

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 Office Bearers, 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 of the Club 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, unless inconsistent with the context of this Constitution, its Members, the Club House, premises and grounds;

- 2.7 "Club House" shall mean the club house established on the grounds of the Club, including the underground and external parking areas;
- 2.8 "Day" shall mean a calendar day expiring at midnight and shall exclude any Saturday, Sunday or official Public Holiday in the Republic of South Africa from time to time;
- 2.9 "General Meeting" shall mean either an AGM or a Special General Meeting, as the context requires;
- 2.10 "LGG" shall mean Ladies Golf Gauteng or its successor in title;
- 2.11 "Main Committee" shall mean the committee elected in terms of Clause 5.3;
- 2.12 "Member" shall include any member of any class of membership of the Club described in Clause 10;
- 2.13 "Notice Board" shall mean the Club's notice board which is situated within the Club House;
- 2.14 "Office Bearers" shall mean collectively, the President, the Vice President, the Captain, the Vice Captain and the Treasurer of the Club;
- 2.15 "SAGA" shall mean the South African Golf Association or its successor in title;
- 2.16 "Special General Meeting" shall mean a special general meeting held in accordance with Clause 6.2;
- 2.17 "Voting Member" shall mean any Member who has paid the full subscription fee applicable to the membership category to which such Member belongs, as

determined by the Main Committee from time to time in accordance with Clause 10.1;

2.18 "WGSA" shall mean Women's Golf South Africa or its successor in title;

2.19 "Website" shall mean the official website to be established and used as such by the Club from time to time.

3. OBJECTS OF THE CLUB

The objects of the Club are to:

3.1 provide grounds and facilities for the playing of the game of golf;

3.2 erect the Club House and maintain and improve the grounds and any buildings or other constructions thereon for the benefit of the Club;

3.3 supply food and refreshment and conduct social functions;

3.4 do all things necessary or incidental to the running of the Club and fostering the game of golf.

4. DUTIES OF THE CLUB

The duties of the Club are to:

4.1 elect the Main Committee to govern and administer its affairs and activities, which committee shall have the authority to do any act, matter or thing as is referred to in Clause 5.5, all the provisions whereof being necessary for the due attainment of the objects of the Club and which are to be read as if herein contained;

4.2 accept and be bound by the rules of golf and of amateur status and such amendments or additions thereto as may from time to time be adopted by the

Royal and Ancient Golf Club of St Andrews and the decisions which that club may from time to time issue on the interpretation of such rules, and to make local rules as permitted by such rules to suit local circumstances and conditions as the Main Committee may from time to time deem expedient and advisable;

- 4.3 become a member of the CGGU and LGG;
- 4.4 abide by and adhere to rulings and decisions falling within the objects and scope of the constitutions of the CGGU and LGG from time to time;
- 4.5 pay to the SAGA, WGSA, CGGU and LGG the affiliation fees and/or levies prescribed by such bodies;
- 4.6 generally undertake to do all such acts and/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, which may delegate all or any part of its management to any sub committees and/or the CEO and/or the golf director appointed by the Main Committee from time to time. All of those bodies and persons shall act under the authority conferred on 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**

The Main Committee shall consist of not less than 6 (six) and not more than 10 (ten) Voting Members who are of good standing, over the age of 26 years and who have been Full Members of the Club for at least 2 (two) years immediately prior to such appointment. The Main Committee shall consist of

at least the Office Bearers, together with such additional Voting Members as may be elected thereto ("hereinafter referred to individually or collectively, as the "Members of the Main Committee" or the "Main Committee" as the context may require). Save for the Treasurer, the Captain and the Vice Captain, each Office Bearer must have served on the Main Committee as an ordinary member thereof for at least 2 (two) years immediately prior to such appointment.

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

Subject to the provisions of Clause 5.6:

- 5.3.1 all Members of the Main Committee shall retire annually but shall be eligible for re-election for the following year without the necessity for fresh nomination;
- 5.3.2 written nominations of candidates as Members of the Main Committee (defining a particular office where necessary) must be received by the CEO not less than 7 (seven) days before the date of the next AGM. Each such nomination must be signed by 2 (two) Voting Members and the nominee, who shall thereby signify his acceptance of the nomination;
- 5.3.3 in the event of there being no nominations for any particular office, such office shall be filled by an eligible Member elected by the Voting Members at the AGM, as is provided for in Clause 5.3.6;
- 5.3.4 nominations for Members of the Main Committee shall be posted on the Notice Board or on the Website 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;
- 5.3.5 should there be more nominations for membership of the Main Committee than Members required in terms of Clause 5.2, a ballot shall be held at the AGM to elect the requisite number of Members of the Main Committee;

- 5.3.6 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 eligible Members elected by the Voting Members, but only after each eligible nominee has been proposed and seconded from the floor, and such proposal has been accepted by the nominee concerned;
- 5.3.7 any casual vacancies occurring on the Main Committee shall be filled for the remainder of the period of office by Full Members duly appointed for that purpose by the remaining Members of the Main Committee;
- 5.3.8 any irregularity in the election or appointment of Members of the Main Committee or Office Bearers shall not invalidate any decision of the Main Committee;
- 5.3.9 notwithstanding the right herein granted to the Members of the Main Committee (in terms of Clause 5.3.7) 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 remaining Members of the Main Committee shall be obliged to fill the vacancies as provided for in Clause 5.3.7 before being able to act further;
- 5.3.10 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 for that purpose;
- 5.3.11 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) hour's 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 of that meeting.
- 5.4.5 The CEO, on written instructions from the President, or from at least 50% (fifty per cent) of the Members of the Main Committee, shall convene a special meeting of the Main Committee, which meeting shall be in addition to the meetings referred to in Clause 5.4.1.
- 5.4.6 At meetings of the Main Committee, 4 (four) Members of the Main Committee present 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, and at such adjourned meeting, the Members of the Main Committee present 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, save with the sanction of the Main Committee or a General Meeting, be open to inspection by any other Member other than a Member of the Main Committee.

- 5.4.9 All resolutions at meetings of the Members of the Main Committee shall be decided by a simple 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

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 as are required by this Constitution to be dealt with at a General Meeting, and without detracting in any way from the generality of this provision, shall have the following powers:

- 5.5.1 to fill such vacancy or vacancies in its number as may occur from time to time from among the Full Members;
- 5.5.2 to form or appoint sub-committees in accordance with Clause 5.7;
- 5.5.3 to decide on all points of dispute affecting the Club or the Members, it being agreed that the Main Committee's ruling thereon shall be final and binding;
- 5.5.4 to appoint the CEO, golf director or other personnel at management level 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;
- 5.5.5 to appoint 1 (one) or more trustees (who need not be Members) 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;
- 5.5.6 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 for the purposes of the Club;

- 5.5.7 to raise or borrow monies on interest or otherwise, with or without security, for the purposes of the Club, as it deems fit provided such borrowings are in the ordinary and regular course of business;
- 5.5.8 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;
- 5.5.9 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;
- 5.5.10 subject to being in the ordinary course of business 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 the same;
- 5.5.11 to invest with any authorised bank which is approved and governed by the laws of the Republic of South Africa, any 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;
- 5.5.12 to enter into any contract and sign the 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;
- 5.5.13 to appoint sub-committees and the chairmen thereof from amongst the Members of the Main Committee, 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 convene and conduct meetings of such sub-committees from time to time;
- 5.5.14 to grant temporary membership and allow persons, not being Members to use the Club's 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, vary fees or other amounts payable in respect thereof;

- 5.5.15 to hold such golf 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 therefor, and to set aside the Club's grounds or any part thereof, for any special purpose whatsoever;
- 5.5.16 to arrange terms of reciprocity with other golf clubs and their members;
- 5.5.17 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;
- 5.5.18 with the consent of a General Meeting, mortgage the Club's immovable property for the purposes of the Club, subject to the provisions of Clause 9.1.6;
- 5.5.19 to effect whatever insurances may be deemed necessary in the interests of the Club;
- 5.5.20 to open and close, from time to time, a membership list in respect of any class of Member, and to consider applications for membership of the Club and to approve or reject such applications as the Main Committee may in its discretion deem fit;
- 5.5.21 to increase the then existing subscriptions payable by any class of Member as may be deemed necessary by the Main Committee from time to time, subject, however, to this power being limited in respect of Voting Members to a maximum increase of not more than 25% (twenty five per cent) in any 1 (one) financial year. In the event of subscriptions having to be increased by more than 25% (twenty five per cent) in any 1 (one) financial year, such increase must first be sanctioned by an appropriate resolution passed at a General Meeting;

- 5.5.22 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 Voting Members present and voting in favour of an appropriate resolution therefor at a General Meeting;
- 5.5.23 to collect all fees, subscriptions, charges and levies properly imposed;
- 5.5.24 to make, vary, suspend and repeal By-laws;
- 5.5.25 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;
- 5.5.26 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, or other persons using the Club House, golf course, grounds or premises of the Club;
- 5.5.27 to purchase, hire, provide and maintain all kinds of furniture, implements, tools, utensils food and beverages and other things required or which may conveniently be used in connection with the business of the Club;
- 5.5.28 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;
- 5.5.29 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.

5.6 Cessation of Office

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

5.6.1.1 submits his resignation in writing to the Main Committee;

5.6.1.2 ceases to be a Voting Member;

5.6.1.3 becomes incapable of acting or becomes incapacitated or insane;

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

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

5.6.2 In the event of the Members of the Main Committee being required to decide, at any of their meetings, whether or not a Member of the Main Committee shall cease to hold office in terms of Clause 5.6.1, the Member concerned shall not be entitled to attend such meeting.

5.6.3 In the event of a Member of the Main Committee ceasing to hold office in terms of Clause 5.6.1, the remaining Members of the Main Committee may fill the vacancy so created in accordance with Clause 5.3.7.

5.7 Sub Committees

5.7.1 The Main Committee may from time to time appoint sub-committees and the chairmen thereof in accordance with Clause 5.5.13.

5.7.2 The President and the Captain or, in their absence, the Vice-President and Vice-Captain respectively, shall be *ex officio* members of all sub committees.

5.8 Legal Persona

5.8.1 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.

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

5.8.3 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 the Members of the Main Committee 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.

5.9 Indemnity

5.9.1 Indemnity of Members

5.9.1.1 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.

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

5.9.1.2.1 any negligent act or omission by the Club or its Members, agents or servants and / or ;

5.9.1.2.2 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.

5.9.2 **Indemnity of Main and Sub Committee Members**

Upon and by virtue of being elected to the Main Committee or sub-Committee, the Club shall be deemed to have indemnified and held harmless each member thereof in his personal capacity, and the Main Committee and sub-committee as a whole against all 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 of them shall have acted in bad faith or is grossly negligent.

5.10 **Safe Custody of Documents**

Any title deed or security belonging to or held by the Club, shall be registered in the name of the Trustees on behalf of the Club, as is contemplated in Clause 9.1.1 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 Meetings (“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 by 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 Website, and shall, in addition, be sent by post or by email to all Members who are entitled to be present thereat, but 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 less than 10 (ten) days before the date of the meeting, and the CEO shall post such resolution on the Notice Board or on the Website not less 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 preside as 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 act as chairman at that meeting. The chairman shall have a casting as well as a deliberative vote at such meeting.

6.1.2.2 25 (twenty-five) Full Members in person or represented by proxy shall constitute a quorum at an AGM.

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, and at such adjourned meeting, the Full Members present in person or represented by proxy shall constitute a quorum, and may transact the business of the AGM.

6.1.3 **Business of 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 General Meeting that may have been held since the preceding AGM;

6.1.3.2 to receive and consider the Club's 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 forthcoming year;

6.1.3.5 to appoint or confirm the appointment of the Auditors of the Club;

6.1.3.6 to elect or confirm the appointment of a Trustee to act as such with the President;

6.1.3.7 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 raised or discussed at the AGM; provided however that the Main Committee may, without prior notice, raise any business or resolution (other than the matters referred to in Clauses 5.5.21, 9.1.6, 16 and 17) for action or discussion. It shall also be competent for the chairman, in his sole and absolute discretion, to allow any amendment to be moved to the wording of any resolution, notwithstanding that due notice 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 keep minutes of the proceedings, and shall furnish copies to the Members of the Main Committee as soon as possible thereafter.

6.2 **Special General Meetings**

6.2.1 The Main Committee may at any time convene a Special General Meeting, either at its own instance or upon receiving a requisition in writing, signed by not less than 25 (twenty five) Full Members specifying the object of the proposed meeting.

6.2.2 With regard to the convening, holding and procedure to be followed at Special General Meetings, the provisions of Clause 6.1 shall apply, *mutatis mutandis*.

6.2.3 Upon receipt of a request by the Main Committee or of a requisition in terms of Clause 6.2.1, the CEO shall give 14 (fourteen) days' written notice, which may be given by way of email, to all Members entitled to be present thereat, of the date, time and place of such meeting, and the object for which the Special General Meeting has been called.

6.2.4 No business shall be discussed at such Special General Meeting other than the business for which the meeting has been called; provided however that the Main Committee may, without prior notice, raise any business or resolution (other than the matters referred to in Clauses 5.5.21, 9.1.6, 16 and 17) for action or discussion.

6.3 **Adjournment of Meeting**

The chairman of any General Meeting may, with the consent of the majority of Full 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 which was adjourned, subject always to the provisions of Clauses 6.1.4.1 and 6.2.4.

6.4 **Voting at Meetings**

6.4.1 Only Voting Members shall be entitled to vote at General Meetings. Every resolution submitted to a General Meeting shall be decided by a simple majority vote, unless it involves the matters referred to in Clauses 5.5.22, 9.1.6, 16 and 17, in which case a vote of not less than two thirds of Voting Members shall be required.

6.4.2 Voting by Voting Members present in person or by proxy shall take place by a show of hands and, unless thereafter a ballot be demanded by at least 4 (four) Full Members present, the declaration by the chairman of the result shall be final and binding.

6.4.3 No 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 to fairly present the state of affairs and operations of the Club and to explain the transactions and financial position of the operation of the Club at all times, 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.
- 7.3 The accounting records shall be kept in the custody and under the control of 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 audited and made out in English and shall table them at the AGM for consideration by the Members.
- 7.6 The aforementioned annual financial statements 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, together with 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 Main Committee shall forthwith upon receipt of the resignation of the Club's Auditor, appoint another Auditor to fill the vacancy until the next AGM.

8. AUDITORS

- 8.1 The Auditor of the Club shall:
- 8.1.1 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;
- 8.1.2 be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which each Member is entitled to receive and to be heard at any General Meeting which he attends in relation to any business of the meeting which concerns him as Auditor;

8.1.3 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 appointed as Auditor to the Club.

9. PROPERTY

9.1 Immovable Property

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

9.1.2 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 President, shall be *ex officio* one of the Trustees, and the other Trustee shall be elected at the AGM.

9.1.3 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.

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

9.1.5 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.

9.1.6 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 a General Meeting and passed by a vote of not less than two-thirds of Full Members present or represented by proxy.

9.2 **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 or from making payment of remuneration to any employee for any service rendered to the Club.

9.3 **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.

10. **MEMBERSHIP**

10.1 **Voting Rights of Members**

Each member shall, provided that his membership category entitles him to vote and provided further that his membership fees are fully paid up, have the right to vote at any Meeting with the following number of votes:

1 (one) x vote for every R1 000 (one thousand rand) of subscription payable by such Member at the time.

The number of votes will be rounded down to the closest R1 000.00 (one thousand rand).

10.2 **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:

10.2.1 **Honorary Life**

10.2.1.1 An Honorary Life Member shall be a Member who, having conferred some special benefit upon or rendered exceptional service to the Club, shall, in recognition thereof, have been 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 General Meetings and vote thereat with the same number of votes as a Full Member.

10.2.1.2 The Main Committee may at any time and in its discretion review and alter the terms applicable to the class of membership.

10.2.2 **Life Member**

10.2.2.1 A Life Member shall be a Member who shall have been a Full Member for not less than fifty (50) years (or one who the Members of the Main Committee in their discretion deem eligible and have elected to this class of membership by reason of his paying a sum of money stipulated by the Members of the Main Committee. A Life Member 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 General Meetings and vote thereat with the same number of votes as a Full Member.

10.2.2.2 The Main Committee may at any time and in its discretion review and alter the terms applicable to this class of membership.

10.2.3 **Honorary Member**

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

10.2.3.2 The Main Committee shall, in addition, have the power to confer Honorary Membership on an ad hoc basis and on such terms and conditions as it may deem fit, on any person who may be engaged in any match or competition on any day at the Club.

10.2.3.3 An 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 General Meetings, but not to vote thereat.

10.2.3.4 The Main Committee may at any time and in its discretion, review and alter the terms applicable to this class of membership.

10.2.4 **Full Member**

A Full Member is any person who is 19 years or older and whose application to become a Full Member has been approved by the Main Committee. Full Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club and to attend and vote at all General Meetings.

10.2.5 **Weekday Member**

A Weekday Member is any person who is 19 years or older and whose application to become a Weekday Member has been approved by the Main Committee. Weekday Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club (save that they may not play golf on a Saturday, Sunday or Public Holiday without the prior consent of the CEO or the golf director) and to attend and vote at all General Meetings.

10.2.6 **Full Lady Member**

A Full Lady Member is any female person who is 19 years or older and whose application to become a Full Lady Member has been approved by the Main Committee. Full Lady Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club and to attend and vote at all General Meetings; provided however that they will not be entitled to play golf on Thursday afternoons, Saturday mornings (outside of the 8 (eight) designated tee times available to them), Saturday afternoons and Sunday mornings.

10.2.7 **Weekday Lady Member**

A Weekday Lady Member is any female person who is 19 years or older and whose application to become a Weekday Lady Member has been approved by the Main Committee. Weekday Lady Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club (save that they will not be entitled, without the prior consent of the CEO or the golf director, to play golf on Thursday afternoons, Saturdays, Sundays and Public Holidays) and to attend and vote at all General Meetings.

10.2.8 **Student Member**

A Student Member is any person who is 19 years or older, but under the age of 26, who is a full time registered student at a recognized tertiary institution and whose application to become a Student Member has been approved by the Main Committee. The Main Committee may, in its discretion, and on an *ad hoc* basis, confer Student Membership on persons serving articles of clerkship, internship or the like. Student Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club (save that they may not play golf on a Saturday or Public Holiday without the prior consent of the CEO or the golf director) and attend and vote at all General Meetings.

10.2.9 **Junior Member**

A Junior Member is any person who has not yet attained the age of 19 years, who is a fulltime registered scholar at a recognized primary or secondary institution and whose application to become a Junior Member has been approved by the Main Committee. Junior Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club (save that they may not play golf on a Saturday or Public Holiday, nor may they attend General Meetings). 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.

10.2.10 **Country Member**

A Country Member is any person who is 19 years or older, whose place of permanent residence is more than 120 kilometres from the Club and whose application to become a Country Member has been approved by the Main Committee. Country Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club, (save that

they may not participate in major Club tournaments, nor attend General Meetings).

10.2.11 **Bowls Member**

A Bowls Member is any person who is 19 years or older, who was a member of the Houghton Bowling Club as at July 2008 and whose application to become a Bowls Member has been approved by the Main Committee. Bowls Members shall not be required to pay annual subscriptions and shall be entitled to enjoy all rights and privileges of the Club (save that they may not play golf, nor attend General Meetings).

10.2.12 **Social Member**

A Social Member is any person who is 19 years or older and whose application to become a Social Member has been approved by the Main Committee. Social Members shall be entitled, against payment of entrance fees and subscriptions applicable at the relevant time, to enjoy all rights and privileges of the Club (save that they may not play golf nor attend General Meetings).

10.2.13 **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 with the Club and who is regarded by the CEO as a Reciprocity Member. Reciprocity Members shall be entitled to enjoy all rights and privileges of the Club (save that they may not attend General Meetings).

10.2.14 **Temporary Member**

A Temporary Member is a person who does not fall into any of the other categories of Membership, is attending the Club as the guest of a Member (or an unaccompanied guest, as the case may be), has signed the visitors' register and is regarded by the CEO as a

Temporary Member. Temporary Members shall be entitled to enjoy all rights and privileges of the Club (save that they may not play golf more frequently than the limit prescribed for Temporary Members from time to time by the Main Committee, may not participate in major Club tournaments and may not attend General Meetings).

10.3 **Change of Status**

10.3.1 Subject to the provisions of this Constitution, a Member shall be entitled, on written application to the Main Committee, to apply for his membership status to be changed to another category.

10.3.2 Such application shall be delivered to the CEO and shall set out:

10.3.2.1 the present membership category to which such Member belongs;

10.3.2.2 the membership category to which such Member requires his membership to be changed; and

10.3.2.3 the detailed reasons in support of such application.

10.3.3 The Main Committee shall have the discretion to approve (with or without such conditions as it may deem appropriate) or reject such application.

10.3.4 Unless the Main Committee resolves otherwise, the approval of such application shall be effective from the first day of the month immediately following that during which the application was delivered to the CEO.

10.3.5 Unless the Main Committee decides otherwise, any change of status shall require the Member concerned to pay such additional fees as are associated with the new category of membership applied for.

10.4 **Proposals and Admissions of Members**

- 10.4.1 Every candidate for admission to membership of the Club must be proposed and seconded in writing by 2 (two) Full Members on the form provided by the Main Committee.
- 10.4.2 No Full Member may propose or second a candidate who is not personally known to him.
- 10.4.3 Each proposal form shall be comprehensively completed and answered. It shall be signed by the candidate, the proposer and the seconder and lodged with the CEO.
- 10.4.4 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.
- 10.4.5 The Main Committee shall on no account take into consideration any question of gender, race, nationality or creed in considering applications for membership.
- 10.4.6 The application form, duly signed by the CEO and the chairman of the Main Committee, shall be posted on the Notice Board and the Website not less than 14 (fourteen) days prior to the meeting of the Main Committee at which the candidate's application is to be considered.
- 10.4.7 The Main Committee shall, as soon as is reasonably practicable after expiry of the 14 (fourteen) day period referred to in Clause 10.4.6, meet in order to consider the candidate's application. At such meeting a ballot for the approval or rejection of each candidate's application shall be held, and in each such ballot, three votes against shall result in the rejection of the relevant candidate's application.
- 10.4.8 No candidate who has been refused Membership of the Club shall be entitled to re-apply for membership until 12 (twelve) months have expired from the date of such refusal.

- 10.4.9 A candidate whose application for Membership has not yet been considered by the Committee may, pending the outcome of his application, play at the Club as if his application had been approved.
- 10.4.10 Every Member shall be obliged to furnish the CEO with an address , including where possible an email address, to which notices may be addressed to him, and to notify the CEO of any changes of address from time to time. The failure to furnish an address shall constitute a waiver on the part of the Member concerned of his right to receive notices from the Club.
- 10.4.11 All notices required to be given by the Club shall be deemed to have been received by the Members at the addresses furnished by them within 10 days after the date of posting thereof, if sent by pre-paid post, or on the same Day if sent by email. The failure on the part of any Member to receive any notice shall not invalidate the subject matter of such notice.
- 10.4.12 An up to date register of Members shall be kept by the CEO in which shall be entered the names of all current Members, their dates of admission to Membership, the classes of Membership to which they belong and, where applicable, the dates upon which such Membership changed or ceased, and the reasons therefor.
- 10.4.13 Each candidate for membership of the Club shall, by his signature and submission of the relevant application form be deemed to have undertaken that, in the event of his application being accepted by the Main Committee, to be bound by this Constitution and the By-laws.
- 10.4.14 All Members shall be entitled, on request, to receive a copy of this Constitution and ignorance of any of its provisions shall not absolve any Member from being bound thereby or released from his obligations thereunder.

11. ENTRANCE FEES AND SUBSCRIPTIONS

- 11.1 The annual subscriptions for Members in the various classes shall be an amount determined by the Main Committee from time to time, subject however to the provisions of Clause 5.5.21.
- 11.2 The liability of Members is limited to the amount of their respective subscriptions and other monies payable in terms of this Constitution and no 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.
- 11.3 Annual subscriptions for Membership for the forthcoming year are payable on or before the 31st of December of the preceding year provided that 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 such event, the Member concerned shall not be deemed to be in arrear whilst he is in compliance with such agreement. The Main Committee may also, in exceptional circumstances, and in its discretion, waive or suspend payment of entrance fees, subscriptions, arrears and/or levies in whole or in part.
- 11.4 In the event of a person becoming a Member at any time after the 30th April in any year, the annual subscription to be paid by him for that year shall be pro-rated to the remaining portion of that year.
- 11.5 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 the Main Committee be entitled to enjoy any of the rights and privileges of the Club. If the amounts outstanding remain unpaid for more than 30 (thirty) days after due date, the Member concerned shall be deemed (unless the Main Committee, in its sole discretion determines otherwise) to have automatically resigned his Membership upon the expiry of such 30 (thirty) day period and the Club shall retain the right to institute the necessary legal proceedings to recover the amounts outstanding.

- 11.6 No subscriptions or other monies paid to the Club shall be subject to reduction or refund in the event of the termination, for whatsoever reason, of a Member's membership of the Club. Subject to any provisions to the contrary contained in this Constitution a Member who has resigned or is deemed to have resigned his membership may re-apply for membership of the Club at any time.
- 11.7 Subject to the provisions of Clause 5.5.21, 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.
- 11.8 A Member may at any time resign his membership by giving written notice to that effect 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 as at the date of receipt of notification of his resignation, as well as for any other amounts due by him to the Club.

12. **DISCIPLINE**

- 12.1 Should any Member, in the opinion of the Main Committee, commit any wilful breach of the Constitution or the By-laws, 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 interests of the Club, whether within the precincts of the Club or otherwise, the Main Committee shall have the power to:
- 12.1.1 expel such Member;
- 12.1.2 deprive such Member of any or all the rights and privileges attaching to his membership for such period as the Main Committee may in its discretion deem appropriate;
- 12.1.3 call upon such Member in writing (through the CEO) to resign, and if he fails to resign within 7 (seven) days after the date of such request, to expel such Member from the Club;

12.1.4 call upon such Member to appear before the Main Committee and there explain his conduct. Should such Member fail to appear when so called upon, the Main Committee may, in its discretion expel such Member from the Club or impose upon him such lesser penalty as it may deem appropriate;

12.1.5 reprimand such Member;

12.1.6 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.

12.2 Notwithstanding anything to the contrary herein contained, no Member shall be expelled unless and until the Main Committee shall have given him an opportunity to appear before it at such time and place as it may stipulate, to explain his conduct. At any such hearing the Main Committee shall prescribe the procedure to be adopted, and 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 similarly be entitled to tender the evidence of any Member or any other person he may deem fit.

12.3 The Main Committee's decision to expel or in any other way discipline a Member is final and binding and is not appealable or reviewable.

12.4 No legal proceedings of whatsoever nature may be instituted by any Member against any other Member, the Main Committee, any Sub-Committee or the CEO arising out of any action taken under this clause.

13. **DISPUTES AND INTERPRETATION**

13.1 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 deliberations of the Main Committee in terms of this clause shall be privileged and confidential.

- 13.2 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.
- 13.3 The headnotes contained herein are for reference purposes only and do not bear upon the interpretation of this Constitution.
- 13.4 Any reference in this Constitution to any one gender shall include a reference to the other gender;
- 13.5 Any reference to the singular shall, where applicable, include a reference to the plural and vice versa.

14. **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.

15. **FACILITIES/LIQUOR**

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

16. **ADMENDMENT OF CONSTITUTION**

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

16.2 Whenever any such repeal or amendment shall have been made as aforesaid, a copy thereof shall on request, be made available to each Member.

16.3 This Constitution shall supersede all other constitutions together with amendments thereto, but all acts done under and by virtue of any previous constitution shall be and remain valid.

17. **DISSOLUTION**

The Club may not be dissolved, wound up or placed in liquidation except by resolution passed at an Annual General Meeting or a Special General Meeting called for that purpose. That resolution must be passed by the vote of not less than two-thirds of the Full Members present in person or by proxy and by two thirds of the Members of the Main Committee present in person or by proxy. If it is 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.