOUTH AFRICAN KLAWERJAS BOARD OF CONTROL**



## **CONSTITUTION**

**UPDATED JUNE 2016**

**INDEX**

- 1. NAME**
- 2. STATUS**
- 3. COLOURS**
- 4. OBJECTIVES**
- 5. MEMBERSHIP**
- 6. AFFILIATION**
- 7. JURISDICTION OVER MEMBERS, CLUBS AND AFFILIATES**
- 8. EXECUTIVE COMMITTEE (EXCO)**
- 9. MOTION OF NO CONFIDENCE**
- 10. ANNUAL GENERAL MEETING (AGM)**
- 11. GENERAL MEETINGS**
- 12. SPECIAL MEETINGS**
- 13. DEVELOPMENT MEETINGS**
- 14. REPRESENTATION AT MEETINGS**
- 15. QUORUMS**
- 16. MEETING PROCEDURE**
- 17. COMMITTEES**
- 18. VOTING POWERS**
- 19. FINANCE**
- 20. REPRESENTATIVE TEAMS/PERSONS**
- 21. REVIEW AND RESCIND**
- 22. MISCONDUCT**
- 23. REGISTRATION AND TRANSFERS**
- 24. AMENDMENTS TO THE CONSTITUTION**
- 25. EXTRAORDINARY POWERS**
- 26. LOCUS STANDI**
- 27. COMPETITIONS**
- 28. TROPHIES**
- 29. HONORARIUMS**
- 30. DISSOLUTION**
- 31. ARBITRATION**

## **1. NAME**

The name of the organization shall be the Western Province Klawerjas Association (WPKA), hereafter referred to as the Association.

## **2. STATUS**

The Association shall be a legal entity distinct from its members and shall enjoy such rights and bear such obligations as are allowed by law in respect of organisations of this nature.

2.1 These shall include the right to enter into agreements in its own name, the right to open and conduct business in respect of accounts with financial institutions, the right to sue or be sued, the right to acquire, hold or dispose of assets whether movable or immovable, and the right to make by-laws regulating the sport throughout the Association's area of jurisdiction; unless it resolves to dissolve itself as provided elsewhere in this constitution.

2.2 The income and property of the Association shall be used solely for the promotion of its stated objectives. The office bearers and members of the Association shall have no rights to the property and other assets of the Association solely by virtue of them being office bearers or members. No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person or to any member of the Association or Executive Committee, except as:

2.2.1 Reimbursement of actual costs or expenses reasonably incurred on behalf of the Association;  
2.2.2 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which has objectives similar to the objectives of the Association.

2.3. The Association shall adopt and be bound by the laws of klawerjas duly promulgated by laws of SAKBOC, responsible for promulgating and interpreting the rules of klawerjas.

## **3. COLOURS**

3.1 The official colours of the Association shall be a royal blue blazer, grey trousers and skirts and white shirt. The tie and badge shall be blue with the letters "WPKA" and the Disa as its logo.

3.2 Colours shall mean a badge and tie.

3.3 Any member selected to do duty for the Association will be awarded colours. Should such member withdraw for whatever reason prior to representing the Association, then such member shall forfeit his/her right to such colours.

3.4 Any elected official serving the Association will be awarded full colours which shall only be awarded once to any member qualifying there for.

## **4. OBJECTIVES**

4.1 As an amateur body the objectives of the Association shall be:

4.1.1 To act as controlling and co-ordinating body for all districts/unions and their members within its area of jurisdiction and to provide facilities for the playing of klawerjas matches and the training and coaching of players and members.

4.1.2 To encourage and develop high standards of administration, discipline, playing and refereeing throughout the Association's area.

4.1.3 To pursue a policy of non-racialism and to commit the members of the Association to a programme of development and upliftment of klawerjas and thereby oppose and prevent any practice of discrimination on the grounds of race, skin colour, religion, custom or language.

4.1.4 To affiliate to the ruling body of klawerjas viz. SAKBOC.

4.1.5 To promote and control klawerjas through the provision of organised competitions for its members.

4.1.6 To arrange for, grant and contribute towards the provision of trophies, awards and distinctions.

4.1.7 To select players and officials to represent the Association at regional level.

4.1.8 To appoint such subordinate bodies and to grant them such powers as the Association may consider necessary and conducive to the better carrying out of all or any of the objectives of the Association, with the power at any time to revoke, alter or amend such appointments and powers.

4.1.9 To make rules, regulations and by-laws relating to the playing and administration of klawerjas and matters affecting the playing and administration of klawerjas.

4.1.10 To raise and administer funds for the purpose of effecting its various objectives.

4.1.11 To take such action as may otherwise be directly or indirectly required to promote or achieve the above objectives of the Association.

## **5. MEMBERSHIP**

5.1 The Association shall comprise of:

- (a) Affiliated districts/unions within the Association's area
- (b) Life members.

5.2 Membership of the Association will be open to all districts/unions who must also be affiliated to SAKBOC.

5.3 The Association reserves the right to accept or reject any application for membership giving reasons there for.

5.4 Any member, club or district/union who seriously and persistently fails to maintain the objectives and policy of the Association may be suspended or expelled from the organisation after such member, club or district/union have been given the opportunity to show cause why such action should not be implemented.

5.5 Barring life members, the continuation of the membership of any affiliated district/union is dependent upon payment of the annual subscriptions, which are fixed at the AGM.

5.6 The honour of Life Membership may be bestowed on persons who have served the Association for ten (10) consecutive years. Such application must be submitted by the respective districts/unions with motivation.

5.7 Officials or members cannot be held personally liable for any loss suffered by any person as a result of an act or omission that occurs in good faith whilst such official or member is performing duties for or on behalf of the Association.

## **6. AFFILIATION**

6.1 Any district/union within the Association's area shall be eligible for affiliation provided that the following information is submitted viz. Name, colours, badge, constitution as well as any documentation that the Association may require from time to time. Such district/union will not be allowed affiliation if another district/union has the same or similar name, colours or badge.

6.2 All applications for membership shall be scrutinised by the exco and decided upon by the General Council at the AGM.

6.3 Applications for affiliation shall be lodged with the Secretary twenty-one (21) days before the AGM or Special/General Meeting where a two-third (2/3) majority vote of those present is required.

6.4 Applicants shall furnish the following:

Names, addresses and contact numbers of all officials

A copy of its constitution

Total number of members

Playing venue

6.5 An application fee which shall be refunded should the application be rejected, or retained if accepted, shall accompany all applications.

6.6 Successful applicants shall accept without reservation the constitution of the Association.

## **7. JURISDICTION OVER MEMBERS, CLUBS AND AFFILIATES**

7.1 The Association shall have full authority over any member, club or affiliate participating in or attending any of its organised competitions or functions.

7.2 Affiliates shall have the right to organise their domestic competitions in whatever format as it may deem appropriate.

7.3 Such competition must be authorised and sanctioned by the Association on condition that the following information has been duly submitted in writing prior to the proposed date:

(a) Date and venue

(b) Entry fee

(c) Amount of prize money

(d) Rules and format.

7.4 Districts/unions who are not in good financial standing with the Association shall not be allowed to enter any teams in any competition organised by the Association or by SAKBOC nor be allowed to vote in any WPKA meeting.

## **8. EXECUTIVE COMMITTEE (EXCO)**

8.1 The exco shall serve a two (2) year term of office. Upon expiry of that term, current members thereof shall be eligible for re-election provided that they are registered members of an affiliate of the Association.

8.2 Any person nominated as a candidate for elections to the exco shall submit in writing the position for nomination to the Secretary.

8.3 The exco of the Association shall comprise of:

- (a) Chairperson
- (b) Vice-Chairperson
- (c) Secretary
- (d) Assistant Secretary
- (e) Treasurer
- (d) Match and Registration Secretary (M&R)/ Trustee
- (f) Development Officer
- (g) Refereeing Officer

8.4 The exco shall meet as and when it considers necessary, or at least once a month. The quorum for meetings of the exco shall be six (6) members. Resolutions shall be decided by a simple majority of members present.

8.5 In the event of a quorum not being present within half an hour of the appointed time for the meeting, the meeting shall stand adjourned until one week later and those members present shall form a quorum irrespective of their number.

8.6 In the event of a tie when voting, the Chairperson shall have a casting vote in addition to his/her deliberate vote.

8.7 Should a member of the exco fail to attend three consecutive meetings without having obtained leave of absence, then such member shall be deemed to have vacated his/her position.

8.8. A member of the exco may be removed from office by a vote of not less than two-thirds (2/3) of those present and entitled to vote at a General Meeting of the Association under the following circumstances:

- (a) If he/she undermines the authority of the Association in any way.
- (b) If he/she refuses/fails to carry out his/her duties in such a manner which can reasonably be expected of him/her and such refusal/failure continues for seven (7) days after such member has received written notice requiring him/her to execute such duties.
- (c) On account of misconduct.

8.9 If any member of the exco were removed from office prior to the expiration of his/her term of office, a successor shall be elected from the membership of the Association to serve for the remainder of the term.

8.10 Any exco member vacating his/her post shall return all the assets of the Association in his/her possession immediately.

8.11 Exco members absenting themselves from any meeting without obtaining leave of absence shall be fined R50.00 per offence.

8.12 The outgoing Treasurer shall produce all bank statements, bank account and receipt books as well as any cash money in his/her possession and an Auditor's Report prior to termination of service and a new Treasurer taking over the portfolio.

8.13 The Chairperson shall be the Trustee-in-Chief with the exco having the ability to:

- (a) Lay down any procedure for the conduct of its business or the execution of its duties or

functions provided that no such rule or procedure shall be in conflict with this constitution or transgress any law of the country.

(b) Delegate any of its powers which may in law be delegated to sub-committees or ad hoc committees established from time to time for a specific purpose and for a specific period of time which members need not be members of the exco. Said committees shall conform to any instructions/restrictions given or imposed by the exco or General Council.

(c) Exercise any power or carry out any duty imposed upon it by the Association or in terms of its by-laws.

(d) Hire or otherwise procure such premises as may be necessary to serve as the administrative headquarters of the Association, from which all the business and affairs of the Association shall be conducted as well as to employ on a full/part time basis such persons as are necessary to manage the affairs of the Association.

(e) Act on behalf of the Association in any matter requiring urgent attention or action with a detailed report pertaining to said action at the next meeting of the Association.

(f) Deal with all cases designated to it by the General Council as well as all urgent matters in the absence of the General Council.

(g) Deal with all appeals on constitutional matters.

(h) Submit monthly reports to the Association in regard to all matters dealt by it.

(i) Conduct the financial transactions of the Association by means of a banking account and to authorise/effect payment of amounts not exceeding such limits as shall be fixed by the Association from time to time.

8.14 The following duties of the exco shall be:

#### **8.14.1 CHAIRPERSON**

(a) To preside at all meetings at which he/she is present.

(b) Enforce observance of the constitution.

(c) Sign minutes after confirmation.

(d) Endorse all accounts for payment after approval by the General Council.

(e) Exercise supervision over the affairs of the Association.

#### **8.14.2 VICE-CHAIRPERSON**

(a) Assist the Chairperson in the execution of his/her duties.

(b) Perform the function of the Chairperson in his/her absence.

#### **8.14.3 SECRETARY**

(a) Keep thorough and complete minutes of all proceedings at all meetings.

(b) Carry out such instructions as may be issued from time to time by the Chairperson or in his/her absence that of the vice-Chairperson.

(c) Conduct all correspondence and read such correspondence at General Meetings.

(d) Serve notice on affiliated districts of meetings to be held.

(e) Be responsible for all public duties, the circulation of newsletters/press releases and shall liaise with the exco on any matters pertaining to these duties.

#### **8.14.4 ASSISTANT SECRETARY**

(a) Shall assist the Secretary in his/her duties and shall substitute for the Secretary when/wherever such a situation arises.

(b) Record the events and proceedings of all meetings. In the absence of the Assistant Secretary the meeting shall appoint someone to do such.

#### **8.14.5 TREASURER**

- (a) Be responsible for all the financial affairs of the Association.
- (b) Institute proper books of account that shall be audited annually by a qualified Accountant and present such audited statements for approval at the AGM.
- (c) Present an income and expenditure account for approval by the General Council at each General Meeting.
- (d) Deposit all monies, cheques and postal orders received within seven (7) days of receipt in a banking account approved by the Association. Wherever possible, money collected in a month must be banked in the same month.
- (e) Be required to forward to all districts/unions a detailed monthly statement of account that should reach districts/unions no later than fourteen (14) days after a monthly meeting.

#### **8.14.6 MATCH AND REGISTRATION SECRETARIAT/TRUSTEE**

- (a) Shall comprise of the M&R and an assistant.
- (b) Keep an accurate record of matches played and shall be responsible for the compilation and publication of a ranking list.
- (c) Be responsible for statistics of matches to the Association.
- (d) Submit logs at each monthly meeting, playing days and at the completion of the season.
- (e) Report complaints, defaults or any other irregularities to the Association for its consideration and decision.
- (f) Act in all cases of emergency pertaining to fixtures and match play other than 8.14.6 (e) above.
- (g) Be in sole charge of all competitions of the Association.
- (h) Keep a complete register of all members as submitted by its affiliates.
- (i) Be responsible for all assets, other than financial assets of the Association and shall submit a complete inventory of such at the AGM.
- (j) Perform such duties as may be directed from time to time by the exco and/or General Council.

#### **8.14.8 DEVELOPMENT OFFICER**

- (a) Plan, promote and develop the game at all levels, both internally and externally.
- (b) Plan, convene, conduct and attend Development Meetings and workshops organised by SAKBOC and the Department of Sport and Culture.
- (c) Inform all districts/unions well in advance to when such activities are being convened.
- (d) Submit a full written report at the Association's meeting immediately subsequent to such activities which shall include all receipts for expenditure incurred and income accrued.
- (e) Be responsible for all written reports and forms as required by the Department of Sport and Culture.

#### **8.14.9 REFEREEING OFFICER**

- (a) Officiate at games and ensure that match rules are followed and enforced.
- (b) Monitor games for any irregularities including the use of signs/indications by players and deliver judgment thereon.
- (c) Ensure that matches are started and ended at stipulated times, including starting and ending of intervals.
- (d) Consult with M&R's with regard to log statistics and players details.



- (e) Settle any disputes that might arise from matches with regard to the counting of scores and roemtes.
- (f) Ensure that fair match practices are followed and encouraged.
- (g) Ensure that playing venues are suitable and that sufficient tables and seating is available as well as ensuring that adequate facilities are available in the event of members requiring first aid.
- (h) Train and instruct members on various levels in the mechanics of the game.
- (i) Provide a suitable venue for such training and monitor participants attending such courses of instruction as well as keep thorough and complete records thereof.
- (j) A referee's decision is final and shall not be questioned on the field of play. Any dispute should be noted on the score sheet, which dispute shall be handled at a sitting of the PME committee and either ratified or vetoed on an ad hoc basis.
- (k) Be clearly identified which shall be distinct from players and managers.
- (l) Scrutinise all decks of cards prior to the commencement of games.
- (m) Referees shall at all times be neutral and impartial when officiating at games and delivering judgment on matches being played.

## **9. MOTION OF NO CONFIDENCE**

- (a) A motion of no confidence tabled against any official/s must be furnished in writing with full motivation attached thereto.
- (b) The motion shall be discussed and on conclusion of the discussion, a seconder shall be required for the motion to continue. Should the motion not have a seconder, such motion shall be dismissed.
- (c) In the event that the motion is seconded, a vote shall be required from those present with a two-third (2/3) majority needed for the motion to be upheld.

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

The AGM shall be convened on a date and venue decided on by the Association.

10.2 The Secretary shall notify all districts/unions fourteen (14) days prior to the date of the meeting.

10.3 The quorum at the AGM shall be an immediate majority, which is one (1) more than half of the affiliated districts/unions of the Association plus six (6) officials.

10.4 The Agenda at the AGM shall be:

Welcome

To read and accept credentials and renewals of membership

To consider applications for new membership

To read and confirm the minute of the previous meeting and deal with any matters arising there from

Correspondence

Chairperson's Address

To read, adopt and discuss the Secretary's Report

To read, adopt and discuss the Treasurer's Report, the audited financial statement and other financial matters

To read, adopt and discuss the M&R Report

To read, adopt and discuss the Trustees Report

To read, adopt and discuss the Development Officer's Report

To read, adopt and discuss the Refereeing Officer's Report

To consider Honoraria

To consider any amendments/alterations/additions to the constitution and playing rules

Election of officials

Election of delegates to attend SAKBOC obligations

To consider any other business of which due notice has been given at the beginning of the meeting

## **11. GENERAL MEETINGS**

11.1 General Meetings shall be held quarterly unless otherwise decided by the General Council. The Secretary shall notify all districts/unions within seven (7) days after every General Meeting outlining the nature of the meeting.

11.2 All transactions between the districts/unions and the Association shall be in writing addressed to the Secretary. No correspondence shall be accepted unless it bears an official stamp or receipt thereof is on an official letterhead.

11.3 No exco member is allowed to speak for his/her district/union unless permission is granted by the General Council.

## **12. SPECIAL MEETINGS**

12.1 The Secretary shall on instruction by the Chairperson or exco arrange such meetings and notify all districts/unions accordingly.

12.2 The only matters to be discussed and voted upon at such meetings shall be those pertaining to the items as set out on the agenda for such meetings. The meeting shall not be competent to deal with/entertain any other matter.

## **13. DEVELOPMENT MEETINGS**

13.1 Districts/unions absent from Development Meetings shall be fined R50.00.

## **14. REPRESENTATION AT MEETINGS**

14.1 Each district/union shall be represented by two (2) accredited delegates at the General/Special Meeting and a maximum of five (5) delegates at the AGM, failing which, such district/union shall be fined a sum of R50.00 per delegate not attending. Non-attendance shall result in a fine of R100.00.

14.2 Any district/union not represented at two (2) consecutive meetings of the Association shall be suspended and shall not participate in any activities of the Association until such time that they have been cleared by the exco.

14.3 All delegates shall be properly attired in club colours/uniform with members of the exco being attired in official WPKA uniform.

14.4 Apologies shall be accepted on the grounds of merit only. The fine as constituted shall be imposed.

14.5 In the event of an affiliated district/union not applying for re-registration at the AGM shall cease to exist as an affiliated member of the Association.

14.6 Any registered member wishing to attend a meeting may apply for observer status via his/her district/union in writing, which will be confined to that of observer only. Observers attending any of the Association's AGM shall be eligible for election.

## **15. QUORUMS**

15.1 The quorum at all General Meetings shall be two-thirds (2/3) of affiliated districts/unions and six (6) officials.

15.2 The quorum at Special Meetings shall be fifty-one (51%) of the affiliated districts/unions and five (5) officials.

## **16. MEETING PROCEDURE**

16.1 The power to maintain order shall rest with the Chairperson. No member shall have the right to question the decision of the Chairperson in this regard.

16.2 Any member wishing to speak at a meeting shall raise his/her hand and when called on by the Chairperson shall address the chair. Only one delegate shall be allowed to speak at a time.

16.3 If two or more members raise their hands simultaneously, the Chairperson shall call upon the member who first caught his/her eye.

16.4 No one shall interrupt unless an appeal to a Point of Order has been made to the Chairperson, which shall take precedence over all other business. An explanation or contradiction shall not constitute a Point of Order.

16.5 If, in the opinion of the Chairperson, a meeting has become unduly disorderly, he/she may adjourn the meeting for such a period as he/she thinks fit.

## **17. COMMITTEES**

17.1 The Association shall, as the need arises, appoint/elect at any of its meetings, a sub-committee and may be required to deal with any such business as may be entrusted to it and its functions/terms of references shall be defined by the General/exco Councils.

17.2 The convenors of such committees shall submit reports to the Association on their findings/work done and within the timeframe as stipulated by the Association.

17.3 Any member serving on such committees who fails to fulfil its duties shall be subject to disciplinary action taken against them.

17.4 The Chairperson and Secretary can act *ex-officio* on such appointed/elected committees.

17.5 The Selection Committee shall consist of the M&R and three (3) selectors who shall be elected at the AGM. The M&R shall be the convenor of such committee.

## **18. VOTING POWERS**

18.1 Each district/union shall have a minimum of three delegates (3) and each shall be allowed one (1) vote. Alternative delegates will be allowed to vote in the absence of the registered delegate/s.

18.2 Officials shall have one (1) vote each.

18.3 Voting by proxy shall not be allowed.

18.4 A motion may only be carried if the majority of members voting in the meeting are in favour of the motion. Majority means one (1) more than half of the total votes.

18.5 In the event of a tie in voting, the Chairperson shall have the casting vote.

## **19. FINANCE**

19.1 Each district/union shall pay an annual registration fee as decided at the AGM of which a minimum of R150.00 is payable at the AGM, where it shall be decided when the balance shall be paid.

19.2 All payments must be made to the Treasurer at meetings. Cheques, electronic transfers and postal orders must be made payable to the Western Province Klawerjas Association and cheques must be crossed.

19.3 All expenditure in excess of five hundred rand (R500.00) shall receive prior sanction of the General/exco bodies before it is incurred with all accounts submitted to the General Meeting.

19.4 Each district/union shall contribute an amount as agreed upon by the General Meeting/AGM toward the hosting of the Challenge Cup and the Western Cape Knock-Out Champs competition.

19.5 All surplus monies shall be invested as authorised by the Association.

19.6 The financial year of the Association shall close on 31 December each year.

19.7 All districts/unions shall reap the benefits of the profits on the basis of their support for the function/project and their good standing.

19.8 The signatories for withdrawal of funds shall be the Treasurer and any exco member, with the Treasurer being the first signatory.

19.9 The full travelling, accommodation and meal expenses of all persons/teams travelling on business of the Association as instructed by the General Council, shall be settled by the Association.

19.10 All records, books and documents of the Association shall be made available for inspection by the exco or any district/union at such time and place as may be specified in writing.

## **20. REPRESENTATIVE TEAMS/PERSONS**

20.1 The publication of representative teams and their respective managers shall be made after such selected teams have been submitted to the exco for ratification.

20.2 Delegates to represent the Association at SAKBOC meetings shall be elected at the AGM.

20.3 All teams/persons representing the Association shall be subject to the disciplinary code of the Association.

20.4 Members or officials cannot be held liable for any obligations and/or liabilities incurred while performing the business of the Association as instructed.

## **21. REVIEW AND RESCIND**

21.1 Notice to review and rescind any decision/ruling of the Association may be made verbally at the meeting where the decision/ruling is taken. Such verbal notice will have the effect of suspending the decision taken or ruling made until such time as the matter has been dealt with.

21.2 Such verbal notice must be followed by a written notice within fourteen (14) days, failing which, such notice shall lapse and the decision/ruling shall immediately come into effect.

21.3 The resolution calling for the review and rescinding of any decision/ruling shall be considered at the next meeting of the Association. If two-thirds (2/3) of those present at the meeting vote in favour of the rescission then the decision/ruling shall be considered rescinded, failing which such decision shall stand.

21.4 No decision/resolution may be called in to be reviewed more than once during any season.

## **22. MISCONDUCT**

22.1 The Association shall have the authority to suspend from its activities any district/union, club or member or to impose a fine for any flagrant and wilful act that is calculated to impede or obstruct the Association in the discharge of its duties, or for any misconduct of any nature whatsoever.

22.2 The Association shall be competent to suspend/fine any district/union, club or member of such district/union or club at its General or Special Meeting, after such district/union, club or member having been granted the opportunity to show why such disciplinary action should not be taken.

22.2.1 Members bringing their Unions and WPKA into disrepute must be reported and will be dealt with severely and might affect their participation at SAKBOC level.

22.2.2 The illegal use of banned substances will result in immediate suspension.

22.3 The period of suspension shall stand once it has been stipulated at the time of the suspension.

22.4 The district/union, club or member so suspended/expelled will have the right to appeal.

22.5 Should any affiliated district/union suspend/expel any club or member, that district/union shall immediately inform the Association in writing thereof.

22.6 Such club or member shall have the right to appeal to the Association.

22.7 A complaint alleging contravention of the rules of the game, a breach of the constitution or a person conducting him/herself in an improper, dishonest or disgraceful manner shall be dealt with by a Disciplinary Tribunal who will be appointed by the exco or General Council.

22.8 Such complaint shall be submitted in writing to the Secretary.

22.9 A fair opportunity for a hearing shall be granted to the member who shall present his/her case to the tribunal who may be represented by a fellow member of the Association.

22.10 The member shall be granted seven (7) days notice of a disciplinary hearing which shall be set out with sufficient detail the facts upon which the complaint is based.

22.11 The Chairperson of the Disciplinary Tribunal shall lead evidence on behalf of the complainant.

22.12 If the member is found guilty the judgment shall be in writing and an appropriate sanction will be imposed viz. A written warning; fine; suspension from any activity of the Association; suspension or expulsion.

22.13 The member will have the right to appeal, which has to be in writing, to the exco which shall be made within seven (7) days after the judgment has been handed down.

22.14 All members of the exco who did not serve on the Disciplinary Tribunal shall serve on the Appeal Tribunal.

22.15 Any appeal, with supporting evidence, shall be lodged in writing within twenty-one (21) days which will have a fee of R100.00 attached to it.

22.16 Should the appeal be rejected the member will be regarded as having been suspended or expelled by the Association and if the appeal is upheld the Association shall order the reinstatement of the member.

## **23. REGISTRATIONS AND TRANSFERS**

23.1 Any registered member wishing to transfer from club/district/union/region must obtain the necessary clearance certificate from said club/district/union/region.

23.2 No member shall be allowed to transfer from one district/union to another during one season unless for demographic reasons viz. Relocation.

23.3 Player movement, from union-to-union, during the year, after one game has been played, will be left to the discretion of the unions involved. However, such player/s will not be allowed to participate in any WPKA competitions for that year and/or SAKBOC competitions.

23.4 Districts/unions shall register their clubs and members at the AGM.

## **24. AMENDMENTS TO THE CONSTITUTION**

24.1 Any district/union may move an amendment/addition/deletion to this constitution provided that such notice of motion has been forwarded to the Secretary in writing twenty-one (21) days before the AGM.

24.2 No amendments shall be made to the constitution unless the proposed amendment has been included in the notice convening the AGM and is carried by a two-thirds (2/3) majority.

24.3 Any changes to the constitution may only be done at the AGM.

## **25. EXTRAORDINARY POWERS**

25.1 The Association shall have full authority to govern its internal affairs and to regulate its relationship with other organisations.

25.2 The silence of this constitution on general as well as specific matters relating to the organisation of competition, the authority of the Association over its affiliated districts/unions, clubs, members or the relationship between the Association and SAKBOC shall not be construed to mean that the authority of the Association in these matters is diminished in any way.

## **26. LOCUS STANDI**

26.1 The Association shall be a body corporate and shall be entitled to sue and be sued in any competent court of law in its own name.

26.2 The Association shall exist in its own right, separately from its members and shall continue to exist when its membership and officials change.

26.3 The Association shall be able to own property and other possessions which cannot be distributed to its members or officials.

26.4 Members or officials cannot be held liable for any obligations and liabilities of the Association by virtue of their status as members or officials.

26.5 No legal action shall be commenced for and on behalf of the Association unless prior resolution of the General Council had authorised such proceedings where such members shall be named to represent the Association.

26.6 *Domicilium Citande Et Executandi* of the Association shall be the permanent address of the Secretary and no legal process shall be considered to have been properly served unless effected at the said address.

## **27. COMPETITIONS**

27.1 Each district/union shall provide a minimum of two (2) referees.

27.2 All games shall be played according to SAKBOC rules.

27.3 All competitions will be run by WP.

27.4 Dress code shall be union/club colours with grey trousers, white shirt and union/club tie. No sport shoes and jeans will be allowed. Any player who fails to comply will not be allowed to participate.

27.5 Clubs who qualify for participation in WP competitions and does not fulfil their fixture/s shall be suspended from participating in any WP competitions and WP sanctioned competitions for a period of two years, even if they qualify to play the following year.

## **27.6 CHALLENGE CUP**

27.6.1 Shall take place on an annual basis during the period June – August or at any time as the exco shall decide, depending on how the circumstances or conditions changes the course of this event.

27.6.2 Players who have played board in the last year are not eligible to participate in this series.

27.6.3 The first league game shall be between the "A" and "B" teams of a district/union with Board and Table scores taken into account.

27.6.4 Teams shall consist of eleven (11) players plus a manager.

27.6.5 The format shall be a round robin basis and the winner shall be determined by the system of averages.

27.6.6 The duration of matches can vary from two hours (2 hours) – two hours and thirty minutes (2 hours 30 mins) depending on the amount of districts/unions competing.

## **27.7 WESTERN CAPE KNOCK-OUT CHAMPS**

27.6.1 Shall take place during the month of October after all domestic competitions and/or Knock-Out semi-finals, prior to the SAKBOC Champ of Champs competition.

27.6.2 The competition shall be played on a knock-out basis with the domestic final of the respective districts/unions being played first.

27.6.3 Winners of the domestic finals will play in the Winners Section and the losers will play in the Plate Section.

## **27.8 PREMIER LEAGUE**

27.8.1 The Premier League shall be open to any team not already qualified to participate in the Super League.

27.8.2 The format shall be a round robin within groups or however the executive decides based on the number of participating teams.

27.8.3 There will be 4 trophies played for in the competition, namely; Cup, Plate, Bowl & Shield.

## **27.9 SUPER LEAGUE**

27.9.1 The Super League shall be contested by the top 4 teams of each union based on the previous season's results.

27.9.2 The format shall be a round robin within 4 groups and each unit's league winner shall occupy the number 1 seed in each of 4 different groups.

27.9.3 There will be 4 trophies played for in the competition, namely; Cup, Plate, Bowl & Shield.

## **27.10 INTER-UNION TOURNAMENT**

27.10.1 The Inter-Union tournament shall be contested by at least two teams of each Unit.

27.10.2 The format shall be a Knock-out and a League over 2 divisions.

27.10.3 The team winning the League in the 2nd Division shall win promotion to the 1st Division and the team who end last in the 1st Division League shall be demoted to the 2nd division.

27.10.4 The winner in each division shall be determined by the system of averages.

## **27.11 OPEN DOUBLES COMPETITION**

27.11.1 This competition shall be played at the start of the season and shall be open to any natural person.

27.11.2 The format of the competition shall be decided upon by the executive based on the number of participating partnerships.



27.11.3 The competition seeks to promote the game of Klawerjas and if there is a novice section, no registered player shall be allowed to play there.

## **28. TROPHIES**

28.1 All trophies shall remain as nominated by the donors and shall remain the property of the Association.

28.2 All recipients of trophies shall be responsible for the condition and safe keeping thereof. Should any repairs or replacements of damaged trophies be effected, such recipient shall bear the cost attached there to.

28.3 Except where otherwise stated, all trophies shall be held by the winning team/player and must be returned at the corresponding competitions the following year but no later than the end of September.

## **29. HONORARIUMS**

29.1 Honorariums shall be awarded to officials who have served the Association for the full term with an amount to be determined at the AGM. Officials must attend at least seventy-five (75%) per cent of meetings (i.e. general and executive) to qualify.

29.2 Such amounts shall be paid at the AGM and shall increase by ten (10%) percent annually.

## **30. DISSOLUTION**

30.1 In the event of dissolution and after payment of all debts of the Association, any remaining assets shall not be divided amongst members, but shall be transferred to another body/bodies with similar objectives, as agreed upon by the members as part of the resolution to dissolve.

30.2 A Special Meeting for the purpose to dissolve may be called by a district/union in good standing with the Association, with sixty (60) days notice and must be approved by the exco.

## **31. ARBITRATION**

ARBITRATION RULES OF THE SPORTS DISPUTE RESOLUTION FORUM OF THE WESTERN CAPE PROVINCIAL GOVERNMENT

### **INITIATING ARBITRATION**

Any party to a dispute (Claimant) shall initiate arbitration proceedings by addressing a written communication to such other parties as may be involved in such a dispute (Defendant/Defendants) setting out briefly the nature of the dispute.

The parties shall meet within 5 (five) days of the Claimant initiating proceedings in an endeavour to settle the dispute amicably.

Unless all parties to the dispute agree to the contrary, the meeting referred to in paragraph 2 above shall be chaired by a mediator mutually agreed upon between the parties or, if no mediator is agreed upon, by mediator appointed by the Sports ADR Forum of the Western Cape Provincial Government ("the Forum").

The mediation meeting referred to in paragraph 2 above shall be conducted on a without prejudice basis, informally, and at a venue and time mutually agreed upon.

If all parties to the dispute agree thereto, the initial mediation meeting may be postponed to or continued at a later date.

### **APPOINTING THE ARBITRATOR**

In the event of the matter not being settled under Rule 1 or should the parties agree not to submit their dispute to mediation under Rule 1, the parties shall appoint as an arbitrator a person mutually agreed upon. Failing such agreement, the Arbitrator shall be appointed by the Chairman for the time being of the Forum who shall:

If the matter under dispute is primarily a legal matter, appoint as a mediator an attorney or counsel who has been in practise for not less than five years;

If the dispute concerns mainly a matter of sports administration, appoint as an Arbitrator someone with suitable experience in the administration of the sport in question.

Before the matter is taken any further the Claimant shall pay to the Forum the minimum prescribed administration fee.

If the Arbitrator agreed upon, or appointed as per Rule 2.1 above, is unable or unwilling to so act then the Forum shall within 3 (three) days of being requested to do so appoint a replacement Arbitrator accredited by the Forum.

Except with the prior written consent of the parties, no person shall act as Arbitrator in any dispute in which that person has any financial or personal interest.

The Arbitrator shall be obliged to disclose to the parties any prior professional, business, personal or other relationship that he/she may have or may have had with either one of them.

The Arbitrator shall not be the mediator who conducted the mediation proceedings in terms of Rule 1, unless both parties request such mediator in writing to act as Arbitrator.

### **ARBITRATION PROCEEDINGS**

Within 7 (seven) days of the appointment of an Arbitrator the parties shall submit to the Arbitrator their outline of the issues in dispute, the facts material to such dispute on which they rely and the relief, if any, which they claim in such dispute.

Either party shall have the right, within 7 (seven) days of receiving the other party's outline of the dispute in terms of Rule 3.1 above, to respond in light of that.

After the exchange of documents in terms of Rule 3.1, the parties shall as expeditiously as possible attend a meeting chaired by the Arbitrator, to discuss the further determination of the matter and all procedural aspects relevant thereto.

No time limits shall be extended except by leave of the Arbitrator.

The arbitration shall take place on a date determined by the Arbitrator. The arbitration shall take place at the office of the Western Cape Provincial Government, or such other government office as may be available, which is nearest to the area where the parties are based. If there is no such office, the venue will be determined by the Arbitrator, having regard to issues of convenience and to the interests of the parties.

Documents may be delivered by hand, by telefax or sent by post. In the latter event, receipt of documents shall be deemed to have occurred 5 (five) days after posting.

No formal record of the proceedings shall be kept unless unanimously decided upon by the Arbitrator and the parties.

The parties shall co-operate fully with the Arbitrator.

The Arbitrator shall be entitled when making an award to rely on his/her own knowledge and/or experience of the related industry.

Wherever under these Rules the Arbitrator is given powers, such powers shall be exercised in the sole and absolute discretion of the Arbitrator.

Except where they conflict with the provisions of these Rules and/or procedures decided upon by the Arbitrator under these Rules, the provisions of the Arbitration Act of 1965 shall apply.

The arbitration shall be conducted expeditiously in order to minimise delay and with a view of minimising costs.

The Arbitrator shall in his discretion not necessarily be bound to the application of the normal rules of evidence in respect of the proceedings.

The Arbitrator may call for additional evidence and/or submissions in regard to issues in dispute.

The Arbitrator may proceed inquisitorially to ascertain the relevant facts and to this end may question any party or witness at any stage of the proceedings.

The Arbitrator shall conduct the arbitration proceedings in such manner as he deems fit, and shall make such rulings in relation to any procedural matter as he considers appropriate: provided that no such ruling may be in conflict with the express provision of any of these Rules.

Any of the parties to a dispute may, on not less than 24 hours notice to the other parties, approach the Arbitrator for an interim ruling on any procedural matter.

The Arbitrator shall, in respect of the dispute, be competent to make such order as may, in law, be made in relation to the issues in dispute: save that, except where the parties agreed to the contrary before the commencement of the arbitration hearing, no costs order may be made by the Arbitrator unless the Arbitrator is of the view that a party has, in the arbitration proceedings, acted in a frivolous or vexatious manner by initiating or defending the dispute in the arbitration proceedings or by such party's conduct during the arbitration proceedings. Before awarding any such costs the Arbitrator shall afford both parties an opportunity of addressing him on the question of whether such costs should be awarded.

### **SERVICE**

The notice referred to in Rule 1.1 and the written outline referred to in Rule 3.1 shall be served personally by each party at the home or principal place of business of each of the other parties, and such service shall be proved by an affidavit sworn by the person who effected such service. All other notices and documents in terms of this Rule shall be served personally, by fax or by registered post.

If service of the documentation required under Rule 1.1 and 3.1 cannot be effected in the manner referred to in Rule 4.1 above, the parties may approach the mediator appointed in terms of Rule 1.3 or the Arbitrator appointed in terms of Rule 2 for appropriate directions as to service.

### **CONFIDENTIALITY**

The proceedings shall be confidential. Neither the parties nor the Arbitrator shall disclose to third parties any information regarding the proceedings, the award, or settlement terms unless the parties otherwise agree in writing.

### **DEFAULT AND NON-COMPLIANCE**

In the event that the Arbitrator is of the opinion that any party to the arbitration has not co-operated fully and/or caused unnecessary and/or wilful delay or whose conduct merits same the Arbitrator shall be entitled to make any award of costs he/she deems fit.

Provided that there has been proper service of the documentation required by Rules 1.1 and 3.1 above, the arbitration can proceed in the absence of any party.

The Arbitrator shall be entitled to make a default award. [This rule falls away if the appeal rule as contained below is ultimately agreed to.]

An award made by the Arbitrator in terms of Rule 7 below shall not be subject to rescission by reason of the fact that such award was made in the absence of a party, unless such party is able to prove that service of the documentation referred to in Rule 1.1 and 3.1 above was not effected in the manner required by Rule 4.1. Should service not have been thus effected, an application for rescission may be brought by the party affected, on written notice to all other parties to the dispute, and on good cause shown.

### **AWARD**

The Arbitrator shall within 30 (thirty) days of the termination of the proceedings render a final and binding written award including interest and costs, without assigning reasons unless otherwise agreed and the award may be made an order of court in terms of Section 31 of the Arbitration Act of 1965.

In considering his/her award the Arbitrator may take into account any equitable factors that in his/her opinion are relevant to the making of the award.

The award shall be published either by hand delivery to the parties or by telefax or by post.

Notwithstanding the provision of this Rule, the Arbitrator shall be entitled to make such interim awards as he/she deems necessary.

### **APPEALS**

Any party aggrieved by the award of the Arbitrator may appeal against such award by delivering a notice of appeal within 7 days of receipt of the award.

The appeal shall be heard by an appeal panel consisting of 3 persons, who shall be appointed by the Forum.

The party wishing to prosecute an appeal shall, within 30 days of giving notice of the appeal and at such party's own cost, deliver a full and comprehensive record of the proceedings before the Arbitrator, and a copy of the Arbitrator's award, to the Forum and to each of the other parties to the arbitration.

The appeal shall be heard within 30 days of the delivery of such record.

The appeal tribunal shall, prior to the hearing of the appeal, be entitled to give such procedural directions as it deems appropriate, including directions as to the presentation of argument and the submission of written heads of argument. Such directions shall be furnished in writing to each party to the dispute.

The appeal tribunal shall be obliged to give its decision within 30 days of the hearing of the appeal.

The appeal tribunal may, in respect of the dispute, make the same orders as the Arbitrator is entitled to make in terms of Rule 3.18 above.

### **GENERAL**

A reference in these Rules to days means calendar days, including Saturdays, Sundays and public holidays.

The provision of these Rules shall not preclude the parties from approaching a Court having jurisdiction for urgent interdictory relief, where grounds exist for the seeking of such relief.

These Rules may from time to time be amended by the Forum.

The address of the Forum for all purposes arising from or connected to these Rules or arbitrations conducted in terms thereof, shall be:

The Forum may, from time to time, determine an administrative charge which shall be borne by the parties, in equal shares, in order to cover any staff, secretarial and administrative expenses incurred by the Forum in respect of the dispute in question.

This Constitution was approved and accepted by the districts/unions at the Annual General Meeting held on

08 April 2009 at the Grassy Park Hotel, Grassy Park

**AFFILIATED DISTRICTS/UNIONS**

**MITCHELL'S PLAIN KLAWERJAS ASSOCIATION**

**SOUTH PENINSULA KLAWERJAS ASSOCIATION**

**SOUTHERN SUBURBS KLAWERJAS ASSOCIATION**

**FALSE BAY KLAWERJAS UNION**

**JUNE 2016**