

MOWBRAY GOLF CLUB

CONSTITUTION

(As confirmed at the Special General Meeting held on 15 April 2009)

1. Name

The name of the Club shall be "Mowbray Golf Club".

2. Objects of the Club

The objects of the Club are: -

- 2.1. To provide its members, comprising amateur golfers, and visitors with facilities for playing the game of golf.
- 2.2. To preserve the spirit and traditions of the game of golf and to protect its interests.
- 2.3. To organise competitions between its members, to arrange matches against other golf clubs and societies, and to participate in official leagues and fixtures.
- 2.4. To provide such other amenities as may be desired in the interests of its members.
- 2.5. To further and safeguard the interests of the Club.

3. Office Bearers and Appointments

- 3.1 The Office Bearers of the Club shall be the members of the Management Board (hereinafter referred to as "the Board"), who shall be:
 - the Chairperson of the Board;
 - the Vice Chairperson of the Board;
 - the Captain of the Men's Golf section;
 - the Captain of the Women's Golf section;
 - the Finance Executive;
 - the Marketing Executive.
- 3.2 In addition, the Board may recommend for election by members at an annual or special general meeting, a President and Vice-Presidents as the Board may consider appropriate. Such President and Vice-Presidents shall not be Office Bearers or members of the Board, but may assist the Board in an advisory capacity. All minutes of meetings shall be available to the President and Vice-Presidents (if any), at any time.
- 3.3 The Club Captain shall be the Captain of the Men's Golf section.
- 3.4 On the invitation of the Chairperson, any one or more of the General Manager, Golf Director and Greenkeeper shall attend meetings of the Board but not vote thereon and shall contribute to the activities of the Board in an operational capacity.
- 3.5 The General Manager shall be a person employed by the Club under written contract of employment. The Golf Director shall be a person who may be employed or appointed by the Club in this capacity as the Board may, from time to time, decide. The Club may either employ a greenkeeper under a written employment contract, or may contract in writing with a golf course maintenance company. In the latter case, the Board may nominate a person to act as a greenkeeper, who will represent the Club in its operational communications with such company.

4. Management Board and Committees

- 4.1 The management of the Club shall be vested in the Board whose members, elected from Life, Category 3 and Category 2 members, shall comprise:
 - 4.1.1 the Office Bearers referred to in clause 3.1, who shall (subject to clause 5.1.4) be elected at an annual or special general meeting and who shall hold office until the next annual general meeting; save that the Captain of the Women's Golf section shall be elected as set out in clause 5.2; and
 - 4.1.2 such other members of the Club co-opted onto the Board by decision of the Office Bearers, for a period not extending beyond the next annual general meeting.
- 4.2 There shall be no limitation on the number of years for which a person may be elected as an Office Bearer both as regards the number of years in succession, or in aggregate.
- 4.3 The appointment of the Chairperson shall take place by the members provided he shall have served one year in another capacity on the Board: save that a person who previously held the position of Chairperson, may again be eligible for the position of Chairperson without the necessity of such one year's service. If, due to circumstances beyond the control of the incumbent, he is unable to complete his term of office, the Vice-Chairperson shall be appointed to the position of Chairperson for the remaining period.
- 4.4 The Board shall be responsible for all matters concerning the Club including its finances, sponsorship regarding Club income as opposed to golf event income, the golf course and club house, Club assets, Club administration and the determination of entrance fees, subscriptions, playing fees and green fees, subject however to the provisions of

clause 17.1. In the event of any conflict between the Men's or Women's Golf Committee and the Board, a decision of the Board shall have precedence.

- 4.5 The Board shall have the right to appoint one or more of its members to represent the Club in the signature of documents, conclusion of contracts or otherwise, on behalf of the Club.
- 4.6 The Board and the Men's and Women's Golf Committees shall each meet separately at least ten times per calendar year.
- 4.7 One-half of the members of the Board or respective Golf Committees shall form a quorum.
- 4.8 The Chairperson of the Board, failing whom the Vice-Chairperson, failing whom the Club Captain, failing whom a person appointed by the members attending the meeting in question and entitled to vote thereat, shall be the Chairperson of all Board meetings. Annual or special general meetings of the Club shall be chaired by the President failing whom the Chairperson of the Board, failing whom the Vice-Chairperson, failing whom a person appointed by the members attending the meeting in question and entitled to vote thereat. The Chairperson at any meeting shall have a casting vote as well as a deliberative vote.
- 4.9 The Marketing and Finance Executives, referred to in clause 3.1, shall be entitled, but not obliged, to co-opt members of the Club onto a Marketing and Finance Committee respectively, provided that such co-option and the number and identity of such co-optees shall first be approved by resolution of the Board.
- 4.10 The Golf Director shall liaise with the General Manager and other relevant employees or appointees of the Club regarding the course, shall monitor any contracts concluded between the Club and any course management company or entity, and shall be responsible for the administration, control and improvement of the condition of the course and assets used for the course.
- 4.11 No member of the Board shall have individual authority independent of a Board resolution, regarding the expenditure of funds of the Club.
- 4.12 The Board shall delegate the following matters:
- 4.12.1 to a Men's Golf Committee, the administration of men's golf, including the planning of fixtures, selection of teams, establishing of local rules, arranging of sponsorships for golf events, fund raising and other social functions, running of competitions or tournaments, presentation of prizes, direct communication to members and other persons and entities who may be involved with the Club, and the administration of matters related to men's, junior and prentice membership and matters related to categories of membership and related membership matters.
- The Men's Golf Committee shall comprise a Captain, a Vice-Captain and two committee members, all being male members, elected every year from Life, Category 3 and Category 2 members at an annual or special general meeting and holding office until the next annual general meeting and two members co-opted onto the said committee by the Captain which co-options shall be to the prior approval of the Board. The Men's Golf Committee is empowered to form long-term or temporary sub-committees as and when required; and
- 4.12.2 to a Women's Golf Committee, the administration of Women's golf, including the planning of fixtures, selection of teams, arranging of sponsorships for golf events, fund raising and other social functions, running of competitions or tournaments, presentation of prizes, direct communication to members and other persons and entities who may be involved with the Club, and the administration of matters related to Women's membership and related matters but excluding life membership.
- The Women's Golf Committee shall comprise a Captain, a Vice-Captain, a Secretary, a Treasurer and five committee members, all being woman members, elected every year in terms of clause 5.2 from Life, Category 3 and Category 2 members and holding office until the next annual general meeting or the election of their successors whichever shall be the earlier. The Women's Golf Committee is empowered to co-opt additional members and form long-term or temporary sub-committees as and when required.
- 4.13 The Board shall have authority to appoint a General Manager who shall automatically be an Honorary Member of the Club and who shall be responsible for the overall management of the Club and who shall report to the Chairperson of the Board.
- The General Manager shall liaise with the Board and other relevant employees or appointees of the Club, and shall be responsible for the administration and control of the club house, club assets, club professional, club catering and liquor services, locker room functions, security, the use of club facilities, the maintenance and repair of club assets and facilities, insurance and related matters, but excluding assets used for the course.
- 4.14 The Board will procure that club operations manual be prepared and maintained, to guide and assist with all elements of club administration, including the course, its maintenance and improvement, the clubhouse, staff, employment, insurance and all other such elements.

- 4.15 All acts or omissions committed by the Board, the Golf Committees or the members thereof in bona fide execution of their duty, shall be deemed to have been done by the Club as a whole, and the members of the Committee in their individual capacities shall incur no liability in respect of such acts or omissions, save in the case of their own dishonesty, fraud or theft and save for their liability as members under clause 15.
- 4.16 Should any member of the Board or any Golf Committee fail to attend three consecutive meetings without leave of absence, and then such person shall cease to be a member of the Board or the respective Golf Committee, as the case may be.

5. Elections

- 5.1 The election of:
- 5.1.1 the Office Bearers;
- 5.1.2 the President and Vice-Presidents, when so resolved by the Board; and
- 5.1.3 the Vice-Captain and elected members of the Men's Golf Committee;
- shall take place at each annual or special general meeting of the Club, as the case may be, save as otherwise provided in clause 5.2.; and
- 5.2 The election of the Captain, Vice-Captain, Secretary, Treasurer and five members of the Women's Golf Committee shall take place, (the latter upon a resolution by the then current Women's Golf Committee) either at the annual or special general meeting referred to in clause 5.1, or on a different day proposed by the Women's Golf Committee which shall be a date within the 21 days preceding the said annual or special general meeting referred to in clause 5.1.
- 5.3 Notwithstanding anything to the contrary contained in this Constitution, only the members of the respective Men's or Women's Golf sections shall be entitled to vote for the Captains of such sections and for the nominees for positions on their respective Golf Committees. Both men and woman Members who have a vote shall be entitled to vote for the other Office Bearers and President and Vice-President(s) (if applicable).
- 5.4 Office Bearers other than the Chairperson and members of the Men's and Women's Golf Committees shall be eligible for re-election without nomination and a list of such persons standing for re-election shall be posted on the Club's notice boards at least fourteen days before the relevant annual or special general meeting.
- 5.5 Nominations for new Office Bearers and new members of the Men's and Women's Golf Committees shall be sent or delivered in writing to the General Manager, signed by both the proposer and seconder (both of whom being members entitled to vote at a general meeting), and shall be posted on the Club's notice boards at least seven days before the respective annual or special general meeting or Women's Golf section meeting. Such nominations shall bear the written acceptance by the nominees.
- 5.6 If at the annual or special general meeting or Women's Golf section meeting, more candidates for any post or posts on the Board or a Golf Committee are proposed than the number of vacancies available, the election to the vacant post or posts shall be by ballot.
- 5.7 Should any vacancy occur in the Office Bearers or members of the Men's or Women's Golf Committees, either the Board or the respective Golf Committees, as the case may be, shall have the power to fill such vacancy by co-option of members who shall remain in office until the next relevant annual or special general meeting.

6. Minutes

- 6.1 Full and correct minutes of all general meetings and of all meetings of the Board, Golf, Greens, Finance and, Marketing Committees shall:
- 6.1.1 be kept and shall be confirmed, in the case of a general meeting, at the next annual general meeting, and, in the case of other meetings, at the next meeting of the committee, and
- 6.1.2 in the case of Board and Golf Committee meetings be circulated to the respective members thereof.
- 6.2 Minutes of all committee meetings shall be copied to the Chairperson of the Board.

7. Bye-Laws

The Board shall have the power to make and alter bye-laws as it may consider necessary for the well-being of the Club: save that if any proposed new bye-law or alteration of an existing bye-law curtails or extends the privileges of any membership section of the Club, such bye-law or amendment shall only be approved by not less than four members of the Board.

8. General Meetings

- 8.1 Annual General Meetings and other General Meetings

- 8.1.1 The annual general meeting of the Club shall be held before the end of September in each year for the purpose of: -
- 8.1.1.1 receiving the report of the Board on the general affairs of the Club and the duly audited financial statement for the year ended on 30 June preceding.
 - 8.1.1.2 electing the Office Bearers and members of the Men's Golf Committee for the ensuing year;
 - 8.1.1.3 appointing an auditor and fixing his remuneration for the past year.
 - 8.1.1.4 dealing with any other matters placed on the agenda by the Board.
- subject however to the provisions of clause 5.2.
- 8.1.2 At least thirty days prior to the meeting, members may submit in writing items proposed to be included in the agenda for consideration by the Board.
- 8.1.3 Formal notice of the annual general meeting incorporating the agenda and any special business or resolution to be submitted to the meeting, together with the report of the Board and financial statement for the past year, shall be posted to all members at least fourteen days before the meeting.
- 8.1.4 The minutes of general meetings held during the financial year preceding shall be open to inspection by members during the fourteen days prior to the annual general meeting.
- 8.1.5 Only Life, Category 3, Category 2 and junior members present in person and as defined in clauses 12.1.1, 12.1.3 and 12.1.4.1 respectively, shall be entitled to vote at general meetings of the Club.
- 8.1.6 At all general meetings, twenty members present and entitled to vote shall form a quorum, and no business shall be transacted at any meeting unless a quorum be present; and unless a quorum be present within thirty minutes of the advertised time for such meeting, the meeting shall stand adjourned to the same day of the following week and at the same time or if such day is a public holiday, to the next succeeding weekday. No new notice of such adjourned meeting need be given. At any such adjourned meeting those members present will, irrespective of number, constitute a quorum.

8.2 Special General Meetings

The Board may call a special general meeting of the Club at any time on giving at least ten days' notice to all members, specifying for what object the meeting is called, and shall be bound to do so within thirty days after receiving a requisition signed by at least twenty members of the Club, entitled to vote at such meeting in terms of clause 8.1.5, specifying the object for which the meeting shall be called.

9. Club Constitution

9.1 Interpretation of Club Constitution

If any doubt or dispute shall arise as to the proper construction or interpretation of any of the clauses in the Constitution or byelaws of the Club, the matter or question shall be referred to the Board, whose decision shall be final, unless reversed at a general meeting by at least two-thirds of the members present and entitled to vote.

If such doubt or dispute shall arise at a general or annual general meeting of the Club and a Board meeting cannot readily be convened, then the Chairperson of the meeting may rule thereon and his ruling shall be final, but only for the duration of that meeting.

9.2 Changes to Constitution

The Constitution may be amended from time to time by the members in general meeting, provided:

- 9.2.1 at least fourteen days' notice of any amendment, deletion or addition has been given in writing to members entitled to vote, and
 - 9.2.2 such amendment, deletion or addition is passed by at least two-thirds of the members present and entitled to vote at the general meeting and
 - 9.2.3 that any amendment to this Constitution will be submitted to the Commissioner for South African Revenue Service.
- 9.3 Wherever in this Constitution a matter is to be decided upon by at least two-thirds of the persons present and entitled to vote at the meeting, in determining such majority a fraction shall be taken as one.

10 Auditors

Auditors shall be appointed at each annual general meeting. The auditor's fee for the past year shall be recommended by the Board, and shall be subject to confirmation at the annual general meeting. Any vacancy in respect of the auditors shall be filled by the Board by the appointment of a firm of auditors, effective until the next annual general meeting.

11. Finance

- 11.1 The Board shall lay down procedures regarding the financial governance of the Club in accordance with generally accepted accounting practice and appropriate management practices, with particular reference to the frequency of the production of a full set of financial accounts, limits of authority with regard to capital and other expenditure, signing powers, procedure for salary and wage increases, preparation of an annual budget and preparation of long range forecasts as and when required.
- 11.2 The Board may undertake loans only after authority therefore has been granted by the majority of the members present and entitled to vote at a general meeting, save that the Board has authority for the approval of asset based financing and short term loans not exceeding 10% of the total of the previous year's subscription income.

12. Membership

- 12.1 The membership of the Club shall consist of Life, Honorary, Category 3, Category 2, Country, Visiting, Temporary, Non-Playing, Absentee, Junior and Prentice members, as set out below. The various categories and types of memberships except Country and Non-playing, Prentice and Student members referred to in Clause 12.1.11, will be required, in addition to the specific provisions set out below, to comply also with the requirements of Clause 12.1.13.

12.1.1 Life Member

A member of the Club who has been elected to Life membership at a general meeting in recognition of special services rendered to the Club, and who is entitled to all the privileges of a Category 3 member without payment of annual subscription, but subject to the provisions of the constitution. Nominations for Life membership shall only be made by the Board and shall be included in the agenda of a general meeting. Life membership shall only be granted, should three-fourths of the members present and entitled to vote at the meeting so approve.

12.1.2 Honorary Member

A person who shall be invited and elected to membership by the Board for such reasons and under such terms as the Board shall determine. Such member shall be entitled to all the privileges of a Category 3 member without payment of annual subscription, but subject to the provisions of the constitution. Such election shall not be for more than one year, but the Board may upon application resolve to renew the privilege from year to year.

12.1.3 Category 3 Member

A member duly elected, who shall be entitled to the full privileges of the Club, including the right of voting at general meetings, and the right to play on all days of the week.

No person shall be eligible for election as a Category 3 member until they have attained their twenty-first birthday.

Members previously designated as Full and 6-Day Playing members will be re-classified as Category 3 members.

12.1.4 Category 2 Member

A member duly elected, who shall be entitled to the full privileges of the Club, save only that

12.1.4.1 he/she shall be entitled to vote at general meetings only after a period of two years from the date of his/her election to membership has elapsed; and

12.1.4.2 except if otherwise invited by the Men's Golf Committee, he/she shall not be entitled to play golf on Wednesday afternoons and Saturdays.

No person shall be eligible for election as a Category 2 member until they have attained their twenty-first birthday.

12.1.6 Country Member

A member duly elected, who is permanently resident outside a radius of eighty kilometres from the Club for at least ten months in each year and who is a full member of a recognised golf club, unless no such club is in existence within twenty kilometres of his residence. Country members shall only be entitled to participate in Club competitions with the prior consent of the applicable Golf Committee.

12.1.7 Visiting Member

A person temporarily resident within eighty kilometres of the Club for a period not exceeding six months in any calendar year. Such member shall be entitled to make use of the amenities of the Club on the same basis as a Category 2 or 3 member. Visiting members will be required to pay a subscription for not less than 6 months, and will be required to select and pay for a package under clause 12.1.13.2.

12.1.8 **Temporary Member**

A person, who is by prior resolution of the applicable Golf Committee, granted the privilege of membership while such person is:

12.1.8.1 a bona fide candidate for membership and whose application for membership has been posted on the Club notice board, or

12.1.8.2 bona fide engaged in any match or competition on Club premises.

Temporary members shall have such privileges relating to membership as shall be determined by the Applicable Golf Committee, in the said resolution.

12.1.9 **Non-Playing Member**

12.1.9.1 A member who has acquired such membership by transfer from another category or class of membership.

12.1.9.2 Admission to Non-Playing membership shall be in terms of a resolution of the applicable Golf Committee. Non-Playing members shall be entitled to make use of the amenities of the Club on the same basis as Category 2 members but shall be required to pay the green fees applicable to visitors.

12.1.10 **Absentee Member**

A member who is resident outside a radius of eighty kilometres of the Club. Admission to this class of membership shall always be in terms of a resolution of the applicable Golf Committee. Absentee members shall be entitled to make use of the amenities of the Club on the same basis as Category 2 members, but shall be required to pay the green fees applicable to visitors.

12.1.11 **Junior Member**

12.1.11.1 A person of either sex who is over eighteen but under 27 years of age and who has graduated to this class from Prentice membership.

12.1.11.2 In exceptional cases the applicable Golf Committee may elect members directly into this class, provided the claim to promotion of any existing Prentice member is not thereby prejudiced. If elected to Category 2 or 3 membership, such Junior member will be required to pay the entrance fee as determined from time to time and to select and pay for a package under clause 12.1.13.2.1 in addition to the subscription(s) applicable to Junior membership. The number of junior members shall be determined from time to time by the applicable Golf Committee.

Junior members shall use the Club amenities only under such conditions as may be decided upon from time to time by the applicable Golf Committee. Bona fide students at tertiary learning institutions approved by the Board under the age of 27 may be admitted to junior membership upon the requirements established by the Board from time to time, and subject to payment of the applicable subscription payable by such student members as established from time to time by the Board.

12.1.12 **Prentice Member**

Any person attending primary or secondary school., or under nineteen years of age, elected to such membership, and permitted to use the Club's amenities under such conditions as the Convenors of the section, in consultation with the Golf Committees, may determine. The maximum number of Prentice members shall be determined from time to time by the Golf Committees. A member who fails to comply with set standards may have his or her membership terminated by the Convenors, in consultation with the Committee concerned.

12.1.13 **Other**

12.1.13.1 All members will be obliged to pay the annual subscription relevant from time to time in respect of their respective category or class of membership.

12.1.13.2 All members will be required to select prior to the beginning of any financial year, and pay for simultaneously with the payment in the preceding sub-clause, a package of rounds of golf, being either 15, 25, 35, 45, 65 or unlimited rounds, for the applicable amount related to each such amount of rounds, as established from time to time by the Board; save that the minimum amount of rounds available to be selected will be 15. Once

selected, no further packages may be purchased by a member and no changes to his/her selected package will be allowed.

12.1.13.3 Any Category 2 member wishing to play on any day other than as provided for in their category, will be required to pay an additional fee as established from time to time by the Board, for either 18 or 9 holes.

12.1.13.4 In the event of the member utilising all the rounds in his/her selected Package, then the member will be required to pay an additional fee for additional rounds played during that financial year, at the amount established from time to time by the Board for either 18 or 9 holes.

12.1.13.5 Any rounds in a package selected by a member which are unused at the end of a financial, will be forfeited and cannot be transferred to the following year.

12.2 The Men's Golf Committee shall be entitled, on written application by a member, to permit the member to change from any one category to any other category.

Applications for changes in category may be submitted at any time. Members will be invoiced pro-rata for the resulting subscription increase as from the date their application is approved.

No refund of previously paid subscriptions or fees will be allowed in the case of a member downgrading his/her category. Members wishing to downgrade at the end of the Club's financial year (30 June) must submit the application to the General Manager on or before the 15 May immediately preceding failing which they will be liable for the payment of the subscription applicable to their membership category prior to application.

For transfers between category or classes of membership other than the above, the applicable Golf Committee shall be entitled, on written application by the member, to permit the transfer of a member for which it is responsible from one category to another category or classes of membership.

12.3 Notwithstanding anything to the contrary in this Constitution, only an amateur golfer (as defined in the "Rules of Golf" as adopted by the Royal and Ancient Golf Club of St. Andrews) shall be eligible to become or to remain a member of the Club, except as an Honorary member or Temporary member.

12.4 The Club shall at all times have at least thirty-five members.

12.5 Members shall be entitled to have guests accompany them and utilise the Club amenities. The Men's Golf Committee shall from time to time determine the number of guests, which a member may have, and a member shall not exceed the number of guests so permitted.

12.6 Proper records, including membership records, and a register or registers of members, shall be kept by the Club.

13. Closing of Membership

The list of members in any class may be closed by resolution of the Board on the recommendation of the applicable Golf Committee for such period as may be considered necessary.

14. Election of Members

14.1

14.1.1 Every candidate for membership shall be proposed and seconded by two members who have the right to vote at general meetings (other than office bearers and members of the applicable Golf Committee) and who have had such voting rights for at least the previous two years and to each of whom the candidate must have been personally known for at least five years, provided that the applicable Golf Committee shall have the power to reduce these periods in special cases: Where the applicable Golf Committee is considering the exercise of its power to reduce these periods, it shall be entitled but not obliged first to require one or more additional members to second the candidate before considering the application further.

Notwithstanding the above provisions contained in this sub-clause, the applicable Golf Committee shall have the authority to admit to any class of membership, without the necessity of a proposer and seconder, a former Captain of another golf club or any other person whom they in their discretion deem suitable to accept as a member of the Club. This authority shall only be applied in limited and special circumstances.

14.1.2 The sponsors must satisfy at least two members of the applicable Golf Committee of the acceptability of the candidate before the Club's official nomination form is issued for the application. The candidate must also be introduced to at least two members of the applicable Golf Committee, prior to the submission of the completed nomination form to the applicable Golf Committee.

14.1.3 The full name, occupation and address of the candidate, and any other information which the applicable Golf Committee may consider necessary, shall be recorded on the nomination form, which shall be addressed to the General Manager. The nomination form shall be posted at the Club for a period of at least fourteen days,

and thereafter shall be submitted to the applicable Golf Committee, who shall proceed to the election of the candidate by show of hands, or should any applicable Golf Committee member so require, by ballot. Prior to the election of a candidate, any member who may wish to supply information relating to the candidate, may require an interview with at least two members of the applicable Golf Committee to supply such information. Wherever possible, the Captain should be present at such interview.

14.1.4 If two or more members of the applicable Golf Committee record votes against the candidate, their application for membership shall not be accepted and they shall be subject to the provisions of clause 14.3. Every member of the applicable Golf Committee present shall record their vote.

14.2 A member may propose not more than two candidates and second not more than two candidates for membership in any one calendar year.

14.3 No candidate who has been rejected or whose name has been posted on the Club notice board and withdrawn there from, shall be eligible for further nomination until a period of at least twelve months has elapsed.

14.4 A candidate who has been elected will be officially notified thereof and will be sent a copy of this Constitution. He will be required to pay the relative entrance fee and subscription. Thereupon such payment of the entrance fee and subscription shall be taken as acceptance on the part of the member that he is bound by the provisions of this Constitution. Failing payment within one month from the time of the abovementioned notification, the election shall be void unless the failure to pay is explained to the satisfaction of the applicable Golf Committee

15. **Liability of Members**

15.1 Individual members shall not be liable to meet the debts, engagements or commitments of the Club and the liability of the members shall be limited solely to the amounts due by them in respect of entrance and membership fees or other monies payable by them in terms of this Constitution.

16. **Payment of Subscriptions and Fees**

16.1 All subscriptions shall be payable annually in advance on 1st July, but members elected after 31st December in any year shall pay only half the annual subscription for that year. Members whose subscriptions have not yet been paid by 1st July will be required to pay green fees on every occasion on which they play golf until their subscription has been paid.

16.2 The names of members whose subscriptions are unpaid at 31st July in any year may, at the discretion of the Board, be posted at the Club. Interest will be payable on subscriptions not yet paid by 1st August, calculated from 1st July until date of payment, at the prime overdraft rate plus 3 per cent.

16.3 A member whose subscription is not paid within two months of due date in any year shall cease to be a member. The Board shall, however, have the power to reinstate such member on receiving a satisfactory explanation.

16.4 A member whose application from one class of membership to another has been approved will be required to pay, on transfer, any difference between the entrance fees already paid in respect of his former category and those in force at the date of transfer in respect of his later category.

17. **Amount of Subscriptions and Fees**

17.1 The amount of subscriptions, entrance fees, playing fees, and levies shall be as determined by the Board, save that the Board shall not apply any increase or decrease of more than fifteen percent of any such item in each payment category over the period of one membership year. Any increase or decrease exceeding 15% shall be as determined by the members at a general meeting.

17.2 The amount of visitor's fees payable by visitors to the Club shall be fixed by the Board from time to time and shall be displayed on the Club notice board.

17.3 The annual subscription payable by:

17.3.1 a Full Playing, Six-day or Five-day member (as referred to in the Constitution of the Club prior to the amendment agreed on 25 April 2007), who has reached the age of sixty five years and has been a Full Playing, Six-day or Five-day member, or a combination thereof, for at least twenty years shall be reduced by thirty five percent.

17.3.2 (Deleted)

17.3.3 any Full Playing, Six-day or Five-day member (as referred to as aforesaid) who has reached the age of seventy five years shall, on application, be reduced by fifty percent provided that such member is a Five-day member or changes to Five-day membership.

Provided that: any reduction under clause 17.3.1 and 17.3.3 to which a member may be entitled as at 30 June 2007 will be reduced by one-third in each of the three successive financial years of the Club, so that as at and from 1 July 2010, no members will be entitled to any reduction of amounts payable by them to the Club; and

Provided further that all members who were not entitled to any such reduction in the year ending 30 June 2007, will not become entitled to any such reduction in the succeeding financial years, by reason of the cancellation of such reductions as at 30 June 2007.

- 17.4 For as long as any two members are married to one another with the husband enjoying Category 3 or 2 membership and the wife enjoying Category 3 or 2 membership, their aggregate annual subscription shall be reduced by six percent.

18. Resignations

- 18.1 A member may tender his resignation from the Club to the General Manager at any time in writing but members failing to give such written notice prior to the 30th June in any year, shall be liable for the subscription for the current year, unless otherwise decided by the Board in special cases.
- 18.2 A member who resigns and thereafter applies to rejoin the Club may be re-admitted to membership on the following conditions:
- 18.2.1 He or she will be required to pay the difference between the amount of the entrance fee currently applicable at the time of readmission to membership and the entrance fee previously paid to the Club.
- 18.2.2 His or her earlier period of membership of the Club shall not be taken into account in respect of the type of membership applied for at the time of rejoining, unless otherwise decided by the Board in special cases.

19. Suspension and Expulsion

- 19.1 If any act, omission or the conduct of any member either on or beyond the Club precincts be, in the opinion of the relevant Golf Committee, such as to prejudice the character, good order, welfare, or good name of the Club, the relevant Golf Committee shall have the right either to suspend such member from the use of the amenities of the Club for such period as it deems fit, or to request such member to resign from the Club or to terminate the membership of such member.
- 19.2 A member whose membership is terminated, or who is suspended from the use of the Club in terms of clause 19.1 may, on giving at least fourteen days' written notice request the Board to convene a meeting to consider his or her case. At such meeting the Board shall afford such member a reasonable opportunity of disproving, explaining or justifying his or her conduct.

After considering the application made by the member, the Board may:

- 19.2.1 adhere to the period of suspension in terms of clause 19.1; or
- 19.2.2 vary the period of suspension; or
- 19.2.3 reinstate the member; or
- 19.2.4 request the member to resign; or
- 19.2.5 terminate the membership of the member.
- 19.3 If a member who has been requested to resign fails to do so, he or she may be expelled from the Club and the member's current subscriptions shall be forfeited.
- 19.4 Any member of the Club, whether directly concerned or not, shall have the right to appeal to the Board against any decision of a Golf Committee under this clause provided that he or she gives notice in writing of such appeal within fourteen days' of notification of such decision to the member concerned, and provided further that such notice of appeal shall shortly state the grounds of appeal and shall be supported by the signatures of not less than twenty members of the Club entitled to vote in terms of clause 8.1.5, in addition to that of the appellant.
- 19.5 An appeal duly noted in accordance with the foregoing shall, pending the determination of the appeal, have the effect of suspending the operation of the Golf Committee's decree of expulsion; but pending the decision of the appeal the member concerned shall be regarded as suspended from all privileges of membership, and he or she shall not, save for the purpose of attending a Board meeting to which he has been invited and which has been convened to decide his or her appeal, be permitted to enter the Club precincts.

20. Income, Property and Monies of the Club

The income, property and monies of the Club from whatsoever source derived shall be applied solely towards the promotion of the Club's interests and no portion thereof, including profit from the sale of liquor, shall be paid or transferred directly or indirectly by way of dividend, bonus, profit distribution or otherwise to members, provided, however, that nothing herein

contained shall prevent the payment by the Club to any member or person of remuneration and/or expenses for services rendered to the Club. Funds available for investment shall be invested with registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchange Control Act, No. 1 of 1985. The Club shall not have the power to carry on any business other than the provision of social or recreational amenities or facilities for the members of the Club, including, inter alia, ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities, as well as the letting of property on a systematic or regular basis. The Club will however have the letting power to sell advertising opportunities on the Club grounds or buildings.

21. **Property of the Club**

The Club shall have the right to acquire by purchase or otherwise any landed or other property necessary for its purposes and to mortgage land so acquired or earlier acquired, always provided that the sanction of the majority of the members present and entitled to vote at a general meeting be first obtained. The landed or other property acquired by the Club shall vest in the Club.

22. **Body Corporate**

22.1 The Club shall be a corporate body having an existence independent of its members with perpetual succession and all its assets shall be held or registered in the name of the Club.

22.2 The Club will have all the powers it shall require to achieve its objects. Without limiting the generality of such powers, the Club will, inter alia, have the following powers, namely, the power:

22.2.1 to borrow and administer funds in order to carry out its objects;

22.2.2 to invest and re-invest the funds of the Club from time to time upon such security as may be determined.

22.2.3 to institute conduct or defend any legal proceedings by or against the Club or its Office Bearers in matters relating to the Club;

22.2.4 to purchase, acquire, sell, alienate, encumber, mortgage, lease, hire or otherwise deal with any immovable and movable property; and

22.2.5 generally to further and safeguard the interests of the Club and to do all things deemed necessary or expedient for these purposes and the objects of the Club.

23. **Liability of the Club**

No member shall have any right of action against the Club or any damage suffered by him or her through any act, omission or neglect of the Club, the Board, the Committees or any employee, agent or contracting party of the Club. For the purpose of this clause, the term "member" shall include all classes of member described in this Constitution.

24. **Rules of Golf**

Subject to any local rules, the rules of Golf as adopted by the Royal and Ancient Golf Club of St. Andrews shall be the rules of Golf for the Club.

25. **Closing of the Course**

The Men's Golf Committee shall have the right to close the course for any period considered necessary.

26. **Dissolution of the Club**

26.1 The Club shall not be dissolved, wound up or placed in liquidation except at a special general meeting called for the purpose and except by a resolution of at least two-thirds of the members present at such meeting and entitled to vote in terms of clause 8.1.5.

26.2 If at a special general meeting it is resolved that the Club be dissolved, wound up or placed in liquidation, a liquidator shall be appointed at the meeting and instructions given as regards the disposal of property of whatsoever nature remaining after the payment of debts and liabilities of the Club. The remaining assets will be given or transferred to a SARS approved NPO or PBO which is itself exempt from income tax.

27. **Repeal of Previous Constitutional Provisions**

All previously existing constitutional provisions are repealed hereby