

**MBOMBELA GOLF CLUB
CONSTITUTION**

CONSTITUTION

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PREAMBLE: It is recorded that, notwithstanding the date of the Constitution, the Mbombela Golf Club was founded on the 24th November 1928.

1. NAME

The name of the Club is and shall be the "**MBOMBELA GOLF CLUB**".

2. INTERPRETATION

In this Constitution, except in a context indicating that some other meaning is intended:

- 2.1 "affiliated club" means a golf club in the Republic of South African that is a paid-up member of the South African Golf Association;
- 2.2 "annual membership fee" means such a sum as determined by the Management Committee from time to time and is due on the 1st July of each year;
- 2.3 "entrance fee" means the amount payable by an applicant for the right to join the club;
- 2.4 "club" means the Mbombela Golf Club;
- 2.5 "Constitutional Institutions" means an institution as defined in Schedule 1 to the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.6 "executive committee" means a committee comprising of the Captain, Vice-Captain, Treasurer, Honorary Secretary and General Manager;
- 2.7 "game" means the game of golf;
- 2.8 "good standing" means a member not under suspension and whose membership fee is not more than two (2) months in arrears;
- 2.9 "management committee" means the Management Committee consisting of the Captain, Vice-Captain, Treasurer, Honorary Secretary, Ladies Captain and five (5) elected Members.
- 2.10 "Major Public Entities" means an entity as defined in Schedule 2 to the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.11 "member" means a person who applied for membership and was as such duly accepted;
- 2.12 "non-timesheet days" means all days of the week except Wednesday afternoon, Saturday, Sunday and Corporate days;
- 2.13 "organization" means a company as defined in Chapter 1 Part A of the Companies Act, 2008 (Act No. 71 of 2008), sole proprietorship, partnership, Municipalities, Provincial Government Departments, National Government

Departments, Constitutional Institutions, Major Public Entities and/or Other Public Entities;

- 2.14 "Other Public Entities" means an entity as defined in Schedule 3 to the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.15 "partnership" means an agreement between two and a maximum of 20 partners who manage the partnership in accordance with a partnership agreement. A partnership is not a separate legal person, since the rights, duties and liabilities of a partnership belong to and bind the partners individually;
- 2.16 "sole proprietorship" means a business owned by one person. This type of business is not a separate legal entity as the owners enters into all transactions in their personal capacity. There are no agreements or articles stipulating how the business must be managed. The sole proprietor is the owner of all the business' assets and is responsible or fully liable for all the business' debts. The sole proprietorship terminates when the owner stops carrying on business; and
- 2.17 Expressions in the singular also denote the plural, and vice versa:
- 2.17.1 words and phrases denoting natural persons refer also to juristic persons, and vice versa;
- 2.17.2 pronouns of any gender include corresponding pronouns of the other gender; and
- 2.17.3 the headings shall not be treated as forming part of the Constitution, as such headings are for convenience of reference only.

3. LEGAL STATUS

- 3.1 The Club is and shall continue to be a distinct and separate legal entity with the power to acquire, to hold and to alienate property of every description whatsoever and with the capacity to acquire rights and obligations and having perpetual succession.
- 3.2 The Club is and shall be a juristic person and can act and be acted against in its own name.
- 3.3 The property and funds of the Club vest in the Club as a juristic person and no member of the Club shall be liable for the debts of the Club.

4. RULES OF THE GAME

The rules of the game of golf shall be those of the Royal and Ancient Golf Club of St. Andrews, subject, however to such modifications, alterations and additions as may be necessary in the opinion of the Management Committee, to suit local circumstances and conditions, provided that such

modifications, alterations and additions shall not be inconsistent with the aforementioned rules.

5. POLICY

The Club shall, in carrying out its objects and in all its activities and functions at all levels:

- 5.1 observe the principles that:
 - 5.1.1 the game should be played, administered and promoted on a non-racial, non-political and democratic basis;
 - 5.1.2 subject to the provisions of this Constitution, all persons, irrespective of race, colour, creed or gender, should have the right, in whatever capacity, to participate in the game and activities of the game at the Club;
- 5.2 forbid any form of discrimination based on race, colour, creed or gender.

6. OBJECTIVES

6.1 MAIN OBJECTIVES

The aim of the Club is to promote, to advance and to encourage the game of golf by:

- 6.1.1 Promoting the game of Golf and to encourage social interaction between the members of the Club;
- 6.1.2 Establishing and maintaining a Club for the accommodation of members and generally to afford to members all the privileges, advantages, conveniences and accommodation of a Club;
- 6.1.3 Fulfilling the bona fide, general objective and functions of a Club by undertaking such activities as may be reasonably necessary and/or incidental to such objectives;
- 6.1.4 Generally protecting the common interest of its members and taking all possible steps necessary to satisfy this aim;
- 6.1.5 Arranging tournaments competitions and championships;
- 6.1.6 Affiliating to one or more recognized Golf Unions or Golf Associations;
- 6.1.7 Acquiring by purchase, lease or otherwise, golf links and ground, to lay out and prepare the same for the game of golf and other appurtenances and convenience for the Club. To deal in and sell all equipment for the game for the profit of the Club, unless a professional

has been appointed who would be empowered to retain the profit from the sale of equipment for himself;

- 6.1.8 Selling and dealing in liquor mineral/aerated water, cigars, cigarettes, tobacco, matches, other related products as well as refreshments, foodstuffs and golfing equipment in accordance with the provisions of the current Liquor Act, and by obtaining the necessary statutory, provincial and municipal licenses and permits necessary for the above. Provided that the activities of the Club shall not otherwise undertake any business, including inter alia, ordinary trading activities, speculative transactions, divided stripping activities and the purchase of property with the intention to obtain rental income there from.
- 6.1.9 Borrowing or raising money on loan on the security of the assets of the Club, and investing and dealing with moneys of the Club not immediately required. Funds available for investments may only be invested with registered financial institutions as defined in The Financial Institution (Investment of Funds) Act, Act No. 39 of 1984 and in securities listed on a licensed Stock Exchange as defined in The Stock Exchange Control Act; Act No. 1 of 1985; and
- 6.1.10 Being a good corporate citizen and acting in a responsible manner to the community, environment, employees and members.

6.2 A NON-PROFIT ORGANISATION

- 6.2.1 The Club is a non-profit organization and the activities of the Club will be carried on in a non-profit manner;
- 6.2.2 The property and income of the Club, received from whichever source, shall be applied solely for the advancement of the objectives of the Club as set out in section 6.1 of this Constitution, and no property or surplus funds shall be paid or transferred in any way, directly or indirectly to any person during the existence of the Club, on the understanding, however, that nothing herein contained prohibits the Club to compensate in good faith any employee or any member of the Club for actual services rendered to the Club; and
- 6.2.3 The Club will, however, not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor will any remuneration be determined as a percentage of any amounts received or accrued to the Club. This shall not disallow a bona fide bonus or incentive to improve productivity of employees of the Club.

7. MEMBERSHIP

- 7.1 Any person who subscribes to the values of the Club shall be eligible for membership and may apply to become a member of the Club.
- 7.2 The payment by or on behalf of a member of his first membership fee shall be acknowledgement by such member that he/she shall comply with the provisions of the Constitution of the Club, the Code of Conduct and is bound by the Rules and Regulations of the Club, that have been or may hereafter be made by the Management Committee, and that he accepts the ruling of the Management Committee in all cases. No person shall be absolved from the effects of the Constitution, the Code of Conduct and the Rules and Regulations in the plea of not having received a copy of them.
- 7.3 Membership of the Club shall comprise various categories of members and the persons qualifying to apply for and be members under each of the membership categories are as set out in section 7.4 of this Constitution. The Management Committee is empowered to change membership classifications from time to time.
- 7.4 Membership of the Club shall consist of the following categories of members:

7.4.1 Full Membership

Such a member shall be entitled to all privileges of the Club on payment of the necessary fees and shall be entitled to vote at Annual or Special General Meetings.

The following categories are deemed to be Full Members:

7.4.1.1 Ordinary members

Any person who is thirty five (35) years of age and older who has been elected as such and who does not fall into another membership category.

7.4.1.2 Partner member

Any person who is married to a members, that is classified as holding Full Membership of the Club, or who satisfies the Management Committee that he or she is in a lifetime relationship akin to marriage with a member that is classified as holding Full Membership of the Club.

7.4.1.3 Under 30 members

Such members have not turned thirty (30) years of age at the time of application for membership or have not turned thirty (30) years of age at the time of renewing the membership.

7.4.1.4 Senior members

Any person sixty (60) years of age or over and who have been Members in good standing for more than five (5) years.

7.4.1.5 Week day members

Week day members shall be those to whom Club facilities shall be available as Full Members on non-timesheet days from Monday to Friday and shall not be allowed to participate in official Club competitions on Wednesdays and during weekends except by permission of the Management Committee in which case visitors' fees are payable. Social membership facilities, however, shall be available to them at all times. Week day members shall not be entitled to vote at any Annual General Meetings and/or Special General Meetings.

7.4.1.6 Development/Disadvantaged members

Any person who is in full time employment that receives an annual salary of less than R180 000 and which the management committee, at their sole discretion, believes requires dispensation in order to afford membership with the club.

7.4.1.7 Honorary life members

Proposals for Honorary Life Membership shall be tabled at an Annual General Meeting and shall be submitted to the Management Committee for approval two (2) months prior to the relevant Annual General Meeting.

Each proposal shall be signed and submitted by two (2) proposers and two (2) seconders in good standing and shall include motivation for the submission. If approved by the Management Committee, the submission and motivation shall be displayed on the Notice Board for a period of two (2) weeks before the specific Annual General Meeting. Election shall be granted when no fewer than 90% of Full Members present vote in favour of the proposal. Voting shall be by ballot or by show of hands at the discretion of the Chairperson.

Honorary Life Members shall not be liable to pay any membership and playing fees but shall be liable to pay the affiliation fees, handicap and competition fees due to Club.

7.4.2 Junior members

- 7.4.2.1 Any person who is under the age of eighteen (18) years of age at the time of application for membership or has not turned eighteen (18) years of age at the time of renewing membership;
- 7.4.2.2 A Junior Member whose membership fees have been paid shall be deemed to be a Junior Member for the whole of that year; and

- 7.4.2.3 Shall not be entitled to vote at Annual or Special General Meetings.

7.4.3 Student members

- 7.4.3.1 Student membership is available for persons under the age of twenty five (25) at the time of application for membership or who have not turned twenty five (25) years of age at the time of renewing membership, and who are registered full-time students or employees under a registered apprenticeship with a nationally recognized institution; and
- 7.4.3.2 Student members shall not be entitled to vote at Annual or Special General Meetings.
- 7.4.3.3 The Management Committee shall have the right, on application by a student, to extend the age restriction as set out in section 7.4.3.1.

7.4.4 Corporate members

A Corporate member may nominate five (5) of its employees as members of the Club. The following rules shall apply:

- 7.4.4.1 An application for Corporate membership shall be submitted and signed by a duly authorized official of the organization in compliance with section 8 of this Constitution.
- 7.4.4.2 Persons nominated by the authorized official, as described above, may be substituted at any time by the authorized official, as described above. Such nominee members shall have no rights to any other categories of membership.
- 7.4.4.3 Nomination and substitution shall be by way of written application and sections 8, 9 and 10 of this Constitution shall apply.
- 7.4.4.4 The organization shall be liable for payment of the agreed annual membership fees irrespective of whether the organization actually nominates its allocated number of nominee members. No refund shall be made if any nominee does not use the Club facilities in any particular year.
- 7.4.4.5 An organization which defaults on payment of amounts due to the Club, shall be treated as a defaulter in terms of section 15 of this Constitution.
- 7.4.4.6 All the provisions of this Constitution and the Code of Conduct will apply to Corporate nominee members, except that

nominee members are not eligible for election to the Management Committee nor shall they or their organization have any voting rights.

- 7.4.4.7 The Management Committee may terminate the corporate membership of any organization at the end of any financial year upon two (2) months written notice.
- 7.4.4.8 Default under section 15 of this Constitution or misconduct by any one or more nominee members under section 17 of this Constitution shall entitle the Management Committee to expel or suspend that nominee member, or to require the corporate member to withdraw or substitute the offending nominee member, or to summarily terminate the corporate membership of the organization.
- 7.4.4.9 If the corporate membership of the organization is terminated, the membership privileges of the nominee members of the organization shall immediately terminate and the Club shall not be liable to a refund of any portion of the membership fees.
- 7.4.4.10 The resignation of a corporate member shall automatically terminate the membership privileges of its nominee members.

7.4.5 Country members

- 7.4.5.1 This membership shall only be extended to members in good standing of other affiliated Clubs and who are not ordinarily resident, nor ordinarily employed, nor carries on business or practice, within a radius of thirty (30) kilometres of the Club house, or who, in the view of the Management Committee is unable to make use of the ordinary facilities and amenities of the Club at regular or frequent intervals. A Country Member will be entitled to play one (1) round of golf per month at the rate payable by an Ordinary Member of the Club.
- 7.4.5.2 Any person desiring to be classified as a Country Member shall submit an application in writing to the Management Committee, setting out the circumstances that render it impossible for him to make regular or frequent use of the Club facilities and amenities.
- 7.4.5.3 Country Membership shall be granted at the discretion of the Management Committee, and the Management Committee may, at any time, reclassify any member who has been granted Country Membership. Notice of the intention of the Management Committee to reclassify any member shall be

given the member concerned, and the member may be invited by the Management Committee or by a member of the Management Committee delegated for the purpose to furnish such information that will enable the Management Committee to arrive at a final decision.

7.4.5.4 Country members shall not be entitled to vote at Annual or Special General Meetings.

7.4.6 Social members

7.4.6.1 Social members shall be those who are not Full Members, but to whom all other amenities and facilities of the Club are available, with the proviso that they may play golf if they so wish on payment of the fees normally charged to unaffiliated visitors, with no restriction on the number of times they may play, provided this is approved by and in consultation with the Captain and General Manager.

7.4.6.2 Social members shall not be entitled to vote at Annual or Special General Meetings.

7.4.7 Honorary Members

7.4.7.1 Honorary membership shall be for such period as the Management Committee may determine and may be cancelled at any time by the Management Committee.

7.4.7.2 The Management Committee, in its discretion, may decide what benefits, monetary or otherwise, any person upon whom it is described to bestow an honour for receiving national colours or for whatever other achievement will be entitled to and for whatever limited period in time, but not for life.

7.4.7.3 The Management Committee shall annually review whether such granted membership should be renewed.

7.4.7.4 Any of the following persons may be admitted as Honorary members by the Management Committee:

- Touring professionals based at the Club whilst playing as such;
- Persons engaged in any match, competition or tournament held at the Club;
- A member of a Management Committee or official of the Golf Association to which the Club is affiliated, whilst

such Management Committee member or official is at the Club on official business;

- Presidents and Captains of similar Clubs who have introduced themselves to the General Manager; and
- Persons who are considered by the Management Committee by reason of their office or position or otherwise to be appropriate to be admitted.

7.4.7.5 A Honorary member shall not be liable to pay any membership fees but shall be liable to pay affiliation, handicap, green and competition fees due to the Club.

7.4.8 Temporary members

7.4.8.1 Temporary membership shall be conferred on persons who apply for such membership. Such membership shall be deemed to have been given on receipt of the prescribed fee by the Club and the issue of a temporary membership card, duly signed and dated by the General Manager. Temporary membership granted to such person shall be ratified retrospectively, at the subsequent Management Committee meeting. Such temporary membership card or form shall clearly state the name, address and the period for which temporary membership has been granted. This card shall be in the possession of the person to whom it was issued and shall be produced on demand to any Management Committee member or Club official whilst on Club premises. A record of all temporary memberships granted shall be maintained.

7.4.8.2 Members shall be allowed to introduce visitors. Visitors who pay to play golf are deemed to be temporary members for the day. A member introducing any visitor shall be responsible to the Club for the conduct and behaviour of such visitor. All visitors and the introducing member must sign the Visitors Book. A visitor shall mean a person who does not reside within the Magisterial District of Mbombela. A local golfing visitor shall mean a person who resides within the Magisterial District of Mbombela and plays golf. A local golfing visitor shall have and enjoy all the privileges of a member but he may not be introduced for the purposes of playing golf, more than once in every six (6) months, save and except on a Club open invitation day.

7.4.8.3 Temporary members shall not be entitled to vote at Annual or Special General Meetings.

7.4.9 Remote members

Golfers living outside of the Mpumalanga Province and who are not members of other affiliated Clubs can apply for remote membership. Use of the Club facilities will be the same as that of Full Members, but Remote members will not have a vote at the Annual or Special General Meetings.

7.4.10 Reciprocity members

Shall be a member of another affiliated Club with which a formal reciprocal arrangement of membership has been concluded.

Reciprocal members will not have a vote at Annual or Special General Meetings.

- 7.5 A member shall not be entitled to alienate his membership or any entitlement thereto.

8. APPLICATION FOR MEMBERSHIP

- 8.1 Application for membership must be made in writing on the prescribed form and be handed in to the General Manager.
- 8.2 Each application must be accompanied by the payment of a deposit determined by the Management Committee. The deposit will be off-set against the fees due and is refundable if the application should be turned down.
- 8.3 Applications must be accompanied by an indemnity certificate issued by the Manager or Secretary of the Applicant's former Club, certifying that all monies owing by the Applicant to that Club have been settled.
- 8.4 An application for Junior Membership must be countersigned by a parent, guardian, grandparent, step-parent or sponsor of the applicant who will, by signing the application, accept responsibility for the conduct of and liability for any debts to the Club incurred by the Junior Member.
- 8.5 Subject to section 8.14 of this Constitution, every candidate for membership shall be proposed by two (2) Full Members and seconded by two (2) Full Members. These members shall have been such members of the Club for at least two (2) years. The proposers and/or seconders of the candidate must satisfy at least two (2) members of the Management Committee of the candidate's acceptability and must introduce him to these two (2) Management Committee members. These two (2) Management Committee members shall sign the application form to indicate that these procedures have been followed.

- 8.6 The application form shall be posted on the notice board for a period of at least fourteen (14) days, after which it shall be submitted to the Management Committee.
- 8.7 Objections to any applicant must be lodged with the Management Committee in writing within the last day of the display. Such recommendations in favour of, or objection, must be subsequently motivated and signed and shall be regarded and treated in strict confidence by the Management Committee. Under no circumstances shall the contents thereof or the identity of the signatory(s) be made known outside the Management Committee.
- 8.8 If two (2) or more members of the Management Committee vote against the admission of the candidate, the application for membership shall be turned down without giving any reason to the applicant and such a person may not apply for membership of the Club again for a period of twelve (12) months.
- 8.9 A candidate who has been elected in the above way will be officially notified and will be provided with a copy of this Constitution. Joining as member of the Club is regarded as the candidate's acceptance of the binding powers of this Constitution. Non-receipt of the Constitution shall not be an excuse for any contravention of this Constitution.
- 8.10 The Management Committee shall have the power to cancel the election of an Applicant at any time, if after the election of the Applicant it appears that he had been elected under a misapprehension or mistake as to identity or owing to materially incorrect information regarding his character or position. Such a person will not be entitled to any refund of his entrance fee and/or membership fee.
- 8.11 The Management Committee may, at its discretion, request that an applicant for membership appears personally before the Management Committee in order to consider his application.
- 8.12 If the applicant has complied with the requirement of sections 8.1 to 8.5 of this Constitution, the applicant will be entitled to the use of the Club's facilities until the applicant's application is considered.
- 8.13 A new member who fails to pay the amount due in respect of the entrance fee and annual membership fee within a period of thirty (30) days of the date of the General Manager's letter requesting payment shall cease to be a member.
- 8.14 Any person who wants to apply for membership of the Club, but who cannot comply with the provisions of section 8.5 of this Constitution regarding proposers and seconders, may request the Management Committee to propose and second his application. A letter of recommendation from the

Golf Club where the applicant is currently a member or last held membership, must accompany his application.

- 8.15 A candidate may withdraw or amend his application at any time before the meeting of the Management Committee to consider the same.

9. ENTRANCE FEES

- 9.1 The Management Committee in its discretion shall from time to time determine the entrance fee payable for each category of membership and shall have the right to decrease the entrance fee in particular circumstances of individual cases.
- 9.2 All entrance fees payable by the various categories of membership shall become due and payable within thirty (30) days after election.
- 9.3 No entrance fees shall be payable by temporary members, honorary members or honorary life members.
- 9.4 A member changing membership to a category of membership which has a higher entrance fee than the entrance fees paid by a member to that date, shall be obliged to pay the difference between the entrance fees payable at that time for the relevant categories.
- 9.5 The Management Committee may, in its discretion, decide upon any reduction of entrance fee for the immediate family of a Full Member. The immediate family will include the member's spouse or partner and dependents up to the age of twenty one (21), unless a dependent is a full-time student, in which case the age limit shall be twenty five (25).

10. MEMBERSHIP FEES

- 10.1 The membership fees payable by the various categories of membership shall be such sum as the Management Committee shall from time to time determine but not increase in excess of twenty (20) percent above the prevailing fee may take place without the approval of Full Members given at a General Meeting or a Special General Meeting.
- 10.2 No membership fees shall be payable by Honorary members or Honorary Life members.
- 10.3 Members joining during a year shall be liable to pay a pro-rata portion of the annual member fees for that year.
- 10.4 Members joining during a year shall be liable to pay the full affiliation fees due to the parent body of the Club for that year.
- 10.5 The Management Committee shall give at the latest by the 30th of June of each year notice to all members of its intention to increase any annual member fees.

- 10.6 Subject to section 10.7 of this Constitution, membership fees shall be due and payable by 31st of August of each year.
- 10.7 A member who, before the 16th of July in the year in respect of which the membership fees are payable, establishes a bank debit order to the satisfaction of the General Manager may pay the annual membership fee in ten(10) equal monthly instalments together with an administrative fee as determined by the Management Committee, thereon from the 1st day of July. If the member defaults in any one

(1) payment, the whole unpaid balance of the membership fee shall immediately become due and payable.
- 10.8 A member who does not give notice to the Club before the 30th of June in any year of his resignation shall be liable for the full amount of the following year's membership fee, provided that the Management Committee may decide otherwise in its sole discretion.
- 10.9 Unless other arrangements have been made as set out in section 10.7 of this Constitution, a member whose membership fee remains unpaid as at 31st of August of the year in which membership fees become due and payable, shall be classified as a visitor and be liable for unaffiliated visitor fees.
- 10.10 No membership fees or any part thereof shall in any case be returned to a member. A member may not transfer his membership or membership fees to any other member or Applicant for Membership.
- 10.11 The Management Committee may, in the interest of the Club, impose a levy or debenture on condition that such imposition shall only be imposed with the approval of members at an Annual General Meeting or Special General Meeting with the proviso that the total of such levy or levies shall not in any financial year exceed thirty (30) percent of the annual subscription payable by any specific category of member. Any decision taken in this regard shall be binding on all members, and any member in default shall with immediate effect lose all privileges as a member of the Club.
- 10.12 If a member transfers membership from one category of membership to another during the course of a calendar year and the membership fee for the category of membership to which the member is transferred is more than the membership fee of the category from which he has transferred, the member shall be obliged to pay the difference between the membership fee payable for the new category of membership and that payable for the old category of membership, appropriately pro-rated for the periods of the year that the member has been in the different categories of membership.
- 10.13 If a member transfers membership from one category of membership to another during the course of a calendar year and the membership fee for the

category of membership to which the member is transferred is less than the membership fee of the category from which he has transferred, no adjustment will be made and no refund will be given, unless the Management Committee in its sole discretion decides otherwise.

11. REGISTER OF MEMBERS AND NOTICES TO MEMBERS

- 11.1 A register of members of the Club mentioning the name, address, contact details and category of membership of each individual shall be kept on the Club premises.
- 11.2 General Club notices to members shall be posted on the Club notice board and shall be regarded as sufficient notice to each individual Club member.
- 11.3 A special notice shall be considered to be properly delivered if it is posted, faxed or electronically transmitted to the address recorded in the above register.
- 11.4 It is the duty of every Club member to advise the General Manager of the Club immediately of any change of address details.

12. LIABILITIES, DUTIES AND RIGHTS AND PRIVILEGES OF MEMBERS

- 12.1 A member who has discharged all his duties in terms of this Constitution shall be:
 - 12.1.1 Entitled to speak and vote at a General Meeting of the Club;
 - 12.1.2 Eligible to be elected as a member of the Executive Committee of the Club; and
 - 12.1.3 Entitled to all the rights and privileges derived from his membership of the Club.
- 12.2 Membership of the Club does and shall not give to any member of any category any right, title, interest, claim, demand in or to any of the monies, properties or assets of the Club.
- 12.3 Any member who has been accepted as a member of the Club shall be bound by the Constitution, Code of Conduct, Regulations and Rules of the Club.
- 12.4 The liabilities of members of any class is limited to the amount of unpaid membership fees, including any other amount owing by them to the Club.
- 12.5 At the sole discretion of the Management Committee, a member who fails to discharge his financial indebtedness to the Club within the stipulated period determined by the Management Committee shall have his membership terminated.

- 12.6 Nothing herein contained shall debar the Management Committee from instituting lawful action against a defaulting member to secure payment of an amount due or owing to the Club.
- 12.7 The duties of members shall include
- 12.7.1 The adherence to the terms of the Constitution, Code of Conduct, Regulations and Rules of the Club in their broadest context;
 - 12.7.2 Seemly and gentlemanly conduct at any venue where a game is played;
 - 12.7.3 To act honestly towards the Club and its members;
 - 12.7.4 To act in the best interests of the Club;
 - 12.7.5 To further the objects of the Club;
 - 12.7.6 To act in good faith towards the Club and its members; and
 - 12.7.7 Not to bring the name of the Club into disrepute through any conduct whatsoever whether or not such conduct is associated with the game.

13. TERMINATION OR SUSPENSION OF MEMBERSHIP

- 13.1 A member may terminate his membership at any time, in writing, which shall be addressed to the Club General Manager. Such resignation shall be accepted on the proviso that the member had discharged all his financial obligations to the Club.
- 13.2 If any member should fail to pay any amount owing to the Club, whether for membership fees, levies, entrance fees, goods or services supplied by the Club, or otherwise, howsoever arising, then his membership of the Club may be terminated by the Management Committee on written notice to his last known address. The Management Committee may in its discretion reinstate such person on the payment of all arrear amounts and upon such terms as the Management Committee may decide.
- 13.3 A member shall not be entitled to a refund of his membership fee for the unexpired portion of the year following submission of his letter of resignation.
- 13.4 Membership fees shall be payable within two (2) months after it becomes due and payable and a member who fails to comply herewith, privileges shall be suspended until such time that he/she has complied herewith, but will remain a member while his/her membership fee is unpaid.
- 13.5 Members shall pay every liability incurred by them before leaving the Club premises.

- 13.6 After due warning in writing the Management Committee may after seven (7) days, display on the notice board the name of the member transgressing the rule, and such members shall be ipso facto debarred from the use of the Club until all monies due by him to the Club have been fully paid.
- 13.7 Should the member default to discharge his indebtedness within fourteen (14) days after his name has been displayed as afore stated, he shall ipso facto cease to be a member of the Club, without limiting the right of the Club to adopt measures for the recovery of such debt through civil action.
- 13.8 The Management Committee may however reinstate membership on payment of the indebtedness and on satisfactory explanation.
- 13.9 Should a candidate, ineligible for any reason whatsoever, be inadvertently admitted as a member of any category of membership, the Management Committee may declare his appointment void, and shall give him immediate notice to that effect and shall return his entrance fee, membership fee and levy. The Management Committee shall not be obliged to give any reason for such action.
- 13.10 The Management Committee shall have the power to take such steps as it may deem fit against any member failing to comply with or contravening this Constitution, any of the Regulations and Rules of the Club, any resolutions adopted and rulings made by the Club or its Management Committee, any contract entered into by the Club, any competition established by the Club, or the Rules of the Game; and in general, to take such steps against any member, whose actions, or lack of action in its sole opinion are/is detrimental to the best interests of the Club and the games.
- 13.11 Notwithstanding anything to the contrary contained in this Constitution the Executive Committee may delegate its powers in terms of section 13.10 of this Constitution to a committee, or tribunal, or an ad hoc committee established from time to time for a specific purpose and for a specific period of time, and may for this purpose issue regulations regarding any matter which shall or may be prescribed in terms of this section, including procedure to be observed in the conduct of hearings, the right of appeal, and in general, with regard to any other matter which it deems necessary or expedient to prescribe in order to achieve or promote the objects of this section.
- 13.12 The term "such steps" shall specifically include (but not to the exclusion of any other measure) expulsion, suspension or the imposition of a monetary fine, the amount/s whereof shall be determined by the Management Committee from time to time.
- 13.13 The Management Committee may cause the name of any member whose membership is terminated or who is suspended to be posted on the Club notice board.

14. RE-ADMISSION OF MEMBERS

- 14.1 A member who has resigned and who later wishes to re-join the Club, shall apply to the Management Committee for re-admission. Such application may be granted by the Management Committee on terms and conditions it may consider necessary. The application shall be submitted and dealt with in the manner prescribed in section 8 of this Constitution.
- 14.2 A member who has been designated a defaulter or who has been requested to resign or who has been expelled from membership shall not be eligible for re-admission to the Club, unless re-admission is recommended by a two-thirds (2/3) majority of the Management Committee. The former defaulter shall be liable for the payment of all his outstanding fees to the Club, plus payment of the current entrance fee.

15. MEMBERSHIP FEES IN ARREARS

- 15.1 If any member's membership fees and/or levy/debenture is in arrear for a period of two (2) months, the General Manager shall send him a notice, per registered post, containing a request for immediate payment, and, if no payment be forthcoming within one (1) month from date of notice, the member's name shall be posted on the notice board, so that if payment of the arrear membership fee and/or levy/debenture is not made within one (1) month from the date of such posting, the Management Committee may remove such member's name from the Roll of Members, and he shall forfeit all rights to membership.
- 15.2 If such member wishes to rejoin the Club, he shall conform to the rules applying to applications from membership by members. His application shall not be considered until he has paid his membership fee and/or levy/debenture in arrear and deposited with the General Manager his entrance fee and the membership fee and/or levy/debenture for the year current.
- 15.3 At the discretion of Management Committee a collection/admin fee could be imposed for costs on overdue accounts.

16. SUGGESTIONS

A book shall be kept at the Clubhouse for suggestions by members. The Management Committee shall deal with such suggestions at its next meeting and if deemed reasonable, refer the same to the General Manager.

17. CONDUCT OF MEMBERS

- 17.1 Members are expected to conduct themselves in an orderly manner at all times. No members shall drink to excess or become intoxicated or noisy on the Club premises, nor shall he indulge in any game of chance or gambling, which would tend to affect the renewal of the Liquor License held by the Club.
- 17.2 All members are expected to know and abide by the rules of golf and the etiquette of the game.
- 17.3 All members shall not impose upon the management or any member of the staff or the Club any duty, which would tend to endanger the Liquor License held by the Club.
- 17.4 It is the duty of a member to produce his membership card, within a reasonable period, if requested to do so in the Clubhouse by the management.

18. DISCIPLINARY PROCEDURES

- 18.1 The Vice-Captain, or in his absence a nominated Management Committee member, shall have the power to call upon a member who, in the opinion of the Management Committee, is suspected of conduct unbecoming of a member to appear before the Vice-Captain, or in his absence a nominated Management Committee member, and two committee members to explain his conduct. The following would classify as conduct unbecoming of a member.
 - 18.1.1 Committing any breach of this Constitution or the Code of Conduct of the Club or the rules and regulations of the Club or any Club at which an organized game is played.
 - 18.1.2 Guilty of improper, dishonest or unsportsmanlike conduct;
 - 18.1.3 Failure to make payment of monies due to the Club after due notice;
 - 18.1.4 Guilty of conduct in any way offensive to the members, including the Management Committee;
 - 18.1.5 Introducing into the Club or any meeting of the Club any person whose behaviour or presence as such shall be prejudicial to the interest or reputation of the Club or objectionable to the members; or
- 18.2 Should such member fail to appear when reasonably called upon to do so, to suspend his membership or otherwise deal with such member.

- 18.3 At the hearing and/or investigation of any complaint as to the conduct of a member, the procedure to be adopted in connection thereto, shall be in the sole discretion of the Vice-Captain, or in his absence a nominated Management Committee member.
- 18.4 The member whose conduct is the subject of the complaint and/or investigation shall be informed of the nature of the complaint.
- 18.5 The Vice-Captain, or in his absence a nominated Management Committee member, shall take all reasonable steps to bring to his notice the nature of the suspected conduct unbecoming of a member, by e-mail, sms or other electronic means.
- 18.6 Such a member shall be afforded the opportunity of replying to any such complaint, whether in writing or in such other manner as the Vice-Captain, or in his absence a nominated Management Committee member may determine.
- 18.7 After the hearing and/or investigation of any complaint as to the conduct of a member, the Vice-Captain, or in his absence a nominated Management Committee member shall have the power to:
- 18.7.1 Expel such member and all monies paid to the Club by him shall be forfeited;
 - 18.7.2 Deprive such member of any or all the rights, benefits and advantages of his membership during such time or period as the Vice-Captain, or in his absence a nominated Management Committee member in his absolute discretion may deem fit and advisable.
 - 18.7.3 Call upon such member in writing to resign and if the member fails to resign within seven (7) days of the date of such requests, to expel such member.
 - 18.7.4 Reprimand or caution such member.
- 18.8 Notification of any decision of the Vice-Captain, or in his absence a nominated Management Committee member pursuant to this shall be forwarded in writing to such member.
- 18.9 If the member mentioned in section 18.1 of this Constitution is the Vice-Captain, then the process outlined in section 18 of this Constitution would escalate to the Captain.

19. RIGHT OF APPEAL

- 19.1 Any person who is expelled or called upon to resign in terms of section 18 of this Constitution, shall have the right, within seven (7) days after notice, to

lodge an appeal in writing against the decision of the Vice-Captain, or in his absence a nominated Management Committee member, to the Captain. If the appeal is lodged by the Vice-Captain or the Captain, then the appeal will be lodged to the Management Committee.

- 19.2 The fact that an appeal against the Vice-Captain, or in his absence a nominated Management Committee member, or Captain disciplinary decision has been lodged shall not have the effect of suspending the operation and implementation of such decision pending the hearing of the Captain or Management Committee, as the case may be.
- 19.3 The decision reached by the Captain or Management Committee, as the case may be, is final and binding with no recourse to the members.

20. GRIEVANCES PROCEDURES

- 20.1 Members with grievances that impact on the Club or themselves have the right to a meeting with the Vice-Captain.
- 20.2 Should the member deem it necessary to take such grievance further, the Captain will then hear the same, unless the grievance involves the Captain. In this case the Management Committee will then hear the same.
- 20.3 The decision reached by the Captain or Management Committee is final and binding with no recourse to the members.
- 20.4 Should the grievance involve the Vice-Captain, then the members have the right to a meeting with the Captain.
- 20.5 Should a member deem it necessary to take such grievance further, the Management Committee will then hear the same.
- 20.6 The decision reached by the Management Committee is final and binding with no recourse to the members.
- 20.7 Members must utilise and exhaust all internal remedies in order to resolve any grievance prior to taking legal action. This process is aligned with the above grievance procedure and can also include an independent person for mediation purposes should the management committee deem it fit. All necessary steps must be taken to avoid legal costs and court proceedings for the club.
- 20.8 Members who fail to follow the full internal grievance processes and resort straight to legal action and are unsuccessful, will be liable for all costs incurred by the club and be subject to further disciplinary action.

21. ADMISSION OF MEMBERS TO PREMISES

The General Manager or any member of the Management Committee may refuse admission to the Club to any member if he deems it in the interest of

the Club. Such action, or a warning to a member that such action is being considered or shall be considered under certain circumstances, should be reported to the Captain or acting Captain within twenty four (24) hours, and put before the Management Committee within seven (7) days.

22. GUESTS AND VISITORS

- 22.1 The Management Committee may introduce any person or persons free of charge as guests of the Club for any period deemed necessary.
- 22.2 One (1) guest only may be introduced by a member of good standing to the Club, on only one (1) day in any calendar month, provided that the same guest shall not be introduced by more than one (1) member of good standing during the same calendar month. The Management Committee, however, in its discretion, may vary the whole or any portion of this rule.
- 22.3 No member shall bring or introduce any person to the Club premises who has been rejected as a member of the Club or as a defaulter or whose membership has been suspended or forfeited.
- 22.4 Members shall at all times be responsible for their guests, and the member introducing a guest shall be responsible for any fees fixed by the Management Committee and any amounts owing by the guest incurred during his visit.
- 22.5 The Management Committee may, without assigning any reason therefor, refuse to allow any person (other than a member of the Club) to use the Club's facilities.
- 22.6 All visitors shall be subject to and shall comply with the provisions of the Constitution, the Code of Conduct and Regulations and Rules of the Club.

23. MANAGEMENT OF THE CLUB

23.1 CLUB PRESIDENT

- 23.1.1 A President in accordance with established custom and practice shall be elected. This position is honorary in nature and the only duties of the President are:
 - 23.1.1.1 To Chair the Annual General Meeting; and
 - 23.1.1.2 To Chair a Special General Meeting.
- 23.1.2 The President need not be a member of the Club. If he is not a member of the Club he shall have full privileges of enjoying the amenities of the Club.
- 23.1.3 The President shall be entitled to attend any Management Committee meeting and to speak at them but shall not be entitled to vote.

23.1.4 A President is elected at the Annual General Meeting and shall be elected for a term of one (1) year but may be re-elected for a further term.

The procedure for election is the same as that for the Management Committee set out in section 24 of this Constitution.

23.2 MANAGEMENT COMMITTEE

23.2.1 The Management Committee will consist of members who have been Full Members in good standing for a minimum of two (2) years, namely:

23.2.1.1 Captain;

23.2.1.2 Vice-Captain;

23.2.1.3 Treasurer;

23.2.1.4 Honorary Secretary; and

23.2.1.5 Four (4) elected members.

23.2.1.6 The Captain of the Ladies Golf Section shall automatically be an ex-officio member of the committee and will be entitled to vote.

23.2.2. The General Manager shall, ex-officio, be a member of the Management Committee and shall have no vote.

23.2.3 Management Committee members shall be elected for a term of one (1) year and any Management Committee member may be re-elected for a further term.

23.2.4 For purpose of these rules, a term of one (1) year shall be the term calculated from the Annual General Meeting on which the Management Committee member was elected up to the next Annual General Meeting.

23.3.5 For the sole purpose of transformation and good corporate governance it is recommended that the management committee be made up of 50% black and 50% white members. These members need to be eligible as per the various clauses set out in the constitution.

23.3 POWERS OF MANAGEMENT COMMITTEE

The management and control of the affairs of the Club shall vest in the Management Committee which shall have full power and authority to do any act, matter or thing which could or might be done by the Club, excepting where such matters are in this Constitution specifically reserved to be dealt with by an Annual General Meeting of members. The Management Committee shall have the powers and authority required to achieve the objects of the Club. The Club may in Annual or Special General Meetings repeal, approve or amend any decision of the Management Committee but

no such decision of the Club shall invalidate the Management Committee in accordance with this Constitution. Without in any way limiting such powers and authority the Management Committee shall have the following further special powers:

- 23.3.1 to make any regulation, bye-law, rules or to take any resolutions or decisions, that are necessary or expedient in order to achieve the objects of the Club in terms of this Constitution; subject nevertheless to the provisions of the Constitution and to such regulations, bye-laws, rules, resolutions or decisions, not being inconsistent with the Constitution, as may be prescribed by the Club in general meeting, no regulation, bye-law, rule, resolution or decision adopted by the Club in general meeting shall invalidate any prior act of the Management Committee which would have been valid if the regulation, bye-law, rule, resolution or decision had not been adopted;
- 23.3.2 to form or appoint sub-committees for special or general purposes and to delegate powers to such sub-committee and to delegate to any sub-committee or sub-committees all or any of the authorities conferred on the Management Committee by this Constitution;
- 23.3.3 to appoint the members of any sub-committee including persons who are not members of the Club, with such powers as may be conferred on it at the time of appointment or thereafter by the Executive Committee, to be subject in all respects to such rules or instructions as may from time to time be framed, given or approved by the Executive Committee;
- 23.3.4 to cause the Club's books of account to be audited by a duly elected chartered accountant and auditor who shall audit the books of the Club at such intervals as the Management Committee may require and at least once in each financial year;
- 23.3.5 to establish and to fix the remuneration of the Club's chartered accountant and auditor;
- 23.3.6 to decide on point of dispute; and the Management Committee ruling thereon shall be final and binding;
- 23.3.7 to appoint a manager and other employees of the Club upon such terms and conditions and salaries as it thinks fit and control all such employees;
- 23.3.8 to appoint one or more persons, who need not be members of the Club, to take charge of and administer any funds of the Club for specific purposes on such terms as it may think fit, and to define and

- determine the conditions of such appointment and to terminate any such appointment;
- 23.3.9 to borrow or raise money for the purpose of the attainment of any of the Club's objects, and to apply any of the Club's funds or income in the repayment thereof;
- 23.3.10 to apply to the appropriate authority for the grant of any license for the sale of liquor which the Club may require for the purposes of carrying on its business, and also to apply to any other appropriate authority for the grant of any other license for which it may be decided to apply in connection with the Club's business;
- 23.3.11 to institute, conduct, defend, oppose, settle or abandon any legal proceedings by and against the Club, or its officers or otherwise concerning the affairs of the Club; and also to settle and allow time for payment in satisfaction of any debts due, and of any claims or demands by or against the Club;
- 23.3.12 to refer any claim or demand by or against the Club to arbitration;
- 23.3.13 to invest, re-invest and deal with any moneys of the Club not immediately required for the purposes of the Club upon such securities and on such terms as it may think fit; and from time to time to vary or realize such investments; to lease and/or purchase any movable or immovable property for the benefit or advancement of the Club's objects;
- 23.3.14 to sell, lease, alienate or otherwise dispose of part or parts of the movable or immovable properties of the Club as it may think most beneficial to the members and to apply the consideration arising therefrom as it may think advantageous for the Club;
- 23.3.15 to purchase, hire, take on lease or in exchange or otherwise acquire any movable or immovable property or rights and to sell, dispose of, turn to account or otherwise deal with all or any of the movable or immovable property or rights of the Club;
- 23.3.16 to buy, prepare, make, supply, sell and deal in all kinds of sports and other equipment and all kinds of provisions and refreshments required or used by members of the Club, or other persons frequenting the Club premises or club houses of the Club;
- 23.3.17 to purchase, hire, provide and maintain all kinds of implements, tools, utensils and other things require or which may conveniently be used in connection with the grounds and premises of the Club;

- 23.3.18 to borrow, collect, or raise money in such manner as the Management Committee 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, loans with or without security to give security for money by the issue of or upon bonds, debentures or obligations or securities of the Club, or by mortgage or charge upon all or part of the property of the Club;
- 23.3.19 to subscribe to or become a member of or affiliated to any other body having objects similar or in part similar to the objects of the Club;
- 23.3.20 to utilize the assets, funds, profits and gains of the Club solely for investment or for the objects of the Club as set out in this Constitution;
- 23.3.21 All transactions shall be in accordance with the authorized Authorization and Approval Matrix attached as Annexure A.

23.4 TREASURER'S KEY PERFORMANCE AREAS:

- 23.4.1 Act as a link between the Management Committee, the General Manager and the Accountant/Bookkeeper of the Club, which shall include the right to acquire all information on the Financial Management of the Club enabling the Treasurer to report on all matters in respect of Financial Management;
- 23.4.2 Supervise, in collaboration with the General Manager and the Accountant/Bookkeeper of the Club that proper accounting records are kept and maintained and that the approve accounting procedures and rules are strictly adhered to;
- 23.4.3 Oversee financial reporting on a monthly basis covering financial status of the Club, income and expenditure results, reconciliations of accounts and cash flow forecasting;
- 23.4.4 Coordinate the Annual and Operational budgets in accordance to the Budget plan and process;
- 23.4.5 Present the draft budgets for the applicable year to the Management Committee on or before due date mentioned in Budget Plan;
- 23.4.6 Present the approved draft budgets to the Annual General Meeting of Members;
- 23.4.7. Implement a cost and management accounting system to ensure improved financial control and implement cost control centres linked to approved budgets;

- 23.4.8 In collaboration with the General Manager, ensure that Financial Statements for the relevant year be completed and submitted to the Auditors of the Club;

23.5 EXECUTIVE COMMITTEE

The powers of the Executive Committee shall only be to manage the Operational matters of the Club and shall meet on a weekly basis. Any decisions taken shall be subject to approval of the Authorization and Approval Matrix and by the Management Committee.

23.6 JOCK COMMITTEE

For the sake of continuity and by the 1st September of each year following the Annual General Meeting the convener of the previous Jock Tournament will convene a meeting at which a Jock Committee will be formed and the Vice-Captain shall be the Convener. The Jock Committee reports to the Management Committee and has no delegated powers.

24. ELECTION OF MANAGEMENT COMMITTEE

- 24.1 The election of the member of the Management Committee shall take place at the Annual General Meeting with the following procedure: written nominations duly signed by the proposer, two (2) seconders and the nominee accepting nomination for a specific appointment will be received by the General Manager up to a date fourteen (14) days prior to the Annual General Meeting.
- 24.2 The General Manager will there upon record such nomination and place copies of the completed nomination forms on the Notice Board until the Annual General Meetings. At the Annual General Meeting a ballot will be conducted to elect from such nominations received.
- 24.3 If the nominations fall short of the number required to fill the vacancies for the Management Committee members, the persons nominated shall forthwith be declared elected. The remaining vacancies shall be filled by means of a nomination of members who comply to the provisions as set out in section 23.2.1 and an election by the members present at the Annual General Meeting by means of ballot-papers. Any further vacancies that may exist shall be filled through co-opting members by the Management Committee.
- 24.4 The elected Management Committee shall each be allocated a portfolio.
- 24.5 The portfolio heads elected, outlined in section 24.4 of this Constitution, has the power to co-opt members to serve on their respective sub committees. Such members shall serve until the next Annual General Meeting.

- 24.6 If at any time, during the period of office a member of the Management Committee should resign, be incapacitated or leave the district, the Management Committee shall be empowered to co-opt a member to act in that member's place until the next Annual General Meeting. In this event the co-opted member shall be entitled to vote.
- 24.7 Nominees for Captain shall conform to the following in order of preference:
- 24.7.1 Have previously, served on the Management Committee for at least two (2) years, in the last ten (10) years;
 - 24.7.2 Have within the ten (10) years preceding his nomination served as Captain of the Club;
 - 24.7.3 In the event of there being no candidate meeting the abovementioned requirements, the Captain in office shall serve until such time as a suitable nomination is received; or
 - 24.7.4 In the event of the above criteria not being fulfilled the Annual General Meeting may waive these and elect a Captain duly nominated provided the nominee has been a Full Member in good standing of the Club for five (5) years.

25. MEETINGS OF THE MANAGEMENT COMMITTEE

- 25.1 The Captain or in his absence the Vice-Captain shall be Chairperson of the Management Committee meetings.
- 25.2 Management Committee meetings require at least five (5) members to form a quorum.
- 25.3 The Management Committee shall meet to conclude business, they may adjourn their meetings and make such arrangements as they deem fit. The Management Committee shall meet at least once a month. Matters arising in the course of a meeting shall be decided by a majority of votes.
- 25.4 The Chairperson shall not have a casting vote additional to his deliberative vote. No voting by proxy shall be permitted.
- 25.5 In the event of there not being a quorum at a Management Committee meeting, the meeting shall stand adjourned for a period of one (1) week to enable a quorum to be present.
- 25.6 If a Management Committee member fails to attend a Management Committee Meeting for two (2) consecutive meetings without the permission of the Management Committee, his office as Management Committee Member shall be terminated.
- 25.7 The General Manager / Honorary Secretary shall call a special Management Committee Meeting upon an instruction by the Captain or a written request

by at least two Management Committee members. The notice shall state precisely the business for which meeting is called and no other business shall be transacted at that meeting.

- 25.8 At least five (5) full days' notice shall be given of all Management Committee Meetings unless all Management Committee members accept shorter notice.
- 25.9 The Chairperson shall cause for minutes to be kept of the names of the members of the Management Committee present at any meeting together with minutes of all resolutions and all proceedings taken at such meeting. All such minutes shall be duly entered into books properly kept and provided for that purpose. Any such minutes or an extract there from, signed by the Chairman shall be prima facie evidence of the matters therein stated.
- 25.10 A resolution in writing which is signed by all the members of the Management Committee and inserted in the minute book of the Executive Committee shall be as valid and effective as if passed at a meeting of the Executive Committee. Any such resolution may consist of several documents in the same form, each of which is signed by one or more of the members of the Executive Committee and shall be deemed (unless the contrary appears from the resolution) to have been passed on the date it was signed by the last member of the Executive Committee entitled to sign it.
- 25.11 The heads of the sub Committees as outlined in section 24.4 of this Constitution shall deliver a report to the General Manager no later than one week before any scheduled Management Committee meeting. The report shall detail activities, work done and events since the last Management Committee Meeting. Such Sub-Committee reports will then be distributed immediately upon receipt thereof, by the General Manager, to the Captain and to each of the other portfolio heads.

26. TERMINATION OF OFFICE OF COMMITTEE MEMBERS

- 26.1 Each elected member of the Management Committee shall hold office for the period as stated in section 23.2 of the Constitution. Upon expiry of such period such member shall automatically retire from office but shall be eligible for nomination and re-election as a member of the Management Committee provided that his nomination complies with section 24.1
- 26.2 A Management Committee member shall cease to hold office as such if he-
- 26.2.1 Resigns his office by notice in writing to the club;
 - 26.2.2 Is or becomes of unsound mind;
 - 26.2.3 Surrenders his estate as insolvent or his estate is sequestrated;
 - 26.2.4 Is convicted of an offence which involves dishonesty;

- 26.2.5 Is or becomes disqualified from being appointed or acting as a director of a company; or
 - 26.2.6 Ceases to be a member of the Club.
- 26.3 The Management Committee shall have the right to co-opt any member of the Club as a member of the Management Committee to fill any vacancy should a member cease to hold office as stated in section 26.2 of this Constitution.
- 26.4 The Club may at a Special General Meeting remove any Management Committee member before the expiry of his term of office and appoint another Management Committee member in his place to hold office for the unexpired part of the term of office of the Management Committee member so removed, provided that the intention to vote upon his removal from office was specified in the notice convening the meeting.

27. EMPLOYEES OF THE CLUB

- 27.1 All employees of the Club shall report to and be responsible to the General Manager.
- 27.2 The Management Committee, for the day-to-day running of the Club, holds the General Manager accountable.
- 27.3 An employment contract complying with current legislation and containing the relevant requirements from the Club's Policies and Procedures will be entered into with every employee.
- 27.4 Employees are required to acquaint themselves with the Constitution, the Code of Conduct and the Policies and Procedures of the Club and to adhere to such.
- 27.5 Disciplinary and grievance procedures for all employees are stipulated in the Policies and Procedures.
- 27.6 Full-time employees of the Club may not become members of the Club.
- 27.7 All employees, specifically the General Manager shall comply with the provisions of the Authorization and Approval Matrix.

28. INDEMNITY OF MANAGEMENT COMMITTEE AND OFFICE BEARERS

The Management Committee and employees of the Club are hereby indemnified and held harmless out of the funds and property of the Club in respect of any and all claims against them personally or collectively arising out of the activities of such, provided that they shall not be indemnified in respect of any actions by them committed or omitted in bad faith recklessly or with the intention of causing damage or loss to the Club or its members, or committed as prescribed by the relevant legislation.

29. EXCLUSION OF LIABILITY AND INDEMNITY

- 29.1 Neither the Club nor the members of the Management Committee or the Club shall be responsible or may be held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Club's property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, the members of the Executive Committee or the Club, or anyone else for whose actions they or any of them would be liable in law, or by reason of vis major, casus fortuitus, rain or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Club or any building structures, or any defective facilities of the Club, or caused by any sporting activity carried out on the Club's premises, or by any other cause of whatsoever nature and howsoever arising.
- 29.2 Each member of the Club shall, at all times, hold the Club and all members of the Club indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such member of the Club as a result of personal injury or patrimonial loss arising directly or indirectly from the participation of any person in any match or practice or related activity or any other activity of the Club or any of the members of the Club whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Club, any member of the Club, and/or any of their officials, employees and/or agents.

30. MEETINGS

At all General Meetings, Management Committee or sub-Committee meetings, minutes of proceedings shall always be kept. Whenever required, these are to be placed before an Annual General Meeting for the information of members.

31. ANNUAL GENERAL MEETING

- 31.1 An Annual General Meeting of members of the Club shall be held within two (2) calendar months after the end of the financial year of the Club.
- 31.2 An Annual General Meeting shall be convened by the Honorary Secretary giving notice in writing to all members.
- 31.3 Notice of the date, time and place for the holding of the Annual General Meeting shall be posted on the notice board in the Clubhouse as well as a notice by letter to each of the members of the Club at his registered address as appearing from the register of members at least fourteen (14) days before the date fixed for the holding of such meeting. Such notice may be sent by electronic means, e-mail, sms or other electronic means.
- 31.4 The omission to send by post any such notice to any member shall not invalidate the holding of the meeting or the passing of any resolution thereat.

- 31.5 Notice of the terms of any resolution to be proposed at an Annual General Meeting shall be lodged with the Secretary at least ten (10) days before the date fixed for such meeting.
- 31.6 When a member that is of good standing wants to lodge a proposal or any matter before a General Meeting, he shall inform the Management Committee of this, in writing, at least seven (7) days before such meeting.
- 31.7 Notice of any proposed resolution adding to, rescinding or amending any part of this Constitution shall be given as provided in section 49 of this Constitution.

32. PROCEEDINGS AT ANNUAL GENERAL MEETING

- 32.1 The ordinary business to be done at the Annual General Meeting shall be as follows:
- 32.1.1 To confirm the minutes of the previous Annual General Meeting and any Special General Meeting held since the previous Annual General Meeting;
 - 32.1.2 To receive and consider the report of the Captain,
 - 32.1.3 To receive and consider the audited annual financial statements for the preceding financial year;
 - 32.1.4 To elect the Club's Auditor;
 - 32.1.5 To elect a Management Committee for the ensuing year;
 - 32.1.6 To elect Honorary Life Members, if any, recommended by the Management Committee, of which notice has been given;
 - 32.1.7 To receive, consider and approve with or without modification the Proposed Capital and Operational budgets for the ensuing year and estimates for the year thereafter;
 - 32.1.8 To consider and to pass, with or without modification, any resolution concerning the affairs of the Club of which due and proper notice is given.
 - 32.1.9 At the Annual General Meeting any decisions shall be taken by voting as provided in section 36 of this Constitution.
- 32.2 The Chair at an Annual General Meeting shall be taken by the President. Should he be absent, the members shall elect Chairperson for the meeting from among the other members of the Management Committee present, if any or, failing their presence, the Chairperson shall be elected being a person who is entitled to vote at an Annual General Meeting from among those members present.

- 32.3 The Chairperson of the Annual General Meeting shall not have a casting vote additional to his deliberative vote.
- 32.4 At the Annual General Meeting any decision shall be taken by voting as provided in section 36 of this Constitution.

33. SPECIAL GENERAL MEETINGS

- 33.1 The Management Committee may at any time through the Honorary Secretary call a Special General Meeting of members by giving not less than twenty (20) days' notice in writing to members.
- 33.2 Notice of the date, time and place for the holding of the Special General Meeting shall be posted on the notice board in the Clubhouse by the Honorary Secretary specifying for what object or objects the meeting is called. Such a notice may be sent by e-mail, sms or other electronic means.
- 33.3 The Honorary Secretary shall convene a Special General Meeting within ten (10) days of receipt of a requisition to that effect signed by not less than seventy (70) Full Members specifying any resolution(s) proposed or other business to be discussed, by giving not less than twenty (20) days' notice in writing to members, which notice must be put up on the notice board at the Club. Such a notice may be sent by e-mail, sms or other electronic means.
- 33.4 The Chair at a Special General Meeting shall be taken by the President of the Club or in his absence by the Vice-President. Should he be absent, the members shall elect a Chairperson for the meeting from among the other members of the Management Committee present, if any or, failing their presence, the Chairman shall be elected being a person who is entitled to vote at a Special General Meeting from among those members present.
- 33.5 The Chairperson of the Special General Meeting shall not have a casting vote additional to his deliberative vote.
- 33.6 At the Special General Meeting any decisions shall be taken by voting as provided in section 36 of this Constitution.

34. QUORUM AT GENERAL MEETINGS

- 34.1 The quorum for a General Meeting of members shall be fifty (50) Full Members of good standing there at provided that if no quorum be present within fifteen (15) minutes after the time fixed for the meeting, it shall, in the case of an Annual General Meeting or a Special General Meeting called by the Management Committee, be postponed to the same day and hour the following week and at such adjourned meeting the members present shall be deemed to be a quorum for the transaction of the business of the meeting.
- 34.2 In the case of a Special General Meeting called by a requisition of members, the quorum shall be seventy (70) Full Members of good standing there at

provided if no quorum is present upon the date fixed within fifteen (15) minutes of the time fixed for the meeting, it shall be dissolved.

35. ADJOURNMENT OF GENERAL MEETINGS

The Chairman of any General Meeting may, with the consent of the meeting decided by majority vote of members of the meeting, adjourn the meeting from place to place and from time to time. No business shall be transacted at any adjourned meeting other than that business left unfinished at the meeting from which the adjournment took place.

36. VOTING

- 36.1 Only Full Members, provided that they are of good standing, shall be entitled to vote at an Annual or Special General Meeting of the members of the Club and each member shall have one vote.
- 36.2 Voting shall be by way of show of hands or by way of ballot in the discretion of the Chairman.
- 36.3 The Chairman or any other person acting as Chairman shall not have a casting vote additional to his deliberative vote.
- 36.4 The Chairperson shall take whatever steps he considers necessary to ensure that no member is able to vote more than once, provided that if any member does vote more than once on any resolution, the resolution passed will not automatically be invalid.
- 36.5 Ballot may be demanded by not less than ten (10) members present at the meeting.
- 36.6 Should any such ballot be demanded it shall be taken in such a manner and at such time and place as the Chairman of the meeting may direct.
- 36.7 When a ballot is necessary, two (2) scrutineers shall be appointed by the Chairperson of the meeting from amongst the Members present.
- 36.8 A declaration by the Chairperson of the meeting of the result of a show of hands or a ballot, as the case may be, shall be conclusive.

37. REVERSAL OF DECISIONS AT GENERAL MEETINGS

No resolution adopted at an Annual General Meeting or at a Special General Meeting shall be reversed, changed or rescinded at a subsequent general meeting except by a three quarter (75%) majority of the members present and entitled to vote at such subsequent meeting.

38. FINANCIAL RECORDS AND STATEMENTS

- 38.1 The Management Committee shall cause full and true records to be kept of the whole of the assets, liabilities, receipts and expenditure of the Club.
- 38.2 At the Annual General Meeting in every year the Management Committee shall place before the members audited financial statements for the past year duly signed by the Captain and the Treasurer showing the financial position of the Club at the 30th day of June the last past.

39. THE GENERAL MANAGER

- 39.1 The General Manager shall, ex-officio, be a member of the Management Committee as outlined in section 23.2 of this Constitution.
- 39.2 The General Manager shall be responsible for:
- 39.2.1 The proper management of all aspects of the Club's activities as so to ensure maximum membership satisfaction, both short term and long term;
 - 39.2.2 The accumulation of funds compatible with the best interest of the members;
 - 39.2.3 The maintenance and improvement of the quality of the Club's products or services; and
 - 39.2.4 The security and protection of the Club's assets and facilities.
- 39.3 The General Manager reports to the Management Committee.
- 39.4 The General Manager shall have authority to manage and administer the Club and its operations in conformity with the policies established by the Management Committee, the Club's Constitution, Code of Conduct, Rules, and such management agreement/s as may be in place from time to time.
- 39.5 The General Manager shall be appointed or removed by the Management Committee, after due legal process as they may deem fit.
- 39.6 The Management Committee may from time to time delegate to the General Manager (with or without the right to further delegate) such of the powers and authorities vested in them as they may think fit and may from time to time revoke or vary all or any of such powers and authorities.

40. HONORARY SECRETARY

The Honorary Secretary

- 40.1 Shall have the right to inspect the membership role at any time, will ensure compliance with all laws and regulations relating to the Club business and maintain a register of all dealings and contracts entered into between the Club and members of management.

- 40.2 Shall be elected in terms of section 23.2 of this Constitution.
- 40.3 Must ensure that notices for all meetings are sent timeously.
- 40.4 Must ensure that minutes are kept of all meetings.
- 40.5 Must ensure that resolutions made at all meetings comply with the Constitution of the Club.

41. LIQUOR LICENSE HOLDER

The General Manager of the Club shall be the license holder for the sale of intoxicating liquor.

42. COMPLIANCE WITH THE PROVISIONS OF THE LIQUOR ACT

The terms of this Constitution are subject to the provisions of the Liquor Act, as amended or supplemented from time to time. If any of the terms of this Constitution are, or shall become, in conflict with any of the provisions of the Liquor Act, the provisions of the Liquor Act shall mutatis mutandis automatically become applicable to the Club, as far as necessary, and shall be regarded as included in this Constitution.

43. RULES AND REGULATIONS

The Management Committee shall have the power to vary and revoke rules and regulations for the proper and efficient running of the Club and the course, and for the regulation of the internal affairs of the Club, and conduct of members. All such rules and regulations shall come into force after they have been posted on the Club's Notice board.

44. LEGAL

The Club may be sued or may sue in the name of the Club. The Management Committee shall be empowered to appoint an Attorney to act for the Club in any matter of cause, and it shall be authorized to make payments of all such fees and disbursements due to such Attorney, out of funds of the Club.

45. DEPUTATIONS

In the event of there being cause to send a deputation from the Club, to any Authority, Meeting or Association, the Management Committee shall be empowered to appoint from its members, or from members of the Club, as members of such deputation, and such appointments shall be of full force and effect, as if such members had been appointed by the General Meeting.

46. POLICIES AND PROCEDURES

The Policies and Procedures of the Club is a working document for ensuring the efficient management of the Club and the protection and control of its assets. The Management Committee has the right to adjust, add to, or modify this document to meet changing demands and requirements.

47. AUDITORS

- 47.1 The financial statements and records of the Club shall be audited by a Chartered Accountant (SA) who shall be registered with the Independent Regulatory Board for Auditors, and who shall submit the audited financial statements to the Management Committee for presentation at the Annual General Meeting.
- 47.2 An auditor or auditors may be elected at the Annual General Meeting. If at any Annual General Meeting no auditor is elected, the previous auditor shall continue in office as if re-elected. Any casual vacancy in the office of Auditor shall be filled by the Management Committee. No member of the Management Committee may be elected as auditor, but a firm of auditors of whom a member of the Management Committee is a partner or director may be so appointed by the Annual General Meeting. The remuneration of the auditor shall be determined by the Management Committee.
- 47.3 The auditor shall have all the usual power and authorities of an auditor and in particular shall at all reasonable times have access to the books and records of the Club, and may in relation thereto have the right to question the Management Committee, officials or employees of the Club in connection with the books and records.
- 47.4 The auditor shall be entitled to attend all general meetings of the Club, and may offer any statement or explanation relating to any accounts presented to the meeting or relating to his functions.

48. ACCOUNTING AND DISCLOSURES

- 48.1 The financial year of the Club is from 1st July to the 30th June.
- 48.2 All monies received and all monies expended shall be in the sole and unfettered control of the Management Committee who shall be wholly responsible to the General Meeting.
- 48.3 Proper books of account shall be kept and the Club's Policies and Procedures will be adhered to.
- 48.4 Annual Financial Statements will be prepared in accordance with South African Statement of Generally Accepted Accounting Principles.
- 48.5 The Treasurer will present the Annual Financial Statements to the Annual General Meeting.

49. CONSTITUTION AND RULES

- 49.1 In cases of doubt as to the meaning or interpretation of the Constitution, Code of Conduct or Regulations and Rules of the Club, the interpretation and/or decision of the Management Committee in those regards shall be final and binding on members.

- 49.2 Should any part of this Constitution or of the Rules established by the Management Committee be in conflict with any statutory provision, then the relevant part of the Constitution or of such Rules shall be deemed to have been altered, modified or amended so as to comply with such statute.
- 49.3 Any proposed amendment to the Constitution must be brought before a General or Special General Meeting, and notice of such proposed amendment shall be incorporated in the agenda of such meeting; it is further specified that any amendments to the constitution will be submitted to South African Revenue Services.
- 49.4 Any addition or alteration to the Constitution shall require the sanction of a majority of not less than three quarters (75%) of the Full Members present at a General Meeting.
- 49.5 All amendments to the Constitution shall, unless otherwise provided, become effective from the date of the passing of the resolution altering the Constitution.

50. WINDING-UP

- 50.1 The Club may be liquidated and its affairs wound up upon a resolution passed at a General Meeting of a Club called specifically for such purpose, provided that such resolution shall be passed by not less than ninety (90%) percent of Full Members present in person and further confirmed at a Special General Meeting of members held not less than four (4) weeks thereafter by a majority of members entitled to be present and vote thereon.
- 50.2 Upon a resolution to wind up being passed, a resolution shall be passed appointing a liquidator or liquidators, which resolution shall give directions as to the methods of such winding up, provided that, other than the repayment of any amounts due to members in respect of amounts due to them, no funds or assets of the Club shall be distributed to any member. It shall be obligated to transfer its assets remaining after satisfactions of its liabilities to some other society or association with objects similar to those of the Club and which is itself exempt from income tax in terms of section 10(1)(cN) of the Income Tax Act (Act No 58 of 1962) or to a Public Benefit Organization' in Section 30(1) of the Income Tax Act 1962 (act No 58 of 1962) which has been approved in terms of Section 30(3) of the said Act.

51. CODE OF CONDUCT

- 51.1 All members, employees and visitors of the Club shall pledge their commitment that their conduct in relation to the Club shall always remain in terms of the Code of Conduct accompanying this Constitution.
- 51.2 The Code of Conduct has been developed to ensure a safe, friendly and respectful place for members, visitors, staff and Committee to gather in the spirit of cooperation, relaxation, good will, fun and friendly competition. The

Management Committee has the right to adjust, add to, or modify this document to meet changing demands and requirements.

- 51.3 In cases of doubt as to the meaning or interpretation of the Code of Conduct, the interpretation and/or decision of the Management Committee in those regards shall be final and binding on members.

52. CONSTITUTION

This Constitution shall to its full extent be binding on all members of the Club.

**APPROVED AND ADOPTED AT MBOMBELA GOLF CLUB ON 27 AUGUST 2024
AT THE ANNUAL GENERAL MEETING OF MEMBERS**



CLUB CAPTAIN



VICE-CAPTAIN



HONORARY SECRETARY



GENERAL MANAGER