

**UBIQUE SHOOTING CLUB
NON-PROFIT COMPANY**

**REGISTRATION NUMBER
2026/097530/08**

CONSTITUTION

AS ACCEPTED

11 FEBRUARY 2026

TABLE OF CONTENTS

ARTICLE 2:	NAME	3
ARTICLE 3:	LEGAL JURISTIC PERSONALITY.....	4
ARTICLE 4:	HEADQUARTERS.....	4
ARTICLE 5:	OBJECTIVES.....	4
ARTICLE 6:	FINANCIAL YEAR AND YEAR END.....	4
ARTICLE 7:	TAXATION.....	5
ARTICLE 8:	INCOME AND ASSETS.....	5
ARTICLE 9:	AREA OF JURISDICTION AND GEOGRAPHICAL LIMITATIONS.....	5
ARTICLE 10:	AFFILIATED RANGES.....	6
ARTICLE 11:	AFFILIATION BODIES.....	6
ARTICLE 12:	POWERS OF THE ORGANISATION.....	6
ARTICLE 13:	MEMBERSHIP AND STRUCTURE.....	6
ARTICLE 14:	TERMINATION, SUSPENSION AND REVOKING OF MEMBERSHIP AND DISCIPLINARY ACTION AGAINST A MEMBER.....	8
ARTICLE 15:	COMMITTEES.....	8
ARTICLE 16:	DELEGATES.....	11
ARTICLE 17:	DELIVERY OF NOTICES.....	11
ARTICLE 18:	ANNUAL GENERAL MEETINGS.....	11
ARTICLE 19:	SPECIAL GENERAL MEETINGS.....	12
ARTICLE 20:	QUORUM AT THE AGM AND AT THE SGM.....	13
ARTICLE 21:	ELECTORAL PROCEDURES.....	13
ARTICLE 22:	INDEMNIFICATION OF OFFICE BEARERS.....	14
ARTICLE 23:	DISCIPLINARY MEASURES.....	14
ARTICLE 24:	MEETINGS.....	14
ARTICLE 25:	RULES.....	15
ARTICLE 26:	AFFILIATION TO OTHER BODIES.....	15
ARTICLE 27:	FINANCES.....	15
ARTICLE 28:	AMENDMENT OF THE CONSTITUTION.....	16
ARTICLE 29:	DISSOLUTION.....	16
ARTICLE 30:	INDEMNITY AND LIMITATION OF LIABILITY.....	16
ARTICLE 31:	APPROVAL AND ACCEPTANCE OF THE CONSTITUTION.....	17

ARTICLE 1: DEFINITIONS

- 1.1. **“AGM”** - means an Annual General Meeting called and conducted in accordance with Article 18 and Article 20 of this Constitution.
- 1.2. **“SGM”** - means a Special General Meeting of the organisation called and conducted in accordance with Article 19 and Article 20 of the Constitution.
- 1.3. **“Organisation”** – Means the non-profit company as named in Article 2.
- 1.4. **“Club”** - Means the non-profit company as named in Article 2.
- 1.5. **“KZNPSA”** - means The KwaZulu-Natal Practical Shooting Association.
- 1.6. **“SAPSA”** - means The South African Practical Shooting Association.
- 1.7. **“IPSC”** – means The International Practical Shooting Confederation.
- 1.8. **“CIPC”** – means The Companies and Intellectual Property Commission.
- 1.9. **“Constitution”** - means this document and all the Articles it contains as well as any Annexures.
- 1.10. **“Executive Committee”** - means the body as set out in Article 15 of the Constitution and may be referenced as “Office Bearer” and/or “Directors”..
- 1.11. **“Members”** - means the members as set out in Article 13 of the Constitution.
- 1.12. **“Meeting”** - means an AGM and/or a SGM and/or a Executive Committee Meeting of the organisation as called in accordance with Article 18 and Article 29 and Article 24 of this Constitution.
- 1.13. **“Shooting”** – The act of safely discharging a firearm in a controlled, simulated setting, under supervision and in lawful manner.
- 1.14. **“Range”** – A recognised and accredited place where the controlled and safe discharge of a firearm is allowed.
- 1.15. **“SARS”** – Means the South African Revenue Services
- 1.16. Words signifying persons in this Constitution include corporations and all legal persons including any other entities or bodies whether incorporated or not.
- 1.17. Words signifying the masculine gender in this Constitution include the feminine and neuter genders and vice versa.
- 1.18. The singular in this Constitution shall include the plural and vice versa.
- 1.19. Where a period in this Constitution consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day.
- 1.20. If figures in this Constitution are referred to in numerals and words, the words shall prevail in the event of a conflict between the two.

ARTICLE 2: NAME

- 2.1. The organisation hereby constituted will be called “UBIQUE SHOOTING CLUB NPC”, with company registration number 2026/097530/08.
- 2.2. Its shortened name will be “UBIQUE SHOOTING CLUB” and/or “UBIQUE”.
- 2.3. The organisation can also be referred to generally and conversationally as a “club”.
- 2.4. The accepted abbreviation will be “USC”.
- 2.5. The pronunciation for “Ubique” shall be:
 - 2.5.1. “Ubi-Kay”,
 - 2.5.2. “oo-BEE-kay”
 - 2.5.3. or phonetically “/u:’bi:kweɪ/”.
- 2.6. The “logos” of the organisation will be detailed as per Annexure 4.

ARTICLE 3: LEGAL JURISTIC PERSONALITY

- 3.1. The organisation will:
 - 3.1.1. Exist in its own right, separately and distinct from its Executive Committee and Members.
 - 3.1.2. Continue to exist even when its Executive Committee and/or membership change and there are different office bearers.
 - 3.1.3. Be able to own property and other assets.
 - 3.1.4. Be able to receive donations, derive income, make donations, incur expenses and similar in line with the organisations objectives.
 - 3.1.5. Be able to apply for financing or lines of credit.
 - 3.1.6. Be tax exempt if approved by the Commissioner of the South African Revenue Services.
 - 3.1.7. Be able to sue and be sued in its own name or instituting or defending any legal action in order to secure its interests.
 - 3.1.8. The organisation shall continue to exist even when it's membership changes and there is a different Executive Committee.

ARTICLE 4: HEADQUARTERS

- 4.1. The headquarters of the organisation will be situated at:
 - 4.1.1. 111 – 115 Escom Road, New Germany, Pinetown, KwaZulu-Natal.
 - 4.1.2. Or any other place to which the headquarters may be transferred in the event of *force majeure*.

ARTICLE 5: OBJECTIVES

- 5.1. The organisation's primary objective is hereby decreed as follows:
 - 5.1.1. To promote and organise the sport of practical shooting in all aspects and to foster the good image of the sport in the public eye.
- 5.2. The organisation's further objectives are as follows:
 - 5.2.1. Striving to promote the safe, competent, and responsible use of firearms for anyone legally entitled to use them.
 - 5.2.2. Manage the shooting interests of the Members of the organisation.
 - 5.2.3. To consider the possibility of hosting an Annual Club Championship.
 - 5.2.4. To attempt to qualify and select Members for inter-club competitions as well to compete at Provincial, Inter-Provincial, National, or International Shooting Competitions.
 - 5.2.5. To apply the organisation funds to the promotion of the objectives of the organisation, and may even assist financially in some instances, in order to improve or retain the interests of shooting as a sport in the region, as set out in this Constitution.
 - 5.2.6. To advise Clubs and Members about Competitions, Leagues, and General shooting matters.
 - 5.2.7. To arbitrate on issues or disputes that may arise between Members and/or Clubs and/or Individual Members.
 - 5.2.8. To derive income to the organisations and member's needs.
 - 5.2.9. To raise awareness in the public and private sectors regarding shooting.
 - 5.2.10. To educate the public at large regarding shooting.
 - 5.2.11. To partner with ranges as affiliates as per Article 10.
- 5.3. The motto of the organisation will be "Everywhere be Aware, Move and Adapt".

ARTICLE 6: FINANCIAL YEAR AND YEAR END

- 6.1. The financial year of the association shall run from the first day of March to the last day of February each year.

6.2. The financial year end of the organisation will therefore be on the last day of February.

ARTICLE 7: TAXATION

- 7.1. For taxation purposes the organisation reiterates that it does not operate for gain and further records that:
- 7.1.1. It will not engage in or carry on any business activity in which shall be included any normal trading operation of a commercial nature, however;
- 7.1.1.1. If the organisation wishes to carry on such trade that is not associated with the objectives as set out in Article 5 a separate profit company owned by the organisation in full will be established and traded.
- 7.1.1.2. Surplus funds or “profits” will be donated back after paying taxation to further the objective of the organisation.
- 7.1.2. The acquisition by of any donated or bequeathed property or assets which is rent or income producing, shall not be deemed to be a business activity merely on account of the continuation thereof provided that;
- 7.1.2.1. The Association shall not itself initiate or take steps to acquire property for the express purpose of deriving a rental or income therefrom; and,
- 7.1.2.2. It shall not acquire or accept the donation or transfer of shares in any public company operating for gain.
- 7.1.3. The organisation shall make application and maintain an Exempt Status with The South African Revenue Services (SARS) if approved by the commissioner.

ARTICLE 8: INCOME AND ASSETS

- 8.1. The organisation will keep a record of everything it owns in assets.
- 8.2. The assets the organisations purchases in any one transaction has to be approved by the Executive Committee if over the amount of R 50 000.00 (fifty-thousand rand only).
- 8.3. The organisation may never donate any of its funds or property to its Executive Committee or members.
- 8.3.1. The only time this will be permissible is when expressly allowed by this constitution or,
- 8.3.1.1. It is a valid and pre-approved claim against the organisation for work or,
- 8.3.1.2. A disbursement claim that a Executive Committee member has paid on behalf for the organisation.
- 8.3.2. The payment must be a reasonable and market related amount for the work or a disbursement that has been done.
- 8.3.3. A Member or Executive Committee of the organisation can only claim from the organisation for expenses or disbursement that she or he has paid for or on behalf of the organisation.
- 8.3.3.1. Invoices for such services must be accompanied by supporting source documents.
- 8.4. The Executive Committee and Members of the organisation do not have any rights over property that belong to the organisation.
- 8.5. Should the members or Executive Committee ‘loan’ the use of equipment, space or vehicles to the Organisation, the same will be reimbursed at an pre-approved amount, recorded in a written agreement between the parties and ratified by the Executive Committee.
- 8.6. Should the members or Executive Committee ‘sell’ equipment or assets to the Organisation, the same will be reimbursed at an pre-approved amount, recorded in a written agreement between the parties and ratified by the Executive Committee.

ARTICLE 9: AREA OF JURISDICTION AND GEOGRAPHICAL LIMITATIONS

- 9.1. The organisation will be club in the geographical “province” of “KwaZulu-Natal” within the Republic of South Africa.
- 9.2. Any current or prospective member living primary within the geographical border of the province may apply for membership.
- 9.3. The association may not extend past its provincial borders.

- 9.4. Should the Republic of South Africa change the provincial borders at any time, the province in which the headquarters is based shall be adopted to be the geographical area of service.

ARTICLE 10: AFFILIATED RANGES

- 10.1. The organisation shall affiliate to ranges in writing as per this Article 8
- 10.2. The organisation shall keep a record of Affiliated Ranges named Annexure 1.
- 10.3. The ranges affiliated to and selected for future affiliation shall be to the benefit of members.
- 10.4. Affiliation agreements must be concluded in writing, reviewed annually at the AGM and negotiated by the Executive Committee or a Delegate nominated by Executive Committee under Article 16 to have due authority.
- 10.5. Affiliation agreements must at a minimum ratify the following:
- 10.5.1. Duration
- 10.5.2. Location
- 10.5.3. Conditions and rights
- 10.5.4. Fees payable by the members
- 10.5.5. Fees payable by the organisation
- 10.5.6. Reciprocal discounts and/or benefits
- 10.5.7. Responsibilities
- 10.6. Any changes to existing affiliation agreements, the addition of new affiliation agreements or renewals of the same must be communicated to members by the Executive Committee within seven (7) days after all parties have signed or been notified of such changes.

ARTICLE 11: AFFILIATION BODIES

- 11.1. The organisation shall apply for, maintain and align itself to the following affiliation bodies:
- 11.1.1. The KwaZulu-Natal Practical Shooting Association (KZNPSA).
- 11.1.2. The South African Practical Shooting Association (SAPSA).

ARTICLE 12: POWERS OF THE ORGANISATION

- 12.1. The Executive Committee may take on the power and authority that it believes it needs to be able to achieve the objectives that are stated in Article 5 of this constitution.
- 12.2. Its activities must abide by the law.
- 12.3. The Executive Committee has the power and authority to raise income or to invite and receive donations and contributions.
- 12.4. The Executive Committee does not however have the implied power to buy, hire or exchange for any property that it needs to achieve its objectives.
- 12.5. The Executive Committee will have the power to appoint members at any time to the Executive Committee and committees as per Article 15 should the positions be vacant, be acting or become vacant.
- 12.6. The Executive Committee has the right to make by-laws for proper management including procedure for application, approval and termination of membership.
- 12.7. The Executive Committee of the organisation will decide on the overall powers and functions of the Executive Committee and this will supersede or limit any other article in this constitution.

ARTICLE 13: MEMBERSHIP AND STRUCTURE

- 13.1. Membership of the organisation results from the common interest in shooting by a group of like-minded people with the organisational objectives as set out in Article 5.
- 13.2. It is not desirable that membership be extended to any "radical" element.

- 13.3. Membership shall comprise of the following:
- 13.3.1. MEMBERS
- 13.3.1.1. Any person, irrespective of race, gender or creed, shall have the right, in whatever capacity to participate in the sport may apply to join the organisation on condition they are legally entitled to possess a firearm as per the Firearms Control Act 60 of 2000.
- 13.3.1.2. New members may join the organisation by applying in writing to the Executive Committee and supplying the relevant information determined by Executive Committee from time to time.
- 13.3.1.3. A person is only classified as a member of the organisation if they are financially in good standing with the organisation.
- 13.3.1.4. All Members will be liable for regular membership fees as set and determined by the Executive Committee and ratified at the AGM from time to time under Annexure 2.
- 13.3.1.5. Failure to maintain financial good standing with the organisation and being in arrears for more than two (2) months shall place a member out of good standing with the organisation.
- 13.3.2. HONORARY MEMBERS
- 13.3.2.1. Honorary membership of the organisation may be granted by the Executive Committee only if a resolution to do so is carried unanimously at the AGM.
- 13.3.2.2. Honorary members enjoy the full rights and privileges that any other member as per Article 13.3.1. enjoys.
- 13.3.2.3. Honorary members shall not be liable for any fees as per Article 13.3.1.4.
- 13.3.2.4. Honorary membership status will be reviewed annually at the AGM.
- 13.3.3. HONORARY LIFE MEMBERS
- 13.3.3.1. Honorary life membership will be automatically awarded to the founding members of the organisation and may never be revoked except for the invocation of Article 14.
- 13.3.3.2. Honorary life membership of the organisation may be granted by the Executive Committee only if a resolution to do so is carried unanimously at the AGM.
- 13.3.3.3. Honorary life members enjoy the full rights and privileges that any other member as per Article 13.3.1 and Article 13.3.2. enjoys.
- 13.3.3.4. Honorary life membership status will be awarded for life and ceases on either:
- 13.3.3.4.1. The death of the member or,
- 13.3.3.4.2. The invocation of Article 14.
- 13.4. Membership Structure.
- 13.4.1. The membership structure will be reviewed on an annual bases or when required and will be as per Annexure 2.
- 13.4.2. Honorary Members and Honorary Life Members as per Article 13.3.2 and Article 13.3.3 will enjoy the highest possible tier and benefits identical to that of a paid member.
- 13.5. The liability of members for debts incurred by the organisation shall be limited to the amount of unpaid membership fees.

**ARTICLE 14: TERMINATION, SUSPENSION AND REVOKING OF MEMBERSHIP AND DISCIPLINARY ACTION
AGAINST A MEMBER**

- 14.1. The Executive Committee at its sole discretion, without any written or verbal reason required may refuse membership to any prospective member or as per Article 23 enter the member into a disciplinary process and/or revoke, terminate or suspend the membership of any Member who:
- 14.1.1. Does not supply adequate or supplies fraudulent information for membership application with the organisation.
- 14.1.2. Has brought the organisation or sport into disrepute.
- 14.1.3. Endangered the safety of fellow members through negligence or failure to follow instructions.
- 14.1.4. Endangered the safety of the public or any person.
- 14.1.5. At any time is not in financial good standing with the organisation:
- 14.1.5.1. Failure to maintain financial good standing with the organisation and being in arrears for more than two (2) calendar months shall place a member out of good standing with the organisation as a result the members, membership will be revoked and the member will need to reapply for membership resulting in late payment penalties in the form of an administration fee as per Annexure 2.

ARTICLE 15: COMMITTEES

- 15.1. Executive Committee:
- 15.1.1. The management, operation, control and administration of the organisation shall vest in the Executive Committee constituted as follows:
- 15.1.1.1. Chairperson
- 15.1.1.2. Vice Chairperson
- 15.1.1.3. Treasurer
- 15.1.1.4. Secretary
- 15.1.1.5. Logistics Officer
- 15.1.1.6. Safety/Training Officer
- 15.1.1.7. Technology Officer
- 15.1.1.8. SAPSA Representative
- 15.1.2. Multiple portfolios may not be held by one singular person however one person may be nominated as “acting” on the following portfolios for a maximum period of six (6) months with no additional vote:
- 15.1.2.1. Vice Chairperson
- 15.1.2.2. Logistics Officer
- 15.1.2.3. Safety/Training Officer
- 15.1.2.4. Technology Officer
- 15.1.2.5. SAPSA Representative
- 15.1.3. No two (2) related persons may hold any of the positions of;
- 15.1.3.1. Chairperson
- 15.1.3.2. Secretary
- 15.1.3.3. Treasurer
- 15.1.4. The three Executive Committee members who will be nominated to the CIPC as directors will be:
- 15.1.4.1. Chairperson
- 15.1.4.2. Secretary

- 15.1.4.3. Treasurer
- 15.1.5. Only members in financial good standing that have an affiliation to an organisation affiliated body as per Article 11 may be elected to the Executive Committee.
- 15.1.6. The Executive Committee will be made up of not less than three (3) members and a maximum of eight (8).
- 15.1.7. The Executive Committee may have no more than five (5) positions vacant at any time.
- 15.1.8. The Executive Committee will also be recognised as the office bearers of the organisation.
- 15.1.9. The Executive Committee without ratification by the members may appoint a member as per Article 15.1.5 to the Executive Committee at any time should the position become vacant, be vacant or be acting to ensure efficient and effective functioning of the committee.
- 15.1.10. The Executive Committee nominated and elected shall hold office from the first day of January until the last day of December following their appointment at the AGM.
- 15.1.11. The Executive Committee will serve for periods of one (1) year and may be re-elected indefinitely.
- 15.1.12. The founding Executive Committee will always be part of the organisation either as an actively involved member in the daily running of the organisation as a Director or as a Non-Executive Director unless they decide to resign or terminated by virtue of disciplinary action.
- 15.1.13. If a member of the management committee does not attend three (3) management committee meetings in a row, without having applied for and obtaining leave of absence from the management committee, then the management committee will elect a new member to take that person's place.
- 15.1.14. The management committee will meet at least three (3) times a year of which one meeting will count as the AGM.
- 15.1.15. Minutes in the case of a physical meeting or a recording and transcript in the case of virtual or hybrid meeting will be taken at every meeting to record the Executive Committee's decisions.
- 15.1.15.1. The minutes or recording and transcript of each meeting will be made available to Executive Committee members at least two (2) weeks before the next meeting.
- 15.1.15.2. The minutes or recording and transcript shall be confirmed as a true record of proceedings, by the next meeting of the Executive Committee, and shall be duly noted to record by the chairperson.
- 15.1.16. All members of the organisation have to abide by decisions that are taken by the management committee as their elected office bearer's.
- 15.1.17. The Executive Committee nominated, shall hold office until, and shall retire on, the date of the Annual General Meeting following their nomination or appointment.
- 15.1.18. Duties of the Executive Committee shall be defined under as follows:
- 15.1.18.1. Chairperson
- 15.1.18.1.1. The overall co-ordination and control of the organisations affairs, business, interests, and active advancement of objectives of the organisation.
- 15.1.18.1.2. Liaison and negotiation as it relates to the advancement of and protection of the interests of the organisation and its members.
- 15.1.18.1.3. To deal with organisation and member disputes.
- 15.1.18.1.4. To preside at meetings.
- 15.1.18.1.5. To serve as Signatory on the finances.
- 15.1.18.2. Vice-Chairperson
- 15.1.18.2.1. To act in the absence of the Chairperson.

- 15.1.18.2.2. To assist the Chairperson in general and in particular to attend to such defined duties of the Chairperson as may be delegated to him/her.
- 15.1.18.2.3. To form, dissolve, monitor progress and performance and direct the activities of any ad-hoc portfolios or sub-committees created
- 15.1.18.2.4. To assist other executive committee members where possible.
- 15.1.18.3. Treasurer
 - 15.1.18.3.1. To attend to all matters related to finance and organisation expenditure.
 - 15.1.18.3.2. Provide the Executive Committee with breakdown of expenditure.
 - 15.1.18.3.3. To serve as Signatory on the finances.
- 15.1.18.4. Secretary
 - 15.1.18.4.1. To act in the absence of the Chairperson and Vice-Chairperson.
 - 15.1.18.4.2. To keep a register of members in good financial standing with the organisation.
 - 15.1.18.4.3. To perform all duties as are imposed upon him/her by the Chairperson or Vice-Chairperson.
 - 15.1.18.4.4. To serve as a Signatory on the finances.
- 15.1.18.5. Logistics Officer
 - 15.1.18.5.1. To ensure all equipment is in good and safe condition for organisation events.
 - 15.1.18.5.2. To ensure that there is enough equipment for necessary setup of events.
 - 15.1.18.5.3. To accept responsibility of equipment and ensure that if equipment is used at other events it is returned to the respective storage and is stored neatly.
 - 15.1.18.5.4. To keep an asset register.
- 15.1.18.6. Safety/Training Officer
 - 15.1.18.6.1. To ensure all safety protocols are followed at all organisation events.
 - 15.1.18.6.2. To ensure all new shooter orientation is done prior to new members taking part in organisation events.
 - 15.1.18.6.3. To plan new shooter orientation events and communicate the dates to the Secretary.
- 15.1.18.7. Technology Officer
 - 15.1.18.7.1. To deal with IT requirements within the organisation.
 - 15.1.18.7.2. To calculate scores and results of all organisation shooting events.
 - 15.1.18.7.3. To maintain a record of the results of all shoots for the Executive Committee to determine the allocation of trophies and awards.
- 15.1.18.8. SAPSA Representative
- 15.1.18.9. To attend KZNPSA meetings and communicate back to SAPSA affiliated club members.
- 15.1.18.10. To manage club obligations to KZNPSA and events.
- 15.1.19. A vacancy on the Executive Committee shall occur in the event of:
 - 15.1.19.1. Death.
 - 15.1.19.2. Medical incapacitation.
 - 15.1.19.3. A vote of no-confidence.
 - 15.1.19.4. Disciplinary action.
 - 15.1.19.5. Written resignation.
 - 15.1.19.6. Absence without leave for more than two properly constituted consecutive meetings. Provided that the two meetings occurred during a period not less than thirty days apart.

- 15.1.20. The Executive Committee will follow succession, namely:
- 15.1.20.1. The Secretary will assume Vice Chairperson, if there is a vacancy for Vice-Chairperson,
- 15.1.20.2. The Vice Chairperson will assume Chairperson, if there is a vacancy for Chairperson,
- 15.1.21. The Executive Committee may appoint any member who is in financial good standing with an affiliation to an organisation affiliated body as per Article 11 to fill a vacancy that has occurred in its ranks though a vote held no later than thirty days (30) from when the vacancy occurs.
- 15.2. Sub-committees:
- 15.2.1. The Executive Committee may instruct The Vice Chairperson to form, dissolve, monitor progress and performance and direct the activities of any ad-hoc portfolios or sub-committees created.
- 15.2.2. The Executive Committee and by duly authorised directive to the Vice Chairperson has the right to form sub-committees and/or ad-hoc portfolios for specific projects:
- 15.2.2.1. There must be at least three (3) members serving a sub-committee.
- 15.2.2.2. The interim or final report or decisions that sub-committees take must be given to the Vice Chairperson for ratification by the Executive Committee.
- 15.2.2.3. The Executive Committee must decide whether to agree to them or not at its next meeting.
- 15.2.2.4. This meeting should take place soon after the sub-committee's final meeting.
- 15.2.2.5. By agreeing to decisions the Executive Committee ratifies them.
- 15.3. Other Committees
- 15.3.1. The Executive Committee may form, dissolve, monitor progress and performance and direct the activities other committees as required to deal with specific tasks.
- 15.3.2. There must be at least three (3) members serving such a committee of which at least one (1) Executive Committee member shall serve.
- 15.4. The Executive Committee members will be maintained as per Annexure 3.

ARTICLE 16: DELEGATES

- 16.1. Delegates may be appointed in writing by the Executive Committee to represent the organisations interests at any association or body that the organisation is affiliated to.
- 16.2. Delegates credentials be issued for a specific time period or for a specific purpose.
- 16.3. Delegates who represent the organisation have to be issued with a written mandate by the Executive Committee.
- 16.4. Delegates who represent the organisation may not bind or enter the organisation into any agreement or vote for or against any issue that does not fall within the written mandate.

ARTICLE 17: DELIVERY OF NOTICES

- 17.1. Any notice convening an AGM, SGM or Executive Committee meeting sent by post, email or via a mobile communication platform shall, unless the contrary is proved, be deemed to have been received by the addressee within five (5) days of the date of sending thereof.
- 17.2. The non-receipt by a party of any notice referred to above shall not constitute a ground for the invalidation of the meeting if such meeting was otherwise legitimately constituted and notice was given.

ARTICLE 18: ANNUAL GENERAL MEETINGS

- 18.1. The AGM must be held once a year at least ten (10) months following the organisation's financial year end in person or virtual or hybrid.
- 18.2. The AGM should coincide with the end year shoot in December.

- 18.3. Suitable notice and agenda of such will be distributed at least fourteen (14) days shall be given to all members.
- 18.4. The organisation must deal with the following business amongst others, at its annual general meeting:
 - 18.4.1. Welcome.
 - 18.4.2. Receive member credentials and proxy's.
 - 18.4.3. Establish a quorum and acknowledge apologies.
 - 18.4.4. Agree to the items to be discussed on the agenda.
 - 18.4.5. Read and confirm the previous meeting's minutes with matters arising.
 - 18.4.6. Chairperson's annual report.
 - 18.4.7. Vice Chairperson's annual report.
 - 18.4.8. Treasurer's annual report.
 - 18.4.9. Secretary's annual report.
 - 18.4.10. Logistics Officer's annual report.
 - 18.4.11. Safety/Training Officer's annual report.
 - 18.4.12. Technology Officer's annual report.
 - 18.4.13. SAPSA Representative's annual report.
 - 18.4.14. Committee reports.
 - 18.4.15. Changes to the constitution for consideration and referral to SGM.
 - 18.4.16. Honorary Member and Honorary Life Member awards
 - 18.4.17. Election of the Executive Committee through accepting nominations and voting.
 - 18.4.18. General.
 - 18.4.19. Close the meeting.
- 18.5. The AGM will also consider the financial situation of the organisation and shall instruct and/or make recommendations to the newly elected Executive Committee regarding its functions for the ensuing year.
- 18.6. The minutes or recording and transcript of the AGM will be taken and kept for record purposes for a period of at least eight (8) years.
- 18.7. Voting at the AGM;
 - 18.7.1. Each member present will be entitled to one (1) vote.
 - 18.7.2. The majority (50%+1) will ratify a decision or a motion or elect a member to the Executive Committee.
- 18.8. Written proxy may be granted to a member present by a member who is unable to attend.
 - 18.8.1. The maximum proxy that a member may represent will be limited to one (1).

ARTICLE 19: SPECIAL GENERAL MEETINGS

- 19.1. An SGM call be called by the Executive Committee at any time to be in person or virtual or hybrid.
- 19.2. An SGM may be called by the members at any time to raise concerns or to address a motion of no confidence in the Executive Committee, to be in person or virtual or hybrid.
 - 19.2.1. Such motions must be submitted in writing to the Executive Committee by the majority (50%+1).
- 19.3. Suitable notice and agenda of such will be distributed at least twenty-one (21) days shall be given to all members.
- 19.4. Voting at the SGM;
 - 19.4.1. Each member present will be entitled to one (1) vote.
 - 19.4.2. The majority (50%+1) will ratify a decision or approve a motion or elect a member to the Executive Committee.
 - 19.4.3. The overall two-thirds majority (66.67%+1) will amend the constitution or dissolve the organisation.

19.5. Written proxy may be granted to a member present by a member who is unable to attend.

19.5.1. The maximum proxy that a member may represent will be limited to one (1).

ARTICLE 20: QUORUM AT THE AGM AND AT THE SGM

20.1. At an AGM:

20.1.1. Half plus one (>50%) of the members need to attend the AGM to make decisions that are allowed to be carried forward.

20.1.1.1. This constitutes a quorum.

20.1.2. Should no quorum be present, the Chairperson shall adjourn the meeting for one (1) hour.

20.1.3. Immediate notice shall be given to all members that the AGM has been adjourned for one (1) hour.

20.1.4. After the adjournment the members that are present, irrespective of their number, shall constitute a quorum.

20.1.5. All members present that are in good standing with the organisation shall have equal voting rights.

20.2. At a SGM:

20.2.1. Two-thirds plus one (>66.67%) of the members need to attend the SGM to make decisions that are allowed to be carried forward.

20.2.1.1. This constitutes a quorum.

20.2.2. Should no quorum be present, the Chairperson shall adjourn the meeting for one (1) hour.

20.2.3. Immediate notice shall be given to all members that the SGM has been adjourned for one (1) hour.

20.2.4. After the adjournment the members that are present, irrespective of their number, shall constitute a quorum.

20.2.5. All members present that are in good standing with the organisation shall have equal voting rights.

ARTICLE 21: ELECTORAL PROCEDURES

21.1. The elections of members to the Executive Board shall proceed as follows:

21.1.1. Nominations for the election to the Executive Committee shall be accepted from any Member.

21.1.2. Nominations must be sent to the Secretary no later than seven (7) days before the AGM.

21.1.3. All nominations must be seconded.

21.1.4. The Secretary will ensure that the member nominated is eligible for nomination.

21.1.5. The names of nominees are to be placed on the Agenda of the AGM.

21.1.6. Acceptance by nominated members must be confirmed at the AGM.

21.1.7. If at the AGM only one (1) nomination for any position is presented, those nominated automatically become elected as long as the nominated member accepts and is duly eligible.

21.1.8. Failing receipt of any nominations as indicated above, nominations for the positions shall be accepted from the floor at the AGM as long as the nominated member is present, accepts and duly eligible.

21.2. Awarding of Honorary Membership and/or Honorary Life Membership;

21.2.1. Nominations for the awarding and/or rewarding of Honorary Membership and/or Honorary Life Membership shall be addressed to the Executive Committee and shall be accepted from any Member.

21.2.2. Nominations must be sent to the Executive Committee no later than the fifteenth (15th) day of November each year.

21.2.3. All nominations must be supported with a letter(s) of recommendation that is co-signed by at least five (5) members.

21.2.4. The Executive Committee will ensure that the member nominated is eligible for awarding.

21.2.4.1. Should the member be eligible, the nomination will be ratified at the AGM through a vote.

21.2.4.2. Should the member be ineligible, the nomination will not be presented at the AGM.

ARTICLE 22: INDEMNIFICATION OF OFFICE BEARERS

- 22.1. Members of the Executive Committee, representatives, delegates and every officer of the organisation shall be and are indemnified by the organisation against all proceedings, cost and expenses incurred in connection with the organisation in connection with the execution of their respective duties not arising from their gross negligence, dishonesty, or fraud.
- 22.2. No member nor the Executive Committee shall be personally liable for any *bona fide* act or omission done on behalf of the organisation or in the furtherance of its interests.
- 22.3. The liability of any member or Executive Committee member for the debt(s) of the association is limited to the amount owing by such to the organisation in respect of any outstanding membership, duty, levy or other charge.

ARTICLE 23: DISCIPLINARY MEASURES

- 23.1. The Executive Committee shall where it considers it to be in the interest of the organisation and its objectives, be entitled to:
- 23.1.1. To suspend the membership of any member as per Article 14.
- 23.1.2. To expel and terminate any member as per Article 14.
- 23.1.3. To take other disciplinary measures as may in the circumstances be deemed appropriate as per Article 14.
- 23.1.3.1. A member subjected to disciplinary measures shall be given an adequate opportunity to explain or defend himself/herself.
- 23.1.4. A member who has been expelled from the organisation shall have no claim against the organisation for any property or fees and monies paid.
- 23.2. Grievance Procedure
- 23.2.1. Any member, affiliated organisation and/or affiliated range or member organisation of the organisation having a grievance shall have recourse as follows:
- 23.2.1.1. A written submission stating all relevant facts shall be made within fourteen (14) days of the occurrence giving rise to the grievance, to the Executive Committee member nominated to represent the member, affiliated club, affiliated range or member organisation.
- 23.2.1.2. The relevant Executive Committee member shall submit this to the Secretary, who will distribute the details to the remaining Executive Members within thirty (30) days of receipt thereof.
- 23.2.1.3. An Executive Committee meeting shall be scheduled within sixty (60) days of the Secretary receiving such submission.
- 23.2.1.3.1. The Executive Committee will issue a decision and/or outcome on the matter within fourteen (14) days after.
- 23.2.1.4. If the grievance still exists following the decision of the Executive Committee, a special members meeting shall be convened within thirty (30) days of the above Executive Committee meeting.
- 23.2.1.5. The member shall have the right to Mediation and/or Arbitration following the special members meeting should the outcome and/or decision remain unchanged.
- 23.2.1.6. The final outcome on the Mediation and/or Arbitration, if applicable, will be final and binding on the member and organisation.

ARTICLE 24: MEETINGS

- 24.1. Executive Committee Meetings;

- 24.1.1. The committee shall convene from time to time as required and as far as is practical, with no less than seven (7) days' notice being given via the secretary to the executive committee.
- 24.1.2. The Chairperson and/or the Vice-Chairperson and the executive committee members present will constitute a quorum.
- 24.1.3. The Chairperson and/or Vice-Chairperson and Secretary and/or Logistics Officer will act as Chairperson and Secretary at the meeting respectively.
- 24.1.4. Matters requiring decisions by the Executive Committee shall be decided upon by majority vote.
- 24.1.5. In the event of equality in the votes, the Chairperson shall have a deciding vote which will be cast in addition to his/her deliberate vote.
- 24.1.6. Proper minutes and/or a recording and transcript of the Executive Committee meetings will be taken.

ARTICLE 25: RULES

- 25.1. The organisation and its members shall apply the shooting rules as determined, adapted and accepted from time to time by the Executive Committee.
- 25.2. The rules of the International Practical Shooting Confederation (IPSC) as adopted by the South African Practical Shooting Association (SAPSA) will be used as guidelines.
- 25.3. Range Officers to control the range during Club shoots will be appointed by the Executive Committee.
- 25.4. The Executive Committee shall have the authority to decide on the competence of any member to participate in the organisations shooting activities, as well as their competence to participate as a Club member in provincial leagues and/or National competitions.
- 25.5. Members will be required to show proof of good standing prior to participating in organised Club events, without this proof the member will be classed as a guest and permitted to attend three events in the year.

ARTICLE 26: AFFILIATION TO OTHER BODIES

- 26.1. The Executive Committee may from time to time affiliate the organisation to other bodies and/or associations in furtherance of the objectives of the organisation.
- 26.2. The organisation will affiliate on an annual basis to as per Article 11:
 - 26.2.1. KZNPSA.
 - 26.2.2. KZNPSA is affiliated to the SAPSA, which in turn is Affiliated to IPSC.
 - 26.2.3. These affiliations allow members who are affiliated to this body to participate in shooting matches on the organisations approved ranges and events organised by KZNPSA.
- 26.3. The affiliated ranges are also affiliates to the following additional dedicated sport shooting bodies:
 - 26.3.1. The National Hunting and Shooting Association (NHSA).
 - 26.3.2. International Training Academy (ITA).
- 26.4. Members who are affiliated to the above bodies and affiliated rangers through the membership structure options as per Annexure 2 and are in good standing with the said bodies will be able to acquire points towards their dedicated sport shooter status at club planned events.

ARTICLE 27: FINANCES

- 27.1. Membership fees, donations and other sources shall finance the activities of the organisation.
- 27.2. Membership fees will normally be updated annually as per Annexure 2.
- 27.3. Fees may be adjusted to include new affiliations and amounts from time to time and will be applied prospectively for new members or those who should like to subscribe.

- 27.3.1. Unless expressly included, a new affiliation or tier will not form part of or upgrade an existing membership.
- 27.3.2. No substitutions or “unbundling” may be done without the Executive Committee’s written approval.
- 27.4. The Executive Committee and the Treasurer shall administer all financial matters in a controlled and responsible way and shall keep suitable records for a period of at least eight (8) years.
- 27.5. A banking account in the name of the organisation will be used for which the signature of the Chairperson and the Treasurer shall be sufficient.
- 27.6. The Executive Committee shall use the funds of the organisation to further the objectives of the organisation.
- 27.7. Sponsorship of events and/or individuals is permitted at the sole discretion of the Executive Committee.
- 27.8. The Executive Committee shall not be entitled to remuneration from the organisation for their services as such but will be exempt from paying any form of membership fees.
- 27.9. The Executive Committee shall, budget permitting and on decision of the Executive Committee be sponsored for SAPSA/KZNPSA annual fees.
- 27.10. Once a year, and prior to the AGM, a person or firm who is suitably qualified and competent and is not a member of the Executive Committee nor a member of the organisation or any similar organisation shall perform an Independent Review of the organisations financial records.
- 27.11. The organisation will not require an Statutory Audit nor a Voluntary Audit to be conducted by member of the Independent Regulatory Board for Auditors (IRBA).
- 27.12. Financial records shall be presented to the organisations members at the AGM.

ARTICLE 28: AMENDMENT OF THE CONSTITUTION

- 28.1. The Constitution may be amended at a SGM of the organisation by a 66.67% (2/3) majority of votes of those members who have duly constituted a quorum.
- 28.2. Any proposed changes of the constitution shall be submitted to the AGM or the Executive Committee in writing and available to the members for their perusal in advance to a SGM.

ARTICLE 29: DISSOLUTION

- 29.1. The organisation may be dissolved at a SGM of the organisation by a 66.67% (2/3) majority of votes of those members who have duly constituted a quorum.
- 29.2. When the organisation closes down it has to pay off all its debts and abandon all its contracts and agreements whether written, verbal or tacit subject to prevailing legislation at the time, the Executive Committee will negotiate with the relevant stakeholders on the distribution of all assets of the organisation after liabilities and/or claims, if any, have been satisfied and will also decide on the application of the proceeds.
- 29.3. If there is property and or surplus funds it will not be distributed or donated to Executive Committee, members or office bearers of the organisation.
- 29.4. The property and or surplus funds may be donated to another non-profit organisation or non-profit company that has similar objectives and this recipient organisation will be ratified by two-thirds of the members present.

ARTICLE 30: INDEMNITY AND LIMITATION OF LIABILITY

- 30.1. Assumption of Risk
- 30.1.1. All members, visitors, guests, competitors, officials, and any other persons participating in activities of the organisation acknowledge that participation in sports shooting and related activities of the organisation involves inherent risks, including but not limited to personal injury, death, loss, or damage to property.

- 30.1.2. Participation in any Club activity is entirely at the individual's own risk.
- 30.2. Indemnity
- 30.2.1. Every member and participant hereby indemnifies and holds harmless the organisation, its directors, executive committee, committee members, employees, range officers, volunteers, and agents against any and all claims, demands, actions, proceedings, damages, losses, costs, and expenses, including legal costs on an attorney-and-client scale, arising from or in connection with:
- 30.2.1.1. Personal injury or death;
- 30.2.1.2. Loss of or damage to property;
- 30.2.1.3. Any act or omission by the member or participant;
- 30.2.1.4. Participation in any Club activity, whether on Club premises or elsewhere.
- 30.3. Limitation of Liability
- 30.3.1. The organisation and its representatives shall not be liable for any injury, loss, death or damage sustained by any person arising from participation in Club activities.
- 30.4. Damage to Club Property
- 30.4.1. Any member or participant who causes damage to Club property, equipment, or facilities, whether intentionally or negligently, shall be liable for the full cost of repair or replacement.
- 30.5. Compliance with Laws and Safety Rules
- 30.5.1. All members and participants agree to comply strictly with applicable firearm legislation, range rules, safety protocols, and instructions issued by range officers or authorised officials.
- 30.5.2. Failure to comply may result in disciplinary action in addition to any legal consequences.
- 30.6. Binding Effect
- 30.6.1. This indemnity shall be binding upon all members, their heirs, executors, administrators, and assigns, and shall apply to all Club activities, events, training sessions, competitions, and use of Club facilities.

ARTICLE 31: APPROVAL AND ACCEPTANCE OF THE CONSTITUTION

- 31.1. This constitution was approved and accepted as the constitution for UBIQUE SHOOTING CLUB NPC.
- 31.2. At a Special General Meeting held on 11th of February 2026.

Director, Chairperson and member:



Director, Secretary and member:

T Viviers

Director, Treasurer and member

