



CAPE WINELANDS BOWLS CONSTITUTION

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1. **NAME:**

The district will be known as **Cape Winelands Bowls** (hereafter referred to as **CWB**) and will be affiliated to Boland Bowls (hereafter BB).

2. **THE AREA OF JURISDICTION:**

The area of jurisdiction shall be that area which has been approved by *Department Kulture and Sport in The Western Cape* (hereafter referred to as **DCAS**).

3. **HEADQUARTERS:**

The Annual General Meeting shall determine the headquarters.

4. **OBJECTS:**

The objects of CWB, acting within its area of jurisdiction, shall be

- (a) to develop, to promote, to manage and to preserve the game of bowls, in which the players participate on a non-professional basis as laid down by BB;
 - (b) to consider and deal with all matters which may, from time to time, be referred to CWB by its affiliated clubs;
 - (c) to organise and manage all competitions, championships and playing programmes which are considered necessary by BB & CWB;
 - (d) to encourage the formation of new clubs;
 - (e) to encourage new bowlers, and especially their coaching by Coaches;
 - (f) to facilitate, encourage and assist with the training of its members as Administrators, Coaches, Members Recruitment and Marketing Officers, Green keepers, Transformation & Women Officers and Technical Officials;
 - (g) to formulate, apply and enforce the smooth and efficient running of domestic rules or regulations pertaining to bowling matters within the area of jurisdiction;
 - (h) to settle transactions, whether financially or otherwise, if considered necessary in achieving its aims and further to own, hire, procure, mortgage or dispose of moveable or immovable assets and to invest funds; and
 - (i) to take such steps deemed necessary for the furtherance of these objects.
- 4.1 CWB will, in achieving its aims, ensure that a Standing Committee each be formed for Coaches, Members' Recruitment & Marketing, Green keepers, Transformation & Women, Technical Officials and Players Association. These committees will **report at least quarterly** to the Executive Committee on their activities.

5. **MEMBERSHIP OF AFFILIATED CLUBS:**

Application to become a member of any club which is affiliated to CWB must be done according to the stipulations as prescribed in the Constitution of the club concerned as well as that of CWB, BB and BSA.

6. **AFFILIATION WITH CWB:**

- 6.1 Any club within the jurisdiction of CWB that conforms to the requirements of BSA, and the stipulations of its own Constitution may apply in writing to the Secretary of CWB for affiliation.
- 6.2 Before a club's application for affiliation may be considered, the club concerned must submit its Constitution, membership lists and any other documentation as required by CWB.
- 6.3 Affiliated clubs must submit any changes to their Constitution to CWB. *No such change will be valid until it has been approved by CWB.*
- 6.4 All affiliated clubs must, within twenty one (21) days of its Annual General Meeting, submit a list to the Secretary of CWB of the names of the committee members for the following year as well as the addresses and telephone numbers of the club and its office-bearers.
- 6.5 One of the conditions of affiliation is that a club, after consultation with the club concerned, shall, when necessary, make its green or greens available for any competition of CWB, BB and BSA.

7. **MEMBERSHIP FEES AND LEVIES:**

- 7.1 All the bona fide club members must be registered to CWB by their club.
- 7.2 *All clubs which are affiliated to CWB must pay annually, not later than 31 January, such membership fees, levies and monies, as determined by CWB, BB and BSA in respect of the club and persons who are bona fide members of the club on 31 December. New bona fide members, whose membership is approved after 31 December, are liable for pro rata membership in respect of BB and BSA for the remainder of the year up to 31 December.*
- 7.3 *Each affiliated club must, not later than 31 December, together with the fees referred to in clause 7.2, provide a list of bona fide members of the club (containing details as prescribed by BSA). This list must be updated regularly as stipulated in clause 10 and 11 of the Constitution of Bowls South Africa. In the event of any of the monies or names, as mentioned in clause 7.2, not being received by 31 January, all rights and privileges of affiliation will be forfeited until such monies are received and the names are submitted.*

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- 7.4 New clubs are accountable for monies, levies, other monies and membership lists immediately after their application to affiliate has been approved.
- 7.5 Any club that removes the name of a person from its membership list or allows such a person to resign as a result of failure to pay monies owed, misconduct or any other cause, must report the actions taken in writing to the Secretary of CWB.
- 7.6 CWB has the right to impose certain levies on affiliated clubs as it may deem necessary in certain circumstances.
- 7.7 Any club wishing to resign as a member of CWB must make its intentions to do so clear in writing and will be liable to pay all monies in terms of this Constitution until the end of the financial year following the date of such notification.

8. DISPUTES AND APPEALS:

- 8.1 All disputes arising between a club and a member of that club must firstly be considered and disposed of in terms of the stipulations of the Constitution of the club concerned. In the event of no agreement being reached, any party may appeal to the Executive Committee of CWB in accordance with the stipulations of clauses 8.3 and 8.8.
- 8.2 The Executive Committee is empowered to consider and adjudge any of the following disputes:
- Between CWB and any affiliated club.
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 - Between affiliated clubs mutually, between a club and a region, between a region and CWB, as well as any appeal which has been made to the Executive Committee.
- 8.3 Any appeal or dispute to the Executive Committee for settlement must be submitted in writing to the Secretary not later than thirty (30) days from the date on which the offended party receives the decision forming the subject of the appeal.
- 8.4 The Executive Committee may proceed to consider the appeal at a Special Meeting of the Executive Committee which has been convened for that purpose, or postpone the deliberation until its next meeting.
- 8.5 Each of the parties concerned in the dispute or appeal is entitled to state his/her case in writing, personally or through a representative who has been assigned for the task, provided that such representative shall be confined to an office-bearer or member of the club concerned.
- 8.6 An offended party that is not satisfied with the decision of the Executive Committee may appeal to the Annual General Meeting of CWB. Such an appeal must be submitted in writing not later than thirty (30) days from the date on which the decision of the Executive was received.
- 8.7 In the event of the offended party not being satisfied with the decision of the Annual General Meeting of CWB, an appeal may be lodged to

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- BB in accordance with the stipulations of the Constitution of BB.
- 8.8 Every appeal to the Executive Committee or the Annual General Meeting of CWB must be accompanied by an amount of one hundred rand (R100.00), which, in the event of the appeal being unsuccessful, or being only partially upheld, may in the discretion of the Executive Committee or the Annual General Meeting, as the case may be, be totally or partially forfeited and paid into the funds of CWB. In the event of the appeal being upheld, the whole amount will be refunded to the appellant.
- 8.9 Should any dispute arise which involves the District, its officials, any clubs affiliated with the District and any officials, players or members who are subject to the rules of this Constitution, pertaining to any matter arising from the interpretation or implementation of the Constitution, or arising from the sports governed by this Constitution, then such dispute shall be referred to the Arbitration Forum of the Western Cape Provincial Government, to be dealt with in accordance with the Rules of that Forum.
- #### 9. TERMINATION OF MEMBERSHIP:
- 9.1 The Executive Committee may, after careful consideration of all the relevant facts and, if the Executive Committee deems it suitable, after questioning witnesses and considering documentary evidence, suspend or terminate the membership of any player or club in the following instances:
- (a) Where a player has knowingly played for a team in which he was not entitled to according to the Constitution of that club, CWB, BB or BSA.
 - (b) Where a player or a club has entered for a competition or any other fixture which has been organised by CWB, BB or BSA and has, without any valid reason, failed to participate.
 - (c) Where a player or a club has transgressed the Constitution of CWB, BB or BSA.
 - (d) Where a player or club has, knowingly and willfully, disregarded any fixture, instruction, regulation, Constitution or rule of CWB, BB and/or BSA.
 - (e) Where a player or a club has been found guilty by the Executive Committee of improper behavior on any green or in the vicinity of any green.
- 9.2 A player or club whose membership has been suspended or terminated has the right to appeal against such suspension or termination of membership in terms of the provisions of clause 8, and the provisions of that clause shall mutatis mutandis apply.
- 9.3 A player that has resigned from a club or who has been suspended by a club may not participate in any CWB competitions. Entry fees that have already been paid will be forfeited.

10. OFFICIAL COLOURS, EMBLEM AND FLAG:

- 10.1 The official colours of CWB are black and old gold and purple. The emblem consists of a bunch of grapes on a grape leaf with bayleaves underneath, in the official CWB colours.
- 10.2 The official dress shall be –
Dress as prescribed by the executive committee of CWB.
- 10.3 A flag, reflecting the official colours and emblem as approved by the Annual General Meeting, is the official flag of CWB.
- 10.4 The official colours may only be worn and used during occasions as from time to time stipulated by the Executive Committee and only by:
- (a) players and former players that have officially represented CWB; and
 - (b) current and previous office-bearers of CWB.
- * The pocket badge of an office-bearer may reflect the position that he/she holds/has held, on condition that a pocket badge with the word "Executive" is acceptable and furthermore on condition that, in the case of former office-bearers, the term of office be shown.
- (c) persons who, in the opinion of the EC, have rendered Meritorious Service to CWB.
- 10.5 The Executive Committee may withdraw such colours from any player or office-bearer or previous player or office-bearer who is found guilty of misconduct or in the event of his/her membership being suspended or terminated according to the stipulations of clause 9.

11. CONTROLLING BODY – THE EXECUTIVE COMMITTEE:

- 11.1 An Executive Committee (hereafter EC), consisting of the following office-bearers, shall manage CWB.
- (a) A President (man or woman) who will act as chairperson of the EC and any meeting.
 - (b) A Vice-President (man or woman).
 - (c) A Secretary.
 - (d) A Treasurer.
 - (e) Match Secretary
 - (f) Members' Recruitment & Marketing Officer
 - (g) School Representative
- 11.2 All office-bearers mentioned in clause 11.1 (a) to (g) are elected annually at an Annual General Meeting of CWB or a Special General meeting which has been convened for that purpose.
- 11.3 An Executive office-bearer is to be elected annually and may hold more than one position
- 11.4 Nominations for the election of such office-bearers must be made in writing to the Secretary at least thirty five (35) days before the Annual General Meeting (these nominations must reflect the information as laid down by the EC.) All affiliated clubs may nominate persons for the positions of President, Vice-President, Secretary, Treasurer, Match

Secretary, Members' Recruitment & Marketing and School Representative.

- 11.5 In the event of only one nomination being received for the position of any office-bearer, the nominee will be declared as having been elected. In the event of more than one nomination being received for any specific position, voting must take place by secretive ballot at the next Annual General Meeting and the nominated person receiving the most votes will be declared as elected. The names of all persons that have been nominated for election to such positions must appear on the agenda of the Annual General Meeting. In the event of an equality of votes, after voting has taken place twice, a decision will be taken by casting lots. Votes will be allocated to clubs on the following basis:
The voting power of each club is determined as follows, 1 vote if membership is 25 or less, 2 votes if membership is between 26 and 50, 3 votes if membership is between 51 and 75, 4 votes for any number of members is between 76 and 100 and 5 votes if membership exceeds 101.. Clubs that enter more than the average entries per season in CWB competitions each get one additional vote. The maximum number of votes per club can be 6 votes
11. 6 Only clubs within a certain region may nominate an EC member for that region. An EC representative must reside within the boundaries of the region, which he/she is representing and must be a member of a club within that region. If such residency or association is terminated, the representative concerned will no longer be a member of the EC.
The elected president of Cape Winelands Bowls shall become the representative on the Boland Executive immediately after the conclusion of the Cape Winelands AGM.
11. 7 The newly elected EC will assume its official duties immediately after the rising of the Annual General Meeting at which he/she is elected.
11. 8 If, for whatever reason, a vacancy arises during the term of office of the EC (excluding the President or Vice-President), the EC may fill the position as it may deem fit for the rest of the remaining term of office.
11. 9 The EC will meet as regularly as circumstances may require, provided that no less than **four (4) ordinary meetings** will be held annually. Five (5) members form a quorum. Decisions taken by the EC will be decided by a majority of votes.
- 11.10 Members of the EC) and of the Selection Committees or of any other committee members, who have been appointed by the EC, will be reimbursed for expenses incurred in the performance of any obligation assigned by the Executive and Management
- 11.11 The Secretary must give notification in writing at least seven (7) days before an ordinary committee meeting. In the event of an emergency the President may convene a committee / EC meeting without the necessary written notification. The Secretary only convenes a meeting after consultation with the President or, in his/her absence, the Vice-President.
- 11.12 Management Committee (hereafter MC):
The President, Vice- President, Secretary and Treasurer form the MC and have the power to make decisions on the following matters:

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- (a) Matters requiring immediate attention and which cannot be withheld until the whole EC meet, and routine matters.
- (b) Matters, which have been referred to the MC by the EC on condition that
 - (i) four members of the MC form a quorum; and
 - (ii) all matters that have been dealt with by the MC are submitted to the EC at the next meeting, for ratification, or otherwise.

12. SELECTION COMMITTEES:

- 12.1** Separate Selection Committees to select representative CWB teams shall be announced by the EC at the Annual General Meeting. Every Selection Committee shall consist of a minimum of three (3) (any combination (men/ladies)) of which one member shall be appointed by the EC as Convener. Players, **who aspire for any team, may not serve as a Selector to select the team concerned.**
- 12.2** Selection Committees shall function within the prescribed requirements of the selection policy of the EC.

13. DEFINITION OF DUTIES OF OFFICE-BEARERS:

13.1 President:

The President shall

- 13.1.1 act as Chairman of the EC as well as any Annual General Meeting and shall have the casting vote should there be an equality of votes;
- 13.1.2 be an ex officio member of any Standing and Sub-committee that has been appointed by the EC including the Selection Committee;
- 13.1.3 be the representative of CWB at all official meetings and functions;
- 13.1.4 be responsible for the appointment of a Vice-President to serve in his position when the need may arise.

13.2 Vice-President:

- 13.2.1 The Vice-President, appointed by the EC, must temporarily act as President when the latter is not able to perform his/her duties.
- 13.2.2 Perform other duties as specified by the EC

13.3 Secretary:

- 13.3.1 The Secretary must perform all the secretarial duties associated with this post as well as any other duties that he/she has been assigned to do by the EC

13.4 Treasurer:

- 13.4.1 The Treasurer must perform all the financial duties associated with this post as well as any other accounting duties, which he/she has been assigned to do by the EC.

13.5 Match Secretary:

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The Match Secretaries must, subject to the guidance and control of the EC –

- 13.5.1 regulate all CWB and Boland competitions;
- 13.5.2 allocate and regulate club greens and facilities to be used for CWB competitions;
- 13.5.3 transfer all competition entry fees to the Treasurer;
- 13.5.4 receive and record the results of all competitions organised by him/her;
- 13.5.5 keep a proper record of all trophies that have been awarded, such records to reflect the following:
 - (a) to whom awarded;
 - (b) club where trophy is kept;
 - (c) to whom it was handed over to; and
- 13.5.6 to report to the EC as well as to the Annual General Meeting on all competitions that have been played.

13.6 Members' Recruitment & Marketing Officer:

The Members' Recruitment & Marketing Officer, with the assistance of a Standing Committee must manage the introduction and extension of the game in all spheres and between all genders and age groups.

13.7 The Executive Committee (EC):

The authority and duties of the EC comprise the following:

- (a) All duties that relate to the general administration of CWB.
- (b) The implementation of all decisions concerning monies, trophies and property of CWB as directed by the Annual General Meeting.
- (c) The organising of insurance for all the trophies and other assets belonging to CWB against such risks as deemed necessary.
- (d) The dealing with defending, on behalf of CWB, of any lawsuit to which it is a party, provided that the members of the EC, in their personal capacity, are indemnified from any costs and claims that may arise from such a lawsuit.
- (e) The initiation, management and control of such competitions, which it may consider necessary and desirable.
- (f) The cancellation and/or termination of any competition if considered necessary or desirable.
- (g) The determination of conditions for competitions.
- (h) The determination of times and venues of competitions to be played.
- (i) The determination of the date, time and venue of an Annual General Meeting or a Special General Meeting.
- (j) The submission to an Annual General Meeting of such motions or recommendations that may be deemed necessary.
- (k) The appointment of delegates to represent CWB at any meeting subject to the provisions of clause 13.1.
- (l) The appointment of certificated Technical Officials for any competition or to delegate the appointment of these Technical

Officials to any affiliated club or to the Standing Committee for Technical Officials.

- (m) The appointment of a committee or adhoc-committee and to stipulate its terms of reference relating to any task that the EC may deem necessary.
 - (n) With the exception of Members' Recruitment & Marketing officer who is nominated in accordance with clause 11.4, use the annual selection of Standing Committees for Coaches, Technical Officials and Green keepers with due regard to representation of all regions on the various Standing Committees, to specify their terms of reference and to liaise with the CWB Members' Recruitment & Marketing, Green Keepers, Technical Officials, Transformation & Women and Coaches Standing Committees on any matter that it may deem necessary.
 - (o) The formulation of new domestic rules and/or regulations, on condition that any new domestic rule or regulation and/or amendments are put forward for approval at the next Annual General Meeting.
 - (p) The dealing with any matter which demands immediate or urgent attention.
 - (q) The appointment, dismissal and/or replacement, where necessary, of a Manager of representative CWB teams and to specify the duties of such a manager.
 - (r) The considering of appeals and the determining of action regarding affiliated clubs and members according to the Constitution.
 - (s) The appointment of Selectors.
 - (t) The inspection of greens in consultation with the Standing Committee for Green Keepers.
 - (u) The recommendation of Honorary Life Members and the recipients of Meritorius Service awards..
 - (v) The approval of club colours and dress within the framework of the dress rules laid down by Bowls South Africa.
 - (w) The fixing of decrees, rules and regulations which are not in conflict with the Constitution of BSA or this Constitution.
- 13.8 The powers and duties of the MC includes the following:
- (A) Matters which require immediate attention and can not be dispensed with until the full UB meet again and routine business matters
 - (B) matters that are assigned by the Executive to the MC with the provision that
 - (1) *three (3) members* of the MC form a quorum and
 - (2) all matters dealt with by the MC must be confirmed or otherwise presented to the Executive at the next meeting.

14. GENERAL MEETINGS:
14.1 Annual General Meeting:

- (a) The Annual General Meeting of CWB shall be held not later than 31 May of each year at a venue determined by the EC. (The Annual General Meetings of all clubs are to be held annually preferably not later than 30 June.)
- (b) A Notice of the Annual General Meeting, together with copies of the agenda and financial statements, must be sent by the Secretary at least twenty one (21) days before the Annual General Meeting to all affiliated clubs and members of the EC.
- (c) Each affiliated club will be entitled to nominate two (2) members (men or women), who are bona fide members of that club, as delegates to represent the club at the Annual General meeting. The names of these delegates must be sent to the Secretary prior to the Annual General meeting.
- (d) The voting power of each club is determined as follows: 1 vote if membership is 25 or less, 2 votes if membership is between 26 and 50, 3 votes if membership is between 51 and 75 and 4 votes if membership is between 76 and 100, 5 votes if membership exceeds 101. Clubs that enter more than the average number of entries of CWB competitions per season will get one additional vote. The maximum number of votes a club can attain is 6.
- (e) Serving office-bearers as referred to in clause 11.1, must attend an Annual General Meeting and will each be entitled to one vote. These office-bearers may not be delegates for any affiliated club.
- (f) The business of the Annual General Meeting shall be
 - * the presentation of the notice convening the meeting;
 - * receiving of credentials of delegates;
 - * the acceptance of apologies;
 - * the obituary;
 - * the reading and acceptance of the minutes of the previous Annual General Meeting and dealing with matters arising there from;
 - * the submission and acceptance of the President's report;
 - * the submission and approval of the annually audited financial reports and a budget;
 - * the determining of annual membership fees and levies that are payable according to this Constitution;
 - * dealing with correspondence that bears reference to the specific meeting;
 - * the election of the EC for the ensuing year;
 - * the appointment of an Honorary Auditor;
 - * the determining of honoraria;
 - * the determining of the Headquarters;
 - * the consideration of motions on Constitutional amendments;

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- * the consideration of notices of motions and other matters that have been referred by the Executive Meeting to the Annual General Meeting;
 - * the consideration of notices of motion that have been submitted by clubs in accordance with clause 14.1(g);
 - * the consideration of notices of motion to be submitted to the Annual General Meeting of BB;
 - * the election of Honorary Life Members in accordance with the proposals of the EC;
 - * the fixing of entrance fees payable by players and/or teams taking part in CWB fixtures;
 - * the subdivision of regions in the area of jurisdiction of CWB;
 - * the delegation of any matters or powers to the EC subject to such conditions as the Annual General Meeting may deem necessary;
 - * the consideration of matters of general nature.
- (g) Written notice of any matters that delegates wish to raise for consideration by the Annual General Meeting, must be received by the Secretary not later than thirty five (35) days prior to the Annual General Meeting. Such notice must contain full details of the relevant motion as well as a comprehensive motivation thereof.
- (h) Exception where otherwise agreed to, all resolutions taken at an Annual General Meeting will become effective immediately.

14.2 Special General Meeting:

- (a) A Special General Meeting may be convened at any time by the EC the strength of a written request which has been submitted to the Secretary by at least five (5) affiliated clubs, in which the reasons for the request have been clearly explained. The Presidents/Chairmen and Secretaries of the clubs that are requesting the Special General Meeting must sign such a request.
- (b) Notice of a Special General Meeting in which the subject of the meeting is mentioned, shall be sent to all clubs at least thirty (30) days before and only the matter for which the meeting is convened, will be discussed subject to the provisions of clause 14.2(d).
- (c) Resolutions taken at a Special General Meeting must be secured by a two thirds majority vote of the delegates pre-sent, on condition that any voting at such a meeting shall be by ballot-paper.
- (d) In the event of **two thirds** of the delegates present at an Annual or Special General Meeting agreeing thereto, the EC may raise any matter at such a meeting.

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- (e) The provisions of clause 14.1(c) and 14.1(d) are mutatis mutandi applicable to a Special General Meeting.

15. QUORUM AT MEETING:

- 15.1 Thirty three percent (33%) of the clubs that are affiliated to CWB will form a quorum at an Annual General Meeting or a Special General Meeting.
- 15.2 In the event of a quorum not being present within thirty (30) minutes of the time at which an Annual General Meeting was convened, the meeting will be adjourned and reconvened by the EC at a later date.
- 15.3 In the event of a quorum, as provided for in clause 15.1, not being present within thirty (30) minutes of the starting time of a Special General Meeting, convened in accordance of clause 14.2, the meeting will be cancelled.

16. AMMENDMENT TO THE CONSTITUTION:

- 16.1 The Constitution may be amended at an Annual General Meeting or a Special General Meeting that has been convened for that purpose.
- 16.2 Any amendment to the Constitution will be effected only on a two thirds majority vote of the members present who are entitled to vote. Such amendment is in any case subject to the approval of BSA.
- 16.3 No amendments to the Constitution will be considered unless the member or club has given written notice of such proposed amendment in terms of clause 14.1(g) or unless the EC in terms of the provisions of clause 14.1(h) has given notice.
- 16.4 Notice of such amendments shall be given in accordance with the provisions of clause 14.1(b) to all affiliated clubs and the EC.

17. REPRESENTATIVE MATCH FIXTURES:

- 17.1 CWB may, at its discretion, organise representative matches and select players and teams to represent CWB.
- 17.2 Selection Committees shall select such players and teams and these selections will be subject to the approval of the EC before official announcement.
- 17.3 Only an affiliated CWB player that plays his/her bowls mainly at a CWB club, and participates in CWB competitions through that club, will be considered for inclusion in a CWB team. It will be solely in the discretion of the EC to decide whether or not a player qualifies in terms of this provision.

18. REGIONS WITHIN CWB:

The area of jurisdiction of CWB may be subdivided into regions. Such subdivision or amendment thereof will take place at an Annual General Meeting or a Special General Meeting, which has been convened for this purpose, subject to the conditions, which have been laid down by that meeting. The EC may make recommendations in this respect.

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- 19. RULES OF THE GAME:**
- The game of bowls shall be played according to the rules of the game as laid down by BSA, BB and CWB.
- 20. FINANCIAL YEAR:**
- The financial year shall be from 1 April of each year until 31 March of the following year.
- 21. INTERPRETATION:**
- In the event of any uncertainty concerning the meaning of any provision of this Constitution or of the Domestic Rules and Regulations, the interpretation of the EC shall be binding to all concerned until another judgment has been given by the Annual General Meeting or Special General Meeting.
- 22 FUNDS.**
- The income and property of CWB, irrespective of the source, shall be used exclusively for the purposes of CWB and no portion thereof may under any circumstances, directly or indirectly by way of a bonus or otherwise, be paid or transferred to any person or organisation: With the understanding that nothing prevents CWB, in good faith, from paying a reasonable wage to any official or employee or organisation for services rendered.
- (a) Surplus funds from CWB shall be invested with financial institutions as described in Section 1 of the Financial Services Board Act (Act 97 of 1990).
- (b) With the liquidation, deregistration or dissolution of CWB, and after all CWB debts have been paid, the assets shall be given to or transferred to a society or institution or societies or institutions which have the same or similar aims as CWB and which are also exempt from income tax according to the regulations of Section 10 (1)(cN) of the Income Tax Act (Act No 58 of 1962 as amended): such beneficiary to be determined by CWB at an Annual General Meeting or a Special General Meeting which is convened for this purpose, failing this, such a decision will be made by the court. The beneficiary must be registered according to Section 13 (5) of the NPO Act of 1997.
- 23. LIQUIDATION OF CWB:**
- CWB can be liquidated at the request of at least three quarters of all the clubs that are affiliated to CWB that consider such liquidation desirable, subject to the approval of an Annual General Meeting or a Special General Meeting which has been specifically convened for this purpose. The Total net assets of CWB will be divided among the other bowls districts in the Boland or as last resort other bowls districts in the Western Cape on a pro rata basis according to the number of members as on the date of liquidation.

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- 24. DEFINITIONS:**
- ♦ * **Annual General Meeting:** A meeting in terms of clause 14.1
 - ♦ **Affiliated Club:** A Club that is affiliated to CWB in terms of clause 5.
 - ♦ **Selection Committee:** A Selection Committee that has been appointed in terms of clause 12.
 - ♦ **Special General Meeting:** A Meeting that has been convened in terms of clause 14.2.
 - ♦ **Executive Committee:** The Committee that has been elected in terms of clause 11.
 - ♦ **Management Committee:** The Committee appointed in terms of clause 11.
 - ♦ **Standing Committee for Coaches:** A body functioning in terms of clause 4.1.
 - ♦ **Standing Committee for Technical Officials:** A body functioning in terms of clause 4.1.
 - ♦ **Standing Committee for Green Keepers:** A body functioning in terms of clause 4.1.
 - ♦ **Standing Committee for Members' Recruitment & Marketing:** The Committee functioning in terms of clause 13.7.
 - ♦ **Standing Committee for Transformation & Women:** The Committee functioning in terms of clause 12.

RULES AND REGULATIONS

- B.1 The EC will be the Controlling Body for the purpose of the implementation of the rules of the Game as laid down by BSA.
- B.2.1 Clubs where matches are scheduled to take place, will be responsible for the proper condition of the greens and will lay them out as required by CWB. They will complete score cards with names, provide rink numbers etc., and appoint Technical Officials. In the event of a club not being able to provide suitable Technical Officials for championship finals and semi-final fixtures, the club must approach the CWB Standing Committee for Technical Officials which will then appoint a Technical Official for the occasion.
- B2.2 If a club has made its green available for a CWB fixture and finds that its green will not be suitable or ready for that fixture, the club concerned must inform the Match Secretary at least fourteen (14) days before such fixture and the latter must allot the fixture to another club and inform all the participants thereof.
- B.3 A player who is a member of more than one affiliated club must indicate, at the beginning of each season, his/her preference as to where he/she will participate in official CWB competitions, championships or league fixtures. After such preference has been indicated, that player may not represent any other club in official competitions, championships or league fixtures of CWB, with the exception of the provisions of B.3.1. and B.3.2 hereunder, which are the only exceptions. In the event of no preferences being made,

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declaration of intent will be deduced from the first entry of the season into an official competition, championship or league fixture of CWB.

B.3.1 If a club does not have enough available players for the CWB competition, that club may make use of players from a club, provided that

- * the latter club is in the Winelands District; and
- * the latter club has granted permission; and
- * the latter club and player(s) are affiliated to CWB;

- * the player(s) concerned has/have not played for any other team in the competition during that specific season.

** This concession is limited to two players per team.

B.4 A prize giving function will be held at a venue, time and date as determined by the EC. The club which wins any floating trophy shall retain it until the next prize giving for which occasion it must be handed to the Match Secretary in good time for the next presentation, after it has been properly engraved at the club's expense.

B.5 (a) The Match Secretary must approach all affiliated clubs in good time to receive entries for official competitions, championships or league fixtures and shall organise the draw together with a member of the EC or the Selection Committee, at a venue and at a time as decided and subject to the conditions as laid down by the EC. Clubs where such competitions are played must immediately send the scorecards to the Match Secretary.

(b) "Should the number of affiliated men in any specific club be less than 10 (TEN), then such a club would automatically be classified as a "SMALL CLUB (MEN)" and that club may then without any objection, combine with ANY other club to enter teams for CWB Competitions".

"In exactly the same manner, should the number of affiliated ladies in any specific club be less than 10 (TEN), that club would automatically be described as a "SMALL CLUB (LADIES)" and that club may then, without any objection, be allowed to combine with ANY other club to enter teams for Boland Competitions.

(c) Clubs that intend combining must draw up a written agreement where they indicate for which CWB Competitions they want to combine. This agreement must be sent to the CWB Competition Secretary with the first competition entries of the season.

B.6 The following championship fixtures are held annually:
CWB Competitions:

- * Men/Ladies Single Championships
- * Men/Ladies Pairs Championships
- * Men/Ladies Trips Championships
- * Men/Ladies Fours Championships
- * Mixed Pairs Championships

- * Mixed Fours Championships (2 men and 2 ladies)
- * Mixed Fives Championships (at least 2 per gender)

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- * Men/Ladies Senior Single Championships
- * Men/Ladies Senior Trips Championships
- * Men/Ladies Senior Fours Championships
- * Men/Ladies Novice Single Championships (only for players that have not played for more than three (3) years after joining a club for the first time)
- * Men/Ladies Champion of Champions
- * Men/Ladies Open Masters
- * Men/Ladies Senior Masters
- * Pro 10 pairs
- * Any other competitions which are approved by EC

B.7 In the event of a team withdrawing due to unforeseen circumstances or is disqualified before a competition, championship or league fixture is completed, the scores that have been recorded for or against that team shall be removed from the records.

B.8 (a) After the entries for official competitions and championship fixtures have closed and the draw for the entered singles players has been made, a player may withdraw and be replaced by another player from the same club, providing that the game has not yet started.

(b) After the entries for official competitions and championship fixtures have closed and the draw for the entered pairs players has been completed, one or both players from a pairs team may withdraw and be replaced by another player/s from the same club, provided that the first game has not yet started.

(c) In the trips and fours competitions teams will be allowed to use a substitute if any player cannot, due to unforeseen circumstances, take part in any further round of an official CWB competition provided that such a substitute has not played for any other team during that particular competition.

B.9 In case a club or a player withdraws after the draw for a competition has taken place, the entry fee will be forfeited and paid into the bank account of CWB. If the draw has not yet taken place at the time of the withdrawal.

B.10 If a player, without a valid reason, does not make an appearance at the competition for which he/she has entered, he/she will not be allowed to enter for that particular competition during the following season.

B.11 The officially scheduled competitions must be strictly complied with. If a player or team fails to play in a specific match, the match will be awarded to the opposing team. If a match, due to a valid reason, cannot take place on a set date, or a set time or venue, the players concerned may agree for that match to take place on another date, or at another time and venue, provided that the match secretary concerned gives his/her permission. The club where the match was to have taken place must be notified if the scheduled match will not take place any more at the club concerned. If the players concerned fail to reach an agreement, the original programme will be strictly adhered to.

- B.11.1 The venue and date of the final may only be changed in exceptional cases, on condition that
- * permission is given by the Match Secretary concerned;
 - * both teams agree;
 - * the match takes place within seven days of the scheduled date, and
 - * the club where the match would have taken place, is notified in good time by the parties concerned.
 - * If a player cannot play in the final, a reserve, who has not played for another team in the competition, must be used.
- B.12 All nominations for (1) participation in trials and (2) representation in a committee or sub-committee of CWB, must be done via the Regional Representatives.
- B.13 Three matches per day, at 09:00, 11:30 and 14:00 shall be played in the CWB Senior Singles Championship. The local club shall supply the markers for the first match at 09:00. Players that lose their first match must help to mark if there are not enough markers available.

**Revised and approved by the Annual General Meeting held at Worcester
19 May 2022**



President:
Charmaine Mostert