

CONSTITUTION

of the

**ZINKWAZI DEEP SEA ANGLING AND BOATING
CLUB**

("ZDSABC")

**AS ADOPTED AT THE SPECIAL GENERAL
MEETING
HELD ON THE
21ST NOVEMBER 2025**

CONSTITUTION OF THE
ZINKWAZI DEEP SEA ANGLING AND BOATING CLUB

INDEX

ITEM	PAGE NO
1 NAME AND HEADQUARTERS	
2 INTERPRETATION	
3 DEFINITIONS	
4 AIMS AND OBJECTIVES	
5 LEGAL STATUS	
6 NON-PROFIT DISTRIBUTING CHARACTER	
7 POWERS	
8 MEMBERSHIP	
9 CLASSES OF MEMBERSHIP	
10 ENTRANCE AND SUBSCRIPTION FEES	
11 LIABILITIES OF SUBSCRIPTIONS	
12 TRANSFER IN CLASSES OF MEMBERSHIP	
13 THE STRUCTURE OF THE CLUB	
14 POWERS OF THE EXECUTIVE COMMITTEE	
15 MEETINGS	
16 ANNUAL / SPECIAL GENERAL MEETINGS	
17 VOTING	
18 MINUTE BOOKS AND REPORTS	
19 FINANCIAL MATTERS	
20 DUTIES OF OFFICE BEARERS	
21 COMPETITIONS AND COMPETITION FEES	
22 MISCONDUCT AND DISCIPLINE	
23 INDEMNITY	
24 AMENDMENTS TO THE CONSTITUTION	
25 DISSOLUTION	

**CONSTITUTION OF THE
ZINKWAZI DEEP SEA ANGLING AND BOATING CLUB**

1 NAME AND HEADQUARTERS OF THE CLUB

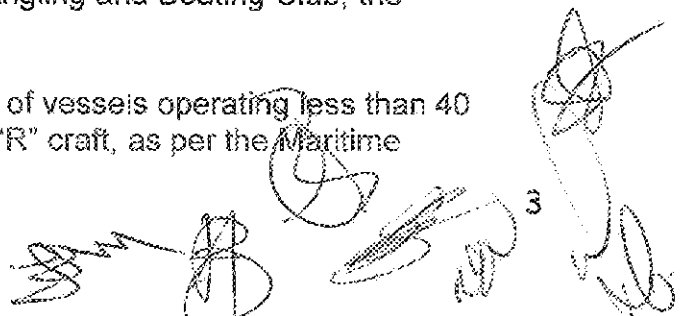
- 1.1 The name of the Club shall be the "ZINKWAZI DEEP SEA ANGLING AND BOATING CLUB" ("ZDSABC", hereinafter referred to as "the Club").
- 1.2 The headquarters of the Club shall be at the ZDSABC Clubhouse, situated at the Zinkwazi Main Beach, Zinkwazi Beach, KZN, 4480.

2 INTERPRETATION

- 2.1 This Constitution shall be interpreted according to the following provisions, unless inconsistent with or otherwise indicated by the context:
 - 2.1.1 The headings of clauses have been inserted for convenience only and shall not affect the interpretation of this Constitution;
 - 2.1.2 Words in the singular number shall include the plural and vice versa, and reference to male shall include reference to female;
 - 2.1.3 References to a person shall, where the context so requires, include: an individual natural person, firm, company, corporation, juristic person, local authority, and any trust, entity, association or partnership, whether or not having separate legal personality;
 - 2.1.4 Words defined in a specific clause have the same meaning in corresponding clauses of this Constitution; and
 - 2.1.5 If any definition in clause 3 hereof contains a substantive provision conferring rights or imposing obligations on any party, effect shall be given to such provision as if it were a substantive provision in the body of this Constitution.

3 DEFINITIONS

- 3.1 "AGM" means the Annual General Meeting of the Club.
- 3.2 "Club" means the Zinkwazi Deep Sea Angling and Boating Club, the ZDSABC.
- 3.3 "Craft" or "Vessel" means all categories of vessels operating less than 40 nautical miles offshore, including class "R" craft, as per the Maritime

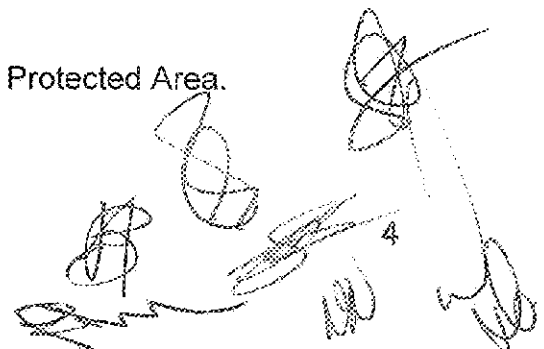


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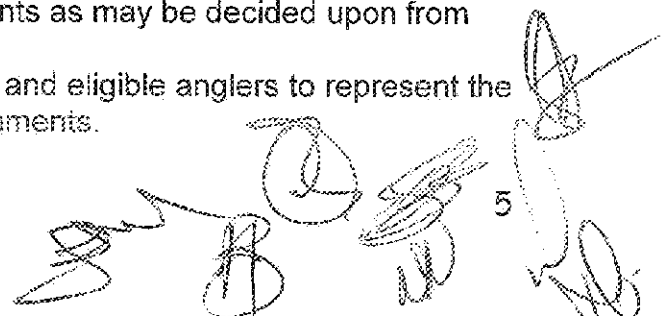
Occupational Safety Regulations, 1994, and in terms of the Merchant Shipping Act No. 57 of 1951.

- 3.4 "Enzemvelo" means Enzemvelo KZN Wildlife.
- 3.5 "Executive Committee" or "Committee" means the body elected in terms of clauses 13 and 14 hereof and which has a wide discretionary mandate to conduct all of the affairs of the Club, under its jurisdiction.
- 3.6 "Full Member – Offshore" means an angling member inclusive of boating and launching rights, as per clause 9.1 hereof.
- 3.7 "IGFA" means the International Game Fishing Association.
- 3.8 "Jurisdiction" means the obligations and responsibilities of the Executive Committee in respect of (a) the physical areas / premises of Zinkwazi Main Beach and launch site, the Lagoon, inclusive of the Lagoon Recreational site and Club House, deep sea / offshore excursions, and (b) concerning the conduct of members whilst on the premises.
- 3.9 "KDM" means the KwaDukuza Municipality, a category B local authority under the iLembe District Municipality.
- 3.10 "Member" means a paid-up member of the Club, in good standing, in accordance with the provisions of clauses 8 and 9 hereof.
- 3.11 "NDSAA" means the Natal Deep Sea Angling Association.
- 3.12 "OEMP" means Operational Environmental Management Plan.
- 3.13 "ORI" means the Oceanographic Research Institute.
- 3.14 "SAAMBR" means the South African Association for Marine Biological Research.
- 3.15 "SADSAA" means the South African Deep Sea Angling Association.
- 3.16 "Skipper" means any person certified to operate a craft in terms of a valid certificate of competency, issued by SAMSA.
- 3.17 "SAMSA" means the South African Maritime Safety Association.
- 3.18 "SASACC" means the South African Sports Angling Casting Confederation.
- 3.19 "Special General Meeting" or "SGM" means a meeting of members, other than an AGM, called for a specific purpose.
- 3.20 "UMPA" or "MPA" means the Uthukela Marine Protected Area.

4 AIMS AND OBJECTIVES OF THE CLUB



- 4.1 To promote, foster, and actively support the sport of amateur offshore angling and competitive angling from a craft or vessel, under its jurisdiction, as well as in the greater Zinkwazi Beach area.
- 4.2 To assist the KDM in the safe operation and control of all boating activities at Zinkwazi, in the lagoon, as well as offshore excursions
- 4.3 To abide by and adhere to the OEMP of the Zinkwazi Launch Site as set out by local Government Regulations.
- 4.4 To comply with applicable legislation, inclusive of compliance with safety regulations as well as the restrictive conditions of the UMPA, and to inform visitors, craft owners, and skippers in respect of restrictive conditions, inclusive of MPA coordinates.
- 4.5 To organize and to conduct social and/or sporting activities, and to promote sportsmanship and good fellowship among members, and the wider community.
- 4.6 To affiliate with any compatible National, Provincial, or other bodies, in the furtherance of these aims and objectives.
- 4.7 To comply with applicable legislation and to follow the rules and regulations laid down from time to time by the NDSAA, SAMSA, and the SADSAA.
- 4.8 To utilize the property and revenue of the Club to further the objectives of the Club, and for such other purposes as the Club may from time to time deem necessary or desirable.
- 4.9 To establish sub-committees as may be deemed necessary, in the furtherance of these aims and objectives.
- 4.10 To purchase, improve, take on, lease, exchange, hire or otherwise acquire any movable or immovable property or rights or privileges whatsoever, which may be deemed necessary, suitable or convenient for the implementation or attainment of the aims and objectives of the Club, and to sell, let or hire or otherwise dispose of the whole or any part of the assets of the Club upon such terms and conditions as the Club may from time to time deem fit.
- 4.11 To open and operate banking and/or savings accounts and to invest money on such terms and conditions as may be deemed expedient.
- 4.12 To raise funds or borrow money from time to time to further the aims and objectives of the Club.
- 4.13 To establish a fishing tournament fund for funding an inter-club, inter-zonals, inter-provincial, national, and international tournaments, in which any of the club members or teams have been selected to participate, on conditions, inclusive of funding, entirely at the discretion of the Committee.
- 4.14 To promote and to comply with safe boating practices for members, in accordance with applicable safety legislation.
- 4.15 To appoint service providers, contractors, and/or employees on a permanent or temporary basis, as may be deemed expedient to give effect to the objectives of the Club.
- 4.16 To comply with ethical fishing principles by keeping records of fish caught on rod, reel, and line from crafts offshore.
- 4.17 To organize competitions or tournaments as may be decided upon from time to time by the Committee.
- 4.18 To select or propose suitably qualified and eligible anglers to represent the Club or Province in competitions or tournaments.



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- 4.19 To guard, protect, or defend the members of the Club against such acts, conduct, or behavior which may be prejudicial to the interest or reputation of the Club.
- 4.20 To engage in pro-active actions and activities as may be in the interest of the Club and its members and which are not inconsistent with the objectives, or any matter specifically provided for in this Constitution.
- 4.21 To make available the accumulation of all reliable piscatorial information to visiting and local anglers, on the food, habits, and conditions of life of aquatic saltwater species.
- 4.22 To cooperate with the SAAMBR and ORI on marine research projects when called upon to do so.
- 4.23 To act in support of any compatible person or body in the quest for the protection of marine conservation, the prevention of the depletion of aquatic resources, and of the sport of offshore recreational fishing.
- 4.24 To conduct the management of the Club in accordance with the spirit and intention of the Constitution of the Republic of South Africa, on a non-racial, fair and non-discriminatory basis.
- 4.25 To maintain a comprehensive register of individual members of the Club and to update such a register at least before each annual general meeting.
- 4.26 To regulate and to manage daily fish catch returns in compliance with applicable requirements, which may be amended from time to time.
- 4.27 To undertake and or support compatible scientific and economic research and studies to determine the scientific impact of the sport of offshore angling on the economy, the environment, and the reserves of aquatic saltwater species.
- 4.28 To uphold the code of conduct of the ZSBSABC, NDSAA, SADSAA, SAMSA, and the SASACC.
- 4.29 To fulfill all of the other incidental objectives of an angling and boating club, not specifically provided for herein, and to take the necessary lawful steps and actions to achieve these aims and objectives.

5 LEGAL STATUS OF THE CLUB/ ASSOCIATION NOT FOR GAIN

- 5.1 The Club is a voluntary association with its own legal identity, which is separate from its individual members. The Club shall continue to exist even if the members change. The Club may own property, enter into contracts, and sue or be sued in its own name.
- 5.2 The Club chooses as its *domicilium citandi et executandi* the address of its presiding Chairperson.
- 5.3 Legal documents, inclusive of contracts, agreements, affidavits, and resolutions, shall be executed on behalf of the Club by the Chairperson and at least one member of the Executive Committee.
- 5.4 No member, nor any guest or visitor, shall have any right of action against the Club for any damage suffered by them through the default or neglect by the Club or its employees, or for whatever reason.

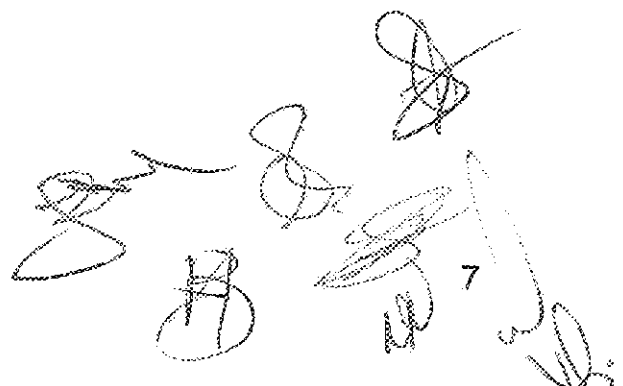
6 NON-PROFIT DISTRIBUTING CHARACTER

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- 6.1 The income and property of the Club shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the Club solely by virtue of their being members or office-bearers. No portion of the income or property of the Club shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Club or Executive Committee, except as:
- 6.1.1 reasonable compensation for services actually rendered to the Club;
 - 6.1.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Club.
- 6.2 Upon the dissolution of the Club, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit entity, which the Executive Committee (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the Club; and should the Club become an approved public benefit organization.

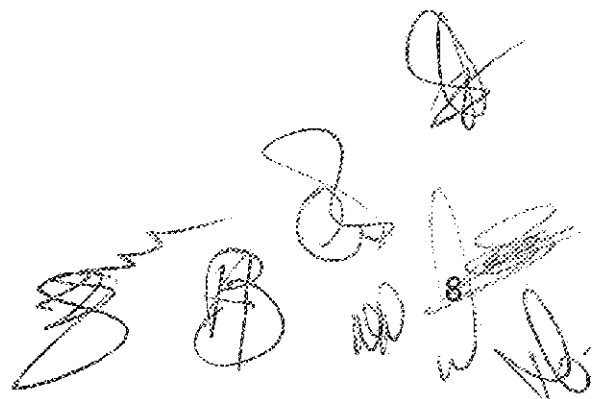
7 POWERS

The Club, acting through its Executive Committee, or at General Meeting, shall have wide and discretionary powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the achievement of the aims and objectives provided for in clause 4 hereof.

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8 MEMBERSHIP

- 8.1 Membership of the Club shall be open to all persons actively pursuing and/or interested in the sport of offshore angling, boating, as well as the conservation of the oceans.
- 8.2 The election of members shall be decided by the Committee by majority vote.
- 8.3 No candidate for membership shall be eligible unless:
- 8.3.1 The Secretary has received the duly completed and signed application for membership form, inclusive of all of the requisite supporting documentation, attached to such form.
- 8.4 Membership is entirely at the discretion of the Committee, subject to due consideration and due process.
- 8.5 A member whose application for membership has been accepted shall be bound by this Constitution as well as the Rules, directives, and standing instructions of the Club, subject to amendment from time to time. A copy of the Constitution shall be available from the Secretary.
- 8.6 Any member who intends to take part in a business/ commercial activity for financial and/or other gain related to the Club shall disclose the same and make a written application to the Committee in writing, outlining the full objectives and implementation details. The Committee shall consider such an application to decide on appropriate action, and/or to arrive at a final decision.

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9 CLASSES OF MEMBERSHIP

9.1 Full Member – Offshore

- 9.1.1 Age: Any person who turns 19 (nineteen) during the year of birth shall be eligible for all classes of membership.
- 9.1.2 "Married Membership": ("the couple") shall comprise the member, the spouse, and their bona fide children under the age of 19 (nineteen) years. The couple shall have all the rights and privileges as would be conferred on any member. Only one (1) person shall be eligible to vote at a meeting or ballot.
- 9.1.3 A full-time student, dependent on the member for support, may temporarily be part of the family unit for membership, pending the self-supporting stage. Application for this dispensation must be in writing with proof of student status, and will be at the discretion of the Committee.
- 9.1.4 The contents of clause 9.1.3 shall apply mutatis mutandis to all classes of membership.
- 9.1.5 Full Offshore subscriptions include tractor fees and SADSAA affiliation fees.

9.2 Lagoon Member

- 9.2.1 Any person shall, subject to the approval of the Committee, be eligible for membership as a Lagoon member.
- 9.2.2 In the case of a full member who is married, membership shall comprise the member, his or her spouse, and their bona fide children under the age of nineteen years. Husband and wife shall have all the rights and privileges as would be conferred on any full member. Only one person shall be eligible to vote at a meeting or ballot.
- 9.2.3 The provisions of clause 9.1.3 hereinabove are applicable.
- 9.2.4 Lagoon members may not launch offshore. All craft used on the lagoon are required to be SAMSA compliant.
- 9.2.5 Lagoon subscriptions do not include tractor fees.

9.3 Honorary Life Member

At any Annual General Meeting of the Club, the Committee may propose one or more honorary life members to be elected by a majority of the members present at such a meeting. No such nomination shall be made unless the person nominated has rendered outstanding and meritorious services to the Club. Any such honorary life member shall be subject to the rules and regulations of the Club and enjoy the privileges of membership without payment of a membership subscription. However, should the member be affiliated with NDSAA and SADSAA, the member will be liable for payment of the relevant affiliation fees.

9.4 Social Member

- 9.4.1 Social members utilize the services provided by the Club at the clubhouse and do not engage in any of the boating activities, be that on the lagoon or offshore.
- 9.4.2 In the case of a full member who is married, membership shall comprise the member, his or her spouse, and their bona fide children

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under the age of nineteen years. A child who is aged nineteen or older and still a full-time student dependent on the member for support may still be part of the family unit for membership until the self-supporting stage. A separate application for this facility must be in writing.

- 9.4.3 Only one person shall be eligible to vote at a meeting or ballot.
- 9.4.4 Social members shall not be eligible to vote on matters concerning the operation and safety of boats and boating or any organized angling event.
- 9.4.5 Social members do not have access to the lagoon or the lagoon site.

9.5 Junior Member

Any person under the age of 19 years shall be eligible as a junior member of the Offshore section. Election to such membership shall be at the sole discretion of the Committee and subject to such conditions as the Committee may impose. Junior membership subscriptions cover SADSAA affiliation fees.

9.6 Temporary Member

Any person, whilst participating in any competition organized by and held at the ZDSABC or launch site, or if such person is a bona fide candidate for membership, shall be eligible for temporary membership on such terms and conditions and with such rights and privileges as the Committee may determine. Visitors / Temporary members are restricted to those registered Members of a SADSAA-affiliated club.

9.7 Limitations

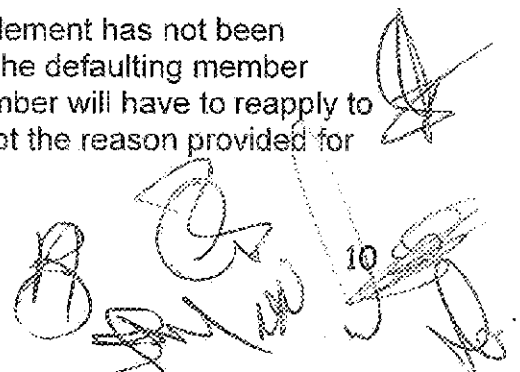
The Committee has the right to control the number of craft and vessels and to limit the same, if necessary, to a specified number. A waiting list structure shall be determined by the Committee and revised as the case may be, dependent on prevailing conditions.

10 ENTRANCE AND SUBSCRIPTION FEES

- 10.1 The Entrance and Annual Subscription fees for the various classes of membership shall be revised and determined by the Executive Committee annually.

11 LIABILITIES OF SUBSCRIPTION

- 11.1 All subscriptions shall become due and payable in September of every year. All subscription accounts shall be sent out at the end of August of each year.
- 11.2 Any member who has not paid his subscription 60 (sixty) days after the due date shall be advised to that effect by e-mail and or by any other electronic means should the e-mail be returned.
- 11.3 If, after a further 21 (twenty-one) days, full settlement has not been effected, the Committee shall remove the name of the defaulting member from the Register of Members. This defaulting member will have to reapply to become a member should the Committee not accept the reason provided for the defaulted payment.



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11.4 Members wishing to resign from the Club shall tender such resignation before the 30th of September of the current year to avoid subscriptions for the following year.

12 TRANSFER IN CLASSES OF MEMBERSHIP

12.1 A member of any class of membership may, with the consent of the Committee, transfer from one class of membership to another. Full fees applicable to the change of membership class will be payable.

12.2 Such a change of membership shall be upon such terms and conditions as the Committee, in its sole discretion, may decide upon.

13 THE STRUCTURE OF THE CLUB

THE EXECUTIVE COMMITTEE

13.1 Function

The affairs of the Club shall be controlled and managed by the Executive Committee, subject to the terms of this Constitution and the resolutions of members in a General Meeting.

13.2 Composition

13.2.1 The Executive Committee shall consist of members as provided for in this Constitution. The Committee has the power to co-opt any person to the Committee, for any reason it deems necessary.

13.2.2 Seventy-eight percent (78%) of the Committee members must reside within the area falling under the Zinkwazi Beach / SA post code 4480, and be eligible for offshore membership.

13.2.3 The Committee shall consist of nine (9) Committee members, as well as 2 (two) coopted persons as follows:

13.2.3.1 The Chairman (SAADSA Affiliated) and resident of Zinkwazi Beach;

13.2.3.2 The Vice-Chairman (SAADSA Affiliated) and resident of Zinkwazi Beach;

13.2.3.3 The Secretary(coopted);

13.2.3.4 The Treasurer(coopted);

13.2.3.5 The Safety Officer (SAADSA Affiliated);

13.2.3.6 The Records and Tournaments Officer (SAADSA Affiliated);

13.2.3.7 One (1) Lagoon/Environmental Representative (resident of Zinkwazi Beach;

13.2.3.8 One (1) Social Representative (resident of Zinkwazi Beach;

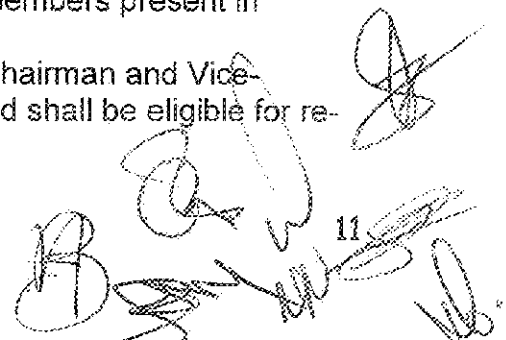
13.2.3.9 Two (2) Committee Members (SAADSA Affiliated);

13.2.3.10 One (1) Committee Members (not Affiliated).

13.3 Election

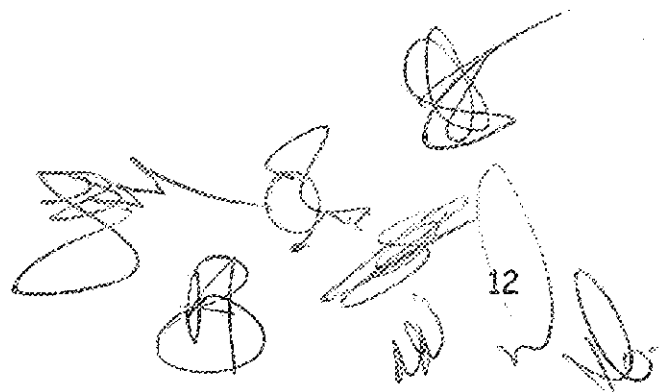
13.3.1 The election of the Committee shall be by show-of-hand or by secret ballot at the Annual General Meeting by the members present in person at that meeting.

13.3.2 All members of the Committee, save for the Chairman and Vice-Chairman shall retire annually at the AGM, and shall be eligible for re-election.



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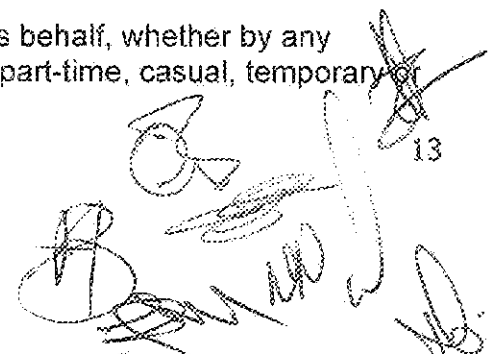
- 13.3.3 The members of the Committee shall be elected by majority vote of the members present in person at the AGM of the Club, of that year.
- 13.3.4 Nominations for the Committee shall be signed by a proposer and lodged with the Secretary at least seven (7) days before the AGM meeting.
- 13.3.5 Members will be notified of such nominations within 48 (forty eight) hours of receipt by the Secretary.
- 13.3.6 The election of a Chairman and a Vice-Chairman shall take place at the AGM in terms of clause 13.3.1 hereinabove.
- 13.3.7 Unless by being removed or resigning from the Committee, an elected Chairman or Vice-Chairman shall hold office for a three (3) year term with a maximum of two (2) terms.
- 13.3.8 The Committee shall appoint a Secretary and Treasurer who may or may not be members of the Club, who will be appointed annually.



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14 POWERS OF THE EXECUTIVE COMMITTEE

- 14.1 To safeguard, uphold, and protect the constitutional aims and objectives of the Club.
- 14.2 To manage and control the affairs of the Club and to deal with all matters as it deems fit and expedient, inclusive of legal matters, litigation, and the making of ordinary as well as special resolutions.
- 14.3 To approve and issue the rules and regulations of the Club and any amendments thereto, inclusive of standing instructions and management briefs.
- 14.4 To determine all membership fees and such other levies and subscriptions as it may be considered appropriate.
- 14.5 To formulate, publish, amend, interpret, and administer any rules deemed to be necessary as an addendum to this constitution. Such rules shall be ratified by the Committee during a meeting at which a simple majority of the Committee members are in favour of the rule being proposed.
- 14.6 To acquire, either by purchase, lease, or otherwise, any movable or immovable property on behalf of the Club and to sell, let, mortgage, or otherwise deal with or dispose of any movable or immovable property belonging to the Club.
- 14.7 To invest in and deal with the monies or assets of the Club not immediately required to be used, in such manner, upon such conditions and upon such securities as may be determined from time to time, and to open and operate banking accounts in the name of the Club.
- 14.8 To engage and dismiss employees of the Club, to fix their remuneration, and to define their duties.
- 14.9 To make, amend, or repeal rules relating to procedural, administrative, and disciplinary matters, the management of the affairs of the Club, and of all matters connected with the Club and its activities, provided such rules are not inconsistent with the provisions of this Constitution or with any legislation.
- 14.10 To admit or refuse to admit persons to membership of the Club, to fix the conditions under which former members of the Club may be re-admitted to membership and to suspend, fine or expel any member who infringes any of the provisions of this Constitution or rules, or acts in a manner which is detrimental to the interest of the Club or its members.
- 14.11 To institute or defend legal proceedings by or against the Club or on behalf of or against individual members in connection with their membership.
- 14.12 To settle any matter in a dispute which has been submitted in writing to the Committee.
- 14.13 To keep a register of members and to remove from such a register the name of any member who has ceased to be a member of the Club for any reason.
- 14.14 To resolve any doubt or dispute as to the interpretation of any of the provisions of this Constitution or rules made under it.
- 14.15 To manage the lagoon and surf launch sites as the authorized body on behalf of KDM, as set out in the OEMP.
- 14.16 To co-opt any member to perform duties, in the event of any member of the Committee resigning from the Committee or ceasing to be a member of the Club, for any cause whatsoever.
- 14.17 To appoint members or non-members to form Sub-Committees on an ad-hoc basis, to deal with any subject matter referred to that committee.
- 14.18 To pay remuneration for any services rendered to it or on its behalf, whether by any member, or anyone else, and whether rendered on a full-time, part-time, casual, temporary or other basis.



13

14.19 To accept donations, grants, and bequests.

14.20 To issue correspondence, notices, standing instructions, rules, or management briefs to members as well as to non-members. E-mail or SMS, or WhatsApp messages will constitute proper service.

15 MEETINGS

15.1 The Committee shall meet at least once each month except for December.

15.2 The Chairman shall chair Committee Meetings. In the absence of the Chairman, the Vice-Chairman shall preside at that meeting.

15.3 Four (4) members of the Committee, one (1) of whom shall be the Chairman or Vice-Chairman of the Club, shall form a quorum.

15.4 In the event of any member of the Committee failing to attend three (3) consecutive meetings without a reasonable excuse, that office shall be deemed vacant, and the Secretary shall advise the member to that effect.

15.5 All matters arising at a meeting of the Committee shall be decided by a majority of the members present, and in the event of an equality of votes, the Chairman shall have a casting vote.

15.6 At its first meeting, the incoming Committee shall determine by majority vote the monetary threshold for the referral of non-routine financial decisions as follows:

15.6.1 The threshold monetary amount within which the Committee will have the authority to proceed.

15.6.2 The threshold monetary amount that must be referred to the members for a special resolution to proceed.

15.7 For service providers, a three-quote system must be adhered to for expenditure in excess of the amount determined in clause 15.6.2, hereinabove.

15.8 The aforementioned threshold monetary limits must be decided upon at the first Committee meeting following the Annual General Meeting.

16 ANNUAL / SPECIAL GENERAL MEETINGS

16.1 The AGM of the Club shall be held not later than the 23rd of December each year at such time and place as the Committee may determine.

16.2 Thirty (30) days before the AGM, the secretary shall invite members via email to place matters on the Agenda for the AGM. Only matters which are specified on the agenda as delivered with the Notice of the Meeting shall be dealt with at the AGM

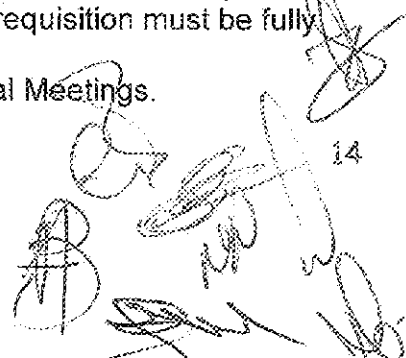
16.3 Fourteen (14) days before the AGM, the secretary shall invite members to nominate candidates for the Committee via email. Nominations must be submitted 7 days before the AGM.

16.4 A notice convening the Annual General Meeting shall be emailed to all members at least fourteen (14) days before the date set out for the meeting.

16.5 The Committee may at any time call a Special General Meeting of the Club by giving at least seven (7) days' notice to all members and specifying the subjects to be discussed at the meeting.

16.6 The Committee shall be obliged to call a Special General Meeting on a written requisition signed by 10 or more fully paid-up members. The reason for such a requisition must be fully stated therein.

16.7 Ten (10) fully paid-up members shall form a quorum at all General Meetings.



14

16.8 In the event of a quorum not being obtained at a General Meeting, the Secretary shall recall the meeting, giving members at least seven days' notice.

16.9 Those present at such subsequent recalled Meeting shall form a quorum.

17 VOTING

17.1 Only fully paid-up members may vote at a General Meeting.

17.2 Issues relating to deep-sea angling may only be voted upon by Offshore Members.

17.3 All voting at General Meetings will be by show-of-hand or secret ballot if so proposed and accepted by those present at the meeting.

17.4 All questions submitted at a general meeting shall be decided by show-of-hand, or secret ballot. A ballot may be demanded by 51% of the members present and shall be taken at once.

17.5 The vote of the majority shall bind the minority.

17.6 Temporary and Junior members may not vote on any matters, and Lagoon and Social members may not vote on deep-sea angling matters.

17.6 In the event of an equality of votes at any meeting, the Chairman shall have the casting vote.

18 MINUTE BOOKS

18.1 The Minutes of the proceedings of the General Meetings, together with the Annual Financial Statement and Report of the Committee, shall be available to any member of the Club applying for it.

18.2 The Secretary shall electronically (and if necessary in manual format) store all records of proceedings, Minutes of meetings, correspondence, and a register of Club members.

18.3 The Treasurer shall be responsible for all monies received on account of the Club and shall place the same to the credit of the Club in a bank designated by the Committee. Internet payments and banking on behalf of the Club shall be authorized by any two (2) of three (3) designated signatories as determined by the Committee from time to time.

18.4 The Committee shall ensure that proper financial and banking procedures are followed and maintained, as regulated by any applicable laws governing such transactions.

19 FINANCIAL MATTERS

19.1 Bank Account

19.1.1 The Executive Committee shall open and maintain a bank account(s) in the name of the Club with a registered banking institution;

19.1.2 The Executive Committee shall ensure that all monies received by the Club are deposited in the abovementioned bank account as soon as possible after receipt.

19.2 Authorized Signatories

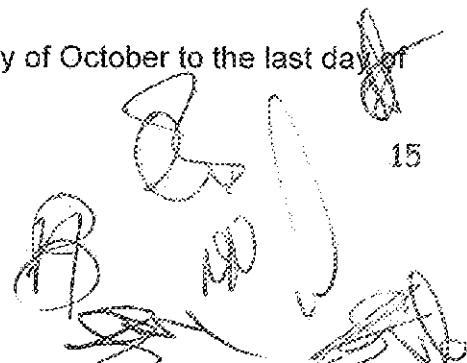
19.2.1 All disbursements or payments made by the Club in excess of the threshold monetary amount provided for in clause hereof shall be authorized in terms of the provisions of clause 15.6 hereof;

19.2.2 Any documents requiring signature on behalf of the Club shall be signed by any two (2) Executive Committee members.

19.3 Financial Year End

19.3.1 The Club's financial year end shall extend from the 1st day of October to the last day of September of the next calendar year;

15



19.3.2 The financial year end may be amended by ordinary resolution at a general meeting.

19.4 Financial Records

19.4.1 The Executive Committee shall ensure that the Club keeps such accounts, entries, registers, and records as are necessary for the proper functioning of the Club and which fairly reflect the financial affairs of the Club;

19.4.2 The financial records may be kept in either physical /or electronic format;

19.4.3 A copy of the Annual Financial Statements shall be made available to all members as soon as possible after the close of the financial year.

20 DUTIES OF OFFICE BEARERS

20.1 Chairman:

20.1.1 The Chairman shall preside in the capacity of Chairman at all meetings at which he is present, and shall:

20.1.2 Enforce observance of the Constitution of the Club,

20.1.3 Sign minutes of meetings after confirmation, generally supervise the affairs of the Club, and perform such duties as by usage and customs pertain to this office.

20.1.4 Make announcements, press releases, and communications with the press, media, or other bodies as mandated by the Committee.

20.1.5 Present a written report at the Annual General Meeting, in respect of activities during the previous year.

20.1.6 Conduct, institute, or defend legal proceedings on behalf of the Club

20.1.7 Accept fiduciary responsibility with the Vice Chairman and the Treasurer of the Club.

20.1.8 The Chairman shall not have a deliberative vote, but in the event of equality, a casting vote.

20.2 Vice-Chairman:

20.2.1 The Vice-Chairman shall exercise the powers and perform the duties of the Chairman in the absence of the latter, and shall:

20.2.2 Accept fiduciary responsibility with the Chairman and the Treasurer.

20.2.3 Has one (1) vote.

20.3 Treasurer:

20.3.1 The Treasurer shall be responsible for the collection of all subscription fees and/or levies, and shall:

20.3.2 Be responsible for the administration of all monies and funds of the club, inclusive of the issuing of relevant correspondence.

20.3.3 Issue official receipts for all monies received.

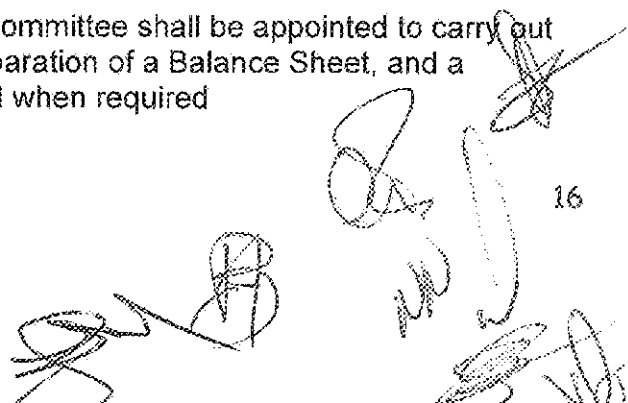
20.3.4 Submit reports and financial reconciliations in respect of the financial position of the Club to the Executive Committee at monthly Committee meetings.

20.3.5 Submit a set of audited accounts at the Annual General Meeting.

20.3.6 Administer and keep books of account, reflecting all financial transactions of the Club.

20.3.7 Ensure that agreed and accepted accounting and cash handling practices are strictly implemented.

20.3.8 Ensure that an Accountant approved by the Committee shall be appointed to carry out the auditing of the books, inclusive of the preparation of a Balance Sheet, and a Statement of Income and Expenditure, as and when required



16

- 20.3.9 Ensure that the register of the Club's assets is maintained and that the same are adequately insured.
- 20.3.10 Ensure all payments made by the Club are authorized by the signatories, one of whom shall be the Chairman, Vice Chairman, or Treasurer.
- 20.3.11 Accept fiduciary responsibility with the Chairman and the Vice Chairman of the club.
- 20.3.12 Pay over all affiliation fees to NDSAA and/or any other body as authorized by the Chairman.

20.4 Secretary:

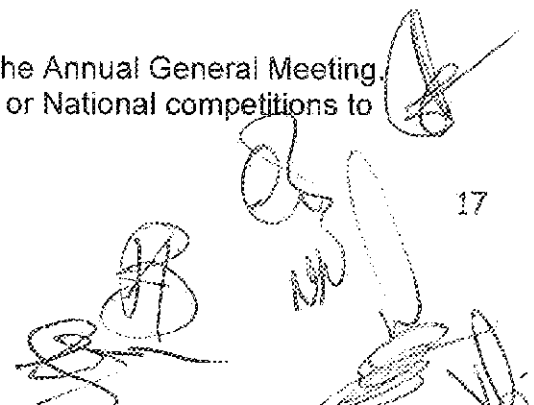
- 20.4.1 The Secretary shall receive requisitions for meetings and issue notices of meetings, and shall:
- 20.4.2 Conduct all correspondence for and on behalf of the Club with the approval of the Chairman and Vice Chairman.
- 20.4.3 Electronically keep the originals of letters and mails received and copies of letters and mails dispatched, and at each meeting of the Committee, present the correspondence that has taken place since the previous meeting.
- 20.4.4 Attend all meetings and take minutes of the proceedings.
- 20.4.5 Maintain an updated comprehensive register of all members.

20.5 Safety Officer:

- 20.5.1 The Safety Officer acts on behalf of and for the club regarding all safety-related matters on the lagoon and the launch site, and shall:
- 20.5.2 Submit a safety report at the Annual General Meeting.
- 20.5.3 Attend safety training at NDSAA.
- 20.5.4 Communicate any safety-related correspondence with the committee and the members received from NDSAA, SADSAA, or SAMSA.
- 20.5.5 In collaboration with the SAMSA Liaison Officer, ensure that all members and visitors who launch have the necessary and correct documentation as per SAMSA's requirements.
- 20.5.6 Liaise with the club's secretary regarding data capturing of safety-related matters.
- 20.5.7 Have (1) one vote.

20.6 Tournaments And Records Officer

- 20.6.1 The Officer compiles tournaments' calendars for club competitions, for submission to the Executive Committee, and shall:
- 20.6.2 Organize tournaments for the Club.
- 20.6.3 Assist in identifying anglers to represent the club at Inter-Club, Inter-Provincial, and National tournaments.
- 20.6.4 Obtain sponsorship for competitions.
- 20.6.5 Arrange fishing and tackle talks or chats, and liaise with television channel producers to secure coverage.
- 20.6.6 Promote junior angling within the Club.
- 20.6.7 Abide by and follow SADSAA Tournament Rules.
- 20.6.8 Promote IGFA ethical fishing practices.
- 20.6.9 Present a detailed tournament report for the year at the Annual General Meeting.
- 20.6.10 Submit tender documents to host Inter-Provincial or National competitions to NDSAA.



17

- 20.6.11 Update the Honours Board.
- 20.6.12 Assist a member or visitor who claims a record.
- 20.6.13 Ensure that the Club scale is calibrated and has an updated calibration certificate.
- 20.6.14 Ensure that all relevant documentation has been submitted to host tournaments and to obtain special written consent if the number of launches should be exceeded, in accordance with standard procedure.
- 20.6.15 Have 1 (one) vote.

20.7 Environmental Officer

- 20.7.1 The Environmental Officer represents the Club on any bodies set up to manage saltwater aquatic species, fisheries, the conservation of fish habitats, and to act against pollution at the lagoon and launch site, and shall:
- 20.7.2 Represent the club at all meetings with KDM and/or other bodies concerning any environmental matters.
- 20.7.3 Ensure all new environmental legislation is forwarded to all Club members as and when received from such relevant bodies.
- 20.7.4 Liaise with Ezemvelo concerning the annual National Beach Clean Up day.
- 20.7.5 Liaise with, follow, and abide by the NDSAA and SADSAA Environmental plan and directive.
- 20.7.6 Promotes environmental issues by means of creating awareness and arranging chats and talks.
- 20.7.7 Have 1 (one) vote.

21 COMPETITIONS AND COMPETITION FEES

- 21.1 The Club committee shall promote and encourage competition and competitive angling both within the Club and with other clubs. The committee shall facilitate and assist those who seek to achieve Provincial and or National colors. The funding will be based on the financial resources of the Interclub account, and the amount of assistance given will be decided on at a Committee meeting. The following Competitions will be considered.
 - 21.1.1 Junior Development;
 - 21.1.2 Inter-club competitions;
 - 21.1.3 Zonal competitions;
 - 21.1.4 Provincial competitions;
 - 21.1.5 National & International Competitions.
- 21.2 All profits generated from competitions, excluding profits from bar and kitchen sales during such events, shall be noted as monies for funding future competition events.
- 21.3 Financial assistance for members' fishing interclub competitions can be offered by the Club, provided that funds are available and agreed to by the Committee. A guideline would be assistance up to the value of 75% of the entrance fee. Should the team be placed in any of the top three positions in the competition, then the balance will be paid to the participating members.
- 21.4 Funding for competition fishing can only be transferred to other non-profit organizations record of members benefiting from such funding is to be kept for tracking purposes.

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22 MISCONDUCT AND DISCIPLINE

- 22.1 Members shall make themselves conversant with, and shall, ipso facto, be bound by the provisions of this Constitution as well as rules and regulations issued by the Executive Committee.
- 22.2 The membership of any member who:
- 22.2.1, Commits gross misconduct, including assault, threatening behaviour, acts of racism, damage to property, incitement, lack of social decorum, and disruptive conduct; and/or
- 22.2.2 Brings the name of the Club into disrepute; and/or
- 22.2.3 Breaches any of the provisions of this Constitution or Club rules and regulations; and/or
- 22.2.4 Is convicted of a criminal offence in terms of any Act, Ordinance, or Regulation applicable to the conservation of saltwater aquatic species and marine angling; and/or
- 22.2.5 fails to pay timeously, any capitation fees or any other amounts due to the Club; and/or
- 22.2.6 Is, or has been, guilty of any conduct (such as poaching, illegal fishing, theft, violence, or any other criminal/behavioral offence) which, in the opinion of the Committee, renders the member unworthy of membership of the Club.
- 22.2.7 The member will be invited to appear at a Disciplinary Committee convened by the Chairperson of the Executive Committee, and will be provided with brief written details in respect of the alleged transgression, at least 48 (forty-eight) hours before the hearing.
- 22.2.8 The hearing shall comply with the rules of natural justice, and the right of the member to be heard concerning the allegations shall not be compromised. Should the member exercise the right not to be present at the hearing, a decision in absentia will follow.
- 22.2.9 A Presiding Officer will be appointed by the Chairperson of the Executive Committee to consider the matter on a balance of probabilities. The member will not have the right to legal representation.
- 22.2.10 The Presiding Officer will have the sole right as well as a wide discretion to decide on a sanction in the event of a finding of guilt.
- 22.3 Written notice of such sanction shall be forwarded by the Secretary of the Executive Committee within 2 (two) working days to the member, and the Club reserves the right to publish such sanction.
- 22.4 The member has the right to object to a sanction by filing a written request for a review of the same. Such a request for a review, which must set out the reasons for review, must be filed with the Secretary within 24 (twenty-four) hours of receipt of the sanction.
- 22.5 The Executive Committee shall consider and decide on the matter, and shall advise the member of its final decision within 24 (twenty-four) hours of receipt of the request for review.

23 INDEMNITY

- 23.2 Subject to the provisions of any relevant statute, members of the Executive Committee, other office bearers, and employees shall be indemnified by the Club for all acts done by them in good faith on its behalf. It shall be the duty of the Club to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by them, in their set capacity, in the discharge, in good faith, of their duties on behalf of the Club.

23.3 Subject to the provisions of any relevant statute, no member of the Executive Committee, other office bearer or employees of the Club shall be liable for the acts, receipts, neglects or defaults of any other member, or office bearer, or for any loss, damage or expense suffered by the Club, which occurs in the execution of the duties of their office or employment, unless it arises as a result of their dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

24 AMENDMENTS TO THE CONSTITUTION


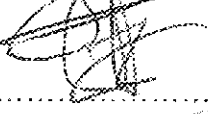
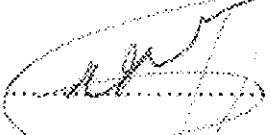
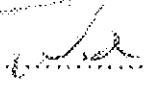

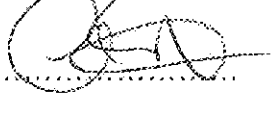
24.2 The Constitution may be amended, or any part or the whole thereof may be rescinded by a resolution passed by two-thirds of those present at an SGM, provided that every proposed amendment or motion to rescind appears on the agenda of such a meeting.

24.3 The Committee shall have the power to draft, create, amend, or add to the Rules and Regulations and Standing Instructions governing the Club and Launch Sites (offshore and lagoon), inclusive of the areas under its jurisdiction, as it may deem fit from time to time, provided such amendments are published and communicated to members.

25 DISSOLUTION

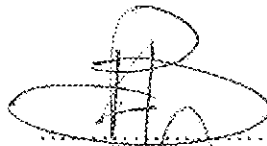
25.2 The Club may be wound up by resolution of a three-fourths (3/4) majority at an SGM, of which at least 30 (thirty) days' notice has been given to all members.

25.3 Notwithstanding the provisions of clause 6.2 hereof, which will remain applicable, members at the SGM may appoint business rescue practitioners or liquidators to provide directions regarding the winding up and distribution of assets.

SIGNED	Name	Signature	Date
1 Chairman	L. J. MARAIS		17/02/2026
2 Vice-Chairman	N. B. BOTHMA		17/02/2026
3 Committee member	N. Nel		17/02/2026
4 Committee member	D. Dreyer-Fischer		17/02/2026
5 Committee member	J. Smil		17/02/2026
6 Committee member	GARY BROTHMAN		17/02/2026

7 Committee member

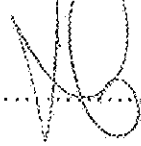
A. Hall



18/02/2026

8 Committee member

D.A. Gaul



18/02/2026

9 Committee member

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