



Constitution

CONSTITUTION & RULES OF THE EAST LONDON GOLF CLUB

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1. NAME

The name of the Club is the "EAST LONDON GOLF CLUB."

2. OBJECTS

To fulfill all the objects of a Social, Golf and Outdoors Club and to do all such things and carry out all such undertakings as may be necessary or incidental to such objects.

3. MEMBERSHIP

The Club shall consist of not less than fifty (50) members and a number not greater than that which the MANAGEMENT BOARD, in its absolute discretion, shall determine from time to time.

3.1 Election of Members

3.1.1 Each candidate for admission to membership of the Club, in any class, must be proposed by one member and seconded by another member, both of whom must personally know the candidate and shall be members of the Club for at least one (1) year's duration and in good standing at the date of proposing and seconding such a candidate. Each proposal shall be in writing on the official Application for Membership Form and shall be signed by the applicant, the proposer and seconder. The proposer and seconder must ensure that the candidate is introduced to the Captain, the Vice-Captain and at least one other member of the MANAGEMENT BOARD.

3.1.2 Every application for membership shall be considered by the GENERAL MANAGER and on his / her being satisfied that the application and other requirements have been met simultaneously post the application on both the club's physical noticeboards as well as the club's electronic communication platform (virtual noticeboard), where the application will remain for scrutiny for a period of fourteen (14) days. The notice must state by which date any objection to membership may be lodged with the GENERAL MANAGER.

- 3.1.3 Should any member wish to object to any candidate's application for membership, such member must object by delivering a notice in writing (which notice may be submitted electronically), to the GENERAL MANAGER before the date specified in the notice of application referred to in 3.1.2 above.
- 3.1.4 The written notice shall fully set out the grounds and basis upon which the objection is based and shall be signed by the objecting member.
- 3.1.5 Should no objection be received within the period prescribed in sub-clause 3.1.2, the application shall be considered by the MANAGEMENT BOARD, and upon approval of the MANAGEMENT BOARD, the GENERAL MANAGER shall confirm the application and comply with the provisions in subsection 3.1.10 and 3.1.11 immediately.
- 3.1.6 In the event of there being an objection, the MANAGEMENT BOARD shall consider the substance and reasonableness of such objection, and either dismiss (override) the objection, or confirm the objection requires a response from the applicant and his / her sponsor. In such an instance a summary of such an objection shall be communicated to the candidate and his / her sponsor in writing by electronic mail. The candidate shall submit his reply within three (3) days of the electronic delivery of the said letter advising of the objection.
- 3.1.7 The MANAGEMENT BOARD must consider the objection within seven (7) days of receipt thereof and shall have the power to determine the merits of the objection in any manner they deem appropriate having regard to the principles of natural justice.
- 3.1.8 The decision to uphold or dismiss the objection shall be conveyed to the parties in writing, and communicated via electronic mail, which decision shall be final and binding on the club, members, objector, and applicant.
- 3.1.9 In the event of the panel dismissing the objection the MANAGEMENT must confirm the application and comply with the provisions of subsections 3.1.10 and 3.1.11.

- 3.1.10 The MANAGEMENT shall notify each new member in writing of their acceptance as a member, direct their attention to the fact that the Constitution, Code of Conduct, and the Rules of the Club are binding on them and are available on request.
- 3.1.11 The names of the newly elected members shall be recorded in the register of members.
- 3.1.12 Should the MANAGEMENT BOARD uphold the objection the candidate shall not be capable of being proposed for membership until the expiry of a period of twenty-four (24) calendar months from the date of the decision of the panel.

3.2 Class of Membership

The following shall be the classes of membership viz.: -

- 3.2.1 **Honorary Life Member** – being one who is entitled to all the privileges of the Club, with full voting rights but exempt from payment of subscriptions, who shall be elected by General Meeting on the recommendation of the MANAGEMENT BOARD in recognition of some special and substantial benefit and / or service to the Club and / or golf in general.
- 3.2.2 **Full Member** – being one who is entitled to all privileges of the Club with full voting rights.
- 3.2.3 **Over 65 Member** – being one who is entitled to all the privileges of the Club with full voting rights who has reached the age of sixty-five years. Membership of this class shall be automatic. The annual membership fee of this class shall be determined in accordance with 3.2.11 below.
- 3.2.4 **Over 70 Member** – being one who is entitled to all the privileges of the Club with full voting rights who has completed twenty years of membership as full member and has reached the age of seventy. Membership of this class shall be automatic in compliance with the above. The annual membership fee of this class shall be determined in accordance with 3.2.11 below.
- 3.2.5 **Country Members** – being one who is entitled to all privileges of the Club but is not entitled to vote. Such member shall be a full member of another Golf Club in South Africa in good standing. No person

residing or carrying on business or employed within a radius of 100km from East London City Hall shall qualify for such membership.

3.2.6 **Off-Peak Member** – being one who is entitled to all the privileges of the Club with full voting rights except that such members will pay a higher green fee during peak times (peak times being defined as any Wednesday and Saturday, or any Club Competition day). The applicable green fee and any additional designation of a “peak time” will be determined by the MANAGEMENT BOARD each year.

3.2.7 **Reciprocity Member** – being one who is a full member in good standing of another Club with which a reciprocal arrangement of membership has been concluded. Such members shall have no voting rights and are only entitled to use the privileges of the Club for such a limited period as the MANAGEMENT BOARD shall determine from time to time.

3.2.8 **Junior Member** – The MANAGEMENT BOARD may, in its discretion, admit a person under the age of 19 years to Junior Membership of the Club, without the formality of a ballot. Such a member shall be entitled to all the privileges of the Club subject to the provisions of the Liquor Act and to such conditions and restrictions as the MANAGEMENT BOARD in its absolute discretion may from time to time determine. A Junior Member shall not be entitled to vote.

The application form for junior membership shall be countersigned by the applicant’s parent / guardian, who shall be liable for all fees and subscriptions in respect of such a member. No junior member may be proposed or seconded by another junior member.

Upon the attainment of the age of 19 years and provided that such person has been a junior member for not less than one year prior to attaining such age, a junior member may apply for membership of the Club in terms of these rules without payment of any entrance fee.

3.2.9 **Student Member** – being one who is entitled to the full privileges of the Club subject to such conditions and restrictions as the MANAGEMENT BOARD in its absolute discretion may determine and who is not

entitled to vote. Such a member must be a bona fide registered student either full-time or part-time of a recognised University, Technikon or Training College, or an articled clerk registered with the relevant professional body. Notwithstanding anything contained herein, membership of such a class shall automatically lapse at the end of the Club's financial year during which the student member attains the age of twenty-six years or ceases to qualify for membership of this class, provided that the member shall then be entitled to apply to be transferred to any other appropriate CLASS OF MEMBERSHIP.

3.2.10 **Social Member** – being one who is entitled to all privileges of the Club but who shall not be entitled to vote or play on the golf course or become a full member without first having paid an entrance fee and such additional subscription as may at that time be in force.

3.2.11 **Right of the Management Board to Determine a Class Of Membership**

The MANAGEMENT BOARD shall be empowered and have the discretion to amend, create, establish, determine, cancel, and / or remove a CLASS OF MEMBERSHIP.

The MANAGEMENT BOARD shall further have the authority to determine the costs and / or discounts applicable to such new, or amended CLASS OF MEMBERSHIP CLASS, along with any membership qualification criteria, rights and / or obligations embodied therein. The discretion and authority referred to in this clause shall only be exercised by the MANAGEMENT BOARD following the due and proper consideration of a properly motivated proposal, and the reasonableness of circumstances requiring the implementation of any amendment to or creation of a CLASS OF MEMBERSHIP.

3.2.12 **Entrance Fee**

The MANAGEMENT BOARD may, where it is appropriate and necessary to do so, elect to raise an entrance fee for new members. In such an instance, the entrance fee for any CLASS OF MEMBERSHIP shall be determined by the MANAGEMENT BOARD who shall have the power to waive the whole part of the entrance fee of any candidate for membership. On admission to any CLASS OF MEMBERSHIP a member shall pay such an entrance fee as has been determined by the MANAGEMENT BOARD.

3.3 Precedence in Election

The MANAGEMENT BOARD shall be entitled to grant priority over other candidates for election to membership to any person who shall have rendered valuable services in the interest of golf or is an outstanding player or for any other reason considered to be good and sufficient.

3.4 Alteration to Class of Membership

A member of any class may apply to be transferred to any CLASS OF MEMBERSHIP on giving notice to the GENERAL MANAGER. The member on being notified of the approval of the change of CLASS OF MEMBERSHIP shall be liable to pay any additional fees and / or subscription as is applicable. In no case should a refund of the fee or subscription already paid for the current year be made.

3.5 Termination of Membership

Members wishing to terminate their membership shall give written notice (which notice may be submitted via electronic mail), to the GENERAL MANAGER. Members failing to give such notice prior to 30 June in any year shall be held liable for a pro rata portion of the fee subscription for the upcoming year, provided that should the member tender the resignation on or before 30 September, the MANAGEMENT BOARD shall have the discretionary power to waive payment of the said subscriptions if circumstances warrant it and if the member, on submitting their resignation, applies for waiver of such fee or subscription.

3.6 Subscriptions

- 3.6.1 The subscriptions payable by the various classes of members shall be determined at and by members in the General Meeting, save that the MANAGEMENT BOARD is empowered to increase subscriptions by a maximum of 10% per annum without prior reference to members in a General Meeting.
- 3.6.2 The annual subscriptions shall be due and payable on the first day of July in each year, provided that the GENERAL MANAGER may allow a member to pay his / her subscriptions on such dates and in such amounts as the GENERAL MANAGER may determine. Members elected after the aforementioned date

shall be required to pay a pro-rata portion of the subscriptions based on the number of months of membership of the annual subscriptions, respectively.

- 3.6.3 Until the fees and / or subscriptions have been paid, a new member shall not be entitled to the privileges of membership. If after the expiry of one month from the date of the GENERAL MANAGER's notice, the member is still in default of payment, his election may be declared void by the MANAGEMENT BOARD .

3.7 Subscriptions in Arrears

- 3.7.1 Members whose subscriptions are in arrears for more than two months from the due date shall be notified of the fact by electronic mail, and any member who shall not have paid, or made suitable arrangements for payment within three months of the due date shall cease to remain a member.
- 3.7.2 In addition to the above, his / her name may be removed from the list of members of the Club by the MANAGEMENT BOARD. Notwithstanding such removal of his / her name, he / she shall remain liable for the payment of the amount of his / her arrear subscription, together with any other amounts due by him / her to the Club, which amounts may where necessary be recoverable by legal process.

3.8 Liability of Members

- 3.8.1 The liability of any member for the debt of the Club shall be limited to the outstanding subscription or other money owed to the Club by such a member.

3.9 Indemnity by Members

- 3.9.1 It is a condition of membership that each member shall indemnify the Club against any claim for damages arising out of any injury, loss or damage to any person or property arising out of the negligent, wrongful, or harmful act committed by the said member whilst on the premises of the Club. The Club shall not be liable for any loss or damage suffered by a member, or any other person, which loss or damage occurred on the Club premises, through any act or omission on the part of any member or third person. Responsibility shall not attach to the Club in respect of any loss or damage to any goods left or stored on the Club premises.

Caddies are not servants or employees of the Club, and any arrangements made for hire of their services is a matter strictly between player and caddie.

3.10 Guests of Members

Members may introduce guests to the Club provided that:

- 3.10.1 The GENERAL MANAGER may, at his discretion, prohibit the introduction of any person as a visitor or guest for any reason appearing to be sufficient.
- 3.10.2 Payment of the visitor's green fee will be deemed to be an undertaking not to make a claim against the Club for any loss or damage to person or property which may be suffered by any such visitor while on the Club premises, and also an undertaking to make good any damage to the Club property by such visitor whether willfully or otherwise.
- 3.10.3 A reduced visitors fee may be implemented from time to time, as determined by the MANAGEMENT BOARD, in respect of a member's guests who comply with the provisions of this clause, however, such reduced fee shall not be applicable for such visitor in any Club competition.
- 3.10.4 The Booking rules and procedures shall be determined by the MANAGEMENT BOARD, in consultation with the GENERAL MANAGER who shall be empowered to change and amend these as circumstances require. A copy of these will be available for members at the office of the GENERAL MANAGER or distributed to them, upon request.

4. CLUB GOVERNANCE

4.1 Powers of the Management Board

The Club shall be governed by a MANAGEMENT BOARD which shall be elected at an Annual General Meeting. The MANAGEMENT BOARD, in addition to the power conferred on it by these rules, shall have the control and management of the funds, property, employees and affairs of the Club generally, and shall have vested in it all such

administrative and discretionary powers as may be necessary for carrying out the objects of the Club in accordance with the Constitution and shall especially have the power:-

- 4.1.1 To make, vary and repeal regulations and bylaws for the carrying out of the provisions contained in the Constitution and Rules of the Club, for the management of the affairs of the Club, the opening and closing hours of the Club premises, subject to the provisions of the Liquor Act or any amendments thereof, and generally for all matters connected with the Club.
- 4.1.2 To appoint and remove a suitably qualified GENERAL MANAGER on such terms and conditions which are appropriate for such a role, and who shall perform such duties as are assigned to him / her from time to time by the MANAGEMENT BOARD.
- 4.1.3 To appoint and remove the Club's bankers and to delegate certain responsibilities to a suitably qualified GENERAL MANAGER.
- 4.1.4 To direct and provide for the receipt, custody, employment, management, remittance and expenditure of the moneys and funds of the Club.
- 4.1.5 To carry out and give effect to all resolutions of the members in a General Meeting, and where no special direction is given as to the manner in which any resolution is to be carried out, to carry it out in such manner and forms as the MANAGEMENT BOARD may in its discretion think fit. No resolution of any sub-committee involving expenditure more than the amount authorized by the MANAGEMENT BOARD shall be acted upon until confirmed by the Board. The President, Captain and Vice-Captain shall be ex-officio members of all sub-committees.
- 4.1.6 To appoint delegates.
- 4.1.7 To maintain the Golf Course and the surrounding land, and to lay down conditions of play on said course.
- 4.1.8 To expel or suspend from membership for such period as it may determine any member whose conduct, whether within the Club's precincts or outside them, is, in its discretion, in contravention of the Club's Code

of Conduct or injurious to the character of the Club. Any member shall have the right to appeal to a panel appointed by the Board comprising of three suitably qualified members against the decision of the MANAGEMENT BOARD, provided he / she shall give notice in writing to the GENERAL MANAGER in accordance with the Club's Code of Conduct, as it is amended from time to time.

- 4.1.9 Failing an appeal, the MANAGEMENT BOARD's decision shall be final, and in the event of an appeal, the decision of the persons appointed by the Board to hear the appeal shall be final. Any member expelled in accordance with the Rules, or otherwise ceasing to be a member of the Club, shall forfeit all such rights to claim upon the Club or its property or funds as he / she otherwise would have by reason of membership.
- 4.1.10 To settle all matters in dispute, which have been submitted to it in writing. The Complainant, or the person against whom any complaint is laid, shall have the same right of appeal against any decision of the MANAGEMENT BOARD as is given under the preceding sub-section 4.1.8 and all the provisions of that sub-section shall apply as fully as if they had been repeated herein.
- 4.1.11 To remove from the membership roll the name of any member who shall fail to pay, in accordance with these Rules or any regulations or bylaws, any entrance fee, subscriptions or other moneys payable to the Club.
- 4.1.12 The MANAGEMENT BOARD may borrow such sum or sums of money as may be required for the normal management of the Club provided that such sum or sums shall not, in any one year, exceed 25 (twenty-five) % of the amount represented by the current annual revenue.
- 4.1.13 Any borrowings in excess of this amount can be made only on the authority of two-thirds of the members at the General Meeting.
- 4.1.14 To invest or otherwise deal with the funds of the Club in its discretion.
- 4.1.15 The MANAGEMENT BOARD shall have the power to enter into arrangements with other similar clubs upon such terms as the MANAGEMENT BOARD may think fit for reciprocal rights of the members of such clubs

in relation to this Club or vice versa.

4.1.16 The MANAGEMENT BOARD shall not have the power to effect any major alterations to the course, or club infrastructure without first having obtained the authority and approval for such alterations from the members either:-

4.1.16.1 In a Special General Meeting, or

4.1.16.2 By way of announcements over a period of twenty-one (21) days at prize-giving and by displaying notices and diagrams on the Club's Virtual Notice Board / Electronic Notice Platform and directing members' attention thereto.

4.1.16.3 In the event of twenty-five (25) or more members indicating their opposition to such proposal/s, the MANAGEMENT BOARD shall be obliged to call a Special Meeting, as provided in paragraph 4.2.4 hereof.

A major alteration as envisaged in this clause shall be:-

(a) In relation to the Club Infrastructure and Facilities:-

An alteration, renovation, new addition or work of construction, relating to the immovable property of the Club, which work shall be an expense of not less than R500 000 (FIVE HUNDRED THOUSAND RAND) in total project cost, and require for approval, architectural input and the local government approved building plan.

(b) In relation to the Club's Golf Course:-

A course alteration, hole revision, relocation of hole, tee box, fairway or bunker or relating to the layout and playability of the course of the Club, and which work shall result in an adjustment of the course rating or require the input of a course designer or course architect.

4.1.17 The MANAGEMENT BOARD shall have the power to purchase, acquire and lease immovable property of every description and to sell, exchange, let, develop, or otherwise deal with any immovable property held in the name of the Club or its MANAGEMENT BOARD and to mortgage any immovable property held by the Club.

4.1.18 The MANAGEMENT BOARD in exercising their powers in terms of clause 4.1.17 shall first obtain the authority and approval of such actions from the members at a General Meeting.

4.2 Office-Bearers and Management Board of the Club

4.2.1 The Office-Bearers and Management Board of the Club shall consist of:

- a) The President
- b) The Captain
- c) The Vice-Captain
- d) Four additional full members, and
- e) The Lady President.

The Duties of the President:

- Chair of the MANAGEMENT BOARD
- Chair of all Special and General Meetings
- Represents the Club on all public occasions.
- At all times to represent the best interests of the members

The Duties of the Captain:

- Member of the MANAGEMENT BOARD
- Chair all Special and General Meetings in the absence of the President.
- Chair of the MANAGEMENT BOARD in the absence of the President
- Officiate at all Club Competition Prize-giving functions.
- Interact between the Club and its sponsors.

4.3 Election of President, Captain, Vice-Captain, and Management Board Members

- 4.3.1 It is a requirement for eligibility of the positions of President and Captain, that the candidates should be members in good standing with a track record of service to the Club or one of its committees, be presentable and of responsible habits, have the necessary temperament to always lead the Club and its management structures and to be an ambassador for the Club and its membership.
- 4.3.2 Not less than twenty-one (21) days prior to the Annual General Meeting a notice shall be placed on the Club virtual or other digital communication platform, as well as the standard Club's notice board calling for nominations for President, Captain, Vice-Captain and the four additional members.
- 4.3.3 Subject to what is included in 4.3.4 below, the names of the candidate and of the proposer and seconder, together with the acceptance of nominations signed by the candidate, shall be written on a list to be appended to the said notice for that purpose. If there is more than one nomination for any specific office as set out in 4.2 (a) to 4.2 (c) inclusive and / or more than four nominations as in 4.2 (d), a ballot shall be taken at the Annual General Meeting.
- 4.3.4 Should there be insufficient or no nominees for a particular office, the Chair of the meeting shall call for nominations at the meeting to fill the necessary offices and voting shall take place if necessary. Should no nominations be received, the MANAGEMENT BOARD, as elected, shall have the power by co-option to fill any vacancy.
- 4.3.5 Nominations for office bearers shall close seven (7) days prior to the Annual General Meeting and the list of candidates sealed so that no more candidates may be added.
- 4.3.6 Members unable to attend the Annual General Meeting will be allowed to complete and sign a Ballot Form prior to the meeting and must hand the Ballot to the GENERAL MANAGER for submission to the scrutinisers. The properly completed ballot form must be handed in to the GENERAL MANAGER not less than forty-eight (48) hours before the meeting.

4.4 Vacancies

- 4.4.1 Should the office of the President become vacant during the year, a General Meeting shall be called to elect a new President. The Board may fill vacancies in the office of Captain, Vice-Captain, or in the MANAGEMENT BOARD until the next Annual General Meeting.

4.5 Retiral of Office Bearers and Management Board Members

- 4.5.1 The Office Bearers and MANAGEMENT BOARD Members referred to in Clause 4.2 shall hold office for a period of two years, until the second Annual General Meeting after their election when they shall retire. Two of the additional Board Members referred to in 4.2 (d) shall, however, be elected each year to ensure continuity on the Board.
- 4.5.2 The Office Bearers and MANAGEMENT BOARD Members shall be eligible for re-election provided such retiring members have been duly nominated. The President and Captain shall not hold office for a continued period for more than two years. Only full members with at least two years' standing shall be eligible for nomination to the MANAGEMENT BOARD.

4.6 Indemnity of Office Bearers and Management Board Members

- 4.6.1 The Office Bearers and members of the MANAGEMENT BOARD are hereby indemnified by the Club against any claim or loss or damage suffered by the Club or any third party as a result of an act done, concurred in, or omitted, in or about the execution of their duty or supposed duty in their respective offices, except claims as may arise out of their own neglect or default.

4.7 Books of Account

- 4.7.1 The MANAGEMENT BOARD shall cause true accounts to be kept:

(a) of the whole of the assets and liabilities of the Club

(b) of the receipts and expenditure of the Club and the matters in respect of which such receipts and expenditure shall take place.

4.7.1 At the Annual General Meeting every year, the Board shall lay before the members a statement of the income and expenditure for the past year, together with a balance sheet, made up to 30 June each year.

4.7.2 Every statement and balance sheet shall be accompanied by a report of the MANAGEMENT BOARD and shall be signed by the President, or failing him / her, the Captain, or failing him / her, the Vice-Captain, and countersigned by the FINANCIAL MANAGER.

4.7.3 The MANAGEMENT BOARD shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Club or any of them shall be open to the inspection of members. No member shall have the right to inspect any accounts or book or document of the Club except as conferred by those present or authorised by the MANAGEMENT BOARD or by a resolution of the members in the General Meeting.

4.8 Auditor

4.8.1 An auditor or auditors shall be elected by the members of the Club at the Annual General Meeting each year, whose duty shall be to audit all the Club's accounts. If at any Annual General Meeting no auditor is elected, the previous auditor shall continue in office, as if re-elected. If any casual vacancy occurs in the office of the auditor, the Board shall forthwith fill up the same. No member of the Board shall be elected as auditor.

4.8.2 The auditor shall be supplied with copies of the income and expenditure account and the balance sheet intended to be laid before the Club at the Annual General Meeting, a reasonable time before the meeting to which the same are to be submitted and it shall be his / her duty to examine the same with the accounts

and vouchers relating thereto, and to report to the Club at the Annual General Meeting thereon.

4.8.3 The auditor shall at all reasonable times have access to the books and accounts of the Club and he / she may in relation thereto consult the Board or other officers of the Club.

4.8.4 Every account of the Board, when audited and approved by the Annual General Meeting, shall be conclusive except as regards an error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and henceforth shall be conclusive.

4.9 Fiduciary

4.9.1 The whole property of the Club, both movable and immovable, shall be vested in the MANAGEMENT BOARD and their successors in office.

4.9.2 The Members of the MANAGEMENT BOARD shall always act with the utmost good faith and in the best interests of the Club.

4.9.3 The Members of the MANAGEMENT BOARD shall comply fully with the Club's Constitutional Documents, the Law and the Club's Rules and Regulations, and shall actively detect and avoid any conflicts of interest amongst their number.

4.9.4 The MANAGEMENT BOARD shall not be remunerated in any form for their service as MANAGEMENT BOARD members, and shall not contract with, nor derive a benefit (whether directly or indirectly), of any nature, from the Club during their tenure.

4.10 Club Funds

4.10.1 All subscriptions and other moneys received from and sourced whatsoever shall be receipted and paid into a bank account in the name of the Club. All payments therefrom shall be made by electronic funds transfer, or such other form of withdrawal as may be required and authorised by any two people nominated by the MANAGEMENT BOARD.

4.10.2 The Club shall utilise its funds solely for the objects for which the Club was established or for investment and shall not distribute any of the Club's funds to any person.

4.10.3 No profit from the sale of liquor by the Club shall accrue to any individual.

5 MEETINGS

5.1 Management Board

5.1.1 The MANAGEMENT BOARD shall meet at least four times each year or at such intervals as may be deemed necessary and shall cause proper minutes of such meetings to be kept. At all meetings of the Management Board, four shall form a quorum and the Chair shall have a casting vote in addition to a deliberate vote. All questions arising at any meeting shall be decided by a majority of votes, with each Management Board member having one vote.

5.1.2 Any member of the MANAGEMENT BOARD absenting himself from three consecutive meetings without leave, ipso facto, ceases to be a member of the Board. The Board may grant a leave of absence from meetings of its members for a period of four months. Where appropriate the Management Board is empowered to hold their meetings electronically (virtually) provided that the quorate and other requirements applicable to management meetings are observed.

5.2 Annual General Meeting

5.2.1 The Club year shall commence on 1st July. An Annual General Meeting ("AGM") shall be held before the end of September each year for the purpose of:

- a) Receiving a report on the outgoing MANAGEMENT BOARD and the Annual Balance Sheet and Trading Accounts.
- b) Considering and voting on all notices of motion placed before the meeting in terms of the Constitution.
- c) Electing the incoming MANAGEMENT BOARD and other officers (as may be required by these rules).

d) Transacting general business.

5.2.2 The members of the Board shall decide on the date for the AGM, provided that the date selected is before the end of September. On receipt of the date for the AGM, the GENERAL MANAGER shall notify members of the proposed date in a manner which is less formal than is required by clause 5.4.

5.2.3 In the case of the AGM, the GENERAL MANAGER shall make a copy of the President's Annual Report and financial statements available to any member on demand made not more than seven (7) days prior to the meeting.

5.2.4 All notices of motion for the Annual General Meeting shall be sent to the GENERAL MANAGER not less than twenty-one (21) days before such a meeting and shall be included in the notice sent to members giving notice of such a meeting.

5.2.5 The Club is specifically authorised to conduct its AGM online or through virtual meeting platform, should circumstances and the MANAGEMENT BOARD deem it appropriate to do so.

5.3 Special General

5.3.1 All other meetings of members shall be called Special General Meetings.

5.4 Notice of Meetings

5.4.1 All General meetings shall be convened by circular, giving notice of such meetings, to be sent to all members entitled to vote, and by an abridged notice of such meeting being published once, in a newspaper circulating in the area of the Buffalo City Municipality.

5.4.2 The Board may at any time call a Special General Meeting, and they shall do so upon a requisition by any twenty-five (25) voting members, specifying the object for which such a meeting is required. The notice of such meeting issued to members shall, in accordance with the provisions relating to service of notice of a Special General Meeting, specify the object for which the meeting is called, and save that the Board may bring forward any business which it may consider urgently requires the decision by the members, no business other than that so specified shall be transacted at such meeting.

5.4.3 Fourteen (14) days' notice of the AGM as contemplated in 5.4.1 shall be given to members and the

abridged notice shall be published not less than fourteen (14) days prior to the AGM.

- 5.4.4 In all other cases seven (7) days' notice of the meeting shall be given to members provided that the Board may, in its sole discretion, call a Special General Meeting upon shorter notice in the event of any urgent matter arising calling for a decision from members, the form of such notice to be by way of an electronic mail circular and publication as hereinbefore provided.

5.5 Quorum

- 5.5.1 At all General Meetings of the Club, forty (40) members shall form a quorum. Should a quorum not be present within fifteen (15) minutes of the time fixed for the meeting, then, in the case of the AGM or Special General Meeting convened at the direction of the Board, the meeting shall stand adjourned until the same day and hour in the following week, when the members present shall be deemed to form a quorum.
- 5.5.2 If no quorum is present within the stipulated time at the Special General Meeting convened on a requisition of the members, the meeting shall not be adjourned but shall be deemed cancelled. The President, or in his absence, the Captain, or in his absence, the Vice-Captain shall be Chair, but in the absence of all three officers the members shall elect a Chair to preside thereat.

5.6 Voting

- 5.6.1 All questions submitted to any General Meeting shall (unless a poll is demanded) be decided by a show of hands, and in the event of equality of votes, the Chair shall have the casting vote as well as a deliberate vote.
- 5.6.2 A ballot may be demanded by any five (5) members present and shall be taken at once. The vote of the majority shall in all cases bind the minority. Any matter not in these Rules specially provided for, shall be decided by the votes of the members at the General Meeting.

5.7 Voting by Proxy

- 5.7.1 Any member entitled to attend and vote at a meeting at the club shall be entitled to appoint another person

being a member) as his proxy to attend and vote in his stead at any meeting of the members. This proxy shall not extend to the Election of Office Bearers where a Ballot is required. (see Clause 4.3)

- 5.7.2 The proxy form shall be obtained from the GENERAL MANAGER, and the completed form shall be handed to the GENERAL MANAGER forty-eight (48) hours prior to the commencement of the meeting.

5.8 Alterations to the Constitution and Rules

- 5.8.1 No rule of the Club shall be repealed or altered, and no new rule shall be made save by a resolution of a majority of two-thirds of the members present and voting at a General Meeting of which due notice has been given in terms of these Rules. Such notice shall set forth clearly the new Rule or the alteration of any existing Rule, which it is intended to propose at such meeting.

6 GENERAL

6.1 Rules of the game

- 6.1.1 The rules of the game shall be those of the Royal and Ancient Club of St Andrews, subject to such modifications or additions to suit local circumstances as the Board may deem expedient. If any doubt or dispute shall arise as to the proper construction or interpretation of any rule, the matter shall be referred to the MANAGEMENT BOARD, whose decision shall be final as far as any competition held under the auspices of the Club are concerned.

6.2 Interpretation of the Rules / Constitution

- 6.2.1 If any doubt or dispute should arise as to the proper construction or interpretation of any of the foregoing provisions of the Constitution, the matter or question shall be referred to the Board whose decision shall be final.
- 6.2.2 In the event of any provision of this Constitution being in conflict at any time with the Liquor Act or with any other Law of the Republic of South Africa, such provision shall be of no force or effect and shall be deemed to be *pro nonscripto*.

6.3 Actions By and Against the Club

- 6.3.1 The Club may sue and be sued in any Court of Law in the name of the GENERAL MANAGER but no action in any Court of Law shall be instituted or defended without sanction by the MANAGEMENT BOARD.

6.4 Liquidation

- 6.4.1 The Club may be wound up or dissolved by resolution of not less than two-thirds of the members with full voting rights, in good standing and present at a Special General Meeting convened for such a purpose.
- 6.4.2 After satisfaction of all Club debts, whatever remains of the Club's assets shall be given or transferred to a Sports Club or Association having objects similar to those of the Club, as approved by 75% of members with full voting rights, in good standing, and present at a Special General Meeting called to consider such a matter.

7 BYLAWS

- 7.1 No dogs shall be permitted on the Course.
- 7.2 All complaints shall be made in writing to the GENERAL MANAGER, who, if he / she shall be unable to deal with them, shall submit them to the MANAGEMENT BOARD, whose decision shall be final. In no instance shall a member directly reprimand an employee or servant of the Club.
- 7.3 The MANAGEMENT BOARD shall have the right to reserve the course for any competition, or otherwise, whenever it may think fit.
- 7.4 The system of handicapping shall conform to that laid down by the South African Golf Association from time to time.
- 7.5 Members shall not secure position for commencing play on the course until their opponents and partners have arrived on the Tee.
- 7.6 Caddies may be engaged only through the Caddie-Master and members are requested to assist the

Management of the Club by not interfering with this allocation. The MANAGEMENT BOARD will recommend from time to time the minimum fee to be paid by players who engage the services of caddies. Members are not permitted to purchase clubs or golf balls from caddies.

7.7 The respective classes of members shall pay such Green Fees as the Board may from time to time determine. The President, Captain and Manager of a recognised Golf Club and visitors to whom the courtesy of the course has been extended, although regarded as temporary members not paying subscriptions, shall enjoy playing privileges at the discretion and approval of the GENERAL MANAGER. All competitions shall be played under such regulations as may from time to time be framed by the MANAGEMENT BOARD and all competitors shall, before a competition begins, make themselves acquainted with such regulations and duly observe the same under penalty of disqualification.

7.8 It is incumbent on members to advise Management of any changes of address within reasonable time of such change taking place – preferably within thirty (30) days – and an electronic mail addressed to a member at his / her last known email address shall be deemed to have been received by him. The MANAGEMENT BOARD shall determine minimum dress standards applicable to members, guests, and visitors in the Clubhouse and on the course and shall ensure that these Rules are prominently displayed for general information.

APPROVED AT A MEETING OF THE ANNUAL GENERAL MEETING ON:-

EAST LONDON GOLF CLUB