



C M R GOLF CLUB

CONSTITUTION

1. NAME

The name of the Club is "CMR Golf Club" (hereinafter referred to as the "Club") which shall be a Voluntary Association having an existence independent of its members.

2. OBJECTIVES

The objectives of the Club are to operate as a private sporting and recreational organisation for the use of members and their guests only and to comply with all necessary legislation pertaining thereto.

3. No part of this Constitution shall be considered fundamental to such an extent that it cannot be altered, amended or deleted in terms of paragraph 16.5 hereof.

4. DEFINITIONS AND INTERPRETATIONS

4.1 In this Constitution the following shall have the meanings respectively listed except where the context shall otherwise require:

4.1.1 The word "Club" shall mean the Voluntary Association referred to in paragraph 1 of this Constitution.

4.1.2 The word "premises" shall include the clubhouse, golf course and surrounds.

4.1.3 The word "member" shall apply to both male and female.

4.1.4 The masculine shall include the feminine gender and vice versa.

4.1.5 Any reference to by-laws shall mean rules and regulations and vice versa and shall be considered as binding on members in terms of this Constitution.

4.1.6 The word "posted" shall mean posted by the Club.

4.1.7 The word "visitor" shall refer to a non-member who shall have paid the appropriate non members fees for the use of the golfing amenities and who shall become a temporary member for the day thereby subject to the Constitution and by-laws of the Club.

4.1.8 The word "guest" shall refer to a non member, who shall have been introduced by a member, and who shall at all times be in the presence of such member who shall be responsible for his guest while on the premises.

- 4.1.9 Immediate family shall mean the spouse and dependent children under the age of 18 years.
- 4.1.10 Any reference to "year" shall refer to the Club's financial year ending on 31 December each year.
- 4.1.11 The "Council" shall refer to the Western Metropolitan Sub Structure of the Greater Johannesburg Transitional Metropolitan Council and its successors in title.
- 4.1.12 The words "in good standing" shall mean that all amounts due to the Club are paid in full or arrangements made to pay such to the satisfaction of the Management Committee. A member shall not be "in good standing" if his membership has been suspended for any reason whatsoever.
- 4.1.13 Where the context so requires, the singular shall be deemed to impart the plural and vice versa.
- 4.1.14 The word "Management" shall refer to the General Manager of the Club, his representative, or a member of the Management Committee.
- 4.2 In case of doubt as to the meaning of any paragraph in this Constitution or of any by-law, made in terms of this Constitution, the interpretation of the Management Committee shall be binding upon the members until such time as the members in General Meeting may otherwise determine. Any decision taken at such General Meeting of the members shall in no way affect the validity of any act done or omitted to be done in terms of a prior valid ruling given by the Management Committee.
- 4.3 The word "Trustee" shall refer to the Chairman of the Management Committee or in his absence, the Vice Chairman or such other member of the Management Committee as the Committee may appoint, who shall stand possessed of the assets of the Club. Any actions of law brought by or against the Club shall be in the name of the Trustee who shall have the power to execute all documents in connection therewith.

5. INCOME AND ASSETS

- 5.1 The Club is a non-profit organisation and all income and assets of the Club from whatsoever source derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Constitution. No portion shall be paid or transferred by way of profit, directly or indirectly, to any persons who are, or have been, a member of the Club. Any excess of income over expenditure shall be utilised for the acquisition of assets or the improvement to existing assets, services and facilities of the Club for the benefit of the members.
- 5.2 In the event of the dissolution of the Club, the Trustee shall realise the Club's assets to the best possible advantage and, after satisfying all liabilities, shall pay any surplus over to the South African Golf Union for this body to create and administer a Trust Fund to be utilised for the furtherance of Golf

6. LIMITATION OF LIABILITY

- 6.1 All assets and liabilities of the Club shall be registered or held in the name of the Club.
- 6.2 The individual members shall not be liable for the debts, contractual obligations or any other liabilities of the Club and their liability shall be limited solely to the amount due by them in respect of their outstanding subscriptions or other monies payable in terms of this Constitution.

- 6.3 No liability shall attach to the Club in respect of the property of any member or his guests, which may be lost, damaged, or stolen on or from the Club premises.
- 6.4 No liability shall attach to the Club in respect of injury or death to any member or his guests while on the premises or elsewhere while representing the Club or on Club business.
- 6.5 The Club shall exist in its own right, separately from its members.
- 6.6 The Club shall continue to exist even when membership and the Management Committee changes

7. MANAGEMENT OF THE CLUB

- 7.1 Management of the Club shall vest in the Management Committee who shall have all such powers as are necessary or expedient for carrying out the objects of the Club including the right to reverse, rescind or amend any decision or action carried out by any Sub Committee or member of the personnel.
- 7.2 Notwithstanding the above, the Management Committee shall not have the power to alienate or hypothecate any immovable property of the Club without a resolution being passed at the Annual General Meeting or a Special General Meeting called for that specific purpose and approved by at least two thirds of the members present and entitled to vote at such meeting.
- 7.3 The General Manager shall be responsible for giving effect to the directions of the Management Committee and such other Sub Committees as the Management Committee may appoint from time to time.
- 7.4 The General Manager shall be responsible for the appointment, dismissal or suspension of any member of the personnel, for the supervision of such personnel and for ensuring that such personnel perform their duties in a satisfactory manner to the benefit of the Club.

8. MEMBERSHIP

8.1 CLASSES:

- 8.1.1 **HONORARY LIFE MEMBERS**, being those elected as follows - At any Annual General Meeting of the Club the Management Committee may propose one person for election by the majority of enfranchised members present as an Honorary Life Member. In this respect no Management Committee members shall be enfranchised to vote. Any person elected as Honorary Life Member of the Club shall remain subject to this Constitution and the by-laws of the Club, be entitled to all the privileges of full membership of the Club, but shall not be required to pay further subscriptions. No person shall be proposed as an Honorary Life Member unless that person has been a full member of the Club for at least 15 years and is considered by the Management Committee to have rendered exceptional services to the Club and to be deserving of this honour. All Honorary Life members shall maintain the status of a full member of the Club.
- 8.1.2 **FULL MEMBERS**, being those persons duly elected as such in terms of paragraph 8.3 who shall be entitled to all the privileges of membership, shall be eligible for election to the Management Committee and shall be entitled to vote at General Meetings provided they are in good standing.

8.1.3 **WEEKDAY MEMBERS** shall be affiliated to a recognised group in terms of paragraph 8.1.12 and shall be entitled to all the privileges of membership subject to the following:

8.1.3.1 They shall not be eligible for election to the Management Committee or be entitled to vote at General Meetings.

8.1.3.2 They shall not be entitled to play golf on Saturdays, Sundays and Public Holidays other than during the prescribed time period set by the Management Committee from time to time.

8.1.3.3 The Management Committee may from time to time impose such limitations and restrictions, as it deems fit in respect of weekday members.

8.1.4 **PENSIONER MEMBERS**

The Management Committee may in its absolute discretion grant pensioner membership status to any member who has attained the age of 63. A pensioner member shall be entitled to all the privileges and subject to all the restrictions applicable to the class of membership to which he subscribes.

8.1.5 **HONORARY MEMBERS**, being those accorded membership by invitation of the Management Committee by reason of their distinguished status. Such Honorary Members shall be exempt from payment of all Club subscriptions. Such members shall be entitled to all the privileges of membership but shall not be entitled to vote at General Meetings of the members nor shall they be eligible for election to the Management Committee. The duration of such membership shall be at the discretion of the Management Committee.

8.1.6 **STUDENT MEMBERS**, being those members duly elected as such in terms of paragraph 8.3 and who shall be bona fide full time students attending a recognised University, College, Technicon or School, or a registered apprentice learning a trade acceptable to the Management Committee and of the age of not less than 19 years and not more than 23 years. Proof of registration, as a student must be furnished annually before the beginning of each financial year of the Club. Such members shall be entitled to all the privileges of membership subject to the following:

8.1.6.1 Responsibility for the student and payment of any fees has been accepted in writing by his parents or guardians and

8.1.6.2 They shall not be eligible for election to the Management Committee or be entitled to vote at General Meetings.

8.1.6.3 The Management Committee may from time to time impose such limitations and restrictions, as it deems fit in respect of these members.

8.1.7 **DEVELOPMENT MEMBERS**, being those accorded membership at the sole discretion of the Management Committee by reason of their involvement in the development of their game of golf, but their inability to fully meet the financial obligations. The total number of Development Members shall be at the sole discretion of the Management Committee, but limited to a maximum of six at any one time.

8.1.7.1 The Club subscriptions, if any, payable by such Development Members shall be at the sole discretion of the Management Committee.

- 8.1.7.2 Development members shall be entitled, to all the privileges of membership but shall not be entitled to vote at General Meetings of members nor shall they be eligible for election to the Management Committee.
- 8.1.7.3 The duration of such membership shall be at the sole discretion of the Management Committee.
- 8.1.8 **JUNIOR MEMBERS**, being those persons duly elected as such in terms of paragraph 8.3 who shall be of the age of not more than 18 years, who shall be entitled to all the privileges and subject to the restrictions of student members.
- 8.1.9 **COUNTRY MEMBERS**, being those members duly elected as such in terms of paragraph 8.3 who are bona fide resident outside a radius of 80km of the Club and having no place of business within such 80km radius.
- 8.1.10 **GROUP MEMBERS**, being those members where membership is offered to Groups in respect of persons nominated by them. Such groups shall be a minimum of 20 members and a maximum of 100 members and shall be responsible for their own administration. Such groups will be limited in number to a maximum of three at any time and be subject to such conditions as the Management Committee may determine from time to time provided that:
- 8.1.10.1 Such groups shall elect as a group as to the class of membership to which they wish to subscribe provided that at no time shall they be entitled to the privileges of full membership.
- 8.1.10.2 Such groups shall pay an entrance fee and subscription equal to 70% (Seventy Percent) of the annual fees payable by the class to which they subscribe.
- 8.1.11 **RECIPROCAL MEMBERS** shall be members of those golf Clubs with which the Club has a reciprocity agreement. Reciprocal membership shall be subject to the conditions set out in the reciprocity agreement but generally shall not exceed a total period of 60 days in any calendar year.
- 8.1.12 **FOSSIL MEMBER** The Management Committee may in its absolute discretion fossil membership status to any member who has attained the age of 63. Fossil members shall be entitled to all the privileges of membership subject to the following:
- 8.1.12.1 They shall not be eligible for election to the Management Committee or be entitled to vote at General Meetings.
- 8.1.12.2 They shall not be entitled to play golf on Saturdays, Sundays and Public Holidays other than during the prescribed time period set by the Management Committee from time to time.
- 8.1.12.3 The Management Committee may from time to time impose such limitations and restrictions, as it deems fit in respect of Fossil members

8.2 LIMITATION ON NUMBER OF MEMBERS

- 8.2.1 The number of members shall not exceed such number as the Management Committee may from time to time decide upon, provided that priority in the admission of new members the following order, should as far as possible, be observed:
- 8.2.1.1 An existing member applying for transfer to a different class of membership
 - 8.2.1.2 Applicants for full membership
 - 8.2.1.3 The spouse of a member
 - 8.2.1.4 The major child or children of a member
- 8.2.2 The Management Committee shall be empowered to institute a waiting list of all persons applying for membership of the Club.
- 8.2.3 Notwithstanding anything herein contained, the Management Committee shall be entitled, at its discretion, to admit a member in what the Management Committee considers to be exceptional circumstances subject always to the provisions as contained in this Constitution.

8.3 ADMISSION OF MEMBERS

- 8.3.1 A candidate for election as a member other than temporary, group, reciprocal and honorary members shall apply on the prescribed application form and shall either be proposed in writing by one full member in good standing and seconded by another or shall furnish two character references acceptable to the Management Committee. The application form together with the entrance and subscription fee payable shall be handed to the Club's General Manager who shall cause the name of the candidate to be posted on the Club notice board for at least 14 days prior to the ballot. Any member who objects to the election of the candidate as a member shall direct his objections in writing to the Management Committee who shall treat such communication as confidential and shall take cognisance thereof when considering the application.
- 8.3.2 Only members who have been full members in good standing for at least two years and to whom the candidate has been known for at least two years may propose or second a candidate. The Management Committee may however, in its discretion, reduce this period. No member may propose/second more than one new member per month.
- 8.3.3 A candidate whose application has been accepted and whose name has been posted on the Club notice board, may make use of the Club facilities until the Management Committee have considered his application.
- 8.3.4 All prospective members will make themselves available for interview by at least two members of the Management Committee who will then make the necessary recommendations to the Management Committee. Such prospective members may not introduce guests to the Club until duly elected.
- 8.3.5 Election of the prospective member shall be by approval of the Management Committee in ordinary meeting. Such election shall be by a majority of two-thirds of the members of the Management Committee present at such meeting

- 8.3.6 Each newly elected member shall forthwith be notified of his election, attends a meeting of new members, and be furnished with the Constitution and by-laws of the Club to which he shall be bound.
- 8.3.7 The Management Committee is not obliged to disclose to an unsuccessful candidate, his proposer, seconder or any other person the reason for his application being rejected and remains the sole arbiter in the matter of final approval or rejection of any application for membership.
- 8.3.8 No candidate whose application for membership has been rejected may again seek election within a period of 12 months of his original application being rejected. However the Management Committee shall have the power to reconsider at any time any rejected application should it believe that there are reasonable grounds to do so.

8.3.9 Inadvertent election of a member

8.3.9.1 Should an applicant have been elected as a member inadvertently by the Management Committee in terms of paragraph 8.3.5 the Management Committee may declare his election void, shall give him written notice to that effect and shall return his entrance fee and/or subscription fee or a part thereof as determined by the Management Committee at the earliest opportunity. The Management Committee is not obliged to disclose the reason for such action.

8.3.9.2 If at any time after the election of a member in terms of paragraph 8.3.5 it becomes apparent that such member has been elected under misrepresentation, mistaken identity or owing to incorrect information having been given, the Management Committee shall have the power to cancel his election as a member and he shall cease to be a member of the Club with immediate effect. Any member whose membership is so cancelled shall be informed in writing of the reason for such action but shall have no claim whatsoever against the Club for damages or the return of entrance and subscription fees paid. The Management Committee however shall have the right to make any **ex gratia** refund of such fees paid, as it may consider proper.

8.3.10 Submission to the Constitution and by-laws of the Club

The submission of a duly completed application form to the Club shall be an acknowledgement on the part of any applicant for membership that he undertakes to be bound by and subject to the Constitution and by-laws of the Club. No applicant or member shall thus be absolved from the requirements and constraints of the Constitution and by-laws on the grounds of ignorance of their existence.

8.3.11 Transfer to different class of Membership

A member of any class of membership may at any time apply to the Management Committee to be transferred to any other class of membership. Such application shall be considered on its individual merit and may be approved upon such terms and conditions as the Management Committee, at its sole discretion, may determine in each case. The member shall become liable for such additional fees as may become due in terms of paragraph 8.9.5 of this Constitution.

8.4 RESIGNATION

Resignation must be in writing addressed to the Committee of the Club and be received by him prior to the 31st December of the year in which the member wishes to resign, failing which the member will be liable for the subscription for the next financial year. The Management Committee may however in its absolute discretion release a member from his obligation to pay such subscription, on good cause shown by the member, provided that such a decision is taken by two-thirds of the Management Committee members present at the meeting.

8.5 BREACH OF CONSTITUTION AND/OR BY-LAWS

8.5.1 Disciplinary Committee

A committee consisting of three full members will be appointed by the Management Committee to preside over cases where disciplinary action may be required.

8.5.2 Unbecoming Conduct

In the event of a breach by a member of the provisions of this Constitution or of the by-laws of the Club, or in the opinion of the Management Committee, if a member be guilty of conduct unbecoming, or conduct prejudicial to the interest or reputation of the Club, either in or out of the Club, he shall be called to appear before a Disciplinary Committee. Failing his attendance before the Disciplinary Committee, the Disciplinary Committee shall impose such ruling as it, in its sole discretion, deems fit. Without limiting the Disciplinary Committee, the ruling may consist of a suspension, expulsion or caution and reprimand. The ruling imposed shall come into effect immediately, but shall be subject to appeal to the Management Committee. Such intention to appeal shall be lodged by the member in writing with the General Manager within seven days.

8.5.3 On receiving a recommendation from the Disciplinary Committee, the Management Committee shall confirm such recommendation unless notice to appeal has been lodged. The Management Committee shall consider such appeal and issue its ruling, which shall be final. A statement of the ruling and a brief description of the incident giving rise to the disciplinary act shall be posted on the Club notice board and may be inserted in the Club notices.

8.5.4 A ruling for the expulsion or suspension of a member shall not take effect unless passed by 2/3 majority at a meeting of the Disciplinary Committee.

8.6 LIMITATIONS OF RIGHTS OF MEMBERS

The Management Committee shall be entitled to limit members the right to the use of any specified amenities of the Club from time to time. Such limitation may be total or may be restricted in time to any days of the week or to any times of specified days as the Management Committee may determine.

8.7 REINSTATEMENT OF MEMBERSHIP

The Management Committee shall have the power to re-admit members who for any reason have relinquished membership of the Club, on such terms and conditions, including the waiving of the entrance fee, as it shall determine in each particular case.

8.8 INTRODUCTION OF GUESTS

- 8.8.1 Members may introduce guests to the Club premises, subject to the by-laws of the Club relating to guests from time to time.
- 8.8.2 The Management Committee shall have the power to prohibit any member who has been found guilty of transgressing this rule, from introducing any guests for such period as it may determine.
- 8.8.3 No member shall introduce, as a guest at any time, any person who has been struck off the list of members or whose application for membership was rejected.
- 8.8.4 The Management Committee shall have the power to limit or prohibit the admission of guests on special days or in connection with any specific Club function.
- 8.8.5 Guests must be in the company of the member.

8.9 ENTRANCE FEES, ANNUAL SUBSCRIPTIONS AND PAYMENT OF ACCOUNTS

- 8.9.1 The entrance fee for members shall be such sum as the Management Committee shall from time to time determine. The Management Committee shall have the right from time to time in its absolute discretion to adjust entrance fees, or determine the manner of their payment in respect of any candidate for membership.
- 8.9.2 All subscriptions and additional charges in terms of paragraphs 12.1.4 and 12.1.5 shall be in respect of the Club's financial year and shall be payable on the first day of the year unless prescribed during the year in which case such will become payable on the date determined by the Management Committee. The Management Committee shall have the right in its absolute discretion to permit deferred payments against an appropriate additional charge provided such is affected by means of a bank debit order or such other form of security as the Management Committee may accept from time to time.
- 8.9.3 New members shall pay the applicable subscription as from the 1st of the month in which they applied for membership. The amounts payable are pro-rata for the unexpired portion of the year.
- 8.9.4 A member who, has not paid his subscription or such additional amounts as may be presented from time to time, within two months after it became due and payable or who defaults on any agreed deferred payment amount, shall be advised in writing that his membership is terminated and such a member, should he be interested in re-applying for membership, must do so through the normal channels.
- 8.9.5 Any member who during the year changes his class of membership shall become liable for any increased entrance fee applicable to the different class unless he can prove having paid the entrance fee applicable to the different class previously. The Club shall not be liable to refund the difference in entrance fees if a member downgrades his membership. The member shall become liable for any increase in subscription and shall be entitled to any decrease in subscription for the unexpired portion of the financial year in which he changes his class of membership.
- 8.9.6 Every member is required, before leaving the Club premises, to pay for or acknowledge any liability incurred by him at the Club.

- 8.9.7 All amounts owing by a member are due and payable immediately. Should the account not be settled within thirty days, he shall forfeit all privileges of membership until such time as such account is settled, without prejudice, however, to such other rights as the Management Committee may have in terms of this Constitution and/or law.
- 8.9.8 Members shall not be entitled to any rebate of or reduction of subscription by reason of absence of any kind or for any other reason, provided, however, that the Management Committee may in its absolute discretion in the case of continued illness or infirmity of an member, waive a part of the subscription.
- 8.9.9 The Management Committee shall have the power to grant an extension of time and/or reinstate any member in default under this paragraph on such conditions as they may decide, in their absolute discretion. Any such latitude or indulgence shall be without prejudice to such other rights as the Management Committee may have in terms of this Constitution and/or law and may be withdrawn at any time by the Management Committee.

9. MANAGEMENT COMMITTEE

- 9.1 The affairs of the Club shall be managed by a Management Committee who shall determine policy matters and issue rulings in accordance with the Constitution, which shall be given effect to by the General Manager.
- 9.2 The Management Committee will consist of a maximum of six Members and shall be constituted as follows:
- 9.2.1 A Chairman who shall be elected at the Annual General Meeting to hold office for the ensuing year.
- 9.2.2 A Vice Chairman who shall be elected at the Annual General Meeting to hold office for the ensuing year.
- 9.2.3 A Club Captain who shall be elected at the Annual General Meeting to hold office for the ensuing year.
- 9.2.4 A Vice- Captain who shall be elected at the Annual General Meeting to hold office for the ensuing year.
- 9.2.5 A member elected each year at the Annual General Meeting to hold office for the ensuing year.
- 9.2.6 The Council shall have the right to nominate a member to the Management Committee.
- 9.3 The Management Committee shall meet at least once a month for the despatch of business. Subject to the foregoing, the Management Committee may meet for such despatch of business, adjourn or otherwise conduct its proceedings in such manner as it may determine. Save as otherwise provided in this Constitution, business arising at any meeting shall be decided by the majority of votes of the members present. A member of the Management Committee may, at any time summon a meeting of the Management Committee. The General Manager shall attend all meetings of the Management Committee and shall be responsible for the taking of minutes.
- 9.4 A quorum for a meeting of the Management Committee shall be three.
- 9.5 In the event of an equality of votes, the Chairman shall have a casting vote in addition to his deliberative vote.

- 9.6 Any member absenting himself from two consecutive meetings, shall, unless he shall have obtained leave of absence, ipso facto, cease to be a member of the Management Committee.
- 9.7 The Management Committee shall ensure that minutes of proceedings at its meetings and all resolutions at those meetings be kept in a Minute Book provided for that purpose. Any such minute being signed by a person purporting to be the Chairman of a subsequent meeting of the Management Committee shall be prima facie evidence that the proceedings were regular and took place at a meeting duly called, constituted and held.
- 9.8 In the absence of the Chairman the Vice-Chairman shall act in his stead and in the absence of the Captain the Vice-Captain shall act in his stead.
- 9.9 Any vacancy arising in the Management Committee shall be filled by a qualifying member of the Club appointed by the Management Committee to hold office until the next Annual General Meeting. In appointing such member the Management Committee shall give preference to unsuccessful candidates, if any, from the previous Annual General Meeting.

10. ELECTION OF MEMBERS TO THE MANAGEMENT COMMITTEE

10.1 At each Annual General Meeting there shall be elected

- 10.1.1 A Chairman shall be elected who shall be a full member in good standing and have served the previous year as Chairman or Vice Chairman or two full years as a member of the Management Committee or a previous Committee of the Club. Candidates shall be nominated by a proposer and seconder who shall have been full members in good standing for a period of two years.
- 10.1.2 A Club Captain shall be elected who shall be a full member in good standing of the club for a period of three years and have served the previous year as Captain or Vice Captain or two full years as a member of the Management Committee or a previous Committee of the Club. Candidates shall be nominated by a proposer and seconder who shall have been full members in good standing for a period of two years.
- 10.1.3 A Vice Chairman who shall have been a full member in good standing of the Club for a period of three years and have previously served at least one full year as a member of the Management Committee or a previous Committee of the Club or a Sub Committee appointed by the Management Committee. The outgoing Vice Chairman may offer himself for re-election, without being nominated. Other candidates for election shall have been nominated by a proposer and seconder who shall have been full members in good standing for a period of two years.
- 10.1.4 A Vice Captain who shall have been a full member in good standing of the Club for a period of three years and have previously served at least one full year as a member of the Management Committee, the previous Main Committee of the Club, or a Sub Committee appointed by the Management Committee. The outgoing Vice Captain may offer himself for re-election, without being nominated. Other candidates for election shall have been nominated by a proposer and seconder who shall have been full members in good standing for a period of two years.
- 10.1.5 A member of the Management Committee who shall have been a full member in good standing of the Club for a period of three years and who shall have been nominated for election in writing by a proposer and seconder who shall have been full members in good standing of the Club for a period of two years.

- 10.2 In the event of two or more nominations for any vacancy the election therefor shall be by secret ballot amongst the full members present at the meeting who are eligible to vote. The Chairman shall appoint from those present at the Annual General Meeting at least three scrutinisers to count the votes cast and, record the number of votes received by each nominee for election. This record shall be kept in a sealed envelope by the General Manager until the next Annual General Meeting. In the event of a tie, further ballots shall be held until a result is achieved.
- 10.3 All nominations for office must be lodged in writing, duly signed by a proposer and a seconder and accepted by the nominee, with the General Manager at least fifteen days before the date of the Annual General Meeting.
- 10.4 Each person nominated for election to the Management Committee, with the exception of outgoing members offering themselves for re-election must submit to the General Manager at least eight days before the Annual General Meeting, a Curriculum Vitae containing at least the following:
- Period of Club membership
 - Previous Committee/Club Management experience at any Club.
 - Any specialised management/professional skills (e.g. marketing, human resources).
 - Manifesto for his term of office.
- 10.5 No person may hold more than one office on the Management Committee.

11. DISMISSAL OF THE MANAGEMENT COMMITTEE

Should it be deemed necessary by at least fifty full members in good standing, the Management Committee in its entirety, or any member thereof, may be dismissed from office at an Extraordinary General Meeting called in terms of paragraph 16.3 and a new Management Committee, or members thereof as the case may be, elected in accordance with the provisions of paragraph 10 of this Constitution.

12. POWER OF THE MANAGEMENT COMMITTEE

- 12.1 All powers of the Club shall be vested in the Management Committee who shall in addition to the powers and duties specifically allocated to the Management Committee in this Constitution have the power to:
- 12.1.1 Open and to operate such bank accounts or savings accounts with banks, building societies or other financial institutions as may be determined and to draw, make sign, accept, endorse, discount and issue bills of exchange, promissory notes, cheques and other negotiable or transferable instruments.
 - 12.1.2 Institute defend, bring, carry on, compromise, discontinue or refer to arbitration any proceedings, actions, suits, claims, demand applications or appeals in the name of the Club or in relation to any matter affecting the interest of the Club.
 - 12.1.3 Pass, amend and rescind by-laws for the regulation of the Club, provided that all such by-laws, amendments and rescissions shall be posted on the Club notice board for a period of not less than 14 days before they come into force.
 - 12.1.4 Determine the entrance fees and annual subscriptions from time to time.
 - 12.1.5 Prescribe additional charges and fees for members and to vary such fees from time to time.
 - 12.1.6 Arrange, vary and determine, from time to time, the terms of reciprocity with other Clubs.

- 12.1.7 Approve or reject the purchase and acquisition for the Club of any movable or immovable property deemed necessary or desirable for the purpose and objects of the Club.
- 12.1.8 Deal with any member who shall owe money to the Club in the manner set out in this Constitution and in addition have the right to take legal action for the recovery of such money.
- 12.1.9 Power to authorise, by resolution, any members of the Management Committee including the General Manager to sign on behalf of the Club all power of attorney, contracts, agreements or other deeds or documents requiring signature on behalf of the Club.
- 12.1.10 The Management Committee shall have the power to appoint, remove or suspend the General Manager, and instruct the General Manager to appoint, remove or suspend any member of the personnel, as it may from time to time see fit, and shall determine their duties, fix their remuneration and pay them out of the funds of the Club.
- 12.1.11 The power to invest and deal with any monies of the Club not immediately required for the purpose of the Club upon such security and on such terms and conditions as the Management Committee may deem fit.
- 12.1.12 The power to borrow and raise money on such terms and conditions as the Management Committee may deem fit.
- 12.1.13 The power to appoint Sub Committees, the members of which need not be members of the Management Committee, to assist in the Management of the Club. The General Manager shall be a member of all Sub Committees.

13. BOOKS OF ACCOUNT

Proper books of account of the affairs of the Club shall be kept and such books, together with all other papers, and documents connected therewith or relating to the affairs of the Club, shall be kept at the Club and shall be available during normal business hours, to all members of the Management Committee. The Management Committee shall determine from time to time, whether and to what extent and at what time and place and under what conditions such books, papers and documents or any portion of such, shall be open for inspection by any member or members of the Club, not being a member of the Management Committee. No person shall have the right to inspect the books, papers or documents relating to the affairs of the Club except as authorised by the Management Committee or by the members in General Meeting.

14. BANKING ACCOUNT

All monies paid to the Club shall as soon as possible after receipt, be deposited with such bank, building society or financial institution as the Management Committee may from time to time decide and shall be withdrawn from time to time as may be required and in such a manner as the Management Committee may decide. All cheques, bills of exchange, promissory notes or other such documents shall be signed and countersigned by such persons as the Management Committee may, from time to time, authorise.

15. AUDITORS

The accounts and books of the Club shall be audited at least annually by a registered auditor, who shall be appointed by the members of the Club at the Annual General Meeting. In case of a vacancy occurring in the office of auditor during the year, the Management Committee shall forthwith appoint a registered auditor to fill the vacancy until the next Annual General Meeting.

16. GENERAL MEETINGS

All members are entitled to attend General Meetings but only full members in good standing are entitled to vote.

16.1 ANNUAL GENERAL MEETING

16.1.1 The Annual General Meeting of the Club shall be held at such time and place as the Management Committee may determine but not later than 31 March each year.

16.1.2 The business to be conducted at the Annual General Meeting shall be:

- 16.1.2.1 To confirm the Minutes of the previous Annual General Meeting and of any other General Meetings of the members which took place since the previous Annual General Meeting.
- 16.1.2.2 To receive and consider the report of the Management Committee on the affairs of the Club and the Statement of Accounts to 31 December of each year.
- 16.1.2.3 To elect, if deemed desirable, an Honorary President.
- 16.1.2.4 To elect an Honorary Life Member, if any, proposed by the Management Committee.
- 16.1.2.5 To receive and declare the name, if any, of the Council Representative to the Management Committee.
- 16.1.2.6 To elect a Chairman, in terms of paragraph 10.1.1 of the Constitution.
- 16.1.2.7 To elect a Club Captain, in terms of paragraph 10.1.2 of the Constitution.
- 16.1.2.8 To elect a Vice-Chairman for the ensuing year in terms of paragraph 10.1.3 of the Constitution.
- 16.1.2.9 To elect a Vice-Captain for the ensuing year in terms of paragraph 10.1.4 of the Constitution.
- 16.1.2.10 To elect a member to the Management Committee for the ensuing year in terms of paragraph 10.1.5 of the Constitution.
- 16.1.2.11 To elect the Club's Auditor or Auditors for the ensuing year.
- 16.1.2.12 To consider any resolutions concerning the affairs of the Club, of which due notice has been given, and to consider any business concerning the affairs of the Club which may have arisen from the Report of the Management Committee at the meeting or from the Minutes of the previous year's Annual General Meeting or other General Meetings held in the applicable period, the minutes of which were confirmed at the meeting.

16.1.3 Notices of Annual General Meetings stating the day, time and place of the meeting, all business to be transacted and a list of prospective Management Committee Members shall be posted on the Club notice board at least fourteen days prior to the date of the meeting. Members are permitted to submit to the General Manager due notice in writing of a resolution to be passed at the Annual General Meeting not later than fifteen days prior to the date of the meeting.

No business other than that for which due notice has been given shall be transacted at the Annual General Meeting provided that it shall be competent for the Chairman, in his discretion, to allow any amendment of the wording of any resolution to be moved of which no due notice has been given of the intention to move such an amendment.

The Curriculum Vitae of prospective Management Committee members shall be available to members on request not later than seven days prior to the Annual General Meeting.

16.1.4 The quorum for the Annual General Meeting shall be twenty-five full members in good standing present and entitled to vote. If a quorum is not present within half an hour of the time appointed for the meeting, it shall stand adjourned to the same day in the next week at the same time and place unless it be a Public Holiday when it shall be held the weekday following, and those members present at such postponed meeting shall form a quorum and may transact the business for which such meeting was called.

16.2 SPECIAL GENERAL MEETINGS

16.2.1 The Management Committee may at any time call for a Special General Meeting of the members by giving not less than seven days notice, specifying the purpose or objectives of calling such a meeting.

16.2.2 The Management Committee shall in like manner call a Special General Meeting within fourteen days of receipt of a written request to do so, signed by at least twenty five full members in good standing, and specifying the purpose or objectives for which such a meeting is requested.

16.2.3 Subject to the powers of the Management Committee already stated, no business other than that specified shall be conducted at such meeting, but any resolution strictly relating to such business may be submitted to such meeting.

16.2.4 The quorum for a Special General Meeting shall be twenty-five full members in good standing present and entitled to vote. If a quorum is not present within half an hour of the time of appointed for the meeting, such shall be dissolved if convened in terms of paragraph 16.2.2. If convened in terms of paragraph 16.2.1 such shall stand adjourned in terms of paragraph 16.1.4.

16.3 EXTRAORDINARY GENERAL MEETING

16.3.1 The Management Committee shall call an Extraordinary General Meeting within fourteen days of receiving a written request to do so in accordance with paragraph 11 of the Constitution in order to elect a new Management Committee or members thereof in accordance with paragraph 11 of the Constitution.

16.3.2 The Management Committee shall call for an Extraordinary General Meeting if they intend to resign in their entirety or in such numbers as to no longer be able to form a quorum, in terms of paragraph 9.4, for the purpose of electing members of the Management Committee to fill the vacancies. Such election shall be in accordance with the provisions of paragraph 10 of the Constitution.

16.3.3 All Extraordinary General Meetings shall be called, notice thereof given and procedures as applicable followed as provided for in paragraph 16.1 of this Constitution.

16.3.4 A quorum for an Extraordinary General Meeting shall be:

16.3.4.1 If called in terms of paragraph 16.3.1, a quorum shall be fifty full members in good standing present and entitled to vote. If a quorum is not present within fifteen minutes of the time appointed for the meeting, such shall be dissolved and may not be called again until a period of three months has elapsed.

16.3.4.2 If called in terms of paragraph 16.3.2, the provisions of paragraph 16.1.4 shall apply.

16.4 **Presiding Officer**

The Chairman or failing him, a member of the Management Committee or in their absence, any member duly elected by the meeting shall preside and shall, in case of equality of votes have a casting vote in addition to his deliberate vote.

16.5 **Amendments to the Constitution**

Amendments or additions to this Constitution shall be made at the Annual General Meeting or Special General Meeting convened for such purpose. The amendment or addition shall require the sanction of at least two-thirds of the members present and entitled to vote.

16.6 **Proceedings at General Meetings**

Save as herein provided, proceedings at a general meeting shall be conducted in such a manner as the Chairman may determine, subject, however, to such directions as may have been given by a decision at a prior General Meeting of the members.

17. **GENERAL**

17.1 No notice of any description shall be posted in the Club except by order of the Management Committee.

17.2 Any member having a suggestion or a complaint to make shall make it in writing to the General Manager, which shall be laid before the Management Committee at its next meeting.

17.3 No member shall bring any liquor onto the Club premises.

17.4 **Sub-Committees**

The Chairman of the Management Committee shall be ex-officio member of all Sub Committees, which may be established by the Management Committee from time to time. The Chairman may appoint any member of the Management Committee to represent him at meetings of such Sub Committees.

17.5 **Elections**

Where at any election in terms of this Constitution, more than one vacancy is required to be filled by ballot, a member shall be entitled to cast any number of votes provided that the number of votes so cast shall not exceed the number of vacancies to be filled and provided further that not more than one vote may be cast for any one candidate.

17.6 **Liquor Laws**

The Constitution of the Club shall be subject to the provisions of section 26(1) (b) of the Liquor Act, 1989, as amended or substituted from time to time, and insofar as a provision in section 27(1) (b) of the Liquor Act does not appear in the Constitution, such provision shall be deemed to have been incorporated in the Constitution.

17.7 **Rules of Golf and Amateur Status**

The Club accepts and is bound by the Rules of Golf and the Rules of Amateur Status, together with such amendments or additions thereto as may from time to time be adopted by the Royal and Ancient Golf Club of St Andrews (the South African Golf Association/Central Gauteng Golf Union) and the decisions which may from time to time issue on the interpretations of the Rules of Golf and the Rules of Amateur status.

17.8 **Dissolution of club**

The Club can only be dissolved if at least two thirds of all full members present and voting at a meeting convened for the purpose of considering such matter, are in favour of closing down