

THE CONSTITUTION

OF

CENTRAL GAUTENG SQUASH T/A JOBURG SQUASH

As amended on the 28th October 2009

As amended on the 12 June 2020

As amended on 2 November 2022

Non-Profit Organisation (NPO) number – 076-106

Contents

1	CONSTITUTION, NAME AND CORPORATE PERSONALITY	3
2	DEFINITIONS AND ABBREVIATIONS USED	3
3	INTERPRETATIONS	4
4	AREA OF JURISDICTION OF THE ASSOCIATION	4
5	OBJECTS OF THE ASSOCIATION	4
6	POWERS OF THE ASSOCIATION TO CARRY OUT ITS OBJECTS	5
7	MEMBERSHIP	7
8	DUTIES OF MEMBERS	7
9	TERMINATION OF MEMBERSHIP	7
10	THE COMMITTEE	7
11	POWERS OF THE COMMITTEE	8
12	MEETINGS OF THE COMMITTEE	9
13	GENERAL MEETINGS OF THE ASSOCIATION	9
14	SUB-COMMITTEES	12
15	WOMEN'S SQUASH INTERESTS	12
16	LIMITATION OF LIABILITY OF MEMBERS AND INDEMNITY	12
17	EXISTING LAWS, RULES AND REGULATIONS OF THE ASSOCIATION	13
18	NOTIFICATIONS	13
19	DISSOLUTION OR WINDING UP OF THE ASSOCIATION	13
20	INTERPRETATION AND AMENDMENT OF THIS CONSTITUTION	13
21	DISPUTES RESOLUTION PROCESS	13
22	NON-RACIALISM	14
23	ADHERENCE TO WADA CODE	14

1 CONSTITUTION, NAME AND CORPORATE PERSONALITY

1.1 This is the Constitution of the body known as Central Gauteng Squash T/A Joburg Squash, an Association which is the successor in the title to Gauteng Squash and the Gauteng Squash Rackets Association. Without in any way limiting the foregoing, it is recorded that all existing contracts to which the Gauteng Squash is a party, will be honoured by Central Gauteng Squash T/A Joburg Squash in its stead.

1.2 Central Gauteng Squash T/A Joburg Squash shall hereinafter be referred to as “the Association “

1.3 The Association is a voluntary Association 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 be sued in its own name, and notwithstanding any change in the composition of its Members from time to time, shall have perpetual succession.

2 DEFINITIONS AND ABBREVIATIONS USED

2.1 “Annual Financial Statements” means the balance sheet, income and expenditure account, Treasurers report for the period signed off by a Chartered Accountant or equivalent

2.2 “Chairman” means the Chairman of the Association who has been duly elected in terms of this Constitution. (It is recorded that the term “Chairman” purely designates the post, has no connotations of gender and that the Chairman may be either a man or a woman).

2.3 “Club” mean:

2.3.1 Clubs, sub-clubs or sections of clubs whose principle object is the playing of the game of squash and which are subject to the control of a properly constituted committee in terms of a Constitution and whose premises are situated within Gauteng, provided that where a sub-club or section of a club exists for such purpose only then such sub-club or section alone shall be admitted as a member and not the main club of which it forms part.

2.3.2 Schools, colleges and universities whose premises are situated within the Gauteng provided that where any such school, college or university has within it a club or sub-section formed for the game of squash, then such club or sub-section alone will be admitted to membership and not the main organisation of which it forms part.

2.4 “Constitution” means this Constitution.

2.5 “Committee” means the Committee of the Association constituted in terms of this Constitution.

2.6 “The Secretary” means the Secretary of the Association appointed in terms of sub-clause 10.

2.7 “Levies” means the monies levied by the Association and paid to the Association by the Clubs, and/or any other associations or organisation which are affiliated directly or indirectly to the Association on behalf of all regular squash players who are members of such clubs, associations or organisations, whether by way of subscriptions membership fees or by whatever other name such levies may be described.

2.8 “Members” mean all existing members referred to in Clause 7.1 and all those Clubs who shall have made application and have been accepted as Members of the Association by the Committee.

- 2.9 "Month" means a calendar month and "year" means a calendar year.
- 2.10 "Person" means a natural person.
- 2.11 "C.G.S." means the Central Gauteng Squash.
- 2.12 "Squash" means the game of squash whether it shall be known by that or any other name and shall include Squash 57. and shall include Squash 57.
- 2.13 "Treasurer" means the Treasurer of the Association who shall be a person duly qualified to act as such and who shall have been elected as such at the Annual General Meeting.
- 2.14 "Vice-Chairman" means the Vice-Chairman of the Association who has been elected in terms of Clause 10 of this Constitution.

3 INTERPRETATIONS

3.1 The headings to the clauses or paragraphs of this Constitution are for descriptive purposes only and shall not be used in the interpretation hereof. Unless the context indicates a contrasting intention, the singular shall include the plural and vice versa, the masculine includes the feminine and vice versa. (In this Constitution the masculine form of words has been used. This has been done purely for convenience and carries no implications or connection with regard to gender whatsoever).

4 AREA OF JURISDICTION OF THE ASSOCIATION

- 4.1 The geographical area of jurisdiction of the Association is and shall be: -
- 4.1.1 The area contained within the municipal boundaries of Johannesburg from time to time; and
- 4.1.2 The area contained within the municipal boundaries of any other city or town whose boundaries are at any point contiguous with the boundary of Johannesburg; and
- 4.1.3 In the case of land abutting a boundary of Johannesburg, which is not subject to the control of a municipal council, so much of the area of that land as the Committee in its sole discretion shall decide.
- 4.1.4 The said area of jurisdiction shall also be known as "Central Gauteng"

5 OBJECTS OF THE ASSOCIATION

- 5.1 To be and to operate and function as an autonomous controlling and administrative body of the game of squash within the area of its jurisdiction.
- 5.2 To promote, foster and control the playing of squash within Central Gauteng;
- 5.3 To select players, both men and women, to represent the Province at both Singles and Doubles Inter-Provincial Tournaments and award provincial colours ;
- 5.4 To organise, promote and supervise the playing of leagues, championships and tournaments;
- 5.5 To uphold and enforce the rules of Squash as prescribed by the World Squash Federation (WSF), Squash Federation Africa (SFA) and Squash South Africa (SSA) from time to time and to encourage and promote the highest standard of sporting behaviour in connection with the playing of Squash. ;

5.6 The association fully subscribes to the WSF, SFA and/or SSA (whichever is considered principal) principals of:

5.6.1 Anti-doping

5.6.2 Anti- corruption

5.6.3 Anti-illegal betting

5.7 To maintain membership of Squash South Africa and to co-operate with it and with any other national, provincial or regional squash association; To uphold and enforce any code of conduct pertaining to the sport of squash approved by the World Squash Federation, SSA and/or any other code of conduct decided upon by Joburg Masters Squash.

5.8 To uphold and enforce any policies as pertaining to the sport of squash approved by Squash SA as amended from time to time.

5.8 To raise funds whether by subscriptions levies or otherwise;

5.9 To assist in the implementation of a registration system for all players.

6 POWERS OF THE ASSOCIATION TO CARRY OUT ITS OBJECTS

6.1 The Association shall have all such powers and authorities as shall be necessary or desirable or conducive to achieving any and all of the objects of the Association. Without in any way limiting the generality of the foregoing, the powers and authorities of the Association shall include those set out in 6.2 to 6.21 below.

6.2 To acquire by purchase, exchange, hire, sub-lease, donation or otherwise movable and/or immovable property of any kind.

6.3 To sell, let, mortgage, dispose of, give in exchange, turn to account or otherwise deal with all or any part of the property or rights of the Association.

6.4 To enter into contracts of any and all kinds necessary to carry out, give effect to or secure the objects of the Association.

6.5 From time to time, in accordance with sound business and financial principles to invest the funds of the Association in such property or assets or other security as may be deemed advisable from time to time.

6.6 To employ, suspend or dismiss and remunerate employees, professional assistants and experts.

6.7 To establish and contribute to a pension, annuity, medical and/or other fund for the benefit of its employees and/or the dependents of such employees in accordance with the rules of such fund.

6.8 To arrange pension and medical aid scheme for the benefit of and to grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Association, or the dependents of such persons, and to support or subscribe or make donations to any charities or other institutions, clubs, societies and funds.

6.9 To regulate relations between its Members and between its Members and the Association.

- 6.10 To invite the patronage of any person or persons as it may consider advisable.
- 6.11 To ensure against losses, damage, risk and liability of all kinds.
- 6.12 To draw, make, accept, endorse, execute, negotiate and issue cheques, promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.
- 6.13 To institute, conduct, defend, compound or abandon any legal proceedings by and against the Association or its officers or otherwise concerning the affairs of the Association, or the action of its Members, and also compound and allow time for payment or satisfaction of any debts due or any claims or demands made by or against the Association.
- 6.14 To raise money whether by subscription or levy from its Members and/or from any or all squash players, or any clubs or association or organisations concerned with the playing of squash or in any way or from any other source, and recover by legal process monies due by members or ex-members, squash players or clubs, associations or organisations.
- 6.15 To spend or otherwise apply moneys to the advancement and/or development of the Association or its members, or individual squash players.
- 6.16 To support, in such manner as the Association deems fit, including the donation of funds to, Central Gauteng Squash T/A Joburg Squash Trust Account and to establish and create such further Trust or Trusts for the advancement and/or development of the Association, its members or individual squash players as the Committee deems appropriate.
- 6.17 To contribute or subscribe to bodies with aims similar to the aims of the Association and Invest surplus monies upon such security and in such manner as it may from time to time determine.
- 6.18 To borrow and guarantee or otherwise secure the repayment of money in such manner and in such terms as it may think fit.
- 6.19 To make and pass rules, by-laws or regulations and to add to, repeal or alter such rules, by-laws or regulations, with or without penalties for the carrying out, administration and implementation of this Constitution and the attainment of the objects of the Association.
- 6.20 To impose fines and/or any other disciplinary measures on its Members or former Members or on any squash player or club or association or organisation connected or concerned with the playing of squash arising out of or connected with any contravention or breach of the provisions of this Constitution or any rule, by-law or regulation passed by the Committee and recover by legal action or otherwise such fines or compulsory contributions or damages from its Members or former Members. Without in any way limiting the generality of the foregoing, the Association shall have the power to suspend or ban any squash player, Member or club from participating in any tournament, championship or league.
- 6.21 To take all such action as may be required or necessary to enforce fully and effectively all obligations of whatsoever nature and howsoever arising which may be owed to the Association by its Members, former Members or any other persons or body.

7 MEMBERSHIP

- 7.1 All existing members in good standing with C.G.S. shall continue to be members of the Association.

7.2 Members of the Association shall be confined to any club, sub-club and section of a club, school, college or university whose constitution has been approved by the Association.

7.3 Application for membership shall be in writing to the Secretary of the Association and shall be submitted to the Committee for approval. The Committee shall have the right to call upon any applicant for membership to furnish it with copies of the applicant's Constitution as well as such further information as the Committee may require.

7.4 The Committee shall have the right to accept or reject any application without assigning any reasons for such decisions.

7.5 The membership of any club shall commence forthwith upon the Committee having resolved to admit that club to membership and on ratification in the next Members meeting.

8 DUTIES OF MEMBERS

8.1 Upon being admitted to membership, Members agree to abide by the provisions of this constitution and such rules and regulations as have been passed in terms hereof, and to pay all subscriptions and other levies payable in terms thereof.

9 TERMINATION OF MEMBERSHIP

9.1 Any Member may withdraw from membership at any time, by giving notice, in writing, to the Secretary of the Association.

9.2 The Committee may require, without assigning any reason therefore, the withdrawal from the Association of any member upon a three-fourths majority vote of the Committee and on ratification by the Members meeting.

9.3 Any Member which is more than 12 months in arrear with its levies, subscriptions and/or any other amount of whatsoever nature, which may be due to the Association, shall automatically cease to be a member. For the purpose of this rule, a levy shall be deemed to fall due and payable on the 1st day of January of each year.

9.4 The withdrawal for any reason, whatever of any Member shall not affect any existing liability for payment due by that Member to the Association.

10 THE COMMITTEE

The Committee shall consist of the Chairman, Vice-Chairman, Secretary (which may be a paid position) and Treasurer

Plus a minimum of 3 (three) up to a maximum of 5 (five) members elected from and representing the Members, at least 2 (two) women and 2 (two) men if available for selection

10.1 The committee shall have the power to co-opt people from its Members.

10.2 The existing committee shall hold office until the next ensuing Annual General Meeting and shall then retire at the start of the AGM election process.

10.3 Retiring Members of the committee shall be eligible for re-election without nomination but a co-opted Member shall not be so eligible.

10.4 A candidate for election to the committee shall be nominated by at least one Member of the Association and such nomination, together with the consent in writing of the nominee, shall be delivered to the Secretary not less than two weeks before the Annual General Meeting.

10.5 Such nomination shall specify whether the candidate concerned is nominated as an ordinary Member of the Committee or to a particular office on the Committee and, if the latter, to which particular office.

10.6 Any person, who is nominated as a candidate for election to a particular office on the committee and who, upon a vote, is not elected to that office, shall thereupon automatically be deemed to have been nominated as a candidate for election as an ordinary Member of the committee.

10.7 Where only one person is nominated to a particular office on the committee or where the number of candidates nominated for election as ordinary Members is equal to the number of vacancies then such person shall be declared to have been duly elected.

10.8 Where the number of persons nominated as candidates for election either to a particular office or as ordinary Members of the committee exceeds the number of vacancies then a vote shall be held by secret ballot as provided for in clause 13.14 hereof.

10.9 Election to office or co-option to the committee shall be open to any Member of a Member of the Association.

10.10 No person who does not ordinarily reside within Central Gauteng shall be eligible to hold the office of Chairman or Vice-Chairman or Secretary or Treasurer.

All candidates must sign a declaration that he/she has not:

- a) been disqualified from acting as a director in terms of the Companies Act;
- b) become of unsound mind;
- c) been sequestrated;
- d) proposed a compromise with his/her creditors generally;
- e) breached the World Anti-Doping Code;
- f) breached the CENTRAL GAUTENG SQUASH T/A JOBURG SQUASH code of conduct.

11 POWERS OF THE COMMITTEE

11.1 The Committee shall have power to do all things which in its discretion are necessary to further the objects of the Association, which powers shall include but not be limited to the following:

-

11.1.1 To employ the funds of the Association in such a manner as it shall be deemed to be in the best interests of the game of squash and of the Association.

11.1.2 To act as the final arbitrator in all disputes and any other matters arising out of the game of squash in Central Gauteng.

11.1.3 To appoint sub-committees, to further the aims and objective of the Association and delegate such powers to them as it considers fit provided that no sub-committee shall have the power to incur any expenditure of any funds of the Association without the approval of the Treasurer and one other member of the Executive Committee or, failing the Treasurer, any other two Members of the Executive Committee being first had and obtained, which expenditure shall be ratified at the next ordinary meeting of the Executive Committee.

11.1.4 To exclude any person, whether a Member or non-Member and whether permanently or temporarily, from participation in any competition or league promoted by the Association whether directly or indirectly. Subject to the rules of the game of squash as prescribed by the WSF and Squash SA, to prescribe any further rules or regulations in which any league or competition promoted by it is to be run.

11.1.5 To decide whether any person is a professional or an amateur.

11.1.6 To levy subscriptions, fees or other payments as may be required.

11.1.7 To ensure the appointment of selectors with powers to select teams to represent the Association.

11.1.8 To decide upon the colours and emblems of the Association,

11.1.9 To open and operate a banking account in the name of the Association.

11.1.10 To permit any club which is not a Member to enter teams in the Joburg Squash leagues subject to payment of such fees as the Committee may determine and ratified at the Members meeting.

11.1.11 The organization may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the organization. The payment must be a reasonable amount for the work that has been done.

11.1.12 Members or office bearers of the organization do not have rights over things that belong to the organization.

The Secretary of Joburg Squash, who will be expected to attend all EXCO meetings, the AGM and any SGM, shall not have any voting rights either at EXCO meetings or an AGM or SGM unless that person has been elected onto the EXCO, in the same way that the other members were elected.

12 MEETINGS OF THE COMMITTEE

12.1 The Committee shall meet not less than once every calendar month to attend to the ordinary business of the Association.

12.2 Written notice of each ordinary meeting plus the agenda thereof shall be sent to each committee Member by the Secretary not less than one week before the meeting.

12.3 The Secretary shall with the consent of the Chairman, or, if he or she is unavailable, any other Member of the Committee, convene an extraordinary meeting of the Committee whenever in his opinion, business of such an urgent nature has arisen as to make it desirable to hold a meeting immediately.

12.4 The Secretary shall give not less than forty-eight hours' notice of such an extraordinary meeting as well as of the business to be attended to thereat to Committee Members.

12.5 The accidental omission to give any Member of the Committee notice of a meeting whether ordinary or extraordinary or the non-receipt of such notice by any Member of the Committee shall not invalidate any resolution passed at any such meeting.

12.6 Four elected Members of the Committee shall constitute a quorum.

12.7 The Chairman shall convene meetings, or, failing him or her, the Vice-Chairman, or, failing him or her, such other Member of the Committee as those present shall select.

12.8 In the event of voting on any motion being equal, the Chairman shall have a casting vote.

13 GENERAL MEETINGS OF THE ASSOCIATION

13.1 An Annual General Meeting of the Members of the Association shall be held at least once in every calendar year and not more than fifteen months after the holding of the previous Annual General Meeting.

13.2 The Committee may, whenever they think fit, and shall, upon a requisition in writing and signed on behalf of not less than one half of the Members of the Association, convene an extraordinary general meeting.

13.3 Notice of general meetings shall be in writing and shall be posted or delivered to Members not less than three weeks in advance of the meeting. Such notice shall state the place, date and hour as well as the agenda of the meeting.

13.4 In the case of the Annual General Meeting the notice thereof shall be accompanied by the agenda, the minutes of the preceding Annual General Meeting and of any intervening extraordinary general meeting,

13.5 The final statements of account and balance sheet, signed off by a Chartered Accountant or equivalent, and the Treasurer's report which are to be submitted at the meeting.

13.6 In the case of an extraordinary general meeting the notice shall be accompanied by a statement explaining the purpose for which the meeting is called. Such notice also shall state the place, date and hour as well as the agenda of the meeting.

13.7 The accidental omission to give any such notice to any Member or the non-receipt of such notice by any Member shall not invalidate any resolution passed at any such meeting.

13.8 General meetings shall be held at such time and place, as the Committee shall decide.

13.9 A quorum shall consist of not less than 50% of the association's paid up league playing clubs (including proxy forms received)

13.10 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or, if that day be a public holiday, to the next succeeding day other than a public holiday, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present by representation shall be a quorum.

13.11 The business to be done at the annual general meeting shall be: -

13.11.1 To confirm the minutes of the previous annual general meeting, and any intervening extraordinary general meeting, if any;

13.11.2 To receive and consider the report of the Chairman on the affairs of the Association for the past year;

13.11.3 To receive, consider and adopt the statement of final accounts and balance sheets for the financial year ending 31 August of the past year;

13.11.4 To elect a Chairman and Vice-Chairman of the Association;

13.11.5 To elect a Committee for the ensuing year;

13.11.6 To consider and resolve any particular matter of which notice has been given in the agenda;

13.11.7 General.

13.11.8 The following persons shall be entitled to attend the general meeting: -

13.11.9 The existing Committee Members;

13.11.10 One representative of each Member club which representative shall be a Member of the Committee of the club he or she represents,

13.11.11 Provided that the Chairman may permit the attendance of any other person.

13.12 Save with the permission of the Chairman only persons who are entitled to attend general meetings in terms of the preceding sub-clause shall be entitled to address the meeting.

13.13 Save as prescribed below or elsewhere herein all motions at a general meeting shall be decided by a show of hands unless a secret ballot is called for by the Chairman or the representatives of any two Members, in which event sub-clause 13.14 below shall apply.

13.14 Voting

13.14.1 Each person representing a member club shall have one vote for every Men's and Women's league team which represented that member club in and participated in and completed the relevant league programmed in the period up to the General Meeting, plus one additional vote for each team (Men's or Women's) in the case of member clubs who have teams in first league.

13.14.2 Each Member of the Committee personally present shall have one vote in their capacity as Committee member.

13.14.3 The representative of any Member, which is in arrears with its levies or subscriptions, shall not be entitled to vote.

13.14.4 In the event of voting on any motion being equal, the Chairman shall have a casting vote.

14 SUB-COMMITTEES

14.1 There shall be five standing committees, which will meet with the Chairman on a monthly basis to give feedback:

14.1.1 Junior squash

14.1.2 Masters squash

14.1.3 Marking and refereeing

14.1.4 Egoli Squash

14.1.5 Coaching and High performance

14.2 The Committee may appoint a management sub-committee and such other standing sub-committees as it considers fit. In addition, the Committee may appoint ad hoc sub-committees, as it shall from time to time by resolution determine.

14.3 The Committee shall determine the Membership of each sub-committee provided that there shall be at least one Member of the Committee on each sub-committee, which Member shall, unless the Committee decides otherwise, be the Chairman of such committee.

14.4 Each sub-committee shall, subject to the provisions of this Constitution and to the by-laws, perform such duties and functions as are delegated to it by the Committee.

14.5 The powers and authority of each standing sub-committee shall be as set out in the by-laws provided that the Committee may by resolution add to or subtract there from.

15 WOMEN'S SQUASH

15.1 No resolution by the Committee or by the Association, the sole or predominant effect of which will be to affect women's squash interests adversely, shall be of any force or effect unless the majority of the women Members of the Committee supports it.

16 LIMITATION OF LIABILITY OF MEMBERS AND INDEMNITY

16.1 The liability of any Member is limited to the sum of any monies then due and payable by such Member to the Association, by way of subscription or otherwise howsoever.

16.2 The Patrons, the Chairman, the Vice-Chairman, all Members of the Committee, the Secretary, the Treasurer, all officials, servants, agents and persons (natural, corporate or otherwise) acting on behalf of the Association, in terms of this Constitution and under delegated powers from Members in General Meeting or from the Committee, are indemnified and held harmless against any claim or demand by any third party as a result of any act or omission in the performance of their duties for and on behalf of the Association, from whatever cause arising, provided such person/s acted in good faith.

17 EXISTING LAWS, RULES AND REGULATIONS OF THE ASSOCIATION

17.1 All existing laws, rules and regulations of the G.S.R.A. at the date of adoption and approval of this Constitution, shall remain in full force and effect until repealed, varied or amended by the Committee.

18 NOTIFICATIONS

18.1 For the purpose of this Constitution, all notifications by the Association to any Member or any person shall, unless delivered by hand, be effective from the date of posting/emailing by any official of the Association; but all notifications to the Association by any Member or person shall only be effective from the date of receipt thereof by the Chairman/Secretary. Any notifications required to be submitted to Members in terms of this Constitution shall be submitted by electronic mail or prepaid ordinary postage to the last known address of such Member, or delivered by hand.

19 DISSOLUTION OR WINDING UP OF THE ASSOCIATION

19.1 The Association may be dissolved or wound-up, at any time, by Members in General Meeting, upon a majority vote of not less than 75% (seventy five per centum) of the total votes of Members whose representatives are present and entitled to vote, provided that not less than 90 (ninety) days written notification of such meeting and of any resolution aimed at dissolving or winding-up the Association shall have been given to all Members.

19.2 Upon the dissolution or winding-up of the Association, all the property and assets of the Association, after payment of all monies owing to any third parties, shall be transferred free of compensation to any other Association/s or organisation/s having objects similar to the Association in the discretion of Members.

20 INTERPRETATION AND AMENDMENT OF THIS CONSTITUTION

20.1 The decision of the Committee as to the intention, meaning and effect of any provision in this Constitution or of any rule or regulation passed in terms hereof shall be final and conclusive.

20.2 The provisions of this Constitution may be repeated, added to or amended only by the Members at a general meeting provided: -

20.2.1 That due notice of all proposed additions or amendments be given in the notice convening the general meeting at which such additions and alterations are to be discussed; and

20.2.2 That the same are passed by not less than three-fourths majority at a general meeting at which a quorum is present.

21 DISPUTES RESOLUTION PROCESS:

In the event of a dispute against Joburg Squash a subcommittee will be appointed to deal with the dispute. Disputes must be submitted timeously (within 7 working days of the incident). The sub-committee will consist of the Chairman and 2 other committee members. A notice stipulating the reason for the dispute shall be presented to the subcommittee. The subcommittee must meet to determine the outcome of the dispute (within 7 working days of the submission of the dispute notice). The subcommittee shall have the power to consult outside experts on the matter. The outcome of the dispute must be delivered in writing within 21 working days of the submission of the dispute notice.

Should there be no resolution in the matter the matter shall be referred to Squash SA within 7 working days, for resolution through mediation or arbitration. In the event of arbitration the resolution shall be final and binding on the parties to the dispute,

22 NON-RACIALISM

The principle of non-racialism is recognised and accepted. By this it is meant, broadly, that race should not be, and may not be, a basis of discriminating against or affording privilege to any person or group of persons. (Note: In this document all references to "race" must be taken to include a reference to ethnicity and nationality).

23 ADHERENCE TO WADA CODE

Joburg Squash and all its members agree to comply and be bound by and to procure that their members comply with the code as amended and adopted by the government of South Africa, WSF, and the IOC arising out of the WADA declaration adopted in Copenhagen in March 2002 (as amended) or any subsequent declaration or declarations adopted by WADA from time to time. Joburg Squash agrees that it shall, through the board, immediately adopt any changes to the code and list of prohibited substances and methods issued by WADA from time to time.