



**51 Juniper Crescent, Centre City, Town Centre, Mitchells Plain. 7785**  
**Cell : 082 471 6274**  
**email: andrewfesters@gmail.com**

## **South African Darts Players Association.**

### **Constitution - 2008**

#### **Clause 1.**

##### **Name**

- 1.1 The name of the organisation shall be South African Darts Players Association.
- 1.2 The organisation shall hereinafter be referred to as SADPA.
- 1.3 The organisation will be registered as a Section 21 company. (Not For Profit Company)

#### **Clause 2.**

##### **Mission Statement**

- 2.1 We shall strive to stage dart tournaments for players belonging to affiliates of Darts South Africa.
- 2.2 Our vision is to seek sponsorships for regional and provincial tournaments.
- 2.3 To help our members reach the highest levels / honours in darts.

#### **Clause 3.**

##### **Principles**

##### ***UNITY***

- 3.1 To unite the members into a unit that will face challenges with a purpose.
- 3.2 To guard against the formation of clicks / groupies by members as this will destroy unity in the organisation.

##### ***NON-DISCRIMINATION***

- 3.3 Non-discrimination on the grounds of race, gender, politics, religion or any other grounds to individual members, except for affiliation to Darts South Africa.

##### ***RESPECT and RECOGNITION***

- 3.4 Mutual respect for and between members of the organisation and mutual recognition for the work done and achievements by individuals in the organisation.

#### **Clause 4.**

##### **Objectives**

The objectives of SADPA shall be:

##### **Short-term**

- 4.1 to operate as an affiliated organisation to a controlling body of its choice for as long as this body's aims and objectives are in accordance with those of the organisation.
- 4.2 to encourage and foster darts and maintain goodwill amongst our members..
- 4.3 to support clubs, districts and individuals in their endeavours to be successful in the promotion of darts.
- 4.4 to raise, administer and invest funds for and on behalf of SADPA for the purpose of effecting it's various objectives.
- 4.5 to provide an effective system of administration and management of darts affairs and encourage members of the organisation to support all fundraising efforts and even to become patrons of the organisation.
- 4.6 to affiliate to other bodies if deemed necessary for the prosperity of the organisation and its members.
- 4.7 to uphold and practice the principle of merit in all elections to office.
- 4.8 to do all things that are necessary and reasonable in pursuance of the aforementioned objectives.

## **Medium-term**

4.10 to be involved in the promotion of darts from grassroots to national level.

## **Long-term**

4.11 to administer a fund to send our best player/s to overseas tournaments.

## **Clause 5.**

### **Emblem**

5.1 The emblem shall be as depicted at the top of this page.

### **DRESS CODE**

5.3.1 White shirt, Grey trousers and Club / district tie.

5.3.2 Club / District / Region Golf-shirt and Grey trousers.

5.3.3 The organisation's members may from time to time be required to play in the corporate colors of its sponsors.

5.3.4 The official emblem will be printed on sweaters and on all promotional clothing of SADPA.

5.3.5 The reproduction of the emblem on all clothing and promotional material and official SADPA publications is copyrighted.

## **Clause 6.**

### **Membership**

The organisation will scrutinise all applications for membership very carefully.

6.1 Only players who are prepared to uphold the aims and objectives of the organisation will be accepted.

6.2 Should the organisation find at anytime that a member is not fulfilling his or her obligations to the organisation, the member's membership will be cancelled and no contributions made by the member will be refunded.

6.3 All players joining from organisation will have their track records checked out by the Management Committee.

6.4 The organisation reserves the right to accept or reject an application for membership without giving the applicant any reasons whatsoever.

6.5 No players from affiliates not affiliated to Darts South Africa will be accepted.

6.6 The organisation membership is also open to non-players, who are prepared to serve on committees i.e. fundraising etc. and administration.

6.7 All members shall accept the organisation's constitution and constitutions of any other organisation the organisation is affiliated to without any reservations.

6.8 An official membership form must be completed on joining SADPA.

6.9 Any individual member found guilty of bringing the organisation into disrepute by failing to, refusing to or neglecting to uphold the objectives and/or policies of SADPA, shall be appropriately suspended.

6.10 SADPA shall exist in it's own right, separately from it's members.

6.11 SADPA shall continue to exist even when it's membership changes and if there are different office-bearers.

## **Clause 7.**

### **Administration**

The affairs of SADPA shall be administered by the Management Committee in terms of the Constitution and supporting decisions. The Management Committee shall consist of not less than six (6) members and must serve for a period of two (2) years. Office-bearers can stand for re-election every two years.

### ***SECRETARY / ADMINISTRATOR***

7.1a The Secretary shall be responsible for the day-to-day running of the club in conjunction with the other Management Members.

7.1b Shall be responsible for all correspondence, and administrative reports.

7.1c Shall be a signatory for any banking account, and shall keep all transactions updated in the Minutes.

7.1d Shall have the power to co-op any registered member onto the administration. These co-op members

- shall have no vote in the Management Meetings.
- 7.1e Shall be responsible for sourcing sponsorship, donations and create fundraising programmes.
- 7.1f The Head Office and Postal address of the organisation shall always be the residence of the Secretary until suitable premises can be acquired.

### ***CHAIRPERSON***

- 7.2a Shall be presiding over all meetings.
- 7.2b Shall be the main signatory for all banking accounts.
- 7.2c Shall always be available to liaise with the Secretary and to ensure the smooth running of the organisation.

### ***RECORDING SECRETARY***

- 7.3a Shall record a true and proper record of all meetings.
- 7.3b Shall assist the Secretary with all secretarial duties.
- 7.3c Shall perform all the Secretary's duties when same is not available.
- 7.3d Shall be responsible for distributing all notices and newsletters.
- 7.3e Shall be the organisation's official delegate to meetings with other organisations.

### ***TREASURER***

- 7.4a Shall keep a true and proper record of all financial transactions.
- 7.4b Shall be responsible for issuing receipts for all payments, fundraising income and donations received.
- 7.4c Shall handle all monies at official functions.
- 7.4d Shall check all deposits with the Secretary and do the banking when necessary.
- 7.4e Shall be the co-signatory ( with Chairperson and Secretary ) for all banking accounts.

### ***TRUSTEE***

- 7.5a Shall be responsible for the safekeeping of all the organisation's assets.
- 7.5b Shall table a quarterly Trustee's Report.
- 7.5c The Trustee shall at no time lend out, sell or pawn any of the property of the organisation.
- 7.5d Shall be liable for all missing or damaged property of the organisation.

### ***AMBASSADORS***

- 7.6a Two (2) additional Executive members will be appointed or included if volunteered from registered members.
- 7.6b Shall help the Secretary to recruit new members.
- 7.6c Shall represent the other registered members in Management Meetings, tabling their queries or interest.

## **Clause 8.** **Accountability**

- 8.1 All office-bearers and other appointed representatives should be accountable to the Management Committee in all their dealings for and on behalf of SADPA.

## **Clause 9.** **Vacancies**

- 9.1a Vacancies on the Management Committee shall be filled as soon as possible.
- 9.1b Members shall nominate a suitable candidate for the position by e-mail and sms.
- 9.1c A new appointment will be made by voting by e-mail and sms.

## **Clause 10.** **Motion of No Confidence**

- 10.1 A motion of No Confidence in any Official shall, if carried, cause that Official to immediately vacate his / her position and such a vacancy shall be filled as per procedures laid down under Clause 9.

## **Clause 11.** **Termination of Membership**

- 11.1 Any Official who, during his / her term of office, ceases to be a registered member of the organisation, will immediately relinquish his / her position.

- 11.2 The Management Committee has the power to terminate a member's membership if a member is in breach of the organisation's Constitution or Policies.
- 11.3 If an ordinary member has not paid the annual subscription, the membership will be cancelled.
  
- 11.4 If a management committee member is absent from three(3) consecutive meetings, executive or special meetings, his or her position will be deemed vacant. Such a position will be filled as per procedures laid down under Clause 9.
- 11.5 A member may resign if she or he can no longer carry on serving properly because of having a mental disorder, illness or if, by being active in organisation, she or he can no longer properly run her or his own affairs at home or work.

## **Clause 12.**

### **Sub- Committees**

- 12.1 The Management Committee and/or Secretary may appoint sub-committees for specific, special matters, or special events.
- 12.2 The terms of reference, composition, life and funding of such a committee shall be determined by the Management Committee.

## **Clause 13.**

### **Finance**

#### **Membership Fees**

- 13.1a All members shall pay a once-off registration fee of R50.00
- 13.1b All members shall pay an annual subscription fee of R250.00.
- 13.1b All members shall be liable for all levies set by the controlling body.
- 13.1c The organisation has the power to levy players with an amount of tickets, as decided in a management meeting, for any fundraising function the organisation might organise.

### **Banking**

- 13.1a The organisation's Financial Year shall end 31<sup>st</sup> December of each year.
- 13.1b The organisation shall open banking facilities with recognised banking institutions as decided by the Management Committee.
- 13.1c All monies received shall be deposited within seventy-two (72) hours of receipt.
- 13.1d All withdrawals shall be signed by the Chairperson, Treasurer and the Secretary.

### **Expenditure**

- 13.2a All items of expenditure require an invoice/ cash slip or receipt or other documentation acceptable to support the payment.
- 13.2b The Executive Committee may consider reasonable out of pocket expenses for officials and members.

### **Income and Property**

- 13.3a SADPA will record everything it owns.
- 13.3b SADPA may not give any of its money or property to its members or office bearers. The only time it can be done is when it pays for work that a member or office bearer has done for SADPA The payment must be a reasonable amount for the work that has been done.
- 13.3c A member of SADPA can only get money back for expenses that the member has paid for on behalf of SADPA.
- 13.3d Members or office bearers of SADPA do not have rights over things that belongs to SADPA.
- 13.3e If SADPA have funds that can be invested, the funds may only be invested with registered financial institutions. These institutions are explained in section 1 of the Financial Institutions (Investment of Funds) Act, 1984. Or SADPA can get securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985.
- 13.3f SADPA will be able to own property and other possessions and have the power to buy, hire or exchange any to achieve it's objectives.

## **Auditor**

- 13.4a The Management Committee shall appoint Auditors who shall be a firm of Chartered Accountants.
- 14.4b SADPA's accounting records and reports must be ready and handed to the Director of Nonprofit Organisations within six (6) months after the end of the financial year.

## **Funding / Sponsorships / Donations**

- 13.5a SADPA will raise funds by inviting and receiving contributions ; annual subscription fees paid by members.
- 13.5b SADPA will have the power to organise fundraising events, as long as it's activities abide by the law.
- 13.5c All sponsorships and / or other financial arrangements shall be approved by the Management Committee and members shall be obliged to support sponsorship agreements.

## **Clause 14.**

### **Meetings**

The meetings of the SADPA shall be:

#### ***ANNUAL GENERAL MEETING***

- 14.1a The Annual General Meeting shall be held in January of each year in Cape Town.
- 14.1b Written notice of at least fourteen (14) days must be served on all Management Committee Members and Delegates from the different regions.
- 14.1c At least 51% of Regional Delegates and 75% of Officials must be present to constitute a Quorum.
- 14.1d Should there be no quorum half-an-hour after the scheduled start of meeting, the members present may continue with business on the Agenda only as circulated including the election of new officials.
- 14.1e The above is not to hamper the smooth running of SADPA.

#### **VOTING RIGHTS**

- 14.2a Each official shall have one vote.
- 14.2b Each delegate shall have one vote.
- 14.2c In the event of a tie, the Chairperson shall have the deciding vote.
- 14.2d All ballots shall be secret

#### **AGENDA:**

The Agenda shall be:

- 14.3a Welcome by Chairperson.
- 14.3b Roll-Call and Apologies
- 14.3c Read and confirm the previous meetings' Minutes with matters arising.
- 14.3d Chairperson's Report
- 14.3e Secretary's Report
- 14.3f Annual Reports from:
  - (i) Treasurer - Financial Report & New Budget
  - (ii) Trustees Report.
  - (iii) Special Committees Reports ( if any )
  - (iv) Amendments to the Constitution ( if any )
  - (v) Election of Officials - every second year
  - (vi) Other relevant business
  - (vii) Closing

#### ***MANAGEMENT MEETINGS***

- 14.4a Management Committee Meetings will be held once per month or before an important fundraiser.
- 14.4b The Chairperson / Secretary have the right to call an emergency meeting when the need arises.
- 14.4c The date for the next meeting will be set in the last meeting and no correspondence will be entered into.
- 14.4d Any Management Committee Member absent from three meetings in a row without giving a good reason will be deemed to have vacated his or her post.

## **GENERAL / SPECIAL MEETINGS**

No General or Special meetings will be held.

14.5a Members will be kept informed by e-mail or sms.

14.5b Members will have access to a website.

### **Clause 15.** **Competitions**

15.1 The organisation will organise at least one tournament in a district / region every year.

15.2 The district / region will have full control over district / regional tournaments.

15.3 SADPA members will not pay any entrance fees for competitions sponsored by SADPA.

15.3 Entry Fees will be limited to R50.00 per entry for non members.

15.4 SADPA will pay the determined prize-money for tournaments.

15.5 The organisation will only partake in competitions if it is duly sanctioned by the relevant Controlling Bodies.

15.6 Any players partaking in open competitions without the approval of the organisation, will be dealt with by the Management Committee.

15.7 The organisation has the power to organise open competitions as long if it is sanctioned by the relevant Controlling Bodies. An entry fee is payable for these competitions. Prize-monies will be paid.

15.8 The organisation in conjunction with Darts South Africa will organise its own internal competitions which will determine their own champions. No entry fees are payable for these types of competitions. The Singles Champion and runner-up will win an entry into an overseas tournament.

15.9 The Doubles Champions and runners-up will be entered into the Maseru Open.

15.10 The organisation will only be responsible for travelling and accommodation cost of the players who have been entered in these international competitions.

### **Clause 16.** **Disciplinary Matters**

16.1a The Management Committee or it's appointed representatives shall have authority to expel, suspend, fine or discipline an official or member who is found guilty of misconduct relating to the Constitution of the organisation or the Constitutions of bodies the organisation might be affiliated to or any other matter which adversely affects the best interest of the organisation.

16.1b When a member or official is charged, such member or official shall be entitled to receive written notice of the charge and shall further be entitled to request particulars of such charge, which shall be supplied where necessary or appropriate.

16.1c The said notice shall indicate the date and place of the hearing and shall further inform the member or official concerned that a Minute of the hearing will be recorded.

16.1d The notice shall further state that should a member or official be found guilty as charged, such a member or official shall be entitled to appeal.

16.1e Members wishing to appeal against any conviction and/or sentence imposed by the organisation must lodge such an appeal in writing within thirty (30) days of the date of the written Notice of Conviction and/or sentence, with the Secretary accompanied with an appeal fee of R50.00 which shall be refunded if the appeal is upheld.

16.1f A written appeal shall have the effect of suspending the sentence imposed pending the outcome of such appeal.

16.1g An Appeal Committee, appointed by the Management Committee and which shall exclude any person or member or official whom actively or in any other way participated in the original decision, shall hear the appeal and decide it's outcome.

### **Clause 17.** **Changes to the Constitution**

17.1a Amendments or additions to the Constitution shall be made only at the Annual General Meeting.

17.1b Notice of proposed changes must be made in writing to the Secretary at least thirty (30) days prior to the Annual General Meeting and must be fully motivated.

17.1c Notice of all proposed changes to the Constitution shall be circulated to all members and officials at least fourteen (14) days prior to the Annual General Meeting.

17.1d A two-thirds ( $\frac{2}{3}$ ) majority of those present and eligible to vote is required to approve any change to the Constitution.

**Clause 18.**  
**Review and Rescind**

- 18.1a Notice to review and rescind any decision or ruling shall be given verbally at the meeting where the decision or ruling is taken or made.
- 18.1b The effect of such verbal notice shall be to suspend the decision or ruling until such time notice is dealt with, which is only in the next meeting.
- 18.1c In any event whether such verbal notice has been given or not, a written notice to review and rescind any notice or ruling shall be sent to the Secretary within fourteen (14) days of meeting where the decision or ruling was taken or made. Failing such written notice being served on time, the review and rescind motion shall lapse and the decision or ruling shall come into effect immediately.
- 18.1d A two-thirds ( $\frac{2}{3}$ ) majority of those present and eligible to vote is required to approve the motion to review and rescind.

**Clause 19.**  
**Locus Standi**

- 19.1a The organisation shall be a body corporate and shall be entitled to sue or be sued in any competent court of law in its own name.
- 19.1b Domicilium citandi et exectandi of Cathkin shall be the permanent address of the Secretary for the time being and no legal process shall be considered to have been properly served unless effected at the said address.
- 19.1c No legal proceedings shall be commenced for and on behalf of the organisation unless prior resolution of its Management Committee / Special Meeting had authorised such proceedings.

**Clause 20.**  
**Closing down of SADPA.**

When SADPA closes down it has to pay all its debts. After doing this, if there is any property or money left over it should not be paid or given to members of SADPA. It should be given in some way to another organisation that has the same or nearly the same objectives. SADPA's Management Committee can decide which Organisation this should be. If it cannot reach a decision then Darts South Africa will decide.

No amendments may be made which would have the effect of making SADPA cease to exist.

**Clause 21.**  
**Preferential Clause**

- 21.1 In all cases, this Constitution shall take preference over the Constitutions of other bodies the organisation might be affiliated to.

**Clause 22.**  
**Indemnification**

- 22.1 All members of the Management Committee are hereby deemed to be indemnified by the organisation in respect of any debt, damage or loss incurred by the organisation, unless he or she acted without authorisation, malicious intent or negligently and can then be held responsible for such debt, damage or loss.

**Clause 23.**  
**Bye-Laws**

- 23.1a SADPA may make, repeal and amend Bye-Laws as it may deemed necessary from time to time for the internal management of the organisation.
  - 23.1b The making, rescission and amendments of Bye-Laws shall be affected at a meeting upon a resolution being passed by a simple majority of members.
-