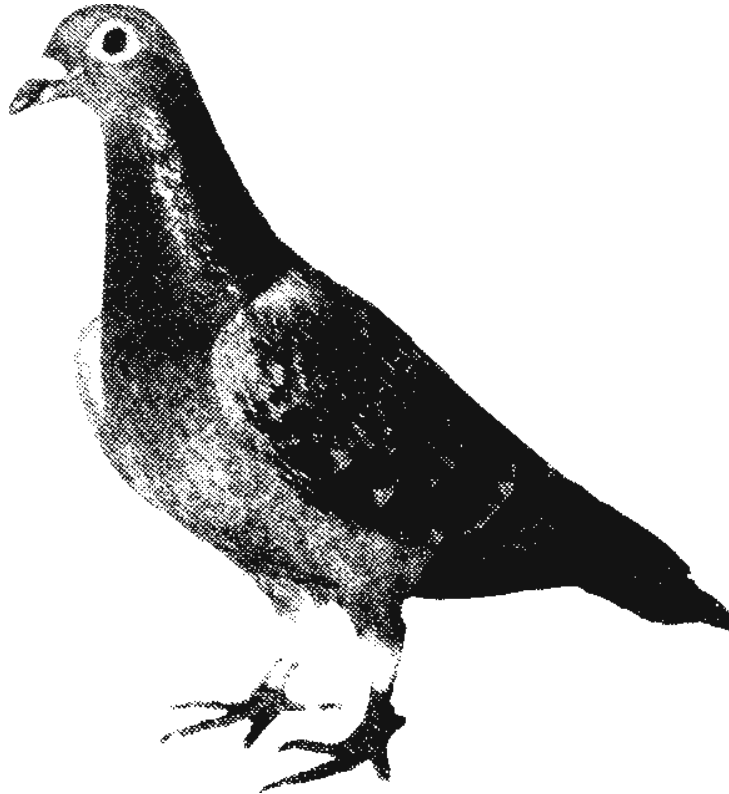


# DURBAN RACING PIGEON CLUB



(EST.1897)

## CONSTITUTION AND RULES

Updated: April 2004

## 1. NAME

The name of the Club shall be DURBAN RACING PIGEON CLUB, hereinafter referred to as the "Club".

## 2. OBJECTS

The objects for which the Club is formed are to:-

- a) Foster, promote, and stimulate the art of and interest in pigeon racing and showing of racing pigeons.
- b) promote sociability between Members of the Club and pigeon fanciers in general;
- c) prescribe entrance fees and subscriptions to be paid by Members, and the amounts thereof;
- d) appoint employees and determine their remuneration, and to dismiss them;
- e) arrange or promote pigeon races and allocate such funds of the Club as may be necessary for payment of the prizes in connection therewith;
- f) fix entrance fees for such races;
- g) purchase, lease or otherwise acquire such property both immovable and movable as may be required for the purposes of the Club;
- h) sell, mortgage, hypothecate, lease or otherwise dispose of the immovable and movable property of the Club;
- i) borrow such sums or sum of money as may be necessary for the Club as set out hereinafter;
- j) invest upon such security as may be deemed to be sufficient such funds of the Club as are not immediately required for the purpose of the operation of the Club;
- k) institute or defend proceedings at law;
- l) purchase or acquire supplies for supply to the Members of the Club;
- m) make such call or calls upon Members of the Club as may be necessary for the proper operation of the Club as set out hereinafter;
- n) make, amend or repeal the constitution and rules and regulations of the Club in accordance with the procedure as set out hereinafter;
- o) do all such other acts or things as are incidental or conducive to the aforementioned objects:

## 3. OFFICERS

The Officers of the club shall comprise Patron, President, Vice-president (who shall be recommended to the meeting by the committee by a two third majority); the Chairman, Vice-chairman, Members of the Management Committee (see clause 20), Secretary, Treasurer, Ring Registrar, Race Secretary, Basketing Supervisor, Clock Convenor, Velocity Calculator, Junior Supervisor, Clubhouse Manager and Auditor, who shall be elected at the Annual General Meeting.

### 4.1 MEMBERSHIP

- (a) The minimum number of Ordinary Members of the Club shall not consist of less than 35 members;
- (b) a full and comprehensive Register of Members, Honorary, Honorary Life Members, Temporary, Special, and Reciprocity Members shall be kept.

## 4.2 DESCRIPTION OF MEMBERSHIP

The Club shall be non-proprietary and there shall be the following classes of Members:-

- (a) an Ordinary Member is one who has been duly elected as such and whose loft can be located on the Club's maps (which maps shall be those recognized by the Club from time to time) within a radius of thirty five kilometers from the Durban Post Office;
- (b) Life Member is one who has been placed on the Life Members List in terms of clause 8;
- (c) Honorary Life Member is one who has been placed on the Life Members List in terms of clause 9;
- (d) Partnership Members: Members flying in partnership for competitive purposes will be regarded as one loft, but for all other purposes each shall be regarded as an Ordinary Member;
- (e) Junior Member is one who has been duly elected as such and whose loft can be located on the Clubs maps (which maps shall be those recognized by the Club from time to time) within a radius of thirty five kilometers from the Durban Post Office. A Junior Member shall automatically transfer to the list of Ordinary Members on his/her 18th birthday and shall be liable for the increased subscription from that date.
- (f) A Special Member is one who has been duly elected as one in terms with Clause 5.2.

## 4.3 HONORARY AND/OR RECIPROCITY MEMBERS

No person residing within 35 km from the premises of the Club is eligible for election as an Honorary Member or Reciprocity Member of the Club unless -

- (a) he/she is so eligible by reason of his holding a Public Office or being a bona fide candidate for membership or having conferred an exceptional benefit on the Club; or
- (b) he/she is allowed the privileges of membership while engaged in a match or competition or race approved by the Management of the Club.

## 4.4 TEMPORARY MEMBERS

A Temporary Member shall be a person who shall be allowed the privileges of membership while engaged in a match, competition, race or social event, for the duration thereof and approved by the Management of the Club

## 5.1 QUALIFICATION OF CANDIDATE FOR ORDINARY MEMBERSHIP

- (a) any person irrespective of residential address who has attained the age of 18 years shall be eligible as a candidate for membership as a member, provided that when the member commences racing, his/her pigeons shall be to a loft within the confined boundaries of the Club as in Clause 4.2;
- (b) any person irrespective of residential address who has attained the age of 8 years and is still under the age of 18 years, shall be eligible as a candidate for membership as a Junior Member provided that when the Junior Member commences racing, his/her pigeons shall be to a loft within the confined boundaries of the Club as in Clause 4.

## 5.2 QUALIFICATION OF CANDIDATE FOR SPECIAL MEMBERSHIP

Any member actively engaged in racing a team of pigeons in a Placing Pigeon Organization other than the DRPC and whose Organization uses the DRPC premises on a permanent basis for the basketing and racing of pigeons: or for the striking in and out of clocks to determine the result of races, may qualify for Special Membership of the DRPC provided the Racing Pigeon Organization to which the Special Member belongs furnishes the DRPC with a full list of their members names, addresses and Identity numbers together with any subscriptions liable as laid down by the Liquor Act 27 of 1989 from time to time. This will allow such Special Members the privileges of an Ordinary Member, etc., but will exclude the right to any say or vote on any matters related to the Administration of the DRPC. Any member of another Racing Pigeon

Organization wishing to race a team of pigeons in the DRPC in his/her private capacity may apply to the DRPC for membership in terms of the relative clauses in the Constitution.

## **6. ELECTION OF ORDINARY AND JUNIOR MEMBERS**

- (a) The election of prospective Ordinary and Junior Members shall be carried out in the manner prescribed in clause 7;
- (b) prospective Members wishing to fly in partnership must each apply for membership separately;
- (c) an applicant for membership may withdraw his/her application before Members are circularised should he/she so desire, and any monies paid by him/her to the Club in respect of his/her application for membership shall be refunded to him/her.

## **7. METHOD OF ELECTION FOR CLUB MEMBERSHIP**

- (a) Prospective Members shall complete an Application For Membership Form which should be handed to the Treasurer together with the entrance fee and first year's subscription. An applicant, who was previously a Member of another pigeon club, must submit a certificate stating that he/she is clear on the books of his/her former Club, together with his/her application;
- (b) after the requirements of clause 7(a) have been complied with, the Secretary shall arrange a meeting of the Management Committee at which the applicant will be interviewed personally by the Committee;
- (c) (i) if, after the interview, the committee approves the application in principle, it will recommend to members that the applicant be granted probationary membership for a period, such period to cover at least one racing season as an active member. A member shall deem to have been active if he/she has either participated in races or taken an active part in the running of the club. If such applicant does not participate, in any way, in club activities for a period of three years, such applicant shall be removed from the club's membership register.
- (c) (ii) A circular giving the applicants name and address and the conditions of admission set by the Committee shall be sent by the Secretary to all Ordinary, Life and Honorary Life Members who enjoy at that time, the full privileges of the Club. The circular should also state that in the event of there being no objection to the membership or any prescribed conditions, lodged in writing with and received by the Secretary within no less than 14 days from the date of the circular, the applicant will automatically be admitted as a Member of the Club. The name of the applicant shall be displayed on the premises of the club for at least 7 days after the Management Committee's approval of the application, as referred to in Section 7(c) (i). Any member disqualified from voting by reason of his/her being in arrears with any payment due, shall be excluded from participating in the election of prospective members. A Member who lodges an objection, must state clearly his/her reason for such objection.
- (c) (iii) any objection received shall be considered and if necessary investigated further by the Management Committee, who may either uphold or reject the objection. In the latter event the applicant will be automatically admitted as a Member. However in the event of the Committee upholding the objection, the applicant will be advised that his/her application for membership has not been successful. The Committee shall not be bound to furnish any reason for the rejection to the applicant.
- (c) (iv) no rejected candidate shall again apply for membership until after the expiration of six months from the date of such rejection and no candidate who has been twice rejected shall be eligible for subsequent election;
- (c) (v) in the event of membership being terminated the Member shall forfeit all rights to Club property and shall not be entitled to a refund of any monies which may have been paid as fees, or other monies or articles donated by him/her to the Club. He/she shall, however, be liable for all dues owing by him/her to the Club as well as for his/her share of any debts incurred by the Club while a member;
- (c) (vi) any person whose name has been deleted from the List of Members through non-payment of the annual subscription or any other liability, may, subject to election in terms of this rule and to

the conditions set out in clause 6., be re-elected upon payment of all arrears due by him/her to the Club.

## **8. LIFE MEMBERS**

- (a) any Member whose name shall have been upon the register of the Club as an Ordinary Member for twenty consecutive seasons (i.e. he/she shall have paid subscriptions for twenty consecutive year), shall be eligible to be placed on the List of Members called the "Life Members List". (see exceptions in clause 8(b)). Once eligible, he/she may, on the recommendation of the Management Committee, become a Life Member of the club subject to such recommendation being approved by a majority vote at a General Meeting;
- (b) any Member who was admitted as an Ordinary Member prior to 11<sup>th</sup> December, 1974, shall automatically be placed on the List of Members called the "Life Members List" of the Club after his/her name has been upon the register of the Club as an Ordinary Member for twenty consecutive years (i.e. he/she shall have paid subscriptions for twenty consecutive years);
- (c) the Management Committee may, in recognition of extraordinary services to the port of pigeon racing, recommend any person they deem eligible, for Life Membership;
- (d) a Life Member shall continue to enjoy the rights and privileges conferred upon him/her unless he/she is dismissed from the Club or he/she relinquishes such Life Membership by resignation,

## **9. HONORARY LIFE MEMBERS**

On the recommendation of the Management Committee any Member may become an Honorary Life Member of the Club by a majority vote of a General Meeting, such Honorary Life Member to enjoy the full privileges of an Ordinary Member.

### **10.1 USE OF PREMISES**

- (a) Only Members (including bona fide Reciprocity Members) are permitted to pay for facilities, liquor or refreshments supplied on the premises of the Club;
- (b) insofar as the use of the Club's facilities by guests (excluding family members) of its Members, no Member shall introduce any person as a guest on more than two occasions during any one calendar month.
- (c) No profit from the sale of liquor shall accrue to any individual where such sale is made by the Club.
- (d) Only members of the Club (including bona fide reciprocity members) are permitted to pay for accommodation therein or for liquor or refreshments supplied therein.

### **10.2 PRIVILEGES OF MEMBERS**

Ordinary, Life, and Honorary Life Members shall enjoy the full privileges of the Club.

Persons admitted as Members for a probationary period shall during such period also enjoy the full privileges of the Club.

No Member shall take part in the proceedings at any Meeting of the Club or enter his/her birds in a Club race or match while in any way indebted to the Club or while under suspension.

Any member wishing to resign membership of the Club must intimate such intention in writing to the Secretary prior to the 31st day of January; otherwise he/she will be liable for the ensuing year's subscription.

Notwithstanding the fact that a Member has resigned his/her membership, he/she shall nevertheless be liable for all arrears of subscriptions plus any debts incurred by him/her or his/her share of debts incurred by the Club while a Member.

Any Member who has not paid his/her annual subscription by 31st December in each year shall be penalized by an amount of 25% of his/her subscription and if the subscription and penalty is still not paid by 31st

January the Member's name will be automatically removed from the Club's List of Members and he/she will be posted as a defaulter.

## **11. CONDUCT**

Any member who acts violently towards another member or who causes malicious damage to Club property or the property of another member, within the bounds of the club, shall be placed under immediate temporary suspension, and asked to vacate the premises forthwith pending an official enquiry, the correct procedure of which shall be as set out hereunder. If found guilty the member shall be with in terms of Clause 11 (c) or 11 (d) below.

Furthermore, should the conduct of any member upon being reported to the Management Committee be in its opinion after full enquiry, ungentlemanly, unsportsmanlike or injurious to the character and interests of the Club, or should any member persistently refuse to conform to any rules, regulations or by-laws which may from time to time be in force, the member shall be instructed by the Management Committee to attend an enquiry to be conducted by the Management Committee. He/she shall be given at least fourteen (14) days notice of the intention to hold such an Enquiry (unless the Member concerned and the Management Committee mutually agree to shorter service), and the reason therefore, and may at the discretion of the Management Committee be temporarily suspended during the interim period. Any witnesses desired either by the Management Committee or the Member concerned may be called, the Member concerned to arrange for the attendance of witnesses on his/her behalf. If the Member neglects, fails or refuses to attend the Enquiry, the Management Committee may proceed in his/her absence.

After the holding of such an Enquiry the Management Committee may decide to;

- (a) acquit the Member;
- (b) impose a reprimand which may be either verbal or in writing;
- (c) suspend the Member from participation in all Club privileges for a period which should be specified, notification to be conveyed to the Member in writing;
- (d) dismiss the member from membership of the Club. Upon dismissal the Member shall forfeit all rights to Club property and shall not be entitled to a refund of any monies which may have been paid as fees, or other monies or articles donated by him/her to the Club. He/she shall, however, be liable for all dues owing by him/her to the Club as well as for his/her share of any debts incurred by the Club while a member.

## **12. MISCONDUCT**

Any Member of the Club who may have been expelled for misconduct by any other Sporting Club or who may have been refused membership of any such Club may, at the discretion of the Management Committee, be dealt with in terms of Clause 11.

## **13. DISCIPLINARY APPEALS**

A member dealt with in terms of Clause 11 (b), (c), (d), or (e) may appeal to a Special General Meeting which shall be called for the purpose. Such an appeal, which should state whether against finding or severity of punishment or both, should be addressed to the Secretary of the Club and should be posted or handed to him/her within 14 days of notification of the decision of the Management Committee, otherwise the Member shall have no further right of appeal. The Secretary shall call such Special General Meeting to be held within 21 days of the receipt of the appeal and shall within the time specified in Clause 32 for the holding of Special General Meetings serve notice on all Ordinary and Life Members to attend.

## **14. ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS**

- |  |        |
|--|--------|
| (a) The Entrance Fee payable by new entrants to the Club shall be: |        |
| Ordinary Members (including each member flying in partnership)     | R30.00 |
| Junior Members   | R 5.00 |

(b) The Annual Subscription shall be:	
Ordinary Members (under 70 yrs of age)	R60.00
Ordinary Members (70 yrs and over)	
Honorary Special Members	R50.00
Life Members and Honorary Life Members	Nil
Junior Members	R 5.00

- (c) The Annual Affiliation Levy shall be as prescribed from time to time by Bodies to which the Club may be affiliated.

Members flying in partnership must each be admitted in terms of Clauses 6 and 7 and must each pay entrance fee/fees and full subscriptions.

Subscriptions payable by members shall become payable on the 1st day of November of each year and every year.

## 15. FINANCIAL LIABILITY OF MEMBERS

The liability of each member is limited to :-

- (a) payment of his/her Entrance Fees and Annual subscriptions;
- (b) the amount of any call or calls made on Members who are such at the time any call is made by the Management Committee duly authorized by a Special General Meeting of Members;
- (c) other liabilities which he/she or the Club may have incurred during the period of his/her membership.

## 16. BOOKS OF ACCOUNT

The Management Committee shall cause true and proper books of account to be kept, showing under proper and sufficient headings: -

- (a) whole of the assets and liabilities of the Club;
- (b) receipts and expenditure of the Club.

## 17. MONIES

All monies of the Club shall be paid into a bank as the Management Committee may appoint. All Payments other than petties shall be made by cheque in accordance with Clause 18.

## 18. SIGNING

All documents which are required to be executed on behalf of the Club shall be deemed to have been properly and correctly executed if signed by the Chairman or Vice-Chairman and the Treasurer, or such other persons as may be nominated by the Management Committee in the absence of any of the foregoing.

## 19. BORROWING POWERS

The Management Committee may, upon being authorized thereto by a resolution passed by a majority of not less than two-thirds of the members

the Club personally present at a duly constituted Meeting called for the purpose in terms of Clause 32. The quorum at such a meeting shall be two thirds of the number of active members during the previous season. A member who participated in one or more races during the season shall be regarded as an active member and where two or more members flew in partnership from one loft, such members shall be regarded as one member for the purpose of this Clause:-

- (a) Borrow such sum or sums of money as may be required for the proper upkeep of the Club or for additions or improvements to the Club property upon such terms, conditions and security as by such resolution be fixed.

- (b) Carry out the sale, mortgage, lease or other transposition of any immovable property of the Club.
- (c) Purchase, lease or otherwise acquire all such houses, premises and land as may be necessary to carry out the objects of the Club.

Any documents necessary for such sale, purchase, mortgage, lease or other conveyance shall be sufficiently executed if executed in terms of the resolution of the Club. Such resolution shall be conclusively evidenced by a certified copy of the relative minutes signed by the Chairman of the said Special General Meeting as being a true copy.

## **20. MANAGEMENT**

The affairs of the Club shall be managed by a Management Committee who shall regularly hold meetings. The Management Committee shall consist of the Chairman, Vice-Chairman, Secretary, Treasurer, Ring Registrar, Race Secretary, Basketing Supervisor, Clock Convenor, Velocity Calculator, Junior Supervisor, Club House Manager together with four members, of whom at least two shall be members of not less than five years standing, and shall be elected at the Annual General Meeting. Should casual vacancies occur in the Committee, that Committee may appoint eligible members to fill vacancies. All members to be notified of such appointments,

## **21. POWERS OF MANAGEMENT COMMITTEE**

The Management Committee shall have full power and authority to do the following acts, matters and things and all other acts, matters or things necessary in or about the management of the Club and to carry out the objects of the Club:

- (a) to enquire into the conduct of any member.
- (b) to make, add to, amend or annul any By-Laws not consistent with this Constitution or the Rules for the time being in force subject to such addition, amendment or annulment as aforesaid being approved by the members at the Annual General Meeting or Special General Meeting of the members called for that purpose.
- (c) to appoint or remove servants and to determine the duties, salaries or remuneration of servants.
- (d) to appoint Sub-Committees and delegate any of its powers to such Sub-Committees.
- (e) to institute or defend proceedings at law in the name of the Secretary of the Club for the time being subject to the approval of the Members at the Annual or Special General Meeting of Members.
- (f) it shall have the custody and control of funds and any other property of the Club.
- (g) to arrange a Special General Meeting of members of the Club to deal with the race programme as set out by the Durban & District Racing Pigeon Federation to which the Club is affiliated, the fixing of entry fees, appointment of clock committee, and all such matters as may be necessary in respect of such races, vide Rule 10 of the Race Rules and Rule 23 of the Clock Rules of the Durban & District Racing Pigeon Federation.
- (h) with the authority of a Special General Meeting of members to make such call or calls as may be necessary to carry out the management of the Club.
- (i) To discharge any debts or liabilities which the Club may have incurred.
- (j) To invest any funds of the Club not immediately required for the purpose of the Club in any or all of the following classes of security:
  - (i) On fixed deposit with any Bank in Natal;
  - (ii) On call in a savings account with any Building Society in Durban.
- (k) Generally to conduct, regulate and manage the affairs of the Club; to carry out the objects and purposes and do all things necessary or incidental thereto.

## **22. QUORUM OF MANAGEMENT COMMITTEE**

A quorum at a meeting of the Management Committee shall be five members. In the event of a difference of opinion, the majority shall rule the minority except where otherwise required by any Rules, Regulations or By-Laws for the time being in force, and, in the case of equality of votes, the Chairman shall have a casting vote as well as a deliberative vote. The Secretary or, in his/her absence, the Acting Secretary, shall convene all meetings of the Committee. On the application of at least three members of the Management Committee the Secretary or Acting Secretary shall convene a meeting of the Management Committee. All members of the Committee shall receive at least forty-eight hours notice of a meeting except in the case of an emergency meeting.

## **23. ABSENTING MEMBERS**

Any member of the Management Committee absenting himself/herself from three consecutive meetings without having obtained leave of absence shall ipso facto cease to be a member thereof, and his/her place shall be filled by the remaining members as provided for in Rule 20.

## **24. MINUTES**

The Minutes of all Meetings of the Management Committee shall be confirmed at the next subsequent meeting of that Committee. All Minutes of Sub-committees shall be placed before the Management Committee at its meeting next to that of the Sub-committee.

## **25. (i) DUTIES OF SECRETARY AND/OR TREASURER;**

The Secretary and the Treasurer shall carry out any or all of the following acts, duties or matters, and shall at all times be under the control, supervision and instructions of the Management Committee, and in particular:-

- (a) the Secretary shall keep the Register of Members, showing the different classes of Members and their addresses;
- (b) the Treasurer shall keep or cause to be kept all necessary books and accounts of the Club;
- (c) the Treasurer shall receive payments and issue receipts for all entrance fees, subscriptions, and other amounts paid by members;
- (d) the Secretary and the Treasurer shall attend all General Meetings of Members and all Committee Meetings; the Secretary shall record in a book kept for the purpose a true and proper record of the proceedings of all Meetings: the Secretary and the Treasurer shall carry out all the duties usually associated with that of Secretary or Treasurer of a Club and particularly shall carry out all instructions given to them from time to time by the Management Committee.

## **25 (ii) DUTIES OF CLUBHOUSE MANAGER**

- (a) To arrange for any maintenance necessary to keep the Clubhouse in good repair.
- (b) To ensure that the Clubhouse is kept tidy.
- (c) To ensure that the Clubhouse is locked when not in use.
- (d) To ensure that the toilet facilities are properly maintained.
- (e) To arrange all catering for Club members.
- (f) To supervise the cleaner to ensure that he carries out his duties satisfactorily.
- (g) To attend to all other matters which would normally be attended to by such a Clubhouse Manager.
- (h) To obtain the approval of the Management Committee for any major maintenance work to be carried out.

## **25. (iii) DUTIES OF CLOCK CONVENOR**

- (a) The Clock Convenor shall arrange, in consultation with the Management Committee, for all clocks to be used by members, to be checked BEFORE the first race in which such clocks are to be used each season,
- (b) He shall ensure that clock rolls and clock ribbons are replaced when necessary.
- (c) He shall inform members of any problems which may arise with their clocks.
- (d) He shall assist members with the advancing or retarding mechanism of their clocks when necessary.

- (e) He shall call the time for striking on and off, of clocks as well as any check strikes.
- (f) He shall organize teams to open, close and seal clocks in the prescribed manner and ensure that all such members are fully conversant with the requirements of such duties.
- (g) He shall ensure that all clock rolls are read, the information recorded on the race sheets and for such readings and recordings of information to be checked.
- (h) He shall ensure that a Clock register is maintained in which shall be recorded the names of all participating members, the make and number of their clocks. After the reading of clock rolls have been checked, he shall ensure that the strike-on and strike-off times and the gains and losses are recorded for each clock.
- (i) He shall investigate any problems or irregularities which may arise and deal with such matters as necessary.
- (j) He shall ensure that his Clock Committee is fully conversant with and abides by all Clock Rules and regulations which are in force from time to time.

## **26. DUTIES OF RACE SECRETARY**

The Race Secretary shall be elected at the Annual General Meeting and shall hold office until the next Annual General Meeting. Should the office of Race Secretary become vacant during the year, the Management Committee shall have the power to appoint some other eligible member to fill office until the next Annual General Meeting. The Race Secretary shall collect all necessary payments and fees incidental to each race, and shall record in a book to be kept for the purpose all necessary data relative thereto. He/she shall have custody of sealing pliers and shall ensure that all baskets are sealed before dispatch. He/she shall hand to the Treasurer all monies collected by him/her and shall obtain the Treasurer's signature in his books when handing to him such monies.

## **27. RING REGISTRAR**

The Ring Registrar shall be elected at the Annual General Meeting of the Club and shall hold office until the next Annual General Meeting. He/she shall be responsible for the custody of all rings belonging to the Club and shall dispose of them at such price as may be determined by the Management Committee from time to time. He/she shall keep a register of all rings sold and of the names of the individual purchasers thereof. All monies received by the Ring Registrar for such rings shall be handed by him/her to the Treasurer, who shall issue a receipt therefore. Rings for the current year may be issued as from the date of issue by the Natal Racing Pigeon Union. The Ring Registrar shall also be responsible for the stocks and sales of supplies, i.e. clock rolls, ribbons, race entry books, etc.

## **28. BASKETING SUPERVISOR**

A Basketing Supervisor shall be elected at each Annual General Meeting and shall hold office until the next Annual General Meeting. Should the office of Basketing Supervisor become vacant during the year the Management Committee shall have the power to appoint some other eligible member to fill such office. It shall be the duty of the Basketing Supervisor to arrange, in consultation with the Race Secretary, for the allocation of the number of baskets required for the race being organized at the time. He/she shall appoint stewards for the marking of race entry forms, for the ringing and placing in official race panniers of all pigeons entered for the race. He/she shall arrange for the sealing of all official race panniers after pigeons have been basketed, and thereafter the loading of the baskets on the Transporter. He/she shall supervise all matters incidental to the actual basketing of race pigeons. Any dispute of whatsoever nature must be reported to the Chairman or Secretary and, if necessary, the decision of the Management Committee will be obtained.

## **29. AUDIT**

At the Annual General Meeting an Auditor or Auditors shall be appointed and it shall be the duty of such Auditor or Auditors to audit all Club accounts and report thereon at the Annual General Meeting. If any casual vacancy should occur in the office of Auditor, the Management Committee shall fill the vacancy. No member of the Management Committee shall be eligible for the position of Auditor.

The Auditor or Auditors shall at all reasonable times have access to the books and records of the Club for the purpose of carrying out their duties. They shall carry out an examination of the books at such time as they or the Management Committee may determine, but shall conduct these examinations at least once every year.

The Auditor or Auditors may if he/she or they consider it necessary, demand a Special General Meeting of Members. Should he/she or they consider this necessary, he/she or they shall notify the Secretary in writing and the Secretary shall, subject to giving the usual notice of a Special General Meeting as set out in Clause 32, convene a Special General Meeting of members. If, after the lapse of ten (10) days from the receipt of such notice by the Secretary no meeting has been convened, the Auditor's shall then be empowered to convene a Special General Meeting upon giving the usual notice as set out in Clause 32.

### **30. GENERAL MEETINGS OF MEMBERS**

The Annual General Meeting of the Club shall be held not later than the 15th day of January in each and every year. At this meeting the election of officers of the Club as set out in Clause 3, also representative delegates to the organizations to which the Club may be affiliated, shall take place. The Committee's Report, together with the duly audited Balance Sheet and Income and Expenditure Account for the Club's financial year ending 31<sup>st</sup> October, accompanied by the Auditor's Report, shall be presented and any other business which can be transacted at an Annual General Meeting shall be transacted. The Balance Sheet shall be signed by the Chairman and Treasurer.

Ordinary General Meetings of the Club for the presentation of prizes shall take place as the Management Committee shall direct. Ordinary General Meetings shall also take place for the purposes mentioned in Rule No. 53 of the General Rules of the Durban & District Racing Pigeon Federation.

### **31. SPECIAL GENERAL MEETINGS**

Special General Meeting of the Club may be called by the Management Committee as it may deem necessary. The Management Committee shall likewise be bound to call such meetings upon a requisition signed by at least seven (7) members. Such requisition shall set forth the object for which such meeting is required. No other business shall be brought forward other than that stated in the Notice convening the meeting of any supplementary notice within the period given in Clause 32.

### **32. NOTICES OF MEETINGS**

Except in the case of General Meetings, as provided for in Rule No.53 of the General Rules of the Durban & District Racing Pigeon Federation, the Secretary shall, not less than seven (7) days and not more than twenty-one (21) days, prior to any Annual, Ordinary, or Special General Meeting, issue notices to each member at his/her last registered address, stating the date, time and place of the meeting and specifying the business to be dealt with at such meeting. The non-receipt of such notice by any member shall not invalidate the proceedings at any meeting. On request at the Annual General Meeting or Special General Meeting which may have been called in terms of Clause 29, an address at which the accounts for the previous year, or any other necessary accounts, may be inspected, shall be disclosed.

At all General Meetings twelve members shall form a Quorum, except where otherwise provided for in this Constitution or the Rules of this Club for the time being in force. In the event of a Quorum not being present, the meeting shall stand adjourned for at least seven (7) days. A further notice setting out the business of the proposed meeting shall be issued to all members and which notice shall state that in the event of there being no Quorum present those present shall constitute a Quorum and shall proceed with the business for which the meeting was called.

### **33. MINUTES**

The Minutes of all Annual, Ordinary, or Special General Meetings shall be confirmed at the next General Meeting, provided that the minutes of the Annual General Meetings shall be read over at the next Annual General Meeting.

### **34. ALTERATION TO CONSTITUTION**

No clause contained in this Constitution or hereafter made shall at any time be repealed, altered, added to or amended in any way except by a Special resolution passed at the Annual General Meeting or at a Special General Meeting provided that not less than seven (7) and not more than twenty-one (21) days notice shall be given to members prior to the date of the meeting, stating the matters to be dealt with and specifying the nature of the revision, alteration, addition or amendment of this Constitution. A Special Resolution for purposes of this clause shall mean a Resolution passed by a majority of at least two-thirds of those members personally present at a duly constituted meeting. The Quorum at such a meeting shall be two-thirds of the number of active members during the previous season. A member who participated in one or more races

during the season shall be regarded as an active member and where two or more members flew in partnership from one loft such members shall be regarded as one member for the purpose of this clause.

### **35. NOTICE OF ALTERATION TO CONSTITUTION OR RULES**

Whenever any resolution amending any clause in the Constitution or Rule of the Club has been passed at a duly constituted meeting, the Secretary shall forthwith notify members of such amendment, addition or repeal, setting out details thereof. Upon this notice being posted to the members' last known address, the new amendments shall immediately become binding on all members.

### **36. INTERPRETATION**

Should any doubt at any time arise as to the interpretation of any clause in this Constitution or the Rules of the Club, the interpretation shall be that placed thereon by the Management Committee. Such interpretation may, however, not be at variance with any other Clause in this Constitution or with the Rules and By-Laws which may be in force. In considering any interpretation the Management Committee shall be guided by what would be the generally accepted practice.

### **37. APPEALS (Other than Disciplinary Appeals)**

Should a member not be satisfied with an interpretation placed on any Clause in this Constitution or Rule or By-Law which may be in force, or should he/she not be satisfied with any decision on any matter, other than discipline, given by the Management Committee; or should a member not be satisfied with a decision, other than discipline, given at a General Meeting (and which decision has not followed one previously given by the Management Committee), he/she may appeal to a General Meeting, where the decision is given by the Management Committee, or to the Management Committee where the decision has been given at a General Meeting. Such appeal must be accompanied by a deposit of 50 cents. If, in the opinion of the meeting hearing the appeal, such appeal is regarded as frivolous the 50 cents shall be forfeited to Club Funds, otherwise, even though the appeal may be rejected, the 50 cents will be refunded if in the opinion of the meeting hearing the appeal there were good grounds for appeal.

### **38. INDEMNITY**

The Chairman, Vice-Chairman, Secretary, Treasurer and members of the Management Committee shall respectively be indemnified against all liabilities incurred by them in the execution of their duties in terms of the Constitution and Rules of the Club except as they shall incur through their own neglect or default.

### **39. DISSOLUTION**

The Club shall not be dissolved save by a Special Resolution passed at a Special General Meeting called for the purpose and convened under Clause 32. A Special Resolution for the purposes of this Clause shall mean a Resolution passed by a majority of at least two-thirds of those members personally present at a duly constituted meeting. The quorum at such meeting shall be two-thirds of the duly registered members.

On the dissolution of the Club the assets shall be sold to the best advantage and the proceeds, after payment of liabilities and expenses, shall be awarded to a charitable organization or organisations to be decided upon at such meeting.

### **40. RACE RULES; CLOCK RULES; SHOW RULES; GENERAL RULES**

- (1) The Club will observe as its Race Rules, Clock Rules, Show Rules, and General Rules applicable to such Race, Clock, and Show Rules, or any By-Laws in respect thereof, those as provided for in the relative Rules of the Durban & District Racing Pigeon Federation.
- (2) Where, however, provision is made on the race programme of the Durban & District Racing Pigeon Federation for a subsidiary series of races, the Management Committee may accept, for such subsidiary series only, Guest Members of another Federation affiliated Club, if the Club of which there are members is not taking part in the subsidiary series concerned.

**BY-LAW No. 1**

Any new member joining the Club shall on acceptance buy in all produce rings purchased from his/her previous Club, provided that such Club is affiliated to the Durban & District Racing Pigeon Federation. A list of the purchases made by such member shall be required from his/her previous Club's Ring Registrar. All DRPC members must register and buy in all foreign Durban & District Racing Pigeon Federation Produce Rings purchased at the official Durban & District Racing Pigeon Federation Sale, payment to be made on the basketing night of the first race of the season.

**BY-LAW no. 2**

A member may, on payment of a registration fee, amount to be decided by the management committee on an annual basis, per ring, register any pigeon which has been rung with a Produce Ring issued by any other Club affiliated to the Durban & District Racing Pigeon Federation in order to compete for the Club Produce Stakes. Registration and payment of the relative fee must be affected by the basketing night of the first race of the main season.