

# LUDERITZ SPORT SHOOTING CLUB



## CONSTITUTION

Adopted – 2023-07



# **LUDERITZ SPORT SHOOTING CLUB**

*Luderitz – Namibia*

## **CONSTITUTION OF THE LUDERITZ SPORT SHOOTING CLUB**

### **1 NAME & SHOOTING DISCIPLINES**

The name of the Club shall be the LUDERITZ SPORT SHOOTING CLUB (abbreviation LSSC).

The Shooting Disciplines to be facilitated at the Luderitz Sport Shooting Club are envisaged as follows, as per active Members interest and funding available at the time:

- 1.1 Practical Shooting as per the rules and regulations of the International Practical Shooting Confederation (IPSC) or as specified by the relevant Namibian governing body for the discipline.
- 1.2 Clay Target Shooting as per the rules and regulations of the International Clay Target Federation (ICTF) or as specified by the relevant Namibian governing body for the discipline.
- 1.3 Metallic Silhouette Shooting as per the rules and regulations of the International Metallic Silhouette Shooting Association (IMSSU) or as specified by the relevant Namibian governing body for the discipline.
- 1.4 Precision Rifle Shooting as per the rules and regulations of the International Precision Rifle Federation (IPRF) or as specified by the relevant Namibian governing body for the discipline.
- 1.5 Any nationally accepted sport shooting discipline which has a governing body registered with the Namibian Sports Commission (NSC) with a set of accepted rules and standards and which any number of active members would like to support, develop and practice.

### **2 AIMS**

The aims of the Club are the following:

- 2.1 The promotion of and the instruction of various shooting sports as sporting disciplines in Namibia.
- 2.2 The provision of suitable, adequate and safe facilities for its members to practice and compete in the sports of the various Shooting Disciplines, as far as the Clubs' financial resources and membership support allow.
- 2.3 The promotion of, the instruction in, the safe and proficient use of firearms of all types and calibers.
- 2.4 The facilitation for members to practice safe and proficient use of their firearms of all types and calibers.
- 2.5 The promotion of the various shooting sports and disciplines through the achievement of the aforementioned aims, inclusive of organizing competitions with other clubs with similar aims and objectives, whether on a local, regional, inter-regional or international basis.
- 2.6 The affiliation, in order to achieve and further its aims, with any Association, Confederation or likeminded body with similar aims.
- 2.7 In general, to do anything which is reasonably necessary to pursue its aims, inclusive of the acquisition, leasing or renting of ground or premises, as well as the entering into of contracts in order to achieve realization of the aims referred to above.



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## **3 DEFINITIONS**

In this Constitution, unless the context otherwise indicates -

"Annual General Meeting" means the meeting required in terms of section 6;

"CTSA" means the Clay Target Shooting Association of Namibia;

"Club" shall mean the Luderitz Sport Shooting Club, practicing the various disciplines as listed in section 1.

"Club Member" means any member of the Club and is defined in section 4;

"ExCo" means the Management Executive Committee elected in terms of section 8;

"Extra-ordinary General Meeting" means the meeting empowered in terms of section 7;

"Extra-ordinary majority" means a vote in favor of a proposal of at least 75% of members present, subject to a quorum being present;

"ICTF" means the International Clay Target Federation;

"IMSSU" means the International Metallic Silhouette Shooting Association;

"IPRF" means the International Precision Rifle Federation;

"IPSC" means the International Practical Shooting Confederation;

"Management" means the Management Executive Committee elected in terms of section 8;

"NAMSSA" means the Namibian Metallic Silhouette Shooting Association;

"NAPSA" means the Namibian Practical Shooting Association;

"National Body" means a governing body for a sports code as registered and recognized by the NSC;

"NPPSA" means the Namibian Practical Precision Shooting Association;

"NSC" means the Namibian Sports Commission;

"NSSF" means the Namibian Sport Shooting Federation;

"Quorum" means the minimum number of Members required to be present in terms of this Constitution at any General Meeting or Management Meeting;

"Range Officer" means an umpire referred to in section 14,

"Safety Official" means a person referred to in section 6.4, responsible for the adherence to safety regulations on ordinary shooting days which are not related to a specific sport shooting discipline, and

"Two thirds majority" means a vote in favor of a proposal of at least two thirds of the Members present, subject to a quorum being present.

In this Constitution the singular shall include the plural and the masculine the feminine and vice versa.



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## **4 MEMBERSHIP AND AFFILIATION**

4.1 The Club shall consist of the following members:

4.1.1 CLUB MEMBERS shall be fully paid members of the Club.

4.1.2 HONORARY MEMBERS shall be any person, elected as such at an Annual General Meeting only. Hence fourth referred to as Club Members.

4.1.3 DAY MEMBERS shall be visitors to the Club who by invitation of a Club Member may use the Club Facilities subject to having paid the relevant Day Membership Fees. Day Members do not have a vote at the Club Annual General Meeting or Extra-ordinary General Meeting.

### **4.2 PREREQUISITES FOR ADMISSION AS CLUB MEMBER**

4.2.1 Any person of good standing with the Club, who is legally entitled to possess a firearm, may be a member of the club.

4.2.2 New members may join the Club by applying in writing on the approved Membership Application Form to the Executive Committee and supplying the relevant information as determined by the Executive Committee from time to time. The Executive Committee may, at its sole discretion, refuse membership to any prospective member or revoke the membership of any member when good reason dictates such action.

4.2.3 A new membership application shall be subject to the relevant application fee as is applicable at the time and as is determined by the executive committee from time to time.

4.2.4 All members will be liable for regular membership fees as determined from time to time. Failure to pay these fees may place a member out of good standing with the Club.

4.2.5 The liability of the members for debts incurred by the Club shall be limited to the amount of unpaid membership fees.

4.2.6 Honorary membership of the Club may be granted by the Executive Committee only if a resolution to do so is carried unanimously. Honorary members enjoy the full rights and privileges that any other Club Member enjoys. Honorary membership status will be reviewed annually except where honorary life membership has been awarded.

### **4.3 DURATION OF MEMBERSHIP**

A Club Member shall retain membership, as long as he is a fully paid-up member in good standing with the Club. Contravening any of the clubs rules and regulations or any of the relevant laws governing firearms in Namibia may result in immediate and indefinite revocation of membership upon the decision of the Management of the Club.

### **4.4 RIGHTS AND OBLIGATIONS OF MEMBERS**

4.4.1 Subject to the provisions of this Constitution, only Club Members, Honorary Members and Day Members that are in good standing with the Club shall be entitled to use and enjoy the facilities of the Club.

4.4.2 Only Club Members, whose membership fees are fully paid up, shall have voting rights, Provided that voting rights shall mean the right to vote at General Meetings.

4.4.3 Every Club Member shall be entitled to invite guests to the Range.

4.4.4 No guests may use the Club facilities without the Club Member that invited them to the range being present and the guest having paid the Day Membership Fees.



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- 4.4.5 No Club Member shall be entitled to invite the same guest to a Club shooting exercise more than two times in any financial year: Provided that for purposes of this section a guest shall only be regarded to have been invited to a shooting exercise if he participated in such exercise. Thereafter the guest must apply for membership to the Club to participate in any shooting events.
- 4.4.6 The Clubs' Members shall be entitled to call for the convening of an Extra-ordinary General Meeting in terms of section 7.1 addressed to the Secretary in writing and signed by 50% of the Club Members where the membership of those Members having voting rights in the Club.
- 4.4.7 Every Club Member shall be responsible for the behavior of his children and/or guests during the course of any Club function and shall, by the admittance of such children/guests be irrevocably deemed to have indemnified the Club against any claims, actions, damages or costs arising directly or indirectly from the presence of such children/guests at the said function.
- 4.4.8 At the acceptance of membership, a Club Member shall be irrevocably deemed to accept the provisions of this Constitution as well as the Club's safety regulations and all other club regulations and procedures and he shall be deemed to have expressly acknowledged that he is aware of, and understands the contents and legal implications of this Constitution and the related regulations and procedures.
- 4.4.9 Any Club Member shall be entitled to have access to a copy of the Clubs' Constitution, the Safety Regulations and other Club Regulations and Procedures if applicable on admittance as Member of the Club and payment of membership fees as set out in section 4.5.

## **4.5 MEMBERSHIP FEES AND AFFILIATION**

- 4.5.1 Club Membership fees shall be payable by all Members within one month of the commencement of a financial year of the Club or within one month of becoming a Member, whichever is the shorter.
- 4.5.2 The Annual General Meeting, or an Extraordinary General Meeting, of the Club shall determine the membership fees payable by Members of the Club.
- 4.5.3 The Annual General Meeting may furthermore decide whether a member joining the Club within the second half of a financial year shall pay full membership fees when joining the Club or whether such member shall only pay half the membership fees.
- 4.5.4 Each paying member shall specify how the proportions of his/her annual membership fees are to be allocated between the various disciplines which are being supported by the club at the time.
- 4.5.5 Day membership fees collected shall be allocated in equal parts to the relevant disciplines which were being practiced by the club on those days for which the day membership was paid.
- 4.5.6 Subject to section 8.15 the Executive Committee may decide to waive day membership fees where this may be beneficial to promote the Clubs interests for example when inviting other clubs for events.
- 4.5.7 Membership Fees shall comprise the direct membership fees of the Club as well as the relevant membership fees payable by the Club to the relevant Sporting Association(s) or Federation(s) as required by the Namibia Sports Act No12 of 2003 and its related regulations.
  - 4.5.7.1 The Club shall primarily be registered with NAPSA and /or CTSA as long as there are members practicing IPSC and/or Clay Target Shooting.
  - 4.5.7.2 Should Club Members wish to register with another Sporting Association(s) or Federation(s), this is permissible, provided that such Members bear the relevant costs of such affiliations.
  - 4.5.7.3 If a Member is already registered with a relevant Sporting Association(s) or Federation(s) through another club, (s)he is not obliged to pay the relevant association fees again, provided that proof of such affiliation to both the other club and the relevant National Body is given to Management in writing.



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4.5.7.4 The Club shall be officially registered with at least one National Body at any given time in order to maintain its official sport shooting status under the sports law of Namibia. If there are no members who want to be part of a National Body as per 4.5.7.1 or 4.5.7.2, the Management of the Club shall decide to which National Body an affiliation is to be upheld and the Club shall pay the minimum relevant amount as required by that National Body.

## **4.6 TERMINATION OF MEMBERSHIP**

4.6.1 Membership shall automatically be terminated by the Secretary upon receipt of a written resignation from the Member or upon the death of a Member.

4.6.2 Membership of a Member may be terminated by the Executive Committee if a Member has contravened any of the Clubs rules, regulations and procedures as defined at the time or has fallen out of good standing with the Club for any good reason as given by the Executive Committee.

4.6.3 Membership of a Member may be terminated by the Executive Committee if a Member is no longer legally allowed or licensed under Namibian Legislation to own a fire arm or is under investigation or has been found guilty of any offense in relation to the Namibia Arms and Ammunition Act No 7 of 1996 or any of its related Regulations.

4.6.4 No Member whose membership has been terminated in terms of sections 4.6.1, 4.6.2 or 4.6.3 shall be entitled to any refund of any monies, or any portion of such monies, paid by him during his membership of the Club.

4.6.5 No person whose membership has been terminated in terms of sections 4.6.1, 4.6.2 or 4.6.3 shall thereafter be entitled to any of the privileges of membership of the Club or be allowed on the Range or at the Clubs facilities or activities or events.

## **5 LEGAL ENTITY AND FINANCIAL YEAR**

5.1 The Club shall be a legal entity capable of issuing summons and being summoned in its own name.

5.2 The personal liability of Members of the Club in respect of liabilities of the Club shall be limited as Members of a legal person in terms of the laws of Namibia.

5.3 The financial year of the Club shall commence on the 1st day of March in any given year up to and including the 28th day of February in the following year.

5.4 Notwithstanding any provisions to the contrary contained in this Constitution, the date of establishment of the Club shall be the 1st day of May 2023.

## **6 ANNUAL GENERAL MEETING**

6.1 An Annual General Meeting of the Club shall be held annually within sixty days after expiration of the Clubs' financial year for the election of office bearers as well as for the consideration of other matters provided for in this Constitution.

6.2 The club's management shall ideally comprise the following members if enough club members are available and prepared to fill all the positions:

- a) Chairperson
- b) Vice Chairperson
- c) Treasurer
- d) Secretary
- e) 1<sup>st</sup> additional member
- f) 2<sup>nd</sup> additional member



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- 6.3 In the event that not enough club members are available or prepared to fill all the positions listed in 6.2 above or if by 2/3 majority vote it is decided to have a smaller executive committee, the management shall at minimum comprise the following positions:
- a) Chairperson
  - b) Vice Chairperson (to also fulfill the roles of additional members)
  - c) Secretary (to also fill the role of treasurer)
- 6.4 At the election of the Management, the Chairperson shall be elected first, then the Vice chairperson, then the Treasurer, then the Secretary, then the two additional Members: provided that at least two Members of the Management shall be qualified, due to their experience, to act as Safety Officials and do so from time to time during their period of Office. In case of 6.3 where only 3 members are voted to Management, at least one Member shall be qualified, due to their experience, to act as Safety Official and do so from time to time during their period of Office.
- 6.5 Notwithstanding any provision to the contrary contained in this Constitution, no person shall be elected as Chairperson of the Club for more than two ensuing years unless he is re-elected by a two third majority.
- 6.6 Any election of a Member as an office bearer in terms of this section shall be by way of a show of hands.
- 6.7 Except insofar as this Constitution provides to the contrary the normal procedures for meetings shall apply during the meeting of the Annual General Meeting.
- 6.8 Only the Annual General Meeting shall have the power to decide upon the affiliation of the Club with any union or association except where an Extraordinary General Meeting is convened for that purpose.
- 6.9 The Annual General Meeting shall consider the reports of the Chairperson and Treasurer as well as any matters placed on the Agenda by the Management or the Secretary or by any Member in terms of this Constitution.
- 6.10 At least one third of the Members having voting rights at the time of such Annual General Meeting shall constitute a quorum at such meeting. If, after 30 (thirty) minutes after the time for commencement of such meeting, no quorum is present, all members present shall constitute a quorum and the meeting shall commence. No Proxies shall be accepted at such a meeting.
- 6.11 Except where this Constitution expressly provides to the contrary any decision of a meeting shall be taken by way of an ordinary majority vote of the Members present having voting rights.
- 6.12 Should an Annual General Meeting not be convened within the time required in terms of section 6.1 hereof, such meeting may be convened at the written request of at least 5% of the Members having voting rights, by giving at least 21 days written notice of such meeting to the Members of the Club having voting rights at such time. The Secretary shall be obliged to provide such Members at their written request with a list of Members having voting rights at that time.
- 6.13 The compilation of and the order of items appearing on the Agenda shall, as far as is practical or expedient, follow normal practice of meetings.

## **7 EXTRAORDINARY GENERAL MEETING**

- 7.1 An Extraordinary General Meeting shall be held at the request of the Members made in terms of section 4.4.6 of this Constitution or upon a decision by way of an ordinary majority of the Management.
- 7.2 An Extraordinary General Meeting shall have the same powers as an Annual General Meeting for purposes of that meeting.
- 7.3 The procedural and other requirements in respect of an Annual General Meeting contained in section 6 shall mutatis mutandis apply in respect of the procedural requirements for an Extraordinary General Meeting.



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## **8 EXECUTIVE COMMITTEE (MANAGEMENT)**

- 8.1 The Members of the Executive Committee (ExCo) / Management shall occupy their posts from date of election until such time as their successors are elected by a subsequent Annual General Meeting or an Extraordinary General Meeting. Notwithstanding any provisions to the contrary with respect to the Chairperson of the Management contained in this Constitution, any other Member of the Management shall be eligible for re-election of the Management in that or another capacity.
- 8.2 Any Member of the Management who loses his Membership of the Club shall ipso facto cease to be a Member of the Management. The Management shall be entitled to replenish up to two vacancies which may occur in its ranks during the course of any financial year.
- 8.3 In the event that more than two vacancies should occur on the Management during the course of any financial year such further vacancies must be filled at an Extraordinary Annual General Meeting convened for that purpose. The elected Members remaining shall retain their seats until the election of their successors at the first Annual General Meeting following or, if no such meeting takes place, then at the next following Extraordinary Annual General Meeting which takes place.
- 8.4 The Management shall meet within 14 days of its election in order to determine the dates of its ordinary Management meetings, which meetings shall number at least 3 per financial year and, subject to section 8.5, not occur more than once per calendar month. Notice of such meeting, together with an Agenda in respect of the items which will serve before such meeting, shall be given in writing by the Secretary to the Management Members at least 7 days before such meeting. Should any Member of the Management not be able to be present at any ordinary meeting of the Management he must request permission to be absent therefrom. If any Member of the Management is absent without permission more than twice from any meeting of the Management during any financial year he shall automatically lose his Membership of such committee.
- 8.5 Notwithstanding the provisions of section 8.4, the Chairperson of the Management, or the Secretary of the Management, together with two other members of the Management shall at all times be entitled to convene an extraordinary meeting of the Management in order to consider urgent matters. The convener of such meeting shall be obliged to inform all available members of the Management orally of such meeting together with mention of the matters to serve before such meeting.
- 8.6 Should the Chairperson of any meeting, inclusive of Annual Meetings of the Club be absent, the Vice - Chairperson or failing him, the Treasurer shall act as Chairperson.
- 8.7 Every Member of the Management present at a meeting thereof shall have one vote and the Chairperson, or acting Chairperson, shall, in the case of an equality of votes, have a casting vote.
- 8.8 Decisions of the Management shall be taken by way of ordinary majority.
- 8.9 Four Members of the Management shall constitute a quorum. If Management however only comprises 3 members as per section 6.3, all 3 members must be present to constitute a quorum.
- 8.10 The Management shall, apart from any duties and powers conferred upon it in terms of this Constitution, also have such powers delegated to it by an Annual General Meeting or Extraordinary General Meeting, as well as such further powers as may be reasonably necessary for the proper running of the Club.
- 8.11 Notwithstanding any provisions of the preceding rule to the contrary, the Management shall have the sole prerogative to open and operate Banking and/or Saving accounts in the name of the Club.
- 8.12 Notwithstanding any provision to the contrary contained in this Part of the Constitution, the Management shall have the power to enter into sale - or lease agreements or any other agreement necessary for the proper running of the Club on behalf of the Club: Provided that the Management shall not be empowered to enter into any agreement for which there is insufficient funds; Provided further that full details of such agreements entered into shall be submitted to the next Annual Meeting.





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- 8.13 The Management shall be responsible for the compilation of an agenda for any Annual General meeting, any Extraordinary General Meeting which may prove to be necessary (excepting any Extraordinary General Meetings in terms of section 4.4.6), and shall furthermore be responsible for the compilation of the minutes of any such meeting.
- 8.14 Notwithstanding any other provisions to the contrary contained in this Constitution, the powers of Members of the Management may be revoked by an Extraordinary General Meeting if such meeting adopts a Motion of No Confidence in the Management. The constitution of such Meeting shall be mutatis mutandis in terms of section 7.1. If the Motion is accepted the vacancies shall be filled in terms of section 8.3
- 8.15 Notwithstanding any provision to the contrary contained in this Constitution, the Management shall be empowered to allow Members of a Club with similar aims as this Club, to participate in any function, exercise or competition of this Club.
- 8.16 The Management shall be entitled, but subject to section 14.3, and further subject to any policy determined by the Annual General Meeting or an Extraordinary General Meeting, to prescribe safety- and procedural rules for competitions, exercises and practices, but the Management shall not be entitled to intervene in the authority of any Range Officer during any shooting exercise or competition: Provided that where any such Range Officer exhibited serious negligence or recklessness and/or deviated materially from existing Policy or acknowledged Range Procedures and/or safety measures, the Management shall be entitled to convene an Extraordinary General Meeting within twenty-one days thereafter with due notice to all Club Members in order to request such Meeting to consider relieving such Range Officer from his office.
- 8.17 The Management shall be responsible to generate and maintain additional rules, regulations and procedures in order to manage the Club as required, provided that these are in line with and subject to the this Constitution. The Club's Constitution shall take precedence over any additional regulations and in case of conflicting interpretations, section 18 of this Constitution shall apply.

## **9 CHAIRPERSON OR ACTING CHAIRPERSON**

- 9.1 The Chairperson shall be obliged to report any irregularity in terms of this Constitution to the Management for consideration and action.
- 9.2 The Chairperson shall furthermore be obliged to take any reasonable steps to ensure the proper compliance to the provisions of this Constitution.
- 9.3 The Chairperson shall be obliged to report to the Annual General Meeting on the Clubs' activities during the preceding financial year, inclusive of any further matters which should be reported, in his view.

## **10 TREASURER**

- 10.1 The Treasurer shall in the first instance be responsible for the proper book-keeping of the financial affairs of the Club.
- 10.2 The Treasurer shall be responsible for advising Management, where necessary, on the financial affairs of the Club, and where necessary, to the Annual General Meeting or Extraordinary General meeting.
- 10.3 The Treasurer shall be responsible for the submission of the financial statements in respect of the preceding financial year to the first ensuing annual general meeting, or where an annual general meeting is not held in terms of this Constitution, then to an Extraordinary Annual General Meeting held in place of such Annual General Meeting.
- 10.4 The Treasurer shall be responsible for the collection of all membership fees payable in terms of this Constitution, as well as all other monies payable in terms of resolutions of an Annual General Meeting, an Extraordinary Annual General Meeting or in terms of existing policy as determined by Management (for example range fees, where applicable).
- 10.5 The Treasurer shall act as Secretary when the Secretary is not available.



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## **11 SECRETARY**

- 11.1 The Secretary shall be obliged to keep a complete record of all the Members of the Club, with indication of the class or type of membership of a particular Member, whether a Member has voting rights or not, as well as the full address and telephone number, if any, of such Members.
- 11.2 The Secretary shall be responsible for the keeping of minutes of all meetings and any Member with voting rights shall at all times have the right of insight in all such minutes. Should the Management, or the requisite percentage of Members having voting rights, require the convening of an Annual General Meeting or Extraordinary General Meeting, the Secretary shall convene such Meeting with not less than 21 nor more than 28 days notice in writing with mention of the date, time and place of such meeting given to all Members having voting rights.
- 11.3 The Secretary shall, subject to the provision of this Constitution, give at least seven days written notice to the Members of the Management of the convening of any ordinary Management meeting.
- 11.4 Every Notice of a meeting given by the Secretary in terms of this section shall be accompanied by an Agenda of the proposed Meeting.
- 11.5 At any ordinary meeting of the Management Committee, the Secretary shall submit the minutes of the proceedings of the following -
  - 11.5.1 the previous meeting of the Management;
  - 11.5.2 any Extra-Ordinary meeting of the Management Committee held subsequently;
  - 11.5.3 Any Annual General Meeting or Extraordinary General Meeting for confirmation of correctness before submission to the next ensuing Annual General Meeting or Extraordinary General Meeting held in terms of this Constitution.
- 11.6 The Secretary shall act as Treasurer when the Treasurer is not available and when advised by the Treasurer in writing thereof, and when the Secretary is available.

## **12 CONTRACTS, BANK- AND SIMILAR ACCOUNTS**

- 12.1 The Chairperson, or acting Chairperson, and the Treasurer, or acting Treasurer, shall be the empowered office bearers of the Club to operate banking - and savings accounts of the Club under their joint signatures.
- 12.2 The persons granted signing powers in terms of section 12.1 shall have the capacity to enter into agreements in terms of this Constitution.

## **13 FIREARMS**

- 13.1 The Annual General Meeting or Extraordinary General Meeting shall determine the class, type and caliber of firearms which may be used for any particular shooting discipline, and Members shall be allowed to use only such approved firearms in the discipline concerned.
- 13.2 Notwithstanding the provisions of section 13.1, the rules and regulation as approved by IPSC shall govern the sport of Practical Shooting.
- 13.3 Notwithstanding the provisions of section 13.1, the rules and regulation as approved by ICTF shall govern the sport of Clay Target Shooting.
- 13.4 Notwithstanding the provisions of section 13.1, the rules and regulation as approved by IPRF shall govern the sport of Precision Rifle Shooting.
- 13.5 Notwithstanding the provisions of section 13.1, the rules and regulation as approved by IMSSU shall govern the sport of Metallic Silhouette Shooting.
- 13.6 The Club may make use of rules from other Shooting Disciplines in the furtherance of the Club Objectives.



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## **14 RANGE OFFICERS / SAFETY OFFICIALS**

- 14.1 All shooting events of the Club and Subsidiary Club shall be undertaken under the supervision and control of a Club Member, or Members, qualified as "Range Officer" for sport shooting disciplines or as "Safety Official" for ordinary events not linked to a specific sport shooting discipline. No member is allowed to shoot on the range without at minimum a designated Safety Official being present.
- 14.2 Only the following persons shall be entitled to act as Range Officers:
  - 14.2.1 Any person, being a Member of the Club or an associated body with aims similar to those of the Club or its affiliated clubs, who are regarded/qualified, to act as a Range Officer/Referee to supervise and control any Range of Fire in terms of this Constitution or any national or international body to which the Club or the Republic of Namibia is affiliated: Provided that, in any national competition those persons regarded in Namibia to be acknowledged to be a Range Officer/Referee shall be accredited.
  - 14.2.2 Club Members who are eligible in terms of their experience, knowledge, and proven responsibility to act as Range Officers: Provided that no such person shall be entitled to act as Range Officer until such time that he/she passed a practical and theoretical test as approved by existing Range Officers and as authorized by the Management to act as Range Officer.
- 14.3 All members qualified as Range Officers shall choose the Principal Range Officer(s). The Principal Range Officer(s) of the Club shall compile and submit safety rules and procedures to Management for approval: Provided that the Management shall not be empowered to amend any of the proposed Rules or Procedures without consulting the Principal Range Officer(s): Provided further that any future amendment of the proposed Rules and Procedures shall only be amended upon recommendation of the Range Officers.
- 14.4 On ordinary shooting events or practice days not linked to a specific sport shooting discipline and where no Range Officer is available, a Safety Official approved by management shall be present. The Safety Official shall at minimum have demonstrated to Management that they are fully knowledgeable in the Club's Safety Regulations and Procedures and have demonstrated competency to oversee and enforce adherence to such.
- 14.5 Any Range Officer or Safety Official who acts at an exercise or competition or event or practice day of the Club, shall be in total control of the Clubs' premises and shall not be subject to criticism or harassment by competitors or spectators.

## **15 INSURANCE**

The Management shall, except where NAPSA, CTSA or other relevant National Body arranges for insurance for all its affiliated Members, annually investigate options and costs for adequate insurance of all its Members to cover the risks involved in all of the disciplines of Sport Shooting. The decision on the financial feasibility thereof and which insurance options to be implemented/renewed shall be decided upon by the members at each AGM.

## **16 DISSOLUTION OF THE CLUB**

- 16.1 Dissolution of the Club shall only occur upon a resolution of two successive Extraordinary General Meetings, which shall be held not less than one month nor longer than three months after one another: Provided that, where the Club effectively ceases to exist, and the aforementioned decision is not taken at the said meetings within one month's notice being given in writing by the Namibian Sport Council, such Council shall be entitled to dissolve the Club by way of one month's written notice which is to be brought to the attention of Club Members by way of an advertisement appearing in an English language newspaper.
- 16.2 Any assets of the Club which may be realized after dissolution of the Club shall be dealt with in a manner to be decided by NAPSA, or in its absence the NSSF, or in its absence, the Namibian Sports Council.



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## **17 AUDIT**

- 17.1 The Treasurer shall compile and submit annual financial statements to the Annual General Meeting of the Club.
- 17.2 Any Member of the Club shall be entitled to require that the financial statements of the Club shall be audited by external auditors: Provided that where no material discrepancy, or malpractice is found by such auditors, the Member requiring such audit shall bear the costs thereof: Provided further that every Member shall have the right of insight of the Clubs' financial records before taking a decision in terms of this section.

## **18 AMENDMENTS AND INTERPRETATION**

- 18.1 Amendments to this Constitution may only be done as follows:
  - 18.1.1 Sections One (1) and Eighteen (18): by a 100% majority vote of all Members in Good Standing at an Annual General Meeting or at an Extraordinary General Meeting.
  - 18.1.2 All other Clauses of this Constitution: by a two - thirds majority vote at an Annual General Meeting or at an Extraordinary General Meeting.
- 18.2 In the event that doubt is occasioned regarding the meaning of any provision of this Constitution, the interpretation of the Management shall be accepted until such time as the Annual General Meeting or Extraordinary General Meeting decides thereon.