

**CONSTITUTION  
OF**



**RING CONTACT FIGHTING ARTS**

<b>1. Constitution &amp; Name</b>	<b>3</b>
<b>2. Incorporation, Objectives and Business</b>	<b>3</b>
<b>3. Definitions and Interpretation</b>	<b>4</b>
<b>4. Area of Jurisdiction</b>	<b>5</b>
<b>5. Head Office</b>	<b>5</b>
<b>6. Structures</b>	<b>5</b>
<b>7. Executive Committee (“Exco”)</b>	<b>6</b>
<b>8. Meeting of Members</b>	<b>10</b>
<b>9. Notice to Members</b>	<b>10</b>
<b>10. Proceedings at General meeting (“AGM”)</b>	<b>11</b>
<b>11. Membership</b>	<b>11</b>
<b>12. Fees/Annual subscription for Members/Affiliated Members</b>	<b>11</b>
<b>13. Termination of Membership/Affiliated Membership</b>	<b>12</b>
<b>14. Finance</b>	<b>13</b>
<b>15. Alteration or Variation of this Constitution</b>	<b>13</b>
<b>16. Dissolution</b>	<b>13</b>
<b>17. Dispute Resolution and Arbitration</b>	<b>13</b>



## **1. Constitution & Name**

- 1.1 This is the Constitution of the body known as "RING CONTACT FIGHTING ARTS - SOUTH AFRICA".
- 1.2 The name of this association shall be Ring Contact Fighting Arts.
- 1.3 The official abbreviation of this name shall be "RCFA".
- 1.4 The association is proudly South African, has been established by a South African, Master Joe Viljoen on the 09th of December 1984 and forms part of the proud heritage of South Africa.
- 1.5 The official languages of Ring Contact Fighting Arts shall be both Afrikaans and English.

## **2. Incorporation, Objectives and Business**

- 2.1 The Association is voluntary, having a corporate identity separate from that of its members and is entitled to own property, whether movable or immovable or otherwise, and is entitled to sue and to be sued in its own name.
- 2.2 The main business is to develop and promote all RCFA disciplines under its mandate and as prescribed, administered and controlled by Ring Contact Fighting Arts International ("RCFAI") and Martial Arts South Africa ("MASA") rules.
- 2.3 The mission of RCFA is to maximise access, development and excellence at all levels in order to improve social cohesion, nation building and the quality of life of all RCFA members and students in a cost-effective manner as prescribed, administered and controlled by RCFAI.
- 2.4 To ensure that RCFA, its Members and Affiliated Members subscribe and adhere to the transformation policies as determined by the governing bodies and do not practice unfair discrimination directly or indirectly against anyone on one or more grounds including race, gender, sex, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language, political association or class.
- 2.5 To encourage the practise of RCFA in South Africa with the purpose of, providing healthy living through exercise, self-defence, enhancing life-skills, building character and self-esteem, and creating a platform for fair tournament on the highest international standards with equal opportunity for all. RCFA identified a niche which was adapted for the South African Martial Arts based on the basic principles of self-discipline, self-respect, and respect towards others.
- 2.6 To adopt uniform and adequate rules and regulations for the hosting of tournaments, to supervise all tournaments taking place throughout the territory of South Africa and to promote international participation.
- 2.7 To promote and encourage the development of club-, regional-, provincial- and national platforms.
- 2.8 To provide and enforce a training syllabus and prescribed techniques in RCFA clubs within its jurisdiction and to enforce rules, regulations and conditions prescribed by RCFAI under which amateur and professional tournaments are hosted.
- 2.9 To settle disputes arising between members and students amicably.
- 2.10 To implement the vision, mission and values created by its members.
- 2.11 To be representative of the Proudly South African society.
- 2.12 To provide the means of closer liaison between all member clubs.
- 2.13 To promote the correct public image of RCFA with particular emphasis on the development of the sport.
- 2.14 To protect the interest of its Members.
- 2.15 To prevent all methods and practises which might jeopardise the integrity and image of the sport.
- 2.16 To affiliate to RCFAI, MASA and relevant world organisations.
- 2.17 To oversee selection of students for participation for inter-club, inter-regional, inter-provincial, national and for international tournaments at all levels.

- 2.18 To raise and administer the funds of RCFA in such manner as RCFA may deem fit by means of *inter alia* subscriptions, donations, rights fees, sponsorships, sanctioning fees, tournament fees and government subsidies.
- 2.19 To lobby investors to invest in the sport and therefore create a cost-effective organisation that is affordable to less privileged students.
- 2.20 Engage with RCFAI to negotiate and agree on a cost-effective and affordable sanctioning fee in line with international best standards.
- 2.21 To keep accounting records as prescribed by National legislation and prescriptions of MASA.

### 3. Definitions and Interpretation

In this Constitution, unless the context indicates otherwise: -

- 3.1 “Accounting Officer” means a qualified expert in the art of accounting, appointed by Exco to create and keep up to date the financial record keeping of RCFA in compliance with this constitution and the laws of the Republic of South Africa concerning corporate entities;
- 3.2 “Additional Executive Representatives” means representatives elected at the AGM, who are representatives with portfolio and without voting rights and privilege, to help with expertise only; to assist RCFA and other Directors/Commissioners with specific tasks;
- 3.3 “Affiliated Member” means club, style or organisation which are not registered as a “full”-member of RCFA, having same or similar objectives to RCFA and having their national office within the area of jurisdiction of RCFA, which shall have made application and have been accepted as an affiliated member of RCFA, are registered to participate in RCFA events/Tournaments subject to RCFA and RCFAI rules and regulations;
- 3.4 “AGM” means the Annual General Meeting of Members held in accordance with the provisions of this Constitution;
- 3.5 “Annual Report” means a report indicating *inter alia* the legal and financial status of RCFA as a corporate identity and in the Martial Arts, the number of students and registration fees paid, the highlights and lowlights of the preceding year and any other information as requested by the Executive Committee from time to time;
- 3.6 “Annual Financial Statements” means the annual balance sheet, income and expenditure account, Treasurer’s report and Accounting officer’s report;
- 3.7 “Appeal Board” means an *ad hoc* body of appeal appointed by the Exco in terms of this Constitution with the sole purpose of resolving disputes amongst Members/Affiliated Members and/or students that cannot be resolved through internal club procedures, on a regional level (if applicable) or provincially;
- 3.8 “Calendar year” means 1<sup>st</sup> January to 31<sup>st</sup> December;
- 3.9 “Club” a group of people with a Head Instructor, practising the martial arts of RCFA in a Dojo and is registered as such, with a *domicilium citandi et executandi*, within the jurisdiction of RCFA, selected by the Head Instructor;
- 3.10 “Commissioner” means a person commissioned/co-opted or appointed by the Exco to perform a specific task or role, for a specific period of time;
- 3.11 “Constitution” means this document, read together with the rules and regulations of RCFAI;
- 3.12 “Day” means a calendar day;
- 3.13 “Director” means an elected executive representative assigned to a specific portfolio;
- 3.14 “Dojo” means a physical place, where a RCFA club is operated and RCFA syllabus is instructed.
- 3.15 “Executive Committee” (“Exco”) means the elected committee to execute the RCFA mandate as per this Constitution;
- 3.16 “Financial year” means 1<sup>st</sup> January to 31<sup>st</sup> December;

- 3.17 “General Meeting” means any general meeting of the executive committee and includes an annual general meeting, a special general meeting or any ordinary general meeting;
- 3.18 “Junior Executive” means specifically elected additional executive representative appointed to shadow and learn from a specific Executive representative and assisting that Exco representative to fulfil his/her tasks as mandated;
- 3.19 “MASA” means Martial Arts South Africa;
- 3.20 “Member” means a full member which is a registered club of RCFA in good-standing, which prescribes fully to the syllabus, rules and regulations of RCFAI, pertaining to training methods, grading and rules of tournaments.
- 3.21 “President” means the National President of RCFA, who has been duly elected in terms of this Constitution;
- 3.22 “RCFA” means Ring Contact Fighting Arts – South Africa;
- 3.23 “RCFAI” means Ring Contact Fighting Arts International;
- 3.24 “SASCOC” means South African Sports Confederation and Olympic Committee;
- 3.25 “SGM” means a special general meeting called and held in terms of this constitution;
- 3.26 “Student” means any person participating in the study of the RCFA system of martial arts. This term will include all persons participating in the style from a beginner through to instructor, Ushidoshi, Shihan or Master;
- 3.27 “Treasurer” means the Treasurer of RCFA, who shall be a person duly qualified to act as such, and who shall have been elected as such at the AGM;
- 3.28 “Vice-President” means the Vice-President of RCFA, who has been elected in terms of this Constitution;
- 3.29 Any words importing gender include all genders;
- 3.30 Words importing the singular include the plural and vice versa;

#### **4. Area of Jurisdiction**

The geographical jurisdiction of RCFA shall be the Republic of South Africa and shall be held over all of its Members and Affiliated Members so registered under it, wherever they may be at the time while engaging in RCFA activities or representing RCFA.

#### **5. Head Office**

The National head office of RCFA will be the address of the National President of RCFA as elected from time to time by the Annual General Meeting.

#### **6. Structures**

- 6.1 The Provincial structure of RCFA is as follows:
- RCFA Western Cape;
  - RCFA Gauteng;
  - RCFA Eastern Cape;
  - RCFA Free State;
  - RCFA Limpopo;
  - RCFA Kwa-Zulu Natal;
  - RCFA Northern Cape;
  - RCFA North West; and
  - RCFA Mpumalanga.

- 6.2 All Provincial structures will be elected every 4 (four) years by the Members in that province. Duly elected provincial office bearers will administer RCFA activities in their respective province with regards to *inter alia* provincial colours applications, liaison with provincial sports confederations, ratification of events and cause to be done all that is necessary for the proper functioning of RCFA within their territory.
- 6.3 Provincial structures which are not accredited members of their Provincial Sports Confederations shall not be eligible for voting during national General meetings.
- 6.4 Should a province be sub-divided into regions as prescribed by MASA and/or SASCOC or any other controlling authority, each province shall establish regional structures to give effect to these obligations.

## 7. Executive Committee (“Exco”)

7.1 The Executive committee of RCFA shall consist of the following persons:

- 7.1.1 National President
- 7.1.2 Vice-President
- 7.1.3 Secretary
- 7.1.4 Treasurer
- 7.1.5 Tournament- and Officials Director

At no stage shall there be less than 1 (one) women elected onto the Exco.

- 7.2 Exco shall execute the decisions taken on an Annual General Meeting (AGM) and act on emergency matters, all decisions which must later be ratified by RCFAI. Exco shall be responsible for the ongoing management of RCFA as mandated by the AGM and RCFAI. The mandate of the working Exco will be minuted and kept in the records by the Secretary.
- 7.3 Exco will act on behalf of RCFA except when the AGM is in Session.
- 7.4 Exco shall be deemed to be validly constituted notwithstanding the fact; that at any time there are fewer than 1 (one) woman as representative thereof.
- 7.5 Exco may co-opt other persons onto standing and *Ad Hoc* committees and appoint representatives to these committees to discharge specific functions provided that no co-opted representative shall have a vote and provided further that although the predominant criterion for co-option shall always be merit, Exco shall, as far as possible, seek to preserve a balance of men and women representatives.
- 7.6 The quorum shall be at least 3 (three) of the Exco representatives present. Representatives of Exco shall vote on all resolutions by a show of hands. Representatives of Exco shall decide on all matters by a simple majority vote. Each representative of Exco shall have 1 (one) vote, and the President of any meeting of Exco shall have a deliberate and a casting vote in case of a tie.
- 7.7 The chairperson of any meeting of Exco shall be the President, or in his or her absence the Vice-President or in his or her absence such other representative of Exco as shall have been appointed at that meeting by the representatives of Exco present and entitled to vote.
- 7.8 Exco shall meet not less than 3 (three) times per annum and more often as required, provided that it shall not be necessary for Exco to meet in those months in which AGM’s are held. General meetings may also be held via electronic media, audio-visual link or social media, subject to such meeting be recorded or minutes kept. Any student may attend meetings of Exco as a non-voting observer at the discretion of the Chairperson.
- 7.9 Except where otherwise stated herein and subject to the provisions of this Constitution and the mandate of RCFAI, Exco shall be vested generally with all such powers and authorities as are necessary to promote and attain the objects of RCFA and, without in any way limiting the

- generality of the aforementioned, Exco shall have all such powers and authorities as are necessary to carry out their duties and functions.
- 7.10 Exco shall control all expenditure of the funds of RCFA and shall not incur any liability nor enter into any commitment which cannot be discharged out of the funds of RCFA.
- 7.11 All payments by RCFA shall be in the form of an Electronic Fund Transfer (“EFT”). No EFT on behalf of RCFA shall be valid unless authorised and approved by both the President and the Treasurer, or any other Executive representative of RCFA who has been authorised by Exco.
- 7.12 Exco shall be entitled to make any and all by-laws or regulations necessary to promote the aims and objects of RCFA and such by-laws and/or regulations shall be binding upon members. Such regulations shall be ratified at the next General Meeting by RCFAI
- 7.13 Exco may delegate the exercise of any of its powers and functions to one of its representatives or to a sub-committee of RCFA.
- 7.14 In addition to the aforementioned Exco shall:
- 7.14.1 Undertake and perform all such duties and functions as shall be decided by the Exco;
  - 7.14.2 Subject to the provisions of the Constitution, make, amend, vary, repeal and enforce rules, by-laws and regulations;
  - 7.14.3 Consider and, if thought fit, approve the separate constitutions, by-laws, rules and regulations of each Member, Regional- and Provincial Structure and any amendments or alterations thereto;
  - 7.14.4 Generally undertake and perform all such duties and obligations as are reasonably required to achieve the objectives of RCFA and RCFAI, and to implement the policies to be followed;
  - 7.14.5 Formulate recommendations and resolutions for the consideration of the Exco and to prepare the agenda for Exco meetings;
  - 7.14.6 Conduct disciplinary proceedings in respect of any infringement of this Constitution or the by-laws, rules or regulations or any agreement and to impose sanctions whether by way of fines, or suspension or banning from participating in any championships, event or event held or being conducted under the auspices of RCFA or the activities of RCFA or by way of withdrawing monies for which any person would otherwise be eligible. For the purposes of this Constitution, all events and championships organised and/or run by members of RCFA shall be deemed to be under the auspices of RCFA;
  - 7.14.7 Impose and collect levies, subscriptions, dues and imposts, and is authorised to set registration and membership fees from time to time, which are to be ratified by the AGM;
  - 7.14.8 Arrange, control, regulate and promote events, championships and any other forms of tournament;
  - 7.14.9 To declare and decide any disputes, arising out of any tournament under the jurisdiction of RCFA;
  - 7.14.10 To hear, deal with, consider and decide any reports or appeals submitted by Members/ Affiliate Members of the professional leg of RCFA.
  - 7.14.11 Employ any person upon such terms and conditions as shall be decided and, when considered necessary or desirable, terminate the employment of any such person;
  - 7.14.12 Decide upon and resolve any dispute between any of the Members, and/or Affiliated Members, and/or students of such clubs;
  - 7.14.13 Co-opt any person to Exco as may be required to achieve the objects of RCFA or fulfil any purpose incidental thereto;
  - 7.14.14 Form sub-committees, consisting of one or more persons, for any purpose incidental to the objects and powers of RCFA and, subject to the Constitution, by-laws, rules and regulations, delegate such of its powers to such sub-committees as may be required;

- 7.14.15 Appoint special advisers and consultants, for any purposes, and terminate such appointment/s;
  - 7.14.16 Accept or reject any application for membership subject to ratification by RCFA;
  - 7.14.17 Open accounts with any recognised commercial banking or financial institution or building society, and invest any funds of RCFA and pay any such funds to any person (natural, corporate or otherwise) who has a valid claim for payment against RCFA;
  - 7.14.18 Decide upon the criteria for the award of Regional, Provincial and National Colours and appoint Regional, Provincial and National Selectors for the selecting of teams to whom Regional, Provincial and National Colours may be awarded;
  - 7.14.19 Ensure that full and proper books of accounts are kept in accordance with sound accounting principles;
  - 7.14.20 Address any question or issue or matter concerning or incidental to development including budgeting for and expenditure on development;
  - 7.14.21 Decide any question, issue or matter relating to emblems, colours, branding and / or anthems for RCFA subject to ratification by RCFAI;
  - 7.14.22 Decide any question or issue relating to the use of RCFA facilities and/or other facilities incidental thereto and/or the standard thereof;
  - 7.14.23 Authorise testing for illegal performance enhancing substances at any time and that at any tournament held under the authority of any of its members, according to current legislation.
- 7.15 Exco's jurisdiction shall not be limited to dealing with such matters as are referred to it, but shall include the power and capacity to be pro-active and initiate such enquiries and/or take such steps as Exco deems fit to execute its mandate and ensure the proper functioning of RCFA.
  - 7.16 Exco will promote and allocate part of the budget to development.
  - 7.17 No representative of Exco shall be entitled to any remuneration, but all representatives of Exco shall be entitled to be refunded any disbursement incurred by any such representative in fulfilling any duties or functions as shall be approved by Exco.
  - 7.18 The Secretary shall make available on request to all students, Members and Affiliated Members and to all representatives of Exco copies of the minutes and resolutions of all meetings of Exco, within 30 (thirty) days after the date of the relevant meeting.
  - 7.19 The Secretary shall send written notification of all meetings of the Exco (excluding emergency meetings), and the proposed Agenda, not less than 30 (thirty) days prior to the date of the proposed meeting.
  - 7.20 Any representative of Exco who, without having first obtained leave of absence from Exco, shall otherwise than in circumstances beyond his or her control, not attend 3 (three) consecutive meetings of Exco, of which meetings due notice has been given, shall be deemed to have resigned from Exco.
  - 7.21 Exco may terminate the appointment of any of its representatives who are absent from three consecutive Exco meetings, (including the AGM) without good reason.
- 7.22 Functions of the elected office bearers:
    - 7.22.1 **Responsibilities of a National President**  
 Providing leadership in creating, communicating and implementing RCFA's vision, mission, and overall direction in line with RCFAI mandate and MASA and SASCOC criteria. Giving direction and clarity to RCFA's strategic and policy development. Making sure that the direction is communicated on a level that allows every student and Member to feel as if they are part of something bigger than themselves and that their role is strategically important to RCFA. He/she shall be the Chairperson of



Executive Meetings and shall have the casting vote in the event of an equality of votes on any resolution.

7.22.2 **Responsibilities of the Vice-President**

The Vice-President shall assist the National President in all his/her activities by performing responsibilities as assigned and delegated to him/her by the President. To perform and assist in the duties of the President in his absence. In the absence of the National President at an Exco meeting, the Vice-President will chair the meeting of the Exco.

7.22.3 **The Secretary**

The Secretary is the public face of RCFA. The Secretary shall be responsible for the taking of and making available of minutes of all meetings of the Exco to Members. The Secretary will be the first line of communications with the Exco and will distribute communications through the proper channels to and from Exco.

7.22.4 **The Treasurer**

Shall ensure that a proper set of financial books are maintained and current. He/she will be responsible for opening and controlling banking accounts for RCFA, and for the collection of registration, affiliation and student fees. He/she will be responsible for all financial matters and will ensure that the accounts are up to date and report on an annual basis. He/she shall ensure that all financial transactions are authorized by a minimum of two Exco representatives' signatures. He/She will give Exco feedback at meetings, as and when required, regarding status of finances / budgets of RCFA in general and for specific projects.

7.22.5 **The Tournament- and Officials Director**

Shall appoint and supervise event managers and officials at RCFA tournaments and events. Will delegate and oversee responsibilities: including planning, organizing, arranging, executing, catering, equipment, transportation, facilities, coordinating with teams, directing staff, distributing information, creating emergency contingency plans, security for spectators and participants, guests. He / She must deal with and may delegate post event activities like clearing and cleaning, waste disposal, dismantling and evaluating and de-briefing the organizers, partners and other respective participants of the event. Will be responsible for the appointment and training of officials and standard of officiating during events and/or tournaments.

7.23 **The Junior Exco**

During the Annual General Meeting an additional executive committee will be elected for the same period and designations, save for the prefix "Junior", as the Exco and will thus be termed the Junior Exco. The purpose of the Junior Exco is to serve as a developmental and support structure to the Exco, thus ensuring a continuance contingency to the organisation for future generations. The main function of the Junior Exco and representatives of the Junior Exco is to assist the executive representatives on Exco of the same designation with any task where needed ("to shadow"). They can also be assigned to specific tasks by the President to assist with, should the need arise. The Junior Exco shall report directly to the Exco and may attend meetings of the Exco and if granted an opportunity, to voice concerns, but shall not have a vote during Exco meetings.

7.24 Election of Executive Committee (Exco):

- 7.24.1 Each student shall have the right to nominate a person for election through his / her Member (Club). Each Member (Club) shall be entitled to nominate 1 (one) person for election for each position / designation.
- 7.24.2 The nomination for the Executive Committee, shall be furnished by the Member at least 10 (ten) days prior to the AGM.
- 7.24.3 the National President may require all nominees to make a public presentation to Exco of the merits of their nomination.
- 7.24.4 If no nominations are received for the election of the President or the Vice-President, or both, the President or the Vice-President, shall continue in office, if available, until the next AGM, failing which at the first meeting of Exco after that AGM, the representatives of Exco shall elect a person to act as the National President or the Vice-President, or both until a National President or Vice-President, as the case may be, is duly elected at a meeting of the AGM.
- 7.24.5 The Exco of RCFA, shall hold office for a period of 4 (four) years and shall be elected at the Annual General Meeting with a Majority vote by a show of hands. Each Member present has one vote for each office.
- 7.24.6 Exco Representatives may stand to be re-elected for the following term if re-nominated.

## **8 Meeting of Members**

- 8.1 General meetings must be held at the time and place in accordance with what the Executive Committee decides. All meetings of the Exco may be held in person, via audio-visual-link or social media. The AGM will always be in person and coinciding with the annual Black belt grading. In exceptional circumstances and upon application Exco may grant permission that students and/or Members be permitted to attend the AGM via audio-visual-link or social media.
- 8.2 An AGM must be held at least once in every calendar year, and not more than 15 (fifteen) months after the last preceding AGM.
- 8.3 The Executive Committee may, when it thinks fit, convene a special general meeting, but must convene at least a bi-annual general meeting.
- 8.4 On the requisition of 10% (ten percent) or more of Members, the Executive Committee must convene a special general meeting without delay.
- 8.5 If a special meeting is requested the Members must state the purpose of the meeting.
- 8.6 If within 21 (twenty one) days after the request was received the Executive Committee did not convene the meeting the majority of Members may convene the meeting to be held within 4 (four) months after date of request.
- 8.7 A special general meeting convened by the Members, who requested the meeting, must be convened as nearly as possible in the same manner, as general meetings are convened by the Executive Committee.

## **9 Notice to Members**

- 9.1 For the purposes of this Constitution, all notifications by RCFA to any person, student, Member or Affiliated Member shall, unless delivered by hand, be effective from the date of dissemination by electronic mail, and/or by social media (e.g. WhatsApp, Facebook messenger, etc.), to the last known e-mail address or social media account of such Member/s, by any representative of RCFA; but all notifications to RCFA by any person (natural, corporate or otherwise) or any such Member shall only be effective from the date of receipt thereof by the Secretary of RCFA.
- 9.2 Notice of an AGM must be given to all Members and Affiliated Members not less than 21 (twenty one) days before the meeting.

- 9.3 Notice of meetings must specify the day and hour of the meeting, the place of the meeting or supply an audio-visual link to a virtual meeting, and, in case of special business, the general nature of that business.
- 9.4 Include any special resolution to be proposed at the meeting.

## **10 Proceedings at General meeting (“AGM”)**

- 10.1 The adoption of rules of order;
- 10.2 Acceptance of the minutes of the last AGM;
- 10.3 Report by the National President/ Executive Committee;
- 10.4 Report by the Treasurer on the financial status of RCFA;
- 10.5 Resolutions;
- 10.6 A general meeting may be adjourned from time to time and from place to place, but no business may be transferred other than the business left unfinished at the original meeting.

## **11. Membership**

- 11.1 All Members and Affiliated Members shall make their application in writing on the prescribed application forms to the Secretary, which must be accompanied by the prescribed application fee (which shall be refunded if the application is not approved less a reasonable administration fee) together with:
  - 11.1.1 Black Belt, or equivalent, certificate in RCFA or in a relevant, related/recognised style;
  - 11.1.2 Instructors Certificate in RCFA or in a relevant related/recognised style;
  - 11.1.3 Valid First Aid Certificate (HWSETA accredited); orany other information that RCFA may require in support of the application.
- 11.2 Such application shall be considered at a General Meeting and may be accepted only if passed by majority vote of Exco.
- 11.3 Any decision by Exco in respect of an application for Membership or Affiliated Membership shall be referred to RCFAI for ratification and shall not be binding until so ratified.
- 11.4 The prescribed application fee for intended Members and Affiliated Members shall be determined by the Exco.
- 11.5 The Constitution and rules of a Member or Affiliated Member must be aligned to that of RCFA. It should also embrace and support the objectives of RCFA.
- 11.6 No Member or Affiliated Member shall have any kind of RCFA relationship with a suspended/ banned Member, during the period of suspension, or the period being banned.
- 11.7 A Member will align their financial periods to that of RCFA.
- 11.8 A Member must forward their annual report to the Secretary not later than 14 (fourteen) days prior to the Annual General Meeting.
- 11.9 Instructors and Coaches will be recognised as such according to MASA’s Instructors / Coaching criteria which are not limited to but include the following:
  - 11.9.1 Black Belt, or equivalent, Certificate in relevant style;
  - 11.9.2 Instructors Certificate in relevant style;
  - 11.9.3 First aid certificate.

## **12 Fees/Annual subscription for Members/Affiliated Members**

- 12.1 The RCFA financial year shall extend from 1<sup>st</sup> January to 31<sup>st</sup> of December.
- 12.2 The annual fees payable by all students, Members and Affiliated Members shall be determined by RCFA prior to the commencement of the forthcoming year and will be voted on and ratified at the AGM.

- 12.3 The prescribed fees will be specified on the registration documentation as soon as it is determined by the general meeting.
- 12.4 Members are responsible for the collection of fees from their students, and the payment thereof to RCFA.
- 12.5 The Treasurer shall be responsible for receipt and banking of current fees and is also charged with the chasing of outstanding membership fees.
- 12.6 The annual subscription due by all Members/Affiliated Members shall be payable no later than 28<sup>th</sup> February in each year.
- 12.7 Should any Member/Affiliated Member be more than 2 (two) months in arrears with its annual subscription (the defaulting member) its delegate or delegates shall not have the right to attend any meeting or tournament of RCFA and all rights and privileges arising from its membership of RCFA shall be suspended until all arrears due to RCFA shall have been paid.
- 12.8 The defaulting Member shall, notwithstanding a foregoing suspension of rights and privileges, continue to remain liable to RCFA for the fulfilment of all obligations.
- 12.9 Notwithstanding anything herein a Member/ Affiliated Member which fails to pay its annual subscription by 28<sup>th</sup> February following the year for which the subscription was due, shall be removed from membership and may only be re-admitted if the Member/Affiliated Member makes an application to RCFA for reinstatement, which shall not be considered until the applicant shall have made payment of all arrears and current amounts owed by it to RCFA.
- 12.10 No refunds of membership fees will be made to any Member/Affiliated Member whose membership has been terminated be it due to voluntary resignation or a decision of RCFA.

### **13 Termination of Membership/Affiliated Membership**

- 13.1 Voluntary Termination  
Any Member/Affiliated Member wishing to resign its membership from RCFA voluntary shall give written notice clearly stating the reason thereof to the Secretary and National President advising when the resignation will become effective. Any voluntary resignation shall be recorded by Exco and reported to the AGM.
- 13.2 Termination of Membership/The procedure for termination is as follows:
  - 13.2.1 When the termination of a student/Member/Affiliated Member is considered, the National President may organise an investigation committee if deemed necessary;
  - 13.2.2 The National President shall appoint members to the Investigation committee;
  - 13.2.3 The Investigation committee shall provide the National President with a report and its recommendations;
  - 13.2.4 Exco will make a final decision based upon the report; and,
  - 13.2.5 The AGM shall ratify the decision of Exco.
- 13.3 Matters that constitute cause for termination:  
The following, although not exhaustive, constitute cause for termination of membership:
  - 13.3.1 Default of annual membership fees for one year without reason;
  - 13.3.2 Bringing RCFA into disrepute;
  - 13.3.3 Behaving contrary to the Constitution, the Rules and Regulations of RCFA or RCFAI;
  - 13.3.4 Behaving inconsistent with that expected of a Martial Arts body;
  - 13.3.5 Setting up or belonging to a rival body in opposition to RCFA;
  - 13.3.6 Dealing dishonestly with any RCFA/RCFAI related matters;
  - 13.3.7 Using banned substances, equipment, drugs or any other illicit activities; and,
  - 13.3.8 Not conforming with the rules, codes and policies of RCFA/RCFAI, after being approached by RCFA.

- 13.3.9 Any Member/Affiliated Member which ceases to operate a viable structure shall ipso facto be suspended from membership and the Exco shall decide at its next ordinary meeting whether the membership of such member should be terminated.
- 13.4 During the suspension and/or expulsion from membership, the Member/Affiliated Member, and its individual students, will not be able to participate in any activity of RCFA.

## **14 Finance**

- 14.1 RCFA shall keep proper books of account which books shall be audited annually by an accounting officer appointed by RCFA;
- 14.2 At the end of the financial year, the treasurer of RCFA shall draw up a Balance Sheet, and Income and Expenditure Account, and a copy thereof shall be made available to each of the Members and be reported on and discussed at the Annual General Meeting.
- 14.3 RCFA may refund all necessary expenses incurred by members thereof whilst engaged in the work of RCFA or grant any sum to any office bearer in recognition of services rendered.
- 14.4 RCFA shall open and maintain an account with a registered commercial bank and the account shall be operated upon the signature of two nominated and approved Executive Committee Representatives.

## **15 Alteration or Variation of this Constitution**

- 15.1 This Constitution may be altered or varied, at any time, by Members in General Meeting.
- 15.2 Any proposed amendment or variation will be communicated to the members by the Secretary and a period for consultation will be declared by Exco.
- 15.3 Members may voice their concerns and or make further suggestions on the proposed amendments / variations in writing to the Secretary, for consideration by Exco, during the declared consultation period.
- 15.4 Alterations / Variations shall only be effected upon a majority vote of not less than 75% (seventy five percent) of the total votes of Members, whose representatives are present and entitled to vote at that time provided.
- 15.5 Written notice must be given to Members, not less than 20 (twenty) working days prior to the meeting, indicating in clear words that an amendment / variation to the constitution will be voted upon and accompanied with a copy of the proposed resolution.

## **16 Dissolution**

- 16.1 RCFA may be dissolved or wound-up, at any time, by its Members in General Meeting, upon a majority vote of not less than 75% (seventy five percent) of the total votes of Members, whose representatives are present and entitled to vote at such general meeting, provided that not less than 40 (forty) working days written notification of such meeting and of any resolution aimed at dissolving or winding-up RCFA shall have been given to all Members.
- 16.2 Upon dissolution or winding up of RCFA, all the property and assets of RCFA, after payment of all monies owing to any third parties, settling of debts and liabilities, shall be transferred free of compensation to RCFAI.

## **17 Dispute Resolution and Arbitration**

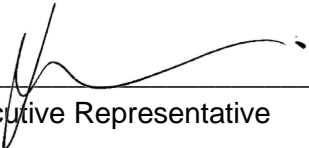
- 17.1 An attempt to settle any disputes amongst students of any Member must first be resolved internally by that Member. Each member is to enact rules and measures to address and resolve disputes.

- 17.2 If such dispute cannot be resolved internally any student wishing to appeal, must do so in writing to the Regional (if applicable) and thereafter if unsatisfied with the ruling to the Provincial structure that holds jurisdiction over the Member within 14 (fourteen) days from receiving the unsatisfactory ruling. If unsatisfied with the ruling of the Regional (if applicable) and thereafter Provincial structure the student / Member may appeal in writing, within 14 (fourteen) days from the ruling being made to the RCFA Exco to adjudicate upon.
- 17.3 If a dispute arises between Members, such dispute shall be forwarded immediately to the Regional (if applicable) and thereafter the Provincial structure holding jurisdiction over the Member/s.
- 17.4 Upon receiving a notice of appeal, the Regional or Provincial structure receiving the appeal or the Exco of RCFA, as the case may be, will appoint an *Ad Hoc* committee of enquiry to deal with the appeal.
- 17.5 The RCFA Exco Appeal committee will give its determination in writing.
- 17.6 Any dispute declared by or with an Affiliated Member will be referred to RCFA Exco for adjudication. The Exco of RCFA will appoint an *Ad Hoc* committee of enquiry to deal with the adjudication of the dispute.
- 17.7 Disputes between RCFA and any of its Members/Affiliated members or students of such Members that cannot be resolved may be referred to RCFAI and if not resolved to MASA for Arbitration.
- 17.8 Any decisions made by MASA appointed Arbitrator will be binding.



  
National President

  
Secretary

  
Executive Representative