



Constitution

1st December 2015

Constitution of Reading Country Club

Subject Index

- 1. Name**
- 2. Main Object**
- 3. Ancillary objects**
- 4. Dissolvent funds**
- 5. Membership and Subscriptions**
- 6. Members**
- 7. Due date of Subscriptions**
- 8. Rights of Members**
- 9. Election of Members**
- 10. Registered address**
- 11. Submission to rules of the Club**
- 12. Trustee**
- 13. Governing Body**
- 14. AGM**
- 15. Notice of AGM**
- 16. Special General Meeting**
- 17. Quorums at meetings**
- 18. Chairman**
- 19. Adjournment of meetings**
- 20. Voting at meetings**
- 21. Disciplinary action**
- 22. Club Notices**
- 23. Sections / Sub-Sections**
- 24. Interpretation**
- 25. Alteration on Constitution**
- 26. Books and Records**
- 27. Liquidation**
- 28. Partial liquidation**
- 29. Publicity and Media Statements**
- 30. Conflict of interest**

CONSTITUTION OF READING COUNTRY CLUB

1) NAME

The name of the Club shall be **READING COUNTRY CLUB** (hereinafter referred to as the “Club”).

2) MAIN OBJECT

The main object of the Club is to acquire such parks, estates or lands as are suitable for laying out of sports or recreation grounds, and for erecting thereon and in conjunction therewith such buildings, facilities and amenities as will provide centres of assembly for the promotion of sporting facilities and pastimes or like organizations, and for development of sporting facilities and pastimes and for development of social intercourse not associated with political aims.

3) ANCILLARY OBJECTS

With a view to carrying out the main object of the Club, the ancillary objects of the Club are:-

- 3.1 To provide grounds, premises and facilities for all branches of sporting and social activities, to prepare and lay out such grounds and premises for such sporting purposes, and to provide a golf course/s, bowling greens, gardens, pavilions, clubhouses, offices, dressing rooms, showers, sauna baths, jacuzzis and the like, games rooms, bars (Ladies and/or Men’s) refreshment and dining rooms and other conveniences in connection therewith.
- 3.2 To acquire immovable property as described in Clause 2 above by purchase, lease, exchange or in any other manner whatsoever and further to acquire movable property of any kind whatsoever and wheresoever situated, including any right or interest whatsoever in any such movable or immovable property. And further to utilize such property by constructing, demolishing, reconstructing, altering, improving and decorating, furnishing and maintaining offices, houses, recreation grounds, pavilions, halls, buildings and works and conveniences. And further to have the right to consolidate, connect or sub-divide such property and to lease or dispose of same as in excess to the needs of the Club for the purposes of carrying out its main object.
- 3.3 To adopt and carry into effect any agreements, options or contracts entered into, by and between any person/s acting as Trustee/s of the Club on the one part, for the purchase or acquisition of any land or immovable property wherever situated.
- 3.4 To manage the Club’s land, buildings and other property and to supply to users and occupiers thereof, refreshment, attendants, transport, messengers, light, water, waiting and entertainment rooms, sporting and recreation grounds, dressing rooms, showers, parking areas, garages, stands, pavilions, booths and other advantages and other facilities.
- 3.5 To lay out as parks, gardens and for recreation, sporting and other purposes, land acquired or controlled by the Club and in particular a golf course or courses, bowling greens, or for some other of these purposes and to erect, maintain and improve or alter buildings and other constructions necessary or conducive to these purposes and to the other objects of the Club.
- 3.6 To let out and hire the Club’s grounds or buildings or any other erections thereon for the purpose to fulfilling the Club’s main object, including the leasing out of all or certain of its facilities.

- 3.7 To promote and establish and if thought fit, to maintain and conduct a social and indoor or outdoor club or clubs on the property of the Club for accommodation of Members of the Club and their friends and other sporting or social bodies and to provide suitable recreation grounds and buildings for the purpose, and generally to afford to Members and guests all the usual privileges, advantages, conveniences and accommodation pertaining to a Club or sporting body, as well as educational and cultural seminars and functions, and to furnish and maintain a clubhouse and halls and to construct recreation and sporting grounds and to permit the same to be used upon such terms and subject to such regulations as shall be agreed upon, and if thought fit, to manage the affairs of such clubs as shall seem best calculated to promote the interests of such clubs and to assist such clubs if necessary, as shall be approved of by the Governing Body.
- 3.8 To construct, affiliate with, inaugurate, co-operate with, or promote clubs or sub clubs, other than those clubs referred to in paragraph 3.7 hereof, and to grant any such club or sub club any benefits or privileges which may be requisite or necessary and to subsidize or enter into agreements or contracts with any person, club, sub club or body for the promotion of any sport or activity or of mutual interest, and the term "Club" shall for this purpose be deemed to be any existing body or organization as shall be approved by the Club.
- 3.9 To conduct, hold and promote competitions and tournaments, and make any special arrangements in connection therewith, and to offer, give and contribute towards prizes, awards, distinctions, cups and other rewards within the prescribed limits laid down by the appropriate Amateur Sporting Bodies. The costs and payment of such awards and rewards to be set by any Section/Sub-Section in collaboration with the Executive and/or Governing Body.
- 3.10 To establish restaurants, tea and refreshment rooms and to provide for the supply of aerated and mineral waters, cordials, malts, wines and spirits and for such other amenities as are usual and conducive to the well being and the convenience of the users of the Club's grounds and buildings and to apply for and obtain licenses for these purposes.
- 3.11 To buy, acquire, sell, exchange or deal in all kinds of movable property, apparatus, sporting apparel and sporting goods and all kinds of provisions, liquid and solid required by persons frequenting or visiting the Club's grounds and building and that may be required for any of the Club's purposes or objects.
- 3.12 To teach, or cause to be taught, or allowed to be taught on the Club's premises any branch or branches of sport approved of by the Governing Body and to provide instruction or allow instruction to be provided on the Club's premises.
- 3.13 To charge Members whenever necessary, admission to the Club's premises, grounds or buildings.
- 3.14 To borrow or raise moneys in such manner as the Club shall deem fit on security or unsecured, and if so deemed necessary to secure the repayment of any moneys so borrowed either by means of subscriptions, donations, contributions, mortgage bonds, bequests, and debentures charged upon the whole or any part of the property, assets and revenue of the Club both present and future and to give or grant to the subscribers, donors, mortgagees, debenture holders and others all such rights, benefits and privileges as the Governing Body may deem fit.
- 3.15 To borrow or raise or secure the payment of money in such manner as the Club shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Club's property both present and future, and to purchase, redeem and pay off any such securities.

- 3.16 To lend, invest, distribute or otherwise deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined. (See paragraph 28).
- 3.17 For the specific purpose of carrying out its main object and upon such terms as may be thought expedient for that purpose, to sell, lease, let or hire, exchange or otherwise dispose of, or mortgage or otherwise deal with or turn to account all or any part of the property, rights, privileges, undertakings or business of the Club. And to accept payment thereof, either in cash or shares, debentures or other securities of any nature and either by a fixed payment or payments or conditional upon or varying with earning profits or any contingency.
- 3.18 To make casual and incidental monetary contributions of a petty nature confirmed by the Governing Body to any person or institution.
- 3.19 To take or otherwise acquire and hold shares in other associations or companies having objects altogether or in part similar to those of the Club, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Club.
- 3.20 To enter into any arrangements with any governments or authorities Supreme, Municipal, Local or otherwise, that may seem conducive to the Club's objects or any to them, and to obtain from any such Government or Authority any rights, privileges and concessions which the Club may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 3.21 To purchase, take on lease or in exchange or otherwise acquire, any real and personal property and rights or privileges which the Club may deem necessary or convenient for the purpose of carrying out its objects or any of them, and in particular any land, buildings, machinery, plant, stock-in-trade, tools and rolling stock.
- 3.22 To open and operate a banking account or accounts and to draw, make, deposit, accept, endorse, discount, execute and issue Cheques, Promissory Notes, Bills of Exchange, Bills of Lading, warrants, debentures, letters of credit and other negotiable or transferrable instruments. No Sub-Section, should have their own banking accounts.
- 3.23 To fulfill all the usual objects of an organization formed pursuant hereto and to do all such things and carry out all such undertakings as may be necessary, incidental or conducive to the attainment of the above objects or any of them, it being specifically understood that the objects or any of them, specified in each sub-section hereof shall, unless otherwise provided, be deemed to be independent of each other and shall in no way be limited by the conditions of any Sub-Section.
- 3.24 To prepare, edit and publish a Club bulletin, magazine or diary and to enter into any contracts in relation to advertising in the said bulletin or magazine.
- 3.25 To allow the utilization of such portion of the Club premises or precincts for the purpose of displaying advertising material on such terms and conditions and in such manner as may be prescribed by the Governing Body.

4) DISSOLVENT FUNDS

Subject to the approval of the Governing Body and save for the provisions of Clause 28, the income and property of the Club howsoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Constitution. No portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever, by way of profit, to the Members of the Club: provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servant of the Club or to any Member thereof in return for any services actually rendered to the Club.

5) **MEMBERSHIP AND SUBSCRIPTIONS**

There shall be eighteen (18) classes of Members of the Club:

- 5.1 Foundation Members
- 5.2 Honorary Life Members
- 5.3 Full Golf Male Members
- 5.4 Full Golf Lady Members
- 5.5 Bowls Members
- 5.6 Sectional Members
- 5.7 Student Members
- 5.8 Junior Members
- 5.9 Social Members
- 5.10 Weekday Members
- 5.11 Group Members
- 5.12 Country Members
- 5.13 Honorary Members
- 5.14 Temporary Members
- 5.15 Golf Family Membership
- 5.16 Staff Members
- 5.17 Pensioner Members
- 5.18 Under 25, Under 30, Under 35 Members
- 5.19 Additional classes of membership

The rights, privileges and limitations of the respective classes are set out hereunder. Moreover and unless specifically stipulated in this Constitution, such rights shall vest exclusively in that particular Member and shall not be capable of cession or transfer to any other person.

5.1 **FOUNDATION MEMBERS**

5.1.1 The following shall qualify for this Membership:

5.1.1.1 All existing Foundation Members incorporating men, women, social, country, pensioner and weekday morning members, as at the 1st December 2015;

5.1.1.2 Any Member of good standing who is initially invited in writing by the Governing Body and thereafter approved by such Governing Body for admission to this class;

Save that the number of Members of this category shall not exceed One Hundred and Twenty (120).

5.1.2 Any Member qualifying for this class of Membership shall:-

5.1.2.1 Be invited in writing after a formal resolution of the Governing Body to issue such invitation; and

5.1.2.2 Pay the qualifying subscription as prescribed by the Governing Body from time to time;

5.1.3 There shall be no further or other subscription payable by such Foundation Members save for an Annual Subscription to be determined by the Governing Body from time to time. In terms of his/her main membership category.

5.1.4 Foundation Members shall be obliged to pay all such charges for the use of particular amenities of the Club as are prescribed by the Governing Body from time to time or fees, laid down by associated bodies.

5.1.5 Foundation Members shall be subject to the following special conditions of Membership;

- 5.1.5.1 in the event of the subscription or any extension or arrangement for the payment thereof as determined by the Governing Body not being paid by the Member within the period decided upon by the Governing Body, such person shall forfeit whatever amount he or she shall have paid to the Club, and his or her Membership shall be cancelled as from the date on which the Governing Body shall decide.
- 5.1.5.2 the spouses and children of Foundation Members shall be entitled to admission as Members of the Club on payment of the annual subscription, payable for the class of Member to which they may be admitted, but they shall not be liable for payment of any sum in respect of Entrance Fee;
- 5.1.5.3 the privileges accorded to Foundation Members as well as the Membership as such are not transferrable to any third party, save that on the death of a Foundation Member provided the deceased Foundation Member was of good standing, his spouse shall be entitled to Foundation Membership subject to invitation by the Governing Body and payment of the appropriate fee;
- 5.1.5.4 Foundation Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting, subject to such Member having attained the age of 25 years.

5.2 **HONORARY LIFE MEMBERS**

The Governing Body shall have the right in its discretion to recommend and confer Honorary Life Membership on any Member for meritorious services rendered to the Club or to the community or for other good cause. The honour of Honorary Life Members shall be announced at any organized Club Function, and at the forthcoming Annual General Meeting.

Honorary Life Membership shall not be transferrable and there shall be no subscriptions compulsorily payable by such Honorary Life Members, except such fees and charges as may become payable by them under any Bye-Laws framed and passed by the Club or other bodies associated with the Club.

Honorary Life Members shall enjoy Full Membership and such rights and privileges as may from time to time be determined by the Governing Body.

Honorary Life Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting.

5.3 **FULL GOLF MALE MEMBERS**

Full Golf Male Members shall consist of those persons approved of by the Governing Body and shall pay to the Club such Entrance Fee and Annual Subscriptions determined by the Governing Body from time to time. Fees shall be payable either annually in advance or on such terms as may be determined by the Governing Body within such periods as may be prescribed by law from time to time. Such Membership shall be for the duration of one (1) calendar year, and shall be renewable annually upon payment of the prescribed subscription. A Full Member shall enjoy Full Membership and such restricted rights and privileges as may from time to time be determined by the Governing Body. Full Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting, subject to such Member having attained the age of twenty-five (25) years.

5.4 **FULL GOLF LADY MEMBERS**

Full Golf Lady Members shall consist of those persons approved of by the Governing Body and shall pay to the Club such Entrance Fee and Annual Subscriptions determined by the Governing Body from time to time. Fees shall be payable either annually in advance or on such terms as may be determined by the Governing Body within such periods as may be prescribed by law from time to time. Such Membership shall be for the duration of one (1) calendar year, and shall be renewable

annually upon payment of the prescribed subscription. A Full Golf Lady Member shall enjoy restricted rights and privileges as may from time to time be determined by the Governing Body. Full Golf Lady Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting, subject to such Member having attained the age of twenty-five (25) years.

5.5 **BOWLS MEMBERS**

Bowls Members (male or female) shall consist of those persons approved of by the Governing Body and shall pay to the Club such Entrance Fee and Annual Subscriptions determined by the Governing Body from time to time. Fees shall be payable either annually in advance or on such terms as may be determined by the Governing Body within such periods as may be prescribed by law from time to time. Such Membership shall be for the duration of one (1) calendar year, and shall be renewable annually upon payment of the prescribed subscription. A Bowls Member shall enjoy Full Membership and such restricted rights and privileges as may from time to time be determined by the Governing Body.

Bowls Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting, subject to such Member having attained the age of twenty-five (25) years.

5.6 **SECTIONAL MEMBERS**

Sectional Members shall consist of;

5.6.1 Any Full Member or Foundation Member (male or female) joining that section; or

5.6.2 Such persons approved by the Governing Body as may be admitted to enjoy restricted participation in one or more of the sporting amenities of the Club, apart from Golf or Bowls. Sectional Members shall pay such Entrance Fee and Annual Subscriptions as the Governing Body may from time to time determine.

Sectional Members shall have no voting rights nor be entitled to attend any Special or General Meeting of the Club unless entitled to vote by virtue of being either a Full and/or Foundation Member.

5.6.3 Any Full Member or Foundation Member wishing to join any other new section of the Club shall pay the required fees as determined by the Governing Body from time to time.

5.7 **STUDENT MEMBER**

Student Members shall consist of those Members who are bona fide students and approved of by the Governing Body, and in possession of a valid student card, who shall pay to the Club such Entrance Fee and Annual Subscriptions, payable in advance, as may from time to time be determined by the Governing Body.

Student Membership shall be for the duration of one (1) calendar year and shall be renewable annually on payment of the prescribed subscription.

Children of Full or Foundation Members shall at all times be given preference for admission as bona fide Student Members. The maximum age during which a bona fide Student Member may retain Student Membership shall be as follows :-

5.7.1 Boys and girls not exceeding the age of twenty-five (25) years;

Upon a Student Member reaching the maximum age limit of twenty-five years such student desiring Full Membership shall be subject to election in the manner provided for in this Constitution, save that the Entrance Fee shall be as defined hereunder.

In the event of the Member reaching the maximum age on or before the 31st March of any particular year, he shall be liable, in full, for the subscriptions payable in his new category of Membership. Should the Member attain the maximum age after the 31st March of any year then the Annual Subscription shall be calculated pro-rata to the period of his new category of Membership.

A Student Member who has been accepted as a Full Member shall be liable for an Entrance Fee of any amount being the difference between his/her Student Entrance Fee and the prevailing Entrance Fee for a Full Member at that time.

Student Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club.

5.8 **JUNIOR MEMBERS**

Junior Members shall consist of those Members approved by the Governing Body, who are school going, and who shall pay to the Club such Entrance Fee and Annual Subscriptions, payable in advance, as may from time to time be determined by the Governing Body.

Junior Membership shall be for the duration of one calendar year and shall be renewable annually on payment of the prescribed subscription.

Children of Full or Foundation Members shall at all times be given preference for admission as Junior Members.

The maximum age during which a Junior Member may retain Junior Membership shall be, boys and girls not exceeding the age of twenty (20) years;

The minimum age in each case shall be at the discretion of the Governing Body.

Upon a Junior Member reaching the maximum age of twenty years by the 31st March of any calendar year, such Junior Member desiring either Student or another category of membership available to them shall be subject to election in the manner provided for in this Constitution. In the event of the Member reaching the maximum age on or before the 31st March of any particular year, he shall be liable, in full, for the subscriptions payable in his new category of Membership. Should the Member attain the maximum age after the 31st March of any year then the Annual Subscriptions shall be calculated pro-rata to the period of his new category of Membership.

Junior Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club.

5.9 **SOCIAL MEMBERS**

Social Members shall consist of such persons approved of by the Governing Body and shall enjoy the use of the facilities of the Club other than the Golf and Bowling facilities, or any other sporting section of the Club.

Social Members shall be Annual Members who pay such Entrance Fee and Annual Subscriptions as the Governing Body may from time to time determine.

Social Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club, save for Social Members of fifteen (15) years or more good standing or by virtue of being a Foundation Member.

5.10 **WEEKDAY MEMBERS**

Weekday Members shall comprise those persons approved by the Governing Body against payment of such Entrance and Subscription Fees as prescribed from time to time. These Members shall be entitled to utilize those facilities of the Club prescribed by the Governing Body from Mondays to Fridays, excluding all holidays and/or when the Club is closed. The rights and benefits to which these Members are entitled can be varied by the Governing Body from time to time.

Weekday Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club.

5.11 **GROUP MEMBERS**

5.11.1 Group Members shall consist of those person/s elected by any company, firm or like concern (“the nominator”) and accepted by the Governing Body wishing to allow those person/s to enjoy the privileges of this Membership. Each nominator shall pay the Club such Entrance Fee and Annual Subscription on such terms as may be prescribed by the Governing Body from time to time.

5.11.2 Each nominator shall be entitled to nominate a minimum of three (3) Members who shall be known as Group Members. The aforesaid number of Members in this class may be altered or varied, by the Governing Body from time to time.

5.11.3 Group Members shall enjoy such restricted rights and privileges as are prescribed by the Governing Body from time to time

5.11.4 The nominator or its Group Members may not cede or in any way deal with the rights of Membership of their nominees

5.11.5 A nominator can substitute such Group Member on:

5.11.5.1 Submitting a formal application to the Governing Body;

5.11.5.2 Obtaining formal approval of the Governing Body; and

5.11.5.3 Effecting payment of a prescribed substitution fee;

5.11.6 In the event of the number of Members falling below three (3) at any time the Governing Body shall be entitled to terminate this Membership.

5.11.7 The nominator and/or Group Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club.

5.12 **COUNTRY MEMBERS**

Country Members shall consist of those persons approved of by the Governing Body who shall pay to the Club a Subscription Fee, such sum, payable in advance, as may from time to time be determined by the Governing Body.

Country Members shall be limited to person’s resident outside a fifty (50) kilometre radius of the Club.

Country Members shall enjoy restricted rights and privileges as may from time to time be determined by the Governing Body.

Members under this category shall not have any voting rights nor be entitled to attend any Special or General Meeting of the Club.

5.13 **HONORARY MEMBERS**

Honorary Members shall consist of those persons upon whom the Governing Body has conferred Honorary Membership. Honorary Membership unless re-conferred, shall not be for a period exceeding one calendar year. An Honorary Member shall enjoy such restricted rights and privileges as may from time to time be determined by the Governing Body. Honorary Membership shall not be transferrable. No subscriptions shall be payable by such Members except such fees and charges as may become payable under any Bye-Laws framed and passed by the Governing Body, including fees laid down by associated bodies. No person shall be elected as an Honorary Member unless he has been recommended for election by virtue of the fact that he holds some public office or that he has conferred some special benefit or honour on the Club. In addition the following shall be Honorary Members:

- 5.13.1 Persons engaged in any match, competition or tournament held at the Club;
- 5.13.2 Guests of Members attending any Club function;
- 5.13.3 Members of Committees or Officials of the Sports Association to which the Club is affiliated, whilst such Members or officials are at the Club by invitation or on official business;
- 5.13.4 Presidents and Captains of similar Clubs who have introduced themselves to the Manager/Secretary.

The Honorary Membership of any person may be cancelled at any time by resolution of the Governing Body. Honorary Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club.

5.14 **TEMPORARY MEMBERS**

Temporary Members shall be such persons upon whom the Governing Body/Executive may confer Temporary Membership.

- 5.14.1 It is contemplated that such membership is conferred by reason of such person holding some public office or having conferred some special benefit on the Club or being a bona fide candidate for Membership of the Club;
- 5.14.2 Such person shall be allowed the privileges of Membership, while engaged in any match, competition or tournament at the Club.

These Members shall have no voting rights and shall not be entitled to attend any Special or General Meeting of the Club.

5.15 **GOLF FAMILY MEMBERSHIP**

Family Membership shall be open to such Members who are by definition, a family residing in the same household, i.e. a couple and their siblings, and will be granted this membership upon approval from the Governing Body, the family membership will comprise of not more than:

- 5.15.1 One Full Golf Male Member (Membership and privileges set out in per 5.3)
- 5.15.2 One Full Golf Lady Member (Membership and privileges set out in per 5.4)
- 5.15.3 Siblings who must be residing with the above, and must qualify for their membership in either one of the following memberships (5.6 - Junior Members or 5.7 - Student Members). (Membership and privileges are set out in paragraphs 5.6 & 5.7)

5.16 **STAFF MEMBERS**

Staff Members shall consist of those persons approved of by the Governing Body who shall pay to the Club a Subscription Fee, and Affiliation Fee, such sum, payable in advance, as may from time to time be determined by the Governing Body.

Staff Members shall be limited to the persons employed by Reading Country Club.

Staff Members shall enjoy restricted rights and privileges as may from time to time be determined by the Governing Body.

Members under this category shall not have any voting rights nor be entitled to attend any Special or General Meeting of the Club.

5.17 **PENSIONER MEMBERS**

Pensioner Members shall consist of those persons approved of by the Governing Body who shall pay to the Club a Subscription Fee, such sum, payable in advance, as may from time to time be determined by the Governing Body.

Upon a Member reaching the minimum age of sixty-five years, such member desiring Pensioner Membership shall apply to the Governing Body for this category of membership, the qualification criteria for this category is that the Member must be a minimum of sixty-five years of age on the 1st day of January. There is no pro-rata calculation for this category.

Pensioner Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting.

5.18 **UNDER 25, UNDER 30 AND UNDER 35**

Under 25, Under 30 and Under 35 years of age Members, shall consist of those persons approved of by the Governing Body and shall pay to the Club such Entrance Fee and Annual Subscriptions determined by the Governing Body from time to time. Fees shall be payable either annually in advance or on such terms as may be determined by the Governing Body within such periods as may be prescribed by law from time to time. The age as at 1st January of each year, shall determine the various membership category that person shall qualify for. Should the Member attain the maximum age in that specific category, viz. ages 26, 31 and 36, the higher membership subscription will be charged pro-rata for the year, and shall be renewable, annually, upon payment of the prescribed subscription. Under 25, Under 30 and Under 35 years of age Members shall enjoy Full Membership and such restricted rights and privileges as may from time to time be determined by the Governing Body.

Under 30 and Under 35 years of age Members shall be entitled to attend any Special or General Meeting of the Club and vote at such Meeting, subject to such Member having attained the age of twenty-five (25) years.

5.19 **ADDITIONAL CLASSES OF MEMBERSHIP**

Any additional classes of Membership that may be contemplated shall be confirmed by the Governing Body.

6) **NUMBER OF MEMBERS, RESIGNATION AND RE-INSTALEMENT OF MEMBERS, SUBSCRIPTIONS, LEVIES, ENTRANCE FEES ETC.**

6.1 The number of Members of all classes, save Foundation Members shall not exceed such number as the Governing Body may from time to time decide to be the maximum desirable number of each class. Any Member intending to resign their Membership of the Club shall notify such intention in writing or via email, addressed to the Manager/Secretary. Such notice shall be received by the Manager/Secretary not later than the last day of the year of intended resignation; otherwise the Member shall be liable for payment of subscriptions for the ensuing year. All monies/subscriptions outstanding shall be paid in full together with that Member's resignation. Any Member may be reinstated by the Governing Body at its discretion and on such conditions as it may deem fit.

6.2 A pro-rata rate will be charged from date of membership to the end of the year for all fees due by new applications that have been accepted as Members of the Club.

The aforesaid only applies to the new members first year of Membership or part thereof, whereupon full Annual Subscriptions and any levies and other charges become payable in full.

6.3 **MEMBERS ON ACTIVE SERVICE AND SPECIAL CIRCUMSTANCES**

Should a Member be absent on active service or should any Member be experiencing any special circumstances, the Governing Body may suspend or remit in whole or in part a portion of such Member/s subscription for such time and on such conditions as it may decide.

7) **DUE DATE OF SUBSCRIPTION**

The fees and subscriptions of Members shall be due on the 1st January and payable annually in advance by the 31st March of each year, or any extended date as may be determined by the Executive, and verified by the Governing Body and permitted in terms of prevailing legislation. **The Affiliation Fee, if applicable, must be settled on the eve of the subscriptions becoming due, viz. by the close of business on the 31st December, in advance for the ensuing year.** In the event of any Member not effecting payment of his subscriptions by the due date or such extended date, then the Governing Body shall be entitled to;

7.1 Suspend that person's Membership together with all rights and benefits resulting therefrom.

7.2 Claim payment of all outstanding subscriptions which shall become immediately due and payable.

7.3 Claim interest on all overdue amounts at a rate equivalent to Overdraft Rates ruling at the time or such rates as the Governing Body may in its discretion decide.

7.4 Prohibit attendance by the Member on any of the Club's premises.

7.5 Invoke any other remedies to which the Club may be entitled either in terms of the Liquor Act or at Common Law.

7.6 Retain all Subscriptions, Fees or any other amounts paid by the Member for whatsoever reason without any obligation to refund such amounts.

8) **RIGHTS, PRIVILEGES AND LIABILITIES OF MEMBERS**

Membership does not and shall not give any Member of any class any right, title, interest, claim or demand in or to the funds, property or assets of the Club, save as recorded in this Constitution. Membership only entitles that Member the right and privilege of entering in and upon that portion of the property of the Club subject to any restrictions imposed by the Governing Body. Nothing herein contained

shall prevent the Governing Body from charging an Entrance Fee to the grounds or buildings or any portion thereof on such occasions when those facilities are used for tournaments or other special purposes. On such occasion the Governing Body shall be entitled to amend or restrict the rights of any class of Member. The liability of Members is limited to the unpaid amount of their subscription and any other monies that they may owe the Club.

9) ELECTION OF MEMBERS

Any person applying for Membership of the Club shall initially attend a Meeting with an Interviewing Committee elected by the Executive whereupon such person may receive an official Club Application Form for completion in writing. The application must be on the Official Form as approved by the Governing Body.

Each application shall state the Applicant's Full Name and Address, the class of membership to which it is proposed that the applicant shall belong and shall be signed by the Applicant, a Proposer and Secunder. The Proposer and Secunder must be Members of at least three (3) years good standing and may not be a Member of the Governing Body. The Application Form must be returned to the Club, duly completed, within thirty (30) days from the date of issue to the applicant. The Application must be posted on the Club's Notice Board for a period of twenty-one (21) days and shall thereafter be submitted to the Governing Body for final consideration at its next Meeting.

The Governing Body shall at its earliest convenience thereafter proceed to elect or reject the applicant and to notify the applicant of the outcome by registered post.

The Governing Body shall have the power to call for such further particulars regarding any proposed applicant as it may deem fit, and to require such proposed applicant to appear before it and to answer such questions as may be put.

The Governing Body shall have power in its sole and absolute discretion to reject any Application for Membership without assigning any reason therefor. In addition the decision of the Governing Body shall be final and binding. The person whose application is thus rejected shall have no claim whatsoever against the Club on any ground whatsoever.

10) REGISTERED ADDRESS

Every Member shall be bound to lodge and register - in writing - with the Manager/Secretary an address *or e-mail address* to which notices may be sent to such Member, and in like manner to notify the Manager/Secretary of any and all changes of address from time to time. Any Member failing to lodge such address or notify any change of address shall be precluded from denying the receipt of any notice addressed to his last registered address. Any notice required to be given by the Club to any Member shall be deemed to have been properly given and to have reached the Member if sent to such Member at his or her aforesaid registered address.

11) SUBMISSION TO RULES OF THE CLUB

The signed Application for Membership shall be an unconditional acknowledgement on the part of the applicant that;

- 11.1 He has read and understands the Rules and Regulations of the Club and the Constitution.
- 11.2 That he is bound by the Rules and Regulations and the Constitution of the Club.
- 11.3 He will accept and comply with all rulings of the Governing Body.

In particular the applicant shall be precluded and stopped from contending that he or she was not aware or had not perused a copy of the Constitution and all Rules, Regulations and Bye-Laws. A copy of the Constitution shall be available at the office of the Manager/Secretary at all reasonable times to enable Members or prospective members to peruse the contents.

12) TRUSTEE

All the movable and immovable property of the Club shall be vested in and registered in the name of a Trustee. The Trustee shall hold such property in trust for the Club and shall apply and dispose of the same for the benefit of the Club in such manner as the Governing Body shall, in conformity with this Constitution direct.

The Trustee shall be a Foundation Member and shall be elected by the Governing Body at their last Meeting of the year preceding the next Annual General Meeting and shall thereafter form part of that Body.

The Trustee shall be entitled to attend Governing Body Meetings and shall be entitled to vote at such Meetings. The Trustee shall hold office for a period of one (1) year, such office terminating on dissolution of the Governing Body and reviving at the first Meeting of the newly constituted Governing Body. There shall be only one Trustee in office at any given time.

All actions or suits at law brought by or against the Club shall be in the name of the Trustee and the Trustee is authorized to sign and execute all documents for and on behalf of the Club in order to give effect to the foregoing, subject to the approval of the Governing Body.

13) GOVERNING BODY - EXECUTIVE AND MANAGEMENT

13.1 GENERAL

13.1.1 The affairs of the Club shall be governed and managed by a Governing Body comprising thirteen (13) Members, four (4) of whom shall be the Executive. Should the Manager/Secretary be invited to serve on the Executive (see paragraph 13.1.7) then the Executive shall consist of five (5) Members

The Governing Body shall consist of a President, Vice President and Trustee (as defined in paragraph 12), (all of whom shall be Foundation Members), a Treasurer, a Club Captain, a Club Vice Captain, the Chairman of the Bowls Section, the Ladies Golf Club Captain, plus a further five (5) Members, three (3) of whom shall be Foundation Members. Each Member of the Governing Body shall have a vote. A Management Plan of the Governing Body is annexed on the following page.

13.1.2 The Executive shall comprise of a President, Vice President, Treasurer and the Club Captain. The Executive are delegated and appointed to carry out the functions of the Governing Body and all powers of the Governing Body are accordingly vested in them.

13.1.3 Members of the Governing Body (apart from the Trustee), shall be elected each year at the Annual General Meeting of the Club and shall be eligible for re-election without special nomination, but must signify their acceptance of nomination by signing the Nomination List displayed on the Notice Board of the Club.

Notwithstanding any office held by the thirteen (13) Members of the Governing Body, there shall always be a minimum of six (6) Foundation Members elected to this Body.

13.1.4 The Governing Body and Executive shall thus be constituted on the basis of the Management Chart annexed.

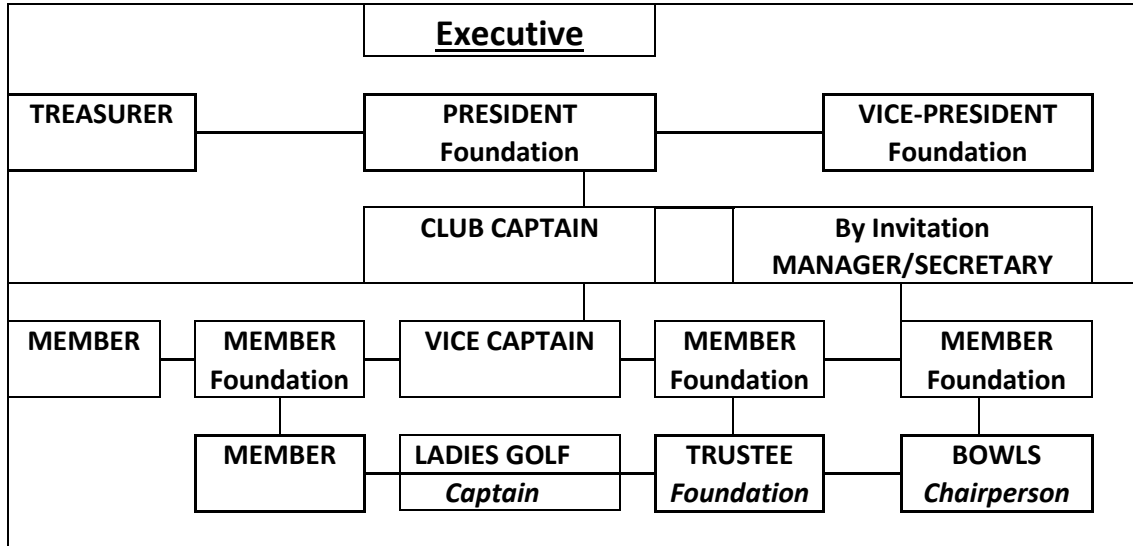
GOVERNING BODY & EXECUTIVE

MANAGEMENT CHART

13.1.5

Governing Body

"Appendix "A"



13.1.6 The Executive are empowered to invite the Manager/Secretary to become a Member of the Executive at their sole discretion in which event he shall enjoy all the rights and privileges of a Member of the Executive, including the right to vote.

13.1.7 Should the Manager/Secretary be appointed to the Executive as defined in 13.1.6, he will ipso facto become an additional Member of the Governing Body and be entitled to a vote thereon.

13.2 ELECTION OF MEMBERS FOR THE GOVERNING BODY AND DURATION OF OFFICE

13.2.1 Nominations of candidates for the Governing Body, apart from outgoing Members of the Governing Body, shall be in writing, signed by two Members of the Club in good standing, being a Proposer and Seconder and countersigned by the candidate and shall be delivered to the Manager/Secretary not later than five (5) days before the date of the Annual General Meeting.

13.2.2 Nominations for the Governing Body shall be posted in the Club House at least five (5) days prior to the Annual General Meeting.

13.2.3 The Governing Body shall remain in office until a new Governing Body shall have been elected. In the event of there being insufficient nominations before the Meeting, the vacancies for which there are no nominations shall be filled by the vote of Members at the Annual General Meeting of Members, subject to such nominee complying with the qualifications specified in 13.1.2 above.

Voting in respect of each position to be filled shall be by a separate vote.

No person shall be eligible for the office of President or Vice President unless he shall have served as a Member of the Governing Body for at least two (2) years with the qualifications specified in 13.1.2 above.

13.3 **VACANCIES IN GOVERNING BODY, CO-OPTION AND QUORUM**

- 13.3.1 A quorum for a Governing Body Meeting shall consist of any six Members of the Governing Body. Should less than six Members be present at any duly convened Governing Body Meeting one half hour after the appointed time for such Meeting, the Meeting shall stand adjourned to the earliest convenient date thereafter and notice shall be given as soon as practicable to all Members of the Governing Body of the adjournment and the reason therefor. At such re-convened Meeting the Members present shall be deemed to constitute a quorum. Should no Members of the Executive attend such re-convened Meeting a “stand-in” Chairman shall be elected from the body present and he shall have a casting vote for such re-convened Meeting. (See 13.4.3)
- 13.3.2 A quorum of the Executive shall compromise three (3) Members, one of whom must be the President or the Vice President.
- 13.3.3 The Governing Body may act notwithstanding any casual vacancies in it’s number so long as there remains not less than six Members. Should there at any time be less than six duly elected Members of the Governing Body by reason either of resignation, death, casual vacancy or other cause, the Executive shall be entitled to co-opt and appoint Members of the appropriate categories to fill the vacancies. The appointees shall serve on the Governing Body until the next Annual General Meeting and may make themselves available for re-election without special nomination as set out in 13.1.4 above.
- 13.3.4 The office of a Governing Body Member shall be vacated if:
- 13.3.4.1 Such Member ceases to be a Member of the Club;
- 13.3.4.2 Such Member fails to attend three consecutive Governing Body Meetings without special leave of the Governing Body having been obtained;
- 13.4.5 Should the office of Trustee become vacant the Governing Body may appoint another Trustee for the duration of that year without convening any further Meeting of Members.

13.4 **MEETINGS AND VOTING**

- 13.4.1 Meetings of the Governing Body shall be held at least every month whenever practicable.
- 13.4.2 Questions arising at any Meeting of the Governing Body or Executive may be decided by a majority of votes on a show of hands, or by ballot at the discretion of the President or “stand-in” Chairman as defined in 13.3.1
- 13.4.3 In the case of an equality of votes, the President (Chairman) shall have a casting vote in addition to his deliberative vote.

13.5 **MINUTES OF MEETINGS**

The Governing Body shall prepare Minutes recording the appointment of officers and the names of Members of the Governing Body present at each Meeting together with the Agenda, Resolutions and Proceedings of such Meetings. All Agendas, Resolutions and Proceedings of Meeting shall be entered in books provided for the purpose. Any such Minutes or an extract therefrom, signed by the Chairman and Secretary, shall be prima facie evidence of the matter stated in such Minutes or extract.

13.6 **POWERS OF THE GOVERNING BODY**

The Governing Body shall have full power and authority to do any act, matter or thing which could or might be done by the Club, except such matters as are in terms of this Constitution specially reserved to be dealt with at an Annual General Meeting or Special General Meeting of Members or Foundation Members. In addition to the general powers and authorities hereby conferred on the Governing Body, and without in any way limiting such powers and authorities, the Governing Body shall have the following special powers;

- 13.6.1 To acquire by purchase, lease, exchange or in any other manner whatsoever, any movable or immovable property wheresoever situate for the Club, calculated to benefit the Club and to advance its objects and to turn to account immovable or movable property, by constructing, demolishing or re-constructing same.
- 13.6.2 To secure the fulfillment of any contracts or engagements entered into by the Governing Body, by mortgage or charge or debentures or otherwise howsoever, of all or any part of the property of the Club, in such manner and under such conditions as it may think fit.
- 13.6.3 To sell, lease, let or hire, exchange, alienate or otherwise dispose of or mortgage or otherwise deal with or turn to account all or part or parts of the immovable or movable properties, rights, business, privileges or undertakings of the Club, and upon such terms as may be thought expedient, and as they may think most beneficial to Members of the Club, and to apply the consideration arising therefrom as they may think most advantageous for the Club; and to accept payment therefor, in cash or shares or debentures or other securities.
- 13.6.4 To lease, let or hire the movable or immovable property or any portion thereof upon such terms as may be thought expedient and as they consider most beneficial to the Members of the Club and to apply the consideration arising therefrom as they may think advantageous to the Club and to accept payment therefor.
- 13.6.5 To appoint at its discretion Attorneys, Agents, Secretaries, Managers, Officers, Clerks and Servants for permanent, temporary or special services, as they may think fit, and to vest them with such powers as they may think expedient, and to determine their duties and fix and vary their salaries or emoluments (if any) and at their discretion remove or suspend such persons and appoint new Auditors should they resign before the Annual General Meeting.
- 13.6.6 To institute, conduct, defend, compound or abandon any legal proceedings by and against the Club or its Officers, or otherwise concerning the affairs of the Club, and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Club.
- 13.6.7 To refer any claim or demand by or against the Club to arbitration, and to perform or refuse to perform the award.
- 13.6.8 To make and give receipts, releases and other discharges for monies payable to the Club, and for the claims and demands of the Club and except where otherwise provided in this Constitution, such receipts shall be signed by the Manager/Secretary or some person lawfully acting in the place of such Manager/Secretary.

- 13.6.9 To open or close any Banking Account in the name of the Club, and to draw, accept, endorse, make and execute all other negotiable instruments connected with the business of the Club; such Bills of Exchange, Cheques, other negotiable instruments and electronic fund transfers, shall be signed by any two of the authorized signatories comprising:
- 13.6.9.1 The President or Vice President or Treasurer - "A" signatories and
13.6.9.2 Any other Member of the Executive, the Manager/Secretary, or in his absence, any one signatory from the authorized signatories approved by the Executive - "B" signatories.
- 13.6.9.3 Any payment must include one "A" signatory and either a second "A" signatory or any "B" signatory to approve any payment.
- 13.6.9.4 Any EFT to be done may be done by any 2 signatories, "A" or "B", which payment, must be endorsed by a Member of the Executive.
- 13.6.10 To make, vary and repeal Bye-Laws for the regulation of the affairs of the Club, its Officers and Servants, of the Member of any class of the Club, provided that such Bye-Laws do not conflict with the Constitution.
- 13.6.11 To lend, invest or otherwise deal with any moneys of the Club not immediately required for the purpose of the Club upon such securities and in such manner and on such terms as they may think fit, and from time to time to vary or realise such investments, and to purchase or otherwise acquire and to hold for purpose of investment any land, bonds, securities issued by any local, municipal, public or provincial body, and to realize or dispose of same.
- 13.6.12 To fix remuneration of the Club's Auditor or Auditors.
- 13.6.13 To carry out and give effect to resolutions of Members in General Meeting and resolutions of the Executive and to consider and where appropriate to give effect to resolutions of the Sections of the Sub-Sections of the Club.
- 13.6.14 To set the amount of Entrance Fees, Annual Subscriptions and to determine whether to impose a Levy from time to time as well as the amount thereof, and to authorize changes to Playing Fees and any other charges, as may be recommended by the Executive or Chairman of the Sub-Sections through their respective resolutions.
- 13.6.15 To manage the affairs of the Club and the use of its premises, grounds, and equipment and generally for all matters connected with the good conduct of the Club.
- 13.6.16 To appoint the following Sub-Committees headed by a Chairman and Vice Chairman.
- 13.6.16.1 Membership Interviewing Committee;
13.6.16.2 Membership Committee;
13.6.16.3 House Committee;
13.6.16.4 Grounds Committee
13.6.16.5 Public Relations Committee;
13.6.16.6 Press/Media Committee;
13.6.16.7 Entertainment Committee;
13.6.16.8 Fund Raising Committee;
- And any additional sub-committee, that may become necessary for the smooth running of the affairs of the Club.
- 13.6.17 To confirm the election of any Members of any Sub-Section or Section of the Club at their respective General Meetings.

14) ANNUAL GENERAL MEETING

An Annual General Meeting of Members in good standing entitled to vote there at shall be held at such time and place as the Governing Body may determine but not later than the 30th June of each year. The business to be done at the Annual General Meeting shall be:

- 14.1 To confirm the Minutes of the previous Annual General Meeting.
- 14.2 To receive and consider the following reports of the position of the Club:
 - 14.2.1 President's Report;
 - 14.2.2 Treasurer's Report;
 - 14.2.3 The Statements of Accounts for the year completed.
- 14.3 To elect Members of the Governing Body referred to in this Constitution for the ensuing year.
- 14.4 To elect a Club Captain and Club Vice Captain who if they are Members of the Golf Section shall occupy the positions of Chairman and Vice Chairman of the Golf Section. Should the occasion arise when the Club Captain and/or Club Vice Captain are elected and they are Members of any other Section or Sub-Section of the Club, the immediate past Club Captain and immediate past Club Vice Captain who being Members of the Golf Section shall continue to occupy their respective positions as Chairman and Vice Chairman of the Golf Section until the next Annual General Meeting of the Golf Section, when a new Chairman and Vice Chairman will be elected for the ensuing year.
- 14.5 To elect the Club's Auditor or Auditor's.
- 14.6 To confer Honorary Life Membership on any person recommended by the Governing Body.
- 14.7 To consider any resolutions concerning the affairs of the Club of which due notice has been given and any business concerning the affairs of the Club, which is brought under consideration by the report of the Governing Body.
- 14.8 To ratify and confirm the election of the Trustee elected at the last Governing Body Meeting.

15) NOTICE OF ANNUAL GENERAL MEETING

- 15.1 A notice of the day and hour of the Annual General Meeting shall be posted at the Manager/Secretary's office and Club Notice Board for at least twenty one (21) days prior to the Meeting and shall be sent by post ***or e-mail*** to each Member who is of good standing, and qualifies to attend such Meeting. The accidental omission to send such notice to such Member or non receipt by any such Members shall not invalidate the Meeting. Notice of any resolution to be proposed at the Annual General Meeting other than the ordinary business must be lodged with the Manager/Secretary at least thirty (30) days before the date fixed for such Meeting, and shall be incorporated in the notice advising qualifying Members of the Annual General Meeting.

16) SPECIAL GENERAL MEETING

The Governing Body may at any time call a Special General Meeting of Foundation Members or of Foundation and Full Members by giving not less than seven (7) days notice specifying for what object the Meeting is called. The Governing Body shall at its discretion call a Special General Meeting upon receipt of a requisition signed by twenty-five (25) Full or Foundation Members of the Club, specifying the object for which such Meeting shall be called. Subject to the powers of the Governing Body hereafter stated, no business other than the specified shall be transacted at such Meeting.

A Special General Meeting of Foundation Members may be requisitioned by twenty-five (25) Foundation Members specifying the object for which such Meeting shall be called. Subject to the powers of the Governing Body hereafter stated, no business other than that specified shall be transacted at such Meeting.

17) QUORUM AT GENERAL MEETINGS/SPECIAL GENERAL MEETINGS AND FOUNDATION MEMBERS SPECIAL AND GENERAL MEETINGS.

A quorum for a General Meeting or Special General Meeting shall be forty (40) Members entitled to vote, provided that if no quorum be present within thirty (30) minutes after the time fixed for the Meeting, the Meeting shall in the case of an Annual General Meeting or a Special General Meeting called by the Governing Body, be postponed to the same day and hour in the following fourteen (14) days hence, and at such reconvened Meeting the Members present shall be deemed to be a quorum for the transaction of all business of the Meeting.

A quorum for a Special General Meeting of Foundation Members shall be 25% of the number of Foundation Members, provided that if no quorum be present within thirty (30) minutes after the time fixed for the Meeting, the Meeting shall be postponed to the same day and hour in the following fourteen (14) days hence and at such reconvened Meeting the Foundation Members present shall be deemed to be a quorum for the transaction of all business of the Meeting.

In the case of a Special General Meeting called by the requisition of Full Members, if no quorum be present, the Meeting shall be dissolved.

18) CHAIRMAN

The Chair, at all Executive, Governing Body and General Meetings of the Club, shall be taken by the President of the Club, or in his absence by the Vice President, or failing him by a Member of the Executive who shall be a Foundation Member, failing which the Meeting shall stand adjourned, and reconvened in accordance with this Constitution.

19) ADJOURNMENT OF MEETINGS

- 19.1 Should the occasion arise that no quorum is gathered together at any Meeting as outlined in this Constitution, the Chairman or his duly appointed Deputy, in terms of this Constitution, may adjourn such Meeting and arrange a new date and time for such Meeting to take place.
- 19.2 In the case where discussion on an Agenda cannot be completed in the time allotted for such Meeting, the Chairman may, with the consent of the Meeting, adjourn same from place to place and from time to time but no business shall be transacted at any reconvened Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

20) VOTING AT GENERAL MEETINGS - PROXY VOTES

Every question submitted to a Meeting, except where ballot is provided for, shall be decided in the first instance by a show of hands, the Chairman having a second or casting vote in the case of equality and unless a ballot be demanded, it shall be taken in such manner and at such place and time as the Chairman directs. In accordance with this Constitution every Member in good standing present in person shall be entitled to one vote.

No Member shall be entitled to attend or vote at any General Meeting if he or she is in arrears with the payment of any Subscriptions or sum due to the Club or to any Sub-Club or Sub-Section of the Club. For the purpose of this clause the word "arrear" shall be deemed to mean such Subscriptions or sums due to the Club for the period concurrent with the date on which the Meeting is held, save where the Member has been granted an extension of payment as contemplated in Clause 7 above.

A majority vote at all Meetings is required to give effect to any proposal presented as outlined in this Constitution.

PROXY VOTES shall not be considered at any Meeting of the Club.

21) MISCONDUCT OF MEMBER AND DISCIPLINARY ACTION

If any complaint is lodged with the Club accusing any Member of the Club of improper conduct or ungentlemanly or unladylike or unsportsmanlike behaviour or conduct detrimental or prejudicial to the interests of the Club or conduct contrary to the provisions of this Constitution, whether such conduct has taken place within the Club's precinct or elsewhere, such complaint shall initially be brought to the notice of the Manager/Secretary or failing him a Member of the Executive. The complaint will then expeditiously be presented to the Executive Committee, who at their sole discretion decides whether to convene a Disciplinary Committee to deal with the complaint so lodged.

21.1 A Disciplinary Committee so convened shall comprise:

21.1.1 The President who shall occupy the seat of Chairman

21.1.2 The Vice President

21.1.3 The Treasurer

21.1.4 The Chairman of the Sub-Section concerned

21.1.5 At the discretion of the Executive Committee a person elected by the Executive Committee, who preferably is conversant with South African Law and who is not the Complainant.

21.2 Should any of the aforesaid recuse themselves from the Disciplinary Committee so formed, the Executive Committee shall appoint replacements from the Governing Body.

21.3 In the case where a Disciplinary Committee cannot be convened with the five Members as outlined heretofore, the Executive Committee shall have the power to convene a Disciplinary Committee with a lesser amount of Officers but not less than three. The Chairman of the Sub-Section concerned shall wherever possible be a Member of any Disciplinary Committee convened by the Executive Committee, failing which the Vice Chairman, failing which a Nominee from the Sub-Section concerned who shall be invited by the Executive Committee to take office on the Disciplinary Committee so convened. Should no Committee Member of the Sub-Section be available, the Executive Committee shall have the power to appoint any Member of the Governing Body to represent the Sub-Section concerned.

Such a Disciplinary Committee shall have the power to call upon any person to testify at any time should it consider that such person is able to give assistance to the Disciplinary Committee in arriving at a decision. Should the Disciplinary Committee further consider that sufficient evidence has been deduced from a primary investigation to justify a prima facie case against the Accused Member, such Member shall be notified by Registered Post, *e-mail* and/or Telegraphic Communication to make himself/herself available to appear before the said Disciplinary Committee, setting out the time and place so convened, and to render an explanation in regard to the prima facie allegations made against such Accused Member.

In the event of the Accused Member not being available to appear at the time and on the date set down for the said Meeting, the Disciplinary Committee may at their sole discretion, and taking into consideration that the Accused Member is not unduly delaying the efficient procedures pertaining to the convening of such Disciplinary Committee Meeting, set a new time and date for the Accused Member to appear at a re-convened Meeting. Notification to the Accused Member of such re-convened Meeting shall be given by the Club in the manner prescribed above.

Should an Accused Member fail to appear at any Disciplinary Committee Meeting convened in accordance with this Constitution, the said Committee shall have the power to proceed with their

deliberations, and arrive at their decision, including the immediate expulsion of such Member in his/her absence? Such decision shall be communicated to the Accused Member by Registered Post without delay. Dates of postal communications may be used as effective dates in the aforesaid regard.

The Executive may at their sole discretion confer with the Manager/Secretary in precluding an Accused Member who has been summoned to a Disciplinary Committee Meeting, from entering the Club premises or making use of the facilities offered to Members, until such time as the findings of the Disciplinary Committee have been arrived at. At a Disciplinary Committee Meeting the Accused Member shall have the right to call any evidence in support of his contentions, testimony, and/or defence. The number of persons so called, to be interviewed by the Disciplinary Committee Meeting whilst it is in session shall be at the sole discretion of the aforesaid Committee.

After hearing any evidence, which shall be at their sole discretion, the Disciplinary Committee shall be empowered to take such disciplinary action in favour of or against the Accused Member in question as it may deem fit, including the immediate expulsion of such Member.

- 21.4 There shall be no right of appeal or review against any action taken by the Disciplinary Committee. Likewise no right of appeal or review against the action taken by the Disciplinary Committee shall be recognized should they be made to the Executive Committee and/or the Governing Body.
- 21.5 The rights and powers of the Disciplinary Committee and the Executive Committee shall for the purposes of this clause be deemed by the Governing Body to vest in the Disciplinary Committee.
- 21.6 No legal action or proceedings of whatever nature may be instituted by any present or previous Member of the Club against any Committee or other Member of staff of the Club, arising from any action taken under this Clause.
- 21.7 The proceedings and results of Disciplinary Committee Meetings shall be presented in Minute Form at the next Governing Body Meeting following, for inclusion in the Minute Register of the Club.
- 21.8 Any action taken against a Member at Disciplinary Committee Meetings shall be recorded in such Member's personal file.

22) CLUB NOTICES

General Club Notices to Members of all classes shall be duly given by posting same at the Manager/Secretary's office or other Notice Boards intended for those purposes, provided on the Club's premises, and the posting thereof on that board shall be sufficient notice to each individual Member. Notices intended for Members shall be forwarded to the Member's address as dealt with in Clause 10 of this Constitution. Members shall be entitled to amend or alter their addresses by furnishing the Manager/Secretary with written notice to that effect.

23) SECTIONS OR SUB-SECTIONS

It shall be permissible for the Members of any class or classes to form a Section or Sub Section with the permission of the Governing Body, for the purpose of carrying on any particular activity or sport functional at the Club. Such associations are herein referred to as Sections or "Sub-Sections". Sections shall be entitled to formulate their rules of conduct which shall:

- 23.1 Not conflict with the provisions of this Constitution and all controlling Amateur Sporting Bodies, Associations and the like; and
- 23.2 Be subject to the approval of the Governing Body.

The internal control and management of each Section or Sub-Section shall be vested in a Sectional Committee elected by the active members thereof, provided however, that the members of the Sectional Committee of such Section or Sub-Section shall submit their decision on all matters relating to the management of and the affairs of such Section or Sub-Section to the Governing Body who shall have the final and decisive power to deal with such decision.

Sectional or Sub-Sectional Committees shall be elected at their respective Annual General Meetings. These Committees shall consist of a Chairman, Vice Chairman and a Committee. Minutes of such Meetings shall be kept and presented at the next Governing Body Meeting. The Chairman shall hold office for not less than two (2) years.

24) INTERPRETATION

- 24.1 In the case of doubt as to the meaning or interpretation of this Constitution, the Governing Body shall then be the final arbitrator, and it's decision shall be final and binding upon all Members.
- 24.2 In this Constitution the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural wherever necessary.

25) ALTERATION OF CONSTITUTION

The Constitution of this Club may only be altered, varied or amended in the following manner;

- 25.1 The alteration, variation or amendment shall be submitted to the Governing Body who shall place such alteration, variation or amendment on the Agenda for a Special General Meeting of Foundation Members convened for such purpose.
- 25.2 The motion for the alteration, variation or amendment shall not be carried unless two thirds of the Foundation Members present in person vote in favour of the motion. A quorum for a Special General Meeting for this purpose shall be 25% (twenty five per centum) of Foundation Members, provided that if no quorum be present within thirty (30) minutes after the time fixed for the Meeting, same shall be postponed by the Governing Body to the same day and hour in the following fourteen (14) days and at such re-convened Meeting the Foundation Members present shall be deemed to be a quorum for the purpose of voting on the motion.

26) BOOKS AND RECORDS

Proper books and accounts shall be kept of all sums of money received and expended by the Club. The financial year end shall commence on the 1st January and end on 31st December of each year. The accounts shall reflect, inter alia:

- 26.1 Particulars of receipts and expenditure
- 26.2 All other related matters normally included in such accounts

These books and accounts shall not be available to Members, save that the Governing Body shall deal fully with any queries raised, relating to the books and records and/or the contents thereof at any Annual General Meeting. The books and accounts shall be examined annually or whenever necessary and a Balance Sheet and relevant Accounts drawn, the correctness of which shall be certified by a qualified and practicing Auditor.

27) LIQUIDATION

The Club may be wound up by a resolution passed by the majority of not less than three fourths of the Full Members present and voting at a Special General Meeting of which at least thirty (30) days notice has been given to every Member.

28) PARTIAL LIQUIDATION

The Members in a General Meeting shall appoint Liquidators who, after satisfaction of the liabilities, shall, subject to the direction of the Members, be obliged to give or transfer it's remaining assets to other clubs, societies or associations with objectives similar to those of the Club.

29) PUBLICITY AND STATEMENTS TO THE MEDIA

No Member of any category, or Committee Member of any category, or Staff Member of any category, may make or give any statements whatsoever related to the affairs of the Club to any Newspaper, Magazine, Radio and/or Television Programme or any other person or organisation in the field of Publicity, Advertising of any other Media, without the express permission of the Executive Committee. Sporting results and fixtures of times and events for the purpose of the Clause, are exempt from the aforesaid restraints.

30) CONFLICT OF INTEREST

No Member of any category, or Committee Member of any category, or Staff Member of any category, may use their influence or abuse their position in the club, to gain any benefit, either directly or indirectly without the express permission from the governing body.