



**CONSTITUTION**  
(as adopted at a Special General Meeting of Club members  
held on 19 July 2006)

**1 NAME**

The name of the Club shall be the **IRENE COUNTRY CLUB**, referred to in this Constitution as the Club.

**2 DEFINITIONS**

In this Constitution, the Club shall be managed by a Board (successor to the former Club Management Committee), which shall be referred to as the Board, and by a Sports Executive (successor to the former Sections Management Committee) which shall be referred to as the Sports Executive; the Club shall include all buildings, premises and grounds; Member shall apply to both genders; the terms Section and Sectional shall refer to the five sports sections of the Club, namely, the Golf, Bowling, Tennis, Cricket and Squash sections; and Clause shall be the relevant clause mentioned in this Constitution.

**3 INTERPRETATION**

Should there be uncertainty about the meaning of any clause in this Constitution, the interpretation of the Board shall be binding upon members until such time as the Club, in general meeting, may otherwise determine.

Any decisions adopted at such a general meeting shall not affect the validity of any action taken or omitted in terms of a previous ruling given by the Board.

**4 OBJECTIVES**

4.1 The objectives of the Club shall be the traditional objectives of a social and country club, and shall include the promotion of sports, pastimes and competitions; as well as the provision of prizes, awards, entertainment, refreshments and the facilities and amenities normally offered by a country club to its members and visitors.

4.2 The language medium of the Club shall be English.

## **5 PRESIDENTS AND VICE-PRESIDENTS**

- 5.1 The Club shall elect an Honorary President at its Annual General Meeting by a majority of members attending that meeting. The term of office of the elected Honorary President shall be one year unless otherwise determined by the meeting.
- 5.2 The Club shall also elect at its Annual General Meeting one or more Honorary Vice-Presidents, each of whose term of office shall be determined by a majority of members attending that meeting. Such term of office shall be one year unless otherwise determined by the meeting.

## **6 MEMBERSHIP CATEGORIES**

- 6.1 The Members of the Club shall be classified into the following categories:

- 6.1.1 Full members
- 6.1.2 Bowling Members
- 6.1.3 Tennis Members
- 6.1.4 Cricket Members
- 6.1.5 Squash Members
- 6.1.6 Social Members
- 6.1.7 Junior and Student Members
- 6.1.8 Special Life Members
- 6.1.9 Country Members
- 6.1.10 Absentee Members
- 6.1.11 Temporary Members
- 6.1.12 Honorary Members
- 6.1.13 Honorary Life Members
- 6.1.14 Limited Golf Members
- 6.1.15 Southdowns Social Members

### **6.2 Membership descriptions**

- 6.2.1 Full members shall be those to whom all Golfing and Social facilities are available. Should such members wish to utilize other sports facilities in a given year they shall indicate such desire in writing to the Club Manager and shall be charged 20% of the annual subscription for each of the relevant sports sections or proportionally lesser amounts if applicable. This concession applies only to Full Members.
- 6.2.2 Bowling Members: Shall be those to whom only Bowling and Social facilities are available.
- 6.2.3 Tennis Members: Shall be those to whom only Tennis and Social facilities are available.
- 6.2.4 Cricket Members: Shall be those to whom only Cricket and Social facilities are available.
- 6.2.5 Squash Members: Shall be those to whom only Squash and Social facilities are available.

- 6.2.6 Social Members: Shall be those who are not members of any of the sports sections of the Club and who are not Full members, but to whom all other amenities and facilities are available, with the proviso that they may participate in any of the sports activities offered by the Club if they so wish on payment of the fees normally charged to visitors, with no restriction on the number of times they may play, provided this is approved by and in consultation with the Captain, President or Chairperson of the relevant section.

Social Members shall have no voting powers at meetings at which Club affairs are discussed.

- 6.2.7 Junior and Student Members:

Junior Members: A Junior member shall be a member who is still a fulltime scholar at an educational institution.

A Junior shall pay an entrance fee equivalent to the amount payable by that category of membership which the junior elects to join.

If a Junior Member, on leaving school.....

- (a) has been a member for less than four (4) full years, he or she shall pay an entrance fee equivalent to fifty percent (50%) of that payable by the category of membership he or she elects to join.
- (b) has been a member for four (4) full years, he or she shall pay no entrance fee.

Persons who qualify as Juniors shall be liable for 20% of the subscription fee payable by the category of membership he or she elects to join, plus the full applicable affiliation fee.

Junior Golf Members shall hold junior status in all sections of the Club and may partake in all sports free of charge, except for any charges and conditions decided upon by the Board.

Junior members shall have no voting powers at meetings at which Club affairs are discussed.

Student membership: This may be granted to a member on annual application in writing to the Board if the following conditions were met by such an applicant:

- (a) Has been registered during at least seventy-five percent (75%) of the subscription year as a fulltime student at a recognised tertiary educational institution, and/or
- (b) Has been indentured to a recognised profession or trade.

Persons who qualify as Students shall be liable for thirty percent (30%) of the entrance fee as well as thirty percent (30%) of the subscription fee applicable to the category of membership he or she elects to join, plus the full applicable affiliation fee.

Regarding the above, the Board shall have the right to demand satisfactory proof certifying the validity of the contents of any application for membership in this category.

The Board shall also have the final right to grant, refuse and/or change any previous decision that had been made on any such an application.

Student members shall have no voting powers at meetings at which Club affairs are discussed.

6.2.8 Special Life Members: Shall be those members who have paid to the Club an amount to be decided upon by the Board for the acquisition of such membership, with the proviso that such amount shall not be less than ten (10) years subscription. They shall be entitled to all the privileges granted to Full Members as set out in Clause 6.2.1 of this Constitution, and they shall be exempt from paying any further annual subscription fees.

6.2.9 Country Members: This membership shall be extended to any person who normally resides beyond a radius of one-hundred-and-sixty (160) kilometres of the Club or who, in the view of the Board, is unable to make use of the ordinary facilities and amenities of the Club at regular or frequent intervals. Any person desiring to be classified as a Country Member shall submit an application in writing to the Board, setting out the circumstances that render it impossible for him or her to make regular or frequent use of the Club facilities and amenities.

Country Membership shall be granted at the discretion of the Board, and the Board may, at any time, reclassify any member who has been granted Country Membership. Notice of the intention of the Board to reclassify any member shall be given to the member concerned, and the member may be invited by the Board or by a member of the Board delegated for the purpose to furnish such information that will enable the Board to arrive at a final decision.

Country members shall have no voting powers at meetings at which Club affairs are discussed.

6.2.10 Absentee Members: Any member, expecting to be absent from Gauteng for a period of not less than one year, may submit a written application for Absentee Membership to the Board. Absentee Members in good standing, on returning to Gauteng, may apply for reinstatement to Membership. If accepted, they shall not be required to pay entrance fees. Should they return temporarily to or visit Gauteng, approved Absentee Members may utilize the Club facilities and amenities at member rates for a continuous period of not more than four weeks.

Absentee Members shall have no voting powers at meetings at which Club affairs are discussed.

6.2.11 Temporary Members: For the period while an applicant for membership is awaiting the outcome of the Board's consideration

of his or her application, the applicant shall be a Temporary Member and may participate in sports during this period at member rates, with the proviso that he or she shall adhere to the Club's rules, Constitution and sports by-laws.

Should the Board decline such an application, no new application from such an applicant shall be considered in the 12-month period following the Board's decision.

Temporary Members shall have no voting powers at meetings at which Club affairs are discussed.

- 6.2.12 Honorary Members: The Board may, by adopting an unopposed motion at a Board meeting, confer Honorary Membership of the Club on any person who, in its view, has served or advanced the interests of the Club. The Board shall annually review whether such granted membership should be renewed.

Any person who gains national colours for a sport offered at the Club and is a playing member at Irene shall automatically become an Honorary Member and shall not be required to pay annual subscriptions.

- 6.2.13 Honorary Life Members: Proposals for Honorary Life Membership shall be tabled at an Annual General Meeting and shall be submitted to the Board for approval two months prior to the relevant Annual General Meeting.

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

Honorary Life Members shall be entitled, free of charge, to all the normal facilities and amenities offered by the Club, but shall be liable for the affiliation fees due to the parent body of the Club.

- 6.2.14 Limited Golf Members: Limited Golf Members shall be those to whom Club facilities shall be available as Full members but only on Monday to Friday and on Sunday afternoons. Social membership facilities, however, shall be available to them at all times. The Entrance Fee of a Limited Golf Member shall be seventy percent (70%) of that of a Full Member, unless it has been waived or reduced by the Board.
- 6.2.15 Southdowns Social Members: Shall be those, whose membership is established in terms of the agreement between the Club and the Southdowns Home Owners Association.

All the facilities and amenities of the Club will be available to these members, with the premise that they may participate in any of the sports activities offered by the Club, if they so wish, on payment of the fees normally charged to visitors with no restriction on the number of times they may play.

As is the core of Social Membership these members shall have no voting rights at meetings at which Club affairs are discussed.

### **6.3 Membership classification:**

6.3.1 Any person on being proposed and seconded in the manner provided for in Clause 9 of this Constitution may be elected a member of the Club.

6.3.2 The classification of a member by the Board shall be final.

6.3.3 The Club Manager shall keep a register of members and shall enter in it the name and address of each member, the category of membership, the date of acceptance, the date of resignation, and the dates of any period of suspension imposed in terms of this Constitution.

#### **6.3.4 Long Service:**

Members with at least twenty (20) consecutive years of membership of the Club and are at least sixty (60) years of age shall be entitled to fifty percent (50%) discount on the subscription fee applicable to them.

Members with at least fifteen (15) consecutive years of membership and are at least sixty (60) years of age shall be entitled to thirty percent (30%) discount on the subscription fee applicable to them.

Members with at least ten (10) consecutive years membership and are at least sixty (60) years of age shall be entitled to twenty percent (20%) discount on the subscription fee applicable to the them.

## **7 FEES TO ACCOMPANY APPLICATIONS**

7.1 Each candidate for Club membership shall pay an entrance fee and an appropriate subscription fee both of which shall be remitted with the application. Should the application be declined the entrance fees paid by the applicant shall be refunded.

7.2 When families apply for membership, they shall be entitled to a discount of ten percent (10%) of the entrance fee and the subscription fee applicable to the section or sections each family member may elect to join.

7.3 From time to time the Board shall determine the amount of the entrance fee and the category of membership to which it shall apply.

7.4 The Board, at its sole discretion, shall maintain, increase, reduce or suspend entrance fees for any period.

## **8 SUBSCRIPTIONS, PLAYING FEES AND LEVIES:**

- 8.1 The annual subscriptions, which shall be determined by the Board each year for each sports membership, shall be in respect of the Club's financial year and shall become due and payable on 1 January in each year. Unless other arrangements have been made, a member whose subscription remains unpaid as at 31 January, shall be classified as a visitor and be liable for visitor fees. A member whose subscription remains unpaid as at 28 February shall be classified as a Defaulter. On 1 March of each year a Defaulters List shall be placed on the Club's notice board.
- 8.2 The Board shall decide upon and impose subscription and playing fees in consultation with sports committees. It shall also determine and impose levies when the need for them arises.
- 8.3 The Board shall, at its sole discretion and under special circumstances, grant permission to a member to pay subscriptions by instalments over such period and on such terms as the Board may decide. Application for payment by instalment shall be in writing and shall be submitted on or before 31 December in each year. Amounts paid by such instalments may be subject to interest being added.
- 8.4 Should any member fail to remit to the Club a loan levy or a compulsory non-refundable levy within the period stipulated by the Board, such member shall not be allowed to continue as a member until the full amount due plus other financial obligations have been paid.
- 8.5 Applicants applying for Club membership after 31 January in any one year shall pay the full entrance fee of the sports category they may elect to join, plus pro rata subscriptions for the remaining months of the specific year.
- 8.6 The Board shall, at its discretion, impose upon those members in categories 6.2.1 to 6.2.6 inclusive, either or both a compulsory loan levy or a compulsory non-refundable levy when necessary, with the proviso that the total of such levy or levies shall not in any financial year exceed thirty percent (30%) of the annual subscription payable by any specific category of member. All levies shall become due and payable by the date decided upon by the Board. All members shall be informed about the imposition of a levy or levies and the relevant notification shall also be placed on the Club notice board.
- 8.7 The Board is empowered to accept, on behalf of the Club, loans from members on such conditions and rates of interest as may be agreed upon.
- 8.8 At its discretion, the Board shall permit the payment in advance of "upfront" playing fees, to be calculated on the basis of forty (40) times of the specific year's rate charged to members per golf round.

## **9 APPLICATIONS FOR MEMBERSHIP**

- 9.1 Any person desiring to become a member of the Club shall apply, in writing, on the form prescribed for that purpose by the Board.
- 9.2 Such form shall be accompanied by payment of the appropriate entrance fee and the subscription fee applicable to the relevant

category of membership, or by a written assurance from the Club Manager certifying that a satisfactory arrangement for the payment of these fees has been made.

- 9.3 Such form and proof of payment or such certificate by the Club Manager shall forthwith be submitted to the appropriate sports Captain, President or Chairperson.
- 9.4 The form shall, if approved by the appropriate sports Captain, President or Chairperson, be submitted to the Board for consideration. Should the application be approved by a simple majority vote at a Board meeting, the name of the Applicant shall be displayed on the Club's notice board for twenty-one (21) days after such approval. Should no objection from members be submitted to the Board during this period, the applicant shall be an accepted member.
- 9.5 Should objection to an application be submitted by any member during the 21-day period specified in Clause 9.4, the matter shall be reconsidered by the Board, when its decision shall be final.
- 9.6 Each applicant for membership shall be notified in writing by the Club Manager of the result of his or her application.

## **10 RIGHTS AND PRIVILEGES OF MEMBERS:**

- 10.1 Membership of the Club shall not entitle a member to any right, interest, claim or demand in or to any of the assets and funds of the Club.
- 10.2 During his or her period of membership, the member shall be entitled to enter the grounds and constructions of the Club at all times subject to such charges that may be prescribed, save and except on occasions when the Club is used for tournaments, or hired out, or used for a special purpose, or at night after the gates and premises have been locked. At no time are dogs or other animals allowed on Club premises.
- 10.3 The true intent and meaning of these clauses shall be that the Club shall be the sole owner of the property and all its assets, and no individual member shall be entitled to any right in or to these assets or effects. The said assets and effects shall be vested in the Board in trust at all times on behalf of all Members.
- 10.4 No member shall have the right to demand residential accommodation at the Club. Residential accommodation for any member or members or staff for any period shall be made available by the Board at its sole discretion, and on such terms and conditions as the Board shall deem fit.
- 10.5 Save by the written approval of the Liquor Licensing Board, no profits from the sale of liquor by the Club shall accrue to any individual member.

## **11 LIABILITY OF MEMBERS:**

- 11.1 The liability of each member of the Club shall be limited to:

- 11.1.1 The amounts of entrance fee, subscriptions and levies up to the end of his or her current membership year.
- 11.1.2 The amount of his or her indebtedness to the Club for refreshments, services rendered or any other obligation arising during the member's period of membership.
- 11.2 At the sole discretion of the Board, a member who fails to discharge his or her financial indebtedness to the Club within the stipulated period determined by the Board shall have his or her membership terminated.
- 11.3 Nothing herein contained shall debar the Board from instituting lawful action against a defaulting member to secure payment of an amount due or owing to the Club.

## **12 RESIGNATION OF MEMBERS:**

A member may terminate his or her membership at any time in writing, which shall be addressed to the Club Manager. Such resignation shall be accepted on the proviso that the member had discharged all his or her financial obligations to the Club.

## **13 RE-ADMISSION OF MEMBERS:**

- 13.1 A member who has resigned and who later wishes to rejoin the Club, shall apply to the Board for re-admission. Such application may be granted by the Board on terms and conditions it may consider necessary. The application shall be submitted and dealt with in the manner prescribed in Clause 9.
- 13.2 A member who has been designated a defaulter or who has been requested to resign or who has been expelled from membership shall not be eligible for re-admission to the Club, unless re-admission is recommended by a two-thirds majority of the relevant sports committee, ratified by a two-thirds majority at a subsequent meeting of the Board. The former defaulter shall be liable for the payment of all his or her outstanding fees to the Club, plus payment of the current entrance fee.

## **14 THE BOARD AND SPORTS EXECUTIVE**

- 14.1 The management, control and business of the Club shall be vested in the Members of the Club, who shall delegate their powers to the Board and the Sports Executive.
- 14.2 The Board shall consist of seven (7) members, constituted as follows:

The Golf Captain  
Five elected Full members  
One Full Member nominated by Centurus (PTY) Ltd

- 14.2.1 The Golf Captain shall be elected at the Annual General Meeting of the Golf Section. The five additional Full members, who shall be in good standing, shall be elected at the Annual General Meeting of the Club, and shall serve for a period of two (2) years.

14.2.2 This board position will lapse on the termination of the Club/Centurus agreement known as : ( Cooperation, Development & Servitude agreement) which is for a period of ten (10) years terminating August 2017.

14.3 The Sports Executive shall consist of eight (8) members, constituted as follows:

The Board Chairperson  
The Board Vice-Chairperson  
The Golf Vice-Captain  
The Bowls President  
The Tennis Chairperson  
The Cricket Chairperson  
The Squash Chairperson  
Southdowns Home Owners Association Nominee

14.3.1 The Golf Vice-Captain shall be elected at the Annual General Meeting of the Golf Section. The Bowls President shall be elected at the Annual General Meeting of the Bowls Section. The Chairpersons of the Tennis, Cricket and Squash Sections shall be elected at their respective Annual General Meetings.

14.3.2 The Chairperson and Vice-Chairperson of the Sports Executive shall automatically be the Board Chairperson and the Board Vice-Chairperson, respectively.

14.3.3 The Southdowns Home Owners Association Nominee will be Nominated by the Southdowns Home Owners Association Board of directors. This position will lapse on the termination Of the Club/Southdowns agreement known as: (Cooperation/ And Membership Agreement) which is for a period of ten (10) Years terminating August 2017.

## **15 SPORTS SECTIONS**

15.1 The Sports Sections of the Club shall be the five categories established individually for golf, bowls, tennis, cricket and squash members.

15.2 Each sports section shall be headed by its own sectional committee. The Golf section shall have a Golf Captain, the Bowls section shall have a President, and each of the Tennis, Cricket and Squash sections shall have a Chairperson. All these office-bearers shall be elected in terms of the by-laws of their specific sections.

15.3 The control and business of each section shall be vested in the members of the section, who shall delegate their powers to their sectional committee.

15.4 The members of each sports section shall formulate their own by-laws, which shall be strictly adhered to but at no time shall be in conflict with the Constitution, rules or regulations of the Club. The relevant by-laws may be altered by resolution of the section's

members provided, however, that no by-law or amendment shall be of any force or effect until ratification and approval by the Board.

15.5 Annual General Meetings of the individual sections shall be held at times to be decided upon by their sectional committees.

## **16 PROCEDURES AT ELECTIONS**

- 16.1 The elections at Annual General Meetings of the Club shall be by secret ballot. A note by the scrutinizers appointed by each meeting shall be sufficient to determine the names of those elected. In the event of a tie a further ballot shall be conducted.
- 16.2 Candidates for the election of the five Full Members of the Board shall be nominated in writing by a proposer and seconder and shall accept nomination in writing. The proposer, seconder and nominee shall be members in good standing at the time of nomination.
- 16.3 All nominations shall be submitted to the Club Manager at least fourteen (14) days before the date set for the Annual General Meeting, and a list of nominations, together with the names of the proposers and seconds, shall be posted on the Club's notice boards at least seven (7) days before the date set for the Annual General Meeting. On receipt of the nomination forms, the Club Manager shall confirm the good standing of all the persons concerned.
- 16.4 Should any member elected to the Sports Executive cease to hold office, the relevant section of the Club represented by him or her shall, through its respective committee, elect a successor to fill the vacancy for the remainder of the relevant term of office.
- 16.5 Notwithstanding anything to the contrary contained above, the outgoing Board shall remain in office until the first meeting of the newly-elected Board.

## **17 CHAIRPERSON:**

- 17.1 Immediately after the Annual General Meeting, the incoming Board and Sports Executive at a joint meeting shall elect a Club Chairperson and a Club Vice-Chairperson from the five elected Full members of the Board. The elected Chairperson shall serve for the full period of his elected period of office.
- 17.2 In the absence of the Chairperson at a Board meeting or at a Sports Executive meeting, the Vice-Chairperson shall preside, and in the absence of both, the Committee members present shall elect an acting Chairperson for that meeting. Decisions taken at such a latter meeting shall stand only after ratification by the Chairperson

## **18 BOARD AND SPORTS EXECUTIVE MEETINGS**

- 18.1 The Board and the Sports Executive shall each hold at least 10 meetings in each calendar year for the administration of the affairs of the Club and the sports sections. If possible, one meeting should be held each month.

- 18.2 At their discretion the Board and the Sports Executive may convene special separate meetings of each individual sports committee and/or its members.
- 18.3 No fewer than seven (7) days notice, preferably in writing, shall be given to its members for the holding of a Board or individual sports meeting.
- 18.4 The Honorary President of the Club shall be entitled to attend any Board or Sports Executive meeting and to speak at them but shall not be entitled to vote.
- 18.5 Should the majority of the Board or the Sports Executive agree that any matter for discussion at their meetings could constitute a conflict of interest between the personal interests of any of their members and the interests of the Club, the member or members concerned shall absent themselves from the meeting until the matter has been finalized.

**19 QUORUM AT BOARD AND SPORTS EXECUTIVE MEETINGS:**

A minimum of three (3) members of the Board and a minimum of four (4) members of the Sports Executive shall constitute a quorum at each of their respective meetings. If a quorum is not present within half-an-hour of the time appointed for the start of such meetings, the meetings shall stand adjourned to a day in the following week at the same time and place. Those members present at such adjourned meetings shall constitute a quorum, and shall attend to the business of the meetings.

**20 ABSENCE FROM BOARD OR SPORTS EXECUTIVE MEETINGS:**

- 20.1 Any member of the Board or Sports Executive absent without leave from three (3) duly-convened consecutive meetings of the Board or Sports Executive shall cease to be a member of these administrative bodies. Requests for absence shall be submitted to the Club Chairperson.
- 20.2 An elected Sports Executive member may be represented at meetings of this body by a nominee who shall be member of the Club in good standing. Such a nominee shall have the same vote as the relevant absent member. The presence of the nominee shall condone the absence of the member represented.

**21 VOTING AT BOARD AND SPORTS EXECUTIVE MEETINGS**

- 21.1 Each members of the Board or the Sports Executive shall have one vote.
- 21.2 Matters arising at any meeting of the Board or the Sports Executive shall be decided upon by a simple majority of votes. In the event of an equal vote, the Chairperson shall have a casting vote in addition to his or her deliberative vote.
- 21.3 The vote of the majority shall be final and binding.

**22 SPECIAL BOARD MEETINGS:**

At the request in writing, signed by at least four (4) members of the Board or the Sports Executive, the Club Manager shall convene a Special Board meeting within fifteen (15) days of the submission of such a request. The decisions taken at such a special meeting shall be binding.

**23 VACANCIES ON THE BOARD:**

In the event of a vacancy or vacancies occurring on the Board, the Board shall continue to function normally. The remaining members of the Board, at their discretion, shall temporarily appoint a Full member to fill a vacancy or vacancies until the ensuing Annual General Meeting of the Club.

**24 POWERS OF THE BOARD:**

In addition to the general powers, rights and sanctions bestowed on the Board by this Constitution, the Board shall also be entrusted....

24.1 To acquire for the Club any movable or immovable property calculated to benefit the Club or advance its objectives.

24.2 To authorize the establishment of specific Sports Committees whose responsibility shall be to administer the affairs of their relevant sport sections and to consult the Board with regard to related facilities.

The Board shall at all times retain the authority, at its sole discretion.....

24.3 To intercede or intervene in matters relating to a sports section or its committee, and on any matter the Board's decision shall be final and binding.

24.4 To enter into leases or other contracts for the hire or use of land or buildings or other constructions considered to be in the interests of the Club, subject to existing servitude restrictions.

24.5 To appoint a Club Manager who shall be a fulltime employee of the Club, and to delegate to him such duties, responsibilities and obligations as shall be consistent with his office.

24.6 To approve the engagement, dismissal or retrenchment of employees, and to determine their remuneration.

24.7 To determine, adjust or amend from time to time, in consultation with relevant Sports Committees, all tariffs, charges and fees imposed at the Club.

24.8 To enact or amend all by-laws that may be imposed at the Club.

24.9 To post on the Club notice board for a period of ten (10) days all approved by-laws or their amendments, after which period they shall be effective.

24.10 Any by-law or amendment approved by the Board may be amended, altered or withdrawn by the members attending a Club Special General Meeting convened by the Board for that

purpose.

- 24.11 To open a banking account in the name of the Club and to conduct banking business on behalf of the Club. All cheques or other instruments drawn by the Club shall be signed by one duly authorized member of the Board and by the Club Manager or, alternatively, by two duly authorized members of the Board.
- 24.12 To inquire into the conduct of any member alleged to have been guilty of improper behaviour or whose conduct is considered not compatible with that of a member of the Club. If, after inquiry, the Board were to find the allegations substantiated, it shall either warn or suspend the member or call upon the member to resign or impose upon the member any other penalty it may deem appropriate. If, in the latter case, the member does not resign in writing within fourteen (14) days of his or her being called upon to do so, the Board shall expel the member.
- The Board shall be entitled to delegate all or any of its powers under this clause to the committee of a section in which an alleged improper behaviour or conduct has occurred. Any recommendation by the sectional committee to suspend a member shall be submitted to the Board for final decision before being put into effect.
- 24.13 To appoint Board sub-committees who shall have power to co-opt persons to act thereon in an advisory capacity. Persons co-opted to sub-committees shall not have power to vote.
- 24.14 To appoint a committee consisting of three members to arbitrate in all matters of dispute arising from competitions. The committee's decision on the point or points at issue shall be final.
- 24.15 To institute or defend proceedings at law, which shall be conducted by the Chairperson or his representative on behalf of the Club.
- 24.16 To conclude agreements with any other club for reciprocal membership upon such terms as may be determined.
- 24.17 To increase, reduce or suspend entrance fees for any period it may deem necessary.
- 24.18 To allow non-members of the Club to use the property of the Club upon such terms as may be imposed, and to proclaim any special days as guest days.
- 24.19 To determine the classification of members in accordance with the provisions of Clause 6 of this Constitution.
- 24.20 To take any action which, in its discretion, it may deem necessary or advisable for the improved administration of the Club and/or for the benefit of Members.
- 24.21 To sign all documents necessary for the acquisition or disposal of Club property or in the negotiation of bonds or for any other purpose necessary to give effect to the Club's objectives outlined in this Constitution.

- 24.22 To appoint three or more Trustees for the purpose when any bank, building society or other organization requests the Club to do so at times when the Club needs to borrow funds from that bank, building society or other organization. The Trustees to be appointed shall consist of the President, the Auditors and/or members of the Board.
- 24.23 The Trustees so appointed shall have the same powers as those granted to the Board in the clauses above, insofar as the powers conferred relate to the acquisition, lease, hire, hypothecation, or any other transaction in connection with immovable property.
- 24.24 To issue debentures, whether secured or unsecured, upon such terms and conditions, and bearing such nominal or par value as the Board deems advisable.
- 24.25 To appoint Trustees for any debenture holders, such Trustees to be elected in the same manner as provided in Clause 24.22.
- 24.26 Neither members of the Board nor members of the Sports Executive shall be personally held liable for the consequences of any decisions made in the interests or on behalf of the Club.
- 24.27 No person other than the Board Chairperson shall sign documents of liability on behalf of the Club, such signing to take place only after consultation with and approval of the Board.

## **25 ANNUAL GENERAL MEETINGS:**

- 25.1 The Annual General Meeting of members of the Club shall be held not later than the end of April each year or at a date to be determined by the Board.
- 25.2 At least fourteen (14) days notice of holding an annual general meeting of members of the Club shall be dispatched by post or by E-mail to each member and shall also be posted on the Club notice board. The notices shall be dispatched to the members at the addresses recorded in the Club Membership Register.
- 25.3 At the annual general meeting of the Club the Chairperson shall submit a report on the general affairs and concerns of the Club. The Chairperson shall also present to the meeting audited financial statements with supporting accounts and an auditor's report for the financial year ended on 31 December preceding, for the consideration and, if accepted, approval of the meeting.
- 25.4 The annual general meeting shall transact the business stipulated in the notice. The Chairperson shall, in his sole discretion, allow any amendment or addendum to any motion of which due notice has been given.
- 25.5 The Board Chairperson shall preside at the Club annual general meeting and at all general meetings. In his absence at any of such meetings, the Vice-Chairperson shall preside and, in the absence of both, any member of the Board or Sports Executive present shall

preside.

25.6 Twenty-one (21) members present at an annual general meeting of the Club shall constitute a quorum. If a quorum is not present within half an hour of the time appointed for the meeting, then the meeting shall stand adjourned to the same day in the following week at the same time and place. Those members present at such adjourned meeting shall constitute a quorum, and shall transact the business for which the meeting has been called.

25.7 Subject to any restriction imposed elsewhere in this Constitution, only those members classified in sub-clauses 6.2.1 to 6.2.6, and and sub-clauses 6.2.8 and 6.2.13, present at an annual general meeting shall have one vote each. The Chairperson shall have a deliberative vote as well as a casting vote.

25.8 No member shall be entitled to take part in any meeting or to propose or second a candidate for any office if in arrear with his/her subscriptions or other liability to the Club as noted in Clauses 8.1, 8.2, 8.3, 8.6 and 11.2.

## **26 SPECIAL GENERAL MEETINGS:**

26.1 At least fourteen (14) days notice in the manner prescribed in Clause 25.2 shall be given when convening a Special General Meeting of Club members. The notice shall specify the object of the relevant meeting.

26.2 A special general meeting shall be called by the Board upon the receipt of a written request, signed by no fewer than ten (10) Full members of the Club in good standing, for such a meeting. The request shall state clearly the purpose of the meeting, and the purpose shall also be specified in the notice convening the meeting.

26.3 The provisions of Clauses 25.4 to 25.8 shall apply to special general meetings.

26.4 No resolution at a special general meeting shall be adopted unless it has secured the support of a two-thirds majority of the members present and entitled to a vote.

## **27 RESOLUTIONS AT GENERAL MEETINGS:**

No resolutions adopted at an Annual General Meeting or at a Special General Meeting shall be reversed, changed or rescinded at a subsequent general meeting except by a majority of two-thirds of the members present and entitled to vote at such subsequent meeting.

## **28 RECORD OF PROCEEDINGS:**

28.1 The Board shall ensure that minutes of all Board and Sports Executive meetings, annual general meetings, special general meetings and sectional meetings are recorded and entered in volumes to be kept for that purpose. The minutes shall record the discussions and the resolutions adopted.

28.2 Any such minutes, or extracts from them, signed and certified by

the presiding Captain or Chairperson, shall be factual documentation of the matters considered, and shall signify that the proceedings were regular and that the meeting had been correctly convened and held.

**29 CLUB YEAR AND FINANCIAL YEAR:**

The Club Year and Financial Year of the Club shall commence on the 1st day of January and terminate on the 31st day of December of that year.

**30 AUDITORS:**

- 30.1 The financial statements and records of the Club shall be audited by a qualified Chartered Accountant (RSA) in public practice, who shall submit the audited financial statements, as required in Clause 25.3, to the Board for presentation at the Annual General Meeting.
- 30.2 The Auditor shall maintain his services unless another is appointed at an annual general meeting of the Club.
- 30.3 No auditor shall be appointed Auditor at an annual general meeting unless notice of an intention to nominate such a person has been given by a Board member no later than the end of September in any financial year. The Board shall submit a copy of such notice to the present Auditor.
- 30.4 The Auditor shall at all times have right of access to the books, accounts and records of the Club, and shall be entitled to require from the Board and officials such information and explanations as may be deemed necessary for the performance of his duties.
- 30.5 The Auditor shall be entitled to attend all general meetings of the Club, and may offer any statement or explanation relating to any accounts presented to the meeting or relating to his functions.

**31 ALTERATIONS TO THE CONSTITUTION:**

No new rule or clause or any alteration shall be made to this Constitution except by resolution adopted at a special general meeting of the Club, convened and conducted in the manner prescribed in Clause 26.1 of this Constitution.

**32 INFRACTION OF THE RULES**

Any infraction or infringement of the rules prescribed in this Constitution or any of the by-laws prescribed by the Board shall be investigated by the Board and any infractions shall be suitably dealt with.

**33 INTERPRETATION OF RULES:**

Should there be doubt about the strict meaning of any part of this Constitution, the interpretation of the Board shall be binding upon the members until the next Club annual general meeting at which, if so desired, the matter shall be referred to the members at that meeting for a decision by vote of no fewer than seventy-five percent (75%) of

those present.

**34 PROPERTY OF MEMBERS:**

No responsibility shall be attached to the Club in respect of any loss or damage to the property of any member or visitor who has brought, left or stored goods on the Club premises or in the Club grounds.

**35 GUESTS AND VISITORS:**

- 35.1 The Board may introduce any person or persons free of charge as guests of the Club for any period deemed necessary.
- 35.2 Any member, other than a Junior or Student member, may introduce a visitor or visitors to the Club on payment of the prescribed fee or fees. The name or names of the visitor or visitors shall be entered in the register provided for the purpose.
- 35.3 No member in arrears with any liability to the Club may introduce a guest or visitor.
- 35.4 The Board may at any time limit the number of visitors any member may introduce to the Club, and it may limit the time or frequency of visits by guests.
- 35.5 No member shall bring or introduce any person to the Club premises who has been rejected as a member of the Club or as a defaulter or whose membership has been suspended or forfeited.
- 35.6 Members shall be responsible for the good conduct of any visitor they may introduce.
- 35.7 The Board may, without giving any reason for its decision, refuse to allow the name of any person to be entered in the Visitor's Book or to allow such person to enter the Club premises.

**36 MEMBER'S RIGHT TO APPEAL:**

- 36.1 When the Board has taken action against a member in terms of this Constitution, the member shall have the right to call upon the Board Chairperson, within seven days of the implementation of its decision, to convene a special general meeting of members of the Club, at which meeting the Board's decision shall be confirmed, amended or rescinded. Alternatively, the member shall have the right to call upon an outside counsel, in agreement with the Board, to reconsider and decide upon the relevant decision.
- 36.2 Pending the decision of this special general meeting, the relevant member shall be debarred from the Club, its grounds and premises.

**37 PROPOSALS, SUGGESTIONS OR COMPLAINTS:**

- 37.1 Any Member wishing to submit a proposal or suggestion or lodge a complaint shall do so by letter addressed to the Club Manager, who shall submit it to the Board.

37.2 Any complaint about alleged misconduct of a Club member or Staff member or members shall in no instance be answered in the form of a personal reprimand by any member.

**38 CODE OF ETHICS**

All members and employees of the Club shall pledge their commitment that their conduct and ethics in relation to the Club shall always remain in terms of the Code of Ethics accompanying this Constitution.