



THE CONSTITUTION OF VALLEY CLAY TARGET CLUB

AMENDMENTS

As amended at AGM's in 1990, 1993, 1997, 2001, 2004, 2005, 2007 and 2011 and at Special General Meetings held on 22 September 1999, 2 September 2000, October 2013 and 10 September 2016.

Current Revision: 12

Dated: 10 September 2016

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1 NAME OF CLUB

The name of the club shall be the VALLEY GUN CLUB (hereinafter referred to as “the club”), a voluntary Association of Persons with its own legal identity which is separate from its individual members. The club shall continue to exist even if the members change. The club is registered for Income- and Valued Added Tax purposes and may own property, enter into contracts and sue or be sued in its own name.

2 OBJECT

- 2.1 The main object of the club shall be the encouragement of clay target shooting and in this regard, the club shall:
 - 2.1.1 provide to its members the necessary facilities, amenities and services for competitive and recreational clay target shooting;
 - 2.1.2 2.1.2 fulfil all the usual aims and objectives of a sport and recreational club and to do all things, including but not limited to acquire and/or dispose and/or lease or let out movable or immovable property; to build and maintain clay target shooting facilities at the club's premises; to apply for and hold on-consumption liquor licence(s) to operate a bar and point sales, including food catering facilities for its members and visitors at the club's premises; to carry on or outsource secondary functions of the club, like the armoury and corporate shooting events; to borrow money and to secure the repayment thereof and to sue for and recover all or any debts due to the club;
 - 2.1.3 promote and preserve the spirit of good gunmanship, fellowship and sportsmanship amongst its members; and
 - 2.1.4 generally to do whatever is necessary to further the interests of the club for its members.
- 2.2 The income and property of the club shall be used solely for the promotion of its stated objectives and no portion of the income or property of the club shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking) or to any member of the club, except:
 - 2.2.1 as reasonable compensation for services actually rendered to the club;
 - 2.2.2 as reimbursement of actual costs or expenses reasonably incurred on behalf of the club; or
 - 2.2.3 as sponsorship to members or teams representing the club in competitive provincial, national or international clay target shooting events; or
 - 2.2.4 upon the dissolution of the club, and only after all debts, taxes, commitments and existing debentures have been paid and settled, any remaining assets that shall be sold and liquidated and paid to or distributed equally amongst its members (excluding junior, honorary and temporary members) that are fully paid up and have been members of the club in good standing for at least 3 (three) consecutive years prior to the date of the dissolution of the club.

3 MEMBERSHIP

- 3.1 Membership shall include:
 - 3.1.1 Senior members, being persons (men and ladies) over the age of 18 years with full voting rights;
 - 3.1.2 Junior members, being persons under the age of 18 as well as full time students up to age 23, who shall be granted the same privileges as senior members, but shall not have voting rights;



- 3.1.3 Veteran members, being persons over the age of 65, who shall be granted the same privileges as senior members;
- 3.1.4 Honorary members, who having conferred some special benefit upon or rendered exceptional services to the club, that may be nominated by at least 10 (ten) members with voting rights of the club and accepted by the Management Committee at its discretion. Such honorary members shall have the privileges of senior members, but without voting rights and the obligation to pay annual subscriptions;
- 3.1.5 Life members, being persons who have fulfilled the financial requirements in terms of clause 6.3 of this Constitution and who shall be granted the same privileges as senior members, but without the obligation to pay annual subscriptions;
- 3.1.6 Employee members, being full time salary earning employees of the club and who shall be granted the same privileges as senior members, but without the obligation to pay entry fees and/or annual subscriptions; and
- 3.1.7 Temporary Members,
 - 3.1.7.1 being persons engaged in a match, competition or other event approved by the Management Committee;
 - 3.1.7.2 being persons engaged in a corporate shooting event hosted at the club's premises;
 - 3.1.7.3 being guest shooters who may make use of the facilities at the club at the prescribed visitors - or corporate shooting rates;
 - 3.1.7.4 being spouses, children, dependants and bona fide guest of members, who will be allowed access to the club and to shoot at member's rates up to a maximum of 4 (four) times per calendar year without having to make application to become a member; and
 - 3.1.7.5 being non-shooting visitors who will be allowed unlimited access to the club, at the discretion of the Management Committee, as guests of attending members;

but without any voting rights and the obligation to pay annual member's subscriptions.

4 NOMINATION AND ACCEPTANCE OF MEMBERS

- 4.1 Any person who subscribes to this Constitution and the values and Code of Conduct of the club may apply to become a member of the club. Every candidate shall be proposed by an existing member with voting rights and seconded by another. An application for junior membership must be countersigned by a parent, legal guardian or sponsor of the applicant who will, by signing the application, accept responsibility for the conduct of and liability for any subscriptions or debts to the club incurred by the Junior member.
- 4.2 Application for membership shall be made on an application form signed by a proposer and seconder, and the preferred address and method of contact on such form as indicated by all new and existing members, inclusive of existing e-mail addresses, shall be used for all communication from the club, and deemed to be the last known address of the member as referred to in clauses 7.1 and 10.3 of this Constitution, which address may be changed in writing by the member from time to time.
- 4.3 Senior, veteran, life and junior members shall not be considered to become members within less than fourteen days after their nomination, and their names having been displayed on the notice board in the clubhouse for a period of at least seven days. At any time before the meeting of the Management Committee at which a new application for membership is considered, any member of the club with voting rights may object to any application for membership by conveying the objection in writing to the club manager or Management Committee.



- 4.4 All applications for membership shall be considered by the Management Committee of the club. No management committee member who is in arrears with the payment of his/her annual subscription fees will be entitled to vote in respect of the acceptance of any member. The Management Committee may accept or refuse an application for membership without entering into correspondence with the applicant.
- 4.5 All members are subject to this Constitution, the Code of Conduct, the Safety and Disciplinary Regulations and any By-Laws of the club.

5 RESIGNATION

If the manager or secretary/chairman of the club is not informed in writing of the intention of a member to resign from the club before 31 December of any year, the said member (excluding life members) shall be liable for the following year's subscription.

6 ENTRANCE FEES & SUBSCRIPTIONS

- 6.1 All members joining (or re-joining) the club shall be liable to pay a once-off entrance fee, registration fee and an annual subscription (for the period 1 January to 31 December, being the financial year of the club) on acceptance of membership, except in the case of the following:
- 6.1.1 Junior members – the entrance fee is postponed until senior status is obtained;
 - 6.1.2 Honorary members – the entrance-, registration- and annual subscription fees are waived; and
 - 6.1.3 Life members - the annual subscriptions are waived as envisaged in clause 6.3 below.
- 6.2 The annual subscription, entrance- and registration fee may each year be reviewed and adjusted by the Management Committee.
- 6.3 In the event of the Management Committee deeming it necessary from time to time to raise additional non-refundable funds from members for operational purposes, the Management Committee may determine the ambit and terms of new Life memberships to be offered to members of the club in good standing. Insofar a member qualifies for Life membership and has made the advance financial contribution to the club as determined by the Management Committee, no further annual subscriptions shall be due and payable by such a Life member whilst he/she is a member of the club. In the event of the resignation of a Life member, the advance payment for Life membership shall be forfeited by such a member in favour of the club, unless otherwise determined by the Management Committee on good cause shown.
- 6.4 All annual subscriptions shall be due, owing and payable in advance on or before the 1st day of January each year.
- 6.5 Any person who becomes a new member after 31 March in a calendar year shall be liable for the subscription on a pro rata basis for the remainder of the financial year, plus the entrance fee and registration fee if applicable to his/her category of membership.
- 6.6 Annual subscription for junior and veteran members shall be at a reduced rate of 50% of senior membership subscription.
- 6.7 If a member transfers membership from one category of membership to another during the course of a calendar year and the subscriptions for the category of membership to which the member is transferred is more than the subscriptions of the category from which he/she has transferred, the member shall be obliged to pay the difference between the subscriptions payable for the new category of membership and that payable for the old category of membership, appropriately pro-rated for the periods of the year that the member has been in the different category of membership.



7 NON-PAYMENT OF SUBSCRIPTION

- 7.1 Should any existing member (excluding Life and Honorary members) fail to pay their subscription by 28 February in a calendar year, the secretary or club manager shall request payment forthwith in the preferred method of communication, and all further efforts as decided by the Management Committee will be implemented.
- 7.2 If such subscription shall remain unpaid by 30 April, and no advance arrangements for payment has been made by the member concerned, the name of such member shall be removed from the membership list, and the current year's subscription will be recovered by means of an offset against any future debenture payout or any other monies that may be owing by the club to the member. In the event of no debenture or other monies being available, the Management Committee may take the necessary steps to recover the outstanding subscription plus mora interest thereon at the prescribed rate from the member concerned. Such defaulting member shall automatically cease to be a member of the club unless and until he/she has made payment of the subscription in arrears.
- 7.3 In the event of the subscription of a member remaining unpaid for a period in excess of 12 months in any financial year, an entrance- and registration fee, together with the annual subscription fee for the particular financial year in which an application to re-join the club is made, shall be payable if the member elects to apply to be re-instated as a member of the club, unless otherwise determined or waived by the Management Committee on good cause shown by the applicant concerned.
- 7.4 The Management Committee may in its sole discretion reinstate as a member a person whose membership has been terminated if that person accepts the terms imposed by the Management Committee as a condition of reinstatement.



8 CLUB MANAGEMENT AND ELECTION OF OFFICE BEARERS

- 8.1 The Management Committee of the club shall consist of a chairperson, vice-chairperson, secretary, treasurer and two further members to be elected by the members of the club with voting rights at an Annual or Special General Meeting of the club from amongst any senior, veteran or life members of the club in good standing. In the event of one or more elected committee members filling dual position, i.e. secretary/treasurer or vice chairperson/treasurer, the members with voting rights shall elect further additional committee members to establish a committee consisting of at least 6 (six) individual members. In an endeavour to find representation on the Management Committee for all the main shooting disciplines that are offered by the club, further committee members with voting rights may be co-opted by the elected Management Committee members for a period not exceeding the current year of office, but the number of such co-opted members shall not exceed 2 (two) at any given time. During the year of office, the Management Committee may, if good cause exists and save in respect of the position of chairperson, restructure the office bearers or portfolios on the Management Committee amongst the elected or co-opted members of the Management Committee. If an elected or co-opted member ceases to be a Management Committee member before the expiry of his or her term of office, the remaining Management Committee members may co-opt a member to fill such vacancy for the remainder of the term of office of such Management Committee member.
- 8.2 The office of chairperson may not be held by any one member for more than three consecutive terms of office
- 8.3 Decisions by the Management Committee shall be by majority vote and the quorum shall be 4 (four), of which the chairperson or in his/her absence, the vice-chairperson must be one of the attendees at such meeting. When necessary the chairperson of the meeting shall have a casting vote
- 8.4 Election of office bearers and committee members:
- 8.4.1 Junior, Honorary and Temporary members may not be elected as members of the Management Committee.
- 8.4.2 Permanent or part time employees of the club may not be elected as members of the Management Committee. The club manager or such employees and/or other professional experts may be co-opted or invited to attend committee meetings as ex officio committee members without voting rights to advise and inform the Management Committee on specific issues. Elected office bearers such as treasurer and secretary will not be deemed to be employees of the club, and any professional fees paid to such office bearers will not be deemed to be wages or salaries.
- 8.4.3 Any member of the Management Committee having a personal interest in any contract or financial dealing of the club shall disclose such interest and shall be precluded from voting on the matter.
- 8.4.4 All nominations for office bearers and Management Committee members will be submitted to the secretary or club manager by members with voting rights in writing no less than fourteen days prior to the annual general meeting, and will be posted on the club notice board and website at least seven days prior to such annual general meeting. Such written nominations will be signed by the proponent and secondant, and will also carry the signed acceptance of the proposed for such office.
- 8.5 The Management Committee shall have full power to transact all business of the club which does not specifically under this Constitution require the sanction of a General Meeting of members, and more specifically to, on behalf of the club:
- 8.5.1 buy and sell or lease or let out movable property
- 8.5.2 lease or let out immovable property;



- 8.5.3 acquiring loans, borrowing funds or financing from a financial institution against security offered not exceeding R250 000 in total value (loans from members without security excluded);
 - 8.5.4 appoint, monitor the performance of, suspend and discharge a club manager who shall be responsible for exercising leadership and general management over the affairs of the club and who shall report to and be responsible to the Management Committee;
 - 8.5.5 appoint, suspend and discharge all other employees of the club;
 - 8.5.6 fix the remuneration and terms of employment of the club manager and the other employees of the club;
 - 8.5.7 fix the remuneration or compensation payable to members or third party contractors or suppliers for professional services rendered to the club;
 - 8.5.8 make, vary or repeal a Code of Conduct, the Disciplinary and Safety Regulations and any By-Laws, all that must be in writing and properly recorded, for the carrying out of the provisions of this Constitution, for the management of the affairs of, and the use of the premises, facilities and amenities of the club by the members and generally for all matters connected with the club, provided that such Code of Conduct and Safety and Disciplinary Regulations and By-Laws do not conflict with this Constitution; and
 - 8.5.9 appoint sub-committees for any purpose, and to delegate to such subcommittees such powers as may be deemed desirable.
- 8.6 The chairperson and vice-chairperson from time to time are authorised to sign and amend all documents on behalf of the club in their capacity as elected office bearers for the time being, after approval of such transaction by the Management Committee or General Meeting of members, where applicable.
- 8.7 The secretary or his/her nominee shall keep proper minutes of all the meetings of the Management Committee and proper records of the affairs of the club, including a register of members and record of this Constitution, the Code of Conduct and Safety and Disciplinary Regulations and any and all By-Laws applicable from time to time.
- 8.8 The treasurer or other appointed person shall keep proper records of the financial affairs of the club and shall be responsible for keeping of the books of the club and the preparation of the balance sheet.
- 8.9 Legal Committee
- 8.9.1 8.9.1 The Management Committee shall, at its first meeting after each Annual General Meeting, appoint a minimum of three, but no more than four, senior or veteran or life members of the club to function, under the chairpersonship of a person elected in terms of article 8.1, as the Legal Committee; and may, whenever it thereafter becomes necessary, appoint any other ordinary or dedicated members as acting member of the Legal Committee.
 - 8.9.2 8.9.2 The Legal Committee shall function according to, and shall have the powers conferred upon it by this Constitution, the Code of Conduct and/or any Disciplinary Regulations, and powers reasonably incidental to those so conferred and shall in addition perform such tasks as may be entrusted to it by the Management Committee.
 - 8.9.3 8.9.3 The Chairperson of the Legal Committee shall report to the Management Committee as provided for in this Constitution, the Code of Conduct, the Disciplinary Regulations and in such other manner as the Management Committee may direct.
 - 8.9.4 8.10 The club manager shall be responsible for the day to day running of the affairs of the club and will report to the Management Committee. Such club manager shall be employed by the club on such terms and conditions as the Management Committee deems fit.



9 MANAGEMENT COMMITTEE MEETINGS

- 9.1 All Management Committee meetings shall be preceded by at least one week's notice to its member
- 9.2 All Management Committee members shall be afforded the opportunity to provide input to such matters that arise at these meetings.
- 9.3 The Management Committee shall hold meetings regularly at least once every 2 (two) months.
- 9.4 On the invitation of the Chairperson or Management Committee, any one or more of the club members may attend meetings of the Management Committee but not vote thereat in order to contribute to the activities of the Management Committee in an operational capacity.
- 9.5 The secretary shall keep all agendas and minutes of Management Committee meetings on file and provide access thereto to any member of the club on reasonable request made to the secretary or club manager.

10 GENERAL MEETINGS

- 10.1 The club's accounts shall be closed annually on 31 December and the Annual General Meeting of the club shall be held annually before the end of February, the following year.
The business of the Annual General Meeting shall be as follows:
 - 10.1.1 10.1.1 Confirmation of Minutes of the previous Annual General or Special General Meeting(s);
 - 10.1.2 10.1.2 Amendments to the Club Constitution if required;
 - 10.1.3 10.1.3 Presentation of the accounts and balance sheet of the club;
 - 10.1.4 10.1.4 Presentation of annual reports;
 - 10.1.5 10.1.5 Award of club trophies and honours;
 - 10.1.6 10.1.6 Motions (for instance a resolution to buy or sell immovable property) or general items for discussion, providing that such motions/items be submitted in writing by members to the secretary or chairperson or club manager at least fourteen days prior to an annual general meeting, and that such items be posted on the club notice board and website at least seven days prior to such Annual General Meeting;
 - 10.1.7 10.1.7 Election of office-bearers/Management Committee members; and
 - 10.1.8 10.1.8 To consider any business concerning the affairs of the club that the Management Committee wishes the members to deal with.
- 10.2 The Management Committee may, or upon requisition signed by no less than 10 (ten) members with voting rights, shall call a Special General Meeting of the club. Any such
- 10.3 requisition shall state the business for which the meeting is desired.
- 10.4 Not less than fourteen days prior to the Annual or a Special General Meeting of the club a notice shall be posted on the clubhouse notice board and not less than seven days prior
- 10.5 to such General Meeting a circular shall be sent in the preferred method of communication to each member and published on the club's website. Such notice and circular shall state the business for which such meeting is called and any discussions and resolutions shall be confined to the scope thereof.
- 10.6 Subject to clause 14.3, a quorum at the Annual or a Special General Meeting shall be 15 (fifteen) members with voting rights, present in person or via proxies.
- 10.7 Only fully paid-up members with voting rights and who are in good standing shall be entitled to vote on any matter or resolution submitted to the members at a General or Special Meeting.



- 10.8 All matters and resolutions submitted to the members at a General or Special Meeting shall be decided by a majority vote save for a resolution as contemplated in clauses 14.2 and 14.3.

11 CHAIRPERSON AT MEETINGS

- 11.1 The chairperson of the Management Committee shall act as chairperson for an Annual or Special General Meeting. Should he/she not be present, the members present at a meeting shall appoint a chairperson from amongst the members of the existing Management Committee.
- 11.2 In the event of equality of voting the chairperson shall, in addition to a deliberate vote, have a casting vote.

12 INTERPRETATION

- 12.1 If any question or dispute should arise at any meeting of the club as to the interpretation or meaning of this Constitution or the rules of the meeting, the chairperson of such meeting shall give a ruling.
- 12.2 Any member present with voting rights may object to such ruling, whereupon the ruling shall be submitted to the meeting for final decision.

13 VOTING BY PROXY

Any member with full voting rights who is not present at such General or Special Meeting of members will have the right to delegate such voting rights to another member with full voting rights by written proxy, provided that such proxy is signed by the proxy giver and a witness, and that the proxy is limited to the meeting so stated and handed to the secretary of the Management Committee prior to the start of the meeting.

14 MOTIONS

- 14.1 14.1 Any motion put at any General Meeting of the club shall be proposed by a member with voting rights and seconded by another.
- 14.2 14.2 No resolution involving any alteration to, addition to or deletion from this Constitution shall be put to a General Meeting unless notice thereof had been posted on the notice board in the clubhouse and the club's website for a period of not less than fourteen days immediately prior to such General Meeting and no alteration to, addition to or deletion from this Constitution, shall be allowed except by a majority of not less than two-thirds of the members with voting rights, including proxy votes, present at a General Meeting.
- 14.3 14.3 No resolution that had been posted on the notice board in the clubhouse and the club's website for a period of not less than thirty days immediately prior to a General Meeting and that makes provision for the dissolution of the club, shall be put to or considered by a General Meeting unless a quorum of 50% (fifty percent) of the members with voting rights of the club, including proxy votes, is present at such a General Meeting and the resolution is carried with a two-third majority present at the meeting, including proxy votes.

15 BANK ACCOUNT

Money received on behalf of the club shall be placed to the credit of the club at its bank or in any savings bank account as the Management Committee may from time to time direct. All cheques drawn or payments made against the club's banking accounts aforesaid shall be authorised by any two or more members of the Management Committee as the Management Committee may from time to time direct.

16 DAMAGE TO CLUB PROPERTY



A member shall be liable to make good any damage done to club property, whether such damage is done by the member personally or any one or more of his/her children or guests.

17 CLUB LIABILITY

The Club shall have no liability to any member or their guests in respect of any loss or damage of any nature whatsoever, including without limitation in respect of property which may be lost, damaged or stolen on or from the club premises or in relation to the death of or injury of any person.

18 IMPROPER CONDUCT

- 18.1 Any member of club may be disciplined in the manner provided for in this Constitution, the Code of Conduct and/or Disciplinary Regulations and/or By-Laws for deliberately or otherwise failing to comply with any provision of this Constitution or any Code of Conduct or By-Laws of the club, or for conducting himself, herself or itself, by act or omission, in a way unbecoming a member or which is actually or potentially harmful to the interests of the club, or brings or may bring the sport of clay target shooting into disrepute
- 18.2 The power to initiate disciplinary proceedings vests in the Management Committee that shall have the power:
 - 18.2.1 to consider the merits of any complaint or information received and if appropriate, to refer the matter to the Legal Committee for further disciplinary action to be taken as provided for in the Code of Conduct and Disciplinary Regulations;
 - 18.2.2 to deprive a member of any or all the rights and advantages of his/her membership during such time or period as the Legal Committee is deliberating on the matter; and
 - 18.2.3 to implement the findings and sanctions imposed by the Legal Committee, that may include:
 - 18.2.3.1 to dismiss the charge(s) brought against the member; or
 - 18.2.3.2 to caution or reprimand such member, or
 - 18.2.3.3 to impose a fine; or
 - 18.2.3.4 to suspend such member for such period and upon such terms as the Legal Committee may deem fit; or
 - 18.2.3.5 to request a member to resign as a member of VGC and failing which, to expel such a member from the club; or
 - 18.2.3.6 to report the member's conduct to CTSASA or any Government Authority of the different clay target disciplines that the member may participate in; or
 - 18.2.3.7 to impose any other appropriate sanction and/or penalty as the Legal Committee may have deemed fit; or
 - 18.2.3.8 to combine any of the above sanctions or penalties where a combination is feasible.
- 18.3 The interpretation of the Management Committee and Legal Committee in respect of the meaning of any provision of this Constitution or any provision of the Code of Conduct and the Disciplinary Regulations or By-Laws of the club shall be final and binding upon members.
- 18.4 Any member who shall be suspended or expelled or otherwise dealt with by the Management Committee and/or Legal Committee in terms of the a foregoing sub clauses shall have no right of appeal against the decision, which decision shall be final and binding.

19 LIQUOR PROVISIONS

- 19.1 Only members of the club (including bona fide reciprocity members) are permitted to pay for facilities, liquor or refreshments supplied on the premises of the club.



- 19.2 In so far as the use of the club's facilities by guests (excluding family members) is concerned, the number of guests of any member may not on any occasion exceed six.
- 19.3 No profit from the sale of liquor by the club accrues to any individual.

20 EXISTING DEBENTURES

- 20.1 New member entrance fees shall be used to pay back debentures. In addition the Management Committee may, at their sole discretion, opt to pay out additional debentures over and above those paid out from new member's entrance fees.
- 20.2 The payback of debentures is done numerically in accordance with the number reflected on the debenture certificate and as reflected on the debenture payback roster which is posted on the club notice board. Debenture paybacks are done strictly in accordance with the payback roster without exception. Future debenture paybacks may be added to this roster, but may never affect the existing sequence of payback.
- 20.3 Members (present or past) who are due for a debenture pay-out will be notified in their preferred method of communication at their last known address. In the event that the pay-out is not claimed within a period of 6 months of the said notification, a registered letter will be sent to their last known physical or postal address, and if after a further 6 months the pay-out is still unclaimed, the debenture will be ceded back to the club.

21 PROFIT

Subject to clause 2.2, no profit derived from any source by the club shall accrue to any member.

22 GENERAL

- 22.1 All notices, the Code of Conduct, Disciplinary and Safety Regulations and By-Laws forming part of the introduction package to members or posted on the notice board of the club or the club's website shall be considered due notice to every member.
- 22.2 This Constitution, the Code of Conduct, Disciplinary Regulations and any By-Laws and Safety Regulations shall be binding on all members of the club until amended in terms of this Constitution or otherwise provided for herein.
- 22.3 The club and members accept and are bound by the rules of affiliation of the Clay Target Shooting Association of South Africa (CTSASA) and the rules and regulations of the different clay target shooting associations that govern the different clay target disciplines internationally, nationally and provincially, together with such amendments or additions thereto as may from time to time be adopted by the different governing bodies concerned.

Original copy dated and signed at Valley Gun Club on 10 September 2016

Chairperson:

Secretary:

