



## **Linhill Celtic Football Club**

**Established 1973, Affiliated to SLFA**

**[www.linhill.co.za](http://www.linhill.co.za), [info@linhill.co.za](mailto:info@linhill.co.za)**

**Cnr South Rand / East Roads**

**Linmeyer / The Hill**

**Johannesburg**

**Dated - 2015**

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**THE CLUB**

- a) Name: The name of the Club shall be “LINHILL CELTIC FOOTBALL CLUB”, hereinafter referred to as the Club.
- b) Colors: The Colors of the Club shall be – emerald green and white shirt, emerald green shorts, emerald green and white stockings. Only badges and blazers of approved design will be recognized by the Club.
- c) Home Ground: The premises from which the "Club" shall operate and conduct its business shall be:

Portion 65 of Stand 106/1 IR of the farm Klipriviersberg, known as Moffat Park  
Corner of South Rand Road and East Road  
Linmeyer / The Hill  
Johannesburg  
South Africa

**LEGAL POSITION OF THE CLUB**

**Formation is not for Gain.** The Club is not formed for the purpose of carrying on any business or enterprise that has, for its objective, the acquisition of gain by Members of the Club

**Club Liable Only for its Own Debts.** The Club is liable only for its own debts, and any assistance granted to any person or body, whether corporate or incorporate, shall not render it liable for the debts for such person or body.

**Legal Proceeding.** The Club may sue and be sued in the name of its Chairman in any Court of Law in the Republic of South Africa. All processes of law, notices and the like, shall be regarded as sufficiently served on the Club if served on the Chairman. The Chairman shall not be personally liable for any loss suffered.

**Powers of Attorney.** All powers of attorney, contracts, and other documents executed or to be executed on behalf of the Club, shall be signed by two Members of the Executive Committee duly authorized thereto, by a resolution of the Executive Committee.

**Indemnity.** The Executive Committee, the Secretary, and other officials of the Club, are hereby indemnified out of and from the funds and property of the Club, from and against all losses, charges, costs, damages and all and every other expense and liability they may incur and be put to, concerning or about the execution of their respective duties as officers of the Club. Further, none of them shall be held answerable for any act deficiency of insufficiency of any title or security, nor shall they be liable for any loss occasioned by any Bank or other person with whom monies or securities may be deposited or entrusted, nor for any involuntary loss, misfortune or damage which may happen or take place in the execution of their respective offices, or as a result thereof, provided that any such loss, misfortune, or damage be not occasioned by the “mala fide” act of such officer, or through his / her willful default.

**OBJECTIVES**

- a) To foster the game of Association Football, and to maintain and promote the interests of the game and the Club generally.
- b) To establish a Club House, and for this / her purpose or any other purpose, to purchase, lease, hire, or otherwise acquire movable and immovable property. The acquisition of the Members entitled to vote, present at the Annual or Special General Meeting of the Club.
- c) To let on lease, acquire, exchange, or howsoever acquire property, and to erect, maintain, improve or alter any buildings or erection for the purposes of the Club, and to lay out sports grounds, pavilions, refreshment rooms and other conveniences or structures in connection therewith.
- d) To collect, canvass for and accept subscriptions, donations, bequests, endowments and benefits of any nature for the Club, and to borrow or raise money in such manner as the Executive Committee shall think fit, from any person or body and from any source whatsoever, and to give and grant to the subscribers, donors and other persons, all such rights, benefits and privileges as the Executive Committee may deem fit.
- e) To accept any gift, endowment, bequest, or grant made or to be made to or for the Club, and to carry out any trust allotted to any such gift, endowment, bequest, or grant.
- f) To invest the funds and assets of the Club in securities nominated by the Executive Committee.
- g) To charge any person or persons for admission to all or any of the grounds or buildings or property or functions of the Club.
- h) To register the name and, if necessary, the Constitution and Rules of the Club under any law.
- i) To establish reciprocity between the Club and such other clubs as may be considered suitable and desirable.
- j) To perform all or any of the objectives contained in this / her section either as principles, agents, contractors, trustees or otherwise, and to do all such things as are incidental or conducive to the attainment of such objectives.

**AFFILIATIONS**

The Club shall be affiliated to the Southern Local Football Association (SLFA) and other associated bodies, and shall be governed by the Constitution and Rules of that Association, and insofar as they are adopted and applied by the Football Association of South Africa (SAFA), the Laws of the game as laid down and from time to time amended by the Football Association.

**MEMBERSHIP**

- a) Membership shall be opened to the general public without restriction.
- b) Membership of the Club shall be divided into the following classes or categories: -
  - i. Ordinary Member
  - ii. Associate Member
  - iii. Junior Playing Member
  - iv. Senior Playing Member

- c) The various classes of membership are defined as follows: -

- i. Ordinary Member

- A male or female person whose application for membership has been accepted and approved fully by the Executive Committee in accordance with the provisions of this / her Constitution, and has paid all the fees that are due. Each team manager and each coach shall be an Ordinary Member “ex-officio: and shall not be liable for annual subscription fees.

- ii. Associate Member

- Any person who is the husband, wife or parent, as the case may be, of any Ordinary or Junior Playing Member respectively, shall be an Associate Member. An Associate Member shall not have voting rights.

- iii. Junior Playing Member

- Any Member who, on January 1<sup>st</sup>, is 19 years of age or under, shall be classified as a Junior Playing Member, and shall not have voting rights.

- iv. Senior Playing Member

- Any Member who, on January 1<sup>st</sup>, is 20 years of age or older, and has not become an Ordinary Member, shall be classified as a Senior Playing Member, and shall not have voting rights.

**MEMBERSHIP**  
**(Continued)**

d) Life President

Should a Life President be appointed by the Club Membership, he/she shall enjoy all the privileges of an Ordinary Member, including voting rights. He/she shall not be required to pay the annual subscription fees.

The Life President shall have no executive role, but is an “ex-officio” member of all club committees and other interest groups.



**ELECTION OF MEMBERS**

- a) Any candidate for election as a member, other than a Junior or Senior Playing Member, shall fill in an application form specifying such particulars as the Executive Committee may from time to time prescribe. The application form must be accompanied by the written proposal of a Member of the Club, duly seconded by another member.
- b) The aforesaid application form, which shall reflect the name of the proposer and the seconder of the prospective member, shall be posted on the Club notice board for at least fourteen (14) days prior to the date on which the application is put before the Executive Committee.
- c) Applications for membership shall be considered by the Executive Committee at the next meeting held after the expiration of the fourteen (14) days mentioned in (b) above.
- d) The election of members shall be conducted at a meeting of the Executive Committee, and no candidates shall be elected unless he receives the vote of not less than two-thirds of the members of the Executive Committee present and voting.
- e) No rejected candidate shall be proposed again until the expiration of twelve (12) months from the date of his / her last rejection.
- f) If at any time after the election of a candidate, it shall appear that he has been elected under a misrepresentation as to identity or owing to any other material misrepresentation, the Executive Committee shall, within one (1) month of such misrepresentation being ascertained, have power to cancel the election. The member whose election is thus cancelled shall thereupon cease to be a member and shall have no claim whatsoever against the Club for damages, return of entry fee or subscription or on any other grounds whatsoever, but the Executive Committee shall be entitled to make such ex gratia refund of entrance fee or subscription as it may consider proper.
- g) The Executive Committee shall have the right to declare the membership closed from time to time when, in the opinion of the Committee, the premises or amenities of the Club are unduly congested, or for any other reason. Notwithstanding such closure, the Executive Committee shall have the power to admit to membership any person who, in the opinion of the Executive, merits such preferential treatment.

**ELECTION OF MEMBERS**

**(Continued)**

- h) A newly elected member shall pay his / her entrance fee and annual subscription within one (1) month after receiving notice of his / her election, and filing this / her, his / her election shall “ipso facto” become null and void.
  
- i) The payment by or on behalf of a member, of his / her subscription shall be acknowledged on the part of such member that he is bound by the rules and regulations of the Club, and by all bye-laws that have been or may hereafter be made or authorized by the Executive Committee in all cases. No person shall be absolved from the effects of the rules, regulations and bye-laws made by the Executive Committee on the plea of not having received a copy thereof.

**MEMBERSHIP RIGHTS**

- a) The Executive Committee may authorize extending the privileges of membership to persons visiting the Club whilst engaged in any match or competition, or to the accredited members or other Clubs with which the Club has accredited members or other Clubs with which the Club has reciprocal agreements.
- b) Membership of the Club does not and shall not give any member any right, title, interest, claim or demand in or to any of the monies, property or assets of the Club, but only confers upon such members the rights and privileges of entering in and upon the grounds and premises of the Club, and of using the same in accordance with the use to which they are intended, and subject to such restrictions and charges as the Executive Committee may from time to time impose and subject to the rules, regulations and bye-laws of the Club from time to time in force, particularly in regard to dress and behavior.
- c) No person being a member or the guest of a member, under the age of 18 years, shall be permitted to enter any bar or other restrictive portions of the Club premises.
- d) The liability of any member of the Club is limited to the payment of any amount owing as subscription or other charges that are due or levied in terms of any rules or regulations made by the Executive Committee.
- e) Only members of the Club, including bona fide reciprocity members, shall be permitted to pay for refreshments supplied at the Club premises.
- f) No profit from the sale of liquor in accordance with any Liquor License held by the Club, or any entertainment organized by the Club, shall accrue to any individual.

**RETIREMENT OF MEMBERS**

- a) Any member wishing to resign his / her membership of the Club, shall give notice of his / her intention in writing to the Secretary before the last day of the Clubs financial year. Failing this / her, such member shall be liable to pay the subscription for the next year, provided that the Executive Committee may, at its discretion, release any member from such obligation.
  
- b) Any member wishing to leave the Club shall be liable for any monies which may be due to the Club, and for any equipment in his / her possession which is the property of the Club. A clearance certificate will not be issued to any member until he has discharged all his / her liabilities to the Club.

**FINANCE**

- (a) Any money obtained by the club shall be used only for the club.
- (b) As far as practically possible all transactions shall be conducted through the bank account.
- (c) All cash transactions shall be reconciled and deposited into the bank account.
- (c) Any bank accounts opened for the club shall be in the name of the club.
- (d) Any cheque issued shall be signed by at least two of any three nominated signatures.
- (e) The Management Committee will ensure that the club stays within the budget.

**FINANCIAL YEAR**

The financial year of the Club shall commence on the 1<sup>st</sup> January and end on the 31<sup>st</sup> December of that year.

**MEMBERSHIP FEES**

- a) The entrance fee and annual subscription fee to be paid by the members of the various categories of membership of the Club, shall be fixed at the Annual General Meeting each year. The fees payable by the Junior and Senior Playing Members shall be fixed by the Executive Committee before the start of the Soccer season.
- b) An Associate Member shall not be liable to pay the annual subscription, but upon such person becoming an Ordinary Member pursuant to participating in any of the Club's activities, he shall become liable for the payment of the annual subscription, in addition to such annual subscription being paid by the member through whom such person was an Associate Member.
- c) Before receiving the rights and benefits of membership, newly elected members shall pay the requisite entrance fee, where applicable and subscription fee.
- d) Notwithstanding that the financial year of the Club is from January 1<sup>st</sup> of each year, membership shall be deemed to cover the period from January 1<sup>st</sup> to December 31<sup>st</sup> of that year.
- e) Subscription fees shall become due and payable before the 1<sup>st</sup> day of April each year.
- f) During the month of February of each year, there shall be posted to members an account in respect of their subscriptions, such account to bear an endorsement to the effect that the amount is due and payable by the 1<sup>st</sup> day of April.
- g) In April of each year, there shall be posted to each member who has not paid his / her annual subscription, an intimation that such person's membership shall be suspended "ispo facto" if the subscription is not paid by 1<sup>st</sup> June of that year; and further, that if he persists in remaining in default after the 1<sup>st</sup> June, he may be expelled from the Club.
- h) Before June 30<sup>th</sup> of each year, the Executive Committee shall consider the list of defaulters, and may take such further action as it deems appropriate according to the merits of each case.

**EXPULSION AND SUSPENSION OF MEMBERS**

- a) Any Member whose annual subscription is unpaid one (1) month after it became due, that is 1<sup>st</sup> April of each year, shall be suspended from membership.
- b) If the Executive Committee shall be of the opinion that the conduct of a Member is not in the best interest of the Club, the Secretary shall communicate with such Member that he may have the opportunity of making an explanation or resigning from the Club. Failing a satisfactory explanation, the Member may be cautioned, suspended, required to resign or expelled, but the Executive Committee shall not be required to give any reason for such action as it may take.
- c) Any Member so expelled shall forfeit all right in, and claim upon, the Club and its property.
- d) The Chairman of the Club, or any other person duly authorized by the Executive Committee, shall have the right to suspend any Member, pending further investigation by the Executive Committee of any misconduct which in the opinion of such person justifies such action. Such investigation shall take place not more than one (1) month after the date of suspension.
- e) The quorum of the meeting of the Executive Committee called for the purpose of considering the suspension or expulsion of a Member, shall be four, of which one shall be the Chairman or the Secretary. A Member shall not be suspended or expelled except by the vote of the majority of those present at the meeting.
- f) A Member who has been expelled or is under suspension shall not, without the express permission of the Executive Committee, thereafter enter upon the Club premises, and no Member may introduce such person as a guest.
- g) A Member so suspended, shall not be relieved from liability to pay his / her subscription in respect of the period of his / her suspension.



**THE EXECUTIVE COMMITTEE**

- a) The affairs of the Club shall be controlled and administered by an elected Executive Committee, which will consist of five Ordinary Members, which will be elected at the AGM, Chairman, Vice Chairman, Vice Chairlady, Treasurer and Secretary.
- b) At the first election of the members of the Executive Committee after the coming into force of this / her Constitution, the five members shall be elected for a period of four years.
- c) Thereafter, the Annual General Meeting shall fill vacancies caused by the retirement of Executive Committee members who have served their period of office.
- d) After the first election of Executive Committee members for varying periods, all members shall be elected for four years.
- e) Office Bearers shall be eligible for re-election to any office.
- f) The Executive Committee shall have powers to fill any vacancy occurring in its membership, for the unexpired period of its year of office.

**POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

- a) All the business and affairs of the Club shall be managed and controlled by the Executive Committee.
- b) The Executive Committee shall have full power and authority to carry out all the objectives of the Club, except where such powers are expressly reserved for a General or Special General Meeting.
- c) Without prejudice to their general authority, the Executive Committee shall have powers to decide what amounts of the funds shall be invested, and what amount should be retained for administration and other expenses; to invest funds and assets of the Club in first class securities, with decisions regarding investments having the consent of at least two-thirds of the Executive Committee; to deposit any funds with a Bank or Building Society in the name of the Club or any other name suitable for such Bank or Building Society; to grant any honorarium to the Treasurer or Secretary or any other Member of the Club; to employ any person in the interests of the Club and to remunerate him accordingly; to impose conditions and restrictions regarding the persons entitled to use the Club badges; to make, vary and repeal bye-laws for carrying out the provisions contained in this / her Constitution, for the management of the affairs, and the use of the premises of the Club by its members, and generally for all matters connected with the Club, provided that such bye-laws do not conflict with this / her Constitution; to appoint sub-committees and to delegate to them all or nay of the authorities by the present conferred on the Executive Committee, and also the power to co-opt, and any such sub-committee shall have powers as may be conferred on it at the time of its appointment, and shall in all respects be subject to such rules and regulations or bye-laws or instructions as may, from time to time, be framed or given by the Executive Committee; to grant consent to persons not members of the Club to use the Club's property and to enter the grounds or the buildings used or owned by the Club upon such terms as it may think fit, or at its discretion, to refuse consent; to keep proper books of account and records of income and expenditure; to keep a register of Members; to meet at least once every calendar month during the playing season, and at least once in every two calendar months during the non-playing season, and at a time and place notified to its members by the Secretary, and to keep minutes of all Executive Committee Meetings, which minutes shall be brought up for confirmation at the next following Executive Committee Meeting; to appoint a Club Manager.

**POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

**(Continued)**

- d) All cheques or notices of withdrawal shall be signed by the Treasurer and one other Committee Member so authorized by the Executive.
- e) The Executive Committee shall ensure that funds raised for a specific purpose are applied to that purpose, except with a unanimous decision of the full Executive Committee.
- f) The Executive Committee may grant leave of absence from meetings to any of its members for a period not exceeding six months. Any member of the Executive Committee absenting himself from three consecutive meetings without leave of absence shall, “ipso facto”, cease to be a member of the Executive Committee, and the seat shall be filled as provided for in (h) above.
- g) Every Ordinary member of the Executive Committee present at a meeting of the Committee shall be entitled to vote, and four members shall form a quorum. The Chairman, Vice Chairman, failing whom any other member elected by the meeting shall preside, and shall have a casting vote in addition to his / her ordinary vote.

**GENERAL MEETINGS**

- a) Annual General Meeting: An AGM of Members shall be held during the month of October each year. The business to be conducted at the AGM shall be:- To confirm minutes of the previous AGM and of any subsequent Special General Meetings, and to deal with any matters arising there from; to receive and consider a report from the Executive Committee concerning the affairs of the Club and the audited statements of account the preceding year; to appoint an auditor; to elect the Office Bearers of the Club as provided in this / her Constitution; to deal with any other business submitted to the Meeting.
  
- b) Special General Meeting: A SGM may be called by the Executive Committee at any time if deemed necessary or expedient, or upon the written request signed by fifteen (15) members of the Club, stating the reasons for the SGM, and the business to be discussed thereat, and particulars of any resolution or resolutions to be proposed at such meeting.
  
- c) Member Resolutions at General Meeting: Notice of any resolution to be proposed by a Member at any General Meeting must be signed by at least two Members, and in respect of any resolution to be proposed at the Annual General Meeting, it shall be lodged with the Secretary before the 1<sup>st</sup> day of November, and shall be posted on the Club notice board by the Secretary, and such resolution shall be incorporated in the notice convening the Meeting.
  
- d) Notices:
  - i. Notice of the date and time of a General Meeting and a description of any special business to be submitted to the meeting shall be posted on the Club notice board at least 14 days prior to such meeting.
  
  - ii. Non-awareness of such a notice by a member shall not invalidate any decision taken at such meeting.
  
- e) Quorum: At a General Meeting, one fifth of the members of the Club entitled to vote, shall form a Quorum. If a Quorum be not present within 30 minutes of the time fixed for the meeting, the meeting shall stand adjourned to the same day in the next week. Notice of such meeting to be posted on the Club notice board. At such a meeting those present shall be deemed a Quorum for the transaction of the business of the meeting.

**GENERAL MEETINGS**

**(Continued)**

- f) Chairman: The Chairman of the Club shall be Chairman of the meeting, but in the event that he is not available or is not present within 15 minutes from the time appointed for the meeting, the members present shall elect their own Chairman for the meeting.
  
- g) Voting: Every Ordinary member of the Club shall be entitled to one vote; the Chairman also has a casting vote; a majority of the votes of members present shall decide any question save otherwise provided herein.
  
- h) Adjournment of Meetings: The Chairman of any Annual or Special General Meeting of the Club may, with the consent of the Meeting adjourn such Meeting from place to place, and from time to time, as may be necessary; but no business shall be transacted at any Adjournment Meeting, other than the business uncompleted at the conclusion of the original meeting.

**LIQUIDATION**

- a) Except so far as a Special General Meeting shall determine, the Executive Committee shall be the Liquidators of the Club whenever it shall be liquidated, would up or re-constructed.
  
- b) If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any assets whatsoever, the same shall not be paid to or distributed amongst the Members of the Club, but shall be given or transferred to some other institution having objectives similar to those of the Club.

**THE CONSTITUTION**

- a) On request, an ordinary Member shall be supplied with a copy of the Club's Constitution.
- b) The Executive Committee of the Club shall be the sole authority for the interpretation of this / her Constitution and any bye-law and regulations made, and the decision of the Executive Committee upon any question of interpretation shall be final and binding on the Members, provided that any Member who feels aggrieved at the decision of the Executive Committee shall have the right to appear before the said Committee and to advance his / her arguments. Should any question arise which is not provided for in this / her Constitution, the Executive Committee shall have the power to determine the same.
- c) This / her Constitution shall not in any way be rescinded, altered or added to except by resolution passed by a three-fourths majority of the playing Committee, and a three-fourths majority of the Members present and voting at any Annual or Special General Meeting, of which at least thirty days' notice shall have been given. The notice shall state the intention to deal with, and specify the nature of, the decision, alteration or amendment proposed. The voting shall be by ballot, if demanded, in which event scrutinizers shall be appointed by the meeting, who themselves, will not have voting rights for the occasion.
- d) A copy of this / her Constitution, purporting to be certified as such by the Chairman or Secretary, may be accepted as evidence for any purpose whatsoever.
- e) A copy of the Club's Constitution shall be available at all times.

**SELECTION OF TEAMS**

- a) The Senior Teams Selection Committee of the Club shall consist of the Senior Team Managers and Senior Team Captains. Three persons will constitute a quorum of the Committee.
- b) Junior Teams will be selected by the respective team managers and team coaches.
- c) The selection body shall at no time allow its decision to be influenced by personal prejudices.
- d) No Member shall be eligible for selection until such time as he has been registered as a player with the Southern Local Football Association, and he has paid his / her fees.