

Republic of South Africa
Companies Act, No 71 of 2008, as amended

MEMORANDUM OF INCORPORATION FOR A NOT-FOR-PROFIT COMPANY

Name of company: **SOUTH AFRICA WATER POLO NPC**

Registration No.: **2025/152675/08**

This MOI was adopted by Special Resolution passed on **9 October 2025**, a copy of which was filed together with the notice of amendment.

MOI first adopted : **9 October 2025**

SA Water Polo Memorandum of Incorporation

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1. DEFAULT MEMORANDUM OF INCORPORATION NOT TO APPLY

The standard form Memorandum of Incorporation for a private not for profit Company referred to in Regulation 15(1)(a) **shall not apply** to the Company. This Memorandum of Incorporation is in a form **unique** to the Company as contemplated in Section 13(1)(a)(ii) of the Companies Act, No. 71 of 2008 (as amended).

2. INTERPRETATION

In this MOI -

- 2.1. words that are defined in the Act (which are contained in **Schedule 1** for ease of reference and which do not form part of this MOI for purposes of interpretation), but not defined in this MOI will bear the same meaning in this MOI as in the Act. For ease of reading, such terms have been capitalised in this MOI;
- 2.2. unless the context otherwise requires –
 - 2.2.1. “**Act**” means the Companies Act, No. 71 of 2008 (as amended);
 - 2.2.2. “**Address**” shall include e-mail address, business, residential or postal or any other address furnished by the Member to the Company;
 - 2.2.3. “**Affiliate Members**” means an organisation that is admitted to Membership of the Company in that category in accordance with the provisions of this MOI and any relevant Policy;
 - 2.2.4. “**Annual General Meeting**” means the annual general meeting of the Company in accordance with section 61 of the Companies Act;
 - 2.2.5. “the **Board**” means the Board of directors of the Company;
 - 2.2.6. “**CEO**” means the Chief Executive Officer of the Company, who has been appointed to attend to the day-to-day management of the Company;
 - 2.2.7. “**Chairperson**” means the chair of the Board and of the Company, who is appointed in accordance with clause 13.6.12.1;
 - 2.2.8. “**Companies Act Regulations**” means regulations published pursuant to the Companies Act, from time to time;
 - 2.2.9. “**Company**” means **SA Water Polo NPC** or by whatever other name it may be known from time to time;
 - 2.2.10. “**Deliver**” means deliver in the manner in which the Company is entitled to give notice or deliver documents in accordance with clause 30 (*Notices*) and the Companies Act;
 - 2.2.11. “**Director**” means a director of the Company;
 - 2.2.12. “**Elected Director**” means a Director who is elected in that class of Directors in accordance with clause 13.6;
 - 2.2.13. “**Electoral Officer**” means a person appointed by the Chairperson to act as the electoral officer at any election of Life Members or Elected Directors

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- 2.2.14. **"e-mail address"** means, in regard to electronic communication, any e-mail address furnished to the Company by a Member or a Director;
- 2.2.15. **"Individual Member"** means a person that is admitted to Membership of the Company in that category in accordance with the provisions of this MOI and any relevant Policy;
- 2.2.16. **"Ineligible or Disqualified"** means ineligible or disqualified: a) as contemplated in the Act which shall apply not only to Directors but also to members of Board committees and members of statutory committees, Prescribed Officers and the secretary of the Company; or b) through the failure to meet any other necessary conditions determined by the Board from time to time;
- 2.2.17. **"Insolvency Event"** means, in relation to any person, any of the following events or circumstances (excluding, in each instance, the occurrence of an event or circumstance in respect of which the Company has expressly waived reliance or in respect of which the Company has given its prior written consent):
- 2.2.17.1. an application or an order is made to or by a court for its winding up, sequestration or liquidation (as applicable), dissolution or administration, other than an application which has no prospect of success and is being contested in good faith and which is withdrawn or set aside within 15 Business Days;
 - 2.2.17.2. a binding order or binding declaration is made for the administration, custodianship, curatorship, bankruptcy, liquidation, sequestration, winding-up, judicial management or dissolution, (and whether provisional or final) of it or its estate;
 - 2.2.17.3. it is unable (or admits inability) to pay its debts generally as they fall due;
 - 2.2.17.4. it stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared or takes effect in respect of or affecting all or a material part of its Indebtedness or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Indebtedness;
 - 2.2.17.5. it takes any proceeding or other step with a view to the commencement of business rescue proceedings or the general readjustment, rescheduling or deferral of its Indebtedness (or any part thereof which it would otherwise be unable to pay when due) or any resolution is taken or proposed to take any such step;
 - 2.2.17.6. any receiver, administrative receiver, judicial receiver, judicial manager, administrator, compulsory manager, judicial custodian, curator, trustee in bankruptcy, liquidator or the like is appointed in respect of it or any part of its assets or it requests any such appointment;
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- 2.2.17.7. it commits any act which, if such act was committed by an individual, would be an act of insolvency within the meaning of section 8 of the Insolvency Act No. 24 of 1936 (as amended) or any analogous legislation in any jurisdiction to which such person is subject;
- 2.2.18. **“Life Membership”** means a person who is admitted to Membership of the Company in that category in accordance with the provisions of this MOI, and **“Life Member”** shall be construed accordingly;
- 2.2.19. **“Member”** means a Member of the Company in any category admitted in accordance with the provisions of this MOI and **Membership** is membership of the Company in any category;
- 2.2.20. **“Member Present”** means, in connection with a meeting, the Member present in person or electronically, by appointment of a Member’s Representative, by proxy or by attorney;
- 2.2.21. **“Member’s Representative”** means the delegate of a Member appointed by that Member to attend meetings of the Company and exercise the powers of that Member at meetings of the Company;
- 2.2.22. **“MOI”** means this Memorandum of Incorporation of the Company, as amended from time to time;
- 2.2.23. **“Nominations Committee”** means the committee so named, which is established in accordance with clause 19.12.2 of this MOI;
- 2.2.24. **“Provincial Member”** means an organisation that is admitted to Membership of the Company in that category in accordance with the provisions of this MOI.
- 2.2.25. **“Register”** means the register of Members required to be kept in terms of section 24(4) of the Companies Act;
- 2.2.26. **“Registration”** means registration or affiliation of an Individual Member or an Affiliate Member with a Provincial Member, such registration being in the form of a signed application form and, in the case of Individual Members, their consent to Membership of the Company. **Registered** has a corresponding meaning;
- 2.2.27. **SASCOC** means the South African Sports Confederation and Olympic Committee;
- 2.2.28. **“SAWP Regulations and Policies”** means such regulations and policies adopted and amended by the Company from time to time (including but not limited to the Transformation Policy, the SAWP Code of Ethics, the Delegation of Authority, the Rules and Code of Conduct and the Anti-Doping Rules), which together with this MOI will regulate all aspects of Water Polo in the Republic of South Africa;
- 2.2.29. **“Sport”** means the sport of water polo as recognised and regulated by WA from time to time and includes modified forms of the sport developed for junior, development and other purposes;
- 2.2.30. **“Sporting Power”** means the power to be sought by the Company through WA to control and manage the Sport in South Africa;

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- 2.2.31. **"Voting Member"** means an Individual Member in good standing and who is entitled by operation of this MOI to vote on a resolution;
- 2.2.32. **"WA"** means World Aquatics, formerly known as the Fédération Internationale de Natation (FINA), the sole and exclusive world governing body for all aquatic sports including the Sport;
- 2.2.33. **"Water Polo Regulations"** means the statutes and regulations of WA applicable to the Sport and the Company; and
- 2.2.34. **"Writing"** and **"Written"** includes electronic communication but as regards any Member entitled to vote, only to the extent that such Member has notified the Company of an e-mail address;
- 2.3. all references to "section/s" in this MOI refer to the sections of the Act unless the context indicates otherwise;
- 2.4. Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:
 - 2.4.1. a gender includes all genders;
 - 2.4.2. the singular includes the plural and conversely;
 - 2.4.3. where a word or phrase is defined, its other grammatical forms have corresponding meaning;
 - 2.4.4. a reference to a paragraph or sub-paragraph is to a paragraph or sub-paragraph, as the case may be, of the clause or paragraph, respectively, in which the reference appears;
 - 2.4.5. a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments promulgated under it;
 - 2.4.6. except in so far as a contrary intention appears in this MOI, an expression has, in a provision of this MOI which relates to a particular provision of the Law, the same meaning as in that provision of the Law;
 - 2.4.7. a mention of anything after include, includes or including does not limit what else might be included; and
 - 2.4.8. a reference to a person includes a corporation, incorporated association, trust, partnership, unincorporated association or other entity, whether or not it comprises a separate legal entity.

3. CALCULATION OF BUSINESS DAYS

When a particular number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by —

- 3.1. excluding the day on which the first such event occurs
- 3.2. including the day on or by which the second event is to occur; and

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- 3.3. excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in clauses 2.1 and 2.2 respectively.

4. NON-PROFIT COMPANY

The Company is a Non-Profit Company as it is -

- 4.1. incorporated for a public benefit or other object as required by [item 1\(1\)](#) of [Schedule 1](#) to the Act;
- 4.2. consistent with the principles set out in items 1(2) to 1(9) of Schedule 1 to the Act; and
- 4.3. is prohibited from directly or indirectly distributing any of its funds to any person (otherwise than in the course of carrying out its stated objects) and is required to solely utilise its funds for the purpose that it has been established.

5. OBJECTS OF THE COMPANY

- 5.1. The Company recognises WA as the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of the Sport. So that the above authority may be exercised in a fair and reasonable manner, WA has drawn up the Water Polo Regulations which govern the Sport.
- 5.2. The Company acquiesces to and is bound by the Water Polo Regulations adopted by WA. The Company shall apply to be recognised by WA and delegated by WA with exercising the Sporting Power for South Africa, and similarly with WA's regional and affiliate structures such as The Confederation Africaine de Natation Amateur (CANA), the African Continental Organisation representing WA and its regional structure, CANA Zone IV; and the African Union Sport Council (AUSC Region 5) through its affiliation with CANA Zone IV.
- 5.3. The Company further seeks to be registered with and recognised by:
 - 5.3.1. Sport & Recreation South Africa (SRSA) as a National Federation;
 - 5.3.2. SASCOC, the sole sporting body for all sports Federations as promulgated by the National Sports and Recreation Act. Their principles cover the:
 - 5.3.2.1. mandate to deliver high performance sport;
 - 5.3.2.2. preparations, assemblies and deliveries of all international multi-coded teams, termed Team South Africa;
 - 5.3.2.3. establishment of an academy system, integrated with athlete support systems;
 - 5.3.2.4. lead in national macro sports policy formulation, such as the National Sports Plan.
 - 5.3.3. The South African Revenue Services (SARS) as a Public Benefit Organisation; and
 - 5.3.4. The Department of Social Development as a Non- Profit Organisation.
- 5.4. The primary objects of the Company are to:

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- 5.4.1. once duly recognised, adopt and exercise the Sporting Power as the national federation for the sport in South Africa, and be the single controlling body and administrator of the Sport in South Africa;
 - 5.4.2. conduct, encourage, promote, advance, control, foster, develop and manage all levels of the Sport in South Africa interdependently with Members and others;
 - 5.4.3. generally act in the best interests of the Sport;
 - 5.4.4. facilitate participation in international competitions, tournaments and matches;
 - 5.4.5. foster, control, conduct and administer tournaments, competitions and matches and participation in those competitions on a national, inter-provincial and invitational basis;
 - 5.4.6. seek, and thereafter maintain, affiliation with WA;
 - 5.4.7. co-operate with the relevant water polo associations, SASCOC and/or other persons in all matters relating to international competitions or relating to the Sport;
 - 5.4.8. adopt codes of conduct and best practices in line with the Governance Code for sport adopted by SASCOC;
 - 5.4.9. delegate appropriate functions and responsibilities to Provincial Members;
 - 5.4.10. establish and maintain financial security by obtaining funds from all private, public, governmental, institutional sources and from Members;
 - 5.4.11. negotiate, co-operate and work with international and domestic organisations as required in order to fulfil the objects of the Company;
 - 5.4.12. encourage the provision and development of appropriate facilities for participation in the Sport;
 - 5.4.13. promote the Sport for commercial, government and public recognition and benefits;
 - 5.4.14. control the use of the name of the Company and its intellectual property;
 - 5.4.15. to make rules, regulations and by-laws and policies for the control and conduct of the Sport in South Africa and for purposes consistent with the objects of the Company; and
 - 5.4.16. have regard to the public interest in its operations.
- 5.5. The Company may undertake other activities not inconsistent with the primary objects set out in this clause 5 to enhance, promote or protect the interests of the Company.

6. POWERS AND CAPACITY OF THE COMPANY

- 6.1. The Company shall have power under this clause 6 to:
- 6.1.1. perform any action;
 - 6.1.2. exercise any power; or
 - 6.1.3. engage in any conduct or procedure,

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- in any case where the Act confers that power on any a Non-Profit Company if that power is comprised in its constitution documents, despite any other provision of this MOI
- 6.2. The rules of the Company specified in this MOI shall apply subject to and in compliance with any mandatory provision of the Act as well as the limitations in clause 7.
- 6.3. Any mandatory provision of the Act shall be incorporated into this MOI and shall prevail over any provision contained in this MOI but only to the extent of any inconsistency between the Act and this MOI.
- 6.4. Notwithstanding clause 6.1 above, the Company may do all other things that are incidental or conducive to carrying out the Company's objects.
- 6.5. Where this MOI provides that a person may do a particular act or thing, the act or thing may be done at the person's discretion.
- 6.6. Where this MOI confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the same manner and subject to the same conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.
- 6.7. Where this MOI confers a power to do a particular thing in respect of particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that thing in respect of some only of those matters or in respect of a particular class or particular classes of those matters and to make different provision in respect of different matters or different classes of matters.
- 6.8. Where this MOI confers a power to make appointments to any office or position, the power is, unless the contrary intention appears, to be taken to include a power:
- 6.8.1. to appoint a person to act in the office or position until a person is appointed to the office or position; and
- 6.8.2. subject to any contract between the Company and the relevant person, to remove or suspend any person appointed, with or without cause
- 6.9. Where this MOI confers a power or imposes a duty then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.
- 6.10. Where this MOI confers a power or imposes a duty on the holder of an office as such then, unless the contrary intention appears, the power may be exercised and the duty must be performed by the holder for the time being of the office.
- 6.11. Where this MOI confers power on a person or body to delegate a function or power:
- 6.11.1. the delegation may be concurrent with, or (except in the case of a delegation by the Board of Directors) to the exclusion of, the performance or exercise of that function or power by the person or body;
- 6.11.2. the delegation may be either general or limited in any manner provided in the terms of delegation;

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- 6.11.3. the delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of a specified office or position;
- 6.11.4. the delegation may include the power to delegate;
- 6.11.5. where the performance or exercise of that function or power is dependent on the opinion, belief or state of mind of that person or body in relation to a matter, that function or power may be performed or exercised by the delegate on the opinion, belief or state of mind of the delegate in relation to that matter; and
- 6.11.6. the function or power so delegated, when performed or exercised by the delegate, is to be taken to have been performed or exercised by the person or body.

7. CONDITIONS

7.1. The Company -

- 7.1.1. must apply all of its assets and income, however derived, to advance its stated objects, as set out in its MOI; and
- 7.1.2. subject to clause 7.1.1 may -
 - 7.1.2.1. acquire and hold securities issued by a profit company; or
 - 7.1.2.2. directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to its stated objects.

7.2. The Company must not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless whether how the income or asset was derived, to any Person who is or was an incorporator of the Company, or who is a Director or an Affiliate Member, except -

- 7.2.1. as reasonable -
 - 7.2.1.1. remuneration for goods delivered to, at the direction of, the Company; or
 - 7.2.1.2. remuneration for services rendered to, at the direction of, the Company; or
 - 7.2.1.3. payment of, or reimbursement for, reasonable expenses incurred to advance a stated object and/or the activities of the Company;
- 7.2.2. as a payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that Person or another; or
- 7.2.3. as a payment in respect of any rights of that Person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or
- 7.2.4. in respect of any legal obligation binding on the Company.

8. AMENDMENTS TO THE MOI

Save for correcting errors substantiated as such from objective evidence or which are self-evident errors (including, but without limitation *eiusdem generis*, spelling, punctuation, reference, grammar or

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similar defects) in the MOI, which the Board is empowered to do, all other amendments of the MOI shall be effected in accordance with sections 16(1) and 16(4) of the Act. The Board shall publish a copy of any such correction effected by the Board on the Company's web site, if any.

9. THE MAKING OF RULES

The Board shall be entitled to make Rules as contemplated in the Act.

10. WINDING UP

10.1. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the Members of the Company but shall be given or transferred to an institution having objects similar to the objects of the Company and whose constituting documents prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under clause 7 above, such institution or institutions to be determined by the Members unanimously, and failing that determination by the Board of SASCOC or such judge of the High Court of South Africa as may have or acquire jurisdiction in the matter.

11. MEMBERSHIP

11.1. Membership is limited as follows:

- 11.1.1. Subject to clauses 11.1.2 and 11.1.6, the number of Members for which the Company can be registered is unlimited.
- 11.1.2. Subject to clause 11.1.6, Membership of the Company is divided into the categories specified in clause 11.3. Only those organisations or people who satisfy the qualification and admission criteria for Membership in a particular category, and all other requirements set out in this MOI concerning admission to Membership, shall be eligible to become a Member in that class.
- 11.1.3. Subject to the requirements of this MOI regarding obligations upon applicants for Membership, a candidate for Membership in any category shall agree to be bound by this MOI, the SAWP Regulations and Policies, the Water Polo Regulations, including in particular the requirements set out in clause 11.5, by signing and forwarding an application to the Company to this effect in a form approved by the Directors and agreeing to their name being entered on the Register.
- 11.1.4. Nothing in this MOI shall be interpreted to restrict or hinder or declare as invalid a resolution of the Board to suspend or otherwise decide to not accept any application for Membership.
- 11.1.5. The Board may develop and implement Policies which set out the privileges and benefits of Membership in each category.
- 11.1.6. The Board may create other categories of Membership of the Company and, once any such category is created, make all such rules, policies and determinations in relation to that category that the Board is authorised to make in relation to other categories of Membership, PROVIDED THAT any such category of Membership created by the Board (and any Members admitted in that category) shall not be granted any voting rights.

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11.2. No transfer of Membership shall be permitted.

Categories of Membership

11.3. The categories of Membership of the Company and the corresponding qualification and admission criteria for Membership in that category are as follows:

11.3.1. Individual Member

Means a natural person who is a member of a Provincial Member, Affiliate Member or other organisation which participates in water polo activities sanctioned or conducted under the auspices of the Company.

11.3.2. Provincial Members:

11.3.2.1. Those organisations whose names are recorded in the Register and in **Appendix A** to this MOI as being Provincial Members; and

11.3.2.2. the organisation recognised by the Company as the organisation responsible for the administration of the Sport within the whole of a particular South African Province.

11.3.3. Affiliate Members:

Organisations with objects and interests which align to and are consistent with the objects and interests of the Company and which meets the criteria for Affiliate Membership determined by the Board and set out in the relevant the SAWP Regulations and Policies.

11.3.4. Life Members:

Persons who have provided at least ten (10) years outstanding service to the Company and/or the Sport at a national level and who have been admitted to Life Membership in accordance with a policy determined by the Board and set out in the relevant the SAWP Regulations and Policies.

For the avoidance of doubt, Life Membership may be granted posthumously.

Form of Application

11.4. An application for Membership in all categories other than Life Membership, and a nomination in the case of Life Membership, must:

11.4.1. be in writing or electronically, in a form approved by the Directors.

11.4.2. be signed if in writing:

11.4.2.1. by the applicant (and/or her/his guardian, if applicable); and

11.4.2.2. completed in accordance with the policy determined by the Board from time-to-time in respect of a nomination for Life Membership.

11.4.3. specify the category of Membership in respect of which the application is made.

11.4.4. be accompanied by any other documents, information or evidence as to the qualification for Membership in the particular category for which the Directors reasonably require or which is required by this MOI.

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- 11.4.5. be accompanied by the requisite membership application fee, annual membership fee and / or any other amount determined by the Board.

Requirements and Obligations of Members

11.5. All Members:

- 11.5.1. are bound by this MOI and the Water Polo Regulations;
- 11.5.2. shall comply with and observe this MOI and any determination, resolution or policy which may be made or passed by the Board from time to time;
- 11.5.3. are subject to the jurisdiction of the Company;
- 11.5.4. acknowledge that this MOI and that Water Polo Regulations are necessary and reasonable for promoting the objects contemplated in clause 5 above;
- 11.5.5. acknowledge that this MOI and the Water Polo Regulations are made in the pursuit of a common object, namely the mutual and collective benefit of the Company, the Members and the Sport in South Africa.

11.6. Further to any other provision of this MOI, each Provincial Member will be either a Non-Profit Company with limited liability incorporated in terms of the Act, or a voluntary association with perpetual succession. In addition, each Provincial Member will:

- 11.6.1. have objects that align with those of the Company as set out in this MOI, and do all things reasonably necessary to enable those objects to be achieved, having regard to any legislation applicable to that Provincial Member (as appropriate);
- 11.6.2. effectively promulgate and enforce the MOI, the SAWP Regulations and Policies of the Company and the Water Polo Regulations;
- 11.6.3. at all times act for and on behalf of the interests of the Company, the Members and the Sport;
- 11.6.4. be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
- 11.6.5. provide the Company with copies of its independently reviewed accounts, annual report and associated documents immediately following its annual general meeting;
- 11.6.6. provide the Company with copies of its business plans and budgets from time to time and within fourteen (14) days of request by the Board;
- 11.6.7. act in good faith and loyalty to maintain and enhance the Company and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
- 11.6.8. at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Company's objects;
- 11.6.9. maintain a database of all clubs, officials and members (including participants) registered with it, in accordance with the SAWP Regulations and Policies and

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provide a copy to the Company upon request from time to time by the Board in such means as may be required;

11.6.10. not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development; and

11.6.11. advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage its business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the relevant Provincial Member and on such conditions as the Company considers appropriate.

11.7. Constitutions of Provincial Members:

11.7.1. Each Provincial Member shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with WA Constitution, this MOI and the SAWP Regulations and Policies, subject to any prohibition or inconsistency in any legislation applicable.

11.7.2. The constituent documents and any proposed amendments to the constituent documents of each Provincial Member shall be subject to the approval of the Company.

11.7.3. It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the Provincial Member provided that the said constituent documents and proposed amendments conform with the WA Constitution, this MOI and the SAWP Regulations and Policies.

11.7.4. If the constituent documents do not conform with the WA Constitution, this MOI and the SAWP Regulations and Policies, the relevant Provincial Member shall, without delay, take all steps necessary to address the inconsistency so that those documents conform with this MOI and the SAWP Regulations or Policies.

11.7.5. For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Provincial Member and the WA Constitution, this MOI or the SAWP Regulations and Policies, then the WA Constitution, this MOI and the SAWP Regulations and Policies shall prevail to the extent of the inconsistency.

11.7.6. The constituent documents of a Provincial Member must require the Provincial Member to:

11.7.6.1. advise the Company as soon as practicable after any serious administrative, operational or financial difficulties the Provincial Member is having;

11.7.6.2. assist the Company in investigating those issues; and

11.7.6.3. cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an

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administrator to conduct and manage the Provincial Member's business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the Provincial Member and on such conditions as the Company itself considers appropriate.

11.8. The following requirements apply in respect of Affiliate Membership:

- 11.8.1. Natural persons are not entitled to become Affiliate Members;
- 11.8.2. When applying for Affiliate Membership an organisation must, with its application, submit its constituent documents to the Company;
- 11.8.3. The Board may make regulations or policies which establish different categories of Affiliate Membership; and the criteria which must be satisfied in order to be granted Affiliate Membership in a particular category.

Admission to Membership

11.9. Categories other than Life Membership

In respect of all categories of Membership except for Life Membership the process for admission to Membership of the Company is as set out in clauses 11.9.1 to 11.9.6 below:

- 11.9.1. The CEO, or their appointed nominee, must consider an application for Membership and determine, subject to this MOI, the admission or rejection of the applicant.
- 11.9.2. The CEO may require any applicant for Membership to give such information as they require before admitting the applicant to Membership of the Company.
- 11.9.3. The CEO may, at their discretion, refer a decision as to the admission of an applicant for Membership for decision by the Board.
- 11.9.4. If an application for Membership is rejected the CEO, or their nominee:
 - 11.9.4.1. shall provide a reason for the rejection of an application;
 - 11.9.4.2. must, however, notify the applicant in writing of the rejection of the application; and
 - 11.9.4.3. must return to the applicant any amount paid to the Company in accordance with clause 11.4.5 above.
- 11.9.5. If an application for Membership is accepted the name and details of the Member shall be entered into the register of Members.
- 11.9.6. The CEO, or their appointed nominee may require that a Member execute additional documents once that Member has been admitted to Membership in order to remain a Member.

Notification by Members

11.10. Each Member must promptly notify the Secretary in writing of any change in the Member's qualification to be a Member of the Company.

Discipline of Members and Cessation of Membership Rights

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- 11.11. A resignation of any Member shall be addressed to and forwarded to the Secretary.
- 11.12. The Board has the power to recommend that the Company in general meeting, by Special Resolution, expel, suspend, censure, fine or otherwise sanction a Member, in the event of a Member:
- 11.12.1. wilfully refusing or neglecting to comply with the provisions of this MOI or the directions of the Board;
 - 11.12.2. failing, wilfully refusing or neglecting to pay any subscription, fee or other amount due to the Company from time to time;
 - 11.12.3. engaging in or allowing any of its officers, employees or members to engage in any conduct which is or which would have the tendency to be detrimental to the interests of the Company or the Sport;
 - 11.12.4. engaging in or allowing any of its officers, employees or members to engage in any conduct which has brought, brings or which would have the tendency to bring the Company, the Sport or the Member into disrepute; or
 - 11.12.5. acting in or allowing any of its officers, employees or members to act in a manner which is materially inconsistent with, contrary to or prejudicial to the best interests of the Company or the Sport.
- 11.13. However, the Company shall not exercise this power unless at least one week before the meeting of the Company at which such resolution is passed, the Member:
- 11.13.1. had notice of the meeting and the allegations against the Member;
 - 11.13.2. had notice of the intended resolution; and
 - 11.13.3. had an opportunity of giving orally or in writing any explanation or defence the Member may think fit.
- 11.14. Membership shall cease and the Secretary may remove the Member's name from the Register of Members as the case may be upon being satisfied that any one of the following has occurred:
- 11.14.1. if the Member dies;
 - 11.14.2. if the Member is convicted of an indictable offence that is punishable by imprisonment for twelve (12) months or more;
 - 11.14.3. if the Member is or has become mentally incapacitated;
 - 11.14.4. an Insolvency Event occurring in relation to a Member;
 - 11.14.5. a written resignation from the Member has been received by the Secretary with one (1) month's notice;
 - 11.14.6. if a resolution expelling the Member from Membership of the Company has been passed in accordance with clause 11.13;
 - 11.14.7. in the case of an Affiliate Member granted a licence to participate in any commercial Water Polo competition, that Member has ceased to hold a current licence to participate in such competition or has ceased to be a member of a Provincial Member; or

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11.14.8. if clause 11.16 applies.

- 11.15. In the event that a Member has not paid any subscription, fee or other amount owing by the Member to the Company within thirty (30) days after the due date for the payment of that sum, the Member's rights, including without limitation the right to attend and vote at general meetings of the Company, shall automatically be suspended.
- 11.16. In the event that Member has not paid any subscription, fee or other amount owing by the Member to the Company within sixty (60) days after the due date for the payment of that sum, the Secretary shall serve notice on the Member that if all outstanding amounts are not paid to the Company within a period of fourteen (14) days from the date of the notice, that Member's Membership shall cease, and that his name and all other details will thereafter be removed from the Register.
- 11.17. Nothing in these clauses 11.10 to 11.17 is to be interpreted as preventing or restricting the Board in the making of further regulations or policies concerning the conduct of Members and the disciplining of Members where the SAWP Regulations and Policies are breached, provided that those regulations or polices do not conflict with the provisions of this MOI.

Step-In Rights

- 11.18. If the Board reasonably believes that it needs to take any action in connection with the implementation of the obligations imposed on a Provincial or Affiliate Member in terms of this MOI and/or SAWP Regulations, then the Board shall be entitled to take action in accordance with the provisions of this clause 11.18.
- 11.19. The Board shall as soon as possible after determining that action is required to be taken by the Company as contemplated, notify the Provincial- or Affiliate Member in Writing of –
- 11.19.1. the action it wishes to take;
 - 11.19.2. its reasons for taking such action;
 - 11.19.3. the date when it wishes to commence such action;
 - 11.19.4. the time period (the “**Step-In Period**”) which it reasonably believes will be necessary for such action; and
 - 11.19.5. to the extent practicable, the effect of such action on the Provincial- or Affiliate Member and its obligations to perform in terms of this MOI and/or SAWP Regulations during the Step-In Period.
- 11.20. Following the service of such notice, the Board shall take such action as notified under clause 11.19 and any ancillary action as it reasonably believes is necessary (the “Necessary Action”) and the Provincial- or Affiliate Member shall give all reasonable assistance to the Company in the conduct of such Necessary Action.

12. MEETINGS OF THE COMPANY

Power to convene

- 12.1. An Annual General Meeting of the Company shall be held after the end of each financial year of the Company within the time limit prescribed by the Law. Any reference in this MOI to a general meeting includes a reference to any Annual General Meeting.

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12.2. The Board:

- 12.2.1. may, whenever they think fit, convene a general meeting; and
 - 12.2.2. must, on the requisition in writing of a Provincial Member, immediately convene a general meeting to be held as soon as practicable but, in any case, not later than one (1) month after the date of the submission of the requisition.
- 12.3. If the Directors do not, within twenty-one (21) days after the date of the submission of a requisition pursuant to clause 12.2.2, proceed to convene a general meeting, the requisitioning party may convene a general meeting to be held not later than two (2) months after the date of submission of the requisition.
- 12.4. The Board may postpone or cancel by notice, in writing to all parties entitled to receive notices of meetings of the Company, a general meeting convened by the Board, except that a meeting convened on requisition under clause 12.2.2 shall not be postponed or cancelled without the consent of the requisitioning party.

Notice of general meetings and attendance at general meetings

- 12.5. Provincial Members and Life Members shall be entitled to receive written notice of meetings of the Company. Further, written notice of meetings of the Company shall be given to:
- 12.5.1. each Director;
 - 12.5.2. the Secretary; and
 - 12.5.3. the Company's appointed auditor.
- 12.6. Subject to provisions of the Corporations Act relating to special and other resolutions, at least sixty (60) days written notice must be given, to any Member or other person entitled to receive notice under this MOI, of any general meeting, provided that, subject to the Corporations Act, a general meeting may be called by shorter notice.
- 12.7. Each notice convening a general meeting shall contain the information required by Law.
- 12.8. The non-receipt of a notice convening a general meeting by or the accidental omission to give notice to any person entitled to receive notice shall not invalidate the proceedings at or any resolution passed at the general meeting.

Quorum

- 12.9. No business shall be transacted at any general meeting unless a quorum of parties eligible to vote is present at the time when the meeting proceeds to business. A quorum for a general meeting shall be the number of participants (by their delegate or by proxy) representing the lesser of at least one third of the total votes of Members' votes eligible to be cast, or fifty (50) Members eligible to vote.
- 12.10. If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time; provided that if on the day which the meeting is adjourned a quorum as described in 12.9 is not present within 30 minutes from the time appointed for the meeting the Members present shall constitute a quorum.

Chairperson of meetings

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12.11. Subject to clause 12.12, the Chairperson shall preside as chairperson at every general meeting.

12.12. Where a general meeting is held and:

12.12.1. there is no Chairperson; or

12.12.2. the Chairperson is not present within fifteen (15) minutes after the time appointed for the meeting or does not wish to act as chair of the meeting,

the Members present shall elect as chair of the meeting another Director who is present and willing to act, or if no other Director willing to act is present at the meeting, a Member's Representative who is present and willing to act.

12.13. Any question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chair of the meeting, whose decision is final.

Adjournments

12.14. The chair of the meeting may adjourn the general meeting from time to time and from place to place.

12.15. No business shall be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.

12.16. When a general meeting is adjourned for twenty-one (21) days or more, notice of the adjourned general meeting shall be given as in the case of an original general meeting.

12.17. Except as provided by clause 12.16 it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

Voting at general meetings

12.18. A Member under the age of eighteen (18) may not vote at an AGM.

12.19. Unless otherwise determined by the Board or a poll is demanded, any resolution to be considered at a general meeting shall be decided on a show of hands and/or verbal communication. Save for the elections in respect of the 2025 AGM, elections shall be conducted in accordance with the voting rules set out in **Schedule 4**.

12.20. A declaration by the chair of the meeting that a resolution has on a show of hands and/or by verbal communication been carried or lost and an entry to that effect in the minutes of the general meeting shall be taken as conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.

12.21. A poll for a resolution may be requested by the chair of the meeting or by at least ten (10) Members present and entitled to vote on the resolution. A request for a poll may be withdrawn.

12.22. An objection to the qualification of a person to vote at a general meeting:

12.22.1. must be raised before or at the general meeting of which the vote objected to is given or tendered; and

12.22.2. must be referred to the chair of the meeting, whose decision is final.

12.23. A vote not disallowed by the chair of a meeting under clause 12.22 is valid for all purposes.

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Procedure for polls

- 12.24. Subject to this clause, a poll when requested shall be taken in the manner and at the time the chair of the meeting directs.
- 12.25. The result of the poll shall be a resolution of the general meeting at which the poll was requested.
- 12.26. The request for a poll shall not prevent a general meeting from continuing with the transaction of any business other than that on which a poll has been requested.

No casting vote for chair

- 12.27. In the event of an equality of votes on a show of hands or on a poll the chair of the meeting shall not have a casting vote.

Representation and voting of Members

- 12.28. Subject to this MOI and subject to clauses 12.28 to 12.32 in relation to the appointment of proxies:
- 12.28.1. At general meetings of the Company each Individual Member entitled to attend and vote (taking into account 11.15 above) may attend and vote in person, by proxy or, if applicable, electronically;
 - 12.28.2. Every Individual Member Present having the right to vote at a general meeting has one vote.
 - 12.28.3. Provincial Members, through their Member's Representative, have the right to attend, speak and vote at general meetings;
 - 12.28.3.1. Where the Provincial Member is not a natural person, the Provincial Member shall appoint one (1) Member's Representative who is entitled to attend the meeting as the representative of that Member and exercise all of the powers of that Member which are exercisable at that meeting.
 - 12.28.3.2. A Provincial Member's appointment of a Member's Representative shall be by a written instrument executed by the Provincial Member.
 - 12.28.3.3. The Member's Representative of a Provincial Member must be the president/chair, a governing body member or director or the chief executive officer of that Provincial Member unless the chairperson of that Provincial Member otherwise provides written authority for the appointment some other person as its Member's Representative on whatever terms as are determined by the chairperson.
 - 12.28.4. Affiliate Members and Life Members have the right to attend and speak, but not vote, at general meetings.

Proxies

- 12.29. A Individual Member entitled to vote at a meeting of the Company may appoint a proxy. A proxy must be another Member who is by reference to this MOI entitled to attend and vote at

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that general meeting either in person or as a Member's Representative. A person may not act as a proxy for more than two Members.

- 12.30. An instrument appointing a proxy must be in writing under the hand of the appointor personally.
- 12.31. An instrument appointing a proxy shall be in the form which appears at **Schedule 3**.
- 12.32. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated; however, if the instrument appointing a proxy specifies the way in which a proxy is to vote on any particular matter put to a vote at a general meeting then the proxy must vote in the manner indicated in the instrument appointing the proxy.
- 12.33. The documents to be received under this MOI for an appointment of a proxy to be effective must be received by the Company not less than twenty-four (24) hours before the meeting commences or resumes (as the case may be).

Right of officers and advisers to attend general meeting

- 12.34. A Secretary and any other officer of the Company who is not a Member shall be entitled to be present and, at the request of the chair of the meeting, to speak at any general meeting.
- 12.35. Any other person requested by the Directors to attend any general meeting shall be entitled to be present and, at the request of the chair of the meeting, to speak at that general meeting.

Resolutions

- 12.36. Every resolution of the Members is either an ordinary resolution or a special resolution. An ordinary resolution, save to the extent expressly provided in respect of any particular matter contemplated in this MOI, shall be required to be adopted with the support of more than fifty percent (50%) of the Members Present exercised on the resolution. A Special Resolution, save to the extent expressly provided in respect of any particular matter contemplated in this MOI, shall be required to be adopted with the support of at least seventy-five percent (75%) of the Members Present exercised on the resolution. This Memorandum does not require a special resolution for any other matter not contemplated in section 65(11) of the Companies Act.

Circulating resolutions

- 12.37. Nothing in this MOI limits the Company's power under the Law to pass a resolution as a circulating resolution.

13. DIRECTORS

The Board

- 13.1. The Board shall consist of not less than five (5) and a maximum of nine (9) Directors.
- 13.2. A person can only be appointed as a Director in accordance with the procedures set out in this MOI.
- 13.3. **Ineligible Person:** A person shall not be eligible for appointment as a Director:
 - 13.3.1. Unless that person has already attained the age of eighteen (18) years;

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- 13.3.2. If that person has been appointed to, or acted as, Chief Executive Officer of the Company at any time during the three (3) year period ending on the day before that person takes office as a Director or
 - 13.3.3. If that person is ineligible / disqualified in terms of section 69(7) and (8) of the Companies Act read with Regulation 39(3).
 - 13.4. Disqualifying Position: A person who:
 - 13.4.1. is an employee of the Company (save for the CEO), a Provincial Member, or an Affiliate Member;
 - 13.4.2. holds an Official Position with a Provincial Member; or
 - 13.4.3. is appointed by the Company, a Provincial Member, or an Affiliate Member as a head coach or as a coach of any team selected by that organisation;

(each of the positions described in clauses 13.4.1 to 13.4.3 a “**Disqualifying Position**”)
may not hold office as a Director unless the person complies with clause 13.4.5.

 - 13.4.4. If a Director subsequently accepts or is later appointed to a Disqualifying Position, that Director must immediately notify the Directors of that fact, where thereafter clause 14.7.7 applies, unless that Director elects to comply with clause 13.4.5.
 - 13.4.5. If a person holding a Disqualifying Position is appointed as a Director then that person must resign from the Disqualifying Position within seven (7) days, otherwise the appointment of the person as a Director is void ab initio.
- 13.5. Composition:
 - 13.5.1. The composition of the Board shall be as follows:
 - 13.5.1.1. Up to a maximum of five (5) Elected Directors.
 - 13.5.1.2. Up to a maximum of three (3) Appointed Directors.
 - 13.5.1.3. The CEO, *ex officio*, in accordance with 15.2 below.
 - 13.5.2. All Directors shall be elected or appointed (as the case may be) for a term of three (3) years expiring at the conclusion of the third Annual General Meeting following their most recent election or appointment, subject to this MOI.
 - 13.5.3. A person cannot serve continuously as a Director for more than a nine (9) year maximum aggregate period, with all time in service as a Director of any kind counting (cumulatively) towards the total time, subject to the relevant provisions of this MOI being followed for the purposes of the appointment of Elected Directors, and the Appointed Directors.
 - 13.5.4. For the purposes of calculating the maximum period of nine (9) continuous years, gaps in service as a Director of any kind of less than 15 months will be disregarded in any such calculation. For avoidance of doubt, service either side of a gap in service as a Director of less than 15 months will be deemed to be continuous service and a gap of at least 15 months resets the start of the period of continuous service from the ending of that gap.

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- 13.5.5. In full compliance with clause 18 and the Act, all Directors shall act and perform their functions and duties independently of any other role or interest, including within the Sport, acting at all times and doing all things necessary under this MOI in the interests of the Company.

The appointment of Directors and the Chairperson

- 13.6. All Directors appointed to office shall be appointed pursuant to the provisions of this clause 13.6 set out below.

Elected Directors

- 13.6.1. Candidates for election as Elected Directors can be nominated by any Member or by the Nominations Committee.
- 13.6.2. Elected Directors are appointed by the voting Members in an election conducted in accordance with the voting rules set out in **Schedule 4**.
- 13.6.3. Nominations by Members of candidates for election to the office of an Elected Director shall be requested by the Secretary at the same time that notice is given of the Annual General Meeting at which the election shall take place.
- 13.6.4. A Member nominating a candidate for election as an Elected Director must make that nomination in writing in the form of a document approved by the Board. That document must be signed by the nominated candidate and the Member making the nomination.
- 13.6.5. Nominations made by Members pursuant to clause 13.6.4 must be received by the Secretary no later than 5:00pm on the day which is fourteen (14) days prior to the Annual General Meeting at which the election shall take place. After that deadline passes the Secretary shall provide all nomination documents to the Nominations Committee.
- 13.6.6. The Secretary shall, not less than seven (7) days prior to the Annual General Meeting at which the election shall take place, give notice to all voting Members of the names of:
- 13.6.6.1. the nominated candidates approved, by the Nominations Committee and the Board;
 - 13.6.6.2. current Directors; and
 - 13.6.6.3. any candidates nominated by the Nominations Committee;
- who are standing for election as an Elected Director at the Annual General Meeting.
- 13.6.7. Elections of Elected Directors shall take place at the times specified in this MOI.
- 13.6.8. Subject to clause 14 Elected Directors are elected for a period of three (3) years ending at the time stated in clause 13.5.2.
- 13.6.9. Elected Directors hold office until the conclusion of the Annual General Meeting at which they are scheduled to retire by operation of clauses 13.5.2 or 14 and if eligible to be re-appointed, may nominate themselves for re-election.

Appointed Directors

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- 13.6.10. Appointed Directors are appointed at a meeting of the Elected Directors.
- 13.6.11. Appointed Directors shall be appointed from a list presented by the Nominations Committee because of their special qualifications, business acumen or technical skills which would be of material benefit to the Company if that person were a Director.

Chairperson

- 13.6.12. The Chairperson shall be appointed as follows:
 - 13.6.12.1. Subject to clause 13.6.15 below, the Directors shall, in accordance with this MOI and by a resolution passed at a meeting convened for the purposes as soon as is practicable after each Annual General Meeting, elect from amongst their number a Director to act as Chairperson.
- 13.6.13. Subject to this MOI, the person elected as Chairperson in accordance with clause 13.6.12 shall remain in that office until the conclusion of the next Annual General Meeting.

Directors generally

- 13.6.14. Prior to their appointment as a Director, a prospective candidate / appointee shall provide to the Company a schedule of potential conflicting interests with the interests of the Company. If a person has a material conflicting interest with the Company, then that person must not be elected / appointed as a Director.
- 13.6.15. The Company may at any time remove any Director from office by resolution passed in accordance with the Corporations Act and this MOI provided that a minimum required number of Directors is maintained.
- 13.6.16. A Director removed from office under clause 13.6.15 may not stand for or be re-elected to the office of Director for a period of three (3) years commencing from the date of removal from office.
- 13.6.17. Where a Director serves continuously as a Director for a total aggregate time of nine (9) years (as calculated in accordance with clause 13.5.4) that person must resign with immediate effect as a Director. Thereafter that person shall not be eligible for nomination, election or appointment as a Director in any capacity for a period of at least 15 months commencing from the vacation of office.

14. TRANSITIONAL PROVISIONS; INTERIM PROVISIONS, AND APPOINTMENT AND ELECTION AND ROTATION OF DIRECTORS

Existing Interim Committee at 2025 Annual General Meeting

- 14.1. All Interim Committee positions are declared vacant under clause 14.7.4 with effect from the conclusion of the 2025 Annual General Meeting other than those positions filled by election at that Annual General Meeting. For avoidance of doubt, despite any other provision of this MOI or of their terms of appointment, all Interim Committee members then in office must stand for election at the 2024 Annual General Meeting if they wish to continue in office afterwards.

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Appointed Directors after 2025 Annual General Meeting

- 14.2. As soon as is practicable after the 2025 Annual General Meeting the Appointing Directors shall meet for the purpose of considering and determining to appoint up to two (2) persons as Appointed Directors in accordance with clause 13.6.11 and clause 14.3.
- 14.3. Appointed Directors under clause 14.2 will be appointed as follows:
- 14.3.1. one (1) Appointed Director to serve until the conclusion of the 2026 Annual General Meeting; and
 - 14.3.2. one (1) Appointed Director to serve until the conclusion of the 2027 Annual General Meeting; and
 - 14.3.3. one (1) Appointed Director to serve until the conclusion of the 2028 Annual General Meeting; with
 - 14.3.4. each, subject to the requirements of this MOI, being eligible to then be reappointed.

Terms of Office of Elected Directors elected at 2025 Annual General Meeting

- 14.4. Persons elected as Directors at the 2025 Annual General Meeting shall be ranked by the Electoral Officer according to the number of Primary Votes (as defined in **Schedule 4**) received and:
- 14.4.1. the Director elected with the most Primary Votes will initially serve for a three (3) year term and retire at the 2028 Annual General Meeting and will, subject to the requirements of this MOI, then be eligible for re-election;
 - 14.4.2. the Directors elected with the second and third most Primary Votes will initially serve for a two (2) year term and retire at the 2027 Annual General Meeting and will, subject to the requirements of this MOI, then be eligible for re-election; and
 - 14.4.3. the Directors elected with the fourth and fifth most Primary Votes will initially serve for a one (1) year terms and retire at the 2026 Annual General Meeting and will, subject to the requirements of this MOI, then be eligible for re-election
- 14.5. For the purposes of determining the ranking by Primary Votes above, in the event of any ties the ranking order shall be determined by lot taken among the relevant tied Directors by the Electoral Officer at the conclusion of the vote counting and the ranking order advised to the chair of the meeting at the time of advising the result of the elections.
- 14.6. For the avoidance of any doubt:
- 14.6.1. a person elected or re-elected as an Elected Director takes or continues in office immediately upon the conclusion of the Annual General Meeting at which they are elected or re-elected; and
 - 14.6.2. service as a Director of any kind before the 2025 Annual General Meeting, is irrelevant for the purposes of any calculation under clause 13.5.3.

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Vacation of office

- 14.7. The office of a Director becomes vacant, and a casual vacancy in that office is created, in any of the following circumstances:
- 14.7.1. in the circumstances prescribed by the Law;
 - 14.7.2. if an Insolvency Event occurs in relation to a Director;
 - 14.7.3. if the Director becomes a Mentally Incapacitated Person;
 - 14.7.4. if the Director is removed from office pursuant to this MOI;
 - 14.7.5. if the Director is removed from office by the Members under the procedure prescribed in Law and this MOI;
 - 14.7.6. if the Director resigns by notice in writing to the Secretary or refuses to act;
 - 14.7.7. if the Director accepts or is appointed to a Disqualifying Position;
 - 14.7.8. is absent without the consent of the Board from three (3) consecutive meetings of the Board;
 - 14.7.9. dies; or
 - 14.7.10. clause 13.6.17 applies in relation to the total continuous period in respect of which the person has held the office of Director.
- 14.8. In circumstances of a casual vacancy in the office of any Director:
- 14.8.1. the remaining Directors may appoint a person as a Director;
 - 14.8.2. a person can be appointed as a Director under this clause in order to make up a quorum for a directors' meeting even if the total number of directors of the company is not enough to make up that quorum; and
 - 14.8.3. except where an appointment is made under paragraph 14.8.1, the remaining Directors will obtain the views of the Nominations Committee in relation to the filling of the vacancy and the proposed appointee.
- 14.9. If a person is appointed to fill a casual vacancy in the position of an Elected Director:
- 14.9.1. the person is appointed to the position until the conclusion of the next Annual General Meeting; and
 - 14.9.2. provided a resolution is passed at the next Annual General Meeting confirming the appointment, the person shall remain in the position for the remainder of the term of appointment that the person who vacated the office would have remained in office under this MOI before having to stand for re-election.
- 14.10. Any appointment made pursuant to clause 14.8 shall be on terms determined by the remaining Directors subject to the requirements of this MOI.

15. CHIEF EXECUTIVE OFFICER

- 15.1. The Directors may from time to time appoint a Chief Executive Officer of the Company for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in a particular case, may revoke any such appointment.

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- 15.2. The Chief Executive Officer shall be an *ex officio* Director and a member of the Board.
- 15.3. The Chief Executive Officer must report to the Board on a regular basis and as and when required by the Board.
- 15.4. The Chief Executive Officer shall attend meetings of Directors by the Board and shall be entitled to vote on any resolution which is considered by the Board at any such meeting.

16. POWERS AND DUTIES OF DIRECTORS

Powers of Directors

- 16.1. Subject to the Law and this MOI, the business of the Company shall be managed by the Directors who may exercise all powers of the Company, including but not limited to the making of regulations or policies and decisions consistent with fulfilling the objects of the Company, which are not, by the Law or this MOI, required to be exercised by the Company in general meeting.
- 16.2. No clauses, regulations or other decisions so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.
- 16.3. The Directors shall not sell or otherwise dispose of the main undertaking of the Company or any land holdings of the Company without the prior approval of the Company in general meeting.
- 16.4. Without limiting the generality of clause 16 the Directors may exercise all the powers of the Company to borrow money and to charge any property or business of the Company.
- 16.5. Unless otherwise stipulated by the Board, a Policy takes effect fourteen (14) days after it is made by the Board.

Appointment of Attorneys and Electoral Officers

- 16.6. The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes, with the powers, authorities and discretions vested in or exercisable by the Board as may be specified by them and for such period and subject to such conditions as they think fit.
- 16.7. The Chairperson may appoint an Electoral Officer to act in respect of any election conducted by operation of this MOI.

Negotiable Instruments

- 16.8. All negotiable instruments of the Company shall be executed by the persons and in the manner that the Directors decide from time to time.

17. MEETINGS OF DIRECTORS

Meetings

- 17.1. The Directors shall meet together not less than four (4) times per year but in any event as often as is necessary for the despatch of business of the Company. The Board may adjourn and otherwise regulate their meetings as they think fit.

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- 17.2. Any two (2) Directors may, at any time, by written notice to the Secretary request that a meeting of the Directors be convened. The Secretary shall forthwith convene a meeting in accordance with such a request.
- 17.3. If any Director is for the time being outside of South Africa, notice of any meeting need only be given to that Director if contact details have been provided.
- 17.4. A notice of a meeting of Directors:
- 17.4.1. must specify the time and place of the meeting;
 - 17.4.2. need not state the nature of the business to be transacted at the meeting; and
 - 17.4.3. may be given in person, by telephone, by e-mail or other electronic means.
- 17.5. A Director may waive notice of any meeting of Directors by notifying the Company to that effect in person, by telephone, by e-mail or other electronic means.
- 17.6. The non-receipt of notice of a meeting of Directors by, or a failure to give notice of a meeting of Directors to, a Director does not invalidate anything done or resolution passed at the meeting if:
- 17.6.1. the non-receipt or failure occurred by accident or error;
 - 17.6.2. before or after the meeting, the Director waived or waives notice of that meeting or has notified or notifies the Company of his or her agreement to that thing or resolution personally, by telephone, by e-mail or other electronic means; or
 - 17.6.3. the Director attended the meeting.
- 17.7. A person who attends a meeting of Directors waives any objection that person may have to a failure to give notice of the meeting.

Meetings by Technology

- 17.8. Each Director, on becoming a Director (or on the adoption of this MOI), consents to the use of the following technology for calling a Board meeting:
- 17.8.1. telephone; and
 - 17.8.2. e-mail.

Each Director, on becoming a Director (or on the adoption of this MOI), consents to the use of the following technology for conducting a Board meeting:

- 17.8.3. video;
- 17.8.4. telephone;
- 17.8.5. any other technology which permits each Director to communicate with every other Director; and
- 17.8.6. any combination of the technologies described in clauses 17.8.3 to 17.8.5.

Quorum at meetings

- 17.9. A quorum for a meeting of Directors is the presence or, subject to clause 39, participation as permitted by the Law of at least three (3) Directors, at least two (2) of which must be Elected Directors.

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Chairperson

17.10. The chair of all meetings of the Board and the Company shall be the Chairperson appointed in accordance with clause 13.6.12.

17.11. Where a meeting of Directors is held and:

17.11.1. a chair has not been elected as provided by clause 17.10; or

17.11.2. the Chairperson is not present within fifteen (15) of the time appointed for the holding of the meeting or does not wish to chair the meeting,

the Directors present shall elect a Director as the chair of that meeting.

17.11.3. The chair of the meeting does not have a casting vote in addition to any vote to which the chair may be entitled as a Director.

Proceedings at meetings

17.12. Subject to this MOI, questions arising at a meeting of Directors shall be decided by a majority vote of Directors present and voting and any such decision shall for all purposes be taken to be a decision of the Board.

18. DIRECTORS' OWN INTERESTS

Disclosure of Interests

18.1. A Director is not disqualified by the Director's office from contracting with the Company in any capacity.

18.2. A contract or arrangement made by the Company with a Director or in which a Director is in any way directly or indirectly interested shall not be avoided merely because the Director is a party to or interested in it.

18.3. A Director is not liable to account to the Company for any profit derived in respect of a matter in which the Director has a material personal interest, merely because of the Director's office or the fiduciary relationship it entails, if the Director has:

18.3.1. declared the Director's interest in the matter as soon as practicable after the relevant facts have come to the Director's knowledge; and

18.3.2. not contravened this MOI or the Law in relation to the matter.

A general notice that the Director is an officer or member of a specified entity or organisation stating the nature and extent of the Director's interest in the entity or organisation shall, in relation to a matter involving the Company and that entity or organisation, be a sufficient declaration of the Director's interest, provided the extent of that interest is not materially greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.

18.4. Subject to the Law, a Director may not:

18.4.1. receive board papers;

18.4.2. vote in respect of a matter; or

18.4.3. be present when a vote is conducted in respect of a matter

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in which that Director has a material personal interest.

- 18.5. If the provisions of clause 18 and the Law have been observed by any Director with regard to any contract or arrangement in which the Director is in any way interested, the fact that the Director signed the document evidencing the contract or arrangement shall not in any way affect its validity.
- 18.6. Each Director must provide the Company with notification from time to time of that Director's material personal interests and any interests which conflict with the interests of the Company.
- 18.7. The Company shall maintain register of those interests of Directors notified to the Company from time to time.
- 18.8. Nothing in this clause 18 shall operate to limit the operation of the Act as it applies to the interests of company directors.

19. DIRECTORS' INTERESTS (GENERALLY)

Remuneration

- 19.1. The Directors shall be entitled to payment of fees for their service as Directors of the Company in any maximum aggregate amount specified at any time by a resolution passed as a Special Resolution of voting Members in general meeting.
- 19.2. The maximum aggregate amount approved by the voting Members at the date of adoption of this MOI is nil rand (R 0). Any proposal for a resolution to increase the maximum aggregate fee amount referred to in clause 19.1 and the proposed increased amount, shall be specified in the notice calling any general meeting to pass that resolution.
- 19.3. Fees payable to Directors under clause 19 shall accrue from day to day and be allocated among the Directors in any proportions agreed by the Directors or, in the absence of agreement, equally.
- 19.4. Any Director shall be entitled to payment or reimbursement of any travelling and other cost properly incurred by that Director in attending and returning from any meeting of Directors, or committee of Directors, or general meeting or otherwise in connection with the business of the Company.
- 19.5. The Company may pay to any Director, who performs any extra service, travels or makes any special effort for the benefit of the Company, any special remuneration as a fixed amount, as decided by the Directors, whether in addition to or in substitution for the share of fees payable to that Director under this clause 19.
- 19.6. Any fees or special or additional remuneration payable to Directors under this provision shall not comprise or be calculated by reference to any commission on or percentage of profits, operating revenue or turnover.

Board Committees

- 19.7. The Directors may delegate any of their powers to a committee or committees consisting of such number of them and / or other persons as the Directors may determine. A committee may consist of one or more persons.

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- 19.8. A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors. A power so exercised shall be taken to have been exercised by the Directors, with any committee so established being so and functioning as a committee of the Directors, regardless of whether there is a director member or not.
- 19.9. The number of members whose presence at a meeting of a committee is necessary to constitute a quorum is the number determined by the Directors and, if not so determined, is two (2). Unless the Directors determine otherwise, the quorum need only be present at the time when the meeting proceeds to business.
- 19.10. Minutes of all the proceedings and decisions of every committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Law to be made, entered and signed.
- 19.11. Directors who are not members of a committee may attend and speak at any committee meeting (except meetings of the Nominations Committee other than by invitation of the committee chair), but are not thereby members of the committee or counted in relation to a quorum, or entitled to vote on any decision of such committee.
- 19.12. Without limiting the Board's power to establish additional committees, the following committees are established:
- 19.12.1. the Finance, Risk and Audit Committee;
 - 19.12.2. the Nominations Committee.
- 19.13. The terms of a committee's charter (or similar), including those appended to this MOI, may only be established or varied in a manner permitted by or consistent with this MOI. In the case of the Nominations Committee:
- 19.13.1. in relation to the functions of the committee, the Board may use and apply its discretion to add to, but not to derogate from, said functions;
 - 19.13.2. in all other matters relating to the charter, where any change to the terms has been approved by the Board and consented to by a majority of the voting Members which may be obtained by resolution at a formal meeting or by one or more signed written document(s).

Finance, Risk and Audit Committee

- 19.14. The Finance, Risk and Audit Committee shall be comprised of three (3) Directors as nominated by the Board or otherwise determined by the Board from time to time, and at least one external and independent certified practising accountant or chartered accountant.
- 19.15. The powers and functions delegated by the Board to the Finance, Risk and Audit Committee, and the terms upon which those powers are delegated, shall be determined by the Board.

Nominations Committee

- 19.16. The composition of the Nominations Committee shall be as follows:
- 19.16.1. One (1) person appointed by the Board;

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- 19.16.2. One (1) person appointed by the voting Members; and
- 19.16.3. One (1) person independent of the Company, the Sport, and of the Members, who shall act as chair of the Nominations Committee, subject to the following:
 - 19.16.3.1. the chair of the Nominations Committee will be appointed by the two (2) nominees appointed as per sub-clauses 19.16.1 and 19.16.2, having a relevant background, qualifications, and/or experience; and
 - 19.16.3.2. where the two nominees are not able to agree on the independent person to be appointed as chair, the current Company auditor will be approached promptly and will have the power to appoint an independent person having a relevant background, qualifications and/or experience to act as chair.
- 19.17. Set out in **Schedule 5** is the charter of the Nominations Committee, which includes:
 - 19.17.1. the terms of reference of the Nominations Committee;
 - 19.17.2. the functions of the Nominations Committee; and
 - 19.17.3. the terms of appointment of members of the Nominations Committee.

Written Resolutions

- 19.18. If a document:
 - 19.18.1. is sent to all those entitled to receive notice of a meeting of Directors at which a resolution could be put;
 - 19.18.2. contains a statement that the signatories to it are in favour of that resolution;
 - 19.18.3. sets out or identifies the terms of the resolution in the document; and
 - 19.18.4. has been signed by at least a simple majority of the Directors entitled to vote on that resolution,

a resolution in those terms is passed on the day on which the last of the simple majority of Directors signs the document in favour of the resolution, and the document has effect as a minute of the resolution.
- 19.19. For the purposes of clause 19.18:
 - 19.19.1. two (2) or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be taken to constitute a document containing a statement in those terms signed by those Directors at the time at which the last of those documents to be signed was signed by a Director; and
 - 19.19.2. an e-mail which is received by the Company or an agent of the Company and is sent for or on behalf of a Director shall be taken to be signed by that Director not later than the time of receipt of the e- mail by the Company or its agent in legible form.

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Defects in appointments

- 19.20. All acts done by any meeting of the Directors, committees of Directors or any person acting as a Director are as valid as if each person was duly appointed and qualified to be a Director or a member of the committee.
- 19.21. Clause 19.20 applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of a committee or to act as a Director or that a person so appointed was disqualified.

20. MINUTES OF MEETINGS

Minutes

- 20.1. The Directors shall cause minutes to be duly entered in the records of the Company provided for the purpose:
- 20.1.1. of all appointments of officers;
 - 20.1.2. of the names of the Directors present at each meeting of the Directors and those present at meetings of any committee of the Directors;
 - 20.1.3. of all orders made by the Directors and of any committee of the Directors;
 - 20.1.4. all resolutions of the Company; and
 - 20.1.5. of all resolutions and proceedings of meetings of the Company, of all meetings of the Directors of the Company, and of all meetings of any committee of the Directors,
- and such minutes, if purporting to be signed by the chair of such meeting or by the chair of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

Copies

- 20.2. Copies of all minutes shall be forwarded to the Secretary as soon as possible.

21. SECRETARIES AND OTHER OFFICERS

Company Secretary and other officers

- 21.1. The Directors shall appoint a Secretary in accordance with the requirements of the Corporations Act.
- 21.2. Subject to this clause, a Secretary of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide. A Secretary shall be appointed at the first meeting of Directors after a vacancy in that office occurs.
- 21.3. The Directors may at any time terminate the appointment of a Secretary.
- 21.4. The Directors may from time to time:
- 21.4.1. create any other position or positions in the Company with such powers and responsibilities as the Directors from time to time confer; and

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21.4.2. appoint any person, whether or not a Director to a position or positions created under clause 21.4.1.

21.5. The Directors may at any time terminate the appointment of a person holding a position created under clause 21.4.1 and may abolish the position.

22. SEAL AND EXECUTING DOCUMENTS

Seal and its use

22.1. The Company may, but need not, have a Seal.

22.2. If the Company has a common seal, the Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal. Every document to which the Seal is affixed shall be signed by:

22.2.1. two (2) Directors; or

22.2.2. a Director and a Secretary (or another person appointed by the Directors to countersign that document or a class of documents in which that document is included).

22.3. This clause 22 does not limit the other ways in which the Company may execute a document.

23. INSPECTION OF RECORDS, ACCOUNTS AND AUDIT

Inspection of Records

23.1. The Directors have the power to authorise a Member to inspect books of the Company (to the extent, at the time and places and under the conditions the Directors consider appropriate).

23.2. A Member does not have the right to inspect any document of the Company in their capacity as a Member except as provided by the Law or authorised by the Directors.

Accounts and Reporting to Members

23.3. The Company must maintain adequate records of all revenue received from donations, grants and Members' fees (if any), or in terms of any funding contracts or arrangements with any party or Person for a period of at least 5 (five) years.

23.4. The Directors shall:

23.4.1. cause proper accounts and other records to be kept and audited;

23.4.2. send copies of the financial report, directors' reports and auditor's report to the Members in accordance with the requirements set out in the Act; and

23.4.3. cause to be laid before each Annual General Meeting the financial report,

23.4.4. the Directors' report and the auditor's report for the last financial year that ended before the Annual General Meeting.

Audit and financial year

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- 23.5. The Company shall appoint an auditor at its Annual General Meeting; provided that if an Annual General Meeting does not appoint or reappoint an Auditor, the Directors must fill the vacancy in the office in terms of the procedure contemplated in section 91 of the Act within 40 (forty) Business Days after the date of the Annual General Meeting. A retiring Auditor may be automatically re-appointed at an Annual General Meeting without any resolution being passed, unless:
- 23.5.1. the retiring Auditor is:
- 23.5.1.1. no longer qualified for appointment; or
 - 23.5.1.2. no longer willing to accept the appointment, and has so notified the Company; or
 - 23.5.1.3. required to cease serving as Auditor, in terms of section 92 of the Act;
- 23.5.2. the Company has notice of an intended resolution to appoint some other person or persons in place of the retiring Auditor.
- 23.6. Any firm of auditors appointed by the Company as the Auditor shall ensure that the Individual responsible for performing the Audit must comply with the requirements of section 90(2) of the Act, provided that:
- 23.6.1. the same Individual may not serve as the Auditor or designated Auditor for more than 5 (five) consecutive financial years;
- 23.6.2. if an Individual has served as the Auditor or designated auditor for 2 (two) or more consecutive financial years and then ceases to be the Auditor or designated auditor, the Individual may not be appointed again as the Auditor or designated auditor until after the expiry of at least 2 (two) further financial years.
- 23.7. The Auditor:
- 23.7.1. has the right of access at all times to the accounting records and all books and documents of the Company, and is entitled to require from the Directors or officers any information and explanations necessary for the performance of the Auditor's duties;
- 23.7.2. has the right of access to all current and former Financial Statements and is entitled to require from the Directors or officers of the Company any information and explanations in connection with any such statements and in connection with the Accounting Records, books and documents as necessary for the performance of the Auditor's duties;
- 23.7.3. is entitled to:–
- 23.7.3.1. attend any Members' Meeting;
 - 23.7.3.2. receive all notices of and other communications relating to any Members' Meeting;
 - 23.7.3.3. be heard at any Members' Meeting on any part of the business of the meeting that concerns the Auditor's duties or functions; and

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- 23.7.4. may not perform any services for the Company that would place the Auditor in a conflict of interest as prescribed or determined by the Independent Regulatory Board for Auditors in terms of section 44(6) of the Auditing Profession Act.
- 23.8. If a vacancy arises in the office of Auditor, the Board –
- 23.8.1. must appoint a new Auditor within 40 (forty) Business Days, if there was only 1 (one) incumbent Auditor; and
- 23.8.2. may appoint a new Auditor at any time, if there was more than 1 (one) incumbent, but while any such vacancy continues, the surviving or continuing Auditor may act as Auditor of the Company.
- If, by comparison with the membership of a firm at the time of its latest appointment, less than $\frac{1}{2}$ (one half) of the members remain after a change in the composition of the members, that change constitutes the resignation of the firm as Auditor of the Company, giving rise to a vacancy.
- 23.9. The Auditor shall report to the Members on whether the Auditor is of the opinion that the Financial Statements are in accordance with the Law, complies with accounting standards and presents a true and fair view.
- 23.10. The financial year of the Company shall be determined by the Directors in accordance with the requirements of the Act.

24. NOTICES

Notices generally

- 24.1. Any Member who has not left at or sent to the registered office a place of address or an e-mail address (for registration in the Register) at or to which all notices and documents of the Company may be served or sent shall not be entitled to receive any notice.
- 24.2. A notice may be given by the Company to any Member by:
- 24.2.1. serving it on the Member personally;
- 24.2.2. sending it by post to the Member or leaving it at the Member's address as shown in the register or the address supplied by the Member to the Company for the giving of notices; or
- 24.2.3. transmitting it electronically to the e-mail address given by the Member to the Company for the giving of notices.
- 24.3. Notice to a Member whose address for notices is outside South Africa shall be sent by e-mail.
- 24.4. Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:
- 24.4.1. in the case of a notice of a meeting, on the day next after the date of its posting; and
- 24.4.2. in any other case, at the time at which the letter would be delivered in the ordinary course of post.

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- 24.5. Where a notice is sent by e-mail, service of the notice shall be taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the business day after it is sent.

Notices of general meeting

- 24.6. Notice of every general meeting shall be given in the manner authorised by clause 24.2:

- 24.6.1. to every Individual Member, Provincial Member and Life Member, and to each Director;
- 24.6.2. to the auditor of the Company;
- 24.6.3. to WA; and
- 24.6.4. any other person entitled to receive such notice under this MOI or by operation of Law.

- 24.7. Except as required by Law, no other person is entitled to receive notice of general meetings.

25. INDEMNITY

Indemnity and insurance

- 25.1. For the purposes of this clause 25 (*Indemnity*), "Director" includes a former Director, a Prescribed Officer, a person who is a member of a Board or statutory committee, irrespective of whether or not the Person is also a member of the Board.

- 25.2. To the extent permitted by the Law and without limiting the powers of the Company, the Company may:

- 25.2.1. not directly or indirectly pay any fine that may be imposed on a Director, or on a Director of a related company, as a consequence of that Director having been convicted of an offence in terms of any national legislation unless the conviction was based on strict liability;
- 25.2.2. advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Company; and
- 25.2.3. directly or indirectly indemnify a Director for:
 - 25.2.3.1. any liability, other than in respect of:
 - 25.2.3.1.1. any liability arising in terms of sections 77(3)(a), (b) or (c) of the Act or from wilful misconduct or wilful breach of trust on the part of the Director; or
 - 25.2.3.1.2. any fine contemplated in clause 25.2.1;
 - 25.2.3.2. any expenses contemplated in clause 25.2.2 irrespective of whether it has advanced those expenses, if the proceedings:
 - 25.2.3.2.1. are abandoned or exculpate the Director; or
 - 25.2.3.2.2. arise in respect of any other liability for which the Company may indemnify the Director in terms of clause 25.2.3.1.

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25.3. The Company may purchase insurance to protect -

25.3.1. a Director against any liability or expenses contemplated in clause 25.2.1 or 25.2.2; or

25.3.2. the Company against any contingency including but not limited to -

25.3.2.1. any expenses -

25.3.2.1.1. that the Company is permitted to advance in accordance with clause 25.2.2; or

25.3.2.1.2. for which the Company is permitted to indemnify a Director in accordance with clause 25.2.3.2; or

25.3.2.2. any liability for which the Company is permitted to indemnify a Director in accordance with clause 25.2.3.1.

25.4. The Company need not indemnify a person as provided for in clause 25.2.3 in respect of a liability to the extent that the person is entitled to the benefit of an indemnity in respect of that liability under a contract of insurance.

25.5. The benefit of each indemnity given in clause 25 continues, even after its terms or the terms of this clause are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.

25.6. The Company is entitled to claim restitution from a Director or of a related company for any money paid directly or indirectly by the Company to or on behalf of that Director in any manner inconsistent with section 75 of the Act.

26. FUNDAMENTAL TRANSACTIONS AND CONVERSION

26.1. The Company may not –

26.1.1. amalgamate or merge with, or convert to, a profit company; or

26.1.2. dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the Company.

26.2. If the Company has voting members, any proposal to –

26.2.1. dispose of all or the greater part of its assets or undertaking; or

26.2.2. amalgamate or merge with another non-profit company,

must be submitted to the Members' for approval, in a manner comparable to that required of profit companies in accordance with sections 112 and 113, of the Act respectively.

26.3. Sections 115 and 116 of the Companies Act, read with the changes required by the context, apply with respect to the approval of a proposal contemplated in clause 33.2.

27. DISPUTE RESOLUTION

27.1. Subject to the Constitution of the Republic of South Africa, and save in circumstances where there is a need for urgent relief of a sort which cannot be obtained through the alternative dispute resolution (**ADR**) procedures contemplated in this MOI, no Member, official, Officer

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or Office Bearer shall approach a court of law to decide a dispute it has with a body or individual falling under the jurisdiction of the Company.

- 27.2. Each Member falling under the jurisdiction of the Company shall ensure that it has incorporated into its governing documents or policies an ADR mechanism. The ADR procedures set out herein may be duplicated by any Member for convenience and with the necessary changes.
- 27.3. All disputes concerning matters of a Member, or which fall within the jurisdiction of a Member (including disciplinary matters), shall be resolved within the ADR mechanism set out in a Member's founding documents or policies. Only in the event of a dispute not having been resolved within a Member's ADR mechanisms, shall it be referred to the CEO for resolution, by way of either negotiation or as contemplated in clause 27.6, by way of a round table meeting of the parties concerned and the Company, or mediation or finally by way of arbitration as contemplated in clause 27.8 .
- 27.4. In respect of matters pertaining to Members which does not involve the Company, the CEO shall decide, in consultation with the Directors, whether to resolve it through negotiation, mediation, by way of a round table meeting or whether to refer the dispute to arbitration. In matters which involve the Company and/or its relationship with the Directors or the Members, the Chairperson (or if he she is conflicted the chair of the Nominations Committee) shall decide whether to resolve it through negotiation, mediation, or whether to refer the dispute to arbitration.
- 27.5. Issues in dispute, shall be recorded in Writing, and be conveyed to the relevant Member or the CEO of the Company as soon as possible and, in any event, not later than 10 (ten) Business Days after the date upon which they arise.
- 27.6. Any dispute arising between Members or between a Member and the Company shall in the first instance be referred to the CEO (or his duly authorised nominee) who shall endeavour to resolve the dispute as soon as possible with the parties concerned by way of a round table meeting.
- 27.7. In the event that the dispute between the parties remains unresolved, either of the parties may elect to refer the dispute to the Arbitration Foundation of Southern Africa (**AFSA**) (or such similar entity) for resolution by mediation in accordance with the AFSA Mediation Procedure, which Procedure is deemed to be incorporated by reference to this clause.
- 27.8. Where the parties fail to so elect, or if the dispute is not settled within 10 (ten) Business Days of the mediation being instituted, or within such other period as the parties shall agree in writing, the dispute(s) shall be referred to the AFSA (or such similar entity) for resolution by arbitration under the Arbitration Act 42 of 1965 as varied by AFSA's Arbitration Rules for expedited arbitration, which rules are deemed to be incorporated by reference to this clause.
- 27.9. In the event of a dispute at Provincial Member level having already been decided, an aggrieved party may lodge an appeal of that decision with the CEO in Writing, which shall be dealt with in accordance with clause 27.8 above. The lodging of the appeal shall be accompanied by the payment of an appeal fee, as determined by the Board on a case-by-case basis.

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- 27.10. In the event that the dispute in question involves, or relates to, the CEO, the duties of the CEO as described in clauses 27.3, 27.5, 27.6 and 27.9 shall be assumed by the Chairperson, or in the event that she is conflicted, the chair of the Nominations Committee.

28. PUBLIC STATEMENTS

- 28.1. The following Individuals will be authorised to give a public interview, opinion or statement -
- 28.1.1. the Chairperson and CEO of the Company; and
 - 28.1.2. any other person who has the necessary authority or permission to do so.
- 28.2. In the event of any of the abovementioned Individuals being requested to report on proceedings or results of any Annual General Meeting, only the Individual who has acted as the chairperson at the relevant Annual General Meeting will be authorised to be interviewed or to attend and speak at any media briefing.
- 28.3. If the Chairperson, CEO or authorised person expresses an opinion, as distinct from stating facts, and in particular when he knows that the opinion is not supported by the Company, he must make it clear that such view is expressed as his own.

"accounting records" means information in written or electronic form concerning the financial affairs of a company as required in terms of this Act including, but not limited to, purchase and sales records, general and subsidiary ledgers and other documents and books used in the preparation of financial statements;¹

"annual general meeting" means the meeting of a public company required by section 61(7);

"audit" has the meaning set out in the Auditing Profession Act, and includes an "independent review" of annual financial statements, as contemplated in section 30(2)(b)(ii)(bb);

"Auditing Profession Act" means the Auditing Profession Act, 2005 (Act No. 26 of 2005);

"auditor" has the meaning set out in the Auditing Profession Act;

"board" means the board of directors of a company;

"business days" has the meaning determined in accordance with section 5(3);

"Commission" means the Companies and Intellectual Property Commission established by section 185;

"Commissioner" means the person appointed to or acting in the office of that name, as contemplated in section 189;

"company" means a juristic person incorporated in terms of this Act, a domesticated company, or a juristic person that, immediately before the effective date —

- (a) was registered in terms of the —
 - (i) Companies Act, 1973 (Act No. 61 of 1973), other than as an external company as defined in that Act; or
 - (ii) Close Corporations Act, 1984 (Act No. 69 of 1984), if it has subsequently been converted in terms of Schedule 2;
- (b) was in existence and recognised as an 'existing company' in terms of the Companies Act, 1973 (Act No. 61 of 1973); or
- (c) was deregistered in terms of the Companies Act, 1973 (Act No. 61 of 1973), and has subsequently been re-registered in terms of this Act;

"companies tribunal" means the tribunal established in terms of section 193;

"consideration" means anything of value given and accepted in exchange for any property, service, act, omission or forbearance or any other thing of value, including—

- (a) any money, property, negotiable instrument, securities, investment credit facility, token or ticket;
- (b) any labour, barter or similar exchange of one thing for another; or
- (c) any other thing, undertaking, promise, agreement or assurance, irrespective of its apparent or intrinsic value, or whether it is transferred directly or indirectly;

"director" means a member of the board of a company, as contemplated in section 66, or an alternate director of a company and includes any person occupying the position of a director or alternative director, by whatever name designated;

¹ Regulation 25(3) contains requirements as to what the accounting records must include.

"effective date", with reference to any particular provision of this Act, means the date on which that provision came into operation in terms of section 225;

"electronic communication" has the meaning set out in section 1 of the Electronic Communications and Transactions Act;

"Electronic Communications and Transactions Act" means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

"exercise", when used in relation to voting rights, includes voting by proxy, nominee, trustee or other person in a similar capacity;

"ex officio director" means a person who holds office as a director of a particular company solely as a consequence of that person holding some other office, title, designation or similar status specified in the company's Memorandum of Incorporation;

"financial statement" includes—

- (a) annual financial statements and provisional annual financial statements;
- (b) interim or preliminary reports;
- (c) group and consolidated financial statements in the case of a group of companies; and
- (d) financial information in a circular, prospectus or provisional announcement of results, that an actual or prospective creditor or holder of the company's securities, or the Commission, Panel or other regulatory authority, may reasonably be expected to rely on;

"group of companies" means a holding company and all of its subsidiaries;

"holding company", in relation to a subsidiary, means a juristic person that controls that subsidiary as a result of any circumstances contemplated in section 2(2)(a) or 3(1)(a);

"incorporator", when used—

- (a) with respect to a company incorporated in terms of this Act, means a person who incorporated that company, as contemplated in section 13; or
- (b) with respect to a pre-existing company, means a person who took the relevant actions comparable to those contemplated in section 13 to bring about the incorporation of that company;

"individual" means a natural person;

"inter-related", when used in respect of three or more persons, means persons who are related to one another in a linked series of relationships, such that two of the persons are related in a manner contemplated in section 2(1) and one of them is related to the third in any such manner, and so forth in an unbroken series;

"juristic person" includes—

- (a) a foreign company; and
- (b) a trust, irrespective of whether or not it was established within or outside the Republic;

"knowing", "knowingly" or "knows", when used with respect to a person, and in relation to a particular matter, means that the person either—

- (a) Had actual knowledge of the matter; or
- (b) Was in a position in which the person reasonably ought to have—

-
- (i) had actual knowledge;
 - (ii) investigated the matter to an extent that would have provided the person with actual knowledge; or
 - (iii) taken other measures which, if taken, could reasonably be expected to have provided the person with actual knowledge of the matter;

"material", when used as an adjective, means significant in the circumstances of a particular matter, to a degree that is—

- (a) of consequence in determining the matter; or
- (b) might reasonably affect a person's judgement or decision-making in the matter;

"member", when used in reference to —

- (a) a close corporation, has the meaning set out in section 1 of the Close Corporations Act, 1984 (Act No. 69 of 1984); or
- (b) a non-profit company, means a person who holds membership in, and specified rights in respect of, that non-profit company, as contemplated in Schedule 1; or
- (c) any other entity, means a person who is a constituent part of that entity;

"nominee" has the meaning set out in section 1 of the Securities Services Act, 2004 (Act No. 36 of 2004);

"non-profit company" means a company —

- (a) incorporated for a public benefit or other object as required by item 1(1) of Schedule 1; and
- (b) the income and property of which are not distributable to its incorporators, members, directors, officers or persons related to any of them except to the extent permitted by item 1(3) of Schedule 1;
"ordinary resolution" means a resolution adopted with the support of more than 50% of the voting rights exercised on the resolution, or a higher percentage as contemplated in section 65(8) —
 - (a) at a shareholders meeting; or
 - (b) by holders of the company's securities acting other than at a meeting, as contemplated in section 60;

"person" includes a juristic person;

"personal financial interest", when used with respect to any person—

- (a) means a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed; but
- (b) does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Schemes Act, 2002 (Act No. 45 of 2002), unless that person has direct control over the investment decisions of that fund or investment;

"prescribed officer" means a person who, within a company, performs any function that has been designated by the Minister in terms of section 66(10);

"present at a meeting" means to be present in person, or able to participate in the meeting by electronic communication, or to be represented by a proxy who is present in person or able to participate in the meeting by electronic communication;

"public company" means a profit company that is not a state-owned company, a private company or a personal liability company;

"record date" means the date established under section 59 on which a company determines the identity of its shareholders and their shareholdings for the purposes of this Act;

"registered auditor" has the meaning set out in the Auditing Profession Act;

"registered office" means the office of a company, or of an external company, that is registered as required by section 23;

"related", when used in respect of two persons, means persons who are connected to one another in any manner contemplated in section 2(1)(a) to section (c);

"rules" and **"rules of a company"** means any rules made by a company as contemplated in section 15(3) to (5);

"special resolution" means—

- (a) in the case of a company, a resolution adopted with the support of at least 75% of the voting rights exercised on the resolution, or a different percentage as contemplated in section 65(10) -
 - (i) at a shareholders meeting; or
 - (ii) by holders of the company's securities acting other than at a meeting, as contemplated in section 60; or
- (b) in the case of any other juristic person, a decision by the owner or owners of that person, or by another authorised person, that requires the highest level of support in order to be adopted, in terms of the relevant law under which that juristic person was incorporated;

"subsidiary" has the meaning determined in accordance with section 3;

"voting power", with respect to any matter to be decided by a company, means the voting rights that may be exercised in connection with that matter by a particular person, as a percentage of all such voting rights;

"voting rights", with respect to any matter to be decided by a company, means—

- (a) the rights of any holder of the company's securities to vote in connection with that matter, in the case of a profit company; or
- (b) the rights of a member to vote in connection with the matter, in the case of a non-profit company;

"wholly-owned subsidiary" has the meaning determined in accordance with section 3(1)(b).

PROVINCIAL MEMBERS

Western Cape Water Polo

Gauteng Water Polo

....

LIFE MEMBERS

(* denotes deceased)

Schedule 1

Notice of Proxy

To: **The Secretary**

South Africa Water Polo (NPC)

[Insert]

[Insert]

[Insert]

[NAME OF APPOINTER] hereby appoints [NAME OF PROXY] of [ADDRESS OF PROXY] as proxy to vote on [NAME OF MEMBER]'s behalf at the meeting of South Africa Water Polo (NPC) to be held on [DATE OF MEETING] and any adjournment thereof.

SAWP MOI – Clauses 12.28 - 12.32

	RESOLUTION IN NOTICE OF MEETING	HOW PROXY IS TO VOTE
1		
2		
3		
4		
5		

Signed:

Dated:

Note: The capitalised terms used in this Schedule 4 are ascribed the same meanings as given to those terms in clause 1 of the MOI of South Africa Water Polo NPC unless expressly stated to the contrary.

Part A

BALLOT PAPERS IN SAWP ELECTIONS

1. Informal Ballot Papers

[TO BE PROVIDED FOR]

Part B

Voting Rules

In the conduct of any election provided for under the provision of this MOI an Electoral Officer shall act in accordance with the following procedures.

1. Preferential Voting for Elected Directors

- 1.1. In the case of the election of one (1) candidate only:
 - 1.1.1. A candidate who receives the number of first preference votes greater than half the total number of formal ballot papers shall thereupon be elected.
 - 1.1.2. Where no candidate has received an absolute majority of first preference votes in accordance with paragraph 1.1.1, the Electoral Officer shall proceed with scrutiny as follows:
 - 1.1.2.1. The candidate who receives the fewest first preference votes shall be excluded, and each ballot paper counted to him shall be counted to the candidate next in the order of the voter's preference; and
 - 1.1.2.2. Then, if no candidate has an absolute majority of votes, the process shall be repeated by excluding the next candidate who has the fewest votes, and counting each of his ballot papers to the unexcluded candidates next in the order of the voter's preference, until one candidate has an absolute majority of votes and is elected
- 1.2. In any case where two (2) or more candidates are to be elected:
 - 1.2.1. The votes shall be classified into two (2) categories as follows:
 - 1.2.1.1. The preference votes to the number of vacancies to be filled shall be termed the 'Primary Votes', and shall have equal value in the first count and be credited to the candidate for whom they are cast, regardless of whether they are marked as first, second or third preference, et cetera, according to the number of vacancies for which the election is held and the votes cast.
 - 1.2.1.2. The preference votes beyond those votes referred to at paragraph 1.2.1.1 above shall be termed the 'Secondary Votes', and shall rank in accordance to their numerical order.

-
- 1.2.2. The Primary Votes shall first be counted and a list shall be prepared of the candidates in order to the according to the Primary Votes cast for them. The candidate who polls the fewest Primary Votes shall be excluded from the election.
- 1.2.3. Each ballot paper on which the candidate excluded in accordance with paragraph 1.2.2 received the first preference of the Primary Vote shall then be scrutinised as regards the Secondary Votes, and the next available Secondary Vote preference on each of these ballot papers shall be added to the total credited to each unexcluded candidate on the first count.
- 1.2.4. On the conclusion of the second count the candidate then lowest on the list of polling candidates shall be excluded. Each ballot on which such candidate received the first preference Primary Vote shall be scrutinised as regards to the Secondary Votes, and the next available Secondary Vote preference on each ballot paper shall be added to the total credited to the respective remaining candidates from the first and second counts. Should the next available Secondary Preference vote be cast in favour of an excluded candidate, it shall be disregarded, and the next available Secondary Vote preference cast in favour of a remaining candidate shall be added to the total credited for that candidate. This process of exclusion and distribution of Secondary Vote preferences shall be repeated until only the number of candidates to fill the vacancies for which the election has been held remain.
- 1.2.5. In the case of an equality of votes during the progress of the count, that candidate shall be excluded who has the lower number of higher preference votes, for which purpose the whole of the preference on the ballot form shall rank according to the numerical order. That is, the candidate who has the lowest progressive total at the previous count is excluded. In the event of there still being equality the position at the second last count is taken and this procedure is repeated back to the first count if necessary. In the event that there remains an equality of votes, the Chairperson shall decide by her casting vote which candidate shall be excluded.
- 1.2.6. Where, in this MOI or in any Rules or Regulations made thereunder, provision is made for the election of a deputy member of a Committee or subcommittee, the election of that deputy member shall be conducted by a separate ballot immediately after the election of the members of the Committee or subcommittee.
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Set out in this Schedule 5 is the Charter of the Nominations Committee established by operation of clause 19.12.2 of the MOI of the Company (note that, unless otherwise stated, references to clauses are references to clauses of this Schedule 5):

1. Composition

- 1.1. The composition of the Nominations Committee is set out in clause 19.16 of the MOI.
- 1.2. In respect of any external person appointed to the Nominations Committee pursuant to clause 19.16.3 of the MOI the appointee:
 - 1.2.1. must, in the opinion of the persons appointed pursuant to clauses 19.16.1 and 19.16.2 of the MOI, have significant business and/or governance expertise; but
 - 1.2.2. must not have any formal association or connection to organised water polo in South Africa.
- 1.3. If an external person appointed to the Nominations Committee holds a “Disqualifying Position” as defined in clause 13.4 of the MOI, the person must resign from that Disqualifying Position within seven (7) days of appointment to the Nominations Committee or subsequently taking up that Disqualifying Position, failing which the appointment of the person to the Nominations Committee shall be determined void from appointment to the Committee or taking up subsequently the Disqualifying Position, as applicable.

2. Nominations Committee Chair

The chair of the Nominations Committee shall be the independent person, as per clause 19.16.3 of the MOI.

3. Term of Office

The term of office of each member of the Nominations Committee shall be a maximum time period of two (2) years. A person is eligible for re-appointment when 15 months have elapsed since expiry of their previous term.

4. Purpose, Functions and Responsibilities

- 4.1. The primary purpose of the Nominations Committee is to assist the Board as the Board fulfils its responsibility to Members, by ensuring that the Board comprises individuals best able to discharge the responsibilities of Directors.
- 4.2. The Nominations Committee will meet as frequently as is necessary.
- 4.3. A quorum for a meeting of the Nominations Committee is provided for in clause 19.9 of the MOI.
- 4.4. The functions of the Nomination Committee shall include:
 - 4.4.1. Reviewing and assessing the skills required to discharge competently the Board’s duties having regard to the Company’s objects and strategic direction,

including specific qualities or skills that the Nominations Committee believes are necessary for one or more of the Directors to possess, and the mix of skills, experience expertise and diversity that the Board desires to achieve in membership of the Board.

- 4.4.2. Develop policy, review, assess from time to time and recommend to the Board as appropriate on:
 - 4.4.2.1. Director tenure and Board composition;
 - 4.4.2.2. the process of orientation and education of new Directors; and
 - 4.4.2.3. continuing professional education for Directors.
- 4.4.3. Develop and review policy for the purposes of assessing nominees for election or appointment as Directors, such policy which ensures that each nominee is assessed by the Nominations Committee against criteria including:
 - 4.4.3.1. the commitment of the nominee to a strong governance regime for water polo in South Africa;
 - 4.4.3.2. the commitment of the nominee to the Company developing strong policies and strategies for the development of water polo in South Africa;
 - 4.4.3.3. whether the nominee is involved in activities which could, or be reasonably perceived to, materially interfere with the nominee's capacity to act in the best interests of the Company;
 - 4.4.3.4. whether the nominee is free from any interest or relationship which could, or could reasonably be perceived to, materially interfere with the nominee's ability to act in the best interests of the Company;
 - 4.4.3.5. whether the election or appointment of the nominee as a Director will enhance the balance and diversity of skills amongst Directors; and
 - 4.4.3.6. whether the nominee satisfies any core competencies or other requirements established by the Board.
- 4.4.4. Identification and nomination of appropriate potential future Directors.
- 4.4.5. Assessing any nominees for election or appointment as Directors against the policy developed by the Nominations Committee pursuant to clause 4.4.3.
- 4.4.6. Making recommendations to the Board on whether Elected Directors should stand for re-election or Appointed Directors re-appointed.
- 4.4.7. Determining and advising regarding eligibility of persons for election, re-election or appointment or continuing to serve as a Director as provided for in the MOI.
- 4.5. The Nominations Committee shall discharge its functions outlined in clause 4.4.5 so that the Nominations Committee is in a position to report back to the Board within 21 days (or such shorter period required under the MOI or such longer period as determined and notified by the Board) after the date on which

the Nominations Committee is requested to assess a nominee for appointment or election as a Director.

- 4.6. The Nominations Committee may, but is not required to, give reasons to the Board as to why a nominee has been assessed by the Nominations Committee as a person suitable or unsuitable (as the case may be) for appointment or election as a Director.
- 4.7. The Nominations Committee may, by whatever means it so chooses, inform itself as to any matter relevant to the question of whether a nominee is a person suitable or unsuitable (as the case may be) for appointment or election as a Director.

5. Varying these terms

The terms of this Charter may only be varied in the manners specified in the MOI.