



CENTRAL GAUTENG CYCLING

CONSTITUTION



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1 INTERPRETATION AND QUALIFICATIONS

- 1.1 Should any dispute or doubt arise as to the interpretation or meaning of this constitution or any rules or regulations of CGC, the Executive shall be the final arbiter and its decision shall be binding upon Affiliates and members.
- 1.2 In this constitution, unless clearly inconsistent with the context, references to the male gender include the female gender and the singular includes the plural.

The following terms are defined within this Constitution:

- i. The term “CGC” shall mean CENTRAL GAUTENG CYCLING.
- ii. The term “CSA” shall mean CYCLING SOUTH AFRICA.
- iii. The term “UCI” shall mean UNION CYCLISTE INTERNATIONALE
- iv. The term “Executive” shall mean the Executive Committee of CGC.
- v. The term “Affiliate” shall apply to any Club, Association or any Body affiliated to CGC
- vi. The term “Member” shall apply to any member of the said Clubs, Associations or Bodies.
- vii. The term “MTB” shall mean Mountain Biking in all its forms
- viii. The term “BMX” shall mean Bicycle MotorCross in all its forms
- ix. The term “CFP” shall mean Core Function Portfolio
- x. The term “Office Bearer” shall apply to any member appointed in an official capacity within the CGC structure
- xi. The term “AGM” shall mean Annual General Meeting
- xii. The term “EGM” shall mean Extraordinary General Meeting

2 NAME AND LEGAL PERSONALITY

- 2.1 The name shall be “CENTRAL GAUTENG CYCLING” the constitution whereof shall be the rules herein set out, subject to any amendments which may from time to time be made.
- 2.2 The CGC will be a distinct and separate legal entity and body corporate, with the power to acquire, to hold and to alienate property of every description whatsoever, and with capacity to acquire rights and incur obligations and having perpetual succession.
- 2.3 Membership of CGC does not and shall not give to any Affiliate any right, title, interest, claim or demand in or to any of the monies, property, revenue or assets of CGC, but only confers upon such Affiliates the right and privilege of enjoying the amenities of CGC, subject to such charges and reasonable restrictions as the Executive may from time to time impose, and subject to the regulations and by-laws in force for the time being.
- 2.4 The liability of Affiliates is limited to the amount of unpaid subscriptions or other monies owing by them to CGC.
- 2.5 CGC is a sporting organization, the income and property of which shall be applied solely towards the promotion of the vision, mission and objectives of CGC as set forth in this Constitution and no portion thereof shall be alienated, disposed of, paid over or transferred, directly or indirectly, to any members of CGC other than payments made in good faith as honoraria or as remuneration for services actually rendered to CGC.
- 2.6 The CGC shall be entitled to use an abbreviated form of its name where appropriate, including the letters “CGC”.

3 LANGUAGE OF CGC

- 3.1 The language of communication of CGC, whether written or oral, shall be English, provided that the Executive may from time to time agree that another language be used in some instances.



4 NO DISCRIMINATION

- 4.1 The CGC does not permit any political, religious, gender or racial discrimination within its membership. In relations between themselves, and within their own activities, Affiliates and members must also conform to such non-discrimination.

5 AREA OF JURISDICTION

- 5.1 Areas of Jurisdiction shall be as defined by CSA.

6 AFFILIATION

- 6.1 The CGC shall be affiliated to CSA which in turn is affiliated to the world body of cycling UCI.

7 MEMBERSHIP

- 7.1 Membership shall be open to any bona fide Cycling Club or Body, regardless of the race or creed, having as one of its objectives the fostering of cycling, willing to comply with the rules, regulations and by-laws of CGC, CSA and UCI as existing from time to time, subject to the approval of the Executive.
- 7.2 Further, this willingness must be indicated in the constitution of the Club or Body applying for affiliation.
- 7.3 Honorary life members as defined in section 49.

8 FEES AND DUES

- 8.1 The Annual affiliation fee from each Affiliate shall be such sums as the Executive may from time to time determine.
- 8.2 All affiliation fees shall become due on the First day of January each year. Should any Affiliate fail to make payment of its Subscriptions within one month of it becoming due CGC shall have the right to suspend such Affiliate and to deal with same and its members in such a manner as CGC may decide. The CGC may, however, reinstate an Affiliate on payment by such Affiliate of its affiliation fees in arrears and any other amounts owing to CGC, on such conditions as the Executive may deem fit.
- 8.3 All subscriptions shall be payable in such a manner as may be decided by the Executive.
- 8.4 A receipt signed by the Finance CFP of CGC or by any other person authorized thereto by the Executive, shall be sufficient discharge for any monies due to CGC.

Membership of CGC consists of :

- 8.5 Club memberships (Affiliates), being groups of cyclists who have formed an association or club and who have agreed to be bound by this Constitution and any rules and regulations made hereunder, and provided that such Affiliate consists of ten or more members and its constitution is not inconsistent with this constitution; and
- 8.6 any other class of membership be it temporary or permanent, as may be determined from time to time by the Executive.



9 OBLIGATIONS OF MEMBERSHIP

- 9.1 Affiliates who obtain membership as envisaged in section 7 are bound by, and undertakes to require all its members to be bound by, this Constitution, any rules and regulations made in terms of this Constitution and any decision of any committee, body or person authorized in terms of this constitution to take the decision.
- 9.2 No Affiliate or member of CGC shall be absolved from the effect and application of the Constitution and any rules or regulations made under the Constitution by reason of the fact that they may not have received a copy thereof.
- 9.3 All Affiliates and members of CGC undertake to abide by any drug control policy adopted by the UCI, CSA or any other body to which CGC may affiliate.
- 9.4 Upon affiliation, as provided for in this constitution, the Affiliate shall from time to time supply the Secretary of CGC with any alterations in its Constitution. Such alterations shall not conflict with the Constitution or By-laws of CGC.
- 9.5 Every Affiliate, their members and all competitors shall at all times be subject to this Constitution and the rules and by-laws of CGC.

10 APPLICATIONS FOR MEMBERSHIP

- 10.0 Any Affiliate as contemplated in section 7 wishing to affiliate to CGC must apply in writing to the Executive in the manner and form prescribed by the Executive from time to time.
- 10.2 An application for affiliation must be considered and decided by the Executive which may, in its absolute discretion, refuse any application. All applications for affiliation must be made in writing to the Secretary of CGC and must be accompanied by a true copy of the Constitution of such Affiliate, together with its colors, list of officers and affiliation fee. Should such application not be accepted the affiliation fee shall be refunded.
- 10.3 Each member will receive a membership card (license) and such membership shall be valid for one calendar year, or part thereof, until 31 December of each year, provided that such membership will automatically be renewed annually from the beginning of CGC's financial year and provided that an annual membership fee of the member is paid by not later than 30 days after the beginning of each financial year of CGC.
- 10.4 License fees for each class of member must be determined at each Annual General Meeting of CGC in accordance with the structure laid down by CSA.
- 10.5 The Executive must keep a record of all members of CGC.
- 10.6 No Affiliate or member shall be entitled to any refund, whether in part or in full, of any affiliation/membership fees paid by them should they terminate their affiliation/ membership for any reason. The same applies to any Affiliate or member that is expelled, suspended or terminated as provided for in this Constitution.

11 MEMBERSHIP COLORS AND INSIGNIA

- 11.1 Every Affiliate shall register its Colors with CGC and CSA shall at all times be subject to the approval of CGC and CSA.
- 11.2 No Affiliate shall adopt colors which resemble the colors of CGC, CSA or UCI.

12 CGC HEADQUARTERS

- 12.1 The Headquarters of CGC shall be the address as agreed by the Executive.



13 CGC COLOURS

- 13.1 The colours of CGC shall be Red, White and Black.
- 13.2 The badge of CGC shall be a red Rampant Lion enclosed in Red circle with the legend "CENTRAL GAUTENG CYCLING".

The example below refers:-



- 13.3 The above badge is to be worn on a black blazer.

14 CGC VISION, MISSION AND OBJECTIVES

- 14.1 The CGC has as its vision, mission and objectives, the promotion, growth, development and for these purposes, the control, of cycling in all its forms, including but not limited to:
 - 14.1.1 competitive road racing and time trials;
 - 14.1.2 track cycling;
 - 14.1.3 competitive and recreational off-road cycling including cross country mountainbiking and downhill mountain biking;
 - 14.1.4 every kind of BMX cycling;
 - 14.1.5 recreational cycling including the UCI concept of "Cycling For All"
 - 14.1.6 commuting;
 - 14.1.7 touring.
 - 14.1.8 to remain vested with the sole right to select individuals and teams to represent the CGC nationally including but not limited to the South African National Championships, inter-provincial events and to award Provincial Colors;
 - 14.1.9 To promote and encourage cycling in the Central Gauteng and to protect the interests and safety of cyclists.
 - 14.1.10 To manage and control licensed competitive cycling in Central Gauteng and to frame and enforce rules and regulations for this purpose, provided they do not conflict with any of the CSA and UCI Rules and Regulations.
 - 14.1.11 To exercise jurisdiction over all Affiliates or associated bodies or organizations.
 - 14.1.12 To control cycling championship meetings, to maintain official records of performances, and to appoint officers, and officials for these purposes.
 - 14.1.13 arrange, and assist Affiliates to arrange, cycle tours, fun rides, races and outings;
 - 14.1.14 co-ordinate road cycling races, tours, fun rides and outings organized by its Affiliates;
 - 14.1.15 maintain an amicable relationship with all Affiliates and members, nurturing a spirit of friendly rivalry in competition;
 - 14.1.16 to achieve the secondary objectives more fully dealt with elsewhere in this Constitution.
 - 14.1.17 To do all things and to engage in all activities deemed necessary for the attainment of these objectives.



15 CGC EXECUTIVE COMPOSITION

- 15.1 The management and control of the affairs of CGC shall be vested in an Executive consisting of 15 (fifteen) members who have been members of CGC for at least 12 months. Committee shall serve a period of office as hereinafter provided.
- 15.1 The CGC secretary shall be appointed by the Executive as hereinafter provided.
- 15.2 The Executive shall consist of the following office bearers:
- 15.2.1 Chairman
 - 15.2.2 Vice-Chairman
 - 15.2.3 Treasurer
 - 15.2.4 Road Commissioner
 - 15.2.5 MTB XCO Commissioner
 - 15.2.6 MTB XCM Commissioner
 - 15.2.7 Technical Commissioner – Road
 - 15.2.8 Technical Commissioner – MTB
 - 15.2.9 Track Commissioner
 - 15.2.10 Para Cycling Commissioner
 - 15.2.11 Rider Representative
 - 15.2.12 Youth Transformation and Development (YT&D) Commissioner
 - 15.2.13 Coaching Commissioner
 - 15.2.14 BMX Representative
 - 15.2.15 Schools Representative
- 15.3 The Executive may designate additional portfolios from time to time as it deems fit.
- 15.4 The election of members of the Executive:
- 15.4.1 The election of the Chairman shall be done at the AGM, as provided for in section 19.
 - 15.4.2 The Vice Chairman shall be appointed at the first meeting after the Annual General Meeting, as provided for under section 19.
 - 15.4.3 Election of vacant Executive office bearer's referred to in 15.3.3 to 15.3.11 shall take place annually at the AGM.
 - 15.4.4 Elected Executive office bearers may serve for a period of two (2) years.
 - 15.4.5 YT&D and Coaching Commissioners will be elected from within the YT&D and Coaching representatives in the various commissions and presented for ratification and appointment by the Executive at the AGM or at the next General Meeting.
 - 15.4.6 Schools and BMX representatives shall be elected from within their respective Provincial or Regional structures and presented for ratification and appointment by the Executive at the AGM or at the next General Meeting.
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16 FILLING OF VACANCIES AND CO-OPTING OF MEMBERS

- 16.1 The Executive may fill any vacancy provided that the total number of Executive members shall not exceed fifteen (15).
- 16.2 Any member co-opted to the CGC shall hold office until the next AGM when he shall retire and be eligible for re-election if he so qualifies in terms of this Constitution.



17 VACATION OF OFFICE

- 17.1 A member shall cease to hold office as an Executive member if :
- 17.1.1 by notice in writing he resigns his office;
 - 17.1.2 he is or becomes of unsound mind or surrenders his estate as insolvent;
 - 17.1.3 he is convicted of an offence which involves dishonesty;
 - 17.1.4 he absents himself from 3 (three) consecutive meetings of the committee without leave of absence; or
 - 17.1.5 by resolution of a general meeting of CGC he is removed from his office;
 - 17.1.6 he is suspended from office by the Executive and a general meeting of CGC has been called at which his continued membership of the Executive will be considered.

18 EXECUTIVE MEETINGS AND PROCEDURES THEREAT

- 18.1 The Executive shall meet at such times and place as shall be decided by it from time to time, provided that it shall meet at least once every 3 (three) calendar months.
- 18.2 Special meetings of the Executive may be called by the Chairman or, in his absence, the Vice-Chairman. Three Executive members may at any time convene a meeting of the Executive by giving notice to the other Executive members.
- 18.3 Notice, either oral or written, of any meeting shall be given to all Executive members as are within the Republic of any proposed meeting not less than 10 (ten) days before the proposed meeting, which notice shall specify the reason for calling such a meeting; provided that in cases of emergency such shorter notice as is reasonable in the circumstances may be given.
- 18.4 Not less than half of the members of the Executive shall constitute a quorum at any meeting. If a quorum is not present within 15 (fifteen) minutes of the appointed time, such meeting shall stand adjourned to the same place, time and day of the following week. If at the adjourned meeting the number of members is below the number necessary to form a quorum, the members attending will form a quorum.
- 18.5 If the Chairman vacates his office or is removed there from by members at a general meeting, then the Vice-Chairman shall automatically become the chairman and shall hold office for the remaining period in respect of which the first mentioned Chairman was elected. The Executive shall then elect a new Vice-Chairman at the meeting following immediately upon the vacation of office by the former Chairman.
- 18.6 All matters at any committee meeting shall be determined by a majority of those present and voting. In the event of an equality of votes, the Chairman of any meeting shall have a casting as well as a deliberative vote.
- 18.7 The Executive shall keep minutes of its meetings.

19 ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

- 19.1 The Chairman shall be elected at the Annual General Meeting. The Vice-Chairman shall be appointed by the Executive at their first meeting after the Annual General Meeting at which they were elected. The Vice-Chairman shall be an elected member of the Executive.

20 DUTIES

- 20.1 The Executive shall frame rules and regulations governing any matters falling within the scope of CGC.



21 GOVERNANCE

- 21.1 All Press statements or releases on policy; the release of names of selected teams and other matters of a major nature shall only be made with the prior approval of the Executive and by such persons as it shall nominate (and failing nomination, the Chairman).
- 21.2 The accidental omission to give notice of any meeting to any person or persons entitled to be present thereat shall not, ipso facto, invalidate the proceedings at that meeting. Any member absent from any meeting as a result of such accidental omission shall only be entitled to challenge the proceedings at that meeting and any resolutions passed in terms thereof provided that he can establish substantial prejudice to himself and provided further that he can establish that, had he been present, any resolution/s which was or was not passed might well have been passed or not passed, as the case may be.

22 CGC CAPACITY AND POWERS

The following section should be read in conjunction with the CGC Operations model as depicted in “Appendix A”

CGC shall have full capacity, power and authority to carry out its vision, mission and objectives. These powers and the responsibilities that go with them, shall be exercised by:

- 22.1 The Executive which is the supreme organ of CGC whose function it is to set policy; elect Office Bearers of CGC and oversee their functions and carry out functions stipulated elsewhere in this Constitution;
- 22.2 The CGC Commissions consisting of: Road; Track; MTB; BMX; are responsible for administering their respective portfolios provincially and accountable to the Executive in the first instance and the Core Function Portfolios in the second instance;
- 22.3 The Core Function Portfolios consisting of: Finance, Development, Officials, Recreational, Disabled, Administration and Governance, and Safety.
- 22.4 Other portfolios may be created by the Executive from time to time for specific requirements associated with the achievement of the defined CGC vision, mission, goals and objectives.

Without limiting the generality of the foregoing, CGC shall also have the power to :

- 22.5 control and manage the affairs and funds of CGC in conformity with this Constitution and the By-Laws, and in exercising such control and management the Executive may expend as it deems fit such monies as may be considered necessary to accomplish the purposes of CGC, and to report at each Annual General Meeting the reasons for such expenditure.
- 22.6 purchase, own, dispose of and otherwise deal with movable and immovable property;
- 22.7 sue or be sued in its own name;
- 22.8 establish rules and regulations, not inconsistent with this Constitution, for the admission, suspension and termination of membership of CGC;
- 22.9 establish rules and regulations for the governance and conduct of cycling events and activities;
- 22.10 take measures to develop the skills and competence of cyclists through the acquisition and implementation of coaching techniques and training systems and programmes;
- 22.11 collect, publish and disseminate information about cycling;
- 22.12 take disciplinary action against any Affiliate or member;
- 22.13 uphold any sentence passed on any individual or body by CSA, UCI or any other cycling or



- sporting body provided it is not in conflict with the defined CGC constitution;
- 22.14 operate banking accounts with all powers required by such operation;
- 22.15 determine and levy fees and levies payable by members, Affiliates and cycling event organizers, including ride levies and membership fees payable by Affiliates and members for membership to CGC;
- 22.16 employ and pay agents, servants and any other parties;
- 22.17 make, amend and repeal rules and regulations which shall be binding upon members as if they form part of the Constitution;
- 22.18 appoint temporary or permanent committees and delegate to such committee such powers and functions as CGC may determine.
- 22.19 The Executive shall have the power to delegate some of its functions to Office Bearers or sub-Committees, from time to time, as it deems fit.
- 22.20 The Chairman shall chair all Executive meetings or failing him the Vice-Chairman
- 22.21 In carrying out its functions, the Executive shall have the role and responsibility of:
- 22.21.1 Acquiring by purchase, lease, exchange, or in any other manner whatsoever immovable or movable property of any kind whatsoever situated, or any right or interest in any immovable or movable property of constructing, demolishing, reconstructing, altering, or improving, decorating furnishing, or maintaining offices, houses, recreation grounds, pavilions, halls, buildings, works and conveniences and by consolidating or connecting or sub-dividing properties by leasing and disposing of same.
 - 22.21.2 Letting out on hire, CGCs grounds and/or buildings or any other erections there onfor any purpose whatsoever.
 - 22.21.3 To grant permission to unaffiliated bodies to conduct sports meetings on payment of a fee prescribed by the Executive
 - 22.21.4 Conduct, hold and promote all classes of pastimes, games, amusements, show matches, competitions, exhibitions, lectures, entertainment, and the like, and otherwise to use the CGCs property and rights and to offer, give and contribute towards prizes, awards, distinctions, cups and other awards.
 - 22.21.5 Hold enquiry in regard to objectives, protests, the conduct of cyclists, clubs or sports promoting bodies and to deal with such matters in accordance with the objects of this CGC.
 - 22.21.6 Do all such other manner of things as may be considered expedient in the management of the affairs of CGC and for the carrying out of the objects and rules thereof and of those of CSA.
 - 22.21.7 Lend, Invest or otherwise deal with the monies of CGC not immediately required, upon such securities and in such manner as may from time to time be determined, and to purchase or otherwise acquire and hold for the purpose of investment any lands, bonds, or securities issued by local, Municipal, public, Provincial or Government body and to realize and dispose of same.
 - 22.21.8 Sell, let or hire, exchange or otherwise dispose of or mortgage, or otherwise deal with or turn to account, and upon such terms as may be expedient, all or any part of the property, rights, privileges, undertakings or business of CGC, and to accept payment therefore, in such manner as may be thought expedient and proper.
 - 22.21.9 Enter into any arrangement with any government or authorities supreme, municipal local or otherwise that may obtain from any such government or authority, any right privileges, and concessions which CGC may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
 - 22.21.10 Grant permission to affiliates or sports promoting bodies to hold cycling meetings



- under permit from CGC and against payment of such permit fees as may from time to time be decided upon by the Executive.
- 22.21.11 preparing an annual business plan consistent with the vision, mission and objectives of this Constitution and applicable policy guidelines and instructions, if any, set by the AGM;
- 22.21.12 preparing and implementing an annual income and expenses budget for CGC as a whole;
- 22.21.13 assisting the Commissions in the preparation of their annual business plans and budgets, overseeing their implementation and generally monitoring and controlling the affairs of the Commissions;
- 22.21.14 obtaining additional sources of income for CGC through national and other sponsorships and generally raising funds as deemed fit or as instructed by Congress;
- 22.21.15 where desirable, developing events for CGC on its own or in partnership with others and if deemed fit, obtaining equity stakes therein;
- 22.21.16 where desirable, developing appropriate means of communication with cyclists and the public generally so as further to promote CGC and cycling generally through all mediums including on the Internet; in writing through newsletters or magazines; on radio and television on its own or in partnership with others and obtaining equity stakes in such ventures;
- 22.21.17 developing the infrastructure of cycling provincially but at the same time respecting the reasonable autonomy of the Affiliates;
- 22.21.18 liaising with State Departments and other organs of Government; para-statals and international cycling bodies including the UCI, SASCOC and other national bodies;
- 22.21.19 concluding contracts with any third parties whatsoever and binding the credit of CGC;
- 22.21.20 instituting or defending legal proceedings in the name of CGC;
- 22.21.21 liaising with the Affiliates;
- 22.21.22 generally carrying out the vision, mission and objectives of CGC;
- 22.21.23 licensing cyclists and setting fees for licenses; setting fees for club sponsorships and rider sponsorships and event fees on a per rider basis or as the Executive deems fit but subject to the express provisions of this Constitution and the instructions of the AGM;
- 22.21.24 controlling the design, form and award of the provincial championship jerseys; CGC's colours and other intellectual property belonging to it;
- 22.21.25 disciplining Affiliates and cyclists through sub-Committees which may consist of members of the Executive or co-opted members;
- 22.21.26 employing staff, consultants and others and terminating their services upon such terms as the Executive deem fit where desired.

23 ELECTION OF THE EXECUTIVE

- 23.21 Notice of persons being nominated for the Executive must be submitted to the Secretary two (2) weeks prior to the Annual General Meeting (AGM).
- 23.22 Should 9 (nine) nominations not be submitted in this period of time then further nominations for persons wishing to serve on the Executive may be made from the floor at the AGM. These nominations must be seconded.
- 23.23 Each elected Executive member shall hold office for the period concluding with the date of the first AGM of CGC after that in which he was appointed and upon the 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.



24 SECRETARY

- 24.21 The Secretary shall be appointed by the Executive in February of each year, and shall hold office for the period concluding with the date that the new Secretary is appointed in the following year.
- 24.22 The Secretary shall be responsible for causing Minutes of meetings to be taken, recorded and distributed and for the drafting of Agendas and all notices convening meetings.
- 24.23 The Secretary shall elect, collate and distribute all correspondence addressed to CGC.

25 COMMISSIONS

The following section should be read in conjunction with the CGC Operations model as depicted in “Appendix A”

- 25.1 There shall be 4 (four) Commissions constituting subsidiary organs of CGC whose objectives and powers are set out hereafter but always subject to the overall direction, control and supervision of the Executive to whom the Commissions shall, in the first instance, be accountable.
- 25.2 A Director of a Commission thereby assumes responsibility for the affairs of the Commission he chairs but remains accountable to the Executive and subject to its overall control.
- 25.3 The Commissions shall be as follows:
 - 25.3.1 Road
 - 25.3.2 Track
 - 25.3.3 MTB
 - 25.3.4 BMX
- 25.4 Each commission’s committee shall consist of a Chairperson to be known as a Director and 3 (three) additional Commissioners, one of whom shall be a member of a previously disadvantaged community in the Republic of South Africa.
- 25.5 Commission Chairpersons (Directors) shall be elected at the CGC AGM and shall hold office for 1 (one) year and be eligible for re-election for a consecutive term in line with the AGM election process described within this constitution.
- 25.6 Commissioner Chairpersons be nominated by the Affiliates and/or the Executive and elected at the AGM as elsewhere provided.
- 25.7 A CSA Statutory Commissioners' Congress is held annually (THREE) days prior to the CSA Statutory Congress, for the purposes of enabling Commissioners to discuss common affairs and to facilitate and co-ordinate their respective portfolios. The elected Commission Directors are bound to attend this Congress to represent the interests of the CGC Commission. A representative from the Executive may be appointed to fulfil this function on behalf of the Commission Director should he not be able to attend the Congress.
- 25.8 Commissions shall each set their own procedures regarding the notice and convening of Commission meetings, setting of agendas and like matters and it shall be the role and responsibility of the Chairperson (Director) of each Commission to ensure that these procedures are in place and are adhered to. Meetings are to be held at least monthly, minutes kept of all Commission meetings and copied to the Executive.
- 25.9 Each Commission shall have the role and responsibility of administering their aspect of the sport (e.g. road) on a provincial basis subject to the instruction and direction of the Executive in the form of the Core Function Portfolios.
- 25.10 In so doing each Commission shall:



- 25.10.1 carry out the duties assigned elsewhere to the relevant Commission in this Constitution;
- 25.10.2 not have control of any finances; the power to bind CGC in contract or otherwise or incur any obligations on behalf of CGC save with the prior written consent of the Executive, it being envisaged that the Executive may approve a limited income and expenses budget for a Commission; allocate funding to a Commission and empower a Commission to open a separate banking account in the name of such Commission for the purposes of holding such funds and withdrawing same from time to time as and when required but no overdraft or other borrowing authority or powers shall be permitted.
- 25.11 Cyclists falling under the ambit of a Commission requiring selection for provincial or national competitions shall be selected by the Selection Commissioners elected by the Commission. Each Commission is required to elect 3 (three) selectors who will form a Selection Committee to deliberate all selections based on set criteria.
- 25.12 Each Commission is required to set objective, measurable qualification criteria for selections. The criteria are to be documented and circulated to all Commissions and the Executive.
- 25.13 Each Commission is to ensure that the selection criteria are published on the relevant Commission section of the CGC website.
- 25.14 If required by the Executive the Commission must be able to provide written and quantified reasons for any selections made. Commissions are therefore responsible for keeping track of and documenting all selections made.

26 SUB-COMMITTEES

- 26.1 The Executive may appoint further sub-committees for any purpose deemed necessary. The Executive shall receive and deal with reports from such sub-committees.
- 26.2 The Executive may co-opt further members onto the Executive for a period of time as may be set by the Executive. These members shall not be entitled to vote at any CGC meeting except as here in before or after provided.

27 AUDITOR AND LEGAL PROCEEDINGS

- 27.1 An Auditor shall be appointed annually by the Executive at the AGM.
- 27.2 The Chairman and Secretary in their capacity as for the time being, shall be Trustees of and for all interest and purposes, legal holders of all moneys, cups, and other property of CGC, and shall deal with same as the Executive may from time to time decide.
- 27.3 The Executive may institute and defend legal proceedings.

28 DELEGATES

- 28.1 The delegates from CGC to any CSA Congress or CSA General Meeting shall as far as practicable be selected from the Executive.

29 MINUTES

- 29.1 A true and correct record of all meetings of the Executive shall be kept by the Secretary, of all business deals with and all matters discussed and voted on.



30 ANNUAL GENERAL MEETING

30.1 NOTICE AND FORMAT

- 30.1.1 The Annual General Meeting of CGC shall be held in the Central Gauteng region between 2 January and 28 February in each year, and not later than thirteen months after the last meeting.
- 30.1.2 Six (6) weeks' notice shall be given to all Affiliates and life members. The omission to send by post any such notice to any Affiliate or life member shall not invalidate the holding of the meeting, or the passing of any resolution thereat.
- 30.1.3 Notices calling the AGM must specify the place, the day and the time of the meeting and set out an agenda of the items to be discussed at the meeting.

30.2 QUORUM

- 30.2.1 Eight delegates, being bona fide members of current Affiliates must be present to form a quorum. i.e. a minimum of eight current Affiliates with accredited delegates must be present to form a quorum as defined in 31.6.
- 30.2.2 Should no quorum be present, the meeting shall be adjourned for seven days at the same time and venue, where those present at the adjourned meeting shall form a quorum.

30.3 AGENDA

The following business will be transacted at the Annual General Meeting.

- (i) Receiving of delegate's credentials;
- (ii) Receiving of apologies;
- (iii) Reading the notice of the meeting;
- (iv) To read and adopt the minutes of the previous Annual General Meeting and to deal with matters arising there from.
- (v) To receive the Chairman's report.
- (vi) To receive the audited Statement of Accounts and Finance CFP report.
- (vii) To appoint or elect the Chairman
- (viii) To appoint or elect the Executive
- (ix) Annual subscription fees;
- (x) To appoint the auditors;
- (xi) To deal with any business of which due notice has been given as herein before provided.
- (xii) Any other business of a general nature.

30.4 MINUTES

- 30.4.1 A true record of the Annual General Meeting shall be kept by the Secretary, of all the business dealt with and all matters discussed and voted on, and shall be circularized to all Affiliates and CSA.
- 30.4.2 The minutes of the Annual General Meeting must be submitted to the first meeting of the Executive after the Annual General Meeting for approval as to being a correct record of the meeting, and shall be circulated to all Affiliates of CGC, but shall only be



submitted at the next Annual General Meeting for confirmation.

30.5 REPORT OF THE EXECUTIVE COMMITTEE AND ACCOUNTS

- 31.5.1 The Executive shall prepare an Annual Report and Statement of Accounts of the year's workings for submission to the AGM.

30.6 REPRESENTATION

- 30.6.1 At every General Meeting of CGC, either Annual or Extraordinary, all Affiliates shall be entitled to one accredited delegate representing the voting rights as defined in this document.

30.7 VOTING

- 30.7.1 At every AGM all Affiliates shall be entitled to one accredited delegate who will represent the voting power apportioned according to the number of members associated with that Affiliate.
- 30.7.2 An Affiliate's delegate's credentials must be presented at the AGM registration on an official Affiliate's letterhead authorized by the Affiliate's chairperson.
- 30.7.3 Affiliates are not permitted to vote by proxy and must accredit a bona fide member from the Affiliate to represent the same.
- 30.7.4 The voting shall be by show of hands unless a ballot be demanded, and the majority of votes shall in all cases decide. In the case of an equality of votes, the Chairman of the meeting shall have a casting vote, in addition to his vote as a member. The result must be made known immediately, including the number of votes for, against and the number of abstentions.
- 30.7.5 At every such meeting every member of the Executive shall be entitled to one vote subject to the following proviso, that, no member of the retiring Committee may vote on the election of the Committee or of any member thereto unless he be a duly appointed delegate from an Affiliate.
- 30.7.6 Honorary Life Members shall have one vote each. No Life Members shall, in addition, be entitled to vote as a delegate.
- 30.7.7 The number of votes per Affiliate delegate is determined by the following formula :

1 Vote per 100 members with a limit of 5 votes per Affiliate

- 30.7.8 The number of votes per Affiliate will be determined by CGC based on current records held by the Secretary 3 days prior to the AGM.
- 30.7.9 Each Affiliate is bound to register all paid up members on the CGC database as defined in section 34.
- 30.7.10 In the case of a member of the retiring Committee being a delegate he will only be entitled to one vote.
- 30.7.11 If more than a quarter of the members attending an AGM so request, a matter must be decided by ballot. The result must be made known immediately, including the number of votes for and against and the number of abstentions.



30.8 POWERS OF CHAIRMAN

- 30.8.1 The Chairman shall have authority on all questions of order, and shall have a deliberative as well as a casting vote.
- 30.8.2 The chairman, or in his absence the vice-chairman, of the Executive shall preside at every AGM of CGC, provided that if neither such chairman or vice-chairman are present, then the members present must choose a chairman from one of the other members of the Executive, or if no such other members of the Executive are present, then from the other members present. Where a person other than the chairman or vice-chairman of the Executive chairs a meeting as contemplated in this paragraph, that person's election as chairman shall terminate at the closure or adjournment of the meeting, whichever occurs first.

31 EXTRAORDINARY GENERAL MEETING

31.1 NOTICE AND FORMAT

- 31.1.1 The Secretary must and shall be compelled to convene an EGM of CGC upon;-
 - (i) A Resolution of the Executive or
 - (ii) His receiving a requisition signed by and on behalf of one third of the Affiliates of CGC. Such requisition shall state the purpose for which the meeting is required.
- 31.1.2 The Secretary shall send out the notice for such a meeting within seven days of receipt of the requisition. The omission to send by post any such notice to any Affiliate or life member shall not invalidate the holding of the meeting, or the passing of any resolution thereat.
- 31.1.3 Notices calling the EGM must specify the place, the day and the time of the meeting and set out an agenda of the items to be discussed at the meeting.

31.2 QUORUM

- 31.2.1 Eight delegates, being bona fide members of current Affiliates must be present to form a quorum. i.e. a minimum of eight current Affiliates with accredited delegates must be present to form a quorum as defined in 32.8.
- 31.2.2 Should no quorum be present, the meeting shall be adjourned for seven days at the same time and venue, where those present at the adjourned meeting shall form a quorum.

31.3 DATE

- 31.3.1 The meeting shall be held on a date not less than seven days or more than fourteen days from the date of the dispatch of the notice

31.4 NOTICE

- 31.4.1 The notice shall be sent to the Affiliates, life members and Executive members, and shall contain the agenda specifying the business which will be transacted at the



meeting.

31.5 VOTING

- 31.5.1 At every EGM all Affiliates shall be entitled to one accredited delegate who will represent the voting power apportioned according to the number of members associated with the affiliate.
- 31.5.2 An Affiliate's delegate credential must be presented at the EGM registration on an official Affiliate's letterhead authorized by the Affiliate's chairperson.
- 31.5.3 Affiliates are not permitted to vote by proxy and must accredit a bona fide member from the Affiliate to represent the same.
- 31.5.4 The voting shall be show of hands unless a ballot be demanded, and the majority of votes shall in all cases decide. In the case of an equality of votes, the Chairman of the meeting shall have a casting vote, in addition to his vote as a member. The result must be made known immediately, including the number of votes for, against and the number of abstentions.
- 31.5.5 Honorary Life Members shall have one vote each. No Life Members shall, in addition, be entitled to vote as a delegate.
- 31.5.6 The number of votes per Affiliate delegate is determined by the following formula:

1 vote per 100 members with a limit of 5 votes per affiliate

- 31.5.7 The number of votes per Affiliate will be determined by CGC based on current records held by the secretary three (3) days prior to the EGM.
- 31.5.8 Each Affiliate is bound to register all paid up members on the CGC database as defined in section 34.
- 31.5.9 If more than a quarter of the members attending an EGM so request, a matter must be decided by ballot. The result must be made known immediately, including the number of votes for and against and the number of abstentions.
- 31.5.10 At every EGM every member of the Executive, life members and Affiliate delegates will be entitled to vote. In the event of an Executive member being a delegate, he will be entitled to one vote only.

31.6 AGENDA

- 31.6.1 An EGM may only raise, discuss and decide such matter as have been duly notified and set out in the notice convening the meeting.

31.7 MINUTES

- 31.7.1 A true record of the EGM shall be kept by the Secretary, of all the business dealt with and all matters discussed and voted on, and shall be circularized to all Affiliates and CSA.

31.8 ADJOURNMENT

- 32.8.1 If within 15 minutes from the time appointed for the holding of an Extraordinary General Meeting, convened on the request of Affiliates, a quorum is not present, the meeting shall be dissolved.



32 FINANCIAL PROCEDURES AND ADMINISTRATION

- 32.1 The CGC shall maintain a current account with a recognized financial institution into which all income and other funds of CGC shall be deposited forthwith as and when received.
- 32.2 The CGC shall maintain a call account with its said bankers into which monies from the said current account may be deposited from time to time.
- 32.3 All withdrawals, transfers of monies and the issue of cheques shall be authorized only as follows:
 - 32.3.1 either the Chairman or the Financial CFP may sign cheques or other instruments of transfer up to a maximum limit set by the Executive from time to time;
 - 32.3.2 cheques or other instruments of transfer in excess of the said maximum limit shall require the signature of:

the Chairman and the Financial CFP
 - 32.3.3 all loans; overdraft facilities shall require 2 (Two) signatures as in 32.3.2 above
 - 32.3.4 all contracts and Powers of Attorney which are required to be in writing and signed other than contracts of a minor nature shall require the signature of the Chairman and Financial CFP or any other 2 (Two) parties whom the Executive may in writing appoint provided that one or whom shall always be a member of the Executive;
 - 32.3.5 all books of account and financial records of whatsoever nature or kind, stored electronically or otherwise, shall be available for inspection by any Office Bearer at any time, during business hours, on reasonable notice.
- 32.3 Proper books of account shall be kept by the Executive under the control of the Finance CFP.
- 32.4 Where practical, moneys not required immediately shall be invested to the best advantage of CGC.
- 32.5 The financial statements and the accounts of CGC shall be audited annually by a public accountant, who must be appointed by the Executive.
- 32.6 The auditors must timeously submit their report to the Executive who must distribute copies of the audited statements of income and expenditure and a balance sheet at each AGM.
- 32.7 The Executive shall cause to be prepared and shall lay before every AGM a statement of CGC's financial affairs for the year concerned.
- 32.8 The Executive shall cause quarterly management accounts to be tabled at quarterly Executive meetings which represent a fair reflection of income and expenses received and accrued to date. It shall be the role and responsibility of the Chairman and Financial CFP to cause same to be drafted.
- 32.9 The Executive shall cause annual financial statements including a balance sheet and an income and expenses statement to be drafted and audited by CGC's auditors in accordance with generally accepted accounting principles which shall be approved by the Executive and signed by the Chairman and Financial CFP and thereafter tabled at an AGM and included in the Financial CFP's annual report to the AGM.
- 32.10 The Financial CFP shall receive all CGC's monies and shall make such payments as shall be authorized by the Executive. He shall keep a complete and comprehensible record of all the financial transactions of CGC. These records shall be open to inspection at every meeting of the Executive together with the files of supporting documents. At every AGM a financial statement duly audited by the auditor shall be submitted. A receipt shall be issued for all moneys received. All moneys shall be banked in the name of CGC, and all disbursements authorized by the Executive



must be paid by cheque.

- 32.11 If considered expeditious for the conducting of the business of CGC, an imprest account of Petty cash may be maintained by the Secretary, such amount to be drawn by cheque as and when necessary. The imprest account to be at the discretion of the Executive.
- 32.12 All moneys accrued by CGC shall be placed in the various funds for which they are nominated by the Executive. The various funds may, from time to time, be adjusted to suit the current activities.
- 32.13 The financial year of CGC shall be 1 September to 31 August of that same year.

33 AFFILIATES

- 33.1 Membership of CGC shall not be open to individuals but to artificial legal persona being Affiliates whose primary objectives are the promotion of cycling in one or more of its forms.
- 33.2 All applications for membership must be in writing and addressed to CGC and a certified copy of the Constitution of the proposed member must accompany the application which may be in such form as the Executive may from time to time prescribe.
- 33.3 Affiliates shall be accepted with jurisdiction in respect of the defined geographical areas within the Republic of South Africa which may be amended from time to time by CSA Congress.
- 33.4 All Affiliates shall pay an annual affiliation fee on the 1st January of each year in an amount determined by the immediately preceding AGM. An Affiliate whose affiliation fee remains unpaid by a date 14 (Fourteen) days prior to the date of the AGM, shall cease to be entitled to be represented or to exercise any voting or other rights or any privileges in terms of this Constitution or internal regulations, until the fee has been paid. Should the fee still be outstanding at the end of the relevant financial year, the defaulting Affiliate shall forfeit its membership with CGC. On seeking re-affiliating, such Affiliate shall in addition to paying the current fee, pay all arrear fees.
- 33.5 All Affiliates shall lodge copies of their Constitution as amended from time to time. Any amendments shall be subject to the approval of CGC which shall not be unreasonably withheld. Affiliates shall register their official colours with CGC.
- 33.6 Every Affiliate must notify the secretary of any change to its membership, committee, contact person or club postal address.
- 33.7 Every member shall cause his address or any change thereof to be recorded with the Secretary.
- 33.8 Any notice or communication of whatever kind to a member shall be addressed to him at the address which according to CGC's records, is his latest address. Such notice shall be deemed for all purposes to have been received by such member within 5 (FIVE) days of it being posted. Such address shall be deemed to be the member's domicilium citandi et executandi for all purposes;
- 33.9 Each Affiliate shall register all members on the CGC database as provided for.
- 33.10 The Affiliate shall provide the member's details in the prescribed format as determined from time to time by the Executive.

34 LEGAL MATTERS

- 34.1 This Constitution, CGC and its Affiliates shall be subject to the Constitution of the Republic of South Africa and its laws prevailing from time to time.
- 34.2 Subject to a party's constitutional rights of review, all disputes arising out of or in connection with the enforceability of this Constitution, its application and interpretation, shall be resolved by domestic remedies and be referred to the Arbitration Foundation of South Africa or failing it to arbitration in terms of The Arbitration Act, for resolution through mediation or arbitration in



terms of the rules and procedures for the resolution of disputes in sports prevailing at the time, such dispute is so referred.

- 34.3 To this extent all Affiliates; all Office Bearers; Officials and members, waive their rights to the jurisdiction of any Courts of law and agree that resolution in terms of the foregoing shall be final and binding on the parties to the dispute.
- 34.4 No Office Bearer, Executive member or Commissioner shall be liable to CGC or to any Affiliate or to any other party whatsoever for any act or omission occasioned by himself, by CGC or by its servants, agents or employees for any loss or damage suffered by any party provided that the Office Bearer, Executive member or Commissioner concerned, had upon the basis of information known to him or her, or which reasonably should have been known to him or her, acted in good faith and without gross negligence and CGC hereby indemnifies and holds all of the aforesaid persons harmless against any claims arising under these circumstances.
- 34.5 The Laws of the Republic of South Africa shall apply to this Constitution.

35 DISSOLUTION

- 35.1 The CGC may be dissolved, or merged with another Body with similar purposes and objects, in each case only :

on a resolution passed by at least a 60% majority of members present at a duly constituted AGM or EGM of Affiliates, provided that notice of the proposed dissolution or merger has been duly given in terms of the notice calling the meeting; or

on an application to a Court of law by any member or Affiliate on the grounds that CGC has become dormant or is unable to fulfill its purposes and objectives.

- 35.2 On merger, the assets of CGC shall accrue to the new Body with which the merger is effected.
- 35.3 On dissolution, the assets of CGC shall be realized and transferred to a Body having similar objects and purposes or failing such a body then to such registered charitable institution as the Executive may decide upon.

36 ADOPTION AND AMENDMENT OF CONSTITUTION

- 36.1 This Constitution may only be adopted, added to, varied, amended or modified at an AGM or EGM of CGC duly convened as herein before provided, at which the resolutions in relation to such adoption, addition, repeal or alteration is carried by two thirds of the votes present at such meeting.

37 ADOPTION AND AMENDMENT OF BY-LAWS

- 37.1 All by-laws, alterations, additions or amendments thereto shall be at the sole discretion of the Executive, provided, however, that they are not in conflict with this Constitution and that of the Constitution of CSA.

38 CONSTITUTION RULES OF PROCEDURE AND INTERPRETATION

- 38.1 This Constitution, and the rules of procedure, shall be binding on all Affiliates at all times and in case of doubt as to the meaning or interpretation of any of the Rules of this Constitution the Executive shall be the final arbiter, and its decision shall be binding on all members.



39 VACANCIES

- 39.1 In the case of a member vacating his position on the Executive, the Executive shall have the power to co-opt another member onto the Executive. Such a member shall have the full voting rights of the original member.

40 LICENSING AND REGISTRATION

- 40.1 For the purposes of licensing and registration, CGC and its Affiliates recognize only 2 (Two) categories of cycling activities, namely:
- 40.1.1 competitive races; and
 - 40.1.2 recreational events.
- 40.2 For these purpose
- 40.2.1 a competitive race means an organized, usually timed, event in which participantstake part in a competitive spirit, the dominant object of which is to ascertain a winner and subsidiary placings;
 - 40.2.2 a recreational event means any other event including fun rides even where cyclistsare categorized or seeded for safety purposes provided that no winner or minor placing is recognized or rewarded in any specific way.
- 40.3 Cyclists may only take part in competitive races provided they are licensed and registered with CSA. No Affiliate shall cause, allow or permit a cyclist to take part in a competitive race without a CSA license be such participant a member of an Affiliate or otherwise.
- 40.4 Any cyclist, including a CSA licensed cyclist, and a member of an Affiliate or a non-member, may take part in a recreational event organized by any Affiliate by or on behalf of any Affiliate or by CGC itself provided not in conflict with the rules and regulations relating to classic and Super Calendar events as defined in the CSA Constitution and By-laws.
- 40.5 Competitive races shall be further categorized into:
- 40.5.1 full licensed races; and
 - 40.5.2 Cyclo-Sport races
- and participants must hold the appropriate licenses for these events.
- 40.6 For these purposes:
- 40.6.1 a full licensed race shall mean a race organized in accordance with the rules of the UCI read together with those of CSA with the approval of the UCI in which a participant must be registered with an Affiliate who takes part under rules wherebythe participant's clothing must be approved and must contain no commercial branding other than recognized sponsors;
 - 40.6.2 Does not apply to BMX and MTB
 - 40.6.3 a Cyclo-Sport race is a competitive race in which any cyclists may take part provided he is a member of an Affiliate and holds a Cyclo-Sport license, more specifically whereby he need not be a member of a Club and he may wear clothing containing commercial branding of any kind allowed by the organizer of the relevantevent.



- 40.6.4 A recreational event means any other event including fun rides even where cyclists are categorized or seeded for safety purposes provided that no winner or minor placing is recognized or rewarded in any specific way.
- 40.6.5 No cyclist shall compete at any open sports meeting or in any open cycling event held under the Rules and Regulations of CGC without having previously obtained a license from CSA. Such licenses shall be issued by CSA upon payment of such fee as CSA shall from time to time exact
- 40.6.6 No cyclist shall in open or any of CGCs Competitions, compete for any Club, other than the Club which has first claim on his services, except in exceptional circumstances and upon obtaining permission from the first claim Club and the Executive.
- 40.6.7 Any cyclist leaving a Club during, or at the end of a year shall first obtain a letter of clearance stating that he has no further obligations towards that club, before joining another club.
- 40.6.8 No licensed cyclist shall compete in an event which has not been sanctioned by the CGC.

41 EVENTS

- 41.1 CGC shall be entitled itself or by way of joint venture with any of its Affiliates or any third parties to organize or cause to be organized on its behalf any event, anywhere within Central Gauteng provided that same does not cause unreasonable prejudice to the affairs of any of its Affiliates. Disputes arising in this regard shall be resolved in accordance with what is in the best interests of cycling and a resolution of AGM or EGM shall bind all parties to the dispute.

42 COMPETITION AND RECORDS

- 42.1 The Provincial Track, Road, MTB and BMX Championships shall be staged annually. The nature and number of events and awards, shall be laid down in the rules of racing, and may, if deemed necessary, be added to, or amended at the AGM provided notice of such additions or amendments shall have been submitted to the CGC Secretary at least 6 (Six) weeks before the AGM. A basic program and order of events shall be set out in the rules of racing and these may be altered by the Executive at the AGM to suit local conditions upon application by the organizing body.
- 42.2 The Championships may be staged by an Affiliate. Applications, 2 (Two) years in advance, shall be considered at the AGM and must be submitted to the CGC Secretary at least 6 (Six) weeks before the AGM.
- 42.3 An Affiliate will not be permitted to stage any Provincial Championship unless, in the view of the Executive at its sole discretion, the Affiliate has the necessary infrastructure to do so.
 - 42.3.1 The profits accrued from the Championships shall be divided as follows: 30% (Thirty Percent) – Organizing Body;
 - 42.3.2 70% (Seventy Percent) – CGC
- 42.4 The Provincial Championships shall be open to licensed riders only, subject further to such rules for qualifications, which may be prescribed from time to time by the Executive.
- 42.5 The CGC reserves the right to allocate any of the CGC Championship events to cycling meetings held by Affiliates, Associations, Sports Promoting Bodies holding events under permit from CGC.
- 42.6 Championship events shall be held annually. The standard of events shall be the same as those set out in the CGC event requirements and shall be subject to revision from time to time by the



43 SELECTION TO REPRESENT CGC

- 43.1 The Executive shall appoint provincial team managers from time to time for all age categories who shall serve office at the discretion of the Executive. The Executive shall further appoint a selection panel of three persons for each age category that shall recommend for the selection of competitors to represent CGC in South Africa and elsewhere, subject to permission being granted by CSA for events outside the Republic of South Africa. One of the three members shall be the team manager. The selection panel shall serve office at the discretion of the Executive.
- 43.2 The Executive has the final decision with regard to the appointment of teams that will represent CGC.

44 MAINTENANCE OF RECORDS

- 44.1 The CGC shall provide for the keeping of, and keep, official lists of records of all cycling performances in the Central Gauteng.

45 APPOINTMENT OF OFFICIALS

- 45.1 No person shall officiate at any open or championship meeting unless he holds a certificate issued by The National Officials Board or CSA.
- 45.2 Any active cyclist may not, when a competitor in a particular event, act as an Official in that event.

46 COMPETITION RULES

- 46.1 The rules in relation to competitions shall be those laid down from time to time by CSA provided only that the Executive shall, in connection with CGC's events, at all times have the power to lay down special laws and regulations in relation to the competitions in any events which may be promoted by the CGC.

47 AWARDING OF COLORS

- 47.1 CGC Colors may be awarded at the full discretion of the Executive. Always good sportsmanship and good conduct on and off the field of sport shall be prerequisite of any award of colors.
- 47.2 Should any Club of which he is a member consider that any cyclist is entitled to colors award, a written application shall be submitted to the Secretary of CGC by the Club concerned.
- 47.3 Colors awarded to cyclists shall bear the word "Juvenile" "Junior" "Senior" or "Veteran" on the Blazer Badge of the cyclist concerned.
- 47.4 If a registered Official of CGC has, in the opinion of the Executive, rendered outstanding service to cycling, he may be recommended for colors by the Executive at an Annual CGC Awards Meeting. Colors awarded to Officials shall bear the word "Official" on the Blazer Badge of the Official concerned.
- 47.5 If any person has, in the opinion of the Executive, rendered outstanding service to cycling in Central Gauteng, he may be recommended for colors by the Executive at an Annual CGC Awards Meeting. Colors awarded to such persons shall bear the word "Honorary" on the Blazer Badge of the person concerned.



- 47.6 The badge shall only be worn by those persons awarded the honor by CGC in terms of this Constitution and the Executive shall be empowered to withdraw the right to wear the badge from any person, who in their opinion, has brought the badge into disrepute.
- 47.7 The following criteria qualifying riders for CGC colors, which may be altered from time to time by the Executive at an AGM or EGM, applies:
 - 47.7.1 International competition: Where a rider has been officially selected and taken part in an event (Via CSA) to represent South Africa at an event overseas or against international competition within South Africa.
 - 47.7.2 A Gold medal at any South African Championship: Where a rider has won a National title.
 - 47.7.3 South African Championship Silver or Bronze with 2 Inter-provincial representations and/or a Provincial Gold : Where a rider has been placed at a South African championship and has placed in the top 6 of 2 Inter-provincial events and/or won a Provincial title.
 - 47.7.4 Provincial Gold with 2 Inter-provincial representations: Where a rider has won a Provincial title and placed in the top 6 of 2 Inter-provincial events. (Applies to road)
 - 47.7.5 Inter-provincial representations with top 6 placing: Where a rider has placed in the top 6 placing at 4 Inter-provincial events.
- 47.8 Colors will only be considered within a calendar year. i.e. from January to December.
- 47.9 Where Inter-provincial competition is not catered for, (e.g. in track racing) the awarding of colors outside of International selection, placings at National and Provincial championships will be at the discretion of the CGC Executive.
- 47.10 In the event that the full number of events, set out in the selection criteria, is not run for whatever reason, the awarding of colors will be at the sole discretion of the Executive based on a set of applicable criteria relevant at the time.
- 47.11 All colors awarded must be qualified and based on the requisite performance of the member.

48 HONORARY LIFE MEMBERS

- 48.1 It shall be competent for the Executive to submit to the AGM of CGC, the names of such persons as they may think fit for the election of Honorary Life Members of CGC.
- 48.2 A written motivation must be submitted to the AGM, read out and voted upon.
- 48.3 Honorary Life Members shall only be elected by a two-thirds majority of those present and entitled to vote, it being understood that such an election is made in recognition of services rendered to the sport in general.
- 48.4 Honorary Life Members shall be entitled to attend all general and sport meetings of CGC.
- 48.5 He shall be awarded CGC's medal, duly engraved.
- 48.6 The number of Honorary Life Members shall be limited to 5 (five) at any one time.

49 DISCIPLINE

- 49.1 The Executive shall have the power to deal with disciplinary matters as set out in this paragraph. The Executive may appoint a permanent sub-committee or ad hoc sub-committees to exercise all or any of its powers in this paragraph.
- 49.2 In particular the Executive shall be empowered to:
 - 49.2.1 frame, enquire and decide on charges against members;
 - 49.2.2 to reprimand, fine, withdraw colors awarded, suspend and/or expel (terminate the



- membership of) members who have been found to have committed:
- 49.2.3 a willful breach of the provisions of this constitution or the by-laws or regulations made hereunder;
 - 49.2.4 conduct prejudicial to the interest or reputation of CGC;
 - 49.2.5 non-payment within a month of its imposition of a fine imposed in terms of this Constitution;
 - 49.2.6 conduct prejudicial to the interests of cycling generally or to good sportsmanship; and
 - 49.2.7 conduct in violation of disciplinary measures imposed by CGC, CSA or UCI or any other cycling or sporting body provided not in conflict with the aforementioned controlling bodies.
- 49.3 A member (including an Affiliate) whose conduct is the subject of a complaint or an investigation shall be informed of the nature of the complaint or investigation and the disciplinary committee must take reasonable steps to bring to his notice the nature thereof and must afford such member reasonable opportunity of replying to such complaint or investigation.
- 49.4 The decision of the disciplinary committee must be conveyed to such member by posting a registered letter to his address as registered with CGC.
- 49.5 At any disciplinary enquiry an Affiliate named in the charge may be represented only by a bona fide Office Bearer of the Affiliate concerned and any member may only be represented by a bona fide Office Bearer of an Affiliate to which the member belongs or, in the case of a minor, the member's legal guardian.
- 49.6 Any member or Affiliate aggrieved by a decision of any sub-committee in terms of this clause, may appeal against that decision to the Executive within 21 days of the decision.
- 49.7 Where a dispute affecting any disciplinary matter within the jurisdiction of CGC exists, it shall be dealt with in terms of this constitution and the matter may not be taken outside the sphere of CGC's jurisdiction. This provision prohibits any member (including any Affiliate) from resorting to courts of law or to the press or other news media in connection with such dispute. A contravention of this prohibition shall constitute a misconduct on the part of the member and shall be dealt with in terms of this constitution.
- 49.8 No member of CGC expelled or suspended in terms of this constitution shall be entitled to take part in any cycling activities organized by, or under the auspices of, CGC and its Affiliates or to act in any official capacity in respect of such activities for the period that the member is so expelled or suspended.
- 49.9 Every member (including every Affiliate) of CGC is required to give effect to any decision of a disciplinary committee in terms of this constitution.
- 49.10 The CGC, all its member clubs and all its members shall be entitled to communicate any disciplinary sanction imposed by CGC or any club to any other cycling or other body as they see fit and request such body to uphold such sanction.
- 49.11 Procure or take any such action as it deems fit against any professional who competes as an amateur and against any other person who attempts to, or obtains a prize in a fraudulent or dishonest manner.
- 49.12 Remove or suspend any official or officials as it from time to time deems necessary.
- 49.13 Deal repressively with any abuses at cycling meetings.
- 49.14 Should any member commit any willful breach of the Rules or By-laws and Regulations of CGC, or be guilty of any improper, dishonest or unsportsmanlike conduct or fail to make payment of monies due to CGC or any of its members after due notice has been given in writing, or be guilty of conduct in any way offensive, CGC shall have the power:-
- 49.14.1 To expel such members.



49.14.2 To suspend such members from all or any of its rights, benefits and advantages of his membership during such time or period as CGC in its absolute discretion may deem fit and advisable.

49.15 All sentences of disqualification and suspension passed by CSA or any other recognized governing body of sport shall be binding upon this CGC and its Affiliates.

49.16 The suspension or punishment by this CGC of any person, official or Affiliate shall immediately be reported by CGC to CSA to which body appeals against the decision of the CGC may be made in accordance with the rules of that body. During suspension or appeal in connection with same, the person suspended shall not be allowed to compete at or take part in or be in any way connected with the management of cycling meetings held under the rules of the CGC, and shall be disqualified from being registered as a member, official or any Affiliate.

50 ENQUIRIES

50.1 The CGC may hold enquiries in regard to objections, protests, the conduct of cyclist, clubs or sports promoting bodies and may deal with such matters in accordance with the objects of CGC.

51 APPEALS

51.1 The CGC shall hear and adjudicate upon appeals from the decision of Affiliates or Officials, in accordance with CSA Rules.

51.2 Any appeal, in writing, may be made to the Executive from any decision by any Affiliate upon any matter upon which any person feels aggrieved. Such appeal shall, however, be in the hands of the Executive within fourteen days of the decision or matter appealed against and shall be accompanied by a fee which shall be determined by the Executive from time to time which shall be returned if the appeal is upheld.

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