



**WEST COAST BOWLS**

**CONSTITUTION**

**May 2021**

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## **PREAMBLE**

*This constitution does not replace the constitutions of SASCOC, Western Cape DCAS, Bowls SA, Western Cape Provincial Bowls Association or Boland District Bowls. In the event of any discrepancies or differences between this constitution and the constitutions referred to above, the terms and conditions and or requirements of the aforesaid shall apply and to seek alignment in the main with the approved Western Cape Provincial Bowls Association in order to promote and facilitate common goals for all districts within the Provincial boundaries. In this constitution the use of the male gender shall import the female gender with the exception of specific female and specific male matters.  
This constitution is available in English only as the preferred language of communication.*

## **ABBREVIATIONS:**

<b>BB</b>	<b><i>Boland Bowls</i></b>
<b>BSA</b>	<b><i>Bowls South Africa</i></b>
<b>DCAS</b>	<b><i>Department of Culture and Sport</i></b>
<b>EXCO</b>	<b><i>Executive committee</i></b>
<b>SASCOC</b>	<b><i>South African Sports Confederation and Olympic Committee</i></b>
<b>WCB</b>	<b><i>West Coast Bowls</i></b>
<b>WCPBA</b>	<b><i>Western Cape Provincial Bowls Association</i></b>

## **DEFINITIONS:**

- Annual General Meeting: A meeting in terms of clause 16.1
- Affiliated Club: A Club that is affiliated to WCB 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 16.2.
- Executive Committee: The Committee that has been elected in terms of clause 11.
- Management Committee: The Committee appointed in terms of clause 15.
- Standing Committee for Coaches: A body functioning in terms of clause 4.
- Standing Committee for Technical Officials: A body functioning in terms of clause 4.
- Standing Committee for Green Keepers: A body functioning in terms of clause 4.
- Standing Committee for Development: A body functioning in terms of clause 4.

1. **NAME:**  
The region will be known as West Coast **Bowls** (WCB) and will be affiliated to **Boland Bowls** (BB)
2. **AREA OF JURISDICTION:**  
The area of jurisdiction shall be that area which has been approved by the Department of Culture and Sport in the Western Cape (DCAS).
3. **HEADQUARTERS:**  
The Annual General Meeting shall determine the headquarters.
4. **OBJECTIVES:**  
The objectives of WCB, 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 WCB by its affiliated clubs;
  - (c) to organise and manage all competitions, championships and playing programmes which are considered necessary by BB and WCB;
  - (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, Development officials, Greenkeepers, Transformation, Women and School representatives and Technical Officials. WCB will, in achieving its aims, ensure that a Standing Committee each be formed for Coaches, Development, Greenkeepers and Technical Officials. These committees will present reports at least quarterly to the Executive Committee on their activities.
  - (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
  - (i) to take such steps deemed necessary for the furtherance of these objectives.
5. **MEMBERSHIP OF AFFILIATED CLUBS:**  
Application to become a member of any club which is affiliated to WCB must be done according to the stipulations as prescribed in the Constitution of the club concerned, as well as that of WCB, BB and BSA.
6. **AFFILIATION WITH WCB:**
  - 6.1 Any club within the jurisdiction of WCB that conforms to the requirements of BSA and BB and the stipulations of its own Constitution may apply in writing to the Secretary of WCB 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 WCB.
  - 6.3 Affiliated clubs must submit any changes to their Constitution to WCB. No such change will be valid until it has been approved by WCB.
  - 6.4. Each affiliated club must, within twenty one (21) days of its Annual General Meeting, submit a list to the Secretary of WCB of the names of the committee members for the following year as well as contact information of the club and its office-bearers.
  - 6.5 One of the conditions of affiliation is that all clubs (after consultation), shall, when necessary, make its green or greens available for any competition of WCB or BB
7. **MEMBERSHIP FEES AND LEVIES:**
  - 7.1 All the bona fide club members must be registered with BSA
  - 7.2 All clubs which are affiliated to WCB must pay annually, not later than 31 January, such membership fees, levies and monies, as determined by WCB, 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 by a club after 31 December, are liable for pro rata membership fees in respect of BB and BSA for the remainder of the year up to 31 December.
  - 7.3 Membership lists 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.

- 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 for whatsoever reason must update the BSA data base accordingly.
- 7.6 WCB 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 WCB 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 WCB financial year

## **8. DISPUTES, APPEALS AND ARBITRATION:**

- 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 WCB in accordance with the stipulations of clauses 8.3 and 8.7.
- 8.2 The Executive Committee is empowered to consider and adjudge any of the following disputes between WCB and any affiliated club.
- 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 a representative be an office-bearer or member of the club concerned.
- 8.6 An offended party which is not satisfied with the decision of the Executive Committee may appeal to Boland Bowls (BB). 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 Every appeal to the Executive Committee 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, at the discretion of the Executive Committee, be totally or partially forfeited and paid into the funds of WCB. In the event of the appeal being upheld, the whole amount will be refunded to the appellant.
- 8.8 Should any dispute arise which involves WCB, its officials, any clubs affiliated with WCB 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 sport 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.  
The provisions of Arbitration Act of 1965 shall apply to such arbitration proceedings, save to an extent modified by the Arbitration Forum rules.

## **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, WCB, BB or BSA.
  - (b) Where a player or a club has entered for a competition or any other fixture which has been organised by WCB, BB or BSA and has, without any valid reason, failed to participate.
  - (c) Where a player or a club has transgressed the Constitution of WCB, BB or BSA.
  - (d) Where a player or club has, knowingly and willfully, disregarded any fixture, instruction, regulation, Constitution or rule of WCB, 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 who has resigned from a club or who has been suspended by a club may not participate in any WCB competitions. Entry fees that have already been paid will be forfeited.

**10. OFFICIAL COLOURS, EMBLEM AND FLAG:**

- 10.1 The official colours of WCB are powder blue, black and white. The emblem consists of a flying albatross and Table mountain.
- 10.2 The official dress shall be as prescribed by the Executive Committee of WCB.
- 10.3 A flag, reflecting the official colours and emblem as approved by the Annual General Meeting, is the official flag of WCB.
- 10.4 The official colours may only be worn on occasions as from time to time stipulated by the Executive Committee and only by:
- (a) players and former players that have officially represented WCB; and
  - (b) current and previous office-bearers of WCB.
    - \* 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 EXCO, have rendered Meritorious Service to WCB.
- 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 EXCO), consisting of the following office-bearers, shall manage WCB.
- (a) President who will act as chairperson of the EXCO and any meeting.
  - (b) Vice-President
  - (c) Secretary.
  - (d) Treasurer.
  - (e) Match Secretary.
  - (f) Development Officer.
  - (g) Schools' Representative.
  - (h) Transformation and Women's Representative.
- 11.2 All office-bearers mentioned in clause 11.1 are elected annually at an Annual General Meeting of WCB or a Special General meeting which has been convened for that purpose.
- 11.3 An Executive office-bearer may hold more than one position
- 11.4 All affiliated clubs may nominate persons for the positions as described in 11.1 and must be made in writing to the WCB Secretary including acceptance of nominee, at least thirty five (35) days before the Annual General Meeting (these nominations must reflect the information as laid down by the EXCO.)
- 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 secret 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 who 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, 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 and 4 votes for membership of over 75.
- 11.6 Only clubs within a certain region may nominate an EXCO member for that region. A Region 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 EXCO
- 11.7 The newly elected EXCO will assume its official duties immediately after the holding 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 a member of the EXCO, the EXCO may fill the position as it may deem fit for the rest of the remaining term of office and may co-opt if considered necessary.
- 11.9 The EXCO will meet as regularly as circumstances may require, provided that no less than four (4) ordinary meetings will be held annually. Five (5) members shall form a quorum. Decisions taken by the EXCO will be decided by a majority of votes.
- 11.10 Members of the EXCO and of the Selection Committees or any other committee member, who has been appointed by the EXCO 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 an EXCO meeting without the necessary written

notification. The Secretary only convenes a meeting after consultation with the President or, in his absence, the Vice-President.

**12. SELECTION COMMITTEES:**

- 12.1 Selection Committees to select representative WCB teams shall be announced by the EXCO 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 EXCO as Convener.
- 12.2 Selection Committees shall function within the prescribed requirements of the selection policy of WCB.

**13. DEFINITION OF DUTIES OF OFFICE-BEARERS:**

**13.1 President:**

- 13.1.1 act as Chairman of the EXCO 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 EXCO including the Selection Committee;
- 13.1.3 be the representative of WCB at all official meetings and functions;

**13.2 Vice-President:**

- 13.2.1 act as President when the latter is not able to perform his duties.
- 13.2.2 perform other duties as specified by the EXCO

**13.3 Secretary:**

- 13.2.1 perform all the secretarial duties associated with this post as well as any other duties assigned to do by the EXCO

**13.4 Treasurer:**

- 13.4.1 perform all the financial duties associated with this post as well as any other accounting duties, assigned to do by the EXCO.

**13.5 Match Secretary:**

- Subject to the guidance and control of the EXCO –
- 13.5.1 regulate all WCB competitions;
- 13.5.2 allocate and regulate club greens and facilities to be used for WCB competitions;
- 13.5.3 receive and record the results of all official competitions
- 13.5.4 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
- 13.5.6 report to the EXCO, as well as to the Annual General Meeting, on all competitions that have been played.

**13.6 Development:**

**The Development Officer:**

- 13.6.1 Must manage, with assistance of a Standing Committee, the introduction and extension of the game at club level, in all spheres and between all genders and all ages to grow affiliated membership.
- 13.6.2 Report to the EXCO on a quarterly basis with special reference to DCAS requirements and goals.

**13.7 School Representative:**

- 13.7.1 Create and oversee a dynamic learning environment in conjunction with Clubs, schools, selectors and coaches to achieve best practice, results and understanding of the game of bowls from grass-root level with the end result being an increase in the number of junior players participating in WCB District, Schools, Boland and Inter district competitions.
- 13.7.2 Report to EXCO on a quarterly basis on growth and goals.

**13.8 Women Representative:**

- 13.8.1 Represent WCB at DCAS and SASCOC meetings and workshops, give feedback to clubs and ensure portfolio requirements and guidelines are adhered to and implemented.
- 13.9.1 Act as the go-to person on other women related issues.
- 13.9.2 Provide feedback report EXCO on a quarterly basis

**14 THE EXECUTIVE COMMITTEE (EXCO):**

The authority and duties of the EXCO include the following:

- (a) All duties that relate to the general administration of WCB.
- (b) The implementation of all decisions concerning monies, trophies and property of WCB as directed by the Annual General Meeting.

- (c) The organising of insurance for all the trophies and other assets belonging to WCB against such risks as deemed necessary.
- (d) The dealing with defending, on behalf of WCB, of any lawsuit to which it is a party, provided that the members of the EXCO, 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 WCB at any meeting
- (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 ad hoc committee and to stipulate its terms of reference relating to any task that the EXCO may deem necessary.
- (n) Select Standing Committees for Coaches, Technical Officials and Greenkeepers with due regard to representation of all regions on the various Standing Committees, to specify their terms of reference and their duties at club level and regional level and receive their quarterly report back.
- (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 WCB 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 Greenkeepers.
- (u) The recommendation of Honorary Life Members and the recipients of Meritorious 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.

## 15 **MANAGEMENT COMMITTEE (MC)**

The President, Vice President, Secretary and Treasurer form the Management Committee and have the power to make decisions on the following matters:

- (a) Matters which require immediate attention and cannot be withheld until the whole EXCO meets and routine business matters
- (b) Matters that are assigned by the Executive to the MC with the provision that
  - (i) three (3) members of the MC form a quorum and
  - (ii) all matters dealt with by the MC must be submitted to the EXCO at the next meeting for ratification or otherwise.

## 16. **GENERAL MEETINGS:**

### 16.1 **Annual General Meeting:**

- (a) The Annual General Meeting of WCB shall be held not later than 31 May of each year at a venue determined by the EXCO
- (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 EXCO
- (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 for membership of over 75.
- (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
  - \* presentation of the notice convening the meeting;



- \* receiving of credentials of delegates;
  - \* acceptance of apologies;
  - \* obituaries;
  - \* reading and acceptance of the minutes of the previous Annual General Meeting and dealing with matters arising there from;
  - \* submission and acceptance of the President's report;
  - \* submission and approval of the annually audited financial reports and a budget;
  - \* determining of fees and levies that are payable according to this Constitution
  - \* dealing with correspondence that bears reference to the specific meeting;
  - \* election of the EXCO for the ensuing year;
  - \* appointment of an Honorary Auditor;
  - \* determining of honoraria;
  - \* determining of the Headquarters;
  - \* consideration of motions on Constitutional amendments;
  - \* consideration of notices of motions and other matters that have been referred by the Executive Meeting to the Annual General Meeting;
  - \* consideration of notices of motion that have been submitted by clubs in accordance with clause 16.1(g);
  - \* consideration of notices of motion to be submitted to the Annual General Meeting of BB;
  - \* election of Honorary Life Members in accordance with the proposals of the EXCO
  - \* fixing of entrance fees payable by players and/or teams taking part in WCB fixtures;
  - \* delegation of any matters or powers to the EXCO subject to such conditions as the Annual General Meeting may deem necessary;
  - \* consideration of matters of a 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) Except where otherwise agreed to, all resolutions taken at an Annual General Meeting will become effective immediately.

#### 16.2 **Special General Meeting:**

- (a) A Special General Meeting may be convened at any time by the EXCO on the strength of a written request 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 the meeting and only the matter for which the meeting is convened, will be discussed .
- (c) Resolutions taken at a Special General Meeting must be secured by a two thirds majority vote of the delegates present, 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 EXCO may raise any matter at such a meeting.
- (e) The provisions of clause 16.1 are mutatis mutandis applicable to a Special General Meeting.

#### 17. **QUORUM AT MEETING:**

- 17.1 Thirty three percent (33%) of the clubs that are affiliated to WCB will form a quorum at an Annual General Meeting or a Special General Meeting.
- 17.2 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 EXCO at a later date.
- 17.3 In the event of a quorum, as provided for in clause 17.1, not being present within thirty (30) minutes of the starting time of a Special General Meeting, convened in accordance with clause 16.2, the meeting will be cancelled.

#### 18. **AMMENDMENT TO THE CONSTITUTION:**

- 18.1 The Constitution may be amended at an Annual General Meeting or a Special General Meeting that has been convened for that purpose.
- 18.2 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 BB.

- 18.3 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 (j) or unless the EXCO in terms of the provisions of clause 14 (j) has given notice.
- 18.4 Notice of such amendments shall be given in accordance with the provisions of clause 16.1(b) to all affiliated clubs and the EXCO
- 19. REPRESENTATIVE FIXTURES:**
- 19.1 WCB may, at its discretion, organize representative matches and select players and teams to represent WCB.
- 19.2 Selection Committees shall select such players and teams and these selections will be subject to the approval of the EXCO before official announcement.
- 19.3 Only an affiliated WCB member who plays his bowls mainly at a WCB club, and participates in WCB competitions through that club, will be considered for inclusion in a WCB team. It will be solely at the discretion of the EXCO to decide whether or not a player qualifies in terms of this provision.
- 20. 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 WCB.
- 21. FINANCIAL YEAR:**
- The financial year shall be from 1 April of each year until 31 March of the following year.
- 22. INTERPRETATION**
- In the event of any uncertainty concerning the meaning of any provision of this Constitution or of the Domestic Rules and Regulations, interpretation of the WCB EXCO, shall be binding to all concerned until another judgment has been given by the Annual General Meeting or Special General Meeting.
- 23 FUNDS.**
- The income and property of WCB, irrespective of the source, shall be used exclusively for the purposes of WCB 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 organization - with the understanding that nothing prevents WCB, in good faith, from paying a reasonable wage to any official or employee or organization for services rendered.
- (a) Surplus funds from WCB 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 WCB, and after all WCB 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 WCB 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 WCB 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.
- 24. LIQUIDATION OF WCB:**
- WCB can be liquidated at the request of at least three quarters of all the Clubs, affiliated to WCB, which 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.
- 25. SOUTH AFRICAN INSTITUTE FOR DRUG-FREE SPORTS (SAIDS) COMPLIANCE**
- West Coast Bowls shall accept and abide by the spirit and terms of the South African Institute for Drug-Free Sports (SAIDS) Anti-doping Programme and the Anti-doping Rules, including the application of its sanctions to individuals and shall respect the authority of and co-operate with SAIDS and the hearing bodies in all anti-doping matters which are not governed by the rules of the relevant International Federation.

## **RULES AND REGULATIONS**

- B.1 The EXCO 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 WCB. They will complete score cards with names, provide rink numbers etc., and appoint Technical Officials.
- B.2.2 If a club has made its green available for a WCB 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 Member who is BSA Affiliated, an Affiliated Member of a Club and a Dual Member at another Club, can play in ANY COMPETITION for the Club that the Member is Affiliated to, or the Member can choose to play for, and represent the Club where he/she is a Dual Member.
- B.3.1 If a club does not have enough available players for the WCB League competition, that club may make use of players from a neighbouring club, provided that
- \* the latter club has granted permission
  - \* the latter club and player(s) are affiliated
  - \* 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 EXCO . A club which wins a floating trophy shall retain it until the next prize giving, at which it must be returned to the Match Secretary for the next presentation, having been properly engraved at the club's expense.
- B.5 The Match Secretary must ask all affiliated clubs to submit entries in good time for official competitions, championships or league fixtures and shall organize the draw together with a member of the EXCO at a venue and at a time as decided and subject to the conditions as laid down by the EXCO. Clubs where such competitions are played must immediately send the results to the WCB Match Secretary.
- B.6 The following championship fixtures are held annually:  
WCB Competitions:
- \* Men/Ladies Singles
  - \* Men/Ladies Pairs
  - \* Men/Ladies Trips
  - \* Men/Ladies Fours
  - \* Men/Ladies League
  - \* Mixed Pairs
  - \* Mixed Fours (2 men and 2 ladies)
  - \* Men/Ladies Veteran Singles
  - \* Men/Ladies Veteran Trips
  - \* Men/Ladies Veteran Fours
  - \* Men/Ladies Novice Singles  
(Only for players who have not played for more than three (3) years after first joining a club).
  - \* Men/Ladies Champion of Champions
  - \* Pro 10 Pairs
- 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 and the draw for a singles competition 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 and the draw for a pairs competition has been made, one or both players from a pairs team may withdraw and be replaced by other player/s from the same club, provided that the first game has not yet started.
  - (c) After the entries in the trips and fours competitions has been made, 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 WCB competition provided that such a substitute has not played for any other team during that particular competition
- B.9 Should a club or a player withdraw after the draw for a competition has taken place, the entry fee will be forfeited and paid into the bank account of Boland Bowls.
- B.10 If a player or team, 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.11.1 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 gives 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 that club. If the players or teams concerned fail to reach an agreement, the original programme will be strictly adhered to.

B.11.2 The venue and date of a final may only be changed in exceptional circumstances on condition that :

- \* permission is given by the Match Secretary
- \* both teams agree;
- \* the match takes place within seven days of the scheduled date
- \* the club where the match would have taken place, is notified in good time by the Match Secretary.

**This Constitution shall come into operation at the closing of the Annual General Meeting held on 15 May 2021.**

**President:**

**Secretary:**

**Date: 15 May 2021**