

# Constitution of the De La Salle Holy Cross College Alumni Association

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## 1. Name

- 1.1. The name of the Association is and shall be the De La Salle Holy Cross College Alumni Association (hereinafter “the Association”)
- 1.2. For the purposes of this Association, the name of De La Salle Holy Cross College shall apply to the present and the previous schools in all their former names, namely De La Salle College, Victory Park, Holy Cross Convent, and De La Salle Holy Cross College (hereinafter “the College”).

## 2. Legal status

- 2.1. The Association is and shall continue to be a distinct and separate legal entity with the power to acquire, to hold and to alienate property of every description whatsoever and with the capacity to acquire rights and obligations and having perpetual succession.
- 2.2. The Association is and shall be a juristic person and can act and be acted against in its own name.
- 2.3. The property and funds of the Association vest in the Association as a juristic person and no member of the Association shall be liable for the debts of the Association.
- 2.4. It is recorded that the Association is established to continue with and build upon the previous endeavors of the De La Salle Holy Cross College Past Pupils Association and recognizing the contributions of all those involved with the Association in the past.

## 3. The aim and objectives of the Association

- 3.1. The main aim of the Association is to promote the interests, prosperity, good name and ethos of the College whether by financial or other means.
- 3.2. In furthering this aim the objectives of the Association shall be the following:
  - 3.2.1. improve and maintain relationships between the present school and past teachers, pupils and support staff, provided that such teachers, pupils and support staff shall not have been permanently dismissed or excluded from the school for any reason whatsoever;
  - 3.2.2. raising of funds for the needs of the Association and the College;

- 3.2.3. the promotion and encouragement of friendly interaction and networking between alumni with a view to building and fostering a strong community;
- 3.2.4. the organisation of social, recreational, sporting, commercial and/or cultural functions and events for the benefit of alumni and the College;
- 3.2.5. providing a forum for alumni input regarding the College;
- 3.2.6. to create and administer sub-committees and/or trust or to form associations with other entities in furtherance of the interests and objective of the Association;
- 3.2.7. to grow and strengthen its membership and to maintain an active involvement with the physical presence at the College and to do all things incidental to the furtherance of the objectives set out herein.

3.3. The achieving of objectives at any time is subject to the resources and discretion of the Association.

#### 4. **Subsidiary objects and powers of the Association**

In pursuance of the main objects and powers of the Association and subsidiary thereto, the further objects and powers of the Association are and shall be:

- 4.1. to enter into such arrangements with appropriate authorities as the Association may deem conducive to its objects and to obtain from such authorities any licenses, rights, privileges and concessions which the Association may deem advisable to obtain;
- 4.2. to accumulate capital for any purpose of the Association, either by capitalising unexpended income or otherwise, and to appropriate any of the Association's assets for specific purposes, either conditional or unconditional;
- 4.3. to subscribe, administer and invest the funds of the Association in:
  - 4.3.1. any recognised banking, trust and other financial institution;
  - 4.3.2. the purchase of land, buildings, debentures, securities and all kinds and descriptions of movable and immovable property, and in savings accounts and fixed deposits, and in pension and growth funds, and in shares in government and municipal stock, with specific power to sell, lease, mortgage, dispose of, give in exchange, work, develop, build, improve, turn to account and deal with all or any part of the property and rights of the Association, on any terms which may from time to time be deemed fit by the Association;
- 4.4. to invest and deal with any monies of the Association not immediately required for carrying on the business of the Association, upon such securities and in such

manner as may from time to time be determined by the Association, and to realise, vary, reinvest or otherwise deal with such securities;

- 4.5. to borrow, raise and secure the payment of money in such manner as the Association may deem fit, and to pledge, mortgage or otherwise secure, for the repayment of such monies, all or any of the property and assets of the Association;
- 4.6. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments, and to open and operate banking and other accounts in the name of the Association;
- 4.7. to effect assurances of all descriptions, including assurances against accidents of any description, against liability to pay compensation for injuries happening to or sustained by any employee, official, administrator and player of or connected with the Association, against liability to pay damages to any person in consequence of such accident, and to pay the premiums and other monies required to keep such policies of assurance of full force and effect;
- 4.8. to make payment towards medical aid of any employee and ex-employee and to grant pensions, allowances and *ex gratia* payments;
- 4.9. to make donations to any person or body in pursuance of its objects;
- 4.10. to do all such other things as are incidental or conducive to the attainment of the above objects, whether main or subsidiary.

## 5. **Limitations**

The income and property of the Association shall be applied solely towards the promotion of its objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the Association: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or employee of the Association or to any member thereof in return for any service actually rendered to the Association.

## 6. **Membership**

Membership shall consist of the following:

- 6.1. Full membership;
- 6.2. Associated membership;
- 6.3. Honorary membership.

## 7. **Qualification for membership**

- 7.1. Full Membership shall be open to all past pupils, all past and present teachers and all past and present support staff, save that no person who was previously

permanently excluded or dismissed from the school shall be admitted as a member of the Association. Associate Membership shall be open to all interested parties (such as spouses, parents and family members) on written and motivated application to the Association, subject to the approval of the Executive Committee of the Association.

- 7.2. Honorary Membership shall be open to any person who is proposed and seconded by current members of the Association, and who is accepted by the majority of members present at an Annual or Special General Meeting. Honorary Members will not be liable for any entrance fees or subscriptions.

## **8. Application for Full and Associate Membership**

- 8.1. Any person applying for Full or Associate Membership shall be required to make written application to the Executive Committee.
- 8.2. Existing members shall have the right to object, if they so wish, to any applicant for membership or the acceptance of such application and to submit their objections together with the reasons for such objections in writing to the Executive Committee.
- 8.3. The Executive Committee shall be obliged to take into account the objections received from members to the acceptance of Full or Associate members and a response thereto from the Applicant or Member, but the final decision in respect of all applications shall remain within the sole discretion of the Executive Committee.
- 8.4. Upon confirmation from the Executive Committee and the receipt of the required entrance fee or subscription, membership will commence.
- 8.5. No member is entitled to sell or otherwise transfer their membership, membership rights or any entitlement in terms of such membership. Any such sale or transfer or purported sale or transfer shall be void and unenforceable.

## **9. Entrance fees and subscriptions**

- 9.1. The entrance fees (if any) for Full and Associate membership shall be such sum as the Executive Committee shall from time to time determine.
- 9.2. The Executive Committee may determine that the entrance fee will be a single Lifetime Subscription payable by the alumnus while they are completing grade 12 at the College. At present only matriculants from 2019 onwards will be liable for a Lifetime Subscription fee.
- 9.3. The Executive Committee shall be entitled to review this mechanism and amend or replace it, as appropriate, from time to time.
- 9.4. Upon acceptance of an alumnus' application to be admitted as a Member, payment of the determined Subscription shall entitle the alumnus to be a Member of the Association.

- 9.5. Subject to 9.7 below the Executive Committee shall decide on the amount of any Subscription (and any change thereto) from time to time and whether an entrance or subscription fee is payable by any alumnus wishing to join the Association who left the College before adoption of the Subscription Price.
- 9.6. The Association shall not under any circumstances whatsoever be obliged to refund to any Member any portion of the Subscription paid by him or her to the Association.
- 9.7. The entrance fees or Subscriptions (if any) payable by Full and Associate members shall be such sum shall be determined by the Executive Committee and ratified at the subsequent Annual General Meeting or at a Special General Meeting called for that purpose. Any increase in fees or subscriptions shall be effective on the date stipulated by the Executive Committee after the date of determination.
- 9.8. All entrance fees or Lifetime Subscription is payable by Full and Associate members shall be due and payable together with the application for membership and refundable if membership is refused. Annual subscriptions shall be due and payable annually in advance by 1 March of each year.

## 10. **Rights and privileges of members**

- 10.1. A member who has discharged all his duties in terms of this Constitution shall be:
- 10.1.1. entitled to speak and vote at a General Meeting of the Association;
  - 10.1.2. entitled to all the rights and privileges derived from his membership of the Association.
- 10.2. Membership of the Association does not and shall not give to any member of any class any right, title, interest, claim, demand in or to any of the monies, properties or assets of the Association.
- 10.3. Any member who has been accepted as a member of the Association shall be bound by the Constitution, regulations and rules of the Association.

## 11. **Termination or suspension of membership**

- 11.1. A member may resign from the Association on written notice given at any time. He shall not be entitled to a refund of any fees or amounts paid in respect of any period after the date of resignation.
- 11.2. If any member should fail to pay any amount owing to the Association, whether for subscriptions, levies, entrance fees, goods or services supplied by the Association, or otherwise, howsoever arising, then his membership of the Association may be terminated by the Executive Committee on written notice to his last known address. The Executive Committee may in its discretion reinstate such person on the payment of all arrear amounts and upon such terms as the Executive

Committee may decide.

- 11.3. No member who has not paid his subscription within three months after it became due is allowed to remain a member while his or her subscription is unpaid.
- 11.4. The Executive Committee shall have the power to take such steps as it may deem fit against any member failing to comply with or contravening this Constitution, any rules of the Association, any resolutions adopted and rulings made by the Association or its Executive Committee, any contract entered into by the Association, any competition established by the Association, and in general to take such steps against any member, whose actions or lack of action in its sole opinion are/is detrimental to the best interests of the Association and the current school.
  - 11.4.1. Notwithstanding anything to the contrary contained in this Constitution the Executive Committee may delegate its powers in terms of this paragraph to a committee, or tribunal, or an *ad hoc* committee established from time to time for a specific purpose and for a specific period of time, and may for this purpose issue regulations regarding any matter which shall or may be prescribed in terms of this paragraph, including procedure to be observed in the conduct of hearings, the right of appeal, and in general, with regard to any other matter which it deems necessary or expedient to prescribe in order to achieve or promote the objects of this paragraph.
  - 11.4.2. The term “such steps” shall specifically include (but not to the exclusion of any other measure) expulsion, suspension or the imposition of a monetary fine, the amount/s whereof shall be determined by the Executive Committee from time to time.

## 12. The Executive Committee

- 12.1. Management of the Association shall vest in an Executive Committee made up of members of the Association who are elected at an Annual General Meeting or a Special General Meeting called for that purpose, and shall consist of between 5 to 13 people, being:
  - 12.1.1. the Chairperson;
  - 12.1.2. the Secretary;
  - 12.1.3. the Treasurer;
  - 12.1.4. other committee members;
  - 12.1.5. one nominated member of the current school staff (in order to maintain close contact with the current school), if that person or the school wish to hold such position
- 12.2. Save as set out herein, the portfolios and functions of committee members shall be determined by the Executive Committee from time to time.

### 12.3. Powers of the Executive Committee:

The management and control of the affairs of the Association shall vest in the Executive Committee which shall have full power and authority to do any act, matter or thing which could or might be done by the Association, excepting where such matters are in this Constitution specifically reserved to be dealt with by a General Meeting of members. The Executive Committee shall have the powers and authority required to achieve the objects of the Association. The Association may in general meeting repeal, approve or amend any decision of the Executive Committee but no such decision of the Association shall invalidate any action taken by the Executive Committee in accordance with this Constitution. Without in any way limiting such powers and authority the Executive Committee shall have the following further special powers:

- 12.3.1. to admit Members, in accordance with the provisions of this Constitution;
- 12.3.2. to hold and convene meetings of the Committee at regular intervals in order to *inter alia* discuss, canvas and agree on issues relevant to the affairs of the Association;
- 12.3.3. to appoint representatives to other bodies and committees as are convened within the College from time to time;
- 12.3.4. to facilitate effective and meaningful communication between its Members and the College.
- 12.3.5. to make any rules or to take any resolutions or decisions that are necessary or expedient in order to achieve the object of the Association in terms of this Constitution;
- 12.3.6. to form or appoint sub-committees for special or general purposes and to delegate powers to such sub-committees and to delegate to any sub-committee or sub-committees all or any of the authorities conferred on the Executive Committee by this Constitution;
- 12.3.7. to appoint the members of any sub-committee including persons who are not members of the Association, with such powers as may be conferred on it at the time of appointment or thereafter by the Executive Committee, to be subject in all respects to such rules or instructions given or approved by the Executive Committee;
- 12.3.8. to co-opt additional members, who may not be members of the Association, such as representatives of the College learners or parents. The members so co-opted shall not have the right to vote at any meeting;
- 12.3.9. to cause the Association's books of account to be audited by a duly elected chartered accountant and auditor who shall audit the books of the Association at such intervals as the Executive Committee may require;

- 12.3.10. to establish and to fix the remuneration of the Association's chartered accountant and auditor;
- 12.3.11. to decide on points of dispute; and the Executive Committee's ruling thereon shall be final and binding;
- 12.3.12. to appoint one or more persons, who need not be members of the Association, to take charge of and administer any funds of the Association for specific purposes on such terms as it may think fit, and to define and determine the conditions of such appointment and to terminate any such appointment;
- 12.3.13. to borrow or raise money for the purpose of the attainment of any of the Association's objects, and to apply any of the Association's funds or income in the repayment thereof;
- 12.3.14. to apply to the appropriate authority for the grant of any license for the sale of liquor which the Association may require for the purposes of carrying on its business, and also to apply to any other appropriate authority for the grant of any other license for which it may be decided to apply in connection with the Association's business;
- 12.3.15. to institute, conduct, defend, oppose, settle or abandon any legal proceedings by and against the Association, or its officers or otherwise concerning the affairs of the Association; and to also settle and allow time for payment in satisfaction of any debts due, and of any claims or demands by or against the Association;
- 12.3.16. to refer any claim or demand by or against the Association to arbitration;
- 12.3.17. to invest, re-invest and deal with any moneys of the Association not immediately required for the purposes of the Association upon such securities and on such terms as it may think fit; and from time to time to vary or realize such investments; to lease and/or purchase any movable or immovable property for the benefit or advancement of the Association's objects;
- 12.3.18. to sell, lease, alienate or otherwise dispose of part or parts of the movable or immovable properties of the Association as it may think most beneficial to the members and to apply the consideration arising there from as it may think most advantageous for the Association;
- 12.3.19. to purchase, hire, take on lease or in exchange or otherwise acquire any movable or immovable property or rights and to sell, dispose of, turn to account or otherwise deal with all or any of the movable or immovable property or rights of the Association;
- 12.3.20. to buy, prepare, make, supply, sell and deal in all kinds of sports and



other equipment and all kinds of provisions and refreshments required or used by members of the Association, or other persons frequenting the Association premises or events;

- 12.3.21. to purchase, hire, provide and maintain all kinds of implements, tools, utensils and other things required or which may conveniently be used in connection with the grounds and premises of the Association;
- 12.3.22. to open and operate banking and other accounts in the name of the Association; to borrow, collect, or raise money in such manner as the Executive Committee shall think fit for the sole purpose of carrying out the objects of the Association, and in particular by means of subscriptions, contributions, levies, entrance fees, loans with or without security to give security for money by the issue of or upon bonds, debentures or obligations or securities of the Association, or by mortgage or charge upon all or part of the property of the Association;
- 12.3.23. to utilise the assets, funds, profits and gains of the Association solely for investment or for the objects of the Association as set out in this Constitution; and
- 12.3.24. to do all such other things as may be necessary for the proper carrying out of the objects of the Association.

### **13. Nomination and election of Executive Committee members**

- 13.1. The members of the Executive Committee shall be elected annually at the Annual General Meeting of the Association, or at a Special General Meeting called for that purpose.
- 13.2. Nominations in writing of members to be elected as members of the Executive Committee shall be delivered to the Secretary of the Association at least fourteen (14) days before the date of the holding of the Annual General Meeting at which the election is to take place, provided that the current members of the Executive Committee shall be eligible for re-election without nomination to their respective offices and if the majority of members present at the Meeting agree other nominations may be made and accepted at the Meeting.
- 13.3. Nominations for membership of the Executive Committee shall be signed by the proposer and a second and shall be accompanied by acceptance in writing by the candidate.
- 13.4. If there is more than one nomination for any office, a ballot shall be held. Voting for the election of Executive Committee members shall be by way of show of hands or by way of ballot in the discretion of the Chairperson.
- 13.5. No member of the Executive Committee shall serve for more than 5 consecutive terms unless the Annual General Meeting or Special Meeting at which he/ she is

re-elected determines there are special circumstances and he/ she accepts the nomination.

#### **14. Election of Chairperson and vice-Chairperson**

14.1. Unless determined at the Annual General Meeting or Special Meeting as contemplated in clause 13, The Executive Committee shall, at the first Executive Committee meeting thereafter, from their number elect:

14.1.1. a Chairperson;

14.1.2. a Vice-Chairperson;

14.1.3. a Treasurer;

14.1.4. a Secretary; and

14.1.5. any other portfolio positions.

#### **15. Meetings of the Executive Committee**

15.1. The Chairperson, or in his absence the Vice-Chairperson, shall act as the Chairperson of the Association and the Executive Committee.

15.2. Should both the Chairperson and Vice-Chairperson not be present at any meeting of the Executive Committee the members thereof present shall elect a Chairperson from their number at that meeting.

15.3. The Executive Committee shall meet from time to time as required. No less than 14 (fourteen) days' notice must be given by the Secretary to the members of the Executive Committee of all meetings of the Executive Committee unless all members of the Executive Committee agree to accept shorter notice.

15.4. Five members of the Executive Committee shall constitute a quorum for its meetings, which shall be held at such times and places as the committee shall decide.

15.5. Any decision by the Executive Committee shall be by majority vote by show of hands of the members present at the meeting.

15.6. Each person entitled to be present and to vote shall have one vote. The Chairperson shall not have a casting vote additional to his deliberative vote. No voting by proxy shall be permitted.

15.7. The Chairperson shall cause for minutes to be kept of the names of the members of the Executive Committee present at any meeting together with minutes of all resolutions and all proceedings taken at such meeting. Any such minutes or an extract therefrom, signed by the Chairperson shall be *prima facie* evidence of the matters therein stated.

15.8. A resolution in writing which is signed by all the members of the Executive Committee shall be as valid and effective as if passed at a meeting of the Executive Committee.

**16. Termination of office of Executive Committee members**

16.1. Each elected member of the Executive Committee shall hold office for the period concluding with the end of the Annual General Meeting after that in which he was elected. Upon expiry of such period such member shall automatically retire from office but shall be eligible for nomination and re-election as a member of the Executive Committee provided that he retains his qualifications.

16.2. An Executive Committee member shall cease to hold office as such if–

16.2.1. he/she resigns his office by notice in writing to the Association;

16.2.2. he/she is or becomes of unsound mind;

16.2.3. he/she surrenders his estate as insolvent or his estate is sequestered;

16.2.4. he/she is convicted of an offence which involves dishonesty;

16.2.5. he/she is or becomes disqualified from being appointed or acting as a director of a company; or

16.2.6. he/she ceases to be a member of the Association.

16.3. The Executive Committee shall have the right to co-opt any member of the Association as a member of the Executive Committee to fill any vacancy should a member cease to hold office as stated in 16.2.

16.4. Any Executive Committee member resigning during the course of the year of office shall use his/ her best endeavors to find and nominate a replacement and introduce that person to the Executive Committee before the resignation takes effect.

16.5. The Association may at a Special General Meeting remove any Executive Committee member before the expiry of his term of office and appoint another Executive Committee member in his place to hold office for the unexpired part of the term of office of the Executive Committee member so removed, provided that the intention to vote upon his removal from office was specified in the notice convening the meeting.

**17. Annual general meeting**

17.1. An Annual General Meeting of members of the Association shall be held within 60 days after the end of the financial year of the Association, being 31 December of each year.

- 17.2. An Annual General Meeting shall be convened by the Secretary giving notice in writing to all members at least 28 days prior to the date fixed for the holding of such meeting. All correspondence, proposals, nominations for office or items for the agenda should be lodged with the Secretary at least 14 days before the meeting.
  - 17.3. The omission to send any such notice to any member or the failure to hold such meeting timeously, shall not invalidate the holding of the meeting or the passing of any resolution thereat.
  - 17.4. Notice of the terms of any resolution to be proposed at an Annual General Meeting shall be lodged with the Secretary at least 10 (ten) days before the date fixed for such meeting.
  - 17.5. Notice of any proposed resolution adding to, rescinding or amending any part of this Constitution shall be given as provided in paragraph 29 below.
  - 17.6. At an Annual General Meeting, the members may elect a President who is not a member of the Association, but whom the majority of the members present consider is able to be the figurehead representative of the Association and a suitable candidate for the position. The president shall not have the right to vote at any meeting but holds an honorary, symbolic position.
  - 17.7. Ten Full Members of the Association shall constitute a quorum for the AGM.
18. **Proceedings at annual general meeting**
- 18.1. The ordinary business to be done at the Annual General Meeting shall be as follows:
    - 18.1.1. to confirm the minutes of the previous Annual General Meeting and any Special General Meeting held since the previous Annual General Meeting;
    - 18.1.2. to receive and consider the report of the Executive Committee and the financial statements for the preceding financial year with the Auditors' report thereon if required;
    - 18.1.3. to elect the Association's Auditor if required;
    - 18.1.4. to consider and to pass, with or without modification, any resolutions concerning the affairs of the Association of which due and proper notice is given;
    - 18.1.5. to consider and to pass, with or without modification, any resolution adding to, rescinding or amending any part of the Constitution;
  - 18.2. The Chair at an Annual General Meeting shall be taken by the Chairperson of the Association or in his absence by the Vice-Chairperson. Should both be absent, the

members shall elect a Chairperson for the meeting from among the other members of the Executive Committee present, if any or, failing their presence, the Chairperson shall be elected being a person who is entitled to vote at an Annual General Meeting from among those members present.

18.3. The Chairperson of the Annual General Meeting shall not have a casting vote additional to his deliberative vote.

18.4. At the Annual General Meeting any decisions shall be taken by voting as provided in paragraph 20.

## 19. **Special general meetings**

19.1. A Special General Meeting shall be convened at the request in writing via the Secretary of ten Full Members of the Association.

19.2. Ten Full Members of the Association shall constitute a quorum for a Special General Meeting.

19.3. The Secretary shall send to each member at his recorded address a copy of such notice specifying for what object or objects the meeting is called.

19.4. The Secretary shall convene a Special General Meeting within two calendar months ten of receipt of a requisition to that effect.

19.5. The Secretary shall send to each member at his recorded address a copy of the notice of a Special General Meeting to be held in terms of clause 17.2 , as well as the agenda and motions submitted by the members who requested the meeting.

19.6. The omission to send any such notice to any member shall not invalidate the holding of the meeting or the passing of any resolution thereat.

19.7. The Chair at a Special General Meeting shall be taken by the Chairperson of the Association or in his absence by the Secretary of the Executive Committee. Should both be absent, the members shall elect a Chairperson for the meeting from among the Full Members present.

19.8. The Chairperson of the Special General Meeting shall not have a casting vote additional to his deliberative vote.

19.9. At the Special General Meeting any decisions shall be taken by voting as provided in paragraph 20.

## 20. **Voting**

20.1. All members shall be entitled to vote at an Annual or Special General Meeting of the members of the Association and each such member shall have one vote.

20.2. Voting shall be by way of show of hands or by way of ballot in the discretion of the

Chairperson.

- 20.3. Voting by proxy shall be permitted. Any member wishing to vote via proxy will provide his or her appointed representative with a written proxy form which clearly identifies the member, the appointee and whether the proxy is general or specific.
- 20.4. The Chairperson or any other person acting as Chairperson shall not have a casting vote additional to his deliberative vote.
- 20.5. Ballot may be demanded by not less than ten (10) members present at the meeting.
- 20.6. Should any such ballot be demanded it shall be taken in such a manner and at such time and place as the Chairperson of the meeting may direct.
- 20.7. A declaration by the Chairperson of the meeting of the result of a show of hands or a ballot, as the case may be, shall be conclusive.

## 21. **Books of account**

- 21.1. The Executive Committee shall cause proper books and records to be kept in which a true and satisfactory account of all transactions shall be recorded.
- 21.2. The Treasurer shall keep an account of all income and expenditure and shall submit accounts, duly audited if required by the Association at the AGM. The banking account shall be in the name of the Association and withdrawals shall be made in the name of the Association on the signature or authorization of any two of the following:

The Chairperson, Treasurer, Secretary or other Executive Committee member specifically appointed by the Executive Committee for that purpose.

- 21.3. An auditor may be appointed annually at the AGM to audit the accounts and books of the Association.
- 21.4. All moneys received must be deposited to the credit of the Association in its banking account or such other account authorized by the Executive Committee in writing and all disbursements must be authorized by any two of the people listed in 21.2 above.

## 22. **Register of members**

All members shall communicate their addresses from time to time to the Secretary who shall keep a register of the names of such members and of their addresses.

## 23. **Exclusion of liability and indemnity**

- 23.1. Neither the Association nor the members of the Executive Committee or the Association shall be responsible or may be held liable for any loss, damage or

injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Association's property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the Association, the members of the Executive Committee or the Association, or anyone else for whose actions they or any of them would be liable in law, or by reason of *vis major, casus fortuitus*, rain or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Association or any building structures, or any defective facilities of the Association, or caused by any sporting activity carried out on the Association's premises, or by any other cause of whatsoever nature and howsoever arising.

- 23.2. Each member of the Association shall, at all times, hold the Association and all members of the Association indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such member of the Association as a result of personal injury or patrimonial loss arising directly or indirectly from the participation of any person in any match or practice or related activity or any other activity of the Association or any of the members of the Association whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Association, any member of the Association, and/or any of their officials, employees and/or agents.

#### 24. **Amendments to the constitution**

- 24.1. The Constitution of the Association or any part thereof as contained herein shall not be rescinded, added to or amended, save by a resolution, adopted by a majority of two thirds of the members of the Association present at an Annual or a Special General Meeting of members for which due and proper notice has been given.
- 24.2. Notice of the intention to rescind, add to or amend the Constitution, if required to be dealt with at an Annual General Meeting of the Association, shall be given, in writing, by the intending mover thereof, to the Association not later than 20 days prior to the date fixed for such meeting; and the Secretary shall give written notice of the intended amendment, rescission, addition or amendment to all its members at least 10 days prior to the date of the relevant meeting. If it is required that any such rescission, addition or amendment be dealt with at a Special General Meeting of the Association, written notice thereof must be given to the Secretary and the Secretary shall within 10 days of receipt of such notice, call a Special General Meeting of the Association by giving at least 20 days' notice thereof and of the intended rescission, addition, or amendment in writing, to all its members.

#### 25. **General**

- 25.1. A copy of this Constitution and any rules or regulations and of any rescinding, addition or amendment thereto or new rule or regulation effected from time to time shall be available for the inspection of members upon application to the Secretary.

25.2. The Association may take out public legality insurance to cover all its meetings and activates.

25.3. Any notices required by this Constitution must be in writing but may be given by hand, post, SMS or electronic mail to the address or number recorded in the records of the Association for the person concerned.

**26. Dissolution**

26.1. The Association may be dissolved by a resolution passed at a Special General Meeting called for that purpose provided that such resolution is passed by a majority of two thirds of the members present and entitled to vote at such a meeting and such resolution is confirmed at a Special General Meeting held not less than thirty (30) days thereafter by a majority vote of members entitled to be present and vote thereon.

26.2. Upon its dissolution the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to the current school for the benefit of the children of the school in any manner which is exclusively charitable at law.

**27. Interpretation**

The interpretation of this Constitution and decisions of the Association shall rest entirely with the Executive Committee, whose interpretation shall be final and binding on all members of the Association.

The above Constitution adopted at \_\_\_\_\_ on \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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