

CONSTITUTION

OF THE

GLENDOWER GOLF CLUB

TABLE OF CONTENTS

1.	NAME OF THE CLUB	1
2.	DEFINITIONS	1
3.	OBJECTS OF THE CLUB	3
4.	DUTIES OF THE CLUB	3
5.	MANAGEMENT	4
6.	LEGAL PERSONA AND LIABILITY OF MEMBERS	16
7.	INDEMNITY	16
8.	GENERAL MEETINGS OF THE CLUB	18
9.	RECORD KEEPING	22
10.	AUDITORS	24
11.	PROPERTY	24
12.	MEMBERSHIP	26
13.	ENTRANCE FEES AND SUBSCRIPTIONS	34
14.	DISCIPLINE	35
15.	DISPUTES AND INTERPRETATION	37
16.	ADVERTISEMENTS	37
17.	FACILITIES/LIQUOR	37
18.	AMENDMENT OF CONSTITUTION	38
19.	DISSOLUTION	38

1. NAME OF THE CLUB

The name of the Club shall be "GLENDOWER GOLF CLUB".

2. DEFINITIONS

- | | | |
|-----|--------------|---|
| 2.1 | "AGM" | shall mean an Annual General Meeting held in accordance with Clause 8.1; |
| 2.2 | "Auditor" | shall mean an Auditor registered under the Public Accountants and Auditors Act, 1951, as amended; |
| 2.3 | "By-laws" | shall mean the rules and regulations governing the conduct of Officers, members and employees of the Club, which do not have to be provided for in this Constitution and shall include any guidelines for golf as published or distributed by the Club from time to time; |
| 2.4 | "Club" | shall mean the Glendower Golf Club, including its Members, the Club House, premises and grounds under its control, unless inconsistent with the context of this Constitution; |
| 2.5 | "Club House" | shall mean the Club House established on the grounds of the Club and shall include the parking areas; |
| 2.6 | "Day" | shall mean a calendar day expiring at midnight and shall exclude any Saturday, Sunday or other official Public Holiday in the Republic of South Africa from time to time; |

2.7	“Full Member”	shall mean a Member who has been accepted as such in terms of Clause 12.2.4;
2.8	“General Manager”	shall mean the General Manager appointed as such by the Governing Committee, or in his/her absence, any person nominated by the Governing Committee to act in his/her stead;
2.9	“General Meeting”	shall mean either the AGM and/or a Special General Meeting as the context requires;
2.10	“Golf Union”	shall mean such Golf Union of which the Club shall be a member from time to time;
2.11	“Governing Committee”	shall mean the Committee elected in terms of Clause 5.2;
2.12	“Member”	shall include any member of any class of Member of the Club referred to in Clause 12.2;
2.13	“Notice Board”	shall mean the Club Notice Board situated within the Club House;
2.14	“Office Bearer”	shall mean the President, the Vice President, the Captain, the Vice Captain and the Treasurer appointed in terms of Clauses 5.3.4 and 5.3.5;
2.15	“SAGA”	shall mean the South African Golf Association or its successor in title;
2.16	“Special General Meeting”	shall mean a Special General Meeting convened in terms of Clause 8.2;
2.17	“Voting Member”	shall mean any Full Member who has paid his full subscription fee or has entered into an agreement with the General Manager for the

payment of his subscription fee and is not in breach of such agreement in accordance with the provisions of Clause 13.2 and shall include Honorary Life Members, Life Members and Honorary Vice Presidents;

- 2.18 “Website” shall mean the official Website to be established and used as such by the Club, from time to time.

3. OBJECTS OF THE CLUB

The objects of the Club are to:

- 3.1 provide grounds and facilities for the playing of the game of golf;
- 3.2 maintain and improve the grounds and any buildings or other constructions for the benefit of the Club;
- 3.3 supply food and refreshment and conduct social functions;
- 3.4 do all things necessary or incidental to the running of the Club and fostering the game of golf;
- 3.5 hold the sole and exclusive right to use the immovable property of Glendower Club Limited for the purposes set out above.

4. DUTIES OF THE CLUB

The duties of the Club are to:

- 4.1 elect a committee, to be called the Governing Committee, to govern and administer its affairs and activities, which committee shall have the authority to do any act, matter or thing as is referred to in Clause 5.5, all of which are necessary for the due attainment of the objects of the Club;

- 4.2 accept and be bound by the rules of golf and of amateur status and such amendments or additions thereto as may from time to time be adopted by the Royal and Ancient Golf Club of St Andrews and the decisions which it may from time to time issue on the interpretation of such rules, and to make local rules as permitted by such rules to suit local circumstances and conditions as the Governing Committee may from time to time deem expedient and advisable;
- 4.3 become a member of a Golf Union;
- 4.4 generally undertake to do all such acts and/or things which are conducive to the furthering and safeguarding of the interests of the Club and to take such steps as are deemed necessary or expedient for these purposes.

5. **MANAGEMENT**

5.1 **Administration of the Club**

The affairs and administration of the Club shall be managed by the Governing Committee, which may delegate all or any part of its management to any Sub Committees and/or the General Manager and/or other persons appointed by the Governing Committee from time to time. All those bodies or persons shall act under the authority bestowed on them by this Constitution and by any mandate given to them by the Governing Committee or in terms of a resolution passed at a General Meeting.

5.2 **Election of Members of the Governing Committee**

- 5.2.1 The Governing Committee to be appointed in terms of Clause 5.2.2 shall consist of 10 (ten) Voting Members who are of good standing and who have been Voting Members of the Club for at least 2 (two) years immediately prior to such appointment.
- 5.2.2 Subject to the provisions of Clause 5.6:

- 5.2.2.1 each elected member of the Governing Committee shall be elected for a period of 3 (three) years ("a term") and shall cease to be a member of the Governing Committee at the conclusion of the AGM 3 (three) years following his/her election;
- 5.2.2.2 the members of the Governing Committee who cease to be a member thereof in terms of Clause 5.2.2.1 shall, subject to Clause 5.2.2.3, be eligible for re-election without nomination;
- 5.2.2.3 a member of the Governing Committee shall not be entitled to serve on the Governing Committee for more than 4 (four) consecutive terms, that being 12 (twelve) consecutive years, other than with approval of Members at the AGM;
- 5.2.2.4 written nominations for members of the Governing Committee shall be received by the General Manager not later than 7 (seven) days before the date of the AGM at which the Governing Committee is to be elected. Each such nomination shall be signed by 2 (two) Voting Members and the nominee who shall thereby signify his acceptance of the nomination;
- 5.2.2.5 nominations for members of the Governing Committee shall be posted on the Notice Board or on the Website of the Club not less than 5 (five) days prior to the AGM at which the Governing Committee is to be elected, together with the names of the retiring members of the Governing Committee seeking re-election;
- 5.2.2.6 should the number of Members standing for election as members of the Governing Committee be more than 10 (ten), a ballot shall be held at the AGM to elect 10 (ten) members of the Governing Committee;
- 5.2.2.7 should the number of Members standing for election as members of the Governing Committee be less than 10 (ten),

the shortfall in number shall be proposed and seconded from the floor from those Members eligible for election who are prepared to accept appointment as a member of the Governing Committee;

5.2.2.8 any irregularity in the election or appointment of members of the Governing Committee shall not invalidate any decision of the members of the Governing Committee;

5.2.2.9 notwithstanding the right herein granted to the members of the Governing Committee (in terms of Clause 5.5.1) to fill casual vacancies thereon, it shall nevertheless be entitled to act despite such vacancies, provided there remain on the Governing Committee not less than 6 (six) members. Should the number fall below 6 (six), the Governing Committee shall be obliged to fill the vacancies as provided for in Clause 5.5.1 before being able to act further.

5.3 **Appointment of Office Bearers of the Governing Committee**

5.3.1 The Governing Committee shall, from amongst its members, appoint the following Office Bearers:

5.3.1.1 the President;

5.3.1.2 the Vice-President to act as the President in the absence of the President;

5.3.1.3 the Captain;

5.3.1.4 the Vice-Captain to act as Captain in the absence of the Captain; and

5.3.1.5 the Treasurer.

- 5.3.2 An Office Bearer, save for the Treasurer, must have served on the Governing Committee for at least 2 (two) years as at the date of his appointment.
- 5.3.3 In addition to the elected members of the Governing Committee, the following persons shall be non-voting ex officio members of the Governing Committee:
- 5.3.3.1 the General Manager;
- 5.3.3.2 the Lady Captain, who shall be a Member and who shall have been appointed by the lady Members from amongst the ladies who are Members;
- 5.3.3.3 the Honorary Vice Presidents, who have been elected as such by the Governing Committee in terms of Clause 5.3.7.
- 5.3.4 The members of the Governing Committee shall, subject to the provisions of Clause 5.3.6, at its first meeting after the members thereof have been elected at the AGM in question, elect the following Office Bearers from amongst its members:
- 5.3.4.1 the President, who shall hold office for 3 (three) years;
- 5.3.4.2 the Vice President, who shall hold office for 3 (three) years.
- 5.3.5 The members of the Governing Committee shall, subject to the provisions of Clause 5.3.6, at its first meeting after each AGM, elect the following Office Bearers from amongst its members:
- 5.3.5.1 the Captain, who shall hold office for 1 (one) year;
- 5.3.5.2 the Vice Captain, who shall hold office for 1 (one) year;
- 5.3.5.3 the Treasurer, who shall hold office for 1 (one) year.

5.3.6 The member elected as President shall not be entitled to serve as President for more than 2 (two) consecutive terms of 3 (three) years and the member elected a Captain shall not be entitled to serve as Captain for more than 3 (three) consecutive terms of 1 (one) year.

5.3.7 The members of the Governing Committee shall be entitled to confer the title of Honorary Vice President on any past President, Vice President or Captain of a past Governing Committee who, in their opinion has rendered exceptional service to the Club. An Honorary Vice President shall enjoy all of the privileges of the Club without payment of annual subscriptions. An Honorary Vice President shall have access to the books and records of the Club and shall act in an advisory capacity to the Governing Committee

5.4 **Meetings of the Governing Committee**

5.4.1 The following provisions shall apply in respect of the appointment of Office Bearers in terms of Clauses 5.3.4 and 5.3.5:-

5.4.1.1 the most senior Honorary Vice President present at the meetings referred to in Clauses 5.3.4 and 5.3.5 shall be the chairman of such meetings;

5.4.1.2 nominations for the appointment of each Office Bearer shall be called for by the chairman of such meetings;

5.4.1.3 should there be only 1 (one) nomination for a particular office, the member nominated shall be automatically appointed to such office should he accept such nomination;

5.4.1.4 should there be more than 1 (one) nomination for a particular office and should the members nominated accept such nomination, a secret vote by ballot, presided over by the chairman of the meeting, shall be conducted and the member with the most votes shall be elected to the office in question. In the event of an equality of votes, a second vote by ballot shall

be conducted. In the event of an equality of votes on the second ballot –

- 5.4.1.4.1 in the case of the election of the President, such election shall be decided by drawing lots; and
- 5.4.1.4.2 in the case of the election of any other Office Bearer, the President shall have a casting vote.
- 5.4.2 The members of the Governing Committee shall meet as often as may be necessary (but not less than 6 (six) times a year) for the despatch of business, and shall adjourn and otherwise regulate their meetings as they deem fit.
- 5.4.3 Meetings shall be held at the Club House or at such other place as may be agreed by the majority of the members of the Governing Committee.
- 5.4.4 Not less than 48 (forty-eight) hours notice of such meetings shall be given, unless at least 5 (five) members of the Governing Committee are agreeable to accepting shorter notice.
- 5.4.5 Save in terms of Clause 5.4.1.1, the President shall be the Chairman of all meetings of the Governing Committee. In his absence, the Vice-President shall be the Chairman. In the absence of both the President and the Vice-President, the members of the Governing Committee present shall choose one of their number to be Chairman at that meeting.
- 5.4.6 Any member of the Governing Committee shall be entitled to convene a special committee meeting.
- 5.4.7 At meetings of the Governing Committee, 5 (five) members of the Governing Committee present and voting thereat shall constitute a quorum.

5.4.8 If a quorum is not present within half an hour of the time for which the meeting has been called, the Chairman shall declare the meeting adjourned to the same day the following week and at the same time and place (unless it is a public holiday, then it shall be held on the first week day following), and at such adjourned meeting, the members of the Governing Committee present and voting shall constitute a quorum and may transact the business of the meeting.

5.4.9 The General Manager, or such other person as may be nominated by the Chairman, shall keep minutes of all Governing Committee meetings. Such minutes shall be open for inspection by any member at the office of the General Manager.

5.4.10 Save in terms of Clause 5.4.1.4, all resolutions at meetings of the Governing Committee shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a casting as well as a deliberative vote.

5.5 **Powers of the Governing Committee**

The Governing Committee shall have the power and authority to do any act, matter or thing which could or might be done by the Club in accordance with this Constitution, excepting for such matters required by this Constitution to be approved at a General Meeting or a Special General Meeting, and without detracting in any way from the generality of this provision, shall have the following powers:

5.5.1 to fill such vacancy or vacancies in its number as may occur from time to time from among the Voting Members;

5.5.2 to form or appoint sub-committees in accordance with Clause 5.7;

5.5.3 to decide on all points of dispute, it being agreed that the Governing Committee's ruling thereon shall be final and binding;

- 5.5.4 to appoint the General Manager and other personnel at management level on such terms of engagement and salary as the Governing Committee shall deem fit, and to deal with all employment issues in respect of such employees including, *inter alia*, disciplinary action and dismissal;
- 5.5.5 to take charge of and administer any funds of the Club for any specific purpose on such terms as the Governing Committee may think fit and to define and determine the conditions of such appointment;
- 5.5.6 to open and operate a bank account/s with any bank, which account shall be operated in the name of the Club, and if necessary to overdraw such account/s for the purposes of the Club;
- 5.5.7 to raise or borrow monies on interest or otherwise for the purposes of the Club, as it deems fit, provided such borrowings are in the ordinary and regular course of business;
- 5.5.8 to make such payments from the monies of the Club as may be necessary to carry out the objects of the Club, and to incur expenses in the running and maintenance of the Club;
- 5.5.9 to purchase, sell, lease, lend, borrow or otherwise acquire, deal with or dispose of any movable property belonging to the Club;
- 5.5.10 subject to it being in the ordinary course and of a minor nature, to erect, construct, alter, maintain, manage and/or control any buildings or other constructions, and to take care of and protect same;
- 5.5.11 to invest with any authorised bank or other recognised financial institution, the monies of the Club not immediately required for the purpose of the Club, to vary or realise any such investments and to write up or write down the value of such investments;

- 5.5.12 to enter into any contract and sign same or other documents in the name of the Club, and to institute, conduct, defend, compound, settle or abandon any legal proceedings by or against the Club;
- 5.5.13 to grant Temporary Membership and allow persons, not being Members of the Club, to use its property and/or the Club House and Club facilities upon such terms as the Governing Committee in its sole discretion may think fit, or to refuse consent in its sole and absolute discretion, and generally to fix, and from time to time, to vary fees or other amounts payable in respect thereof;
- 5.5.14 to hold such golfing competitions, tournaments or other social functions subject to whatever terms and conditions it thinks fit, to regulate the use of the Club House and/or the Club's facilities by Members, to make special arrangements therefor, and to set aside the Club's grounds or any part thereof, for any special purpose whatsoever;
- 5.5.15 to arrange terms of reciprocity with other golf clubs and their members;
- 5.5.16 to establish any scheme/s to provide for its employees' life assurance, insurance, medical, pension and other fringe benefits, as it may determine from time to time;
- 5.5.17 with the consent of a General Meeting in terms of Clause 11.1.2, to mortgage the immovable property of the Club and/or Glendower Club Limited for the purpose of the Club;
- 5.5.18 to effect whatever insurances may be deemed necessary in the interest of the Club;
- 5.5.19 to open and close, from time to time, a Membership list in respect of any class of Member, and to consider applications for Membership to the Club and to accept or reject such applications as they in their sole discretion deem fit;

- 5.5.20 to increase the then existing subscriptions payable by any class of Member as may be deemed necessary by the members of the Governing Committee from time to time;
- 5.5.21 to impose levies upon all Members, or upon any class or classes of Members, as may be determined from time to time, subject, however, to such levies first being sanctioned by a two-thirds majority of Voting Members present and voting at an AGM or a Special General Meeting called for that purpose in the event that the amount of any proposed annual levy shall exceed 50% (fifty percent) of the annual subscription payable by such class of Member;
- 5.5.22 to collect all fees, subscriptions, charges and levies properly imposed;
- 5.5.23 to make, vary, suspend and repeal by-laws, rules and guidelines for the regulation, administration and conduct of the affairs of the Club, its officers, Members and employees;
- 5.5.24 to apply to any Liquor Licensing Board or any other competent authority for the grant to the Club of any licence for the sale of liquor which the Club may require for the purpose of carrying on its business, to accept transfer of any such licence or licences and for such purpose to appoint the General Manager as the holder of such licence on behalf of the Club;
- 5.5.25 to buy, supply, sell and/or deal in all kinds of golf clubs and balls and all apparatus or equipment used in connection with golf required or used by Members of the Club, or other persons frequenting the golf course, grounds, premises or Clubhouse;
- 5.5.26 to purchase, hire, provide and maintain machinery, equipment, furniture, implements, tools, utensils, food and beverages and other things required or which may conveniently be used in connection with the Club;

- 5.5.27 to impose subscriptions, contributions, entrance fees, green fees and caddies fees;
- 5.5.28 to ensure that a Health and Safety Management Plan is in place to provide guidelines of a Health and Safety Management System, which will enable the Club to –
 - 5.5.28.1 have a Health and Safety Policy in place;
 - 5.5.28.2 control its Occupational Health and Safety safe work procedures regarding all hazards and risks;
 - 5.5.28.3 achieve and meet Management Health and Safety objectives regarding the OSH Act (Occupational Health and Safety Act);
- 5.5.29 to appoint the directors and nominee shareholders of Glendower Club Limited;
- 5.5.30 to deal with any matter or circumstance for which specific provision is not made in this Constitution, and to do all such other acts or things as are in the opinion of the members of the Governing Committee, conducive to the attainment of all or any of the objects of the Club.

5.6 **Cessation of Office**

- 5.6.1 A member of the Governing Committee shall cease to hold office if he:
 - 5.6.1.1 submits his resignation in writing to the Governing Committee;
 - 5.6.1.2 ceases to be a Voting Member;
 - 5.6.1.3 becomes incapable of acting or becomes seriously ill or insane;
 - 5.6.1.4 is convicted, whether in the Republic of South Africa or elsewhere, of perjury, fraud, or any other serious crime, is removed by a competent Court from any office of trust on

account of misconduct, or is, in the opinion of the members of the Governing Committee, guilty of improper, dishonest, ungentlemanly or unsportsmanlike conduct;

5.6.1.5 fails to attend 3 (three) consecutive meetings of the Governing Committee, without having obtained leave from the President.

5.6.2 In the event of the members of the Governing Committee being required to decide, at a meeting, whether or not a member of the Governing Committee shall cease to hold office in terms of the provisions of Clause 5.6.1, the member concerned shall not be entitled to attend such meeting.

5.6.3 In the event of a member of the Governing Committee ceasing to hold office in terms of the afore going provisions, the remaining members of the Governing Committee may appoint, from amongst the Voting Members his successor for the unexpired term of office, subject to such Voting Member signifying his acceptance of such appointment in writing.

5.7 Sub Committees

5.7.1 The members of the Governing Committee may from time to time appoint sub-Committees and the Chairmen thereof and, where necessary, co-opt other persons onto such Sub-Committees, for such purposes and with such powers as they may from time to time determine. The Chairmen so appointed shall commence and conduct meetings of such Sub-Committees, which shall be convened from time to time.

5.7.2 The President and the Captain or, in their absence, the Vice-President and Vice-Captain respectively, shall be *ex officio* members of any Sub Committee appointed by the members of the Governing Committee in terms of Clause 5.7.1.

6. LEGAL PERSONA AND LIABILITY OF MEMBERS

- 6.1 The Club shall be a legal persona and in its own name shall be capable in law of suing and being sued and of acquiring, holding, leasing, alienating and generally dealing in property, movable and immovable.
- 6.2 The Governing Committee shall authorise any 2 (two) of its Office Bearers upon such terms and conditions as it may determine, to sign any contract, Power of Attorney, affidavit or other document, binding the Club or authorising the performance of any act on the Club's behalf.
- 6.3 All litigation brought by or against the Club shall be in the name of the Club, and the Governing Committee shall have the power to delegate to any 2 (two) of its Office Bearers full power and authority to appoint attorneys and, if necessary, counsel, to institute or defend any such action or suit and to sign all necessary documents and take all necessary steps for that purpose.
- 6.4 The liability of Members shall be limited to the amount of their unpaid entrance fees, levies, subscriptions and any other amounts as shall be owing by them to the Club from whatever cause arising.

7. INDEMNITY

7.1 Indemnity of Members

- 7.1.1 Every Member, including guests or invitees of Members, being present in or utilising the Club or the Club House and any of its amenities, indemnifies the Club and its Members, agents or servants and holds them harmless against any claim arising from any loss and/or damage to his or her person or property, from whatever cause and howsoever arising as a result of such Member, their guests or invitees, being present in or utilizing the Club House and/or the Club's facilities and/or premises.

7.1.2 Without limiting the generality of the afore going, the Club, its Members and the members of the Governing Committee and any Sub-Committee shall not be liable for any claim of whatsoever nature arising out of:-

7.1.2.1 any negligent or other act or omission by the Club or its Members, agents or servants and / or ;

7.1.2.2 any cause or event beyond the control of the Club or its Members, including but without limiting the generality of the afore going, Acts of God including lightning, fire, flood, wind or hail damage.

7.1.3 The provisions of Clauses 7.1.1 and 7.1.2 shall be binding on the dependents of the Member, his guests or invitees.

7.2 Indemnity of Governing and Sub Committee Members

7.2.1 Upon and by virtue of being elected to the Governing Committee or a Sub-Committee, the Club indemnifies and holds harmless each member of the Governing Committee and any Sub-Committee in his personal capacity, and the Governing Committee and any Sub-Committee as a whole (as it is constituted from time to time) against all loss, harm, damage or claim of whatsoever nature and howsoever arising which the Club or its Members may suffer by reason of the actions of the members of the Governing Committee or any Sub-Committee, save where any member of the Governing Committee shall have acted in bad faith or is grossly negligent.

7.2.2 The Club indemnifies and holds harmless the members of the Governing Committee or any Sub-Committee against any claim of whatsoever nature which may be made against them by any third party arising from any act or omission by the Governing Committee or any Sub-Committee, save where any such act or omission is in bad faith or constitutes gross negligence.

8. GENERAL MEETINGS OF THE CLUB

8.1 Annual General Meetings (“AGM”)

8.1.1 Convening of AGM

8.1.1.1 An AGM shall be held at such time and place as the Governing Committee may determine, but not later than the 30th day of June each year.

8.1.1.2 Written notice of the AGM shall be posted on the Notice Board and may be posted on the Club's Website, and shall, in addition, be sent to the address furnished by Members by post or by email to all classes of Members who are entitled to be present thereat, not later than 14 (fourteen) days before the date of such AGM, and shall specify in such notice the business to be transacted at the AGM.

8.1.1.3 The failure on the part of any Member to receive notice of the AGM shall not invalidate the AGM.

8.1.1.4 Notice of any resolution to be proposed at the AGM must be lodged with the General Manager not later than 10 (ten) days before the date fixed for the AGM, and the General Manager shall post such resolution on the Notice Board not later than 7 (seven) days before the date of the AGM.

8.1.2 Procedure at AGM

8.1.2.1 The President, or in his absence the Vice-President, shall be the Chairman at the AGM. In the absence of both the President and the Vice-President, or if both decline to preside, the Governing Committee members present shall choose one of their number to be Chairman at the AGM. The Chairman shall have a casting as well as a deliberative vote at such meeting.

8.1.2.2 There shall be deemed to be a quorum at the AGM if there are present not less than 25 (twenty-five) Voting Members in person.

8.1.2.3 If a quorum is not present within half an hour of the time for which the AGM, the Chairman shall declare the meeting adjourned to the same day the following week and at the same time and place (unless it be a public holiday, when it shall be held on the week day following), and at such adjourned meeting, the Voting Members present in person shall constitute a quorum irrespective of the number present, and may transact the business of the AGM.

8.1.3 **Business of AGM**

The business to be transacted at the AGM shall be:

8.1.3.1 to receive and confirm the minutes of the preceding AGM and of any Special General Meeting that may have been held since the preceding AGM;

8.1.3.2 to receive and consider the audited financial statements for the last financial year;

8.1.3.3 to receive and consider the report of the President on the affairs of the Club for the preceding year;

8.1.3.4 to elect members of the Governing Committee for the ensuing 3 (three) years, should their term of office have expired in terms of Clause 5.2.2.1;

8.1.3.5 to elect or confirm the appointment of the Auditors of the Club;

8.1.3.6 to consider any resolution of which due notice has been given as provided for in Clause 8.1.1.4 and to consider any business

or resolution concerning the affairs of the Club which is brought under consideration by the President.

8.1.4 **Further Provisions Regarding AGM**

8.1.4.1 No business or resolution of which notice has not been given shall be discussed at the AGM, save that the Governing Committee may bring forward any business or resolution for action or discussion without prior notice, other than in regard to the matters referred to in Clauses 5.5.21, 11.1.2, 18.1 and 19. It shall, however, be competent for the Chairman in his sole and absolute discretion, to allow any amendment to the wording of any resolution to be adopted, notwithstanding that due notice (as provided for in Clauses 8.1.1.2 and 8.1.1.4) may not have been given of the intention to adopt such amendment.

8.1.4.2 The General Manager, or such other person as may be authorised by the Members of the Governing Committee, shall take minutes of the proceedings.

8.2 **Special General Meetings**

8.2.1 The members of the Governing Committee may at any time convene a Special General Meeting, either at its own instance or upon receiving a requisition in writing to that effect, signed by not less than 25 (twenty five) Voting Members specifying the Agenda of the proposed Special General Meeting.

8.2.2 With regard to the convening, holding and procedure to be followed at Special General Meetings, the provisions of Clause 8.1 above shall apply, *mutatis mutandis*.

8.2.3 Upon receipt of a request by the members of the Governing Committee or of a requisition in terms of Clause 8.2.1, the General Manager shall give 14 (fourteen) days' written notice which may be given by way of email to all classes of Members entitled to be present thereat, of the

date, time and place of such meeting, and the object for which the Special General Meeting has been called.

- 8.2.4 No business shall be discussed at a Special General Meeting other than the business for which the meeting has been called, save that the members of the Governing Committee may bring forward for action or discussion any business, proposal or resolution which requires decision or action other than in regard to the matters referred to in Clauses 5.5.21, 11.1.2, 18.1 and 19.

8.3 **Adjournment of Meeting**

The Chairman of any General Meeting may, with the consent of the majority of the Voting Members present in person, adjourn the meeting to such time and place as may be agreed upon but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting of which the adjournment took place, subject, however, to the provisions of Clauses 8.1.4.1 and 8.2.4.

8.4 **Voting at Meetings**

- 8.4.1 Subject to any provisions to the contrary contained in this Constitution, all Voting Members shall be entitled to vote at a General Meeting. All resolutions proposed at a General Meeting shall be decided by a vote, which shall be valid and effectual if carried by a majority of votes of Voting Members present and voting in person. A vote of not less than two thirds of Voting Members present and voting shall be required in respect of the matters referred to in Clauses 5.5.21, 11.1.2, 18.1 and 19.

- 8.4.2 Save for the election of the members of the Governing Committee, voting by Voting Members present in person shall be decided by a show of hands, and unless thereafter a ballot is demanded by at least 5 (five) Voting Members present and voting thereat, the declaration by the Chairman of the result shall be final and binding.

8.4.3 In respect of the election of members of the Governing Committee in terms of Clause 5.2.2.6:-

8.4.3.1 every Member voting thereon shall be required to vote for the election of not less than the number of members of the Governing Committee who are required to be elected (i.e. 10 members);

8.4.3.2 any ballot paper which does not comply with Clause 8.4.3.1 shall be spoilt and be disregarded in the counting of votes.

8.4.4 No Member whose fees, subscriptions or levies are in arrears shall be competent to vote at any General Meeting.

8.4.5 It is recorded that voting by proxy shall not be permitted at any General Meeting.

9. **RECORD KEEPING**

9.1 The Club shall keep such records as are necessary fairly to present the state of affairs and operations of the Club and to explain the transactions and financial position of the operation of the Club, including:

9.1.1 a register of all Members;

9.1.2 a current and accurate list of its assets and liabilities;

9.1.3 a register of fixed assets showing the respective dates of acquisition and the cost thereof, the respective dates of any disposals and the consideration received in respect thereof; provided that in respect of fixed assets for which the cost cannot be readily ascertained, the Club may take an inventory of all such fixed assets and make a realistic estimate of the value of such fixed assets;

- 9.1.4 records containing entries from day to day in sufficient detail of all cash received and paid out and of the matters in respect of which receipts and payments take place;
- 9.1.5 statements of the annual stocktaking.
- 9.2 The accounting records referred to in Clause 9.1 may be kept by any method of recordal recognised from time to time by the Public Accountants and Auditors Board, and adequate precautions shall be taken for guarding against falsification thereof and facilitating its discovery.
- 9.3 The accounting records shall be kept by the General Manager and shall at all times be open to inspection by members of the Governing Committee.
- 9.4 The financial year of the Club shall run from 1 January until 31 December in each year.
- 9.5 The Governing Committee shall in respect of every financial year of the Club, cause annual financial statements to be prepared, audited and made out in English and shall lay them before the AGM.
- 9.6 The annual financial statements required to be made out under Clause 9.5 shall consist of:
 - 9.6.1 a balance sheet including any notes thereon or documents annexed thereto;
 - 9.6.2 an income statement including any similar financial statement where such form is appropriate and including any notes thereon or documents annexed thereto.
- 9.7 The annual financial statements of the Club shall, in conformity with practices prevailing at the time, fairly present the state of affairs of the Club and its operations as at the end of the financial year concerned and the surplus or deficit of the Club for that financial year.

- 9.8 The Governing Committee shall forthwith upon receipt of the Auditor's resignation, appoint an Auditor to fill the vacancy.

10. **AUDITORS**

- 10.1 The Auditor of the Club shall:

- 10.1.1 have the right of access at all times to the accounting records and all books and documents of the Club, and be entitled to require from the members of the Governing Committee and/or General Manager of the Club such information and explanations as he thinks necessary for the performance of his duties as Auditor;

- 10.1.2 be entitled to attend any AGM of the Club and to receive all notices of and other communications relating to the AGM which any Member of the Club is entitled to receive and to be heard at the AGM which he attends in relation to that part of the business of the AGM which concerns him as Auditor.

- 10.2 The appointment of the Auditor shall continue until he resigns or is removed by resolution of a General Meeting. No member of the Governing Committee shall be eligible to be elected as the Auditor.

11. **PROPERTY**

11.1 **Immovable Property**

- 11.1.1 Subject to Clause 11.1.2, the Club shall stand possessed of the property of the Club and Glendower Club Limited and shall apply and dispose of the same for the benefit of the Club in such manner as the members of the Governing Committee shall, in accordance with this Constitution, direct.

- 11.1.2 No purchase, sale, transfer, disposal, mortgage or other alienation or encumbrance of immovable property of the Club and/or Glendower Club Limited shall be effected unless the same is approved in terms of a resolution passed at an AGM or a Special General Meeting called for such purpose, by not less than a two-thirds majority of the Voting Members present in person and voting thereat.

11.2 **Assets and Income**

The income, property and monies of the Club shall be applied solely towards the promotion, furthering and safeguarding of the objects of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, distribution or otherwise to Members, provided that nothing herein contained shall prevent the Club from making grants for the purpose of carrying out its objects or furthering its interests, or from paying out-of-pocket expenses to any member of the Governing Committee of the Club or from making payment of remuneration to any employee for any services rendered to the Club.

11.3 **Rights of Members**

No Member shall have any right, title or interest in and to any assets of the Club, and shall have the right only to use and enjoy its amenities and facilities upon and subject to the terms and conditions contained in this Constitution, the Regulations made hereunder and such other terms and conditions as shall be properly imposed by the Governing Committee or the Management of the Club from time to time.

11.4 **Damaged Property**

Should any property or asset belonging to the Club be broken or damaged wilfully or negligently by a Member, such Member shall be liable to pay for the replacement or repair thereof as may be determined by the members of the Governing Committee.

12. MEMBERSHIP

12.1 Voting Rights of Members

Each Member classified below shall, provided that such membership category entitles a Member to vote and such Member's membership fees are fully paid up or an agreement has been entered into with the General Manager to pay same and the Member is not in breach of such agreement, have the right to vote at any General Meeting, on the basis that each such Member shall have 1 (one) vote.

12.2 Classes of Members

The Club shall consist of several classes of Members who shall be entitled to the rights and privileges and be subject to the obligations set out hereunder:

12.2.1 Honorary Life

12.2.1.1 An Honorary Life Member is a Member who, having conferred some special benefits upon or rendered exceptional service to the Club, shall, in recognition thereof, be elected as such by the members of the Governing Committee and shall be entitled to enjoy all the privileges of the Club without payment of annual subscriptions, provided that an Honorary Life Member shall be at liberty to resign such Membership on written notification to the Governing Committee. An Honorary Life Member shall be entitled to attend and vote at any General Meeting.

12.2.1.2 The Governing Committee may in its discretion review and alter the terms applicable to such Membership at any time.

12.2.2 Life Member

12.2.2.1 A Life Member is a Member who shall have been a Voting Member for not less than fifty (50) years or whom the members of the Governing Committee deem eligible in their discretion on

such terms as they may think fit and who shall be entitled to enjoy all the privileges of the Club without payment of annual subscriptions for the rest of his lifetime. A Life Member shall be entitled to attend and vote at any General Meeting.

12.2.2.2 The Members of the Governing Committee may in their discretion review and alter the terms applicable to such Membership.

12.2.3 **Honorary Member**

12.2.3.1 An Honorary Member is any person whom the members of the Governing Committee deem eligible to become an Honorary Member and who is invited and elected to such Membership by the members of the Governing Committee for such period as the members of the Governing Committee may in their discretion determine, by reason of his having achieved distinction or prominence in public office or golf, or having conferred some special benefit upon the Club.

12.2.3.2 An Honorary Member shall be elected by resolution of the members of the Governing Committee, who shall, in addition, by resolution, have the power to allow the privilege of Honorary Membership to be bestowed upon such person on an ad hoc basis and who may be engaged in any match or competition on any day at the Club.

12.2.3.3 Such Honorary Member shall be entitled to make full use of the amenities of the Club without payment of subscriptions and/or entrance fees and shall be entitled to attend, but not to vote, at any General Meeting.

12.2.3.4 The Members of the Governing Committee may in their discretion, and at any time, review and alter the terms applicable to such Honorary Membership at any time.

12.2.4 **Full Member**

A Full Member is any person who is 18(eighteen) years or older, who is accepted as a Full Member and who pays annual subscriptions for such category of Membership. Such Members will be obliged to pay such subscriptions as are determined by the Governing Committee from time to time and will be entitled to enjoy all privileges of the Club and to play golf on all days on which the golf course is open. A Full Member shall be entitled to attend any General Meeting and if 25 (twenty five) years or older shall be entitled to vote at a General Meeting.

12.2.5 **Weekday Member**

A Weekday Member is any person who is 18 (eighteen) years or older, who is duly accepted to Weekday Membership. Such Members will be obliged to pay such subscriptions as are determined by the Governing Committee from time to time and shall be entitled to all privileges of the Club except that they may not play golf on a Saturday, Sunday or Public Holiday without the consent of the General Manager. Such a Member shall be entitled to attend a General Meeting but shall not be entitled to vote at a General Meeting.

12.2.6 **Student Member**

A Student Member is any person who is 18 (eighteen) years or older but under the age of 26 (twenty six), who is a full time registered student at a tertiary institution and who has been accepted to Student Membership. Any person completing articles, internship or the like may also be considered for Student Membership by the Governing Committee who shall, in its sole discretion, consider each such application on an ad hoc basis. Such Members will be obliged to pay such subscriptions as are determined by the Governing Committee from time to time and will be entitled to use the full facilities of the Club but may not play golf on a Saturday or Public Holiday. Such a Member

shall be entitled to attend a General Meeting but shall not be entitled to vote at a General Meeting.

12.2.7 **Junior Member**

A Junior Member is any person under the age of 18 (eighteen) years accepted to Junior Membership who will be obliged to pay such subscriptions as are determined by the Governing Committee from time to time and shall be entitled to use the facilities of the Club but may not play golf on a Saturday, Sunday or Public Holiday unless permitted to do so by the General Manager or the Captain from time to time. A Junior Member who has an official handicap of 9 or better may, in the discretion of the Governing Committee, play in major Club tournaments. Such a Member shall not be entitled to attend or vote at General Meetings.

12.2.8 **Country Member**

A Country Member is any person who is 18 (eighteen) years or older whose normal place of permanent residence is more than 120 kilometers away from the Club, who is a member of another golf club and who has been accepted by the Governing Committee as a Country Member. Such Members will be obliged to pay such subscriptions as are determined by the Governing Committee from time to time and shall be entitled to use all of the facilities of the Club and to play golf on any day the golf course is open except that they may not participate in major Club competitions. Such a Member shall not be entitled to attend or vote at General Meetings.

12.2.9 **Social Member**

A Social Member is any person who is 18 (eighteen) years or older who is accepted by the Governing Committee, in its sole discretion, as a Social Member of the Club. Such Members will be obliged to pay such subscriptions as are determined by the Governing Committee from time to time and shall be entitled to full use of the Club House and

other facilities of the Club. Such Members shall not be entitled to play golf at the Club by virtue of such Membership only. Such a Member shall not be entitled to attend or vote at General Meetings.

12.2.10 **Reciprocity Member**

A Reciprocity Member is any person who is 18 (eighteen) years or older who is a member of another golf club with which a reciprocal arrangement of membership has been concluded and who is accepted by the General Manager as a Reciprocity Member. Such a Member shall not be entitled to attend or vote at General Meetings.

12.2.11 **Temporary Member**

12.2.11.1 A Temporary Member is a person who does not fall into one of the other categories of Membership of the Club and who has, on the day of his attendance at the Club, been accepted by the General Manager as either:

12.2.11.1.1 a person who is a guest of a Member and who is attending at the Club for the day; or.

12.2.11.1.2 a person visiting the Club who is not a guest of a Member but who is attending at the Club for the day.

12.2.11.2 A Temporary Member may make use of the Club House and other facilities of the Club and may play golf on the day.

12.2.11.3 Unless otherwise agreed by the General Manager or Governing Committee a Temporary Member may not play golf on more than 2 (two) days in any 1 (one) month and may not play in any major Club competition.

12.2.11.4 A Temporary Member may not attend or vote at General Meetings.

12.3 Change of Status

12.3.1 Subject to the provisions of this Constitution, a Member shall be entitled to make application for his status to be changed to any other class of Membership as defined herein, by written application to the Governing Committee.

12.3.2 Such application shall be addressed to the General Manager and shall set out:

12.3.2.1 the present class of Membership of such Member;

12.3.2.2 the class of Membership to which such Member requires his Membership to be changed; and

12.3.2.3 the reasons in support of such application.

12.3.3 The Governing Committee shall have discretion whether or not to approve such application or to qualify its approval in any manner it deems fit.

12.3.4 Unless members of the Governing Committee otherwise resolve, the approval of such application shall be effective from the first day of the year succeeding that in which the application is submitted to the General Manager.

12.4 Admission of Members

12.4.1 Every candidate for admission to Membership shall be proposed and seconded in writing on the form provided by the Governing Committee.

12.4.2 Every candidate for admission to Membership shall be proposed and seconded by 2 (two) Full Members.

12.4.3 No Full Member shall propose or second a candidate not personally known to him.

- 12.4.4 Each proposal form shall be completed in full. It shall be signed by the candidate, the proposer and the seconder and lodged with the General Manager.
- 12.4.5 The Governing Committee shall have the power to call for such further information regarding the candidate as it may deem fit, and to require such candidate to appear before it in person.
- 12.4.6 The Governing Committee shall on no account take into consideration any issue of gender, race, nationality or creed in considering nominations for Membership.
- 12.4.7 The names of candidates for Membership shall be posted on the Notice Board of the Club for not less than 14 (fourteen) days prior to their acceptance as a Member.
- 12.4.8 The Governing Committee shall, as soon as is reasonably possible after expiry of the fourteen day period referred to in Clause 12.4.7, meet in order to consider the application for Membership. At such meeting a ballot for each candidate's election shall be held and in such ballot 3 (three) veto's shall exclude such candidate from Membership.
- 12.4.9 No candidate who has been rejected for Membership of the Club shall again be eligible for election until 12 (twelve) months have expired from the date of such rejection.
- 12.4.10 A candidate who has made application for Membership but has not yet been accepted or rejected may play at the Club as a Temporary Member until his acceptance or rejection for Membership.
- 12.4.11 Every Member shall be obliged to lodge in writing with the General Manager an address, including where possible an email address, at which notices may be sent to him, and in like manner to notify the General Manager of any changes of address from time to time. Any Member failing to lodge such address or failing to give such notice of

change of address, shall be deemed to have waived the requirement of receipt of such notice.

- 12.4.12 Any notice required to be given shall be deemed to have been properly given and to have been received by the Member within 7 (seven) days after the date of posting thereof if posted to such Member at his address or on the same day if transmitted by email.
- 12.4.13 A Register of Members shall be kept by the General Manager in which shall be entered the names of all duly elected Members, the date of admission to Membership, the class of Membership, and where applicable, the date upon which such Membership changed or ceased, and the reasons therefore.
- 12.4.14 When signing the application form for Membership and lodging same with the Governing Committee, the candidate shall be deemed to have agreed that in the event of his acceptance by the Governing Committee as a Member of the Club, he shall be bound by this Constitution and all other rules, resolutions, guidelines and by-laws of the Club.
- 12.4.15 All Members shall be entitled to be furnished with a copy of this Constitution on request but failure to be in possession of such Constitution shall not absolve any Member from being bound thereby and being obliged to comply with the obligations imposed in terms hereof.
- 12.5 The liability of Members is limited to the amount of their respective unpaid subscriptions (if any) and any other monies payable in terms of this Constitution and no Member shall be liable for any debts or liabilities of the Club or any portion thereof, nor shall any Member be liable to contribute any monies in the event of the assets of the Club being insufficient for the discharge of its liabilities.

13. ENTRANCE FEES AND SUBSCRIPTIONS

- 13.1 The annual subscriptions for Members in the various classes shall be an amount determined by the Governing Committee from time to time.
- 13.2 Annual subscriptions for Membership for the year are payable on or before the 31st of January of the year in question provided that the General Manager may in his/her sole and absolute discretion agree with any Member to accept payment of his entrance fees and/or subscription and/or levies in instalments. In such event, such Member shall not being default for as long as payment is made in terms of such agreement. The Governing Committee may in exceptional circumstances waive or suspend payment of entrance fees, subscriptions, arrears and/or levies in whole or in part in its sole and absolute discretion.
- 13.3 In the event of a Member being accepted for Membership at any time after the 30th April in any year, the annual subscription to be paid by him for that year shall be pro-rata to the remaining portion of that year.
- 13.4 Any Member who fails to pay his entrance fee, subscription, levies or other monies on due date shall not, without the prior consent of the General Manager or Governing Committee be entitled to play golf or use the Club House or any of the facilities at the Club. If, within 30 (thirty) days after becoming due, the amount outstanding has not been paid or an agreement in terms of Clause 13.2 has not been entered into in regard to the payment thereof, such Member shall not be entitled to continue as a Member of the Club and shall be deemed to have immediately and automatically resigned his Membership upon the expiry of such 30 (thirty) day period, unless the Governing Committee, in its sole and absolute discretion, determines otherwise.
- 13.5 No Member ceasing to hold Membership in terms of Clause 13.4 shall be entitled to a refund of subscriptions or other monies paid by him to the Club or a reduction of fees, subscriptions and/or levies which may have already fallen due.

- 13.6 Subject to any provisions to the contrary as set out in this Constitution a Member who has resigned or is deemed to have resigned his Membership may, subject to the consent of the Governing Committee in its sole discretion, re-apply for Membership of the Club at any time.
- 13.7 Save as otherwise provided for in this Clause 13, the entrance fee and subscriptions payable in respect of the various classes of Membership, including fees and subscriptions payable on transfer from one class of Membership to another, shall be determined and laid down by the Governing Committee from time to time. In no case shall the annual subscriptions be less than the minimum prescribed in terms of the Liquor Act.
- 13.8 Notwithstanding the provisions of Clause 13.4, should a defaulting Member fail to discharge his indebtedness in full within 30 (thirty) days after same became due, the Club shall be entitled, without prejudice to any other rights which it may have in law, to take all necessary steps to recover such indebtedness.
- 13.9 A Member may at any time resign his Membership by giving notice in writing to the General Manager, provided that he shall, notwithstanding such resignation, remain liable for any amounts due by him to the Club.

14. **DISCIPLINE**

- 14.1 Should any Member, in the opinion of the Governing Committee, commit any wilful breach of this Constitution, rules, guidelines of golf, by-laws and regulations of the Club or be guilty of improper, dishonest, unsportsmanlike or ungentlemanly conduct or fail to make any payment of monies due to the Club after due date or be guilty of conduct unbecoming a Member or prejudicial to the interest of the Club, whether within the Club's precincts or outside of them, the Governing Committee shall, subject to the vote of a two thirds majority of the members of the Governing Committee voting in favour thereof, have the power to:
- 14.1.1 expel such Member, subject to the provisions of Clause 14.2;

- 14.1.2 deprive such Member of any or all of the rights and privileges of his Membership for such time or period as the Governing Committee in its discretion may deem fit and advisable;
- 14.1.3 call upon such Member in writing to resign, and if he fails to resign within 7 (seven) days of the date of such request, to expel such Member from the Club;
- 14.1.4 call upon such Member to appear before the Members of the Governing Committee and there explain his conduct. Should such Member fail to appear when called upon, the Members of the Governing Committee may in their discretion expel or deal with such Member in such manner as they may deem fit;
- 14.1.5 reprimand such Member.
- 14.2 Notwithstanding anything herein contained, no Member shall be expelled unless and until the members of the Governing Committee shall have given him an opportunity to appear before them at such time and place as they, in their discretion, may deem fit , to explain his conduct. At any such hearing the members of the Governing Committee shall fix the procedure to be adopted, and the Governing Committee shall have power to summon any Member or any other person to appear before it to give evidence for or against such Member, and the latter shall have the power to cross-examine any such witness and shall have the like power to tender the evidence of any Member or any other person he may deem fit.
- 14.3 The Governing Committee's decision to expel or in any other way discipline a Member is final and binding and is not appealable.
- 14.4 No legal proceedings of whatsoever nature may be instituted by any Member against any other Member, the Governing Committee, any Sub-Committee or the General Manager arising from any action taken under this Clause14.

15. DISPUTES AND INTERPRETATION

- 15.1 The decision of the Governing Committee in regard to the interpretation of any of the provisions of this Constitution shall be final and binding upon the Members, and the proceedings of the Governing Committee in terms of this Clause 15 shall be privileged and confidential.
- 15.2 In the event of any dispute, matter or question arising for which no provision is made in this Constitution, such dispute, matter or question shall be decided by the Governing Committee whose decision shall be final and binding.
- 15.3 The headnotes contained herein are for reference purposes only and do not bear upon the interpretation of this Constitution.
- 15.4 Any reference in this Constitution to any one gender shall include a reference to the other gender;
- 15.5 Any reference to the singular shall, where applicable, include a reference to the plural and vice versa.

16. ADVERTISEMENTS

No advertisements or notices may be placed in or upon the Club's property without the permission of the Governing Committee and no Member may utilize the name or address of the Club for business or advertising purposes or in connection with any litigation in which he may be involved, without the prior written permission of the Governing Committee first being had and obtained.

17. FACILITIES/LIQUOR

Only Members shall be permitted to pay for facilities or liquor supplied in the Club House or on the Club's premises.

18. AMENDMENT OF CONSTITUTION

- 18.1 This Constitution shall not be repealed or amended unless in terms of a resolution passed at an AGM or Special General Meeting called for that purpose by not less than a two thirds majority vote of the Voting Members present and voting.
- 18.2 This Constitution shall supersede all previous Constitutions together with any amendments thereto, but all acts done under and by virtue of any previous Constitution and any amendments thereto shall be valid.

19. DISSOLUTION

The Club may not be dissolved, wound up or placed in liquidation except in pursuance of a resolution passed at a Special General Meeting called for that purpose. Such resolution must be passed by a majority vote of not less than 75% (seventy five percent) of the Voting Members present and voting in person. If it is resolved to dissolve or wind up the Club and if after payment of its debts and satisfaction of its liabilities, any assets of whatsoever nature remain, the same shall be given or transferred to some other club, Union, Society or Association having objects similar to those of the Club in the Republic of South Africa.