

# KLEINMOND GOLF & SPORTS CLUB



## CONSTITUTION

### 1. NAME

The name of the Club is Kleinmond Golf and Sports Club.

### 2. DEFINITIONS

The following meaning is attributed to the words in this Constitution and should be interpreted as such.

2.1. "Club" shall include the Clubhouse, the Club personnel, Club equipment and grounds of Kleinmond Golf and Sports Club.

2.2. "Member(s) and Membership" shall include both ladies and gentlemen and means a member of the Club who has been approved by the Committee and who Membership Fees to the Club.

2.3. "Code of Conduct" shall refer to the document attached hereto as Annexure A - Code of Conduct and Disciplinary Procedures This document relates to by-laws, and rules of the Club, as approved by the Committee.

2.4. "Committee" shall mean the group of members elected at an Annual General Meeting as described in Article 16 of this Constitution to serve in Club and its Members in various capacities per this Constitution.

2.5. "Notice Board" shall mean the boards in and around the Clubhouse that are used for display and communications, and / or the Announcement Book kept for such purposes.

2.6. "Membership Fees" shall mean fees that are due by members on an annual basis and may include - entrance fees, annual subscription fees but does not include affiliation, HNA subscription or green fees.

### **3. JURISDICTION**

3.1. The Club is a Voluntary Association of at least 35 (thirty-five) members and shall be a legal personality and an entity separate from its members.

3.2. The liability of the members shall be limited to the amount of their unpaid Annual Subscription for a current fiscal year together with any other monies owing to the Club.

3.3. The Club shall be the owner of its own assets and shall in its own name be entitled and allowed to-

3.3.1. Function as Plaintiff, Defendant, Applicant or Respondent in any legal proceedings involving itself.

3.3.2. Acquire any immovable or movable property and to undertake any legal proceedings involving such property; (provided that no immovable property of the Club may be alienated or mortgaged, unless authorized thereto by a resolution passed either at a Special General Meeting convened specifically for this purpose, or at an Annual General Meeting and with the approval of at least two-thirds majority of votes casted in terms of Article 19.6).

3.3.3. Conduct its own affairs and business, including the responsibility to employ personnel as necessary to execute duties associated with the running of the Club.

3.3.4. Accept and receive gifts, donations, and contributions of any kind from any person or institution and keep register of such.

3.3.5. Distribute by a loan or invest any funds it may have.

3.3.6. Enter into any loans and vouchsafe any security as needed in respect of such loans.

3.3.7. Hire and or Lease any moveable or immovable property.

3.3.8. Grant an honorarium or bonus outside contractual obligations to any official or employee of the Club when duly motivated and approved by the members at any General Meetings.

3.3.9. Give donations to any charitable institution / individual or other funds.

3.4. The Club may sue or be sued in any Court of Law and may be cited in any capacity in any arbitration or other tribunal in its own name, and may be represented in any proceedings, whether in a Court of Law or in any arbitration, or any other tribunal or otherwise, by any person or persons duly authorised by the Committee.

3.5. All assets, funds and profits of the Club shall be used solely to the benefit of the Club and not to the advantage of any individual(s).

#### **4. COMPLIANCE WITH THE PROVISIONS OF THE LIQUOR ACT AND WITH THE PROVISIONS OF SECTION 30A (2) OF THE INCOME TAX ACT NO. 58 OF 1962**

4.1. The terms of this Constitution and articles are subject to Provisions of the Liquor Act, 2003, Act No. 59 of 2003 and with the Provisions of Section 30A (2) of the Income Tax Act No. 58 of 1962.

4.2. Should any of the conditions of this Constitution conflict with any of these or other Acts, the relevant Act(s) & Regulations shall, as far as may be necessary, automatically apply to the Club and be considered as included in the Constitution.

#### **5. OBLIGATIONS & OBJECTIVE OF THE CLUB**

5.1. The Club is an association of its members and aims to fulfil all the usual goals of a golf and sports Club. The Club specifically aims to encourage, promote, foster, and support all aspects of the game of golf amongst all members and visitors using the facilities of the Club.

5.2. The Club is not set up for the sole purpose of profit but use profits in a responsible way to ensure the sustainability and longevity of its existence and to the benefit of golf at large.

5.3. The Club shall be non-political, and no person shall be barred from entry or from using the Club's facilities by reason of race, religious denomination, sexual orientation, or any other potentially discriminatory criteria.

5.4. The Club shall operate in accordance with and comply with all statutory requirements and regulations that concern the operating of the Club and allowed to sell or trade in alcohol, mineral/sparkling water, cigars, cigarettes, tobacco, matches, and other related products, as well as the provision of recreational facilities and the sale of equipment relevant to the game of golf and to carry out the business of a restaurant/tuck shop and to obtain the necessary statutory provincial and municipal licenses and permits for such trade.

5.5. The Club must be affiliated to the Boland Golf Union and other Unions as considered proper and to the benefit of the Club and its members as needed from time to time.

5.6. The Club is allowed to collect or raise money to ensure the continued viability of the Club, inter alia by Membership Fees, subscriptions, contributions, levies, entrance fees, fundraisers, green fees, competition fees, lease of golf buggies and sponsorship.

#### **6. RULES OF THE GAME**

The rules of the game of golf as used at the Club shall be "The Rules of Golf and the Rules of Amateur Status as approved by R & A Rules Limited" and the "United States Golf Association", subject however to any such amendments, alterations and additions as are deemed necessary in the opinion of the Committee or Club, to suit the local conditions and circumstances, subject in turn to the condition that such amendments, alterations and additions shall not be in conflict with the aforementioned rules.

## **7. SPECIAL PROVISION FOR HONORARY, TEMPORARY AND RECIPROCAL MEMBERS**

7.1. No person who lives within the Municipal Boundaries of the Overstrand Municipality shall be eligible as an Honorary, Temporary, or Reciprocal Member, apart from:

7.1.1. Where such a person holds a public office, or is a bona fide candidate for Membership, or has conferred a special benefit upon the Club; or

7.1.2. The Committee of the Club resolves that the privileges of Membership should be allowed to such a person whilst taking part in a match or competition.

## **8. MEMBERSHIP**

All members and visitors shall value and promote a spirit of good fellowship and sportsmanship and any person who subscribes to these values may be eligible for Membership and can apply to become a member of the Club. In agreement with the provisions of the Liquor Act, Membership of the Club may consist of the following members:

### **8.1. Golf Membership**

#### **8.1.1. Golf Member**

8.1.1.1. Golf Membership shall entitle such member full access to the facilities and services offered by the Club.

8.1.1.2. Membership fees, and any other prescribed fees per category as decided by the Committee shall be fully paid up on or before 31st March of each year. Voting rights are assigned to this category.

#### **8.1.2. Institutional Membership**

##### **8.1.2.1. Honorary President**

The Committee is empowered to elect one or more Honorary Presidents. The term of office of such an Honorary President shall be on the recommendation of the Committee and shall be ratified by the Members at the Annual General Meeting in terms of Article 19.6.

##### **8.1.2.2. Life Members**

Any person who in the opinion of the Committee has given exceptional service to the Kleinmond Golf and Sports Club may be invited to become an Honorary Life Member of the Club. The committee shall put such recommendation before the Members at the Annual General Meeting in terms of Article 19.6.

##### **8.1.2.3. Honorary Members**

The Committee is empowered to invite any person to become an Honorary member of the Club, under certain conditions and for a period to be decided by the Kleinmond Golf and Sports Club. Such Honorary Membership shall not exceed the period of one year, except for the Committee renewing such Honorary Membership at the end of each year. The Members during the Annual General Meeting shall ratify the appointment in terms of Article 19.6.

#### 8.1.2.4. Country Members

Any person who is an affiliated golf playing member of any other golf Club and who is permanently resident outside the Municipal Boundaries of the Overstrand Municipality, is eligible to join as a Country Member. Membership fees shall be fully paid up on or before 31st March of each year. Country Members will not be eligible

to vote at Special or Annual General Meetings of the Club.

#### 8.1.3. Business Members

Any business, irrespective of domicile, may apply for Business Membership.

8.1.3.1. Such Membership shall be compliant upon the Company at the time of making payment of the annual Membership fees, giving a list of the names of all its representatives.

8.1.3.2. The Committee shall decide the applicable Membership fees for such companies.

8.1.3.3. Membership fees per category and any other prescribed fees as decided by the Committee shall be fully paid up on or before 31st March of each year.

8.1.3.4. All representatives of a Business member shall have the same voting rights as assigned to Golf Members (Article 8.1.1.2.).

#### 8.2. Temporary Golf Membership

The Committee shall have the right to grant the status of Temporary Golf Member to-

8.2.1. Any person who has made a bona fide application to become a member of the Club and whose application has not to date been ratified by the Committee; or

8.2.2. A bona fide participant in a golf match or competition on the course for which he/she has paid the prescribed fees. This shall be applicable for the period for which the fee has been decided.

8.2.3. A golfing visitor to the Club who is a member of any affiliated golf Club elsewhere may be classified as a Temporary Golf Member, provided that such golfing visitor has paid the prescribed fees and shall be afforded the rights of a Temporary Member for the period for which such fee is applicable.

8.2.4. Temporary Golf Members will not have the right to vote at any General Meetings of the Club.

#### 8.3. Social Membership

8.3.1. Social members may have use of all the Club's facilities and services but will not be allowed to make use of the golfing facilities until payment of the applicable fees as set out by the Committee.

8.3.2. No handicap shall be assigned to such non-playing Social Member. The requirements for admission as member are the same as Golf Membership as stipulated in Article 10 of this Constitution.

8.3.3. Membership fees per category and any other prescribed fees as decided by the Committee shall be fully paid up on or before 31st March of each year.

8.3.4. Social members will not have the right to vote but may attend General Meetings of the Club

#### 8.4. Visitors:

A social visitor who wishes to make use of the Club facilities must be signed into the Visitors Book by a member of the Club or staff member and such member shall assume responsibility for the social visitor.

8.5. To become a member, the conditions of Membership as set out in Article 10 of the Constitution must be met in full. All members, except Temporary Golf Members are welcome to attend the Annual and / or Special General Meetings of the Club.

8.6. All members and visitors are subject to the Code of Conduct and Disciplinary Procedures attached as Annexure A to this Constitution.

8.7. Applicable fees for Membership are set by the Committee annually and ratified by the members and attached to this Constitution as Annexure B.

8.8. Voting rights can under certain circumstances be restricted by the Committee.

### **9. RESTRICTION OF THE RIGHTS OF MEMBERS**

9.1. The Committee has the right to accept and to restrict, suspend or stop Membership per category.

9.2. It may restrict Membership about the use of Club facilities as may be decided by the Committee from time to time. Such restrictions may concern only the use of the golf course and Clubhouse at certain times and on certain weekdays.

9.3. From time to time the Committee may amend or repeal any restriction imposed in terms of this section on a member or members, provided that when the Committee exercises this power, it shall, as far as possible, give preference to members.

9.4. Should the Committee decide to exercise its powers in terms of this section, its decision, and any amendment thereof, shall be announced at once by an electronic notice or a notice on the notice board of the Club.

### **10. ADMISSION OF MEMBERS**

10.1. Application for Membership must be made in writing on the prescribed application form attached as Annexure C to this Constitution and must be accompanied by the Membership fee for the first year or rest thereof. A copy of the Constitution and the Code of Conduct and Disciplinary Procedures must go with each application form.

10.2. Every candidate for Membership shall be proposed by one Golf Member in good standing and seconded by a Committee member. The Golf Member must satisfy at least two Committee members of the acceptability of the candidate and introduce the applicant to at least two Committee members. A Committee member must sign the application form as confirmation that these procedures have been fulfilled.

10.3. Should an applicant's application be unsuccessful, a refund of the prescribed fees will be made to such applicant.

10.4. The signature of any applicant for Membership on the prescribed application form will be regarded as a clear indication that the applicant has received and read the documents and is bound by the regulations of this Constitution and the Code of Conduct and Disciplinary Procedures This is applicable for existing and any future regulations that shall be made by the Committee and no person shall be exempted from transgression of these rules on the grounds that a copy of this Constitution together with the Code of Conduct and Disciplinary Procedures has not been received.

The Committee may at its discretion request the candidate to appear personally before the Committee to consider such application.

10.5. Should it become known that any applicant or member has supplied false information of any form to the Club, the Committee maintains the right to summarily dismiss such member. A refund of a part of the Membership fee, if any, will be made at the discretion of the Committee.

10.6. The refund of Membership fees or portions thereof during a normal resignation is a privilege and not a right, and the amount, if any, of such refund will be at the discretion of the Committee.

## **11. MEMBERSHIP FEES AND ANNUAL SUBSCRIPTIONS**

11.1. The Membership Fees which are payable for the various Membership categories will be decided by the Committee from time to time and ratified at the Annual General Meeting.

11.2. Membership Fees are payable on or before 1 March of each year. Should a member not pay by the last day of March of any given year, the Committee will be obliged by the provisions of the Liquor Act to temporarily suspend such Membership.

11.3. The Club Manager will give the names of persons who have not paid their Membership Fees by the last day of March or soonest thereafter to the Committee. Those persons will be advised in writing of the temporary suspension and that not paying the fees due will lead to termination of their Membership.

11.4. Should a once off payment of fees not be possible, member(s) will be allowed to approach the Committee in person no later than 31st March of the year to discuss / make arrangements in terms of payments of the fees.

11.5. Any extension on payment terms will make provision for interest to be charged other than the standard fee as decided by the Committee.

11.6. Any arrangement not honoured will lead to a termination of Membership and the member becoming a Defaulting member as described in Article 12.

11.7. The Committee may suspend or extend the period relating to Membership or Membership Fees for all categories of Membership, a specific title or period of Membership. Such changes shall be ratified at the Annual General Meeting in terms of Article 19.6.

## **12. DEFAULT ON PAYMENT OF MEMBERSHIP FEES OR CLUB ACCOUNTS**

12.1. Any member who does not honour his obligations towards the Club regarding the payment of, a) Membership fees, and b) goods or anything else supplied to the member, within thirty (30) days after it has fallen due, or where terms have been

offered, shall be notified in writing of a temporary suspension, and become a defaulting member with access to Club facilities, software and HNA systems blocked.

12.2. Any defaulting member will be given a period of fourteen (14) days to rectify the situation including Article 11.4 and 11.6 upon which the Committee may decide to strike such members' name temporarily or permanently from the members list after the member has been given the opportunity to be heard.

12.3. Any member who is in default status shall not be exempt from any financial obligations towards the Club or Union. A defaulting member will not be allowed to vote at a Club meeting or take part in the activities of the Club or use the facilities of the Club until such time as the account in arrears has been settled.

12.4. The defaulting member is liable for the payment of interest on the amount in arrears at a rate equal to the rate payable by the Club to its bankers on an overdraft, and interest will be calculated from the date on which the amount has become due until the date of payment thereof.

12.5. Should the Club institute legal proceedings to recover the outstanding debt, the defaulter will be liable for the payment of all legal costs of the Club, calculated on the scale as between attorney and client, including collecting charges.

12.6. However, should the defaulting member offer acceptable reasons for their failure to pay, the Committee may grant a postponement, within which time, the defaulting member shall honour the relevant obligation, upon the fulfilment of which their Membership will be reinstated.

## **13. LADIES SECTION**

13.1. All lady golf members of the Club are an integral part of the Club and free to take part in all competitions, meetings, and Club activities.

13.2. If there are more than 12 (twelve) female Golf members belonging to the Club, lady members are free to align themselves and form the Ladies Section of the Club.

13.3. The Ladies Section has the right to determine rules to control and regulate the Ladies Section; provided that such rules are not in conflict with any Articles contained in this Club Constitution, the Code of Conduct and Disciplinary Procedures or the Rules of the Game (Article 6).

13.4. Any proposed amendment thereto shall require the prior approval of the Committee of the Club.

13.5. The Ladies Captain will be elected at the Annual General Meeting.

13.6. A meeting of the Ladies Section will be held to elect a Vice-Captain and three Additional members who, with the Ladies Captain will form the Ladies Section Committee and decide and report on matters of interest to the Ladies Section to the Committee. This meeting should take place within 30 days of the Annual General Meeting of the Club.



#### **14. MEMBERSHIP REGISTER AND NOTICE TO MEMBERS**

- 14.1. The Club manager shall keep an official register of the names, contact details, and addresses of each Club member.
- 14.2. General notices to members by electronic means or posted on the Club's noticeboard shall be considered as binding on each individual member.
- 14.3. Any special notice sent by whatever means to the address of a member as reflected in the official Club register shall be considered to have been delivered and as such binding.
- 14.4. The onus rests on each member to notify the Club of any change of address.

#### **15. MANAGEMENT OF THE CLUB**

- 15.1. Composition and Tenure- The Club is managed by a duly elected Committee consisting of the following officials:
- 15.1.1. The President, who is elected for a period of two years. The President shall preside as the Chairman of all General Meetings. In the absence of the President at the General Meeting, the Vice-President shall function as Chairman.
- 15.1.2. The Vice President, who is elected for a period of two years. In the absence of the President at the General Meeting, the Vice-President shall function as Chairman.
- 15.1.3. The Club Captain, who is elected for a period of two years. The Club Captain shall serve as Chairman at all committee meetings and is entitled to representation and full voting rights at all sub-committee meetings. An elected Club Captain may not serve more than four consecutive years before stepping down for at least one year.
- 15.1.4. The Vice-Captain, who is elected annually. The Vice-Captain shall function as Chairman of the Committee meetings in the absence of the Captain. An elected Vice Captain may not serve more than four consecutive years before stepping down for at least one year.
- 15.1.5. The Ladies Captain, who is elected annually. The Ladies Captain shall (in addition to having a full vote in Committee meetings) serve as Chairperson at all Ladies Committee meetings and is entitled to representation and have full voting rights at all sub-committee meetings of the Ladies Section. An elected Ladies Captain may not serve more than four consecutive years before stepping down for at least one year.
- 15.1.6. The Treasurer, who is elected for a period of one year. An elected Treasurer may not serve more than four consecutive years before stepping down for at least one year.
- 15.1.7. Additional Members, Five (5) members should be elected annually. Additional Members who are elected should not be serving longer than three consecutive years in the same position before stepping down for at least one year or be elected to another position for which they are duly nominated for.
- 15.2. An extension of any Committee members' consecutive years of service as described above, can be brought to the Annual General Meeting but must carry a two-thirds majority vote at an Annual General Meeting and then for only one more term of one or two years, as applicable.

15.3. The Committee shall be elected by a majority vote at the Annual General Meeting.

15.4. The Committee may co-opt any other workforce to the Committee to help with specific aspects for the Committee. Such co-opted Committee Member shall however not be entitled to vote at Committee or Sub Committee meetings.

15.5. Should a Committee Member resign or be unavailable to continue his / her service, the Committee may, if so decided, co-opt any Member to fill the vacated position. In this instance the newly co-opted Member will have full voting rights for the remaining term of office.

## **16. ELECTION OF THE COMMITTEE**

16.1. The members of the Committee shall be elected at the Annual General Meeting by majority vote of the eligible Golf Members, including Life and Honorary Members of the Club as described in Article 8.1 and sub paragraphs.

16.2. Candidates for election to Committee shall be nominated in writing by a proposer and a seconder and accepted in writing by such nominee. Such nomination shall be placed on the Club noticeboard no less than seven days prior to the Annual General Meeting.

16.3. Candidates, proposers, and seconders must be active Golf Members (Article 8.1.1), be in good standing i.e., all fees paid up in time and have a clear disciplinary record for a minimum of the two years preceding the nomination for the Committee.

16.4. Outgoing Committee members are eligible for re-election without being nominated whilst adhering to Article 15.2 and 15.3 above.

## **17. PROCEDURE AT COMMITTEE MEETINGS**

17.1. The Committee shall hold regular Committee Meetings and any member of the Committee who is absent from three consecutive meetings without obtaining leave of absence shall be removed from office.

17.2. A quorum shall consist of more than fifty percent of the elected Committee members.

17.3. The Captain is the Chairperson, or in his absence, The Vice-Captain. Should both be absent a Chairman shall be elected from amongst the members present.

17.4. Should the Committee be unable to reach consensus, then a majority vote will decide the outcome. The Chairman will have a casting vote in the case of a stalemate.

17.5. The Club Manager or designated person shall function as secretary to the meeting and will keep minutes of all decisions that are taken by the Committee. These Minutes shall be kept in a dedicated Minute Book and the Chairperson, and the secretary shall sign all approved minutes.

## **18. POWERS AND DUTIES OF THE COMMITTEE**

### **18.1. The Control and Management of the Club**

18.1.1. The Management of the affairs of the Club and the aims for which it has been set up, rests in the hands of the Committee, who is empowered to conduct such powers of the Club, as per the regulations as set down in the Constitution or agreed to at an Annual or Special General Meeting. Such empowerment shall at no time allow any earlier Committee decision to be declared invalid that which has already been approved.

18.1.2. In compliance with the fiduciary responsibility at the Club and the provisions of Section 30A(2)(a) of the Income Tax Act No. 58 of 1962 (the Act).

18.1.2.1. At least 3 (three) persons, who are not connected persons or in relation to each other must accept the fiduciary responsibility of the Club and no single person may directly or indirectly control the decision-making powers relating to the Club finances.

18.1.2.2. The Club is prohibited from directly or indirectly distributing any surplus funds to any person, other than in terms of subparagraph (iii) of the Income Tax Act No. 58 of 1962 as is followed in clause 25 of this Constitution.

### **18.2. Delegation**

After consideration, the Committee may delegate any of its rights to a sub-committee that shall consist of one or more of its members and/or members of the Club or the Club Manager, except the role of the Disciplinary Committee (Article 20). A Sub-committee shall in the execution of such delegation follow such regulations as are laid down by the Committee and within the Constitution. The Captain shall function as ex-officio member of all sub-committees.

### **18.3. Empowerment**

Without deviating from the general powers of the Committee, it shall also be invested with the following powers:

18.3.1. To open any current, savings investment or other accounts with any approved Bank or financial institution and to conduct any business that is to be decided, and to draw, sign, countersign, endorse, negotiate, or issue any bills of exchange, promissory notes, cheques or other transferable or negotiable transactions. All cheques or other documents which have bearing on the property of the Club, shall be signed by two or three persons nominated by the Committee.

18.3.2. To use and manage Club funds within the income and expenditure of the Annual Budget with the understanding that radical structural changes to the Clubhouse and the existing golf course may only be affected with the approval of not less than two-thirds of the members with voting rights present at a Special Meeting or Annual General Meeting.

18.3.3. To set down, change or revoke any regulations necessary for the management of the Club provided that such regulations, modifications, and revocations are affixed to the Club noticeboard at least fourteen days prior to the commencement of such changes.

18.3.4. To institute, defend, conduct, compromise, or take to arbitration in the name of the Club, any case which affects the affairs of the Club, in the case of legal processes, actions, processes, claims, dunning or appeals against the Club.

18.3.5. To buy, sell or negotiate deals on all equipment, supplies, liquid, and solid matter which are required by the persons who use the Club and to run or allow the operation of a restaurant and/or refreshment station.

18.3.6. That the committee is empowered and allowed to engage the services of, and enter into contracts with consultants, contractors and / or any other skilled professions that could advise, investigate, supply services and or goods or any other services that are necessary for the running of the club.

18.3.7. Appoint, suspend, or dismiss any official or employee of the Club and to decide their salaries, wages, benefits, and duties and to arrange the necessary training. All financial information around Club staff is to be managed with sensitivity by the Committee.

18.3.8. Full authority is vested in the Committee to decide all fees and dues subject to the ratification by the Annual General Meeting in terms of Article 19.6.

18.3.9. To grant permission to non-members to make use of the Club subject to the conditions laid down by the Committee or to refuse such permission at the discretion of the Committee.

18.3.10. Arrange and hold competitions and tournaments and to make any special arrangements in this regard.

18.3.11. To arrange the conditions of reciprocity with other Clubs.

18.3.12. To approve candidates for Membership and to terminate Membership of any persons who remain in arrears in respect of any debt to the Club as guided by Section 12 and sub paragraphs of the Constitution.

18.3.13. To settle all complaints and matters in dispute between Members, officials and or employees of the Club on condition that the Committee is requested to do so by one or more of the persons concerned, including disciplinary steps. In such cases the complaint and contents must be in writing. The procedures described in the Code of Conduct and Disciplinary Procedures should be followed. (Annexure A).

18.3.14. Any person directly concerned with any sanctions may appeal against the decisions of the Committee as described in the Code of Conduct and Disciplinary Procedures.

18.3.15. To formulate any local rules regulating play. These regulations shall be placed on the noticeboard and may at the discretion of the Committee be implemented at any time.

18.3.16. To draw up a statement of Income and Expenditure and a Capital Budget to be presented to the Annual General Meeting for approval.

18.3.17. To keep acceptable financial records, following General Accepted Accounting Principles, and a register of Membership.

18.3.18. To acquire, purchase, sell, let, hire and/or mortgage any immovable property, subject to the approval of not less than two-thirds of the Members with voting rights present at a Special General Meeting or an Annual General Meeting.

## **19. GENERAL MEETINGS**

General Meetings of the Club shall consist of Annual General Meetings and Special General Meetings.

### **19.1. Annual General Meetings**

The Financial Year End shall be 28 February where after the Annual General Meeting will be held at a time and place as determined by the Committee, but no later than 30 April of each year. The Committee shall present properly audited financial statements of the Club together with a Budget for the coming year as well as a report on the Club's activities.

### **19.2. Special General Meetings**

19.2.1. A Special General Meeting may be called upon receipt of a written request or at the request of the Committee. A written request must have the names of and be signed by no less than 25 members, eligible to vote.

19.2.2. Clarification must be given for the reason for such meetings. At the Special General Meeting only such motions for which such a meeting has been convened will be discussed. No other items will be entertained, and no discussions will be allowed on items that are not included on the agenda.

### **19.3. Notice of General Meetings**

A notice sharing the day, time, place, and matters arising on the agenda for the General Meetings shall be notified to members electronically and placed on the noticeboard of the Club 21 days before the Annual General Meeting and seven days before a Special General Meeting. It is not essential that each voting member of the Club receive such notification per post, and non-receipt of an electronic notice does not invalidate such notice.

### **19.4. Quorum at General Meetings**

A quorum at any General Meeting is twenty-five voting members and no meetings can be held without such quorum. Should a quorum not be present within fifteen minutes of the proposed time of the meeting, the meeting will be adjourned to the same time and place the following week. The members who are present at this second meeting shall form a quorum and the meeting will be formally constituted.

### **19.5. Powers and Procedures of a General Meeting**

19.5.1. A General Meeting may be empowered by voting on any agenda points without overruling the powers vested in the Committee. Where such ruling conflicts with any decision of the Committee, the General Meeting is empowered to refer the matter back to the Committee for reconsideration.

19.5.2. The Annual General Meeting has the power to ratify the Entrance Fees and Membership Fees as decided by the Committee and to formulate the conditions applicable to the admission of visitors in terms of Article 19.6.

19.5.3. The Annual General Meeting elects the President, Vice-President as well as the Committee in compliance with the regulations as set out in this Constitution.

19.5.4. The Annual General Meeting will elect an auditor and ratify the remuneration in respect of the previous year's auditing.

19.5.5. The Annual General Meeting is empowered to ratify any Honorary President, Life Members, and Honorary Members as proposed by the Committee from time to time.

19.5.6. The Annual General Meeting shall ratify the Income and Expenditure and Capital Budgets of the Club for the new fiscal year.

19.5.7. Any other matters which members wish to have under consideration on the Agenda must be handed to the responsible official of the Club fourteen days prior to the meeting and circulated to Members.

19.5.8. The Minutes of the previous Annual / Special General Meetings shall be read and approved at the commencement of the Annual General Meeting.

19.5.9. In case of the Annual General Meeting, the Captain's report and the Financial Statements of the Club shall be dealt with thereafter.

19.5.10. No motions may be tabled on the agenda under the item "General Discussion".

19.6. Voting at General Meetings:

19.6.1. Only eligible Life Members and Golf Members – as describe in Article 8.1 and sub paragraphs, whose Membership is in good standing with all fees paid up in time and have a clear disciplinary record for a minimum of the one year preceding the General Meeting, will have voting rights privilege.

19.6.2. All votes shall be by a show of hands, except when five or more voting Members present request that such vote shall be by a ballot paper. In all instances, the Chairman shall have the casting vote in case of a tie.

19.6.3. All members of the Club are entitled to attend the meeting and may be allowed to address the meeting at the discretion of the Chairman.

## **20. DISCIPLINE**

20.1. The Committee shall appoint the Disciplinary Committee annually and have the authority to investigate all disciplinary matters and to make recommendations to the Committee as to the proper action to be taken.

20.2. The Disciplinary Committee shall assume responsibility for Club discipline and will be made up by the President, Captain, and Ladies Captain of the Club.

20.3. Should any member be in breach of, or be suspected of being in breach of this Constitution, the Code of Conduct and Disciplinary Procedures of the Club, or be guilty of improper, dishonest, or unworthy conduct, or fail to make any payments after proper notice of monies due to the Club on due date, or is guilty of any action which is deemed to be in conflict with the interests of the Club, be this either in or outside of the Club premises, such member will be liable to disciplinary action by the Disciplinary Sub- Committee.

20.4. The Code of Conduct is attached to this Constitution as Annexure A.

## **21. RIGHT OF APPEAL**

The guidelines in the Code of Conduct and Disciplinary Procedures should always guide the relevant Committee.

21.1. Any member who is a party to any dispute determined by the Disciplinary Committee as provided for in Article 20, has been sanctioned or who is expelled or called upon to resign by the Disciplinary Committee, shall have the right to appeal against the decision by giving notice to that effect to the General Manager and Club Captain within seven (7) days of its decision.

21.2. Where a member has been expelled or called upon to resign and an appeal has been lodged, the Committee decision shall remain in abeyance, but the Member concerned shall be precluded from all privileges of Membership from the date of such decision until the decision of the Committee on the appeal has been obtained.

## **22. RESIGNATIONS**

Any member who resigns from the Club must do so in writing before 28 February, failing which the member shall be liable for a pro rata subscription fee for the year in which such member resigns.

## **23. RISK**

23.1. Any member, visitor or private person entering the premises of the Club, shall do so at his sole and entire risk. The Club shall not be liable for any loss, damage, or injury, including consequential loss, to any person or his property whilst such person or property still is on the Club premises, howsoever or whomsoever the same may be caused.

23.2. Notification of the risk and liability of the Club shall be posted at strategic access points to the Club as well as the Clubhouse and any member, visitor, or private person should inform themselves of the risks. The Club shall consider such notification as being sufficient information on the risks, and as binding to everyone any member, visitor, or private person.

## **24. GENERAL**

24.1. Any member of the Club is entitled to lodge a complaint about any aspect of the Club, on condition that such complaint is sent to the responsible official of the Club in writing.

24.2. The unauthorised playing of any game of any description is prohibited on the property of the Club be it by members, visitors, or members of the public.

24.3. Any correspondence, from the Club, be they accounts, or notices shall be posted by electronic mail to the members last known address. The posting of such correspondence shall be considered to follow the regulations of the Constitution. Notice of payments in arrears or any correspondence that could lead to the suspension of Membership must be posted by registered

mail or courier and receipts for such postage must be kept by the responsible official or handed over in person to the member, with an acknowledgment of receipt from the member.

24.4. All cups and trophies will remain the property of the Club unless otherwise stipulated. Holders of cups and trophies will be held responsible for the return of these items to the Club within ten months after they have been awarded or within 1 week upon request by the Club to do so.

24.5. Afrikaans and English shall enjoy equal status, but should a dispute arise about the interpretation between English and Afrikaans, such dispute will be referred to the Committee for final resolution and the Committee shall in such instance have final and binding authority and no appeal will be entertained in this regard.

## **25. DISSOLUTION OF THE CLUB**

25.1. The Club may be dissolved only by a two-thirds majority of Members with voting rights at an Annual General Meeting or a Special General Meeting after due notice has been given per Article 19.3.

25.2. In case of the dissolution of the Club in terms of a resolution of the last Annual General Meeting or a Special General Meeting, the assets shall be donated or transferred to another association with objects similar to those of the Club and which is itself exempt from income tax in terms of section 30A of the Income Tax Act No. 58 of

1962, or to a public benefit organisation contemplated in paragraph (a)(i) of the definition of a "public benefit organisation" in section 30(1) which has been approved in terms of section 30(3) of the Income Tax Act No. 58 of 1962.

25.3. If at that meeting a dispute arises as to the allocation of the assets the matter shall be referred to the Boland Golf Union for a decision.

25.4. The Club will not pay excessive payment to any person having regard to what is generally considered reasonable in the industry and in relation to the service given, nor may any reward be decided as a percentage of any amounts received or gained to the Club.

## **26. AMENDMENTS TO THE CONSTITUTION**

Amendments to the articles of this Constitution may only be made at a Special or Annual General Meeting, with the approval of no less than a two-thirds majority of the voting members present. The procedure for such a meeting as described in Article 19.6 above must always be adhered to.

## **27. REPEAL OF OLD CONSTITUTION**

27.1. The existing Constitution and amendments to the Constitution made from time to time, is repealed on the date of acceptance and signing, at a properly constituted Annual / Special General Meeting, of this Constitution and Articles of the Club.



27.2. This Constitution and Articles shall come into force on the date set out on the foot hereof as approved by an official Annual General Meeting and upon signing hereof by the President and Captain of the Club.

PRESIDENT:

Date:

CAPTAIN:

Date:

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