

**HAMILTON & DISTRICT DARTS ASSOCIATION INC.**

**CONSTITUTION**

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# **HAMILTON & DISTRICT DARTS ASSOCIATION INC.**

## **CONSTITUTION**

- 1 NAME**            The Name of the Association shall be:  
"Hamilton & District Darts Association Inc."  
(Hereinafter called H & D D A Inc.)

**2 DEFINITIONS**

In this Constitution the following terms shall if not inconsistent with the objects or context respectively have the following meanings.

- 2.1**    "ASSOCIATION " means H.&.D.D.A. Inc.
- 2.2**    "COMMITTEE" means the Management Committee of the Association elected in terms of 3 years.
- 2.3**    "the Act" means the Associations Incorporation Act 1984.
- 2.4**    "THE SECRETARY" means the person holding the office as Secretary under this Constitution.
- 2.5**    "THE YEAR" means the finance year of H.&.D.D.A. Inc. will be the year ending 31st day of December each calendar year.
- 2.6**    "A.G.M" means Annual General Meeting of H.&.D.D.A. Inc.
- 2.7**    "G.M" General Meeting
- 2.8**    "S. M." means any meeting required to deal with all Extraordinary or Urgent Business of the Association.
- 2.9**    "MEMBER" means a player who is currently registered and playing with a team in the Association.
- 2.10**   "JUNIOR MEMBER" means a member who is under the age of eighteen years.
- 2.11**   "SPECIAL RESOLUTION" means a resolution which is passed by a majority which comprises not less than three quarters of members who vote in accordance with these rules at a General Meeting which not less than 21 days written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules.

**3 AIMS**

To promote competition darts within 15-kilometre radius of the rotunda at Lambton Park

#### **4 OBJECTS**

- 4.1 To encourage the playing of competition darts and to promote, preserve and foster good fellowship and friendship amongst all player.**
- 4.2 Exercise jurisdiction over all members in all matters pertaining to the sport of darts including and without limiting the generality of the forgoing to expel, suspend, disqualify, reprimand or otherwise deal with any category of member or individual.**
- 4.3 The taking of such steps as may be deemed to be necessary and in the best interests of the Associations to procuring of funds by way of donations, subscriptions, levies or otherwise.**
- 4.4 Printing and publishing of newsletters, periodicals, books and leaflets or other documentation as deemed to be desirable for the promotion of the objects and purposes of the Association.**
- 4.5 To do all such things that are incidental or conducive to the attainment of the above objects specified in the forgoing provisions of this sub-rule.**
- 4.6 Alterations and amendments to the objects of this association shall be made by a special resolution.**

#### **5 OFFICE**

- 5.1 The registered office of the Association shall be the residence of the Secretary/ Public Officer**

#### **6 OFFICE BEARERS**

- 6.1 Shall consist of the following:  
Management Committee:**
  - A. President**
  - B. Secretary/Public Officer and minutes**
  - C. Treasurer**
  - D. Vice-President**
  - E. Five [5] Committee Members**
- 6.2 The office bearers of the Committee shall be elected at the A.G.M. every 3rd year.**
- 6.3 Nominations for the positions of office bearers must be made in writing on a "Nomination Form" and signed by two (2) registered members of the Association and confirmed by the candidate.**
- 6.4 All "Nomination Forms" for the positions of office bearers must be received by the Returning Officer no later than 21 days prior to the A.G.M. The Secretary shall within 3 days of closure send all captains a list of all candidates**
- 6.5 Members may only propose or second one person per position.**
- 6.6 If insufficient nominations are received for positions of office bearers. Nominations for the vacant positions may be called for from the floor of the A.G.M.**

- 6.7 If positions on the Committee are not filled at the A.G.M. these may be filled at a future G.M. or S.M.
- 6.8 Should a casual vacancy occur on the Committee due to death, illness resignation or dismissal? The vacancy may be filled if deemed necessary by the members at any G.M. or S.M.
- 6.9 The positions of office bearers may only be filled by registered playing members of the Association. Life Members must be actively playing to hold office.
- 6.10 No member can hold any more than one position as an officer of the Association.
- 6.11 An elected officer of the Association may resign at any time with said resignation in writing to the Secretary. Resignation of the Secretary may be effected by said resignation in writing to the President.
- 6.12 If the number of nominations received exceed the number of vacancies on any committee a ballot must be held.

## **7 SUB-COMMITTEES:**

- 7.1 May be elected as required to perform a particular task or function for the Association.
- 7.2 All such Sub-Committees are to be chaired by the President of the Association.

## **8 VOTING & BALLOTS:**

- 8.1 All current members and actively playing Life Members of the Association have the right to vote Annual General Meetings, General Meetings, and Special Meetings conducted by the Association.  
Junior members as defined in clause (16.4) shall not be entitled to vote at any meeting of the Association.
- 8.2 Returning Officer is to be elected at the A.G.M. each year and will officiate over ballots as required by the Association.
- 8.3 Two (2) Scrutineers are to be elected from the floor of a meeting prior to any ballot being conducted.
- 8.4 Secret Ballots are to be conducted for Management Committee positions and as deemed necessary by the Association.
- 8.5 The Returning Officer shall ensure that only current registered members and actively playing Life Members cast a vote in any ballot.
- 8.6 The Returning Officer and Scrutineers must not be standing for positions as an Officer of the Association.
- 8.7 All ballots are to be conducted in proper manner using certified ballot papers.
- 8.8 No Proxy or Postal votes will be allowed at any ballot conducted by the Association.

- 8.9 In the event of a TIED VOTE occurring in a ballot being conducted by the Returning Officer he or she may decide the result by either a draw from the hat or a re-vote.
- 8.10 In the event of a TIED VOTE where the Returning Officer is not officiating the President has the casting vote.

**9 DUTIES OF OFFICERS:**

- 9.1 All positions as officers of the Association are honorary and voluntary and as such no payment for these positions will be made.
- 9.2 **PRESIDENT**  
Shall preside over all A.G.M's, G.M'S, S.M's and sub-committees of the Association. He/She is directly responsible to members to ensure that the Association is governed in accordance with this Constitution, the Act and the Law. He/She is also to ensure all that all officers of the duties allocated to them. The President shall be endorse the minutes of all Meetings after they have confirmed as a true and correct record. The President shall only have the casting vote at the Returning Officer does not officiate. Meetings.
- 9.3 **VICE PRESIDENT**  
Shall render assistance as required to the President, and in his/her absence shall preside over all meetings of the Association and carry out the duties applicable to the position of President.
- 9.4 **SECRETARY/PUBLIC OFFICER**  
Shall be responsible for maintaining all records pertaining to the Association in a correct and accurate manner and will exercise general supervision over all matters in relation to the Association and the Incorporation's Act 1984.  
The Secretary is responsible for maintaining a true and accurate record of the Minutes of all meetings of the Association and to have copy's of previous minuets meeting plus a sign in book
- 9.5 **TREASURER**  
Shall exercise supervision over all Financial transactions conducted by the association and shall keep a true and accurate record of all such dealings. He/she shall also be responsible for the receipt and depositing of all monies on behalf of the Association.
- 9.6 **The Committee**  
Shall be called the Management Committee of the Association and subject to the Act, the Regulation and these Rules and any to resolution passed by the Association in general meeting.
- [a] Shall control and manage the affairs of the Association, and;  
[b] May exercise all such powers and functions as may be exercised by the Association, other than those powers and functions that are required by the Act, Regulation or these Rules to be exercised by a General Meeting of the members of the Association.

- 9.7 All Committee positions, will be declared vacant at each 3<sup>rd</sup> year at the A.G.M. and positions will up for election Refer to clause 6.2 of this constitution.

## **10 MEETINGS**

- 10.1 All meetings of the Association will be conducted according to common practice and all motions will be subject to common rules of debate.
- 10.2 The A.G.M will be held in March each calendar year.
- 10.3 General Meetings will be held at least three (3) times in each twelve (12) months at such place and time as the Committee may determine. Additional G.M's may be convened as deemed necessary by the Executive Committee.
- 10.4 Special Meetings, all registered members have the right to direct the President to call a Special Meeting provided that an outline for such meeting is in writing and signed by at least eight (8) registered members. Special Meetings may also be called to deal with extraordinary or urgent Association business.
- 10.5 A quorum for any A.G.M or S.M. of the Association shall be representatives of 50% plus one (1) of registered teams entitled to vote at any such meeting.  
A quorum for a GM shall be twelve [12] registered players.
- 10.6 Each team must have at least one (1) representative in attendance at the A.G.M, G.M. and S.M. Committee person may represent their team at all meetings
- 10.7 An attendance register must be provided at all meetings and signed by all registered members. Fifteen (15) minute grace will be given after the commencement of the meeting.
- 10.8 Meeting Notification and Agenda for every Association meeting will be displayed on the Association's web page or by text to all teams fourteen (14) days prior to every meeting.
- 10.9 Order of business at A.G.M. shall be:
- (a) Reading of Minutes of previous A.G.M;
  - (b) Confirmation of Minutes;
  - (c) Business Arising from Minutes;
  - (d) Adoption of Minutes;
  - (e) Correspondence (Inward/Outward);
  - (f) Reports;
  - (g) Auditors Report;
  - (h) General Business;
  - (i) Standing Down of Office Bearers;
  - (j) Election of Office Bearers;
  - (k) Election of Returning Officer; and
  - (l) Election of Auditor.

**10.10 Order of Business at G.M's shall be:**

- (a) Reading of Minutes of previous G.M;**
- (b) Confirmation of Minutes;**
- (c) Business Arising;**
- (d) Adoption of Minutes;**
- (e) Correspondence (Inward/Outward);**
- (f) Accounts;**
- (g) Treasurers Report;**
- (h) General Business.**

**10.11 Order of Business at S.M's shall be:**

- (a) Only the business for which meeting was called.**

## **11 ALTERATIONS AND AMENDMENTS**

- 11.1 Alterations and Amendments to this constitution may only be made at the A.G.M. or a Special Meeting called for such purpose.**
- 11.2 Alterations and Amendments to this constitution shall be made by special resolution.**
- 11.3 Subject to the provisions of the Act the Constitution may be altered or amended from time to time provided that such alteration or amendment/s is/are approved by the Department of Fair Trading.**
- 11.4 Notices of Motion may only be altered or amended after being tabled provided that such does not alter the intent of the motion.**
- 11.5 Alterations and amendments to the Rules of Play shall be made by a majority vote at a G.M.**

## **12 INTERPRETATION**

- 12.1 Should a dispute arise at any meeting concerning the meaning of anything in this constitution, the presiding officer shall make a ruling on the interpretation.**
- 12.2 If the presiding officer is unable or unwilling to make a ruling pursuant to clause 12.1 a motion may be put for the interpretation to be made by a solicitor.**

## **13 FINANCES**

- 13.1 All money received by the Association shall be deposited as soon as practicable in an account opened in the Association's name with any bank building society or corporation, deposits in which pursuant to Section 15DB of the Trustee Act 1925 and trustee Regulation 1995 that a Trustee may reasonably consider appropriate for the investment of trust funds.**
- 13.2 Proper ledgers and account books shall be kept and maintained in written or printed form (English) showing all financial transactions of the association.**

- 13.3 All accounts in the name of the Association are to be operated with the three (3) Executive Committee as signatories. With any two (2) to sign for any approved payments or withdrawals.
- 13.4 All accounts are to be paid by electronic bank transfer and a receipt of the transfer to be noted on the bank statement.
- 13.5 All moneys drawn in the name of the Association shall be checked and signed by two executives
- 13.6 All ledgers and accounts shall be examined by the elected Auditor after the end of each financial year of the Association. Such audit shall be given to the Secretary prior to the A.G.M.
- 13.7 Each team shall be responsible for the submission of its own result sheets and for ensuring that moneys owing to the Association are paid within the prescribed time.
- 13.8 Levies may be set as deemed necessary by the Committee in the interest of the Association.
- 13.9 Donations or subscriptions to any legally registered charity shall be limited to a maximum one hundred dollars (\$100.00) per annum, provided that payments in excess of this amount may be made in the case of dissolution of the Association pursuant to clause 24 of this Constitution or the Act.
- 13.10 Any Member of the Association will be granted upon request in writing within seven (7) days of receipt an inspection, free of charge, of any or all books, records or other documents appertaining to the Association.

#### **14 FEES**

- 14.1 All registrations and match fees will be set prior to the commencement of each competition and the Treasurer will email all venues, in week three (3) of the competition, their invoices for said competition.
- 14.2 Match fees will be charged for all competition games conducted by the Association
- 14.3 Both teams involved in a forfeit are liable for match fees.
- 14.4 The following Fees and Fines may be imposed at the discretion of the committee:
  - (1) Fee for protests.
  - (2) Fee for appeals.
  - (3) Fee for late registrations.
  - (4) Fee on Transfers.
  - (5) Fee on Clearances.
  - (6) Fine on Unregistered Players.
  - (7) Fine for Disciplinary Action.



**15 NON PROFIT CLAUSE**

The assets and income of the Association shall be applied solely in the furtherance of its Objectives and no portion shall be paid either directly or indirectly to the members except as bona fide compensation for services rendered or out of pocket expenses incurred on behalf of the Association

**16 MEMBERSHIP**

**16.1 Membership of the Association shall consist of:**

- (1) Registered Members.**
- (2) Life Members.**
- (3) Junior Members.**

**16.2 Registered Member:** Shall mean any person who is registered and playing darts with a registered team in the Association.

**16.3 Life Member:** Shall mean a person whom has had the award of life membership bestowed upon them pursuant to clause 17 of this constitution.

**16.4 Junior Member:** Shall mean any person who is registered and playing darts with a registered team in the Association and is under eighteen (18) years of age.

**17 LIFE MEMBERSHIP:**

**17.1 Life Membership may only be bestowed upon a registered member who has provided long (at least 10 years) and or meritorious service to the promotion of darts and the Association.**

**17.2 Life Membership may only be conferred at the A.G.M and nomination of individual must have been made at a G.M or S.M prior to the A.G.M.**

**17.3 Life Membership must be agreed upon by 75% of registered members in attendance at the A.G.M.**

**17.4 Life Membership may be revoked for misconduct towards the Association with the rescinding motion being agreed upon by 75% of registered members in attendance at the A.G.M, G.M or S.M.**

**17.5 That only actively playing Lime Members shall be entitled to attend all functions conducted by the Association free of charge to both the Life Member and Partner.**

**17.6 Non playing Life Members and partner shall be permitted to attend all functions conducted by the Association at the same fee as charged to a two competition player and partner.**

**17.7 Not more than three [3] members shall be granted Life membership in any one [1] year. A member may only propose or may only second one person for life membership in any one year.**

**17.8 Any player nominating or seconding a person for life membership must submit in writing the reasons why the nominee should be considered for life membership.**

## **18 REGISTRATION**

- 18.1** All individuals and teams must register with the Association to compete in any competition organized by the Association.
- 18.2** The Secretary of the Association shall establish and maintain a register of Members of the Association specifying the name and address of each person who is a member of the Association together with the date on which the person became a member.
- The Register of Members shall include information on each member's team affiliations, suspensions, disqualifications, disciplinary action and commendations.
- The Register of Members must be kept at the principal place of administration of the Association. Any Member shall be entitled to address any query regarding the Register of Members to the Public Officer.
- 18.3** Late registrations must be submitted on a "Late Registration Form". Late registrations may be submitted up to the midway point of a competition.
- 18.4** In exceptional circumstances late registrations may be accepted after the midway point of a competition at the discretion of the Executive Committee.
- 18.5** No member or team that register to play in a competition organized by the Association may compete in any other Association playing on the same night as this Association.
- 18.6** Members that infringing clause (18.5) shall be subject to disciplinary procedure laid down in this Constitution.
- 18.7** The maximum number of Members permitted to register with any one (1) team is ten (10) with minimum of six (6) Members per team.
- 18.8** New members must register in writing and verbally to the secretary a minimum of seven (7) days prior to their 1st game or at the discretion of the Executive Committee. This registration must be submitted on a "Late Registration Form". A fee may be charged clause (14.5) laid down in this Constitution
- 18.9** Any team playing an unregistered member will forfeit all games for the entire match.

## **19 RESIGNATIONS AND TRANSFERS**

- 19.1** Any member may resign from the Association at any time by giving notice in writing to the Secretary. Said resignation may be effective immediately or on set date.
- 19.2** Transfers from team to team shall be in writing and may be accepted after the commencement of a competition. The names of the teams the player is transferring from and to must be stated. If possible clearance is to be obtained from the team being transferred from. If this is not possible the Executive Committee may approve the transfer. A fee may be charged clause (14.5) laid down in this Constitution

- 19.3** Dissatisfied member may approach the Executive Committee to seek approval of a transfer to another team.
- 19.4** No member or team shall be permitted to take part in any competition organized by the Association where any moneys relating to an earlier competition remain owing to the Association.
- 19.5** Any member leaving the Association during a Competition in order to play in a competition organized by another Association must obtain a clearance from their team and the Association. Members not abiding by this clause will forfeit all rights and privileges.

## **20 DISCIPLINE**

- 20.1** Disciplinary action against any Member, team or venue shall be the responsibility of the Management Committee. A quorum for the committee is a majority of its members
- 20.2** Any such complaint shall be made in writing to the Secretary within seven [7] days of said incident.
  - (a) Has persistently refused or neglected to comply with a provision or provisions of the Constitution or Rules of Play;
  - Or
  - (b) Has persistently or wilfully acted in a manner prejudicial to the interests of the Association.
- 20.3** On receiving a complaint, the Secretary;
  - (a) Must cause notice of complaint to be served on the Member, team or venue concerned;
  - Or
  - (b) Shall within fourteen (14) days from the time the notice is served set down the time and place for a hearing at which the complaint will be considered, to allow submissions in connection with complaint to be made.
- 20.4** Submissions to the Management Committee may be made orally at the hearing or in writing at any time up to the time of the hearing;
- 20.5** Failure to make submissions to a hearing without just reason may be taken as an admission of the complaint.
- 20.6** If the committee is satisfied that the facts alleged in the complaint have been proved it may, by resolution impose any of or any combination of the following penalties the Member, team or venue;
  - (a) Issue a verbal or written reprimand;
  - (b) Impose any such fine as the committee deems fit
  - (c) Suspension for a period that the committee deems fit;
  - (d) Expulsion from the association.

- 20.7** If the committee expels, suspends or fines a Member team or venue, the Secretary, must, within fourteen (14) days after the action is taken, cause written notice to be sent by registered mail to the address recorded in the register of members to the Member or Captain of the relevant team of action taken, of the reasons given by the Committee for having taken that action and of the Members right of appeal under clause 21.
- 20.8** The expulsion, suspension or fine does not take effect:
- (a) until the expiration of the period within to which the Member, team or venue is entitled appeal against the resolution concerned;
  - (b) If within that period the Member, team or venue exercises the right of appeal, unless and until the Appeals Committee confirms the resolution under clause 21.6, whichever is the later.
- 21 RIGHT OF APPEAL**
- 21.1** Any member, team or venue who is penalized by a disciplinary hearing has the right of appeal within fourteen [14] days after notice of the resolution is served on the member, team or venue, by lodging with the Secretary a written notice to that effect. A quorum for the Committee on an appeal is a majority of it's members
- 21.2** The notice may, but need not, be accompanied by a statement of the grounds on which the Member, team or venue intends to rely for the purposes of the appeal.
- 21.3** On receipt of a notice from a member, team or venue. The Secretary shall notify the Committee and convene a meeting of the Appeals Committee to be held within twenty eight (21) days after which the Secretary received the notice.
- 21.4** At a meeting of the Appeals Committee convened under clause 21.3 the member, team or venue must be given the opportunity to state their cases orally or in a writing, or both.
- 21.5** On appeal the Committee shall have the full power to vary, modify or set aside the decision or finding of the disciplinary hearing and to set aside, increase or decrease the period of any suspension or to order a new hearing.
- 21.6** Decisions of the Appeals Committee are final and binding.
- 22 DISMISSAL OF OFFICE BEARERS**
- 22.1** The Association may in a G.M. or S.M. called for such purpose by resolution remove any office bearer from is/her office before the expiration of the Member's term of office and may by resolution appoint another member to hold office until expiration of the term of office of the office bearer so removed.

- 22.2** Proposal of a resolution in accordance with clause (22.1) shall be notified to all teams in writing and posted on the Associations H&DDA social media page at least Fourteen (14) days prior to the meeting where the resolution is proposed to be put. Such notice shall incorporate the grounds for such dismissal.
- 22.3** If an office bearer to whom the proposed resolution referred to in clause (22.1) relates makes representations in writing to the Secretary or President (not exceeding 500 words) and requests that the representations be notified to the teams of the Association, the Secretary or President may send copy a of the representations to each team of the Association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

**23 BINDING OF MEMBERS**

Every member is held to consent and agree to be bound by the Constitution and Rules of Play of this Association and any amendments or alterations that may be made to same.

**24 PROPERTY**

All property whether real or personal belonging to or acquired by or for the Association shall be vested in the name of the Association. The Association shall control such property.

**25 DISSOLUTIONMENT**

- 25.1** Hamilton District Darts Association Inc. may be dissolved or wound up by special resolution at a Special Meeting called for such purpose.
- 25.2** If upon the dissolution or winding up of the Association there remains, after the satisfaction of all liabilities and debts any properties whatsoever, these properties shall not be paid to, transferred or distributed among any affiliates of the Association.
- 25.3** At the meeting of the Association held for the purposes in clause (25.1), the Association must pass a special resolution nominating a method of disposal of surplus property pursuant the to Act.

**26 INDEMNITY**

- 26.1** Every member of the Association, and every Office Bearer and Servant of the Association shall be indemnified by the Association against losses and expenses which may incur or be liable to, by reason of any contract entered into, or act or deed done by such person as a member of the Association, Office Bearer or Servant, or in any way in the discharge of his duties. the amount for which such indemnity provided shall immediately is attach as a lien on the property of the Association and have priority between members over all other claims.
- 26.2** It will be the duty of the Association to pay all costs out of Association funds.

## **27      LIMITATION OF LIABILITIES**

**The liability of a Member of the Association to contribute towards the payment of the debts and liabilities of the Association or costs, charges and expenses of winding up of the Association is limited to the amount, if any, unpaid by the member in respect of registration fees or competition fees.**

## **28 COMMON SEAL**

**28.1    The Association shall provide for a Common Seal and for its safekeeping.**

**28.2    The Common Seal shall only be used on authority the of the Association and every instrument which to the seal is affixed shall be signed the Secretary and counter signed by a second Member of the Executive Committee.**

## **29      RESOLUTION OF INTERNAL DISPUTES**

**Disputes between members of the Association [in their capacity as members] or any disputes arise between members of the Association and the Association, are to be referred to a Community Justice Centre for mediation in accordance with the Community Justice Centre's Act 1983**

# **NOTES**