

# TENNIS NELSON MANDELA BAY

## CONSTITUTION

1. **NAME:**

The body shall be called TENNIS NELSON MANDELA BAY ("TNMB").

2. **HEADQUARTERS:**

The headquarters of TNMB shall be at such place as decided at an Annual General Meeting.

3. **COLOURS OF EMBLEM:**

The colours of TNMB shall be black and red or such colours as may be determined by Council. The emblem shall be the elephant.

4. **PRINCIPLES:**

TNMB is founded on inter-alia the following principles:-

4.1 TNMB is committed to the principles of transformation and transparency embodied in the TENNIS SOUTH AFRICA ("TSA") and TENNIS EASTERN CAPE ("TEC") Constitutions.

4.2 The participation of all the inhabitants of the Nelson Mandela Bay Metropole in tennis without discrimination based on race, religion, gender, language or political affiliation with mutual respect for all members of TNMB.

4.3 Selection of all Regional Teams to be based upon policy guidelines from TSA and TEC.

5. **OBJECTIVES:**

The objectives of TNMB shall be:

5.1 to carry on one or more public benefit activity as defined in section 30(1) of the Income Tax Act, No 58 of 1962 ("the Act") in a non-profit manner and with an altruistic or philanthropic intent;

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- 5.2 to promote, control, encourage and generally assist and protect the interests of the game of tennis in its area of jurisdiction;
  - 5.3 to uphold the laws and regulations of the game as applied by the INTERNATIONAL TENNIS FEDERATION and to ensure compliance with its constitution, rules and regulations;
  - 5.4 to accept the affiliation of Clubs and Associate Members;
  - 5.5 to manage the finances of TNMB, to subscribe, grant subsidies out of, administer and invest the funds of TNMB effectively in the promotion of its interests and the attainment of its objectives;
  - 5.6 to purchase, lease or otherwise acquire any movable or immovable property or any interest in the same respectively and if necessary to dispose thereof;
  - 5.7 to control and sanction all competitions of TNMB and its affiliates in terms of the rules and regulations of TSA and TEC as amended from time to time;
  - 5.8 to actively address the imbalances of the past by developing, administering and promoting the game of tennis amongst those communities who have been disadvantaged such that the game of tennis will become fully representative of all the population groups in the Metropole.

6. **DEFINITIONS:**

- 6.1 Affiliate Member: - A Club adhering to TSA principles.
- 6.2 Council: - The Council shall consist of persons set out in Clause 10 who together shall constitute the highest Governing Body of TNMB
- 6.3 Executive Committee: - The Executive Committee shall consist of the persons set out in Clause 11, who together shall manage the day to day operation of TNMB in terms of the powers delegated to it by the Council.
- 6.4 Associate Member: - A Regional Body connected with the game of tennis other than a Club, whose parent body is affiliated to TSA or TEC.

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- 6.5 Senior Member: - A person over the age of 18 on 1 January whom annual registration fees have been paid to TSA and TNMB by an affiliate member in the area of jurisdiction of the person's club.
- 6.6 Junior Member: - A person under the age of 18 on 1 January in respect of whom annual registration fees have been paid to TSA and TNMB by an affiliate member in the area of jurisdiction of the persons club.
- 6.7 Secretary: - The Secretary shall be a person appointed by the Executive Committee to administer such affairs of TNMB as delegated by the Executive Committee.
- 6.8 Honorary Life Vice-President: - An Honorary Life Vice-President shall be a person who by reason of past exceptional service in a leadership position to TNMB or its predecessor organizations is elected to that position.
- 6.9 Honorary Life Member: - An Honorary Life Member shall be a person who by reason of past exceptional service to TNMB or its predecessor organizations is elected to that position.
- 6.10 Registration: - The annual fee payable by affiliate members to TNMB in respect of every club member.
- 6.11 Affiliation: - The annual fee payable by affiliate members to TNMB in order to be affiliated to TNMB.

7. **BOUNDARIES:**

TNMB shall consist of and have jurisdiction over all affiliated tennis clubs in the **Nelson Mandela Bay Metropole** subject to any modification that may be affected by TSA or TEC with the approval of TNMB.

8. **MEMBERSHIP:**

TNMB shall consist of the following members:-

- 8.1 duly constituted Clubs in the Nelson Mandela Bay Metropole;
- 8.2 Associate Members being a regional body connected with the game of tennis other than a Club.

9. **AFFILIATION AND REGISTRATION:**

Affiliation and registration fees paid annually shall be determined by TNMB at an Annual General Meeting.

10. **THE COUNCIL OF TNMB**

10.1 **COMPOSITION:**

The Council of TNMB shall consist of the following and shall at all times, when and where possible, comprise at least 50% of members representing the previously disadvantaged communities:

- 10.1.1 the Executive Committee
- 10.1.2 one representative from each Club, being the person elected by the Club executive to represent such Club at all meetings of the Council or a nominated alternate;
- 10.1.3 one accredited representative or a nominated alternate of each of the Associate Members of TNMB;
- 10.1.4 up to four Honorary Life Vice-Presidents;
- 10.1.5 immediate Past President;

10.2 **POWERS AND FUNCTIONS:**

The Council shall have the following powers in addition to any others conferred on it elsewhere in this Constitution to:

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- 10.2.1 decide upon all matters of policy concerning the management of tennis in the Metropole.
  - 10.2.2 manage the finances of TNMB which shall include inter-alia the :-
    - 10.2.2.1 investment of funds;
    - 10.2.2.2 borrowing or raising of loans;
    - 10.2.2.3 pledging of security for the repayment of such monies or any other property or assets of TNMB;
    - 10.2.2.4 making of grants, subsidies and loans;
  - 10.2.3 delegate any of its powers to the Executive Committee if necessary;
  - 10.2.4 institute or defend any action or actions at law for or against TNMB;
  - 10.2.5 decide any appeals by any offender upon which a penalty has been imposed by an affiliate member or a committee of TNMB;
  - 10.2.6 nominate delegates to represent TNMB at meetings of TSA or TEC;
  - 10.2.7 appoint staff who shall carry out the duties allocated to it by TNMB and whose remuneration shall be determined by it. Such staff shall not have voting powers at any meeting;
  - 10.2.8 organize and control the various competitions of TNMB and to decide on all questions and disputes relating thereto;
  - 10.2.9 conduct and manage all affairs relating to all representative matches, tournaments, and visiting teams, provided that the Executive Committee shall not be authorized to give any financial guarantees unless covered by good and sufficient guarantors;
  - 10.2.10 ratify the selection of teams to represent TNMB in all tournaments and representative matches;

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- 10.2.11 nominate a disciplinary committee to investigate and make recommendations on any disciplinary matter referred to it;
  - 10.2.12 appoint standing committees and to delegate any of its powers to such standing committees;
  - 10.2.13 make and give receipts, releases, or other discharges for money payable to TNMB and for claims and demands made on TNMB;
  - 10.2.14 open banking accounts in the name of TNMB and to deposit therein all monies received by TNMB;
  - 10.2.15 draw, accept, endorse, make necessary bills of exchange, promissory notes, cheques and other negotiable instruments to be signed by two duly authorized signatories;
  - 10.2.16 appoint one or more of the members of the Executive Committee to sign and execute any Power of Attorney, agreements, or deeds or documents on behalf of TNMB;
  - 10.2.17 co-opt non-voting members for special purposes;
  - 10.2.18 convene all meetings of TNMB;
  - 10.2.19 generally carry out the objects of TNMB and for such purpose perform all necessary acts and negotiations on behalf of TNMB all business and transactions in terms of the Constitution.

## 11. **THE EXECUTIVE COMMITTEE**

### 11.1 **COMPOSITION**

- 11.2 The Executive Committee shall consist of the following and shall at all times, when and where possible, comprise at least 50% of members representing the previously disadvantaged communities. All members shall be members in good standing of an Affiliate Member:

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- 11.2.1 the Executive President;
- 11.2.2 the Executive Vice-President;
- 11.2.3 the Honorary Secretary;
- 11.2.4 the Honorary Treasurer;
- 11.2.5 up to six (6) additional persons elected from persons registered with TNMB. Relevant portfolios will be allocated as required to these persons at the Council meeting following the Annual General Meeting;
- 11.2.6 The Executive Committee can by majority decision, co-opt any person it considers necessary in order for it to properly carry out and perform its functions, either for reasons of any vacancy in its members, or due to necessity, which co-opted member/s shall not have any voting rights;
- 11.3 The Executive Committee shall allocate portfolios of responsibilities to its members from time to time, it being recorded that it is anticipated that the following portfolio responsibilities will need to be dealt with: Clubs, Coaches, Officials, Seniors, Juniors, Schools, Administration and Finance.
- 11.4 **NOMINATIONS:**
- 11.4.1 Nominations for positions on the Executive Committee shall only be submitted by affiliate members, associate members or the outgoing Executive Committee and shall reach the Secretary in writing by not later than 21 calendar days before the Annual General Meeting.
- 11.4.2 Such nominations shall be proposed, seconded and accepted in writing and the onus rests on the nominee to ensure that his/her nomination has been received timeously.
- 11.5 **POWERS AND FUNCTIONS:**
- The Executive Committee shall have the powers and functions to:-
- 11.5.1 control the day to day affairs of TNMB; and

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11.5.2 exercise all powers and carry out all functions assigned to it by Council.

12. **MEETINGS:**

12.1 **THE ANNUAL GENERAL MEETING:**

12.1.1 The Annual General Meeting shall be held during the month of May in each year.

12.1.2 Not less than 21 calendar days' written notice shall be given for the meeting.

12.1.3 The business of the meeting shall be to :-

12.1.3.1 consider and accept the credentials of delegates;

12.1.3.2 read and confirm the minutes of the previous Annual General Meeting and to deal with any matters arising therefrom;

12.1.3.3 consider the President's Annual Report and receive and adopt the annual financial statements for the financial year under review;

12.1.3.4 elect the following:- A President, Vice President and up to eight additional members. Elections are only held every 2 years;

12.1.3.5 elect Hon. Life Vice-Presidents and Hon Life Members when and if appropriate;

12.1.3.6 elect an auditor or auditors;

12.1.3.7 consider and vote upon amendments to the constitution;

12.1.3.8 act in any other matters.

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12.2 **COUNCIL MEETINGS:**

12.2.1 The Council of TNMB shall meet at least twice a year. For the purpose of this clause the Annual General Meeting will be counted as a Council Meeting.

12.2.2 Not less than 14 calendar days' written notice shall be given for a Council Meeting.

12.3 **SPECIAL GENERAL MEETING:**

12.3.1 Not less than 21 calendar days written notice shall be given for a Special General Meeting.

12.3.2 Special General Meetings may be called on a Resolution of Council or the Executive Committee or on a written request delivered to the Secretary and signed by the duly authorized delegates of not less than two (2) Clubs, in good standing, setting forth the reasons for convening such a meeting, such request being submitted to the Secretary at least twenty one (21) calendar days before such Special General Meeting.

12.3.3 Only business specified in the notice for such meeting shall be dealt with at a Special General Meeting.

13. **VOTING**

13.1 At any Annual General Meeting or Special General Meeting, the following shall be entitled to vote:

13.1.1 all members of the Executive Committee, but excluding any co-opted members of the Executive;

13.1.2 every Club in good standing shall automatically have one vote;

13.1.3 each Associate member has one delegate who is entitled to one (1) vote;

13.2 No affiliate body shall be represented by any person other than a bona-fide or accredited member of such body or affiliate member.

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- 13.3 All persons entitled to vote must be present at meetings.
- 13.4 All matters, other than those relating to the Constitution submitted to any Annual General Meeting, Special General Meeting or Executive Committee Meeting shall be decided by the majority of votes cast.
- 13.5 The President shall have a casting vote.

14. **QUORUM**

- 14.1 The Quorum at meetings of the Council shall be not less than 10 of the members entitled to attend as referred to in Clause 10.1
- 14.2 Should there be no quorum within 15 minutes of the appointed time of any properly convened meeting of the Council, such meeting shall stand adjourned for at least seven (7) calendar days and those present at such an adjourned meeting shall form a quorum, provided that 3 days' notice in writing of such adjourned meeting shall be given by the Secretary of TNMB to all Council members.
- 14.3 The quorum at meetings of the Executive Committee shall be five (5).
- 14.4 The quorum at any General Meeting (Annual or Special) shall be not less than ten (10) Members.

15. **FINANCIAL STATEMENTS:**

- 15.1 The financial year of TNMB shall be twelve (12) months ending on the last day of March in each year.
- 15.2 The Council shall cause a proper record to be kept of all monies received and expended by TNMB
- 15.3 Annual Financial Statements shall be drawn up in accordance with generally accepted accounting practice and shall be audited by a Chartered Accountant (SA) registered with the Public Accountants and Auditors Board.

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16. **SUSPENSIONS**

16.1 **SUSPENSION AND EXPULSION OF MEMBERS:**

16.1.1 The Council of TNMB shall have the power to suspend or expel any Affiliate Member, Associate Member or individual member if such member is guilty of any flagrant or wilful breach of this Constitution or of any wilful act that is calculated to impede or obstruct TNMB in discharging its constitutional functions or the good relations between TNMB and other related organizations. A disciplinary committee may be convened for this purpose.

16.2 No affiliate member or Associate or individual who is so suspended shall participate in any activities of TNMB

16.3 **SUSPENSION BY A CLUB OF ANY OF ITS MEMBERS:**

16.3.1 Should any affiliate member suspend or expel any of its members for any reason whatsoever, that affiliate member shall within five (5) working days inform TNMB in writing of the suspension or expulsion.

16.3.2 The members so suspended or expelled shall have the right to appeal to TNMB

16.3.3 The appeal shall be in writing and lodged within thirty (30) calendar days of the imposition of the suspension or expulsion.

16.3.4 When dealing with the appeal, TNMB shall call upon representatives of the affiliate member concerned and upon the appellant to furnish such information as TNMB deems necessary to enable it to arrive at a decision on the matter.

16.3.5 Should the appeal be rejected, the appellant shall then be regarded as having been suspended or expelled by TNMB itself and the decision of TNMB shall be final.

17. **INDEMNITY OF OFFICIALS:**

All officials of TNMB are deemed to be indemnified by this body in respect of any liability incurred by them (or any of them) in the exercise of their delegated powers, save if such officials fail to show the degree of care, diligence and skill as can reasonably be expected of a person who manages the affairs of another.

18. **HEADQUARTERS:**

The Headquarters of the TNMB shall be that from time to time determined by the Executive Committee.

19. **LEGAL PROCEEDINGS:**

19.1 No legal proceedings shall be commenced for and on behalf of TNMB unless a prior resolution of the Council has authorized such proceedings. The Council shall, when passing such resolution, specifically name those persons who shall act on behalf of TNMB

19.2 TNMB shall be deemed to be a legal person and shall be entitled to sue and be sued in its own name in any competent court of law.

20. **POWERS OF REVIEW AND RESCISSION:**

Notice to review and rescind a resolution passed at any General Meeting, Annual General Meeting or Special General Meeting or by the Council shall be given in writing to the Secretary within 21 calendar days of such resolution being passed, and no motion to review and rescind such resolution shall be deemed to be carried unless it is carried by a 66% majority of those present and entitled to vote thereon.

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21. **AMENDMENT OF THE CONSTITUTION:**

- 21.1 The constitution may be amended at the Annual General Meeting or Special General Meeting called for that purpose.
- 21.2 Notice of any proposed amendments to the Constitution must be given to the Secretary not later than 42 calendar days before the Annual General Meeting or Special General Meeting called for that purpose.
- 21.3 The Secretary shall submit to members a copy of the proposed amendments to the Constitution at least twenty-one (21) calendar days prior to the date of the Annual General Meeting or Special General Meeting called for that purpose.
- 21.4 To become effective and binding upon the membership of TNMB any amendments to the Constitution shall be approved by not less than two-thirds of the delegates present. Once approved, the amendments to the Constitution shall become binding on the membership of TNMB immediately after the Annual General Meeting is closed or Special General Meeting called for that purpose.

22. **IMMOVABLE PROPERTY:**

- 22.1 The acquisition and disposal of immovable property shall require the approval of 66% of the accredited delegates present at a Special General Meeting called for that specific purpose.
- 22.2 Notice of any such proposed acquisition or disposal shall be given to all affiliates not later than twenty-one (21) calendar days prior to the date of the relevant meeting.

23. **INCOME TAX EXEMPTION**

- 23.1 The sole or principal object of TNMB is to carry on one or more public benefit activity as defined in section 30(1) of the Income Tax Act, No 58 of 1962 ("the Act") in a non-profit manner and with an altruistic or philanthropic intent.

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- 23.2 No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the organisation otherwise than by way of reasonable remuneration.
- 23.3 At least 85% of such public benefit activity/activities, measured either in cost or time spent are carried out for the benefit of persons in the Republic.
- 23.4 At least three persons who accept fiduciary responsibility for TNMB, will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation: Provided that these provisions shall not apply in respect of any trust established in terms of a will of any person who died on or before 31 December 2003.
- 23.5 No funds will be distributed to any person (other than in the course of undertaking any public benefit activity) and TNMB is required to utilise its funds solely for the object for which it has been established: Provided that the provisions of this subparagraph shall not prohibit any such organisation from retaining any investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business undertaking or trading activity) in the form that it was acquired by way of donation, bequest or inheritance;
- 23.6 TNMB will not carry on any business undertaking or trading activity unless specifically permitted in terms of section 30(3)(b)(iv) of the Income Tax Act.
- 23.7 On dissolution of TNMB, the remaining assets must be transferred to -
- 23.7.1 any similar public benefit organisation, which has been approved in terms of section 30 of the Act;
- 23.7.2 any institution, board or body which is exempt from the payment of income tax in terms of section 10(1)(A)(i) of the Act, which has as its sole or principal object the carrying on of any public benefit activity; or
- 23.7.3 any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) or (b) of the Act.

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- 23.8 No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
- 23.9 A copy of all amendments to the constitution, under which TNMB was established, will be submitted to the Commissioner for the South African Revenue Service.
- 23.10 No remuneration will be paid to any employee, office bearer, member or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.
- 23.11 TNMB has not and will not use its resources directly or indirectly to support, advance, or oppose any political party.
- 23.12 TNMB will submit the required returns for income tax together with the relevant supporting documents.
- 23.13 In the case of any public benefit organisation which provides funds or assets to any association of persons contemplated in paragraph (b)(iii) of the definition of "public benefit activity", reasonable steps will be taken to ensure that the funds are utilised for the purpose for which it has been provided.
- 23.14 Where TNMB has been approved in terms of section 18A(1)(b)(i) of the Act:
- 23.14.1 75% of the funds received by the organisation by way of donations which qualify for a deduction, will be distributed (or an obligation will be incurred to

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so distribute) within twelve months from the financial year end during which such donations were received: and

- 23.14.2 if TNMB provides funds to public benefit organisations, institutions, boards or bodies that carry on public benefit activities contemplated in Part II of the Ninth Schedule and to other entities, that donation will be utilised solely to provide funds to a public benefit organisation, institution, board or body contemplated in subsection (1) (a) of the Act, which will utilise those funds solely in carrying on activities contemplated in Part II of the Ninth Schedule

24. **DISSOLUTION:**

- 24.1.1 TNMB may be wound up by a resolution passed by a General Meeting of TNMB specially called for that purpose, such resolution to be approved by a two-thirds majority of those members present and eligible to vote.
- 24.1.2 In the event of TNMB being wound up, as aforesaid, or ceasing to exist for any reason whatsoever, the manner of dealing with the disposal of any assets or liabilities shall be decided by TNMB at a General Meeting specially called for that purpose, and subject to the provisions of Clause 23.7. Any assets held must be handed over for safekeeping to the ruling body of Tennis in South Africa. Such decision shall require a majority vote of those members present.
- 24.1.3 No portion of the surplus on dissolution shall be used for or distributed to any body other than a sporting body with objects similar to TNMB

Date: 1 July 2019