

CONSTITUTION OF THE

**CENTRAL GAUTENG LIONS
CRICKET UMPIRES ASSOCIATION**

12th OCTOBER 2021

PREAMBLE

WHEREAS the Central Gauteng Lions Cricket Umpires Association (hereinafter referred to as the “CGLCUA”) has been unified at all levels in the field of cricket Umpiring,

IN ADDITION, the CGLCUA will continue with the process of standardising cricket umpiring at all levels.

The CGLCUA is desirous of amending the past Constitution and adopting a revised / amended Constitution to establish, promote and control cricket umpiring within its jurisdiction.

NOW THEREFORE, the CGLCUA is constituted with the aims, objects and manner of conduct as set forth in this Constitution also known as the MOI.

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1. ABBREVIATIONS AND DEFINITIONS

1.1 Unless inconsistent with the text thereof, the following abbreviations and expressions used in this Constitution (MOI) shall have the meanings assigned to them hereunder, and expressions signifying the singular shall include the plural, and vice versa and those signifying the masculine gender shall include the feminine gender and *vice versa*.

1.1.1 “*Active Umpiring*”: Means any participation in and/or influencing of and administrative and/or managerial activity related to any decision-making process in the business of cricket umpiring.

1.1.2 “*AGM*”: Means the Annual General Meeting of the CGLCUA.

1.1.3 “*Association*”: A body of persons accepted by and associated with the CGL Cricket Umpires Association.

1.1.4 *"By-laws, Policies*

and Rules":

Means the by-laws and/or rules devised by the CGLCUA from time to time to implement the functioning of all or any of the Articles of this Constitution.

1.1.5 *"CGLCB"*:

Means the Central Gauteng Lions Cricket Board.

1.1.6 *"CGLCUA"*:

Means the Central Gauteng Lions Cricket Umpires Association or by whatever other name it may be known from time to time and is recognised as the custodian of all Umpiring activities under the jurisdiction of the GCB.

1.1.7 *"Constitution"*:

Means the Constitution of the CGLCUA.

1.1.8 *"CSA"*:

Means Cricket South Africa.

1.1.9 *"Days"*:

Means the number of calendar days stated shall be that number of clear days between two (2) events concerned. When any number of days is prescribed for the doing of any act, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day happens to fall on a Saturday, Sunday or any public holiday, in which case the days shall be reckoned exclusively of the first day and exclusively also of every such Saturday, Sunday or public holiday.

1.1.10 *"delegate"*:

A person authorised in the manner prescribed by this constitution to act as the representative of an ExCo member at any general meeting of the Association.

1.1.11 *"ExCo"*:

Means the ExCo of the CGLCUA. The ExCo constituted in

terms of this constitution comprising those persons elected to the ExCo and occupying the position of ExCo members from time to time.

- 1.1.12 *“ex-officio”*: By virtue of the characteristics inherent in the holding of a particular office without the need of specific authorization or appointment.
- 1.1.13 *“Good Standing”*: Means a member, active or non-active, who is a fully paid-up member, without any pending disciplinary action or currently serving a disciplinary sanction and who is not in default in terms of any disciplinary action.
- 1.1.14 *“life member”*: Means a member in good standing who had received the honour of a life membership, conferred by the ExCo, if satisfied such person meets all the relevant criteria for such conferral, duly nominated in writing.
- 1.1.15 *“member”*: Means a person who holds membership in, and specified rights, with good standing, in respect of the CGLCUA.
- 1.1.16 *“MOI”*: Means the Memorandum of Incorporation also referred to as the Constitution of the CGLCUA.
- 1.1.17 *“notice”*: Shall, unless the context indicates otherwise, mean a written communication which has been delivered to the addressee by ordinary or registered post to an address as notified by a party and recorded in the record of the Association, sent by, telefax transmission or electronic computer mail (E-Mail), to the number notified by the addressee. Any notice sent by post shall be deemed to have been received by the addressee within 10 (ten) days of the proven date of posting.

Any notice sent by telefax transmission shall be deemed to have been received by the addressee on the day after the proven date of telefax transmission.

- 1.1.18 *“office”*: The registered office for the time being of the Association.
- 1.1.19 *“Ordinary member”*: Means a member in good standing and/or a life member.
- 1.1.20 *“person”*: Includes any (body of persons), whether incorporated under any law of any country.
- 1.1.21 *“quorum”*: Regarding the attendance at the AGM or any SGM of the Association, it shall mean active members present, by authorised representative or by proxy and representing fifty percent **[50%]** plus one, of the voting rights entitlement of the Association. In the case of attendance of Exco and other General Meetings, the representation of the voting rights entitlement of the Association for such meetings shall be fifty percent **[50%]** plus one.
- 1.1.22 *“representation”*: Any nomination, election and appointment shall be subject to the provisions of this constitution (MOI) and shall take cognisance of demographics, transformation, gender equity, business and sport skills and/or knowledge, independence and acumen.
- 1.1.23 *“rule of construction”*: The rule of construction that a contract shall be interpreted against the party responsible for the drafting of the contract, shall not apply to this Constitution.
- 1.1.24 *“Season”*: Means the cricket season in South Africa.

- 1.1.25 *"Secretary"*: Means the Secretary of the CGLCUA.
- 1.1.26 *"senior clubs"*: Those clubs from time to time competing in the CGL's two most senior leagues, presently known as Premier A and Premier B Division.
- 1.1.27 *"sign"*: Includes the reproduction of a signature by lithography, printing, or any kind of stamp or any other mechanical or electronic process, and signature has the corresponding meaning.
- 1.1.28 *"SGM"*: Means a Special General Meeting of the CGLCUA, call for in terms of Paragraph 21.3 of this Constitution (MOI).
- 1.1.29 *"Treasurer"*: Means the Honorary Treasurer of the CGLCUA.
- 1.1.30 *"Umpire"*: Means any cricket umpire who is a registered member in good standing for the time being of the CGLCUA.
- 1.1.31 *"words"*: Words importing any gender include the other gender and words importing the singular number include the plural and vice versa.
- 1.1.32 *"Year"*: Means the period elapsing between two (2) successive AGM's.

2. NAME

- 2.1 The name of the organisation to which the Constitution relates shall be aligned with that of the mother body, with the addition of the following:

“Cricket Umpires Association” (hereinafter referred to as “The Association” or abbreviated as “CGLCUA”).

2.1.1 Eke Naming (Additional Naming)

In addition the Association will also be known by the same name as the mother body with the affix Cricket Umpires Association.

2.2 In the event the mother body amends its name, the Association’s name will follow suite with the specific inclusion of the wording as set out in 2.1 above and all reference in this Constitution to the old name will automatically be read with the new name.

2.3 Association is a voluntary association having an identity separate from that of its members, which is entitled to sue and be sued in its own name, and, notwithstanding any change in the composition of its membership from time to time, shall have perpetual succession.

2.4 The Association shall have its *domicile* and its headquarters at the Wanderers Cricket Stadium situated at Corlett Drive, Illovo, Johannesburg, Gauteng.

3 AREA OF JURISDICTION

3.1 The area of jurisdiction of the Association shall be determined by the CGLCB and where required in conjunction with CSA.

3.2 The Association shall have jurisdiction over its ExCo members and their individual members during the tenure of their membership of the Association, where so ever they may be.

4 OBJECTIVES

The following are the objectives of the Association:

4.1 To be a member of the CGLCB and to promote, advance, administer, co-ordinate and generally encourage the game of cricket and more specifically umpiring in the jurisdiction of the CGLCB.

- 4.2 To administer the Marylebone Cricket Club (MCC) Laws of Cricket and any subsequent amendments and ICC Full Members Regulations and all local rules and by-laws as laid down by the CGLCB with the authorised interpretations and decisions thereon.
- 4.3 To direct umpires to officiate at all matches played under the auspices of the CGLCB including school matches in approved competitions as well as any friendly or other school match so requested.
- 4.4 To adhere to and where required in conjunction with CGLCB, make by-laws, policies, rules, and regulations governing, regulating, and controlling cricket umpiring under the jurisdiction of the CGLCB and CSA, and to add to, repeat or alter such by-laws, policies, rules and regulations and to enforce the carrying out of the same.
- 4.5 To arrange, appoint, nominate, regulate the appointment of umpires within the jurisdiction of the CGLCB, and CSA when and where required.
- 4.6 To settle disputes arising between members or bodies or persons connected directly or indirectly with cricket umpiring within the jurisdiction of the Association.
- 4.7 To promote the development of umpires at all levels, irrespective of race, colour, gender, or religion.
- 4.8 To distribute monies to its members for the payment of umpires who have officiated in matches under the auspices of the Association.
- 4.9 To actively strive towards a situation where resources for the umpiring of cricket are accessible to all persons desirous of umpiring cricket on an equal basis.
- 4.10 To strive to become fully representative of the society within the jurisdiction of the Association.

- 4.11 To ensure that all the structures, which control administer or promote cricket in the jurisdiction of the Association shall be unified and non-prejudicial.
- 4.12 To encourage, organise and promote the development of umpires for advancement through CGLCB and CSA tournament structures to ensure continuous umpiring resources to fulfil the LCB and CSA requirement for all within the jurisdiction of the Association, CGLCB and ultimately CSA.
- 4.13 Recruitment and training of umpires within the area of jurisdiction to maintain the numerical strength of the CGLCUA, and to provide as many competent Umpires for the benefit of cricket.
- 4.14 To support the Transformation initiatives of the CGLCB and CSA.

5 COLOURS

The colours of the Association will conform to the requirements of the CGLCB and shall also conform to the colour scheme being applied and utilised by the CGLCB, from time to time.

6. EMBLEM

The emblem of the Association will conform to the requirements of the CGLCB and shall also conform to the emblem being applied and utilised by the CGLCB, from time to time.

7. CRICKET LAWS

The laws of cricket as recognised by the International Cricket Council (ICC) and the controlling body of the game of cricket in the Republic of South Africa (CSA) from time to time, shall be adopted and followed by the Association; provided that if such laws conflict at any time with the laws, by-laws or regulations of the

Association, the laws, by-laws, or regulations of the controlling body of the game of cricket in the Republic of South Africa, shall prevail.

8. ASSOCIATION MEMBERSHIP

There shall be no limitation upon the number of members of the Association.

9. APPLICATION FOR MEMBERSHIP OF THE CGLCUA AND MEMBERSHIP FEES

- 9.1 Applicants for ordinary membership in terms hereof shall apply for membership in writing and forward to the secretary, together with the application and a copy of their ID.
- 9.2 Membership and entry fees payable by ordinary members shall be decided upon by the Association through the ExCo serving at the time of membership application in its discretion from time to time and formally adopted by the members at the AGM of the Association.

10. REPRESENTATION AT CGLCB

- 10.1 Each member referred to herein shall be entitled annually, to appoint 2 (two) delegates to attend such forums as required by CGLCB. Only those members indicated in the CGLCB Constitution shall, however, have the right to vote at such meetings as per their voting rights contained in the said CGLCB constitution, provided that if any such member is in default in respect of any financial obligation to the Association, or does not operate in terms of a constitution acceptable to the Association, no delegate appointed by any such member shall be entitled to attend, nominate any person for election and/or vote at any general meeting of the CGLCB.
- 10.2 No delegate shall be entitled to represent more than one Umpiring Association.

11. HONORARY AND LIFE MEMBERS

- 11.1 The ExCo of the CGLCUA may confer honorary membership of the Association to any person considered worthy of the honour and who has given outstanding service to cricket umpiring and to the Association.
- 11.2 Honorary Members shall have the right to attend and speak at the AGM and SGM of the Association, but they shall have no voting rights unless such Honorary Member is also an active member of the CGLCUA.
- 11.3 Honorary Members shall not be allowed to nominate any person for election.
- 11.4 Life membership may be conferred during an AGM of the Association as per the Constitution of the Association.
- 11.5 Life members shall have the right to attend and speak at the AGM and any SGM of the Association, and shall have, in all other respects, the same rights as an ordinary member, including voting rights but on the right to nominate any person for election.
- 11.6 In the exercising of its powers pursuant to this paragraph, the ExCo may receive written nominations from members at least (14) days before the date fixed for the holding of the AGM and may in its sole discretion consult with members in applying any merit criteria.

12. EXECUTIVE MEETINGS

- 12.1 The ExCo shall convene not less than six (6) meetings per annum during its term of office.
- 12.2 The ExCo shall be empowered to take decisions as it deems fit, provided these acts or decisions do not clash with any measure of this constitution, and that all such

acts shall be reported at the forthcoming meeting of the ExCo and/or general meeting, if so required.

13. INDEMNITY

No ExCo member, ordinary member, *ex-officio* official of the Association and any person, or other officer of the Association, shall be liable for the acts, negligence, or default of the Association, for any loss or expense incurred by the Association or for any loss or damage incurred by an error of judgement on his/her part.

14. FINANCES OF THE ASSOCIATION

14.1 The Association shall be conducted on a non-profit basis with the specific intent and purpose that its assets and income from whatever source shall be applied solely towards the promotion of its objectives, if nothing herein contained shall preclude the payment in good faith to any other person:

14.1.1 Subject to the provisions as contained in the annual budget, reasonable remuneration for the services rendered on behalf of the Association.

14.1.2 Reimbursement of actual costs, expenses or other commitments incurred on behalf of the Association and payment of such monies to members as found advisable for the promotion and advancement of cricket umpiring.

14.2 The financial year of the Association shall close on the **30th of April** each year.

15 THE EXCO OF CGLCUA

15.1 The CGLCUA ExCo shall be the highest authorities and shall exercise their powers as set out in this Constitution [MOI].

15.2 The ExCo shall consist of ***at least*** the following, but *not limited* to, these minimum requirements for the positions as mentioned *infra*:

The ExCo of the CGLCUA, once elected, will be constituted as follows:

- 15.2.1 President;
- 15.2.2 Vice-President;
- 15.2.3 Secretary;
- 15.2.4 Training Co-ordinator;
- 15.2.5 Three (3) additional members
- 15.2.6 Two (2) honorary positions for the portfolios of Treasurer and Head Trainer. These two honorary positions to be appointed by the ExCo.
- 15.3 Any nomination, election and appointment shall be subject to the provisions of this MOI and shall take cognisance of demographics, transformation, gender equity, business, and sport skills and/or knowledge, independence and acumen.
- 15.4 The ExCo may, at its sole discretion, co-opt persons to serve in working forums and standing committees, constituted to perform specific tasks only. The nature of the forums will dictate its needs and duration. Such co-opted persons shall not be required to attend committee meetings unless required to report on progress and will not be able to cast any vote on the ExCo.
- 15.5 The process for the appointment of the ExCo will be as follows:
 - 15.5.1 Association members will nominate members for appointment to the ExCo as per the requirements as listed in *paragraph 15.10* and *paragraph 15.11 infra*. Such written nominations must reach the Secretary of the Association at least fourteen (14) days prior to the AGM. Nominations must be accompanied by a motivation why a candidate should be considered for election and should be made after due cognisance was taken of the expertise required as contained in this Constitution.
 - 15.5.2 The nomination in writing by a member of the Association, as envisaged in paragraph 15.5.1 on the form prepared and made available by the ExCo, shall also indicate that such person: -

15.5.2.1 Has sufficient time, passion for the game of cricket umpiring and appropriate qualifications and/or skills/experience in some of the following fields:

- i. Business acumen;
- ii. Marketing;
- iii. Legal;
- iv. Financial / Accounting / Budgets;
- v. Knowledge of cricket;
- vi. Corporate Governance;
- vii. Human Resources.

15.6 The office of the Secretary shall advise members of the current ExCo of the names of the persons nominated for election to the ExCo at least ten (10) days before the date fixed for the holding of the AGM.

15.7 The President will be an *ex officio* member of all committees of the Association, including the ExCo.

15.8 The persons eligible to be elected or re-elected to the ExCo shall be: -

15.8.1 Retiring ExCo members who shall be eligible for re-election, subject to the rules as applied in this Constitution and;

15.8.2 Persons nominated by members of the Association, who will be nominated in writing in a form prepared by the Secretary and timeously made available to all ExCo members and;

15.8.3 Persons nominated for election or re-election to the ExCo should not have a previous history of irregularities as an ExCo member or a Board Member where applicable.

15.9 Any nomination in terms hereof shall be required to be accepted in writing by the persons so nominated.

- 15.10 The President shall serve a maximum of three (3) years uninterrupted, in his capacity as President. After such term, the President shall again be eligible for re-election, for a further term of three (3) years and shall thereafter not again be eligible for election or qualify for election, as President of the Association, at any time during that person's membership of the Association.
- 15.11 The provision of paragraph 15.10 above does not preclude such President to upon expiry/retirement of his second term, thereafter, be elected to the ExCo as a Vice President or an ordinary ExCo member.
- 15.12 The Vice President shall serve a maximum period of two (2) years uninterrupted in his capacity as Vice President, after which the person who served as Vice President shall again have the right to be re-elected for a further term of two (2) years. There shall be no maximum or prescriptive number of terms of office for the appointment of a Vice President.
- 15.13 All other appointments made to the ExCo shall be for a period of two (2) uninterrupted years, after which the person who served as an ExCo member shall again have the right to be re-elected for a further term of two (2) years. There shall be no minimum or prescriptive number of terms of office prescribed for the appointment of an ExCo member.
- 15.14 **Voting Process for the ExCo Members:**
- 15.14.1 Voting will be done per ballot paper (taking due cognisance of the requirements).
- 15.14.2 Voting shall be subject to the provisions of this MOI and shall take cognisance of demographics, transformation, gender equity, business, and sport skills and/or knowledge, independence, and acumen.
- 15.14.3 If there may still be vacancies after the election process has been completed, the elected ExCo will fill any vacancies that may still exist.

- 15.14.4 The ExCo will elect and allocate its management portfolio roles and responsibilities immediately after completion of the election process or at a suitable time thereafter.

16 POWERS OF THE EXCO

- 16.1 The ExCo shall have full power and authority to do any act, matter or thing as may be required to give effect to the objectives of the Associations as described herein.
- 16.2 It is especially recorded that the CGLCUA ExCo has the powers referred to in this paragraph 16 and elsewhere in this Constitution including the articles attached hereto as annexures to the MOI. In addition to the general powers and authority conferred on the ExCo and without in any way limiting such power and authority, the ExCo shall have the following powers, subject to the content of this paragraph and this Constitution: -
- 16.2.1 It shall have the authority to invest and deal with any monies of the CGLCUA not immediately required for the purposes of the CGLCUA, such accounts to be with any Commercial Bank as the ExCo may deem fit. The authority to operate any of these accounts shall be the joint signature of any two members of the ExCo;
- 16.2.2 To appoint sub-committees and confer on such sub-committees any of the powers vested in it under this Constitution, if the implementation of any decision or action by any sub-committee shall be subject to the direction of the Executive;
- 16.2.3 To appoint delegates to represent the CGLCUA at the AGM of the CGLCB and /or any other body as so mandated, and to appoint delegates to represent the CGLCUA at any meetings of associations affiliated to the CGLCB if and where applicable;
- 16.2.4 The ExCo shall have power and authority to manage all affairs of the CGLCUA, except where such affairs are specifically reserved to a General Meeting of

Members. Further, no powers contained herein shall conflict with any of the terms of the CGLCB constitution;

- 16.2.5 To accept donations legacies and raise funds on behalf of the Association;
 - 16.2.6 The ExCo may co-opt members as it deems fit, should the need arise, for a period not longer than the term of office of such ExCo, to serve on the ExCo. Such co-opted members shall attend and participate in all meetings of the ExCo. Co-opted Members shall not have the right to vote at such meetings;
 - 16.2.7 The ExCo may, from time to time, formulate rules and / or policies, as it may deem necessary, for the smooth and efficient running of the affairs of the CGLCUA, provided that no by-law, policy, or rule shall conflict with the provision of this Constitution, and provided further that the said by-laws policies and/or rules shall, when formulated, be valid and binding on all members in their dealings with the CGLCUA and with one another as members.
- 16.3 In addition to the foregoing, the ExCo may:
- 16.3.1 Appoint sub-committees for specific or extraordinary duties as it may deem fit (appointment, assessments, coaching, ratings, etc.);
 - 16.3.2 Act as a Disciplinary Committee when and where necessary, and in this capacity to suspend, expel or otherwise deal with any member who may have been deemed to have brought discredit to the CGLCUA, or has failed to accept match appointments without good cause (*refer to annexures for detailed information*);
 - 16.3.3 Delegate these duties to a sub-committee at its discretion. In that event the disciplinary sub-committee shall consist of a convenor and 2 (two) additional members, who need not necessarily be members of the ExCo;
 - 16.3.4 To indulge in fundraising for the benefit of the CGLCUA;

- 16.3.5 The election of the ExCo shall take place at an AGM of the CGLCUA;
- 16.3.6 To initiate, institute or defend legal proceedings, arbitration, mediation and/or any other form of appropriate dispute resolution procedures;
- 16.3.7 To appoint officials, create sub-committees and special forums, either honorary or otherwise for the purpose of carrying out the aims, objects and business of the Association;
- 16.3.8 To appoint such officials as it shall from time to time determine and shall have the power to dismiss or suspend any person so appointed, and shall fix remuneration and settle the terms of such appointment;
- 16.3.9 To pay honoraria;
- 16.3.10 To appoint any one or more members of the relevant ExCo to sign and execute any powers of attorney, agreements or other deeds or documents on behalf of the Association;
- 16.3.11 To cause minutes to be made and provided for the purposes:
 - 16.3.11.1 of all appointments of officers made by the ExCo;
 - 16.3.11.2 of the names of the members of the ExCo present at each meeting of the ExCo and of any committee appointed by the ExCo;
 - 16.3.11.3 of all resolutions and proceedings at all meetings of the ExCo and every person present at such meeting shall sign his/her name in a book to be kept for the purposes of recording attendance;
- 16.3.12 To summon the AGM of the Association and also any SGM;
- 16.3.13 To make and give receipts, releases and other discharges for money payable to the Association and for claims and demands of the Association;

- 16.3.14 To appoint officials for carrying out the aims and objects of the Association, to deal with, consider and decide upon reports submitted by Umpiring members or other persons directly involved in the pursuance of Umpiring duties;
- 16.3.15 To temporarily or permanently suspend or otherwise penalise any member for any act or omission that may be deemed, in the sole and absolute discretion of the ExCo, to be punishable;
- 16.3.16 To control and invest the funds of the Association as authorised in terms of the objects and the provisions of the Association;
- 16.3.17 Generally, to carry out the objectives of the Association, and for such purpose to do and perform all such acts and things which may be requisite or necessary.

17 TERMINATION OF MEMBERSHIP OF THE EXCO

A member shall cease to be a member immediately:

- 17.1 On such member's death;
- 17.2 If such member tenders written notice of his/her resignation as a member of the ExCo;
- 17.3 If such member becomes of unsound mind or body;
- 17.4 If such member is an un-rehabilitated insolvent;
- 17.5 If such member is convicted of a criminal offence and imprisoned without the option of a fine or fined an amount in excess of the prescribed limit as set in the Criminal Procedure Act;
- 17.6 If the general behaviour or conduct of such member embarrasses the Association and the remainder of the relevant ExCo vote to expel such member;
- 17.7 If such member contravenes the Associations Code of Conduct and Behavioural Policy;

- 17.8 Upon the resignation of the President of the Association due to any reason as listed in paragraph 17 *supra*, the Vice President or in his absence the Secretary, shall with immediate effect resume the responsibilities of the President albeit in an acting capacity with full Presidential authority until the term of office expires and a new voting process commences as per the requirements as listed in the next scheduled AGM.

18 PROCEDURES OF THE EXCO

- 18.1 The members of the ExCo shall:

- 18.1.1 Meet, adjourn and otherwise regulate the meetings of the respective ExCo as they think fit and any three (3) members of the relevant ExCo shall be entitled to convene or direct the Association's office to convene a meeting of the relevant ExCo;
- 18.1.2 Determine what notice shall be given of the meetings of the relevant ExCo and the means of giving that notice, provided that any such prior determination may be varied, depending upon the circumstances and reasons for the meeting in question;
- 18.1.3 Unless otherwise determined by the Association in a general meeting or by a meeting of the relevant ExCo at which all ExCo members are present, the quorum necessary for the transaction of the business of the relevant ExCo shall be fifty percent **[50%]** plus one of all members of the ExCo. A resolution of the ExCo shall be passed by majority of the votes of the members of the relevant ExCo present and at the meeting at which it is proposed.

19 REPRESENTATION AT NATIONAL AND OTHER LEVELS

The President, or in his absence, the Vice President will represent the Association's best interests at CGLCB and CSA.

20 MEMBERS' VOTING RIGHTS

20.1 At an AGM, SGM or a General meeting, the following members shall be entitled to vote on the following basis:

20.1.1 Each ExCo member shall have 1 (one) vote;

20.1.2 Each member in good standing shall have 1 (one) vote;

20.1.3 Each life member in good standing shall have 1 (one) vote;

20.1.4 Each honorary member, who is also an active member of the CGLCUA, shall have 1 (one) vote;

20.1.5 The President shall, where required, have a casting vote in the event of an equality of votes in all matters, including the election of officers.

21 ANNUAL GENERAL MEETINGS (AGM)

21.1 The AGM of the Association shall be held, subject to the provisions of this Constitution, at least 30 days prior to the Affiliate's / Associate's Annual General Meeting.

21.2 The AGM shall be called on 30 (thirty) days written notice.

21.3 The business of the AGM shall be to:

21.3.1 Confirm the minutes of the previous AGM;

21.3.2 Consider the report of the Association for the period under review and to receive and pass financial statements to **30th April** of the immediately preceding financial year of the Association;

21.3.3 Elect the ExCo for the ensuing term, if necessary;

21.3.4 Deal with such special business of which due notice has been given;

21.3.5 Deal with general business;

21.3.6 Elect honorary life members; and

21.3.7 Consider any proposals for the amendment of the Constitution.

21.4 An AGM convened in the manner prescribed in paragraphs 21.1 and 21.2, at which the quorum requirements as set out in paragraph 1.1.23 have not been met within 30 (thirty) minutes of the scheduled starting time of the AGM, shall stand adjourned for an additional 15 (fifteen) minutes, and the quorum at the resumption of the AGM, shall be the members present in person or by proxy at that meeting.

22 SPECIAL GENERAL MEETING (SGM)

22.1 An SGM of the Association may be convened only:

22.1.1 By the President, ExCo; and/or

22.1.2 On a requisition delivered to the office of the Association signed by the duly-appointed delegate of no fewer than 6 (six) members.

22.2 The SGM shall be called on 21 (twenty-one) days written notice.

22.3 A SGM convened in the manner referred to in paragraphs 22.1 and 22.2, at which the quorum requirements as set out in paragraph 1.1.23 have not been met within 30 (thirty) minutes of the scheduled starting time of the SGM, shall stand adjourned for an additional 15 (fifteen) minutes, and the quorum at the resumption of the SGM, shall be the members present in person or by proxy at that meeting.

23 GENERAL MEETINGS OF THE ASSOCIATION

- 23.1 All other general meetings of the Association shall be called on 10 (ten) days written notice. Such notice shall state the place, day, hour, and the nature of the business to be transacted at such meeting.
- 23.2 A general meeting of the Association shall, notwithstanding that it is called on shorter notice than that specified above, be deemed to have been duly called if it is so agreed in writing by no fewer than fifty percent **[50%]** plus one, of the voting entitlement of the members entitled to attend and to vote thereat.
- 23.3 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 23.4 A General Meeting convened in the manner referred to in paragraphs 24.1, at which the quorum requirements as set out in paragraph 1.1.23 have not been met within 30 (thirty) minutes of the scheduled starting time of the General Meeting, shall stand adjourned for an additional 15 (fifteen) minutes, and the quorum at the resumption of the General Meeting, shall be the members present in person or by proxy at that meeting.
- 23.5 The President of the CGLCUA ExCo or failing him, the Vice-President of the CGLCUA ExCo shall be the chairman of each general meeting reporting on Umpiring matters.
- 23.6 The relevant chairman may, with the consent of any meeting at which a quorum pursuant to the above is present (and shall, if so, directed by the meeting) adjourn the meeting from time to time, provided that no business shall be transacted at the resumption of any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for a period of 10 (ten) days or more, equivalent notice as given in the case of the original meeting, shall be given in relation to the adjourned meeting.
- 23.7 At any General Meeting, a resolution put to the vote shall be decided by poll in accordance with the voting rights determined under the heading “Members Voting

Rights", unless all the members present in person, by authorised representative or proxy and entitled to vote thereat, agree to the vote being decided by a show of hands.

- 23.8 On a poll at a General Meeting, such a poll shall be taken in such manner as the President directs. The result of the poll shall be deemed to be resolution of the meeting at which the poll was demanded. Scrutinisers shall be elected to declare the result of the poll and their decision, which shall be given by the President of the meeting, shall be deemed by the resolution of the meeting at which the poll is taken.
- 23.9 On a show of hands at a General Meeting, a declaration by the President as to the result of the voting on any resolution and an entry to that effect in the minutes shall be conclusive proof of that result, without proof of the number of proportions of votes recorded in favour of, against and as abstaining from such resolution.
- 23.10 In the case of an equality of votes, whether on a show of hands or on a poll, the President of the meeting shall be entitled to a second or casting vote.
- 23.11 No objection shall be taken to the admission or rejection of any vote except at the General Meeting at which the vote in dispute is cast, or, if it is adjourned, the resumption thereof. The President of the General Meeting or resumed General Meeting shall determine any issue raised by such objection and his determination shall be final and binding.
- 23.12 A resolution in writing signed by all members entitled to receive notice of and to attend and vote at a General Meeting shall be valid and effective as if it had been passed at a General Meeting properly called and held.
- 23.13 Any such resolution may consist of several documents, each of which may be signed by one or more members and shall be deemed to have been passed on the

day on which it was signed by the last member who signed it, unless a statement to the contrary is made to that resolution.

24 PROXIES

24.1 A proxy form, power of attorney or any other authority in respect of an AGM or SGM shall be in writing and signed by or on behalf of the grantor.

24.2 A proxy form shall: -

24.2.1 Be in such form as is approved or accepted by the Association and shall include electronic, email or SMS messages;

24.2.2 Be lodged with the Administrator no fewer than 48 (forty-eight) hours before the time appointed for the holding of the General Meeting (whether it be a new or adjourned meeting) at which the person named therein proposes to vote; and

24.2.3 A proxy is valid at the resumption of an adjourned meeting, to which it relates, unless the contrary is stated therein.

24.3 The following information must be contained in any electronic, email or SMS proxy's:

24.3.1 Name of the proxy principal;

24.3.2 Name of proxy;

24.3.3 Date of meeting to which proxy relates;

24.3.4 Terms of the proxy;

24.3.5 Date of the proxy.

24.4 In the event of electronic, email or SMS proxies, such proxy's must be sent to the CGLCUA Administrator from the registered cell phone or email address of the proxy principal. This shall serve as signature of the proxy by the proxy principal.

25 DISPUTES

25.1 For this paragraph, disputes include without prejudice to the generality of that term, any action by any member concerning the interpretation and application of this Constitution.

25.2 Dispute in relation to:

25.2.1.1 The interest of a member;

25.2.1.2 The powers, duties and office of a member;

25.2.1.3 The affairs of the Association;

25.2.1.4 The interpretation, application and/or effect of any of the terms, conditions or restriction imposed or any procedure to be followed under this Constitution.

25.3 The following procedure will apply to the Association if a dispute cannot be resolved within the Association's jurisdiction:

25.3.1 All disputes concerning club Umpiring matters falling within the jurisdiction of an associate (including disciplinary matters), shall be resolved within the dispute prevention and dispute resolution mechanism set out in the CGLCUA's constitution and / or annexures to the constitution;

25.3.2 Only in the event of a dispute not having been resolved within the dispute resolution mechanisms, shall it be referred to the Chief Executive Officer or his nominated representative acting on his behalf at CGLCB for resolution, by way of negotiation, mediation or arbitration;

25.3.3 Issues in dispute shall be recorded in writing and be conveyed to the Administrator of the Association as soon as possible and, in any event, not later than seventy-two (72) hours of the dispute having arisen.

- 25.4 The parties to the arbitration shall be entitled to attend the arbitration and may be represented by members of the legal profession at their own cost.
- 25.5 The arbitration shall be carried out informally and in a summary manner. It will not be necessary to observe strict rules of evidence or procedure.
- 25.6 In the event of a referral to arbitration, the CEO or his nominated representative at the CGLCB may decide to refer the dispute to mediation for resolution. The CGLCB under the authority of the CEO shall appoint the mediator in consultation with CGLCB ExCo.
- 25.7 The decision of the arbitrator shall be final and binding.

26 AMENDMENT OF THE CONSTITUTION

- 26.1 This Constitution may be amended, rescinded, or altered at any AGM or SGM of the Association, provided that:
- 26.1.1 Notice has been given by the Association or to the Association, at least 30 (thirty) days for an AGM and 21 (twenty one) days for a SGM, before the due date of such meeting;
- 26.1.2 Such notice contains the nature and ground of the amendment;
- 26.1.3 A copy of such notice has been forwarded to each voting member by the office, at least 15 (fifteen) days before the date of the meeting;
- 26.1.4 The said amendment is passed by a simple majority of fifty percent **[50%]** plus one, of eligible members in attendance at the AGM or SGM;
- 26.1.5 Nothing contained herein shall retract from the right of the ExCo to make any recommendation, provided due notice as laid down in the Constitution shall have been given;

26.1.6 A copy of any amendments to the constitution shall be submitted to CGLCB and CSA for ratification and final approval.

27 DOCUMENTATION FILED AT THE ASSOCIATION'S OFFICE

27.1 All matters pertaining to the establishment of committees, delimitation of areas, code of conduct, breach of rules, disciplinary hearings, appeals, suspension of members, policy regarding the awarding of colours, the relationship between CGLCB and CSA and related matters, shall be contained in separate documentation filed at the Associations office.

28 DISSOLUTION

28.1 The Association may be dissolved if at least eighty percent **[80%]** of the members present and voting at a SGM of members convened for the purpose of considering such matter, in terms of the relevant provision of this constitution, are in favour of dissolution.

28.2 If upon dissolution of the Association there remains any assets whatsoever after the satisfaction of all its debts, and liabilities, such assets shall not be paid to or distributed among members of the Association, but shall be transferred to the CGLCB, or any institution, board or body which is exempt from the payment of income tax in terms of **section 10(1)(c)(i)** of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity; or any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in **section 10(1)(a) or (b)** of the Income Tax Act.

This amendment to the Constitution was adopted and approved at an SGM / General Meeting of the CGLCUA held on the day of 20..... and shall be effective henceforth.

Signed aton day of
20....

PRESIDENT – CENTRAL GAUTENG LIONS CRICKET UMPIRES ASSOCIATION

DATE: _____

Signed aton day of
20....

VICE PRESIDENT – CENTRAL GAUTENG LIONS CRICKET UMPIRES ASSOCIATION

DATE: _____

ANNEXURE

ARTICLES TO THE CONSTITUTION

Article 1: Training and Development

- 1.1 The recruitment and training of umpires within the area of jurisdiction is a requirement in order to maintain the numerical strength of the CGLCUA and to provide as many competent Umpires as possible for the benefit of cricket collectively.
- 1.2 Drafting, monitoring, approval and conducting of written or oral examinations in accordance with existing procedures and development programs as governed by CSA.
- 1.3 Approval of Umpires' grading and up-grading in accordance with existing procedures and development programs, as provided for by CSA as and when required and subject to CSA upgrading as and when required.
- 1.4 The head trainer shall be excluded from holding an executive position of President, Treasurer or Training Co-Ordinator.

Article 2: Honorary Treasurer

- 2.1 The Treasurer shall control all receipts, payments of the CGLCUA, submit financial reports to the ExCo, and General Meetings when so required and present accounts for payment. It shall be the duty of the Honorary Treasurer to:
 - 2.1.1 Ensure all monies received will be deposited timeously into the banking account of the LCUA and to pay all disbursements by cheque or EFT, which shall be duly vouched for;
 - 2.1.2 Operate the banking and/or savings accounts in the name of the CGLCUA with any commercial bank, which may be convenient for the Honorary Treasurer for the time being. The signatures for this purpose shall be any two of the following:
The President, the Vice President and the Honorary Treasurer;

- 2.1.3 Keep and maintain proper books of accounts, which shall be submitted to the elected Accountants within thirty (30) days after the termination of the financial year, which shall be the **30th of April** and present Annual Financial Statements (AFS) to the AGM;
- 2.1.4 Expend a sum of money (as determined annually by the ExCo) for any purpose in any one calendar month, without the prior consent of a General Meeting;
- 2.1.5 Ensure proper accounts to be kept of the receipts and expenditure and of the assets and liabilities of the CGLCUA.
- 2.1.6 The receipts and expenditure shall be conducted through bank current accounts and/or savings accounts at a Commercial Bank at the discretion of the ExCo, and authority to operate any of these accounts shall be the joint signature of any two members of the ExCo, one of whom shall be the Honorary Treasurer, or by way of electronic media or at the discretion of the ExCo;
- 2.1.7 Act *ex-officio* on any sub-committee dealing with income and/or expenditure;
- 2.1.8 Ensure the implementation of any articles relating to finances as set out in this Constitution; and
- 2.1.9 Prepare an annual estimate of income and expenditure (budget) for the succeeding year.

Article 3: Secretary

- 3.4 The Secretary, or his /her duly appointed representative, shall conduct all correspondence under the direction of the President or his deputy, and bring all correspondence, directed to the President or to the CGLCUA through any other channel, to the notice of the ExCo at the first opportunity subsequent to the receipt of such communication:

- 3.5 He/she must attend all ExCo and General Meetings;
- 3.6 He shall present all minutes of all meetings and shall notify all members, to their last known address, with notices of such meetings (giving date, time and place and business to be transacted), as per the appropriate notice period as set forth above relating to the various forms of meetings;
- 3.7 Notices shall include in the agenda any notices of motions received.

Article 4: CGLCUA ADMINISTRATOR

- 4.1 The CGLCUA Administrator's duties shall be to appoint Umpires to matches under the jurisdiction of the CGLCUA for the entire season. This shall be done in conjunction with the Assessment Committee.
- 4.2 He shall maintain up-to-date membership, examination, achievements, discipline, and any other pertinent records and ensure that a true copy of the Constitution is available at each ExCo or general meetings.
- 4.3 He shall further maintain an up-to-date record of all umpiring allocations throughout the entire season.
- 4.4 He shall also assist the Secretary in all matters relating to the communication of information to or the provision of notice, as contemplated in this MOI, to all Members.

Article 5: ExCo

The ExCo shall be empowered to take decisions as it deems fit, provided these acts or decisions do not clash with any measure of this Constitution / MOI.

Article 6: Non-Active Members

Any member of the CGLCUA may retain his membership of the CGLCUA after ceasing to officiate as an Umpire on the field, subject to the provisions regarding payment of the annual subscription.

Article 7: Life Members

- 6.1 A Life President, three (3) Life Vice-Presidents and a Life Member shall be elected provided that the Executive is of the unanimous opinion that suitable candidates are available to fill the positions. A member who holds one of these positions shall not be precluded from being nominated to a position on the Executive, subject to the following:
 - 6.1.1 Nominations for this honour shall be submitted to the ExCo;
 - 6.1.2 Any members in good standing who wish to nominate persons to the honour of Life Member may submit notice of motion to be placed on the agenda of the AGM, subject to notice thereof being received in writing by the Secretary not later than fourteen (14) days prior to the AGM;
 - 6.1.3 Life Membership may be awarded to members considered worthy and who have rendered loyal and meritorious service to the CGLCUA;
 - 6.1.4 The voting shall be done by secret ballot or a show of hands at the discretion of the meeting of the members present and eligible to vote at any AGM;
 - 6.1.5 Life Membership shall be awarded to any member who receives 100% of the votes of the members present but, the ExCo reserves the right to withdraw such an honour should any Life Member fail to be deserving of such an honour, at any time;
 - 6.1.6 Life Members shall be recipients of suitable commemorative certificates;
 - 6.1.7 No more than 2 (two) members in this category may be so honoured in any, one-year term;

6.1.8 Life Members shall not be liable to pay a subscription and have the right to vote.

Article 8: Honorary Members (all classifications)

- 8.1 Any person who has rendered honourable and meritorious service to the cause of Umpiring in the LCUA shall be eligible for nomination as Honorary President, Honorary Vice-President, or Honorary Member. Nominations for Honorary Membership may be submitted to the ExCo.
- 8.2 Only the ExCo shall have the right to nominate a person as Honorary President and such proposal must have the support of all the members of the ExCo. An Honorary President shall be elected by secret ballot or a show of hands, at the discretion of the meeting of the members present and eligible to vote at any AGM.
- 8.3 An Honorary President shall be elected for life subject to his continued fit and proper standing and shall have voting powers in the event of being an active member of the CGLCUA. The CGLCUA shall not have more than one Honorary President at any given time, however the CGLCUA ExCo reserves the right to withdraw such an honour should any Honorary President fail to be deserving of such an honour at any time.
- 8.4 The number of Honorary Vice-Presidents shall be limited to three (3) and only the ExCo shall have the right to propose such persons, whose election shall require the unanimous vote of the members present and eligible to vote at any AGM. The CGLCUA President shall determine the method of voting.
- 8.5 Honorary Vice-Presidents shall have voting powers in the event of being an active member of the CGLCUA.
- 8.6 Nominations for Honorary Members other than existing Honorary Members shall be proposed in writing and shall be in the hands of the Secretary at least fourteen (14) days before the AGM. Honorary Membership shall be awarded to any member who receives 100% of the votes of the members present.

- 8.7 The President shall determine the method of voting. An Honorary Member shall be elected for life, however the CGLCUA reserves the right to withdraw such an honour should any Honorary Member fail to be deserving of such an honour, at any time.
- 8.8 An Honorary Member shall have the right to speak at any AGM or SGM but shall have voting powers only in the event of also being an active member of the CGLCUA, shall not be eligible for election to the ExCo and shall not be allowed to nominate any person for election.
- 8.9 Honorary Members shall be recipients of suitable commemorative certificates. Voluntary resignations by Honorary Members shall be submitted in writing to the Secretary, who shall inform the ExCo.
- 8.10 The decision of the ExCo shall be notified to the applicant in writing immediately after it has been made. Honorary Members shall be exempt from paying an annual subscription. Honorary Members shall not be required to play an active role in the affairs of the CGLCUA and shall then have no voting rights at any AGM or SGM.

Article 9: Membership Register

- 9.1 The ExCo shall compile and maintain a register of all members of the CGLCUA. Such a register shall always include the names of members, Life Members and Honorary Members of the CGLCUA. The register shall, inter alia, include grading and the state of each member's subscription account.
- 9.2 An updated list of all members shall be published at least once during the cricket season.
- 9.3 Such publication will be done with full compliance with the protection of personal information laws of the Republic of South Africa, and all members of the CGLCUA, now

and in the future, through their voluntary membership to the CGLCUA, consent to their personal information being published as set out in clause 9.2 above.

Article 10: Meetings

10.1 Notice of meetings – Annual General Meeting

10.1.1 The Secretary shall:

10.1.1.1 Give at least thirty (30) days' notice in writing of the date and time thereof to every member entitled to attend and vote at meetings;

10.1.1.2 Shall simultaneously furnish each member with the names of the nominees for the office bearers, if any, and Honorary Members plus a copy of the Agenda, Annual Reports, Annual Financial Statement and the Minutes of the previous AGM, and any Special General Meetings which may have been held in the interim. The accidental omission or failure to give notice to, or the non-receipt of notice, by a member, shall not invalidate the proceedings at any meeting;

10.1.1.3 To deal with correspondence, if any, provided it had been received at least fourteen (14) days prior to the meeting; and

10.1.1.4 Deal with any other general business of which proper notice has been given.

10.1.2 A quorum will be the active members present, by authorised representative or by proxy and representing fifty percent **[50%]** plus one, of the voting rights entitlement of the Association. If a quorum has not been met within 30 (thirty) minutes of the scheduled starting time of the AGM, the AGM shall stand adjourned for an additional 15 (fifteen) minutes, and the quorum at the resumption of the AGM, shall be the members present in person or by proxy at that meeting.

10.2 Special General Meetings

- 10.2.1 A Special General Meeting may be called by the President at any time he may deem it necessary, and/or by the ExCo upon receipt of a requisition signed by not less than six (6) members. Such requisition may consist of one or several documents clearly specifying the business to be discussed.
- 10.2.2 Only the specific business for which the meetings have been called, shall be discussed at such meetings.
- 10.2.3 The ExCo shall cause a requisitioned meeting to be convened for a date not later than 30 (thirty) days from the date on which the requisition is received and on 21 (twenty-one) days written notice.

10.3 The procedure at Special General Meetings shall be as follows:

- 10.3.1 To read the Notice convening the Special General Meeting;
- 10.3.2 To discuss the Special Business for which the meeting was convened;
- 10.3.3 To resolve or reject the Special Business in its original or amended form;
- 10.3.4 A quorum will be the active members present, by authorised representative or by proxy and representing fifty percent **[50%]** plus one, of the voting rights entitlement of the Association. If a quorum has not been met within 30 (thirty) minutes of the scheduled starting time of the SGM, the SGM shall stand adjourned for an additional 15 (fifteen) minutes, and the quorum at the resumption of the SGM, shall be the members present in person or by proxy at that meeting.

10.4 General Meetings

- 10.4.1 A round table meeting shall be held monthly at such time as the ExCo may decide.

- 10.4.2 The Secretary shall give at least 10 (ten) days' notice of the date and time thereof and shall simultaneously furnish each member with a copy of the Agenda and the Minutes of the previous General Meeting.

10.5 ExCo Meetings

- 10.5.1 An ExCo meeting shall be held at least 6 (six) times per annum, or as often as may be necessary to properly conduct the affairs of the CGLCUA, and at such times as the President may determine.
- 10.5.2 All motions submitted to an ExCo meeting, other than a motion to review and rescind a previous resolution of the ExCo, shall be carried out by a simple majority of ExCo members present.
- 10.5.3 The quorum necessary for the transaction of business at any meeting of the Executive shall be fifty percent **[50%]** plus one, of the total number of members of the ExCo. If a quorum has not been met within 30 (thirty) minutes of the scheduled starting time of the AGM, the AGM shall stand adjourned for an additional 15 (fifteen) minutes, and the quorum at the resumption of the AGM, shall be the members present in person or by proxy at that meeting.
- 10.5.4 In the event of a vacancy occurring, the ExCo shall have the power to co-opt another member until the next Annual General Meeting.
- 10.5.5 Minutes of all ExCo meetings to be kept.
- 10.5.6 A resolution in writing, signed by a majority of the Executive, shall be as valid and effectual as if passed at a meeting of the Executive duly convened and held, provided that every member of the Executive shall be given the opportunity to sign the resolution.
- 10.5.7 No meeting shall be invalidated by any omission to give notice thereof to any Member.

- 10.5.8 The rules of debate shall apply at all meetings. They are for the purpose of proper order and must be given effect to at all meetings of the CGLCUA but shall not be acted upon where they conflict with the general rules of the CGLCUA or its Constitution.
- 10.5.9 The President shall decide the interpretation of the rules on any questions requiring a ruling. All decisions thus given can only be reviewed at a specially convened meeting.
- 10.5.10 The power to open, close and to maintain order shall be vested in the President. No member shall have the right to question the decision of the President in this respect.
- 10.5.11 Management reports may be accepted or referred to Exco for further consideration. It shall also be competent for the CGLCUA to refer any other question to the ExCo for investigation and reporting.
- 10.5.12 Motions and amendments must be clearly stated or be in writing and be related to the subject.
- 10.5.13 No member shall speak more than once on any subject, except the mover of an original motion, who shall have the right to reply.

Article 11: Voting – Eligibility and Procedure

- 11.1 At every class of meetings of the CGLCUA, including meetings of the Executive and meetings of sub-committees appointed by it, every person present and entitled to vote, shall have one (1) vote.
- 11.2 In the event of an equality of votes, the Chairman of the meeting shall have a casting vote in all matters, including the election of officers.

- 11.3 Only members eighteen years (18) and older who were in good standing as at the end of the previous financial year and approved delegates of Affiliated Members shall be eligible to vote at any AGM, SGM or General Meeting.
- 11.4 Except where otherwise provided herein, voting shall be by either secret ballot or a show of hands, at the discretion of the meeting. The number of votes cast for or against a motion shall be recorded in the minutes, if not unanimous.
- 11.5 All voting for election of Life Members and Honorary Members shall be by either secret ballot or a show of hands, at the discretion of the meeting.
- 11.6 In the event of a close vote on any motion or matter, it shall be competent for a division to be called for and carried out at the discretion of the Chairman.
- 11.7 If there is an equality of votes in the first ballot there shall be a second ballot among those equal; this process shall be continued until a result is obtained.
- 11.8 All matters on which a vote is called for shall be resolved on a simple numerical majority, except where otherwise provided herein.

Article 12: Binding force of the Constitution

- 12.1 No member shall be absolved from the effects of this Constitution on the plea of not having received a copy of these documents.
- 12.2 Membership shall not give to any member of the CGLCUA the right or title to any monies or assets of the CGLCUA, but only confers on members such rights and privileges as are herein contained and contemplated or that may be promulgated from time to time.
- 12.3 Any matter not provided for in this Constitution shall be interpreted by the CGLCUA in accordance with the Constitution of CGLCB.

12.4 Should any article set out herein be inconsistent with the terms of the Constitution of the CGLCB, the terms of the Constitution of CGLCB shall be applicable.

12.5 All articles prior to those contained herein, are hereby repealed and annulled and those set out above or elsewhere in this publication shall operate as from the date of adoption hereof.

Article 13: Subscriptions and Membership Fees

13.1 The annual subscription payable by a Member shall be determined at the AGM.

13.2 Subscriptions shall be payable in such manner and at such time as laid down in the rules of the CGLCUA.

13.3 Subscriptions shall fall due on the 1st of August each year.

13.4 Payment shall be made to the Treasurer or his nominated delegate.

13.5 Any Member whose subscription is three (3) months overdue shall cease to be a Member in good standing.

13.6 Any privileges granted by the CGLCUA to Members shall be withheld until their subscription has been paid in full.

13.7 In the event of additional expenses being incurred, claimants may submit an “expense” sheet to the Treasurer, who shall deal with any claims on their behalf.

13.8 No member shall be allowed representation at any General Meeting, SGM or AGM of the CGLCUA unless he has paid his current and arrear subscriptions.

13.9 Life and Honorary Members shall be exempt from paying an annual subscription.

Article 14: Examinations

- 14.1 Pursuant to Article 15 all the Oral and/or Written Examinations shall be conducted by the Training Co-ordinator or his duly appointed training member of the CGLCUA at venues and dates determined by the Training Co-ordinator, from time to time, in accordance with existing procedures and development programmes.
- 14.2 Examinees, which have successfully passed examinations of the CGLCUA / CSA shall be presented with the official certificate of competence, correctly filled in and signed by the President of the Association and countersigned by the Training Co-ordinator of the CGLCUA.
- 14.3 Any new member holding a Certificate issued by another Cricket Authority, shall, at the discretion of the ExCo, be issued with the CSA Level 1 to Level 3 Certificate.

Article 15: Disciplinary Matters

- 15.1 All disciplinary action shall be in terms of the CGLCUA's Code of Conduct and Behavioural Policy.
- 15.2 Any member of the CGLCUA shall be subject to disciplinary action if the Disciplinary Committee is of the opinion that the member is guilty of any unbecoming or detrimental conduct, which could bring them, the CGLCUA / CGLCB or the game of cricket into disrepute.
- 15.3 The members of the disciplinary committee shall be appointed by the Executive from time to time, and the Executive shall have the right to co-opt non-members of the Association for specific hearings. The disciplinary committee shall comprise a minimum of three (3) persons.
- 15.4 A member who is the subject of a disciplinary enquiry shall have the right to a hearing with the Disciplinary Committee concerning the allegation and the evidence being considered in support of the allegation.

- 15.5 Disciplinary action taken by the disciplinary committee against a member of the CGLCUA under the provisions of this Article may include reprimand, suspension of privileges for any length of time the disciplinary committee may deem fit, or expulsion from the CGLCUA.
- 15.6 The Executive shall inform the member of its decision, by mail, not more than seven (7) days after the disciplinary hearing.
- 15.7 Where a member is expelled by disciplinary action, the Executive shall report the fact of the expulsion to the next monthly meeting after the member is expelled.
- 15.8 A member of the CGLCUA against whom disciplinary action has been taken who wishes to appeal shall give notice in writing of his intention to appeal to the Umpires Administrator within forty-eight (48) hours from the date on which the decision of the disciplinary committee was communicated to him.
- 15.9 Should a notice of intention to appeal not be lodged and not be lodged with valid cause within the prescribed period, the right to appeal shall lapse.
- 15.10 Where an appeal has been lodged, the ExCo shall refer the appeal to the Appeal Committee consisting of those members of the ExCo, who were not part of the Disciplinary Committee.
- 15.11 The Appeal Committee will follow the process as set out in the Disciplinary Code and Procedure of the CGLCUA. All decisions, penalties, rulings, determinations, or findings of an Appeal Committee shall be final and binding on the member concerned.

Article 16: Awarding of the CGLCUA badge

16.1 The CGLCUA Badge

16.1.1 The CGLCUA Badge is awarded when a member has been associated with the CGLCUA for a period of two years and 20 matches stood.

16.1.2 The member must be in good standing with the CGLCUA.

16.2 The CGLCUA Tie

Every member, upon joining the Association, shall be entitled to purchase and wear the official dress tie.

These Articles / Annexures to the Constitution were adopted and approved at a SGM (Special General Meeting) of the CGLCUA held on the 12th day of October 2021 and shall be effective henceforth.

Signed atWanderers Stadium.....on 12th day of October 2021



L.M. Engelbrecht

PRESIDENT – CENTRAL GAUTENG LIONS CRICKET UMPIRES ASSOCIATION

Signed atWanderers Stadium.....on 12th day of October 2021



P.I. Coetzee

VICE PRESIDENT – CENTRAL GAUTENG LIONS CRICKET UMPIRES ASSOCIATION