



# P.E. RIFLE & PISTOL CLUB

P. O. BOX 2771  
NORTH END  
6056  
PORT ELIZABETH

## CONSTITUTION

Date: 29 January 2014

### 1. NAME

The Club shall be called **P.E. Rifle and Pistol Club**

### 2. OBJECTS

The objects of the Club are to do all things necessary to promote, encourage and foster all Nationally organised and officially recognised forms of shooting and whenever possible to provide facilities for same as well as to invest, lend and/or borrow money and to secure the repayment thereof in such manner and upon such terms and conditions in all respects as may seem expedient: to recover monies due to the Club and generally to further the interests of members.

### 3. OFFICE BEARERS

The Office Bearers of the Club shall be a Chairman, Vice-Chairman, Secretary/Treasurer, Safety/Range Officer, Equipment Maintenance Officer, Metal Silhouette Representative, Rifle Range Representative, Stats & Scoring Officer. (The last mentioned can vary or be co-opted). All of whom are to be elected at the Annual General Meeting. The Office Bearers shall retire at each A.G.M. and shall be eligible for re-election from year to year.

### 4. CHAIRMAN OF COMMITTEE

The Chairman shall have a casting vote in addition to his vote as a member of the Committee.

### 5. POWERS OF THE COMMITTEE

The Committee, in addition to any powers specifically conferred upon it by these rules shall have the control and management of the Club Funds, Property and affairs generally, and any such administrative and discretionary powers as may be necessary for properly carrying out the objects of the Club in accordance with these rules and shall have the power to:-

- (a) Remove from its number any ordinary member who has failed to attend two consecutive ordinary meetings without leave of absence,
- (b) Fill any vacancy which may occur in the Committee or any other office, and to co-opt additional members.  
Any member appointed to the Committee or any office in terms of the Rule shall act and have the same authority as if he had been elected at any A.G.M.
- (c) Arrange and regulate the conditions and conduct of competitions.
- (d) Adjudicate upon and settle disputes between members in any matter relating to the rights, privileges and duties of any member if submitted to them in writing, provided that if either party to such dispute shall require that the decision be submitted to a General meeting of Members the Committee shall forthwith call a General meeting for this purpose on receiving a written request to do so signed by at least five (5) members of the Club: and provided that if the dispute shall have arisen out of any ruling, act, matter or thing given, done or performed by the Committee then the same shall be submitted to a General Meeting to be convened by the Committee for such purpose.
- (e) Maintain and repair the equipment and property of the Club, and make such renewals from time to time as may be deemed necessary.
- (f) Appoint officials to sign all legal documents on behalf of the Club and institute or defend legal proceedings by or against the Club.
- (g) Enter into contracts by and on behalf of the Club for the erection of buildings suitable for the Club's requirements for the construction of ranges and/or for any other purpose, provided however, that should the amount of such contract



exceed the sum of R40 000 (forty thousand Rand), the sanction thereto of a General Meeting or Special General meeting of members shall be obtained.

- (h) Do all such other things consistent with the proper conduct of the affairs of the Club, except such as are expressly required by these rules to be done at, and with the sanction of a General Meeting of Members.  
The Committee shall, with sanctions of any General meeting or any special General meeting of the members, have the following further powers:-
- (i) To purchase and/or otherwise acquire landed property and also to sell, let, hire and/or otherwise deal with such landed property.
- (j) To borrow money for the PURCHASE of landed or other property and/or for any other purchase and to hypothecate the landed and/or other property of the Club.
- (k) To lease and take on lease, movable and/or immovable property for the purpose of the Club.

## **6. PROTECTION OF THE COMMITTEE**

All acts done by the Committee or the members thereof in "bona fide" execution of their duty shall be deemed to have been done by the Club as a Whole, and the members of the Committee shall be liable for such acts only to an equal extent with other members of the Club.

## **7. CLUB PROPERTY**

The property and equipment of the Club shall be vested in two Trustees elected by the Managing Committee and either Trustee shall have power to institute or defend any action at Law in the name of the Club when authorised to do so by the Managing Committee.

## **8. CLUB FUNDS**

All Subscriptions and other monies received from any source whatsoever shall be paid into a Banking or Savings Account in the name of the Club; all payments there-from shall be made by cheques or withdrawal form on the account and signed by the Secretary/Treasurer and any one of the following:- (i) Chairman (ii) Vice-Chairman

## **9. ACCOUNTS**

Proper books of account shall at all times be kept and these shall be subject to Examination by an Auditor appointed at the annual General Meeting of members.

## **10. ELECTION OF MEMBERS**

Any applicant for membership of the Club, shall present himself, together with an identity photo, the relevant membership fee at that time, and a cash deposit for a range entry key, to the Secretary/Treasurer. The necessary "Application for Membership" form is to be completed and when the relevant fee has been received, the Secretary will arrange for a membership card to be issued.

Any such application will be considered only if the applicant has paid to the Secretary the membership subscription as required from year to year, together with any increases in the subscriptions as may apply from time to time.

Further, it is a condition presented to Club Members that each and every member maintains his/her affiliation to the National Body where applicable.

## **11. SUBSCRIPTIONS**

- (a) The Annual Subscription shall be due on the 1 April of each year, on which day the Financial Year of the Club shall commence.
- (b) Any member failing to pay his subscription within one month of the date specified in (a) above will be precluded from participating in competitions or matches.
- (c) Any member who has not fully paid his/her subscription fees by 1 May will be removed from the Members List and must immediately return his/her key to the Committee and will automatically forfeit all his/her rights and privileges as a member of the Club.  
Such member will be liable for payment of the current Joining fee at the time when rejoining.
- (d) Any member who has failed to pay his/her subscription prior to the A.G.M. will be precluded from voting thereat.

## **12. SUBSCRIPTIONS BREAKDOWN**

Fees Payable will be as follows:

- **Joining Fee** (for new members or members renewing after 1 May)
- **Membership fee** (membership fee to cover period from 1 April to 31 March)

Membership and Subscriptions may vary from time to time and will be decided at the AGM on a yearly basis.

## **13. RESIGNATION**

Any member failing to give written notice to the Secretary prior to the 1<sup>st</sup> of May or of his/her intention to resign shall be liable for the subscription for the current year and no resignation will be accepted until any outstanding debt has been settled.

## **14. EXPULSION**

Should any member by word, deed or conduct, jeopardise the interest of the Club or his/her fellow members, such member will be liable to expulsion, The Secretary shall notify such member in writing (so that he/she may have the opportunity of explanation or withdrawal from the Club) and shall call a meeting of the Committee who shall decide the question. If two-thirds majority of the members of the Committee present vote for his expulsion, the member shall be expelled.

Any members so expelled shall have the right within one week of the intimation of the Committee's decision to appeal to a Special General Meeting to be summoned by one month's notice, when a majority of those present and entitled to vote shall be required to confirm the expulsion. If the expulsion be not confirmed the member shall be reinstated forthwith.

Any expelled member shall forfeit all rights to or claim upon the Club, or its property or funds which he/she might have had by virtue of his membership.

## **15. COMPLAINTS AND DISPUTES**

All complaints shall be made to the Secretary, who, if he/she shall be unable to Deal with them forthwith, shall require them to be made in writing and shall submit them to the Committee at its next meeting, whose decision shall be final.

Any dispute arising on the Range or Ranges shall be dealt with by the Range Officer or his/her Deputy, but any member not satisfied with the decision given, shall have the right to appeal to the Committee at its next meeting, whose decision shall be final.

## **16. SPECIAL GENERAL MEETING/ANNUAL GENERAL MEETING**

An Annual General Meeting shall be convened by the Secretary annually giving at least thirty (30) days notice to members in writing. A Special General Meeting shall be convened by the Secretary at any time either on receipt of a requisition to that effect signed by at least five (5) members of the Club or whenever the Committee deem such a meeting necessary, giving at least seven (7) days notice to members in writing and stating the object of such meeting.

Eleven (11) members present shall form a quorum at an Annual or Special General Meeting.

At a Special General Meeting no subject other than that stated in the notice convening the meeting shall be discussed, save on the unanimous vote of all members present. No resolution affecting any subject other than that stated in the notice of meeting shall be passed, however, unless the necessary seven (7) days notice has been given.

## **17. MINUTES OF MEETING**

Proper Minutes shall at all times be kept of the proceedings of all General and Committee Meetings.

## **18. ALTERATION OF RULES OR BYE-LAWS**

No rules or Bye-Law of the Club shall be repealed or altered and no new rule shall be made, save by a three- quarters majority of the members present and entitled to vote at a General meeting., and thirty (30) days notice of the intention to propose any new Rule or repeal or alteration shall be given to the Secretary who shall notify every member in writing at

least (14) days before the General meeting.

## **19. VOTING**

The Chairman of a committee meeting or Special General Meeting, shall have, as well as his/her deliberate vote, the prerogative of a casting vote to be exercised only in the case of a tie in any method of voting.

## **20. HONORARY MEMBERSHIPS**

Honorary Membership can be awarded to members who have maintained an uninterrupted paid-up membership to the club for a period of 25 year or longer and who have served the club in a dedicated fashion for the duration of that period. Nominees for Honorary membership will be at the discretion of the Executive Committee and such nominee will be awarded Honorary Membership at an Annual General Meeting, provided two thirds of those present at the Annual General Meeting vote in favour of such membership.

Honorary Membership can be revoked in accordance with Clause 14.

## **21. NOTICES AND CORRESPONDENCE**

The following forms of communication will be accepted as official written forms of Notice and communication:

- Emails (in the form of Emails messages and/or attachments)  
Emails will be used as the primary form of correspondence.
- Post (registered or normal mail)  
Postal correspondence will only be used if and when needed as decided by the Committee at the time.