



Modus Operandi: Izimbali (EKB players Standing Committee)

1. Name

The Association shall be called Ekurhuleni Bowls Players Association (hereinafter referred to as IZIMBALI – “The Roses”).

2. Objectives

- 2.1** To manage the affairs of the players selected/have been selected to represent Ekurhuleni Bowls (hereinafter referred to as EKB) at District level
- 2.2** To promote, safeguard and foster the game of bowls amongst members affiliated to IZIMBALI and to extend this to all those playing the game of bowls in a way that is consistent with the objectives and by-laws of EKB and Bowls South Africa (hereinafter referred to as “BSA”)

3. Status

IZIMBALI shall:-

- 3.1** Be an Association of Members as set out in clause 5;
- 3.2** Not be carried out for gain;
- 3.3** Have perpetual succession notwithstanding any change in the number or identity of its members from time to time;
- 3.4** Apply its income and assets towards the promotion of the objectives for which it is established;
- 3.5** Not pay any part of its income, directly or indirectly, by way of dividends, donation or otherwise to the members of IZIMBALI other than as outlined in 4.9 below.

4. Powers

- 4.1** To have representation by way of one member of IZIMBALI being on the Executive of EKB nominated by the Standing Committee and ratified by Council;
- 4.2** To nominate persons, for consideration for appointment by the EKB Executive, to serve on the EKB Selection Standing Committees, including the convenors of such Selection Standing Committees;
- 4.3** To nominate persons, for consideration for appointment by the EKB Executive, as managers for all EKB representative teams;
- 4.5** To consider and deal with all matters relating to the objectives of IZIMBALI which may from time to time be submitted to IZIMBALI by any of its members, EKB, BSA, Gauteng Bowls (hereinafter referred to as “GB”) or any other organisation or body;
- 4.6** To frame and, when necessary, to alter the Modus Operandi at the Annual General Meeting and submit same to the EKB Executive committee for approval;
- 4.7** To raise funds to assist District Players participating at the Inter-District Tournaments or any other tournament considered appropriate by IZIMBALI by
 - 4.7.1** Arranging matches, games, tours, tournaments and gatherings;
 - 4.7.2** Accepting donations, grants and bequests;
 - 4.7.3** Determining and collecting subscriptions from members;
 - 4.7.4** Arranging any other fundraising activities;

4.8 Funds raised by IZIMBALI shall be paid over to EKB to be distributed by them to players participating at the Inter-District Tournaments or any other tournament considered appropriate by IZIMBALI, in proportion to the players participation in fund raising events. The proportion shall be advised to EKB by IZIMBALI.

5. Membership and admission of members

Persons eligible for the various classes of membership shall be

5.1 Full members

Those bowlers who have represented EKB (and its predecessors in title) in the South African Open, Open B, Senior and Under 25 Inter-District tournaments and those bowlers that have represented EKB against any full International side. The respective IZIMBALI lapel badge will only be presented to players after having played in their first game;

5.2 Affiliate members

Those bowlers who have represented EKB (and its predecessors in title) in the South African Under 19 Development Tournament, the Quadrangular/Pentangular Development Tournament, the Inter-Zone Tournament and the Inter-Association Tournament;

5.3 Associate members

Those bowlers who have represented and been awarded colours by any other District in the capacities set out in 5.1 above and who are permanently resident in the area under the jurisdiction of EKB, may apply for and be considered for Associate Membership. In addition Managers of Inter-District representative teams may be proposed and accepted as members at the Association's Annual General Meeting;

5.4 Life members

The IZIMBALI Standing Committee may nominate a member for Life Membership if, in their opinion, such member has rendered exceptional service to IZIMBALI. Such nominees can only be accepted at the Annual General Meeting by a majority vote of the members present. Life Members shall not be required to pay annual subscriptions.

Notwithstanding the above the admission of any applicant shall be at the discretion of the Izimbali Standing Committee.

6. Committee

6.1 IZIMBALI shall have a Committee to administer its affairs and which shall consist of

6.1.1 A Chairperson, a Vice-Chairperson, a Secretary, a Treasurer and three (3) additional members. Two (2) of the Committee shall be of the opposite gender;

6.2 The Committee shall be elected at the Annual General Meeting;

6.3 The term of office of the members of the Committee shall cease at the end of the Annual General Meeting following the Annual General Meeting on which such member was elected;

6.4 Any retiring Committee member shall be eligible for re-election.

7. Proceedings of the Committee

7.1 The Committee may meet, adjourn and otherwise regulate their meetings as they deem fit with the proviso that they shall meet at least once quarterly;

7.2 The Committee may determine what notice is to be given of their meetings and the means of giving notice;

7.3 It shall not be necessary to give notice of a meeting of the Committee to any member thereof who is absent from the Republic of South Africa;

- 7.4** If at any Committee meeting the Chairperson is not present then the Vice-Chairperson shall be the Chairperson of the meeting: otherwise, the Committee members present shall choose one of their number to be Chairperson of the meeting;
- 7.5** Four (4) members present at the commencement of and present throughout a meeting of the Committee shall constitute a *quorum*;
- 7.6** Any question or matter arising at a meeting of the Committee shall be decided by a majority of votes and in the case of an equality of votes the Chairperson shall be entitled to a second or casting vote;
- 7.7** Any casual vacancy occurring on the Committee may be filled by the Committee from IZIMBALI members;
- 7.8** The Committee shall cause a record to be made in a minute book provided for that purpose of all resolutions passed at meetings of the Committee and ensure that all such resolutions be inserted in that minute book.
- 7.8.1** Any such record or any extract there from shall at first sight be evidence of the matters stated therein if it is signed:-
- 7.8.1.1** In the case of a meeting, by the Chairperson of that meeting or by any person present at that meeting who is authorised by the Committee to sign in place of the Chairperson of the Committee;
- 7.8.1.2** In the case of a resolution passed in terms of 7.9 below, the Chairperson of the Committee or by any other member of the who is authorised by the Committee to sign in place of the Chairperson.
- 7.8.1.3** The Secretary will ensure that minutes of any meeting of the Izimbali SC are deposited with the EKB Secretary for distribution among the EKB Executive committee and preserving a record of such meetings
- 7.9** A resolution in writing, which is signed by all the members of the Committee who are present at the same time and who are not less than a *quorum* for a meeting of the Committee and which is inserted in the record book of the proceedings of the Committee, shall be as valid and effective as if it had been passed at a meeting of the Committee.
- 7.9.1** Any such resolution may consist of several documents of the same form, each which is signed by one or more members of the Committee, and shall be deemed (unless the contrary appears from the resolution) to have been passed on the date on which it was signed by the last member of the Committee entitled to sign it.

8. Vacation of office

An elected Committee member vacates the office if the member ceases to be a member of IZIMBALI as provided for in clause 11, or resigns the office by notice in writing to the Secretary of IZIMBALI, or is absent from two (2) consecutive meetings without good reason and without first having advised the Secretary of the inability to attend.

9. Lapel badge

The IZIMBALI Players lapel badges shall be consistent with the colours awarded by EKB from time to time.

10. Subscriptions

Full, Affiliate and Associate Members shall pay an annual subscription as determined by such members present at the IZIMBALI Annual General Meeting from time to time and are payable each year on or before 30 September.

11. Termination of membership

11.1 A member shall cease to be a member of IZIMBALI if

- 11.1.1** Such member's resignation is submitted in writing to the Secretary of IZIMBALI; or

11.1.2Such member's membership is cancelled by the IZIMBALI Committee in terms of 11.2 below

11.2 The Committee may cancel the membership of a member if:-

11.2.1Such member fails to pay the annual subscription on or before due date; or

11.2.2Such member behaves in a manner not becoming of a member and by doing so brings the game of bowls and/or IZIMBALI into disrepute.

11.3 If any member ceases to be a member in terms of sub-clause 11.1.1. above, the member shall remain liable for any subscriptions or balance thereof that may be outstanding at the date on which the member resigned.

11.4 A member who in terms of sub-clause 11.2.1 has failed to pay his/her annual subscription but whose membership has not been cancelled shall not be eligible to vote at any IZIMBALI meetings.

12. Disciplinary and grievance procedures

The handling of all disciplinary actions and grievances shall be dealt with in terms of the Disciplinary and Grievance Procedures of EKB. IZIMBALI will elect one of the members of the EKB Disciplinary and Grievance Committee.

13. General meetings

13.1 The notice period for any General Meeting shall be not less than twenty-eight (28) days;

13.2 Every member shall ensure that their address and email address and any change thereto are recorded with the Secretary of IZIMBALI;

13.3 Any notice or other communication, other than notices of meetings referred to in clause 13.4 below, addressed to any member at the address recorded in respect of the member under 13.2 above, shall be deemed to be received by that member within seven (7) days after being posted or the same day if advised by email;

13.4 Notice of General Meetings shall be forwarded to members of IZIMBALI by email by the Secretary of EKB to the EKB Clubs;

13.5 The accidental omission to give notice of any meeting to any member or person entitled to be present there at shall not invalidate any of the proceedings at that meeting.

14. Annual General Meeting

14.1 The Annual General Meeting shall be held on or before 31 July each year. The Notice of the Annual General Meeting will be the same as provided for in the General Meeting clauses above.

14.2 The business of the Annual General Meeting shall be

14.2.1To read the notice convening the meeting;

14.2.2Obituaries;

14.2.3To read and confirm the minutes of the previous Annual General Meeting and any Special General Meeting referred to in 15 below and to deal with matters arising there from;

14.2.4To receive and consider the report of the Committee;

14.2.5To receive the Annual Financial Statements and Financial Report;

14.2.6To deal with any correspondence pertinent to the business of the Annual General Meeting;

14.2.7To discuss matters referred to the Annual General Meeting by EKB;

14.2.8To consider all motions and/or resolutions of which due notice has been lodged with the Secretary at least 21 days before the date fixed for the meeting;

14.2.9To elect the members of the Committee;

14.2.10To nominate one of its members to represent IZIMBALI on the EKB Executive;

14.2.11To consider any applications received for membership;

- 14.2.12 To determine the annual subscriptions for the ensuing year;
- 14.2.13 To consider any other competent business.

15. Special General Meetings

- 15.1** The Committee may call a Special General Meeting at any time and shall, on the requisition of not less than ten (10) members, convene a Special General Meeting;
- 15.2** Any notice convening a Special General Meeting shall specify the purpose for which the meeting is called and state that no business other than the business specified in the notice shall be transacted at the meeting;
- 15.3** All notices convening a Special General Meeting shall specify the time and place of the meeting;
- 15.4** Notice of any resolution to be proposed at a Special General Meeting must be lodged with the Secretary at least 21 days before the date fixed for the meeting.

16. Chairperson of General, Special General and Annual General Meetings

The Chairperson of each General, Annual General & Special General Meeting shall be:-

- 16.1** The Chairperson of the Committee; or
- 16.2** If the Chairperson of the Committee is not present, the Vice-Chairperson of the Committee; or
- 16.3** Failing 16.1 and 16.2 above, any member of the Committee elected at the meeting:
or
- 16.4** If no Committee Member is present, any member of IZIMBALI elected at the meeting;
- 16.5** The Chairperson of any General Meeting may with the consent of the meeting adjourn the meeting from time to time, but no business shall be transacted at the adjourned meeting other than the business left unfinished from the meeting at which the adjournment took place.

17. Conduct of business, votes and *quorum*

- 17.1** At any General, Annual General and Special General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands;
- 17.2** A declaration by the Chairperson that a resolution has, on a show of hands, been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of IZIMBALI, shall be conclusive evidence thereof, without proof of the number of or proportion of the votes recorded in favour of or against that resolution;
- 17.3** On a show of hands, each member shall be entitled to one vote (except members referred in clause 11.4), provided that no such member shall be entitled to vote at any General, Annual General and Special General Meeting if such member is in arrear with any subscription and that only full members are entitled to vote on matters pertaining to the constitution or matters arising there from;
- 17.4** Members may vote in person only and no proxies or other form of representation shall be permitted;
- 17.5** A *quorum* at a General, Annual General and Special General Meeting shall be 25% of the paid up members unless:-
 - 17.5.1** If within thirty (30) minutes from the time at which a General, Annual General and Special Meeting is scheduled a *quorum* is not present then those members present shall be a *quorum* for that meeting.

18. Financial matters

- 18.1** The financial year of IZIMBALI shall be from the 1st day of July to the 30th day of June the following year;
- 18.2** All monies received on behalf of IZIMBALI, less any expenses incurred, shall be deposited with EKB to be distributed by them in terms of clause 4.8 above;
- 18.3** The Committee shall cause financial statements to be kept showing all the income and expenditure of IZIMBALI and all its assets and liabilities;

- 18.4** The financial statements of IZIMBALI may be audited by EKB or their appointed representative(s);
- 18.5** Appropriate financial statements shall be prepared at the end of each financial year of IZIMBALI and circulated among the members of the Committee prior to the Annual General Meeting.

19. Signatories

All documents which are required to be signed on behalf of IZIMBALI shall be signed by two members of the Committee, one of which shall be the Chairperson or the vice-Chairperson or the Treasurer of IZIMBALI or anyone appointed for this purpose by the Chairperson.

20. Amendments to this Modus Operandi

No amendments to this Modus Operandi shall be of any effect unless the resolution proposing that amendment is passed by a majority of not less than seventy per cent (70%) of the members who are present and entitled to vote at an Annual General Meeting.

21. Dissolution of Izimbali

IZIMBALI shall dissolve if all members present at an Annual General Meeting or Special General Meeting vote in favour of the resolution calling for the dissolution thereof, provided that notice in terms of clause 14.2.8 and 15.4 has been given.

22. Interpretation

In case of doubt as to the strict meaning of any provision of this Constitution the interpretation of the EKB Executive Committee shall be binding on all concerned until the next Annual General Meeting when the matter may be referred to the meeting for a decision.

23. Conflict

No part of this Constitution may be in conflict with the Constitutions and by- laws of EKB and BSA and amendments thereto

End of Modus Operandi

Last updated: 30 September 2014