

Model Club Constitution

Doc 2 of the SAFDA document stack. Generated from the SAFDA Associations & Clubs Bylaw (the shared engine) for adoption by a club. If this document and the Bylaw ever conflict, the Bylaw controls — update this document to match rather than treating this as an independent source of truth.

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Article 1 — Name, Status & Affiliation

- 1.1 The name of the **Club** is [NAME].
- 1.2 The **Club** is constituted as an unincorporated association. It may own property, enter into contracts, and sue and be sued in its own name, and continues to exist despite changes in its membership or office-bearers.
- 1.3 Its area of operation is [AREA].
- 1.4 The **Club** is affiliated to its **District Association (or, exceptionally, its Provincial Association)**, and through the structure of the sport to the South African Flying Disc Association (“SAFDA”). It is bound by the SAFDA Constitution, the Associations & Clubs Bylaw, and every Policy made under the Constitution.
- 1.5 The Club’s legal separateness from, and liability position relative to, SAFDA and every other Tier Body is set out in Constitution Article 3.4; its insurance expectations are set out in Constitution Article 3.5.

***Open item:** A university or special-interest club is still a Club for this Constitution's purposes. Any exception to the standard fee mark-up cap for such clubs is recorded in the Financial Management & Membership Fees Policy, not here — so the exception can't quietly become a loophole in this document.*

Article 2 — Objectives

The Club exists to:

- 2.1 promote and develop flying disc sports within its local area in the spirit of the game;
- 2.2 coordinate club training sessions and local fixtures and the selection and training of club teams;
- 2.3 develop **new membership within its local area** and spread the sport into areas that do not yet have it;
- 2.4 advance transformation and broad, representative participation; and
- 2.5 uphold safeguarding, fair play and the rights of members, including access to dispute resolution.

Article 3 — Membership

- 3.1 The members of the Club are individuals who have registered with the Club and are up to date on the Club's membership fee.
- 3.2 Each individual member is entitled to vote for Club management by secret ballot, and enjoys the rights set out in the Membership Policy, including dispute resolution, complaints handling, and safeguarding protection.
- 3.3 Membership ends on written resignation, on falling out of good standing on fees, or on expulsion following a fair process under the Disciplinary & Dispute Resolution Policy.

Article 4 — Management

Composition

4.1 The Club is managed by a committee of **at least three (3) elected positions** — a Chairperson, a Secretary and a Treasurer — elected by the Club's individual members by secret ballot.

4.2 Management positions are elected for a term of **one year** and may stand for re-election.

Meetings and decisions

4.5 The committee meets at least **quarterly**, and may meet electronically. A quorum is **50% + 1 of the committee's voting members**.

4.6 **Minutes are taken at every meeting and made accessible to members** — a minimum standard under the Associations & Clubs Bylaw.

4.7 Any member of the committee may call for a vote of no confidence in any office-bearer, seconded by at least one other member.

Article 5 — Responsibilities

The Club is responsible for:

5.1 Management — organising club training sessions and local fixtures and selecting and training club teams;

5.2 Development — establishing new membership within its local area;

5.3 Register — keeping an up-to-date register of individual members and entering them for sanctioned events;

5.4 Safeguarding — ensuring events involving minors comply with SAFDA's Safeguarding Policy, including required background checks, supervision ratios and a designated safeguarding officer per event.

Article 6 — Finances and Membership Fees

6.1 The **Club** is responsible for paying the membership dues of all its members up to **its District Association (or, exceptionally, its Provincial Association)**.

6.2 It may charge an additional membership fee to cover administration, development and transformation, **provided that fee does not exceed 300% of SAFDA's membership fee** (the mark-up cap set in the Associations & Clubs Bylaw).

6.3 No fee may be set so as to price players out of the sport, consistent with the guiding threshold in the SAFDA Constitution.

6.4 Financial transparency. The club keeps accessible financial records and presents a budget and accounts to its members at least annually, and is subject to audit under the Financial Management & Membership Fees Policy.

Article 7 — Safeguarding & Discipline

7.1 Non-compliance with the Safeguarding Policy means an event, squad or the club itself does not count toward SAFDA rankings, in addition to any suspension that may follow.

7.2 Where the club faces a disciplinary decision, or a decision on its own suspension, it recuses from voting on that matter one tier up. The graduated model (note → warning → suspension) and appeal path are set out in the Disciplinary & Dispute Resolution Policy.

Article 8 — Employment & Contracting

- 8.1** A member of the management committee may not concurrently be a paid employee or contractor of the club, other than in a role expressly authorised by this Constitution and disclosed to its members.
- 8.2** Converting an elected position (for example, the Secretary) to a paid, contracted role requires a formal amendment to this Constitution under Article 9 below — a committee resolution alone is not sufficient. Before doing so, the committee must also apply the contractor-classification checklist in Financial Management & Membership Fees Policy Appendix E, per Constitution Article 13.4, and record the outcome.

Article 9 — Amendment

- 9.1** This Constitution may be amended by a resolution passed at an AGM (or a special general meeting called for that purpose) by **two-thirds** of members present and voting, on **30 days'** written notice of the proposed amendment, and must remain consistent with the SAFDA Constitution and the Associations & Clubs Bylaw.

Article 10 — Adoption Particulars (Annex A)

Completed on affiliation, and kept current with the SAFDA national register.

Field	Entry
Club name	[]
Tier	Club
Geographic area	[]
Upper Body it pays / reports to	[]
Fee mark-up cap	300% of SAFDA's fee
Discipline-specific? (Y/N; if Y, name)	[]
Date approved	[]
Approved by	[District Association]

Model District Association Constitution

Doc 3 of the SAFDA document stack. Generated from the SAFDA Associations & Clubs Bylaw (the shared engine) for adoption by a district association. If this document and the Bylaw ever conflict, the Bylaw controls — update this document to match rather than treating this as an independent source of truth.

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Article 1 — Name, Status & Affiliation

- 1.1 The name of the **District Association** is **[NAME]**.
- 1.2 The **District Association** is constituted as an unincorporated association. It may own property, enter into contracts, and sue and be sued in its own name, and continues to exist despite changes in its membership or office-bearers.
- 1.3 Its area of operation is **[AREA]**.
- 1.4 The **District Association** is affiliated to **its Provincial Association**, and through the structure of the sport to the South African Flying Disc Association (“SAFDA”). It is bound by the SAFDA Constitution, the Associations & Clubs Bylaw, and every Policy made under the Constitution.
- 1.5 The District Association’s legal separateness from, and liability position relative to, SAFDA and every other Tier Body is set out in Constitution Article 3.4; its insurance expectations are set out in Constitution Article 3.5.

Note: CTFDA (Cape Town) and Durban Ultimate are examples of bodies that would become District Associations under this Constitution.

Article 2 — Objectives

The District Association exists to:

- 2.1 promote and develop flying disc sports within the district in the spirit of the game;
- 2.2 coordinate district leagues and the selection and training of district squads;
- 2.3 develop **new Clubs within the district** and spread the sport into areas that do not yet have it;
- 2.4 advance transformation and broad, representative participation; and
- 2.5 uphold safeguarding, fair play and the rights of members, including access to dispute resolution.
- 2.6 Its jurisdiction covers all disc-sport disciplines in the district unless it is constituted as a discipline-specific body, in which case it must still affiliate to the **Provincial Association** to remain in Good Standing.

Article 3 — Membership

- 3.1 The members of the **District Association** are its affiliated **Clubs** in Good Standing.
- 3.2 A **Club** is in Good Standing if it has adopted a compliant constitution (or Adoption Schedule), meets the minimum standards in the Associations & Clubs Bylaw, and is up to date on its membership dues.
- 3.3 Each member **Club** is represented by the chairperson (or president) of a member Club, who exercises that member's vote.
- 3.4 Membership ends on written resignation, on ceasing to meet the Good Standing criteria, or on expulsion following a fair process under the Disciplinary & Dispute Resolution Policy.

Article 4 — Management

Composition

- 4.1** The **District Association** is managed by a committee comprising **three (3) elected management positions** — a Chairperson, a Secretary and a Treasurer — together with the representatives of the member **Clubs**.
- 4.2 Conflict of interest.** A person holding one of the three management positions may not at the same time serve as a chairperson (or president) of a member Club.
- 4.3 Representation safeguard.** The three management positions may not all be held by individuals from the same **Club**, so that no single club controls the district association.
- 4.4** Management positions are elected for a term of **one year** and may stand for re-election, in accordance with the Elections & Delegate Voting Regulation.

Meetings and decisions

- 4.5** The committee meets at least **quarterly**, and may meet electronically. A quorum is **50% + 1 of the committee's voting members**.
- 4.6 Minutes are taken at every meeting and made accessible to members** — a minimum standard under the Associations & Clubs Bylaw.
- 4.7** Any member of the committee may call for a vote of no confidence in any office-bearer, seconded by at least one other member.

Article 5 — Responsibilities

The District Association is responsible for:

- 5.1 Management** — organising district leagues and selecting and training district squads;
- 5.2 Development** — establishing new Clubs within the district;
- 5.3 Transformation & compliance** — monitoring and evaluating its Clubs, ensuring they transform and comply with district and national regulations, and reporting upward to Provincial Association;
- 5.4 Safeguarding** — ensuring events involving minors comply with SAFDA's Safeguarding Policy, including required background checks, supervision ratios and a designated safeguarding officer per event.

Article 6 — Finances and Membership Fees

- 6.1** The **District Association** is responsible for paying the membership dues of all its members up to **its Provincial Association**.
- 6.2** It may charge an additional membership fee to cover administration, development and transformation, **provided that fee does not exceed 200% of SAFDA's membership fee** (the mark-up cap set in the Associations & Clubs Bylaw).
- 6.3** No fee may be set so as to price players out of the sport, consistent with the guiding threshold in the SAFDA Constitution.
- 6.4 Financial transparency.** The district association keeps accessible financial records and presents a budget and accounts to its members at least annually, and is subject to audit under the Financial Management & Membership Fees Policy.

Article 7 — Safeguarding & Discipline

- 7.1** Non-compliance with the Safeguarding Policy means an event, squad or the district association itself does not count toward SAFDA rankings, in addition to any suspension that may follow.
- 7.2** Where the district association faces a disciplinary decision, or a decision on its own suspension, it recuses from voting on that matter one tier up. The graduated model (note → warning → suspension) and appeal path are set out in the Disciplinary & Dispute Resolution Policy.

Article 8 — Employment & Contracting

- 8.1** A member of the management committee may not concurrently be a paid employee or contractor of the district association, other than in a role expressly authorised by this Constitution and disclosed to its members.
- 8.2** Converting an elected position (for example, the Secretary) to a paid, contracted role requires a formal amendment to this Constitution under Article 9 below — a committee resolution alone is not sufficient. Before doing so, the committee must also apply the contractor-classification checklist in Financial Management & Membership Fees Policy Appendix E, per Constitution Article 13.4, and record the outcome.

Article 9 — Amendment

- 9.1** This Constitution may be amended by a resolution passed at an AGM (or a special general meeting called for that purpose) by **two-thirds** of members present and voting, on **30 days'** written notice of the proposed amendment, and must remain consistent with the SAFDA Constitution and the Associations & Clubs Bylaw.

Article 10 — Adoption Particulars (Annex A)

Completed on affiliation, and kept current with the SAFDA national register.

Field	Entry
District Association name	[]
Tier	District
Geographic area	[]
Upper Body it pays / reports to	[]
Fee mark-up cap	200% of SAFDA's fee
Discipline-specific? (Y/N; if Y, name)	[]
Date approved	[]
Approved by	[Provincial Association]

Model Provincial Association Constitution

Doc 4 of the SAFDA document stack. Generated from the SAFDA Associations & Clubs Bylaw (the shared engine) for adoption by a provincial association. If this document and the Bylaw ever conflict, the Bylaw controls — update this document to match rather than treating this as an independent source of truth.

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Article 1 — Name, Status & Affiliation

- 1.1 The name of the **Provincial Association** is [NAME].
- 1.2 The **Provincial Association** is constituted as an unincorporated association. It may own property, enter into contracts, and sue and be sued in its own name, and continues to exist despite changes in its membership or office-bearers.
- 1.3 Its area of operation is [AREA].
- 1.4 The **Provincial Association** is affiliated to **SAFDA**, and through the structure of the sport to the South African Flying Disc Association (“SAFDA”). It is bound by the SAFDA Constitution, the Associations & Clubs Bylaw, and every Policy made under the Constitution.
- 1.5 The Provincial Association’s legal separateness from, and liability position relative to, SAFDA and every other Tier Body is set out in Constitution Article 3.4; its insurance expectations are set out in Constitution Article 3.5.

Open item: A Provincial Association may be constituted as a dormant shell under Article 3.3 of the SAFDA Constitution and hold no Council seat until it activates — this Constitution applies to it either way.

Article 2 — Objectives

The Provincial Association exists to:

- 2.1 promote and develop flying disc sports within the province in the spirit of the game;
- 2.2 coordinate provincial championships and inter-district age-grade competitions and the selection and training of provincial squads;
- 2.3 develop **new District Associations within the province** and spread the sport into areas that do not yet have it;
- 2.4 advance transformation and broad, representative participation; and
- 2.5 uphold safeguarding, fair play and the rights of members, including access to dispute resolution.
- 2.6 Its jurisdiction covers all disc-sport disciplines in the province unless it is constituted as a discipline-specific body, in which case it must still affiliate to **SAFDA** to remain in Good Standing.

Article 3 — Membership

- 3.1 The members of the **Provincial Association** are its affiliated **District Associations** in Good Standing.
- 3.2 A **District Association** is in Good Standing if it has adopted a compliant constitution (or Adoption Schedule), meets the minimum standards in the Associations & Clubs Bylaw, and is up to date on its membership dues.
- 3.3 Each member **District Association** is represented by the chairperson (or president) of a member District Association, who exercises that member's vote.
- 3.4 Membership ends on written resignation, on ceasing to meet the Good Standing criteria, or on expulsion following a fair process under the Disciplinary & Dispute Resolution Policy.

Article 4 — Management

Composition

- 4.1** The **Provincial Association** is managed by a committee comprising **three (3) elected management positions** — a Chairperson, a Secretary and a Treasurer — together with the representatives of the member **District Associations**.
- 4.2 Conflict of interest.** A person holding one of the three management positions may not at the same time serve as a chairperson (or president) of a member District Association.
- 4.3 Representation safeguard.** The three management positions may not all be held by individuals from the same **District Association**, so that no single district association controls the provincial association.
- 4.4** Management positions are elected for a term of **one year** and may stand for re-election, in accordance with the Elections & Delegate Voting Regulation.

Meetings and decisions

- 4.5** The committee meets at least **quarterly**, and may meet electronically. A quorum is **50% + 1 of the committee's voting members**.
- 4.6 Minutes are taken at every meeting and made accessible to members** — a minimum standard under the Associations & Clubs Bylaw.
- 4.7** Any member of the committee may call for a vote of no confidence in any office-bearer, seconded by at least one other member.

Article 5 — Responsibilities

The Provincial Association is responsible for:

- 5.1 Management** — organising provincial championships and inter-district age-grade competitions and selecting and training provincial squads;
- 5.2 Development** — establishing new District Associations within the province;
- 5.3 Transformation & compliance** — monitoring and evaluating its District Associations, ensuring they transform and comply with district and national regulations, and reporting upward to SAFDA;
- 5.4 Safeguarding** — ensuring events involving minors comply with SAFDA's Safeguarding Policy, including required background checks, supervision ratios and a designated safeguarding officer per event.

Article 6 — Finances and Membership Fees

- 6.1** The **Provincial Association** is responsible for paying the membership dues of all its members up to **SAFDA**.
- 6.2** It may charge an additional membership fee to cover administration, development and transformation, **provided that fee does not exceed 150% of SAFDA's membership fee** (the mark-up cap set in the Associations & Clubs Bylaw).
- 6.3** No fee may be set so as to price players out of the sport, consistent with the guiding threshold in the SAFDA Constitution.
- 6.4 Financial transparency.** The provincial association keeps accessible financial records and presents a budget and accounts to its members at least annually, and is subject to audit under the Financial Management & Membership Fees Policy.

Article 7 — Safeguarding & Discipline

- 7.1** Non-compliance with the Safeguarding Policy means an event, squad or the provincial association itself does not count toward SAFDA rankings, in addition to any suspension that may follow.
- 7.2** Where the provincial association faces a disciplinary decision, or a decision on its own suspension, it recuses from voting on that matter one tier up. The graduated model (note → warning → suspension) and appeal path are set out in the Disciplinary & Dispute Resolution Policy.

Article 8 — Employment & Contracting

- 8.1** A member of the management committee may not concurrently be a paid employee or contractor of the provincial association, other than in a role expressly authorised by this Constitution and disclosed to its members.
- 8.2** Converting an elected position (for example, the Secretary) to a paid, contracted role requires a formal amendment to this Constitution under Article 9 below — a committee resolution alone is not sufficient. Before doing so, the committee must also apply the contractor-classification checklist in Financial Management & Membership Fees Policy Appendix E, per Constitution Article 13.4, and record the outcome.

Article 9 — Amendment

- 9.1** This Constitution may be amended by a resolution passed at an AGM (or a special general meeting called for that purpose) by **two-thirds** of members present and voting, on **30 days'** written notice of the proposed amendment, and must remain consistent with the SAFDA Constitution and the Associations & Clubs Bylaw.

Article 10 — Adoption Particulars (Annex A)

Completed on affiliation, and kept current with the SAFDA national register.

Field	Entry
Provincial Association name	[]
Tier	Province
Geographic area	[]
Upper Body it pays / reports to	[]
Fee mark-up cap	150% of SAFDA's fee
Discipline-specific? (Y/N; if Y, name)	[]
Date approved	[]
Approved by	SAFDA Council

SAFDA Remunerated Provincial Positions Policy

Doc 4.1 of the SAFDA document stack. The process for moving a Provincial Association management position from voluntary to paid — a governance gate, not a costing model

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Article 1 — Purpose & Application

- 1.1** This Policy gives effect to Article 10.3 of the SAFDA Constitution, which gives Council the power to remunerate a Provincial Association's management positions rather than leaving them purely voluntary.
- 1.2** This Policy deliberately does not set a pre-calculated affordability threshold or costing formula. SAFDA does not yet have the real membership and revenue figures that a genuine costing model would need, and a number produced without them would look authoritative while actually being a guess. Instead, the safeguard is procedural: a real decision, requiring real consensus, made with whatever the actual financial picture is at the time.

Article 2 — Definitions

Proposing Province. The Provincial Association whose management position is proposed to be remunerated.

Remunerated Position. A Provincial Association management position (Model Provincial Association Constitution Article 4.1) for which the person holding it is paid, rather than serving as a volunteer.

Article 3 — Proposal

- 3.1** A Provincial Association may propose to Council that one or more of its management positions be remunerated. A proposal should explain why the position cannot realistically be sustained on a voluntary basis — for example, a demonstrated pattern of the minimum representation problem in Elections Regulation Article 7.1, persistent vacancy, or a volunteer workload genuinely inconsistent with an unpaid role.
- 3.2** Council may also raise the question itself, without waiting for a proposal from the Province concerned, where it has reason to believe a position is not sustainable on a voluntary basis.

Article 4 — Council Decision

- 4.1** Council may adopt a Remunerated Position only by a resolution passed by **two-thirds** of Council members present and voting, consistent with Constitution Article 10.3. This is the same threshold used for a vote of no confidence and for a constitutional amendment — deliberately a high bar for a decision that commits SAFDA's federated structure to an ongoing cost.
- 4.2** A resolution under this Article must name the specific position(s) being remunerated and the Province concerned. Council does not adopt a blanket policy remunerating positions at every Province, or at every Province of a certain type — each case is decided on its own facts.
- 4.3** The resolution records, in writing, the reasons the position cannot reasonably continue as voluntary and how it will be funded under Article 5.

Article 5 — Self-Funding Principle

- 5.1** A Remunerated Position is funded from the Proposing Province's own mark-up revenue under Financial Management & Membership Fees Policy Article 3.4 (up to 150% of SAFDA's base fee), not from SAFDA's national base-fee revenue or from another Province's revenue.

- 5.2 This is a structural constraint, not a calculated one: a Province proposing a Remunerated Position must show, in ordinary budget terms as part of its own Annual Compliance Report, that its own mark-up revenue can sustain the cost — without SAFDA needing to build a national costing model to make the decision.
- 5.3 If a Province's mark-up revenue later falls short of sustaining a Remunerated Position it has adopted, this is a compliance matter for that Province under the Compliance & Annual Reporting Framework, not an automatic SAFDA-wide liability.

Article 6 — Governance Separation

- 6.1 A Remunerated Position remains subject to Constitution Article 13.1 (Employment, Contracting & Conflict of Interest) and the equivalent Article 8 of the Model Provincial Association Constitution: a person may not concurrently hold an elected management position and be paid for it, other than in a role expressly authorised by this Policy and disclosed to the Province's members.
- 6.2 Before adopting a Remunerated Position, Council must apply the contractor-classification checklist in Financial Management & Membership Fees Policy Appendix E, per Constitution Article 13.4, and record the outcome as part of the resolution under Article 4.
- 6.3 Converting an elected position to a paid, contracted role still requires the constitutional amendment process in Model Provincial Association Constitution Article 8.2 at that Province's own level, in addition to Council's two-thirds resolution under Article 4 above — the two approvals serve different purposes and neither substitutes for the other.

Article 7 — Review

- 7.1 Council reviews every Remunerated Position at least annually, alongside the Province's Annual Compliance Report, and may resolve to end the arrangement by ordinary resolution if it is no longer justified or sustainably funded.
- 7.2 Ending a Remunerated Position does not itself end the underlying management position — it reverts to a voluntary position under the Model Provincial Association Constitution, filled at the next election or by the ordinary vacancy process.

Article 8 — Amendment

- 8.1 Consistent with Article 15.4 of the SAFDA Constitution, this Policy may be amended by ordinary Council resolution without requiring a full AGM.

Associations & Clubs Bylaw

Doc 5 of the SAFDA document stack. Minimum standards binding every Provincial Association, District Association and Club — the shared engine behind each tier's Adoption Schedule (Doc 5 of the SAFDA document stack)

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Open item: This Bylaw is the engine agreed for the document architecture: the substance that used to be repeated across three near-identical model constitutions now lives here. Each tier completes a short Adoption Schedule (Annex A) recording only what differs. The existing Model District and Provincial Association rough drafts will need to be converted into that thin-schedule format next.

Article 1 — Purpose & Application

- 1.1 This Bylaw is adopted by the SAFDA Council under Article 15.4 of the SAFDA Constitution. It sets minimum, binding standards for every Provincial Association, District Association and Club (each a **“Tier Body”**).
- 1.2 Every Tier Body must complete and keep current an **Adoption Schedule** (Annex A) recording the particulars that differ by tier — its name, geographic area, the body it pays and reports to, and its fee mark-up cap. Where this Bylaw and a Tier Body's Adoption Schedule conflict, the Adoption Schedule governs only on the matters it is expressly permitted to set; this Bylaw governs everything else.
- 1.3 Terms defined in Article 2 of the SAFDA Constitution apply equally here. This Article 2 adds terms specific to this Bylaw.

Article 2 — Definitions

Adoption Schedule. The completed Annex A for a given Tier Body, approved by its Upper Body (or, for a Provincial Association, by Council).

Lower Body. A body affiliated to a Tier Body one tier down (a District Association's Lower Bodies are its member Clubs; a Provincial Association's Lower Bodies are its member District Associations).

Tier Body. A Provincial Association, District Association or Club, as the context requires.

Upper Body. A Tier Body pays its members' dues up to and reports to (a District Association's Upper Body is its Provincial Association; a Provincial Association's Upper Body is SAFDA itself).

Article 3 — Legal Status & Objects

- 3.1 A Tier Body is constituted as an unincorporated association (or such other legal form as its Adoption Schedule records), is affiliated through the structure of the sport to SAFDA, and is bound by the SAFDA Constitution, this Bylaw, and every Policy made under the Constitution.
- 3.2 A Tier Body exists to:
 - (a) promote and develop flying disc sports within its area in the spirit of the game;
 - (b) coordinate leagues and the selection and training of representative squads at its level;
 - (c) develop new Lower Bodies and spread the sport into areas that do not yet have one;
 - (d) advance transformation and broad, representative participation; and
 - (e) uphold safeguarding, fair play and the rights of members, including access to dispute resolution.

Article 4 — Good Standing

- 4.1** A Tier Body is in Good Standing if it: (a) has a current, compliant Adoption Schedule; (b) meets the management, minutes and financial-transparency standards in Articles 6 and 8; (c) is up to date on the dues it owes its Upper Body; and (d) is not under an active suspension under Article 11.
- 4.2** A Lower Body's membership of its Tier Body depends on the Lower Body itself being in Good Standing under the same test, applied one tier down.
- 4.3** Membership of a Lower Body in its Tier Body ends on written resignation, on ceasing to meet the Good Standing criteria, or on expulsion following a fair process under the Disciplinary & Dispute Resolution Policy.

Article 5 — Membership & Representation

- 5.1** The members of a Tier Body are its affiliated Lower Bodies in Good Standing.
- 5.2** Each member of the Lower Body is represented by its chairperson (or president), who exercises that Lower Body's vote at the Tier Body's meetings.

***Open item:** do individuals ever hold direct membership at District or Provincial level, or only through their Club? This Bylaw currently assumes members are bodies, not individuals - cleaner, but it means an individual's rights are enforced one tier down, through the Membership Policy.*

Article 6 — Management

Composition

- 6.1** A Tier Body is managed by a committee comprising **three (3) elected management positions** — a Chairperson, a Secretary and a Treasurer — together with the representatives of its member Lower Bodies under Article 5.2.
- 6.2 Conflict of interest.** A person holding one of the three management positions may not, at the same time, serve as a Lower Body representative.
- 6.3 Representation safeguard.** The three management positions may not all be held by individuals from the same Lower Body, so that no single Lower Body controls the Tier Body.
- 6.4** Management positions are elected for a term of **[one/two] year(s)** and may stand for re-election, in accordance with the Elections & Delegate Voting Regulation.

Meetings, minutes and decisions

- 6.5** The committee meets at least **quarterly**, and may meet electronically. A quorum is **50% + 1 of the committee's voting members**, unless the Tier Body's Adoption Schedule sets a higher figure.
- 6.6 Minutes are taken at every meeting and made accessible to members** — this is a minimum standard, not optional.
- 6.7** Any member of the committee may call for a vote of no confidence in any office-bearer, seconded by at least one other member, on the same basis as Article 9 of the SAFDA Constitution.

Article 7 — Responsibilities

A Tier Body is responsible for:

- 7.1 Management** — organising the leagues, and selecting and training the squads, recorded as its own in its Adoption Schedule;
- 7.2 Development** — establishing new Lower Bodies within its area;

- 7.3 Transformation & compliance** — monitoring and evaluating its Lower Bodies, ensuring they transform and comply with this Bylaw and the Tier Body’s own reasonable rules, and reporting upward to its Upper Body;
- 7.4 Safeguarding** — ensuring events involving minors comply with the SAFDA Safeguarding Policy, including required background checks, supervision ratios and a designated safeguarding officer per event.

Article 8 — Finances

- 8.1** A Tier Body is responsible for paying the membership dues of all players in its area up to its Upper Body.
- 8.2** It may charge an additional membership fee to cover administration, development and transformation, provided that fee does not exceed the mark-up cap stated in its Adoption Schedule (Club ≤300%, District ≤200%, Province ≤150% of SAFDA’s base fee, unless the Financial Management & Membership Fees Policy sets a different figure).
- 8.3** No fee may be set, at any tier, so as to price players out of the sport — see the guiding threshold in Article 10.2 of the SAFDA Constitution.
- 8.4 Financial transparency.** A Tier Body must keep accessible financial records and present a budget and accounts to its members at least annually, and is subject to audit as set out in the Financial Management & Membership Fees Policy.
- 8.5** Fee waivers apply to SAFDA ExCo members, Commission heads and deputies, and Provincial Association ExCo members, extending to District Association executives once District Associations are established, as set out in the Financial Management & Membership Fees Policy Art 3.7.

Article 9 — Jurisdiction

- 9.1** A Tier Body’s jurisdiction covers all disc-sport disciplines within its area, unless it is constituted as a discipline-specific body (an “-FDA”), in which case it must still affiliate to the general Tier Body one level up to remain in Good Standing.

Article 10 — Safeguarding & Compliance

- 10.1** Every Tier Body must comply with the SAFDA Safeguarding Policy for any event, squad or program involving minors.
- 10.2** An event, squad or Tier Body that cannot demonstrate compliance does not count toward SAFDA rankings, in addition to any suspension that may follow under Article 11 of this Bylaw or Article 11 of the SAFDA Constitution.
- 10.3** A Tier Body must submit the post-event and annual reports required by the Compliance & Annual Reporting Framework.

Article 11 — Discipline

- 11.1** A Tier Body facing a disciplinary decision, or a decision on its own suspension, recuses from voting on that matter at the tier above it.
- 11.2** The graduated model (note → warning → suspension) and appeal path are set out in the Disciplinary & Dispute Resolution Policy, and final appeal follows Article 11.3 of the SAFDA Constitution.

Article 12 — Employment & Contracting

- 12.1** Article 13 of the SAFDA Constitution (separation of governance and paid roles; ExCo’s contracting power; conversion of elected positions to contracted ones) applies to every Tier Body, read as if each reference to Council were a reference to that Tier Body’s own management committee.

12.2 In practice: if a Tier Body’s constitution designates a position (for example, a Secretary) as elected, moving that position to a paid, contracted role requires a formal amendment to that Tier Body’s own constitution or Adoption Schedule, approved under Article 13 below — a management-committee resolution alone is not enough.

Article 13 — Amendment

13.1 This Bylaw may be amended by ordinary resolution of Council under Article 15.4 of the SAFDA Constitution, without requiring a full AGM.

13.2 A Tier Body’s Adoption Schedule may be updated by agreement between the Tier Body and its Upper Body (or Council, for a Provincial Association), and takes effect once recorded in the national register.

13.3 Where a Tier Body maintains its own residual constitution rather than relying solely on this Bylaw and its Adoption Schedule, that constitution’s own amendment procedure applies to anything it still governs, subject always to Article 13.2 of the SAFDA Constitution.

Article 14 — Transitional Provisions

14.1 This Bylaw applies to a Tier Body from the date its Adoption Schedule is approved, in accordance with the phased rollout described in Article 16 of the SAFDA Constitution (communicate the new structure, then a rollout phase, with full commencement targeted for 2027).

14.2 Until then, a body operating under a prior constitution (such as the current CTFDA constitution) continues to be governed by it, to the extent necessary to avoid a governance gap, and is expected to move to this Bylaw’s Adoption Schedule format during the rollout.

Article 15 — Annex A — Adoption Schedule Template

Every Tier Body completes one of these on affiliation, and updates it whenever a recorded particular changes.

Field	Entry
Tier Body name	[]
Tier (Club / District / Province)	[]
Geographic area	[]
Upper Body it pays / reports to	[]
Fee mark-up cap	[300% / 200% / 150% per Article 8.2]
Discipline-specific? (Y/N; if Y, name)	[]
Date Adoption Schedule approved	[]
Approved by	[Upper Body / Council]

Financial Management & Membership Fees Policy

Doc 6 of the SAFDA document stack. SAFDA's Financial Management Policy for the federated structure.

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Article 1 — Purpose & Scope

- 1.1** This Policy establishes the framework for sound financial management, internal controls, accountability and transparency across SAFDA and every tier of the federated structure. It is designed to ensure compliance with the SASCOC Constitution and governance requirements, the National Sport and Recreation Act 110 of 1998, Section 30 of the Income Tax Act (public benefit organisation status), WFDF membership requirements, generally accepted accounting and auditing standards in South Africa, and the SAFDA Constitution and Associations & Clubs Bylaw.
- 1.2** This Policy applies in full to SAFDA at the national level, and — to the extent set out in Article 3 (the fee cascade) and Article 9.4 (tiered assurance) — to every Provincial Association, District Association and Club, giving effect to Article 8 of the Associations & Clubs Bylaw.
- 1.3** Its objectives are to:
- (a) ensure responsible stewardship of financial resources at every tier;
 - (b) maintain transparency and accountability to members, SASCOC, funders and stakeholders; establish clear roles, responsibilities and delegated authorities; implement effective internal controls to safeguard assets and prevent fraud;
 - (c) ensure statutory and regulatory compliance;
 - (d) give effect to the fee cascade in Article 3 of this Policy and Article 3.2 of the SAFDA Constitution; and support SAFDA's strategic objectives and sustainability.

Article 2 — Governance Structure & Responsibilities

SAFDA Council

- 2.1** Council has ultimate responsibility for SAFDA's financial management and: approves the annual budget prepared under Article 4 and any material amendment to it; reviews and approves audited annual financial statements; appoints and oversees the external auditor on the Finance Committee's recommendation; establishes and maintains financial policies and internal controls; monitors financial performance through quarterly management reports; ensures compliance with SASCOC's financial reporting obligations; approves expenditure exceeding the delegated authority limits in Appendix B; and establishes and monitors operating reserve targets under Article 11.

Finance Committee

- 2.2** Council establishes a Finance Committee of at least three (3) Council members, comprising a Chairperson (who may not also chair Council or ExCo), at least one member with relevant financial qualifications or experience, and the ExCo Treasurer if that role exists.
- 2.3** The Finance Committee oversees financial planning and management; reviews monthly and quarterly financial reports; monitors budget performance and recommends corrective action; reviews and recommends the annual budget to Council; oversees financial risk management; reviews this Policy and recommends updates; oversees the annual audit process (fulfilling audit-committee functions under Article 9.2); and reports to Council on all financial matters at least quarterly.

ExCo

- 2.4** ExCo — acting through its Treasurer, a Secretary-General appointed under Constitution Article 6.5, or a contracted Finance Officer engaged under Constitution Article 6.4 — is responsible for day-to-day financial management;

ensuring compliance with this Policy; preparing monthly management accounts and the annual budget for Council's approval; ensuring timely payment of creditors and collection of receivables; safeguarding SAFDA's assets; implementing Council's financial decisions; coordinating the annual audit; and submitting financial reports to SASCO as required.

Finance Officer / Bookkeeper

- 2.5** Where appointed or contracted, the Finance Officer maintains accurate financial records; processes transactions in accordance with this Policy; prepares monthly bank reconciliations and financial reports; maintains the asset register; processes payroll if applicable; assists with budget preparation and monitoring; and provides information for audit purposes.

Article 3 — The SAFDA Fee Cascade

- 3.1** This Article gives effect to the money flow set out in Article 3.2 of the SAFDA Constitution: each tier pays its members' dues up to the tier above, and may mark up its fee within a capped percentage to fund its own administration, development and transformation work.

Base fee and guiding threshold

- 3.2** SAFDA's base annual membership fee is **R200**, set by Council annually under Constitution Article 10.1.
- 3.3** No player should pay more than **~R1,200/year all-in** once every tier's mark-up is applied. With the R200 base fee confirmed, the theoretical maximum under full Club ($\leq 300\%$), District ($\leq 200\%$) and Province ($\leq 150\%$) mark-ups would be R1,500; the R1,200 guiding threshold is deliberately set below that ceiling, so it operates as a real constraint on pricing rather than merely restating the mark-up caps.

Mark-up caps

- 3.4** A tier may mark up SAFDA's base fee, within these caps set by the Associations & Clubs Bylaw (Article 8.2): Club $\leq 300\%$; District Association $\leq 200\%$; Provincial Association $\leq 150\%$. See Appendix D for the cascade in table form.
- 3.5 University / special-case clubs.** Where a university, college or school club's own institutional regulations set a different threshold or principle than this Policy, the higher standard of protection for players takes precedence over the standard mark-up cap in Article 3.4. This applies only to thresholds and principles set by the institution's own governing regulations — it is not a general exemption a club can invoke by simply asserting special status.

Event-fee routing

- 3.6** Event fees are routed player → Tournament Organising Committee (TOC) → SAFDA, with the club or TOC accountable for its own players' payment and register. A minimum event levy of **R10 per player per sanctioned event** applies to every sanctioned event, payable by the TOC to SAFDA alongside the event's Post-Event Report. At 5% of the R200 base fee, the levy stays low enough not to price players out even across a full season of events, while funding national ranking-system administration tied directly to tournament activity.

Volunteer benefits

- 3.7** Fee waivers are the confirmed volunteer benefit model. A waiver applies to SAFDA ExCo members, Commission heads and deputies, and Provincial Association ExCo members. This will extend to District Association executives once District Associations are established. See also Bylaw Article 8.5.

Remunerated Provincial positions

- 3.8** Constitution Article 10.3 gives Council the power to remunerate Provincial Association management positions if it resolves to, once costed against this fee cascade. That costing model hasn't been built yet — it's a natural next exercise once the base fee in Article 3.2 is confirmed, since the affordability question can't really be answered without it.

Article 4 — Financial Planning & Budgeting

- 4.1** SAFDA prepares a comprehensive annual operating budget, aligned to its strategic and operational objectives, based on realistic income and expenditure projections, covering all anticipated revenue and expenditure, providing for adequate operating reserves, and prepared on a cash-flow basis with monthly projections.
- 4.2 Budget calendar:** November–December, strategic planning and priority-setting by Council; December–January, budget holders prepare departmental budgets; January, Finance Committee reviews the draft consolidated budget; February, Council approves the final budget; the budget year commences 1 March, matching SAFDA's actual financial year. The approved budget is presented to members at the AGM for transparency.
- 4.3** Monthly budget-vs-actual reports are reviewed by the Finance Committee. A variance greater than 10% or R10,000 (whichever is lower) must be investigated and explained. Quarterly performance reports go to Council, and a mid-year reforecast happens in August or September (the midpoint of the March–February year).
- 4.4** Minor reallocations (up to R20,000 between line items) may be approved by ExCo in consultation with the Finance Committee Chairperson. Amendments exceeding R20,000 or 15% of the total budget require Council approval. Every amendment is documented with justification.

Article 5 — Revenue Management

- 5.1** SAFDA's revenue may come from government grants (SASCOC, Sport and Recreation South Africa), National Lotteries Commission funding, membership fees under Article 3, competition entry and tournament revenue, sponsorships and commercial partnerships, donations and fundraising, investment income, and other sources aligned with SAFDA's objects.
- 5.2** All revenue is receipted and banked intact within 48 hours of receipt, with official pre-numbered receipts for cash/cheque and retained confirmations for electronic payments. A receipts register records all revenue, recorded in the correct financial period, with outstanding receivables reviewed monthly.
- 5.3** Membership fee structures are approved annually by Council under Article 3. A membership register shows payment status; members in arrears are notified and their rights suspended until payment is received, consistent with the Membership Policy.
- 5.4** Grant agreements are reviewed and approved by Council before acceptance. Separate accounting records are kept for each restricted grant; expenditure complies with grant conditions; required progress and financial reports are submitted on time; grant funds are held in separate accounts where a funder requires it; and unspent funds are managed per the grant agreement.

Article 6 — Expenditure Management & Controls

Authorisation

Expenditure amount	Authorisation required	Additional requirements
Up to R20,000	ExCo approval by simple majority vote	Within approved budget
R20,001 – R50,000	ExCo approval by supermajority vote	Within approved budget
Above R50,000	ExCo resolution by consensus	May require a tender process
Unbudgeted expenditure ≤ R10,000	ExCo approval by simple majority vote	Within approved budget
Unbudgeted expenditure > R10,000	ExCo approval by supermajority (two-thirds)	Full justification required

Procurement

- 6.1** Up to R5,000: a single written quotation. R5,001–R25,000: at least two written quotations. R25,001–R100,000: at least three written quotations. Above R100,000: a formal tender process.

- 6.2** Procurement is fair, competitive, transparent, cost-effective and non-discriminatory; favours value for money and, where appropriate, B-BBEE-compliant suppliers; avoids conflicts of interest; requires written specifications above R10,000; and sets evaluation criteria before quotations or tenders are requested.

Payments

- 6.3** Every payment requires supporting documentation and is processed within 30 days of invoice date where possible. Two authorised signatories are required for every payment; signatories review supporting documentation and may not authorise their own expense claims. A Finance Committee member reviews the payment run monthly.

Petty cash, cards & travel

- 6.4** Petty cash float is capped at R2,000, held by a custodian appointed by ExCo, reconciled weekly, and audited quarterly by an independent Council member.
- 6.5** Organisational credit or fuel cards go only to authorised personnel, with monthly limits, receipt-backed transactions, monthly reconciliation, and no personal use.
- 6.6** A separate Travel Policy is developed and approved by Council. Domestic travel follows SASCOC-approved rates; international travel requires Council approval; advances of up to 80% of estimated cost may be issued; and expense claims are submitted within 14 days of return with original receipts.

Article 7 — Banking & Cash Management

- 7.1** SAFDA bank accounts are held in the name of the South African Flying Disc Association. Council approves opening or closing any account, appoints at least three (3) authorised signatories who are not related or co-resident, requires two signatures (or dual electronic authorisation) on every payment, and reviews bank mandates annually.
- 7.2** Bank reconciliations are prepared monthly within 10 working days of month-end and reviewed by ExCo or a Finance Committee member. Unexplained items are investigated immediately; items outstanding over 90 days are reported to the Finance Committee.
- 7.3** A rolling 12-month cash-flow forecast is prepared monthly; a minimum balance covering 30 days' operating expenses is maintained; surplus funds are invested under Article 12; and cash-flow constraints are reported to the Finance Committee immediately.
- 7.4** A Provincial Association, District Association or Club holds and operates its own bank account(s) on the same signatory and reconciliation principles in Articles 7.1–7.2, scaled to its size, consistent with the financial transparency duty in Bylaw Article 8.4.

Article 8 — Financial Reporting

- 8.1** Monthly: a statement of income and expenditure (budget vs. actual), statement of financial position, cash-flow statement, bank reconciliations, aged debtors/creditors, and grant acquittal statements where applicable.
- 8.2** Quarterly, Council receives comprehensive management accounts, variance analysis and commentary, a cash-flow forecast, key financial indicators, risk register updates, and grant compliance status.
- 8.3** Annual financial statements comply with IFRS or IFRS for SMEs, are prepared by a qualified professional, are audited by an independent registered auditor, include the full statement set and notes, are presented to members at the AGM, and are submitted to SASCOC within the required timeframe (typically 6 months of financial year-end).
- 8.4** SAFDA submits to SASCOC: audited annual financial statements within 6 months of year-end, proof of constitutional compliance, any additional reports SASCOC requests, and evidence of good standing with relevant authorities.

Article 9 — Audit & Assurance

- 9.1** SAFDA appoints an independent registered auditor annually, on the Finance Committee's recommendation, with Council approving fees; the same firm does not serve more than **3 consecutive years** without rotation, matching SASCOC's own constitutional standard rather than the more lenient 5-year default in generic templates, since SASCOC alignment is a stated objective; management cooperates fully; and findings and management responses are reviewed by the Finance Committee with action plans for every recommendation.
- 9.2** The Finance Committee fulfils audit-committee functions: reviewing audit plans and scope, monitoring auditor independence and performance, reviewing draft financial statements before Council approval, reviewing the auditor's management letter, monitoring implementation of recommendations, and assessing internal-control adequacy.
- 9.3** Internal controls are reviewed annually by the Finance Committee; weaknesses are addressed promptly; high-risk areas get periodic spot checks; and a fraud risk assessment is conducted annually.

Tiered assurance below SAFDA level

- 9.4** Consistent with Bylaw Article 8.4, Provincial Associations are audited annually on the same basis as SAFDA. For District Associations and Clubs, a full external audit is disproportionate to their scale; the recommended approach is an **independent examination** (a lighter-touch, independent review of accounts) below a revenue threshold of **R350,000**, stepping up to a full audit above it.

Article 10 — Asset Management

- 10.1** A comprehensive asset register is maintained for all assets exceeding R2,000, updated monthly for additions and disposals, recorded at cost, uniquely identified and tagged where practical, and showing description, acquisition date, cost, location, custodian and depreciation.
- 10.2** Physical asset verification happens annually; discrepancies are investigated and reported to the Finance Committee; missing or damaged assets are reported immediately; and the register is reconciled to the general ledger annually.
- 10.3** Disposal authorisation: up to R10,000, ExCo by simple majority; R10,001–R50,000, ExCo by supermajority; above R50,000, ExCo by consensus. Disposal is transparent, achieves fair value, and proceeds are accounted for as income; disposed assets are removed from the register.
- 10.4** Significant assets are insured against fire, theft and damage, with coverage reviewed annually, claims processed promptly, and certificates kept on file.

Article 11 — Reserves Policy

- 11.1** SAFDA maintains operating reserves to ensure sustainability and continuity, provide working-capital cash flow, cushion unexpected shortfalls or expense increases, enable strategic investment, and demonstrate stability to funders.
- 11.2** Target reserve is 3–6 months of average operating expenditure: minimum 3 months, target 4.5 months, maximum 6 months. The Rand figures behind these levels depend on the confirmed annual budget and are reviewed annually.
- 11.3** Where reserves fall below the minimum, the budget includes a planned annual surplus to rebuild them (target: at least 10% of annual revenue), aiming to reach the minimum within 2–3 years, reviewed by Council quarterly.
- 11.4** Reserves may be accessed for short-term cash-flow needs (repaid within the same financial year), unforeseen emergencies threatening sustainability, strategic one-time investments approved by Council, or temporary gaps in grant-funded programmes — authorised up to R25,000 by Finance Committee recommendation and ExCo simple majority, R25,001–R100,000 by Finance Committee recommendation and ExCo supermajority, and above

R100,000 by Finance Committee recommendation and ExCo consensus resolution with full justification and a repayment plan.

- 11.5** Reserves are designated as Council-designated reserve in unrestricted net assets, reported in every Council financial report, invested under Article 12, and tracked separately for usage and repayment.

Article 12 — Investment Policy

- 12.1** Investments prioritise capital preservation and security, liquidity for operational needs, reasonable risk-adjusted returns, and ethical, socially responsible options.
- 12.2** Permitted: bank savings and money-market accounts with registered banks, notice deposits (32 days–12 months), government bonds and treasury bills, and registered low-to-moderate-risk unit trusts. Prohibited: individual shares or equities, derivatives and speculative instruments, entities conflicting with SAFDA's values, and loans to third parties or members.
- 12.3** Investment decisions up to R100,000 are made by ExCo by simple majority; above R100,000, by ExCo by supermajority; all investments are reported in quarterly Council reports, and professional investment advice is sought for amounts exceeding R500,000 (see also 12.4).
- 12.4** Investment performance is reviewed quarterly, strategy annually, and professional advice is sought for amounts exceeding R500,000.

Article 13 — Risk Management & Internal Controls

- 13.1** SAFDA identifies, assesses and manages financial risk including fraud and misconduct, cash-flow and liquidity risk, funding dependency and income volatility, regulatory non-compliance, loss of assets or funds, and reputational damage from financial mismanagement.
- 13.2 Segregation of duties:** no single person controls all aspects of a transaction; authorisation, recording and custody are separated; reconciliations are done by someone independent of cash handling; where SAFDA's small size makes full segregation impractical, the constraint is documented and mitigated through additional oversight.
- 13.3 Authorisation, documentation & monitoring:** every transaction follows the delegation matrix in Appendix B with adequate supporting documentation; records are kept a minimum of 7 years with weekly electronic backups and restricted, password-protected access; and monthly management accounts, quarterly Finance Committee review, annual external audit and periodic internal-control review all continue on schedule.
- 13.4 Fraud prevention:** a code of ethics and conflict-of-interest policy is communicated to everyone involved; a whistleblowing mechanism is established and communicated; a fraud risk assessment happens annually; suspected fraud is reported immediately to the Council Chairperson; and investigation procedures exist for financial irregularities.

Article 14 — Taxation & Statutory Compliance

- 14.1** SAFDA maintains its Public Benefit Organisation registration (Section 30, Income Tax Act), submits annual IT12EI returns to SARS by the deadline, complies with PAYE/UIF/SDL if it employs staff, complies with VAT if turnover exceeds the registration threshold, and maintains tax compliance certificates where required.
- 14.2** SAFDA also complies with Non-Profit Organisations Act registration and reporting, submits required reports to the Department of Social Development, complies with Companies Act requirements if registered as an NPC, maintains good standing with CIPC, complies with SASCOC constitutional requirements, and submits reports to WFDF as required.

Article 15 — Financial Record Keeping

15.1 Appropriate accounting software is maintained, with a chart of accounts aligned to reporting requirements, restricted password-protected access, regular (minimum weekly) backups, and records compliant with GAAP.

Record type	Retention
Annual financial statements; auditor reports & management letters	Permanent
Tax returns and assessments	7 years
Bank statements and reconciliations	7 years
Invoices and payment vouchers	7 years
Payroll records	7 years (or as legislation requires)
Grant agreements and acquittals	7 years post project completion

15.2 Original documents are filed systematically and securely, electronic copies are kept as backup where possible, confidential financial information is secured, and expired records are destroyed under a documented protocol.

Article 16 — Policy Implementation & Review

16.1 This Policy is communicated to Council, ExCo, Finance Committee and every Association and Club; training is provided as needed; and it is made available to members and stakeholders on request.

16.2 ExCo is responsible for compliance; the Finance Committee monitors it through quarterly review; non-compliance is reported to Council with a corrective action plan.

16.3 This Policy is reviewed annually by the Finance Committee. Consistent with Article 15.4 of the SAFDA Constitution, it may be amended by ordinary Council resolution without requiring a full AGM.

Article 17 — Appendix A — Definitions

Finance Committee. The standing Council committee established under Article 2.2 to oversee financial planning, monitoring and audit.

Financial Year. 1 March to the last day of February each year, per SAFDA's existing constitution.

GAAP / IFRS. Generally Accepted Accounting Practice / International Financial Reporting Standards.

Operating Reserves. Council-designated unrestricted funds set aside under Article 11 for financial stability.

TOC. Tournament Organising Committee — the body accountable for event-fee collection under Article 3.6.

Terms defined in Article 2 of the SAFDA Constitution and Article 2 of the Associations & Clubs Bylaw apply equally here.

Article 18 — Appendix B — Delegation of Authority Matrix

Function	Up to R5,000	R5,001–R20,000	R20,001–R50,000	Above R50,000
Operating expenditure (budgeted)	ExCo	ExCo + Finance Chair	2 Council members	Council resolution
Capital expenditure	ExCo	Finance Committee	Council	Council resolution
Unbudgeted expenditure	ExCo (if <R2,000)	Finance Committee	Council	Council resolution
Travel authorisation	ExCo	ExCo	Finance Committee	Council
Grant applications	ExCo	ExCo	Council	Council resolution
Contract signing	ExCo	ExCo + Chairperson	Council	Council resolution
Asset disposal	ExCo	Finance Committee	Council	Council resolution
Reserve access	N/A	ExCo + Finance Chair	Council	Council resolution

Article 19 — Appendix C — Financial Reporting Calendar

Period	Report / activity	Responsible	Recipient	Deadline
Monthly	Management accounts, cash-flow forecast, bank reconciliation	Finance Officer	ExCo	10 working days after month-end
Quarterly	Financial report	ExCo	Finance Committee	15 working days after quarter-end
Quarterly	Board-level report	Finance Committee	Council	20 working days after quarter-end
Mid-year	Budget review	ExCo	Council	31 August
Annually	Draft budget	ExCo	Finance Committee	15 January
Annually	Approved budget	Council	Members	28 February
Annually	de annual financial statements	ExCo	Auditors	31 May
Annually	Audited financial statements	Auditors	Council	31 July
Annually	AGM financial report	Council	Members	At AGM, within 6 months of year-end (by 31 August)
Annually	SASCOC submission	ExCo	SASCOC	31 August (or as required)

Article 20 — Appendix D — Fee Cascade Summary

Tier	Pays up to	Mark-up cap on SAFDA's base fee
SAFDA	— (sets the base fee)	—
Provincial Association	SAFDA	≤150%
District Association	Its Provincial Association	≤200%
Club	Its District Association	≤300%
Individual	Its Club	n/a — subject to the ~R1,200/yr guiding threshold (Article 3.3)

Article 21 — Appendix E: Contractor Classification Checklist

This checklist gives effect to Constitution Article 13.4. It applies whenever a Tier Body engages a person as an independent contractor rather than an employee — including under Article 13.2 of the Constitution, the Remunerated Provincial Positions Policy, or a Founding Election honorarium under the Transition & Grace-Period Plan.

Part A — The statutory presumption (LRA section 200A)

For a person earning below the BCEA earnings threshold, South African law presumes an employment relationship — whatever the contract says — if one or more of the following applies. Answer each honestly for the specific engagement:

- Is the manner in which the person works subject to the Tier Body's control or direction?
- Are the person's hours of work subject to the Tier Body's control or direction?
- Does the person form part of the Tier Body's own organisation (e.g. listed as staff, given a Tier Body email address, included in internal structures)?
- Has the person worked for the Tier Body for an average of at least 40 hours a month over the last 3 months?
- Is the person economically dependent on the Tier Body for the work or services rendered?
- Does the Tier Body provide the person's tools of trade or work equipment?
- Does the person only work for, or render services to, this Tier Body (no other clients)?

If the answer to any one of these is yes, the person is presumed to be an employee. This presumption can be rebutted, but the Tier Body carries the burden of showing why it does not apply.

Part B — The common-law “dominant impression” test

Above the earnings threshold, or as a broader check alongside Part A, weigh the whole relationship:

- Control — does the Tier Body direct how, when and where the work is done, or only the end result?
- Integration — is the person woven into the Tier Body's structure (voting rights, a fixed reporting line, a standing seat), or engaged for a discrete, bounded task?
- Exclusivity — can the person accept other work, or are they effectively full-time for this Tier Body alone?
- Substitution — could the person send someone else to do the work, or must they personally perform it?
- Equipment — does the person use their own tools/equipment, or the Tier Body's?
- Duration and pattern — is this a one-off or time-bound project (e.g. running a single Founding Election), or an ongoing, indefinite arrangement?
- How the parties treat it — does the person invoice, register for their own tax/UIF affairs, and bear their own business risk?

The more these factors point toward control, integration, exclusivity and dependence, the more the relationship looks like employment regardless of the contract's label.

Part C — Recording the outcome

Whoever authorises the engagement records, in writing: the questions above and the answers given; the conclusion reached (contractor or employee); and, where the conclusion is contractor, the specific reasons the engagement is structured to avoid the control and integration factors above. This record is kept with the Tier Body's financial records under Article 15 and is available to Council on request.

Membership Policy

Doc 7 of the SAFDA document stack. Who is a member, what rights attach, register requirements, and benefits.

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Article 1 — Purpose & Application

- 1.1** This Policy gives effect to Article 4 of the SAFDA Constitution and Article 5 of the Associations & Clubs Bylaw. It sets out membership categories, rights, obligations, and register requirements across every tier.

Article 2 — Definitions

Individual Member. A natural person registered with a Club under Article 3.1 of the Associations & Clubs Bylaw.

Register. The record of Individual Members maintained under Article 6 below.

Volunteer. An Individual Member who holds an unpaid management or committee position at any tier.

Article 3 — Categories of Membership

- 3.1** SAFDA's federated membership has two layers: **Individual Members**, who join through a Club, and **body membership** at Club, District, Provincial and SAFDA level, as described in Article 3 of the SAFDA Constitution. This Policy governs Individual Membership; body membership is governed by the Constitution and Bylaw directly.
- 3.2** An Individual Member's formal governance rights (voting, standing for election) sit at Club level, exercised by secret ballot under Article 3.1 of the Associations & Clubs Bylaw. This Article 4 below sets out the rights that follow the member wherever they are in the structure.

Article 4 — Rights of Members

- 4.1** Every Individual Member in Good Standing has the right to: participate in Club activities; access dispute resolution and complaints handling under the Disciplinary & Dispute Resolution Policy; safeguarding protection under the Safeguarding Policy where applicable; vote for Club management by secret ballot; and access and correct their own Register entry under the POPIA / Data Handling Policy.
- 4.2** A member's rights follow them if they transfer between Clubs, subject to the receiving Club's own registration requirements.

Article 5 — Obligations of Members

- 5.1** Every Individual Member must: comply with the Code of Conduct; pay the fees set under Article 3 of the Financial Management & Membership Fees Policy; keep their Register information current; and comply with the Safeguarding Policy where it applies to them.

Article 6 — The National Register

- 6.1** Each Club maintains a register of its Individual Members (name, contact details, demographic information for SASCOC reporting) under Article 5.3 of the Associations & Clubs Bylaw, and submits it upward to build the national register SASCOC requires.

- 6.2** The lawful basis, security, retention and access-rights architecture for the Register is set out in full in the POPIA / Data Handling Policy — this Article only establishes that the Register exists and who feeds it.

Article 7 — Benefits

- 7.1** Fee waivers are the confirmed Volunteer benefit model. A waiver applies to SAFDA ExCo members, Commission heads and deputies, and Provincial Association ExCo members, extending to District Association executives once District Associations are established, consistent with Article 8.5 of the Associations & Clubs Bylaw and Article 3.7 of the Financial Management & Membership Fees Policy.

Article 8 — Membership Status Changes

- 8.1** Membership begins on registration and payment of the applicable fee, and ends on written resignation, on falling out of Good Standing for unpaid fees, or on expulsion following a fair process under the Disciplinary & Dispute Resolution Policy — consistent with Article 4.3 of the Associations & Clubs Bylaw.
- 8.2** A lapsed member may re-register at any time by settling outstanding dues and meeting the Club's current registration requirements.

Article 9 — Minors as Members

- 9.1** Registration of a Minor requires the consent of a parent or guardian, collected and retained by the registering Club, consistent with the Safeguarding Policy and the special protections for children's personal information in the POPIA / Data Handling Policy.
- 9.2** A Minor's membership rights under Article 4 apply in full; they are exercised, where legally necessary, through a parent or guardian.

Article 10 — Amendment

- 10.1** Consistent with Article 15.4 of the SAFDA Constitution, this Policy may be amended by ordinary Council resolution without requiring a full AGM.

Code of Conduct

Doc 8 of the SAFDA document stack. A spirit-of-the-game behavioural standard across every tier and every event, replacing the outdated current version.

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Article 1 — Purpose & Application

- 1.1 This Code applies to every person participating in a SAFDA-sanctioned activity at any tier; players, coaches, team officials, and volunteers and anyone representing a Tier Body in an official capacity.
- 1.2 This Code also applies to the Athletes' Entourage, which comprises all the people associated with the athletes within the Flying Disc community and all Flying Disc sports, including, without limitation, managers, agents, coaches, physical trainers, medical staff, scientists, sports organisations, sponsors, lawyers and any person promoting the athlete's sporting career, including family members.
- 1.3 The Athletes' Entourage is bound by the WFDF Guidelines for the Conduct of the Athletes' Entourage.

Article 2 — Spirit of the Game

- 2.1 Flying disc sports are built on **Spirit of the Game**: the principle that competitive play rests on mutual respect between opponents, fair play, and the responsibility of players to know and follow the rules rather than relying solely on external officiating.
- 2.2 Where a sport or event is self-officiated, players are expected to make fair calls, including calls against their own team's interest, and to resolve disagreements calmly and honestly.
- 2.3 Spirit of the Game is not a soft aspiration alongside the rules, it is treated at every tier as part of the standard players and officials are held to.

Article 3 — Standards of Conduct

- 3.1 Every person bound by this Code must: treat opponents, teammates, officials, volunteers and spectators with respect; refrain from discrimination, harassment or abuse of any kind; be honest in self-officiation and in any report made under this Code or the Disciplinary & Dispute Resolution Policy; represent SAFDA and their Tier Body in a manner consistent with its objects; and not, whether on or off the field, engage in conduct that brings flying disc sport or SAFDA into disrepute.
- 3.2 Anti-doping obligations that apply through WFDF or SASCOC membership are separate from, and in addition to, this Code.
- 3.3 Player safety. A player must not engage in play that is dangerous or reckless toward themselves or others, and must stop playing and seek appropriate attention for an injury (their own or another player's) rather than continue — including a visible, bleeding wound or any injury raising genuine concern from teammates, opponents or on-site medical personnel. A team captain, Spirit Captain, or event official may require a player to leave the field on safety grounds; this is a safety measure, not itself a disciplinary sanction, though repeated disregard for it may be treated as a breach of this Code.

Article 4 — Conduct Around Minors

- 4.1** Anyone interacting with a Minor in a SAFDA-sanctioned setting maintains appropriate professional boundaries at all times, consistent with the Safeguarding Policy — including in one-on-one communication, coaching contexts, and travel or accommodation arrangements.
- 4.2** Any concern about a Minor's welfare is raised as a Reportable Concern under Article 6 of the Safeguarding Policy, not handled informally.

Article 5 — Conduct at Events & Online

- 5.1** Spectators and parents/guardians attending a SAFDA-sanctioned event are expected to meet the same standard of respect in Article 3.1, and a Tier Body may ask a person who does not to leave the venue.
- 5.2** Anyone posting publicly in a capacity that identifies them with SAFDA or a Tier Body — including on social media — is expected to uphold the same standards of respect and honesty as in person, and not to use SAFDA's or a Tier Body's name or emblem to imply an endorsement that hasn't been given.

Article 6 — Conflicts of Interest & Neutrality

- 6.1** An office-bearer acting in an official SAFDA capacity keeps personal or political views separate from that role, consistent with the procedural-and-substantive neutrality principle in Article 11.4 of the SAFDA Constitution and Article 3.1 of the Disciplinary & Dispute Resolution Policy.
- 6.2** Where a matter touches a person's own interests, they disclose the conflict and recuse, consistent with Article 5 of the Disciplinary & Dispute Resolution Policy.

Article 7 — Reporting a Breach

- 7.1** A suspected breach of this Code is reported as a Complaint under Article 6 of the Disciplinary & Dispute Resolution Policy, or, where it concerns a Minor's welfare, as a Reportable Concern under the Safeguarding Policy.

Article 8 — Consequences

- 8.1** A breach of this Code is addressed through the graduated model — note, warning, suspension, expulsion — set out in Article 4 of the Disciplinary & Dispute Resolution Policy.

Article 9 — Amendment

- 9.1** Consistent with Article 15.4 of the SAFDA Constitution, this Code may be amended by ordinary Council resolution without requiring a full AGM.

Disciplinary & Dispute Resolution Policy

Doc 9 of the SAFDA document stack. Establishes the graduated enforcement model, recusal rules, and a small independent tribunal for final appeal.

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Article 1 — Purpose & Application

- 1.1 This Policy gives effect to Article 11 of the SAFDA Constitution and Article 11 of the Associations & Clubs Bylaw. It applies to every disciplinary matter and every institutional dispute arising anywhere in the federated structure — SAFDA, Provincial Associations, District Associations, Clubs, and their members.
- 1.2 It does not apply to a Reportable Concern under the Safeguarding Policy, which runs its own parallel process — see Article 12 below for how the two interact.

Article 2 — Definitions

Complaint. An allegation that a member, office-bearer, or body has breached this Constitution, a Bylaw, a Policy, or a Model Constitution.

First-Instance Decision-Maker. The management committee of the Tier Body with jurisdiction over the Respondent, or Council where the Respondent is a Provincial Association or a Council member.

Independent Tribunal. The panel constituted under Article 7 to hear final internal appeals.

Respondent. The person or body against whom a Complaint is made.

Article 3 — Principles

- 3.1 **Procedural and substantive neutrality.** A fair process is not enough on its own — the substance of any decision, communication, or document produced along the way must also be even-handed. One-sided framing defeats a neutral process even where every procedural step was followed correctly. This principle exists because of a real prior incident, not as a hypothetical: SAFDA's handling of an international-fixture decision drew a legal threat precisely because procedurally neutral documents contained substantively one-sided framing.
- 3.2 Every process under this Policy is proportionate to the seriousness of the matter, timely, and gives the Respondent a genuine opportunity to be heard before a final decision is made.
- 3.3 Confidentiality is maintained throughout, save where disclosure is required by law, by this Policy, or to protect the safety of a person.

Article 4 — The Graduated Model

- 4.1 Sanctions follow a graduated model: **note** → **warning** → **suspension** → **expulsion**, proportionate to the seriousness and repetition of the conduct. A First-Instance Decision-Maker may skip directly to a more serious sanction only where the conduct is serious enough on its own (for example, a safeguarding breach) to justify it, and must record its reasons for doing so.
- 4.2 **Note.** An informal, recorded acknowledgement that conduct fell short of expectations. Not itself a sanction, but forms part of the record for any future graduated response.
- 4.3 **Warning.** A formal, recorded warning, time-limited, that further conduct of the same kind will escalate to suspension.

- 4.4 Suspension.** Removal of a person's or body's rights (to participate, hold office, or vote, as applicable) for a defined period or until defined conditions are met. Consistent with Article 12.2 of the Safeguarding Policy and Article 22 of SAFDA's compliance framework, a suspension for non-compliance with the Safeguarding Policy also removes ranking eligibility for the relevant event or body.
- 4.5 Expulsion.** Permanent termination of a person's or body's membership, distinct from a suspension of defined or indefinite duration. Available only for the most serious breaches, or following repeated suspensions for related conduct, and only where the First-Instance Decision-Maker or Council specifically imposes it and records its reasons for going beyond suspension. An expulsion carries the same right of appeal to the Independent Tribunal under Article 8 as any other sanction under this Article, and is consistent with the membership-ending provisions in the Model Constitutions and the Membership Policy.

Article 5 — Recusal & Conflicts of Interest

- 5.1** A Tier Body facing a decision on its own suspension, or a person facing a decision on their own conduct, recuses from voting on that matter at every level it is put to a vote, consistent with Article 11.2 of the SAFDA Constitution and Article 11.1 of the Associations & Clubs Bylaw.
- 5.2** Any decision-maker with a personal, financial, or close relational connection to the Complaint or the Respondent must disclose it and recuse, whether or not asked to.

Article 6 — First-Instance Process

- 6.1** A Complaint is submitted in writing to the First-Instance Decision-Maker with jurisdiction over the Respondent.
- 6.2** The First-Instance Decision-Maker investigates proportionately to the seriousness of the Complaint, gives the Respondent the substance of the Complaint and a genuine opportunity to respond before any decision, and records its decision and reasons in writing.
- 6.3** A decision under this Article may be appealed to the Independent Tribunal under Article 8 within **21 days** of the decision being communicated to the Respondent.

Article 7 — The Independent Tribunal

- 7.1 Composition.** The Tribunal is a standing roster of **3 to 5** independent members, appointed by Council for a term of **[three] years**, renewable once. Members may not be Council members, ExCo members, or hold office at any tier while serving, and at least one member should have relevant legal training or sports-governance experience where practically achievable given SAFDA's size.
- 7.2 Independence.** Once appointed, a Tribunal member serves independently of Council and cannot be removed for the content of a decision — only for misconduct, incapacity, or resignation, following the same process by which they were appointed.
- 7.3 Hearing panels.** Each appeal is heard by a panel of **3** members drawn from the roster, one of whom chairs. Where the roster has only 3 members, all 3 sit on every appeal.
- 7.4** The Tribunal sets its own hearing procedure, consistent with the principles in Article 3, and may impose, reduce, confirm, or set aside any sanction under Article 4.

Article 8 — Appeals to the Tribunal

- 8.1** An appeal is a full reconsideration, not limited to procedural error — the Tribunal may revisit the facts, the sanction, or both.
- 8.2** The Tribunal's decision is final within SAFDA's internal structures and takes effect immediately unless the Tribunal directs otherwise.

Article 9 — Further Appeal

- 9.1** The Independent Tribunal's decision is final and there is no further appeal within WFDF's structures, except for anti-doping matters, which follow WFDF's Anti-Doping Rules separately (Code of Conduct Article 3.2) and carry their own right of appeal to the Court of Arbitration for Sport (CAS) under Article 13 of those Rules for International-Level Athletes. WFDF does not otherwise operate a further-appeal mechanism for a member federation's internal conduct or governance decisions; CAS's role in non-doping sports disputes is generally limited to matters referred to it directly by an international federation, not appeals from a national federation's own tribunal.

Article 10 — Neutrality in Live-Risk Matters

- 10.1** Where a matter carries live legal risk — active or threatened litigation, or anything touching minors — no document or communication about it may be issued by any Tier Body until it has been reviewed against Article 3.1 (procedural and substantive neutrality) by a qualified legal reviewer.
- 10.2** This Article applies regardless of how urgent the communication feels. Speed does not excuse skipping the review — a hastily issued one-sided document is the exact failure mode this Article exists to prevent.

Article 11 — Confidentiality & Records

- 11.1** Complaint records, hearing materials, and decisions are confidential to the parties, the decision-maker, and (on appeal) the Tribunal, except where disclosure is required by law or necessary to protect someone's safety.
- 11.2** Records are retained under the Financial Management & Membership Fees Policy's record-keeping standard and the POPIA / Data Handling Policy.

Article 12 — Interaction with Safeguarding

- 12.1** Where a Complaint also raises a Reportable Concern under the Safeguarding Policy, the two processes run in parallel, not sequentially — consistent with Article 6.2 of the Safeguarding Policy, child safety is never delayed by waiting for this Policy's process to conclude.

Article 13 — Amendment

- 13.1** Consistent with Article 15.4 of the SAFDA Constitution, this Policy may be amended by ordinary Council resolution without requiring a full AGM.

Safeguarding / Child Protection Policy

Doc 10 of the SAFDA document stack. Sets the structural rules — roles, the ranking consequence, record-keeping. The substantive protocol is SAFDA's existing Safeguarding Policy, continued in force as Schedule A.

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NOTE: This document doesn't restate or replace the current safeguarding protocol — the actual background-check requirements, supervision ratios and officer criteria live in the existing SAFDA Safeguarding Policy, attached as Schedule A once supplied. What's here is the structural wrapper: how the baseline applies across five tiers, and the ranking consequence for non-compliance.

Article 1 — Purpose & Application

- 1.1 This Policy applies to every event, squad, program or activity sanctioned by SAFDA, a Provincial Association, a District Association or a Club, where one or more participants is a **Minor** (a person under the age of 18).
- 1.2 This Policy is made under Article 12 of the SAFDA Constitution and Article 10 of the Associations & Clubs Bylaw, both of which it gives effect to.
- 1.3 Nothing in this Policy lowers the protection given to Minors under South African law, including the Children's Act 38 of 2005. Where this Policy and the law conflict, the law prevails.

Article 2 — Definitions

Minor. A person under the age of 18.

Reportable Concern. Any information suggesting a Minor has been, or may be at risk of being, harmed, abused or neglected in connection with a SAFDA-sanctioned activity.

Safeguarding Officer. The person designated under Schedule A as responsible for safeguarding at a given event, squad or body.

Schedule A. The *Safeguarding Policy Against Harassment and Abuse in Flying Disc Sports*, SAFDA's substantive safeguarding protocol — background-check requirements, supervision ratios, officer criteria and reporting procedure — originally drafted by the SAFDA Secretary and reviewed by the Executive Committee, as adopted and from time to time amended by Council. It is maintained as a standalone document and incorporated by reference; this Policy does not reproduce it in full.

Article 3 — Baseline Standard

- 3.1 SAFDA's existing safeguarding protocol continues in force as Schedule A to this Policy, without substantive change, until Council formally reviews and replaces it.
- 3.2 Any amendment to Schedule A requires a Council resolution under Article 15.4 of the SAFDA Constitution, and may not lower the level of protection it currently provides unless Council records, in the resolution, its reasons for doing so.

Note: Under Schedule A, SAFDA appoints two Safeguarding Officers (preferably of different genders) and a Disciplinary Panel of at least three unrelated, suitable persons, both appointed by ExCo; the Safeguarding Officers handle reports and investigations, and the Disciplinary Panel and, on appeal, an Appeal/Review Panel of at least three people, determine findings and sanctions — a process that runs alongside, not instead of, the Club/District/Provincial event-level responsibilities in Article 5 below.

Article 4 — Compliance & the Ranking Consequence

- 4.1** An event, squad, or the body responsible for it, that cannot demonstrate compliance with Schedule A **does not count toward SAFDA rankings**, regardless of the sporting result.
- 4.2** This ranking consequence applies automatically on a compliance failure — it does not require a disciplinary finding first, and applies in addition to, not instead of, any suspension that may follow under the Disciplinary & Dispute Resolution Policy.
- 4.3** A body that has lost ranking eligibility under this Article is restored once it demonstrates compliance to its Upper Body's (or, for a Provincial Association, Council's) satisfaction.

Article 5 — Tier Responsibilities

- 5.1 Club.** Appoints a Safeguarding Officer for any event involving Minors, ensures required checks are completed before the event, and keeps the evidence required under Article 7.
- 5.2 District Association.** Monitors its Clubs' compliance, provides guidance and templates, and escalates a suspected non-compliance to its Provincial Association.
- 5.3 Provincial Association.** Monitors its District Associations' compliance, and reports provincial-level compliance status to SAFDA Council at least annually, or immediately on a serious concern.
- 5.4 SAFDA Council.** Owns and reviews Schedule A, is the standard-setter under Article 12.1 of the Constitution, and is the final authority on whether a body has been restored under Article 4.3 above.

Article 6 — Reporting a Concern

- 6.1** Any person may raise a Reportable Concern with the Safeguarding Officer at the relevant event, or directly with the next tier up if the concern involves the Safeguarding Officer themselves.
- 6.2** A Reportable Concern is handled under Schedule A's reporting procedure and, where it also raises a disciplinary matter, under the Disciplinary & Dispute Resolution Policy. The two processes run in parallel, not one after the other, so that child safety is never delayed by a disciplinary timeline.
- 6.3** No person who raises a Reportable Concern in good faith may be penalised or victimised for doing so, whether or not the concern is ultimately substantiated.

Article 7 — Compliance Evidence & Record-Keeping

- 7.1** A Club, District Association or Provincial Association must be able to produce, on request from its Upper Body, evidence that Schedule A's requirements were met for a given event — including the appointed Safeguarding Officer, completed checks, and supervision arrangements.
- 7.2** This evidence is personal information for POPIA purposes and must be held and disposed of in accordance with the POPIA / Data Handling Policy, and shared only with the tier that needs it to confirm compliance.
- 7.3** Records are kept on the terms Schedule A itself sets, as the higher and more specific standard: information bearing on a person's suitability to work with Minors is kept for as long as that person remains active in the sport, or for **10 years**, whichever is longer; other complaint records are kept for **3 years** unless a similar complaint arises within that period. This supersedes the general 7-year figure in Article 9 of the POPIA / Data Handling Policy, which should be corrected to cross-refer here rather than restate a shorter period for safeguarding records.

Article 8 — Review

- 8.1** Council reviews this Policy, including Schedule A, at least every **two years**, or sooner following a serious Reportable Concern or a material change in the law.

Compliance & Annual Reporting Framework

Doc 11 of the SAFDA document stack. Post-tournament and annual reporting that makes enforcement graduated and evidence-based rather than arbitrary.

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Article 1 — Purpose & Application

- 1.1** This Framework sets out what every Tier Body reports, to whom, and how often — turning the standards set in the Safeguarding Policy, the Financial Management & Membership Fees Policy, and the Associations & Clubs Bylaw into evidence Council and Upper Bodies can actually check, rather than relying on assumed compliance.

Article 2 — Definitions

Annual Compliance Report. The yearly report each Tier Body submits under Article 4.

Post-Event Report. The report a Club or TOC submits after a sanctioned event under Article 3.

Article 3 — Post-Event Reporting

- 3.1** Within **14 days** of any sanctioned event, the responsible Club or TOC submits a Post-Event Report to its District Association (or, for a provincial/national event, to the relevant Provincial Association or SAFDA) covering: attendance and register reconciliation; any incidents or Complaints raised; safeguarding compliance evidence under Article 7 of the Safeguarding Policy; and event-fee reconciliation under Article 3.6 of the Financial Management & Membership Fees Policy.
- 3.2** A missing or incomplete Post-Event Report is itself a compliance matter, handled under Article 5 below — not simply chased informally.

Article 4 — Annual Tier Body Report

- 4.1** Once a year, every Tier Body submits an Annual Compliance Report to its Upper Body (Provincial Associations report to Council) covering:
- (a)** a Good Standing self-check against Article 4.1 of the Associations & Clubs Bylaw;
 - (b)** its financial accounts under Article 8.4 of the Financial Management & Membership Fees Policy;
 - (c)** a safeguarding compliance summary across the year's events;
 - (d)** demographic and transformation data for SASCOC reporting;
 - (e)** its insurance position under Constitution Article 3.5 — what cover it holds, if any, and its plan to close any gap; and
 - (f)** current management committee composition, confirming the representation safeguards in Article 6.3 of the Bylaw are still met.

Article 5 — Escalation & Evidence-Based Enforcement

- 5.1** A first missed or materially incomplete report results in a **note** under Article 4.2 of the Disciplinary & Dispute Resolution Policy. A repeated failure escalates to a **warning**, and persistent non-compliance can cost a Tier Body its Good Standing under Article 4.1 of the Bylaw and, with it, its Council seat or voting rights at its own tier.

- 5.2** This Article exists specifically so that enforcement is driven by a documented pattern of missing evidence, not by an ad hoc judgement call about who seems to be underperforming.

Article 6 — SASCOC & WFDF Reporting Roll-Up

- 6.1** SAFDA consolidates every Tier Body's Annual Compliance Report into the annual Good-Governance self-assessment, demographic report, and constitutional-alignment review required under Article 17.2 of the SAFDA Constitution, and into whatever WFDF separately requires.

Article 7 — Reporting Calendar

Report	From → To	Frequency	Deadline
Post-Event Report	Club/TOC → District Association (or Province/SAFDA for higher-level events)	Per sanctioned event	14 days post-event
Annual Compliance Report	Club → District	Annual	30 April
Annual Compliance Report	District → Province	Annual	31 May
Annual Compliance Report	Province → Council	Annual	30 June
SASCOC roll-up	Council → SASCOC	Annual	Per Constitution Art 17.2

Note: Deadlines set against the March–February financial year: Club→District by 30 April (2 months post year-end), District→Province by 31 May (3 months), Province→Council by 30 June (4 months), leaving Council July–August to consolidate before the SASCOC roll-up and audited financial statements are due 31 August (6 months post year-end, per Financial Management & Membership Fees Policy Art 7.4).

Article 8 — Amendment

- 8.1** Consistent with Article 15.4 of the SAFDA Constitution, this Framework may be amended by ordinary Council resolution without requiring a full AGM.

POPIA / Data Handling Policy

Doc 12 of the SAFDA document stack. Lawful basis and handling for the national register and demographic reporting SASCOC requires — resolves the responsible-party question left open in Constitution Article 14.2.

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Article 1 — Purpose & Application

- 1.1** This Policy governs how personal information is collected, used, stored and shared across the federated structure, under the Protection of Personal Information Act 4 of 2013 (“POPIA”), and gives effect to Article 14 of the SAFDA Constitution.

Article 2 — Definitions

Data Subject. The person a piece of Personal Information is about — typically an Individual Member.

Operator. A party that processes Personal Information on the Responsible Party's behalf and under its instruction, without deciding the purpose of the processing.

Personal Information. Any information relating to an identifiable, living natural person, as defined in POPIA.

Responsible Party. The party that determines the purpose and means of processing Personal Information, as defined in POPIA.

Special Personal Information. A POPIA-defined category requiring extra protection, including race, health, and information about children — all three of which the national register touches.

Article 3 — Responsible Party Architecture

- 3.1 Recommendation:** SAFDA is the **Responsible Party** for the national register as a whole. Every Provincial Association, District Association and Club acts as an **Operator**, collecting and holding its own slice of the register on SAFDA's behalf and under this Policy's instructions.
- 3.2** This resolves the question left open at Article 14.2 of the SAFDA Constitution. The reasoning: a single Responsible Party gives SAFDA one coherent compliance posture and one point of accountability to the Information Regulator, rather than fragmenting POPIA obligations across dozens of volunteer-run bodies without compliance capacity of their own. The trade-off is that SAFDA nationally carries the legal exposure if a lower tier mishandles data — Article 8 (security) and Article 12 (breach notification) exist to manage that risk downward.
- 3.3** An Operator (any Tier Body) may only use the Personal Information it holds for the purposes this Policy sets out, must follow the security requirements in Article 8, and must report any suspected breach to SAFDA's Information Officer under Article 12 without delay.

Article 4 — Lawful Basis for Processing

- 4.1** Registration data (name, contact details, club affiliation) is processed on the basis that it is necessary to administer the membership relationship — broadly equivalent to a contractual necessity basis.
- 4.2** Demographic data collected for SASCOC transformation reporting is processed on the basis that it is necessary to comply with a legal or regulatory obligation flowing from SAFDA's pursuit of SASCOC recognition, and/or SAFDA's legitimate interest in demonstrating transformation progress.

- 4.3** Where POPIA requires specific consent for a category of Special Personal Information (this most plausibly affects race and children's data), that consent is collected at registration, in plain language, separately from the general registration terms.

Article 5 — Categories of Personal Information Collected

- 5.1** The national register holds: name and contact details; club, district and provincial affiliation; demographic information required for SASCOC reporting; safeguarding compliance evidence under Article 7 of the Safeguarding Policy; and disciplinary records under Article 11 of the Disciplinary & Dispute Resolution Policy.

Article 6 — Children's Personal Information

- 6.1** Processing a Minor's Personal Information requires the consent of a parent or guardian, collected under Article 9 of the Membership Policy, except where POPIA permits processing without it (for example, information already made public by the child with guardian consent).
- 6.2** Children's Personal Information is held under the same security standard as any Special Personal Information, and is never used for a purpose beyond membership administration, safeguarding, and required SASCOC/WDFD reporting without fresh consent.

Article 7 — Data Subject Rights

- 7.1** A Data Subject may request access to, correction of, or (where lawful) deletion of their own register entry, by approaching the Club that registered them, which escalates the request to SAFDA's Information Officer if it cannot resolve it directly.
- 7.2** A request is acknowledged and actioned within **30 days** of receipt. POPIA itself sets no fixed deadline, only a "reasonable time", but SAFDA adopts 30 days as its operational standard, matching the period commonly used for equivalent requests under the Promotion of Access to Information Act.

Article 8 — Security Safeguards

- 8.1** Access to register data is restricted to what a person needs for their role — a Club sees its own members, a District Association sees its Clubs' aggregate data, and so on up the structure, consistent with the tiered access principle already used for financial and safeguarding records.
- 8.2** Electronic records are password-protected, and Special Personal Information is not sent by unencrypted email or stored in a shared document accessible beyond the people who need it.

Article 9 — Retention

- 9.1** This Article sets the single retention schedule this Policy, the Safeguarding Policy, and the Financial Management & Membership Fees Policy all point to, rather than each answering the question separately:

Record type	Retention
Active membership register data	Duration of membership + 5 years after lapse
Safeguarding compliance evidence (Safeguarding Policy Art 7)	Per Schedule A: suitability/poor-practice evidence — duration of active participation or 10 years, whichever is longer; other complaint records — 3 years unless a similar complaint recurs
Disciplinary records (Disciplinary Policy Art 11)	7 years from final decision
Financial records	Per Article 15.1 of the Financial Management & Membership Fees Policy

- 9.2** Data is securely deleted or anonymised once its retention period expires, unless a legal hold requires it to be kept longer.

Article 10 — Information Officer

- 10.1** POPIA requires SAFDA to register an Information Officer with the Information Regulator. Since SAFDA has not adopted a Secretary-General role for now (Constitution Article 6.5), the **Secretary** holds this role, and must be formally registered with the Information Regulator accordingly. If Council later adopts a Secretary-General role, that role would take over the registration.

Article 11 — Data Sharing

- 11.1** Personal Information is shared with SASCOC and WFDF only to the extent their reporting requirements demand, with each Tier Body only for the slice relevant to its own operations, and is never sold or used for third-party marketing.

Article 12 — Breach Notification

- 12.1** Any Tier Body that suspects a data breach notifies SAFDA's Information Officer immediately. SAFDA's Information Officer assesses whether the Information Regulator and affected Data Subjects must be notified under POPIA, and coordinates that notification.

Article 13 — Amendment

- 13.1** Consistent with Article 15.4 of the SAFDA Constitution, this Policy may be amended by ordinary Council resolution without requiring a full AGM.

Elections & Delegate Voting Regulation

Doc 13 of the SAFDA document stack. Election mechanics at every tier, including the founding-election bootstrap — mostly already decided; this Regulation writes the mechanism up in full.

v1.9 ·

Article 1 — Purpose & Application

- 1.1 This Regulation gives effect to Article 8 of the SAFDA Constitution and Article 6.4 of the Associations & Clubs Bylaw. It applies to every election at every tier, including the founding elections that bring Provincial and District Associations into existence for the first time.
- 1.2 This Regulation also applies to the election of a Commission's voting-seat-holding representative under Constitution Article 7.3. For that purpose, “members” and “eligible voters” in this Regulation mean the Commission's own constituent members (for example, every Individual Member registered as an Athlete, for an Athletes Commission election), not the general SAFDA membership.

Article 2 — Definitions

Founding Election. The first election of a Provincial or District Association's management under Article 6.

Independent Auditor. The third party engaged under Article 3.2 to audit an electronic vote.

Nomination Period. The window during which candidates may be nominated for an election, set under Article 4.

Article 3 — General Election Principles

- 3.1 Elections at every tier may be conducted electronically or in person, or a mix, at the relevant Tier Body's choice.
- 3.2 **Independent audit.** Where an election is conducted electronically, an Independent Auditor — a third party with no vote in the election and no management role at the tier being elected — audits the process and reports its findings to the body running the election.
- 3.3 Voting is by secret ballot wherever the relevant constitution or this Regulation requires it (this is the default at Club level under Article 3.1 of the Model Club Constitution).
- 3.4 Management terms run for **one year**, consistent across every tier's Model Constitution, and office-bearers may stand for re-election.

Article 4 — Nomination Process

- 4.1 A candidate must be a member in Good Standing (or represent a body in Good Standing, for tiers where representatives rather than individuals stand) to be nominated.
- 4.2 The Nomination Period is at least **14 days**, opened by the body responsible for running the election, with nominations submitted in writing.

Article 5 — Voting Method

- 5.1 An electronic voting platform used for a SAFDA election must produce a verifiable, auditable record of votes cast, restrict voting to one ballot per eligible voter, and allow the Independent Auditor to confirm the result independently of the platform provider's own reporting.

- 5.2** A tie is resolved by counting the presiding chairperson's vote twice, where the chairperson participated in that vote. Where the chairperson did not vote, or is themselves one of the tied candidates, the tie is instead resolved by **a run-off vote between the tied candidates**.

Article 6 — Founding Elections

- 6.1** Because Provincial and District Associations do not yet formally exist, the first election at each tier is bootstrapped as follows, consistent with Article 8.3 of the SAFDA Constitution:
- (a)** CTFDA facilitates a national player register to identify eligible voters, drawing on its existing operational experience as the most developed body in the system;
 - (b)** an individual who played at least at regional level in the twelve months before the Founding Election is entitled to vote, as an individual, through their team;
 - (c)** the vote is conducted electronically and audited by an Independent Auditor under Article 3.2;
 - (d)** the Independent Auditor for a Founding Election is appointed by **the incumbent SAFDA ExCo** (i.e. SAFDA's Executive Committee as constituted immediately before the restructure), since Council itself does not yet exist at the point the first Founding Elections run; and
 - (e)** results are published to all eligible voters within **7 days** of the vote closing.
- 6.2** Once a Provincial or District Association has completed its Founding Election, all subsequent elections at that tier follow the ordinary process in Articles 3–5, not this Article.

Article 7 — Minimum Representation

- 7.1** Where an election cannot fill a management position because there genuinely aren't enough volunteers to meet the representation safeguards in Article 6.3 of the Associations & Clubs Bylaw, the relevant Tier Body may resolve to pay someone to fill the position, subject to Article 10.3 of the SAFDA Constitution and Article 13 (Employment & Contracting) of the Bylaw.

Article 8 — Election Disputes

- 8.1** A complaint about the conduct of an election — including a Founding Election — is raised as a Complaint under Article 6 of the Disciplinary & Dispute Resolution Policy, and may reach the Independent Tribunal under that Policy's Article 8 on appeal.
- 8.2** A result is not set aside except where the Independent Tribunal is satisfied the irregularity could have changed the outcome.

Article 9 — Amendment

- 9.1** Consistent with Article 15.4 of the SAFDA Constitution, this Regulation may be amended by ordinary Council resolution without requiring a full AGM.

SAFDA Transition & Grace-Period Plan

How SAFDA moves from its current single-tier constitution to the federated five-tier structure — sequencing, commencement, and the amendment path between them

v1.9 ·

Article 1 — Purpose & Application

- 1.1 This Plan gives effect to Article 16 (Transitional Provisions & Commencement) of the SAFDA Constitution. It sets out how SAFDA moves from its current, operative constitution (the **Legacy Constitution**) to the federated structure set out in the new Constitution, the Associations & Clubs Bylaw, the three Model Constitutions, and the Policies made under them (together, the **New Framework**).
- 1.2 This Plan is an operational document, not itself a constitutional instrument. Where it conflicts with the Constitution or the Bylaw, they control; this Plan should be updated to match rather than treated as an independent source of authority.

Article 2 — Definitions

Adoption Resolution. The special resolution passed at an AGM under the Legacy Constitution's own amendment procedure, repealing the Legacy Constitution and bringing the New Framework into force.

Commencement Date. The date the Adoption Resolution takes effect, marking the start of the Transition Period.

Grace Period. The window, specific to each existing body (for example CTFDA), during which it may continue operating under its current arrangements while it brings itself into compliance with the relevant Model Constitution.

Legacy Constitution. SAFDA's constitution as it stands immediately before the Commencement Date.

Transition Period. The period from the Commencement Date until the New Framework is fully commenced, targeted for 2027 under Constitution Article 16.1.

Article 3 — Adoption Route

- 3.1 SAFDA adopts the New Framework by way of the Adoption Resolution — a single special resolution at an AGM (or a special general meeting called for that purpose), repealing the Legacy Constitution and simultaneously adopting the new Constitution, Bylaw and Policies as a package. This is a **big-bang legal switch paired with a phased operational rollout**: the legal instrument changes at one moment, but the structures it describes (Provincial and District Associations, Founding Elections, migrated Clubs) are built out afterward during the Transition Period, under Article 16.2 of the new Constitution.
- 3.2 Under the Legacy Constitution's own Article 10.1, the Adoption Resolution is passed by **not less than two-thirds of members present** at the AGM or a specifically-called general meeting, on **not less than 28 days'** written notice stating that proposed changes to the constitution will be discussed at the meeting. This Plan does not set a new threshold for repealing the old constitution — SAFDA is bound by that constitution's own rules until the moment it is replaced.
- 3.3 Once the Adoption Resolution passes, the New Framework is legally in force in full immediately — there is no parallel period where both constitutions operate side by side. What phases in gradually is the **structures**: until a given Provincial or District Association is actually formed and admitted to Good Standing, Article 16.2 of the Constitution keeps the corresponding Legacy Constitution structures and processes running for members in that area, purely to avoid a governance gap.

Article 4 — Transition Timeline & Phases

4.1 The Transition Period runs in five phases. Target dates are indicative, calibrated to full commencement by the end of 2027 per Constitution Article 16.1, and are confirmed and reported on by Council under Article 8 below.

Phase	Milestone	Key dependencies
0 — Adoption	Adoption Resolution passed at AGM; New Framework legally in force	Legacy Constitution's amendment threshold met (Article 3)
1 — Structural stand-up	All nine Provincial Associations constituted (active or dormant shell, Constitution Article 3.3); national player register for Founding Elections built	CTFDA facilitates the register (Elections & Delegate Voting Regulation Article 6.1(a))
2 — Founding elections	First Provincial and District management elected via the Founding Election bootstrap (Elections & Delegate Voting Regulation Article 6)	Register from Phase 1; incumbent ExCo appoints the Independent Auditor
3 — District formation & migration	District Associations formed; CTFDA and other developed bodies (e.g. Durban Ultimate) migrate to the Model District Association Constitution under their Grace Period (Article 5 below)	Elected District management from Phase 2
4 — Club affiliation cleanup	Every Club re-affiliates to its District Association (or exceptionally its Province) and adopts the Model Club Constitution or an Adoption Schedule	District Associations formed and in Good Standing
5 — Full commencement	Legacy Constitution structures fully retired everywhere; New Framework operates end-to-end	Phases 1–4 complete nationally, targeted by 2027

Article 5 — Grace Period for Existing Bodies

- 5.1** An existing body operating before the Commencement Date (for example CTFDA) continues to operate under its own current constitution and arrangements for a Grace Period of **12 months** from the Commencement Date, or until it is formally admitted to Good Standing as a District (or Provincial) Association under the relevant Model Constitution, whichever is sooner.
- 5.2** During its Grace Period, an existing body's members are treated as members of the federated structure for the purposes of the Membership Policy and the POPIA / Data Handling Policy, even though the body itself has not yet adopted the Model Constitution.
- 5.3** Before its Grace Period ends, an existing body must: (a) adopt a compliant constitution or Adoption Schedule under the Bylaw; (b) resolve any conflicts between its current arrangements and the New Framework — including the CTFDA Secretary question addressed in Constitution Article 13.3, where converting an elected position to a paid, contracted role requires a formal constitutional amendment; and (c) submit its first Annual Compliance Report under the Compliance & Annual Reporting Framework.
- 5.4** Council may extend a specific body's Grace Period by resolution where genuine progress is being made and a hard cut-off would cause a governance gap, recording its reasons for doing so.

Article 6 — Dormant Province Activation

- 6.1** SAFDA does not maintain a standing national role to seek out and organise dormant provinces (Constitution Article 6.1 decision note). Activation is instead **demand-triggered**: it starts from a signal of local interest, not from national outreach.
- 6.2** Signal — register detection. The national register (POPIA / Data Handling Policy Article 5) captures each Individual Member's provincial location at registration, including members in a dormant province's area who are formally routed through a neighbouring Province or directly through SAFDA under the interim governance in Article 7.2. As part of its

annual dormant-shell review under Article 8.1, Council checks registered-member counts by province — the register does the watching; no dedicated role is needed to go looking for it.

- 6.3** Signal — founding contact. Independently of register numbers, a person or small group in a dormant province's area may at any time formally request activation from Council. This does not require meeting any register threshold first.
- 6.4** Execution. Once either signal in Articles 6.2 or 6.3 appears, ExCo may, using its contracting power under Constitution Article 6.4, fund a short, defined, one-off engagement to run that Province's Founding Election under Elections Regulation Article 6 — a project with a start and an end, not a standing position. This may include a modest honorarium paid to the founding contact, tied to the concrete deliverable of a completed Founding Election, rather than an ongoing salaried role.
- 6.5** Before paying any such honorarium, ExCo must apply the contractor-classification checklist in Financial Management & Membership Fees Policy Appendix E, per Constitution Article 13.4, and record the outcome — a one-off deliverable-based payment is exactly the kind of engagement that checklist is designed to test.
- 6.6** Handover. Once the Founding Election is complete, the newly-active Province operates under the ordinary Model Provincial Association Constitution like any other, and SAFDA's national involvement in its development ends there. Only the interim-governance functions in Article 7.2 and this Article apply again if the Province later lapses back into dormancy.

Note: no standing Development Officer or Development Commission. Activation is fully reactive by design — a province with no register signal and no founding contact simply remains dormant until one appears. This is a deliberate trade-off, not an oversight: it costs nothing to maintain, but means growth in any given province depends on someone local actually stepping forward.

Article 7 — Interim Governance

- 7.1** Except as this Plan or Constitution Article 16.2 provides otherwise, every Policy in the New Framework (Safeguarding, Disciplinary & Dispute Resolution, Code of Conduct, POPIA) applies in full from the Commencement Date, regardless of which phase the structural rollout has reached — child safety, discipline and data protection do not wait for the federated structure to be fully built out.
- 7.2** Where a Provincial or District Association has not yet been formed, SAFDA Council (or its delegate) exercises that tier's functions directly and temporarily, consistent with Article 16.2 of the Constitution, until the tier is stood up.

Article 8 — Reporting & Oversight

- 8.1** Council publishes a rollout timetable against the phases in Article 4, and reports progress at every AGM during the Transition Period, consistent with Constitution Article 16.3. This includes the by-province register counts used for dormant-shell detection under Article 6.2.
- 8.2** Each Annual Compliance Report under the Compliance & Annual Reporting Framework includes a transition-status field once that Framework is next amended, so rollout progress is visible in the same reporting cycle as everything else, rather than tracked in a separate document.

Open item: Adding a transition-status field to the Annual Compliance Report is a small amendment to the Compliance & Annual Reporting Framework (Article 4) — not yet made. Flagging here so it isn't lost; low priority relative to the substantive gaps closed elsewhere in this round.

Article 9 — Risks & Mitigations

Risk	Why it matters	Mitigation
A Province never generates a register signal or a founding contact	Members in that area stay under interim Council governance indefinitely (Article 7.2)	Accepted trade-off of the demand-triggered model (Article 6.5) — Council's annual review (Art 8.1) makes the gap visible even if nothing is done about it

Risk	Why it matters	Mitigation
Two elections are contested at once (Founding Election dispute) while a Grace Period is also running	Governance uncertainty stacks in the same area	Elections Regulation Art 8 dispute process runs independently of Grace Period timing — a contested election doesn't itself extend a Grace Period
A body's Grace Period lapses without it reaching Good Standing	Its members risk falling outside any tier's formal structure	Council must resolve either an extension (Art 5.4) or direct interim governance (Art 7.2) before a Grace Period lapses — this Plan does not contemplate a body simply falling through the gap
Legacy Constitution amendment threshold is stricter than assumed	The Adoption Resolution could fail or need a second attempt	Confirm the exact Legacy Constitution wording before scheduling the AGM (see Article 3.2 open item)

Article 10 — Amendment

10.1 Consistent with Article 15.4 of the SAFDA Constitution, this Plan may be amended by ordinary Council resolution without requiring a full AGM.