

CONSTITUTION

OF THE

HOUGHTON GOLF CLUB

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1. **NAME OF THE CLUB**

The name of the Club shall be "**Houghton Golf Club**".

2. **DEFINITIONS**

- 2.1 **"AGM"** Shall mean an Annual General Meeting held in accordance with Clause 6.1;
- 2.2 **"Auditor"** Shall mean an Auditor registered under the Public Accountants and Auditors Act, 1951, as amended;
- 2.3 **"By-laws"** Shall mean the rules and regulations governing the conduct of Officers, Members and employees of the Club, which do not have to be provided for in this Constitution and shall include any guidelines for golf as published or distributed by the Club from time to time;
- 2.4 **"CEO"** shall mean the Chief Executive Officer appointed as such by the Main Committee, or in his absence, any person nominated by the Main Committee to act in his stead;
- 2.5 **"CGGU"** shall mean the Central Gauteng Golf Union or its successor in title;
- 2.6 **"Club"** shall mean the Houghton Golf Club, including its Members, the Club House, premises and grounds, unless inconsistent with the context of this Constitution;
- 2.7 **"Club House"** shall mean the Club House established on the grounds of the Club and shall include the underground and external parking areas;

- 4.1.3 become a member of the CGGU and LGG;
- 4.1.4 abide by and adhere to rulings and decisions falling within the objects and scope of the Constitution of the CGGU and LGG from time to time;
- 4.1.5 pay to the South African Golf Association ("SAGA"), Women's Golf South Africa ("WGSA"), CGGU and LGG the affiliation fees and/or levies prescribed by such bodies;
- 4.1.6 generally undertake to do all such acts or things which are conducive to the furthering and safeguarding of the interests of the Club, and to take such steps as are deemed necessary or expedient for these purposes.

5. **MANAGEMENT**

5.1 **Administration of the Club**

The affairs and administration of the Club shall be managed by the Main Committee, and any Sub Committees and/or CEO and/or Golf Director appointed by the Main Committee from time to time, all of whom shall act under the authority conveyed to them by this Constitution and by any mandate given to them by the Main Committee or in terms of a resolution passed at a General Meeting.

5.2 **Constitution of the Main Committee**

5.2.1 The Main Committee shall consist of not less than 6 (six) and not more than 10 (ten) Full Voting Members who are of good standing and who have been Full Voting Members of the Club for at least 2 (two) years immediately prior to such appointment. The Main Committee shall consist of at least:

5.2.1.1 the President;

- 5.2.1.2 the Vice-President to act as the President in the absence of the President;
- 5.2.1.3 a Captain
- 5.2.1.4 a Vice-Captain to act as Captain in the absence of the Captain;
and
- 5.2.1.5 a Treasurer.

("hereinafter referred to individually or collectively, as "the Members of the Main Committee" or "the Main Committee" as the context may require).

5.3 **Election of Members of the Main Committee**

- 5.3.1 Subject to the provisions of 5.5.2:
 - 5.3.1.1 All Members of the Main Committee shall retire annually but shall be eligible for nomination and re-election for the following year without the necessity for fresh nomination.
 - 5.3.1.2 Written nominations of candidates as Members of the Main Committee (defining a particular office where necessary) shall be received by the CEO not later than 7 (seven) days before the date of the next AGM. Each such nomination shall be signed by 2 (two) Full Voting Members and the nominee who shall thereby signify his acceptance of the nomination.
 - 5.3.1.3 In the event of there being no nominations for any particular office, such office shall be filled by the vote of the Members of the Main Committee at the AGM, as is provided for in sub-clause 5.3.1.6 hereafter.

- 5.3.1.4 Nominations for Members of the Main Committee shall be posted on the Notice Board or on the Website of the Club not less than 5 (five) days prior to the AGM, together with the names of the retiring Members of the Main Committee seeking re-election.
- 5.3.1.5 Should there be more nominations for Membership of the Main Committee than Members required in terms of 5.2.1 above; a ballot shall be held at the AGM to elect the requisite number of Members of the Main Committee.
- 5.3.1.6 Should the number of persons nominated for election be less than the number required, those nominated shall be automatically elected and the vacancy/ies shall be filled by the vote of Members of the Main Committee and by ballot, but only after an eligible nominee has been proposed and seconded from the floor, and such proposal accepted by the nominee.
- 5.3.1.7 Any irregularity in the election or appointment of Members to the Main Committee or Office Bearers shall not invalidate any decision of the Members of the Main Committee.
- 5.3.1.8 Notwithstanding the right herein granted to the Members of the Main Committee (in terms of Clause 5.3.1.6) to fill casual vacancies thereon, it shall nevertheless be entitled to act despite such vacancies, provided there remain on the Main Committee not less than 6 (six) Members. Should the number fall below 6 (six), the Main Committee shall be obliged to fill the vacancies as provided for in Clause 5.3.1.6 before being able to act further;
- 5.3.1.9 If for any reason the Members of the Main Committee give notice of their intention to resign *en bloc*, a new Main Committee shall be elected at a Special General Meeting convened and held in the same manner as at an AGM.

5.3.1.10 The Members of the Main Committee shall remain in office until a new Main Committee shall have been elected, or until the next AGM, whichever is the sooner.

5.4 **Meetings of the Main Committee**

5.4.1 The Members of the Main Committee shall meet as often as may be necessary (but not less than 6 (six) times a year) for the despatch of business, and shall adjourn and otherwise regulate their meetings as they deem fit.

5.4.2 Meetings shall be held at the Club House or at such other place as may be agreed by the majority of the Members of the Main Committee.

5.4.3 Not less than 48 (forty eight) hours notice of such meetings shall be given, unless at least 4 (four) Members of the Main Committee are agreeable to accepting shorter notice.

5.4.4 The President shall be the Chairman of all meetings of the Main Committee. In his absence, the Vice-President shall be the Chairman. In the absence of both the President and the Vice-President, or if both decline to preside, the Members of the Main Committee present shall choose one of their number to be Chairman at that meeting.

5.4.5 The CEO, on instructions from the President, or on the written instructions of at least 50% (fifty percent) of the Members of the Main Committee, shall convene a Special Committee meeting, which meeting shall be other than the meetings referred to in clause 5.4.1 above.

5.4.6 At meetings of the Main Committee, 4 (four) Members of the Main Committee present and voting thereat shall constitute a quorum.

5.4.7 If the quorum is not present within half an hour of the time for which the meeting has been called, the Chairman shall declare the meeting adjourned to the same day the following week and at the same time and place (unless it is a public holiday, then it shall be held on the first week day following), and at such adjourned meeting, the Members of the Main Committee present and voting shall constitute a quorum and may transact the business of the meeting.

5.4.8 The CEO, or such other person as may be nominated by the Chairman, shall keep minutes of all Main Committee meetings. Such minutes shall not be open to inspection by any other Member other than a Member of the Main Committee, save with the sanction of the Main Committee or a General Meeting.

5.4.9 All resolutions at meetings of the Members of the Main Committee shall be decided by a majority of votes and in the case of equality of votes, the Chairman shall have a casting as well as a deliberative vote.

5.5 **Powers of the Main Committee**

5.5.1 The Main Committee shall have the power and authority to do any act, matter or thing which could or might be done by the Club in accordance with this Constitution, excepting for such matters required by this Constitution to be dealt with at a General Meeting or a Special Meeting, and without detracting in any way from the generality of this provision, shall have the following powers:

5.5.1.1 to fill such vacancy or vacancies in its number as may occur from time to time from among the Full Voting Members;

5.5.1.2 to form or appoint sub-committees in accordance with 5.6 below;

5.5.1.3 to decide on all points of dispute it being agreed that the Main Committee's ruling thereon shall be final and binding;

- 5.5.1.4 to appoint the necessary Club CEO, Golf Director or other management on such terms of engagement and salary as the Main Committee shall deem fit, and to deal with all employment issues in respect of such employees including, *inter alia*, disciplinary action and dismissal;
- 5.5.1.5 to appoint 1 (one) or more Trustees (who need not be Members of the Club) to take charge of and administer any funds of the Club for any specific purpose on such terms as the Main Committee may think fit and to define and determine the conditions of such appointment;
- 5.5.1.6 to open and operate a bank account with any bank which is governed by the laws of the Republic of South Africa, which account shall be operated in the name of the Club, and if necessary to overdraw such account/s for the purposes of the Club;
- 5.5.1.7 to raise or borrow monies on interest or otherwise, with or without security, for the purposes of the Club, as it deems fit;
- 5.5.1.8 to make such payments from the monies of the Club as may be necessary to carry out the objects of the Club, and to incur expenses in the running and maintenance of the Club;
- 5.5.1.9 to purchase, sell, lease, lend, borrow or otherwise acquire, deal with or dispose of any movable or immovable property belonging to the Club; provided that any immovable property in excess of the Club's own requirements for the time being may be let;
- 5.5.1.10 subject to being in the ordinary course and of a minor nature, to erect, construct, alter, maintain, manage and/or control any

buildings or other constructions, and to take care of and protect same;

5.5.1.11 to invest with any authorised bank which is approved and governed by the laws of the Republic of South Africa, the monies of the Club not immediately required for the purpose of the Club, to vary or realise any such investments and to write up or write down the value of such investments;

5.5.1.12 to enter into any contract and sign same or other documents in the name of the Club, and to institute, conduct, defend, compound, settle or abandon any legal proceedings by or against the Club;

5.5.1.13 to appoint Sub-Committees and the Chairmen thereof from amongst its Members, and where necessary, to co-opt other persons onto such sub-committees, for such purposes and with such powers as it may from time to time determine. The Chairmen so appointed shall commence and conduct meetings of such Sub-Committees, and they shall convene meetings of their Sub-Committees from time to time;

5.5.1.14 to grant Temporary Membership and allow persons, not being Members of the Club, to use its property and/or the Club House and Club facilities upon such terms as the Main Committee in its sole discretion may think fit, or to refuse consent in its sole and absolute discretion, and generally to fix, and from time to time, to vary fees or other amounts payable in respect thereof;

5.5.1.15 to hold such golfing competitions, tournaments or other social functions subject to whatever terms and conditions it thinks fit, to regulate the use of the Club House and/or the Club's facilities by Members, to make special arrangements therefore, and to set aside the Club's grounds or any part thereof, for any special purpose whatsoever;

- 5.5.1.16 to arrange terms of reciprocity with other golf clubs and their members;
- 5.5.1.17 to establish any scheme/s to provide for its employees' life assurance, insurance, medical, pension and other fringe benefits, as it may determine from time to time;
- 5.5.1.18 with the consent of a Special General Meeting, mortgage the Club's immovable property for the purpose of the Club, subject to the provisions of Clause 8.1.6;
- 5.5.1.19 to effect whatever insurances may be deemed necessary in the interest of the Club;
- 5.5.1.20 to open and close, from time to time, a Membership list in respect of any class of Member, and to consider applications for Membership to the Club and to accept or reject such applications as they in their sole discretion deem fit;
- 5.5.1.21 to increase the then existing subscriptions payable by any class of Member as may be deemed necessary by the Members of the Main Committee from time to time, subject, however, to this power being limited in respect of Full Voting Members to a maximum increase of not more than 25% (twenty five percent) in any 1 (one) financial year over and above the then existing subscriptions. In the event of subscriptions having to be increased by more than 25% (twenty five percent) in any 1 (one) financial year, such increase must first be sanctioned by a majority of Full Voting Members present and voting at an AGM or a Special General Meeting called for that purpose;
- 5.5.1.22 to impose levies upon all Members, or upon any class or classes of Members, as may be determined from time to time, subject, however, to such levies first being sanctioned by a two-

thirds majority of Full Voting Members present and voting at an AGM or a Special General Meeting called for that purpose;

5.5.1.23 to collect all fees, subscriptions, charges and levies previously and properly imposed;

5.5.1.24 to make, vary, suspend and repeal by-laws, rules and guidelines for the regulation, administration and conduct of the affairs of the Club, its officers, Members and employees;

5.5.1.25 to apply to any Liquor Licensing Board or any other competent authority for the grant to the Club of any licence for the sale of liquor which the Club may require for the purpose of carrying on its business and to accept transfer of any such licence or licences;

5.5.1.26 to buy, prepare, make, supply, sell and/or deal in all kinds of golf clubs and balls and all apparatus or equipment used in connection with golf required or used by Members of the Club, or other persons frequenting the golf course, grounds, premises or clubhouse of the Club;

5.5.1.27 to purchase, hire, provide and maintain all kinds of livestock, furniture, implements, tools, utensils food and beverages and other things required or which may conveniently be used in connection with the Club;

5.5.1.28 to borrow, collect or raise money in such manner as the Club shall think fit for the sole purpose of carrying out the objects of the Club and in particular by means of subscriptions, contributions, levies, entrance fees, green fees, caddies fees, loans with or without security and to give security for any money by the issue of or upon bonds, debentures or obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club;

5.5.1.29 to deal with any matter, condition or circumstance for which specific provision is not made in this Constitution, and to do all such other acts or things as are in the opinion of the Members of the Main Committee, conducive to the attainment of all or any of the objects of the Club.

5.5.2 **Cessation of Office**

5.5.2.1 A Member of the Main Committee shall cease to hold office if he:

5.5.2.1.1 submits his resignation in writing to the Main Committee;

5.5.2.1.2 ceases to be a Full Voting Member;

5.5.2.1.3 becomes incapable of acting or becomes, seriously ill or insane;

5.5.2.1.4 is convicted, whether in the Republic of South Africa or elsewhere, of perjury, fraud, or any other serious crime, is removed by a competent Court from any office of trust on account of misconduct, or is, in the opinion of the Members of the Main Committee, guilty of improper, dishonest, ungentlemanly or unsportsmanlike conduct;

5.5.2.1.5 fails to attend 3 (three) consecutive meetings of the Main Committee, without having obtained leave from the Members of the Main Committee to do so.

5.5.2.2 In the event of the Members of the Main Committee being required to decide, at a meeting, whether or not a Member of the Main Committee shall cease to hold office in terms of the provisions of Clause 5.5.2.1 above, the Member about whom

such decision is being made shall not be entitled to attend such meeting.

- 5.5.2.3 In the event of a Member of the Main Committee ceasing to hold office in terms of the preceding sub-clause 5.5.2.2 , the remaining Members of the Main Committee may appoint, from amongst the Full Voting Members his successor for the unexpired term of office, subject to such Full Voting Member signifying his acceptance of such appointment in writing.

5.6 **Sub Committees**

- 5.6.1 The Members of the Main Committee may from time to time appoint sub-Committees and the Chairman thereof and, where necessary, co-opt other persons onto such Sub-Committees, for such purposes and with such powers as it may from time to time determine. The Chairman so appointed shall commence and conduct meetings of such Sub-Committees, which shall be convened from time to time;

- 5.6.2 The President and the Captain or, in their absence, the Vice-President and Vice-Captain respectively, shall be *ex officio* members of any Sub Committee appointed by the Members of the Main Committee in terms of 5.6.1

5.7 **Legal Persona**

- 5.7.1 The Club shall be a body corporate and in its own name shall be capable in law of suing and being sued and of acquiring, holding, leasing, alienating and generally dealing in property, movable and immovable.

- 5.7.2 The Main Committee shall authorise any of its Members upon such terms and conditions as it may determine, to sign any contract, Power of Attorney, necessary affidavit or other document, binding the Club or authorising the performance of any act on the Club's behalf.

5.7.3 All litigation brought by or against the Club shall be in the name of the Club, and the Main Committee shall have the power to delegate to one or more of its Members full power and authority to appoint attorneys and, if necessary, counsel, to institute or defend any such action or suit and to sign all necessary documents and take all necessary steps for that purpose.

5.8 **Indemnity**

5.8.1 **Indemnity of Members**

5.8.1.1 Every Member, including the dependants of Members, utilizing the Club or the Club House and any of its amenities indemnifies the Club and its members, agents or servants and holds them harmless from any loss and / or damage to his or her person or property, from whatever causes and howsoever arising as a result of such Member utilizing the Club House and/or the Club's facilities and / or premises.

5.8.1.2 Without limiting the generality of the foregoing, the Club shall not be liable for any claim of whatsoever nature arising out of:-

5.8.1.2.1 any negligent act or omission by the Club or its members, agents or servants and / or ;

5.8.1.2.2 any cause or event beyond the control of the Club, including but without limiting the generality of the foregoing, Acts of God including lightning, fire, flood, wind or hail damage.

5.8.2 **Indemnity of Main and Sub-Committee Members**

Upon and by virtue of being elected to the Main Committee or a Sub-Committee, the Club shall be deemed to have indemnified and held

harmless each Member of the Main Committee or Sub-Committee in his personal capacity, and the Main Committee or Sub-Committee as a whole (as it is constituted from time to time) against any loss, harm, damage or claim of whatsoever nature and howsoever arising which the Club or its Members may suffer by reason of the actions of the Members of the Main Committee or Sub-Committee, save where any Member of the Main Committee shall have acted in bad faith or is grossly negligent.

5.9 Safe Custody of Documents

Any Title Deed or security belonging to or held by the Club, shall be registered in the name of Trustees on behalf of the Club, as is referred to in Clause 8.1.1 and no such security may be transferred, disposed of, or otherwise alienated, except with the approval of the Main Committee. All such securities shall be kept in safe custody in a safe at the Club, or with a bank, as the Main Committee may determine.

6. GENERAL MEETINGS OF THE CLUB

6.1 ANNUAL GENERAL MEETING ("AGM")

6.1.1 Calling of AGM

6.1.1.1 An AGM shall be held at such time and place as the Main Committee may determine, but not later than the 30th day of April each year.

6.1.1.2 Written notice of the AGM shall be posted on the Notice Board or on the Club's Website, and shall, in addition, be sent by post or by email to all classes of Members who are entitled to be present thereat, with the exception of Junior Members, not later than 14 (fourteen) days before the date of such meeting, and shall specify in such notice the business to be transacted thereat.

6.1.1.3 The failure on the part of any Member to receive such notice shall not invalidate the meeting.

6.1.1.4 Notice of any resolution to be proposed at the AGM must be lodged with the CEO not later than 10 (ten) days before the date fixed for the said meeting, and the CEO shall post such resolution on the Notice Board or on the Club's Website not later than 7 (seven) days before the date of such meeting.

6.1.2 **Procedure at AGM**

6.1.2.1 The President, or in his absence the Vice-President, shall be the Chairman at the AGM. In the absence of both the President and the Vice-President, or if both decline to preside, the Main Committee Members present shall choose one of their number to be Chairman at that meeting. The Chairman shall have a casting as well as a deliberative vote at such meeting.

6.1.2.2 There shall be deemed to be a quorum at the AGM if there are present not less than 25 (twenty five) Full Voting Members in person or represented by proxy.

6.1.2.3 If a quorum is not present within half an hour of the time for which the meeting has been called, the Chairman shall declare the meeting adjourned to the same day the following week and at the same time and place (unless it be a public holiday, when it shall be held on the week day following), and at such adjourned meeting, the Full Voting Members present in person or represented by proxy shall constitute a quorum irrespective of the number present, and may transact the business of the AGM.

6.1.3 **Business at AGM**

The business to be transacted at the AGM shall be:

- 6.1.3.1 to receive and confirm the minutes of the preceding AGM and of any Special Meeting that may have been held since the preceding AGM;
- 6.1.3.2 to receive and consider the audited financial statements for the last financial year;
- 6.1.3.3 to receive and consider the report of the Main Committee on the affairs of the Club for the preceding year;
- 6.1.3.4 to elect Members of the Main Committee for the ensuing year ;
- 6.1.3.5 to elect or confirm the appointment of the Auditors of the Club;
- 6.1.3.6 to consider any resolution of which due notice has been given as provided for in clause 6.1.1.4 and to consider any business or resolution concerning the affairs of the Club which is brought under consideration by the report of the Main Committee.

6.1.4 **Further Provisions Regarding AGM**

- 6.1.4.1 No business or resolution of which notice has not been given shall be discussed at the AGM, save that the Main Committee may bring forward any business or resolution for action or discussions without prior notice, other than the matters referred to in clauses 5.5.1.21, 8.1.6, 15.1 and 16 hereof. It shall, however, be competent for the Chairman in his sole and absolute discretion, to allow any amendment to the wording of any resolution to be moved, notwithstanding that due notice (as provided for in clauses 6.1.1.2 and 6.1.1.4) may not have been given of the intention to move such amendment.

- 6.1.4.2 The CEO, or such other person as may be authorised by the Members of the Main Committee, shall take minutes of the proceedings, and shall send copies to the Main Committee as soon as possible thereafter.

6.2 **General Meetings**

- 6.2.1 The Members of the Main Committee may at any time convene a Special General Meeting, either at its own instance or upon receiving a requisition in writing to that effect, signed by not less than 25 (Twenty Five) Full Voting Members specifying the object of the proposed meeting;

- 6.2.2 With regard to the calling, holding and procedure to be followed at Special General Meetings, the provisions of clause 6.1 above shall apply, *mutatis mutandis*;

- 6.2.3 Upon receipt of a request by the Members of the Main Committee or of a requisition in terms of the preceding sub-clause, the CEO shall give fourteen (14) days' written notice which may be given by way of email to all Members entitled to be present thereat, with the exception of Junior Members, of the date, time and place of such meeting, and the object for which the meeting has been called;

- 6.2.4 No business shall be discussed at such meeting other than the business for which the meeting has been called, save that the Members of the Main Committee may bring forward for action or discussion any business, proposal or resolution which requires decision or action other than the matters referred to in clause 8.1.6, 15.1 and 16 hereof.

6.3 **Adjournment of Meeting**

The Chairman of any General Meeting may, with the consent of the majority of Full Voting Members present in person or represented by proxy, adjourn the

meeting to such time and place as may be agreed upon but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting of which the adjournment took place, subject, however, to the provisions of clauses 6.1.4.1 and 6.2.4

6.4 Voting at Meetings

6.4.1 Subject to any provisions to the contrary contained in this Constitution, only Full Voting Members (including Honorary Life Members and Life Members) shall be entitled to vote at a General Meeting. All resolutions submitted to a General Meeting of the Club shall be decided by vote, which shall be held to be valid and effectual if carried by a majority of votes of Full Voting Members present and voting whether in person or by proxy, save that a vote of not less than two thirds of Full Voting Members shall be required when dealing with the matters referred to in clauses 5.5.1.22, 8.1.6, 15 and 16 hereof.

6.4.2 Voting by Full Voting Members present in person or by proxy shall be decided by a show of hands, and unless thereafter a ballot be demanded by at least 4 (four) Full Voting Members including any Honorary Life Members and Life Members present and voting thereat, the declaration by the Chairman of the result shall be final and binding.

6.4.3 No Full Voting Member whose fees, subscriptions or levies are in arrears shall be competent to vote either in person or by proxy at any meeting.

7. RECORD KEEPING

7.1 The Club shall keep such records as are necessary fairly to present the state of affairs and operations of the Club and to explain the transactions and financial position of the operation of the Club, including:

7.1.1 a register of all Members;

- 7.1.2 a current and accurate list of its assets and liabilities;
- 7.1.3 a register of fixed assets showing the respective dates of acquisition and the cost thereof, the respective dates of any disposals and the consideration received in respect thereof; provided that in respect of fixed assets for which the cost cannot be readily ascertained, the Club may take an inventory of all such fixed assets and make a realistic estimate of the value of such fixed assets;
- 7.1.4 records containing entries from day to day in sufficient detail of all cash received and paid out and of the matters in respect of which receipts and payments take place;
- 7.1.5 statements of the annual stocktaking.
- 7.2 The accounting records referred to in clause 7.1 may be kept by any method of recordal recognised from time to time by the Public Accountants and Auditors Board, and adequate precautions shall be taken for guarding against falsification thereof and facilitating its discovery.
- 7.3 The accounting records shall be kept by the CEO and shall at all times be open to inspection by Members of the Main Committee.
- 7.4 The financial year of the Club shall run from 1 January until 31 December in each year.
- 7.5 The Main Committee shall in respect of every financial year of the Club, cause annual financial statements to be made out in English and shall lay them before the AGM.
- 7.6 The annual financial statements required to be made out under clause 7.5 shall consist of:
 - 7.6.1 a balance sheet including any notes thereon or documents annexed thereto;

- 7.6.2 an income statement including any similar financial statement where such form is appropriate and including any notes thereon or documents annexed thereto.
- 7.7 The annual financial statements of the Club shall, in conformity with generally accepted accounting practice, fairly present the state of affairs of the Club and its operations as at the end of the financial year concerned and the profit or loss of the Club for that financial year.
- 7.8 The annual financial statements shall be audited annually, or at such intervals as the Main Committee may direct.
- 7.9 The Auditor will be appointed at the AGM on an annual basis.
- 7.10 The appointment of the Auditor shall continue until he resigns or is removed by resolution of a General Meeting. No Member of the Main Committee shall be eligible to be elected as the Auditor.
- 7.11 The Main Committee shall forthwith upon receipt of the Auditor's resignation, appoint an Auditor to fill the vacancy.
- 7.12 The Auditor of the Club shall:
- 7.12.1 have the right of access at all times to the accounting records and all books and documents of the Club, and be entitled to require from the Members of the Main Committee and/or CEO of the Club such information and explanations as he thinks necessary for the performance of his duties as Auditor;
- 7.12.2 be entitled to attend any General Meeting of the Club and to receive all notices of and other communications relating to any General Meeting which any Member of the Club is entitled to receive and to be heard at any General Meeting which he attends on the part of the business of the meeting which concerns him as Auditor.

8. **PROPERTY**

8.1 **Immovable Property**

8.1.1 Any immovable property of the Club shall be vested in the names of two (2) Trustees.

8.1.2 The President of the Club, during his year of office, or in his absence, the Vice-President, or such other Member of the Main Committee, who by resolution of the Main Committee, might be acting in the capacity of the President, shall be one of the Trustees of the Club, and the other Trustee shall be elected at the AGM.

8.1.3 In the event of any Trustee ceasing to hold office, the Members of the Main Committee shall have the power to appoint another in his stead until the next AGM.

8.1.4 The Members of the Main Committee shall also have the power to appoint one (1), or, if necessary two (2) persons, as alternative Trustees, to act in the event of either or both Trustees being unable to act through illness, absence or otherwise.

8.1.5 The Trustees shall stand possessed of such property of the Club and shall apply and dispose of the same for the benefit of the Club in such manner as the Members of the Main Committee shall, in conformity with this Constitution direct.

8.1.6 No purchase, sale, transfer, disposal, mortgage or other alienation of immovable property of the Club shall be effected unless the same is duly authorised by a resolution passed at an AGM, or a Special General Meeting called for such purpose, and passed by the vote of not less than two-thirds of the Full Voting Members present or represented by proxy and voting thereat.

8.2 **Assets and Income**

The income, property and monies of the Club shall be applied solely towards the promotion, furthering and safeguarding of the objects of the Club, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus otherwise by way of profit to Members; provided that nothing herein contained shall prevent the Club from making grants for the purpose of carrying out its objects or furthering its interests, or from paying out-of-pocket expenses to any Member of the Main Committee of the Club or from making payment of remuneration to any employee for any service rendered to the Club.

8.3 **Damaged Property**

Should any article, property or asset belonging to the Club be broken or damaged willfully or negligently by a Member, such Member shall be liable to pay such amount for the replacement or repair thereof as may be determined by the Members of the Main Committee.

9. **MEMBERSHIP**

9.1 **Classes of Members**

The Club shall consist of several classes of Members who shall be entitled to the rights and privileges, and be subject to the obligations set out hereunder:

9.1.1 **Honorary Life**

9.1.1.1 An Honorary Life Member shall be a Member who, having conferred some special benefits upon or rendered exceptional service to the Club, shall, in recognition thereof, be elected as such by the Members of the Main Committee and shall be entitled to enjoy all the privileges of the Club without payment of annual subscriptions, provided that an Honorary Life Member shall be at liberty to resign such Membership on written

notification to the Main Committee. An Honorary Life Member shall be entitled to attend and vote at any General Meetings.

9.1.1.2 The Main Committee may in its discretion review and alter the terms applicable to such Membership from year to year.

9.1.2 **Life Member**

9.1.2.1 A Life Member shall be a Member who shall have been a Full Member for not less than fifty (50) years or whom the Members of the Main Committee deem eligible in their discretion and elect to become a Life Member on such conditions as they may think fit, by reason of his paying a sum of money stipulated by the Members of the Main Committee, and who shall be entitled to enjoy all the privileges of the Club without payment of annual subscriptions for the rest of his lifetime. A Life Member shall be entitled to attend at any General Meetings and to vote.

9.1.2.2 The Members of the Main Committee may in their discretion review and alter the terms applicable to such Membership from year to year.

9.1.3 **Honorary Member**

9.1.3.1 An Honorary Member shall be any person whom the Members of the Main Committee deem eligible to become an Honorary Member and who is invited and elected to such Membership by the Members of the Main Committee for such period as the Members of the Main Committee may in their discretion determine, by reason of his having achieved distinction or prominence in public office or golf, or having conferred some special benefit upon the Club.

9.1.3.2 An Honorary Member shall be elected by resolution of the Members of the Main Committee, who shall, in addition, by

resolution, have the power to allow the privilege of Honorary Membership to such person engaged in any match or competition on any day or days while so engaged.

9.1.3.3 Such Honorary Member shall be entitled to make full use of the amenities of the Club without payment of subscriptions and/or entrance fees and shall be entitled to attend at any General Meetings but not to vote.

9.1.3.4 The Members of the Main Committee may in their discretion review and alter the terms applicable to such Honorary Membership from year to year.

9.1.4 **Full Voting Members**

A Full Voting Member is any person who is 19 years or older, who is accepted as a Member and who pays the full annual subscriptions for a Full Voting Member as determined by the Members of the Main Committee from time to time. Such Full Voting Member will be obliged to pay such subscriptions as determined by the Members of the Main Committee from time to time and shall be entitled to enjoy all rights and privileges of the Club including the right to attend or be represented and vote at any General Meetings.

9.1.5 **Full Members**

A Full Member is any person who is 19 years or older, who is accepted as a Member and who pays annual subscription for such category of Full Membership but less than the subscriptions paid by Full Voting Members for membership of the Club. Such Members will be obliged to pay such subscriptions as determined by the Main Committee from time to time and will still be entitled to enjoy all rights and privileges of the Club. A Full Member shall be entitled to attend any General Meetings but not to vote.

9.1.6 **Weekday Member**

A Weekday Member is any person who is 19 years or older, who is duly accepted to Weekday Membership. Such Members will be obliged to pay such subscriptions as determined by the Main Committee from time to time and shall be entitled to all rights and privileges of the Club except that they may not play golf on a Saturday or Sunday or Public Holiday without the consent of the CEO or the Golf Director. Such a Member shall be entitled to attend at General Meetings but not to vote.

9.1.7 **Student Member**

A Student Member is any person who is 19 years or older but under the age of 26, who is accepted to Student Membership, who is a full time registered student at a tertiary institution. Any person completing articles, internship or the like may also be considered for Student Membership by the Main Committee who shall, in its sole discretion, consider each such application on an ad hoc basis. Such Members will be obliged to pay such subscriptions as determined by the Main Committee from time to time and will be entitled to use the full facilities of the Club but may not play golf on a Saturday or Public Holiday. Such a Member shall not be entitled to attend or vote at General Meetings.

9.1.8 **Junior Member**

A Junior Member is any person under the age of 19 years accepted to Junior Membership who will be obliged to pay such subscriptions as determined by the Main Committee from time to time and shall be entitled to use the full facilities of the Club but may not play golf on a Saturday or Public Holiday. A Junior Member who has an official handicap of 9 or better may, in the discretion of the Main Committee, play in major Club tournaments. Such a Member shall not be entitled to attend or vote at General Meetings.

9.1.9 **Country Member**

A Country Member is any person who is 19 years or older who is accepted by the Main Committee, in its sole discretion, as a Country Member of the Club, whose normal place of permanent residence is more than 120 kilometers away from the Club. Such Members will be obliged to pay such subscriptions as determined by the Main Committee from time to time and shall be entitled to full use of all Club facilities except that they may not participate in major Club tournaments. Such a Member shall not be entitled to attend or vote at General Meetings.

9.1.10 **Special Members**

A Special Member is a person who is 19 years or older who was a Member of the Bowling Club as at July 2008. Such Member shall not be required to pay annual subscriptions and shall be entitled to full use of all Club facilities but shall not be entitled to play golf unless they are also a Member of another class of membership. Such a Member shall not be entitled to attend or vote at General Meetings.

9.1.11 **Social Members**

A Social Member is any person who is 19 years or older who is accepted by the Main Committee, in its sole discretion, as a Social Member of the Club. Such Members will be obliged to pay such subscriptions as determined by the Main Committee from time to time and shall be entitled to full use of the Club House and other facilities of the Club. Such Members shall not be entitled to play golf at the Club unless they are also a Member of another class of membership described in this clause 9.1. Such a Member shall not be entitled to attend or vote at General Meetings.

9.1.12 **Reciprocity Member**

A Reciprocity Member is any person who is 19 years or older who is a member of another club with which a reciprocal arrangement of membership has been concluded and who is accepted by the CEO as a Reciprocity Member. Such a Member shall not be entitled to attend or vote at General Meetings.

9.1.13 **Temporary Members**

9.1.13.1 A Temporary Member is a person who does not fall into one of the other categories of Membership of the Club and who has, on the day of his attendance at the Club, signed the register at the entrance to the Club and been accepted by the CEO as either:

9.1.13.1.1 a person who is a guest of a Member and who is attending at the Club for the day; or.

9.1.13.1.2 a person visiting the Club who is not a guest of a Member but who is attending at the Club for the day.

9.1.13.2 A Temporary Member may make use of the Club House and other facilities of the Club and may play golf.

9.1.13.3 Unless otherwise agreed by the CEO or Golf Director or Main Committee a Temporary Member may not play golf on more than 2 (two) days in any 1 (one) month and may not play in major Club tournaments

9.1.13.4 A Temporary Member may not attend or vote at General Meetings.

9.2 **Change of Status**

9.2.1 Subject to the provisions of this Constitution, a Member of the Club shall be entitled to make application for his status as such to be changed to any other as defined herein by written application to the Main Committee.

9.2.2 Such applicant shall be addressed to the CEO of the Club for the time being and shall set out:

9.2.2.1 the present status of such Member;

9.2.2.2 the status to which such Member requires his Membership to be changed; and

9.2.2.3 the reasons in support of such application;

9.2.3 The Main Committee shall have discretion whether or not to approve such application, in the form submitted or to qualify its acceptance thereof in any manner it deems fit.

9.2.4 The approval of such application shall be effective from 1st January of the year immediately following that in which the application is submitted to the Secretary of the Club.

9.2.5 An application for change of status shall bear liability to pay such additional fees as are associated with the new class of membership being applied for, unless the Main Committee expressly decides otherwise.

9.3 **Proposal of Members**

9.3.1 Every candidate for admission to Membership shall be proposed and seconded in writing on the form provided by the Main Committee by the class of Member stated hereunder.

- 9.3.2 Every candidate for admission to Membership shall be proposed and seconded by 2 (two) Full Members
- 9.3.3 No Full Voting Member shall propose or second a candidate not personally known to him;
- 9.3.4 Each proposal form shall be completed and answers furnished to all applicable questions and, save for the relevant provisions of clause 9.3.2 above, shall be signed by the candidate, the proposer and the seconder. The proposal form shall thereafter be lodged with the CEO.
- 9.3.5 The Main Committee shall have the power to call for such further particulars regarding the proposed Member as it may deem fit, and to require such proposed Member to appear before it in person.
- 9.3.6 The Main Committee shall on no account take into consideration any question of gender, race, nationality or creed in considering nominations for Membership;
- 9.3.7 The proposal form duly signed by the CEO and the Chairman of the Main Committee meeting at which a candidate's proposal is considered, shall be posted on the Notice Board of the Club for not less than 14 (fourteen) clear days prior to their acceptance as a Member.
- 9.3.8 The Main Committee shall, as soon as is reasonably possible thereafter, proceed to elect or reject the candidate.
- 9.3.9 A ballot for each candidate's election or rejection shall be held, and in such ballot three veto's shall exclude such candidate from Membership.

- 9.3.10 No candidate who has been rejected for Membership of the Club shall again be eligible for election until 12 (twelve) months have expired from the date of such rejection.
- 9.3.11 A candidate who has made application for Membership but has not yet been accepted or rejected may play at the Club as a Temporary Member until his acceptance or rejection for Membership.
- 9.3.12 Every Member shall be obliged to register in writing with the CEO an address , including where possible an email address, at which notices may be sent to him, and in like manner to notify the CEO of any changes of address from time to time. Any Member failing to register such address or failing to give such notice of change of address, shall be deemed to have waived the requirement of service of such notice.
- 9.3.13 Any notice required to be given shall be deemed to have been properly given and to have been received by the Member within 10 days after the date of posting thereof if sent by pre-paid post addressed to such Member at his aforesaid registered address or on the same Day if sent by email. The failure on the part of any Member to receive any notice shall not invalidate such notice.
- 9.3.14 A Register of Members shall be kept by the CEO in which shall be entered the names of all duly elected Members, the date of admission to Membership, the class of Membership, and where applicable, the date upon which such Membership changed or ceased, and the reasons therefore.
- 9.3.15 When signing his application form for Membership and lodging same with the Main Committee, the candidate shall thereby be taken to accept that in the event of his acceptance by the Main Committee as a Member of the Club, he shall immediately become bound by this Constitution and all other rules, resolutions, guidelines and by-laws of the Club.

- 9.3.16 All Members shall be entitled to be furnished with a copy of this Constitution on request but failure to be in possession of such Constitution shall not absolve any Member from being bound thereby or released from his obligations thereunder.

10. ENTRANCE FEES AND SUBSCRIPTIONS

- 10.1 The annual subscriptions for Members in the various classes shall be an amount determined by the Main Committee from time to time but no increase in excess of 25% (twenty five percent) above the prevailing rate may take place without the approval of Members in General Meeting.
- 10.2 The liability of Members is limited to the amount of their respective subscription and other monies payable in terms of this Constitution and no Main Committee Member, Member or employee of the Club shall be liable for any debts or liabilities of the Club or any share thereof, nor shall any such person be liable to contribute in the event of the assets of the Club being insufficient for the discharge of its liabilities.
- 10.3 Annual subscriptions for Membership for the following year are payable on or before the 31st of December of the preceding year.
- 10.4 Notwithstanding anything herein to the contrary contained, the Main Committee may in its sole and absolute discretion agree with any Member to accept payment of his entrance fees and/or subscription and/or levies in instalments. In this event, such Member shall not be deemed to be in arrear while he is duly adhering to such agreement. The Main Committee may in exceptional circumstances waive or suspend payment of entrance fees, subscriptions, arrears and/or levies in whole or in part in its sole and absolute discretion.
- 10.5 In the event of a Member being elected at any time after the 30th April in any year, the annual subscription to be paid by him for that year shall pro-rata to the remaining portion of that calendar year.

- 10.6 Any Member who fails to pay his entrance fee, subscription, levies or other monies on due date shall not without the prior consent of the CEO or Main Committee be entitled to play golf or use the Club House or any of the facilities at the Club. If, within 30 (thirty) days after becoming due the amount outstanding has still not been paid, such Member shall not be entitled to continue as a Member of the Club and shall be deemed to have immediately and automatically resigned his Membership upon the expiry of such 30 (thirty) day period, unless the Main Committee, in its sole and absolute discretion, determines otherwise.
- 10.7 No Member ceasing to hold Membership for whatever cause shall be entitled to a refund in subscriptions or other monies paid to him by the Club or a reduction of fees, subscriptions and/or levies which may have already fallen due to the Club.
- 10.8 Subject to any provisions to the contrary as set out in this Constitution a Member who has resigned or has been deemed to have resigned his Membership may subject to the consent of the Main Committee in its sole discretion, make re-application for Membership of the Club at any time.
- 10.9 Save as otherwise provided for in clause 9, and subject to the provisions of clause 5.5.1.21, the entrance fee and subscriptions payable in respect of the various classes of Membership, including fees and subscriptions payable on transfer from one class of Membership to another, shall be determined and laid down by the Main Committee from time to time. In no case shall the annual subscriptions be less than the minimum prescribed in the Liquor Act.
- 10.10 Notwithstanding the provisions of clause 10.6 above, should a defaulting Member fail to discharge his indebtedness in full within 30 (thirty) days after same became due, the Club shall be entitled without prejudice to any other rights which it may have in law, to take all necessary steps to recover such indebtedness.
- 10.11 A Member may at any time resign his Membership by giving notice in writing to the CEO, provided that he shall, notwithstanding such resignation, remain

liable for the whole or any part of his annual subscription due and unpaid at the date of receipt of notification of his resignation, as well as for any other amounts due by him to the Club.

11. DISCIPLINE

11.1 Should any Member of any class, in the opinion of the Main Committee, commit any wilful breach of the Constitution, rules, guidelines of golf, by-laws and regulations of the Club, or be guilty of improper, dishonest, unsportsmanlike or ungentlemanly conduct, or fail to make any payment of monies due to the Club after due date , or be guilty of conduct unbecoming or prejudicial to the interest of the Club, whether within the Club's precincts or outside them, the Main Committee shall, subject to a vote of the majority only of the existing Members of the Main Committee (but not any Sub Committee) voting in favour thereof, have the power to:

11.1.1 expel such Member;

11.1.2 deprive such Member of any or all the rights and privileges of his Membership during such time or period as the Main Committee in its discretion may deem fit and advisable;

11.1.3 call upon such Member in writing through the CEO to resign, and if he fails to resign within 7 (seven) days of the date of such request, to expel such Member from the Club;

11.1.4 call upon such Member to appear before the Members of the Main Committee and there explain his conduct. Should such Member fail to appear when called upon, the Members of the Main Committee may in their discretion expel or deal with such Member in such way as they may deem fit;

11.1.5 reprimand such Member.

- 11.1.6 in its sole and absolute discretion to impose a fine on any Member in such amount as may be deemed appropriate by the Main Committee arising out of a breach of this Constitution or any other rules, by-laws or regulations of the Club or as a result of improper, dishonest, unsportsmanlike or ungentlemanly conduct.
- 11.2 Notwithstanding anything hereinbefore contained, no Member shall be expelled unless and until the Members of the Main Committee shall have given him an opportunity to appear before them at such time and place as they, in their discretion, may deem fit , to explain his conduct. At any such hearing the Members of the Main Committee shall fix the procedure to be adopted, and the Main Committee shall have power to summon any Member or any other person to appear before it to give evidence for or against such Member, and the latter shall have the power to cross-examine any such witness and shall have the like power to tender the evidence of any Member or any other person he may deem fit.
- 11.3 The Main Committee's decision to expel or in any other way discipline a Member is final and binding and is not appealable.
- 11.4 No legal proceedings of whatsoever nature may be instituted by any Member of the Club against any other Member of the Club, the Main Committee or a Sub-Committee arising from any action taken under this clause.

12. **DISPUTES AND INTERPRETATION**

- 12.1 The decision of the Main Committee on the interpretation of any of the provisions of this Constitution shall be final and binding upon the Members, and the proceedings of the Main Committee in terms of this clause shall be privileged and confidential.
- 12.2 In the event of any dispute, matter or question arising for which no provision is made in this Constitution, such dispute, matter or question shall be decided by the Main Committee whose decision shall be final and binding.

12.3 The headnotes contained herein are for reference purposes only and do not bear upon the interpretation of this Constitution.

12.4 Any reference in this Constitution to the masculine gender shall include a reference to the feminine gender;

12.5 Any reference to the singular shall, where applicable, include a reference to the plural.

13. **ADVERTISEMENTS**

No advertisements or notices may be placed in the Club without the permission of the Main Committee, and no Member may utilize the name or address of the Club for business or advertising purposes or in connection with any litigation in which he may be involved, without the prior written permission of the Main Committee first being had an obtained.

14. **FACILITIES /LIQUOR**

Only Members of the Club shall be permitted to pay for facilities or liquor supplied in the Club House or on the Club premises.

15. **AMENDMENT OF CONSTITUTION**

15.1 This Constitution shall not be repealed or amended except by a resolution and passed at an AGM or Special General Meeting called for that purpose, by the vote of not less than two-thirds of the Full Voting Members present or represented by proxy and voting thereat.

15.2 Whenever any such repeal or amendment shall have been made in the Constitution as aforesaid, a copy thereof shall on request, be made available to any Member as soon as possible thereafter.

- 15.3 This Constitution shall supersede all other Constitutions together with amendments thereto, but all acts done under and by virtue of any previous Constitution and any amendments thereto shall be valid.

16. **DISSOLUTION**

The Club may not be dissolved, wound up nor placed in liquidation except by resolution passed at a Special General Meeting called for that purpose, which resolution shall be passed by the vote of not less than two-thirds of the Main Committee Members present and voting. If it be resolved to dissolve or wind up the Club and if after payment of its debts and satisfaction of its liabilities, any assets of whatsoever nature remain, the same shall be given or transferred to some other Club, Union, Society or Association having objects similar to those of the Club in the Republic of South Africa.