



ESTD 1922

DURBAN

Country Club

CONSTITUTION

AS AMENDED BY RESOLUTIONS ADOPTED ON
19 NOVEMBER 2009

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1. **NAME OF THE CLUB**

The name of the Club is DURBAN COUNTRY CLUB.

2. **LEGAL STATUS**

The Club is a juristic person having perpetual succession established for the objects set out in this Constitution.

3. **OBJECTS AND VISION**

3.1 The Club has been formed to fulfill all the objects of a social and outdoor Club, and to do all such things, including the acquisition and disposal of immovable property or any interest therein and carry out such undertakings, as may be necessary or incidental to such objects.

3.2 In pursuit of its objects the Club aspires to be a member driven Club providing its members with world class sports and leisure facilities in a people friendly environment that provides fun and relaxation with family and friends, where people matter and values count.

4. **MEMBERSHIP**

4.1 Any person who subscribes to the values of the Club shall be eligible for membership and may apply to become a member of the Club.

4.2 Membership of the Club shall comprise various classes of members and the persons qualifying to apply for and be members under each of the membership classes are as set out in this clause 4. The classes of membership as set out in this clause 4 will come into effect on 1 January 2007.

4.3 Members who were members of Beachwood Country Club when the two clubs amalgamated shall be deemed to have become members of the Club when they joined Beachwood Country Club.

4.4 **Full Members**

Any person who is 30 years of age and older who has been elected as such and who does not fall into another membership category.

4.5 **Senior Members**

Any person sixty five years of age or over and who has been a member of the Club for 20 years or more; or any person sixty two years of age or over and who has been a member of the Club for at least 25 years or more.

4.6 **Partner Member**

4.6.1 Any person who is married to a member or who satisfies the Board that he or she is in a lifetime relationship akin to marriage with a member.

4.6.2 A Partner member will not be entitled to any of the specific use options provided for in the Code of Conduct.

4.6A **Social Member**

Any person who wishes to utilise the facilities of the Club other than the sporting facilities.

4.7 **Associate Members**

Any person who is 21 years of age and older, but under the age of 30 years, and who has been admitted as an Associate member by the Board.

4.8.1 If the person applying for Junior Membership is not a child, step-child, grand-child or ward of a member, the Board may impose such additional conditions to membership and the application for such membership as it considers appropriate.

4.8.2 A Junior Member whose subscriptions have been paid shall be deemed to be a Junior Member for the whole of that year.

4.8 **Junior Members**

4.8.1 Any person who is under the age of 8 years, but under the age of 21 years, and who has been admitted as a Junior Member by the Board.

4.8.2 If the person applying for Junior Membership is not a child, step-child, grand-child or ward of a member, the Board may impose such additional conditions to membership and the application for such membership as it considers appropriate.

4.8.3 A Junior Member whose subscriptions have been paid shall be deemed to be a Junior Member for the whole of that year.

4.9 **Life members**

All members who were admitted as life members prior to 4 March 1963, and those members who have completed 50 years of membership as Full, Associate Special Members and/or Senior members. For the purposes of determining whether a person has completed 50 years of membership, periods of ordinary membership, student membership and senior membership as applied prior to the date on which this Constitution came into effect shall be considered to be Full, Associate and Senior membership in terms of this Constitution, as the case may be.

4.10 **Country members**

Any person who is not ordinarily resident, nor ordinarily employed, nor carries on business or practice, within a radius of 64 kilometres of the Durban City Hall, may apply to be a country member.

4.11 **Absentee members**

A member who no longer resides within the borders of the countries comprising the Southern African Development Community may apply to be an absentee member. A person shall be deemed to be residing within the borders of such countries if such member is physically present within those borders for a period or periods which together in any one calendar year exceed a period of 90 days.

4.12 **Honorary members**

4.12.1 Any of the following persons may be admitted as honorary members by the Board:-

4.12.1.1 persons engaged in any match, competition or tournament

held at the Club;

- 4.12.1.2 a member of a committee or official of the sports associations to which the Club is affiliated, whilst such committee member or official is at the Club on official business;
 - 4.12.1.3 presidents and captains of similar Clubs who have introduced themselves to the Chief Executive Officer;
 - 4.12.1.4 persons who are considered by the Board by reason of their office or position or otherwise to be appropriate to be admitted as Honorary Members.
- 4.12.2 Honorary membership shall be for such period as the Board may determine and may be cancelled at any time by the Board.

4.13 **Honorary Life Members**

Members or other persons who have, for services rendered to the Club, been elected as such by a three-fourths majority at a General Meeting of members.

4.14 **Temporary members**

- 4.14.1 Any person who is a visitor to Durban may be admitted by the Chief Executive Officer as a temporary member upon introduction in writing by a member.
- 4.14.2 Temporary membership shall be for such period as the Board may determine and may be cancelled at any time by the Board.

4.15 **Special members**

- 4.15.1 Those members who have applied for special membership at a reduced subscription rate to be determined by the Board for reasons appearing sufficient; provided that the Board shall not consider any application unless the applicant has been a member for not less than twenty-five (25) years.
- 4.15.2 Those members who were classified as 3XI (b) members at the date on which the membership classes provided for in this Constitution

come into effect shall continue to enjoy the rights and privileges accorded to them on that date.

4.16 **Corporate members**

Those persons admitted as such in terms of the Code of Conduct.

5. **USE OF THE CLUB FACILITIES BY MEMBERS**

5.1 The use of the Club facilities by the members shall be regulated by the Code of Conduct.

5.2 The Code of Conduct may create different conditions and codes of conduct for different classes of members, different ages of Child and Junior members and for the use of the different facilities provided by the Club.

6. **APPLICATIONS FOR MEMBERSHIP**

6.1 The Board shall establish a membership sub-committee ("***the membership committee***"), to which will be delegated all powers and obligations with respect to applications for and approval of membership. The Constitution of the Membership Committee and its procedures shall be determined by the Board and be contained in the Code of Conduct.

6.2 Applications for admission to membership of the Club shall be submitted in such form as may be decided by the membership committee from time to time.

6.3 All applicants for membership must be proposed by one member and seconded by another, both of whom must be members of at least three years' standing and entitled to vote at a General Meeting. The candidate must be personally known to the proposer and seconder.

6.4 No member may propose and/or second more than six candidates during any one calendar year.

6.5 An application for Child or Junior Membership must be countersigned by a parent, guardian, grandparent, step-parent or



sponsor of the applicant who will, by signing the application, accept responsibility for the conduct of and liability for any debts to the Club incurred by the Child or Junior Member.

- 6.6 Each application must be accompanied by the payment of a deposit determined by the Board. The deposit is not refundable unless the Membership Committee authorises a refund because of special circumstances.
- 6.7 At the end of the month in which an application for full membership is received, a list showing the applications received during the month and such particulars as the Board may decide, shall be posted on the Club notice board and such list shall remain on display for a period of 30 days.
- 6.8 Applications for full membership may be considered by the Membership Committee at any time after the expiry of the 30 day period in clause 6.7. The Membership Committee may consider applications in such order and at such times as they consider fit and they may give precedence to applications received from the relatives of members.
- 6.9 At any time before the meeting at which an application is considered by the Membership Committee any member of the Club may object to any application for membership by conveying the objection in writing to a member of the Board or the membership committee.
- 6.10 The Board or the Membership Committee, as the case may be, may accept or reject an application without giving any reason.
- 6.11 The Membership Committee may give provisional approval to an application which has been displayed on the notice board in the monthly list referred to in clause 6.7, and such provisional approval will entitle the applicant to use of the Club's facilities until the applicant's application is considered.
- 6.12 Subject to clause 6.13, an applicant for membership shall be duly accepted as a member if he receives the votes of a majority of those members of the Membership Committee who are present at the meeting at which his or her application is considered.
- 6.13 If a decision of the Membership Committee to accept or reject an



application is not unanimous, any member of the Membership Committee may require that the decision of the Membership Committee be referred to the Board, in which event the decision of the Membership Committee shall be suspended pending the outcome of the referral to the Board which shall have the right to either confirm the decision of the membership committee or to substitute a different decision.

- 6.14 An applicant for membership whose application has been refused, shall not be eligible to be proposed for membership again until a period of 12 months has expired from the date of such refusal.
- 6.15 A new member who fails to pay the amount due in respect of the entrance fee and annual subscription within a period of 30 days of the date of the Chief Executive Officer's letter requesting payment shall cease to be a member.
- 6.16 The proposer and seconder of each applicant shall be jointly and severally liable for the entrance fee and first annual subscription of the applicant whom they have proposed and seconded, notwithstanding that his or her membership may have ceased due to non-payment in terms of clause 6.15.
- 6.17 Notwithstanding anything to the contrary in this clause 6, the Board and the Membership Committee shall be entitled to receive applications for full membership that are not proposed or seconded, and such applicant may be provisionally approved in terms of clause 6.11, provided that prior to formal acceptance in terms of clause 6.12, the application is proposed and seconded as is required by clause 6.3.

7. CHANGE TO CLASS OF MEMBERSHIP

A member may on written application to the Membership Committee change his or her membership to another class of membership for which he or she is eligible.

8. ENTRANCE FEES

- 8.1 The entrance fees and terms of payment for the various classes of members shall be determined by the Board from time to time.
- 8.2 No entrance fees shall be payable by temporary members, honorary members or honorary life members.
- 8.3 A member changing membership to a class of membership which has a higher entrance fee than the entrance fee/s paid by the member to that date, shall be obliged to pay the difference between the entrance fees payable at that time for the relevant categories.

9. SUBSCRIPTIONS

- 9.1 The annual subscriptions payable by members shall be fixed by the Board from time to time.
- 9.2 The Board shall publish any increase or reduction in the annual subscription by not later than the last day of November in the year preceding the year in which the increase or reduction is to take effect.
- 9.3 Any 100 or more members eligible to vote who are dissatisfied with a decision of the Board to increase or reduce subscriptions may call a Special General Meeting of the members in which event the subscription shall be the subscription determined by the members at such General Meeting.
- 9.4 Different subscriptions may be fixed for different classes of members and/or the use of different facilities provided by the Club.
- 9.5 Subject to clause 9.6, the annual subscription shall be due and payable on the 1st day of January of each year.
- 9.6 A member who before the 16th January in the year in respect of which the subscriptions are payable establishes a bank debit order to the satisfaction of the Chief Executive Officer may pay the annual subscription in six equal monthly installments together with interest thereon from the 1st day of January calculated at the prime overdraft rate of interest published by the Club's bankers from time to time. If



the member defaults in any one payment, the whole unpaid balance of the subscription shall immediately become due and payable.

- 9.7 The subscription payable by a member who is elected during the year shall be reduced proportionately by the number of complete months expired before that person became a member. Payment shall be made forthwith upon the member being informed of the amount payable.
- 9.8 A member who does not give notice to the Club before the 31st December in any year of his or her resignation shall be liable for the full amount of the following year's subscription, provided that the Board may decide otherwise in its sole discretion.
- 9.9 If a member transfers membership from one class of membership to another during the course of a calendar year and the subscription for the class of membership to which the member is transferred is more than the subscription of the class from which he has transferred, the member shall be obliged to pay the difference between the subscription payable for the new class of membership and that payable for the old class of membership, appropriately pro rated for the periods of the year that the member has been in the different classes of membership.
- 9.10 If a member transfers membership from one class of membership to another during the course of a calendar year and the subscription for the class of membership to which the member is transferred is less than the subscription of the class from which he has transferred, no adjustment will be made and no refund will be given, unless the Board in its sole discretion decides otherwise.

10. **DEFAULTERS**

- 10.1 The Board shall from time to time fix an amount called "the minimum amount" below which the provisions of this clause 10 shall not apply.
- 10.2 If a member fails to discharge a debt owed to the Club which:-
- 10.2.1 is greater than the minimum amount; and
- 10.2.2 has been due and payable for a period of sixty days or more; and

10.2.3 remains unpaid after the expiry of a period of 14 days from the date of a written notice sent to the member requesting payment of the amount owed and drawing attention to this clause;

that person's membership of the Club will terminate automatically and a letter confirming the termination of membership shall be posted by registered post to the last known address of that person.

10.3 The Board may in its discretion reinstate as a member a person whose membership has been terminated if that person accepts the terms imposed by the Board as a condition for reinstatement.

10.4 If a member fails to pay an account for any amount due to the Club within 30 days after the date endorsed upon the account, such member shall be liable to pay interest on such liability at the Club's banker's published prime overdraft rate from time to time plus 3%, from the date endorsed upon such account to date of payment, both days inclusive.

11. GOVERNANCE OF THE CLUB

11.1 The governance of the Club and the formulation of policy shall be vested in a Board of Governors ("**the Board**"), who shall be subject to the control of the members in General Meeting.

11.2 The Board shall consist of:-

11.2.1 six elected members of at least five years' standing who are either full, senior or life members;

11.2.2 up to two appointed Club members; and

11.2.3 the Chief Executive Officer appointed in terms of clause 15.

11.2.4 the Golf Captain of the Club.

11.3 Only members who are eligible to be appointed as a director of a company in terms of the laws of South Africa are eligible to be elected, appointed or co-opted to the Board.

- 11.4 The Board members to be elected in terms of clause 11.2.1 shall be elected at the Annual General Meeting in each year in accordance with the provisions of clause 12, and the retiring members shall be eligible for re-election, if so nominated in terms of clause 12.
- 11.5 The first 6 (six) elected Board members will be elected in accordance with the provisions of clause 12 at the Special General Meeting at which this Constitution is adopted.
- 11.6 At the Board's first meeting after the Annual General Meeting the elected Board Members and the Chief Executive Officer shall by a majority decision first elect a Chairman, appoint the Golf Captain of the Club referred to in clause 11.2.4, and then may appoint the appointed members of the Board referred to in clause 11.2.3.
- ~~11.7~~ Deleted – resolution dated 25 October 2007.
- 11.8 The term of office of the elected Board members shall be a period of 2 years, commencing at the end of the Annual General Meeting at which they are elected and continuing until the end of the second Annual General Meeting held thereafter.
- 11.9 The term of office of the appointed Board members and co-opted Board members shall commence on the day of appointment and continue until the end of the next Annual General Meeting held thereafter. Appointed and co-opted Board members may be appointed for more than one term of office and there will be no limit to the number of terms an appointed or a co-opted Board member may serve on the Board.
- 11.10 If a Board member ceases to be eligible to be elected, appointed or co-opted to the Board for any reason, such member shall cease to be a member of the Board.
- 11.11 If an elected or appointed or co-opted Board member ceases to be a Board member before the expiry of his or her term of office, the remaining Board members may co-opt a member to fill such vacancy for the remainder of the term of office of such Board member.



11.12 The Board shall, at its first meeting after each Annual General Meeting elect a Chairman. The Chairman shall hold office until the end of the next Annual General Meeting. A person may not hold office as Chairman for more than 5 years.

12. NOMINATIONS FOR, ELECTION AND REMOVAL OF THE BOARD

12.1 Nominations for the Board must be signed by two members and the nominee himself/ herself, and a brief CV of the nominee (limited to a maximum of 75 words) and must be delivered to the Club for the attention of the Chief Executive Officer by midday on the first business day in March each year.

12.2 The name of each person nominated and their CV shall be posted upon the Club notice boards as soon as possible after receipt of the nomination and shall be published in the notice of the Annual General Meeting delivered to members in terms of clause 17 below.

12.3 If the number of nominations exceeds the number of Board members to be elected, a vote shall be taken in accordance with the provisions of clause 23. That number of nominees receiving the largest number of votes as is equal to the number of Board members to be elected, shall be duly elected as members of the Board.

12.4 If the number of nominations is equal to the number of Board members to be elected, the chairman of the meeting shall declare those nominated to be elected, while if the number of nominations is less than the number of Board members to be elected, the chairman of the meeting shall declare those nominated to be elected and the Board shall as soon as possible thereafter approach and co-opt a sufficient number of eligible and suitable members to fill the vacancies.

12.5 A Board member may be removed from office by resolution of the members at a General Meeting of the members of the Club. A vote on such resolution will be in accordance with the provisions of clause 23.

13. POWERS OF THE BOARD

- 13.1 The Board shall have the power and authority to do any act, matter or thing which a natural person of full legal capacity is entitled to do, excepting such matters as are in this Constitution specially excluded or reserved to be dealt with at a General Meeting, such powers always being subject to whatever restrictions of such powers as are contained in this Constitution.
- 13.2 The Board shall, without limiting the powers under clause 13.1, have the powers specified elsewhere in this Constitution as well as the following specific powers and duties:
- 13.2.1 to appoint, monitor the performance of, suspend and discharge a Chief Executive Officer who shall be responsible for exercising leadership and general management over the affairs of the Club as specifically provided for in clause 15, and who shall report to and be responsible to the Board;
- 13.2.2 to appoint, suspend and discharge all other employees of the Club;
- 13.2.3 to fix the remuneration and terms of employment of the Chief Executive Officer and the other employees of the Club;
- 13.2.4 to receive, consider and approve the budget of the Club;
- 13.2.5 to act notwithstanding any vacancy or vacancies in the Board, provided the quorum provided for shall be present at all meetings;
- 13.2.6 to make, vary or repeal a Code of Conduct for the carrying out of the provisions of this Constitution, for the management of the affairs of, and the use of the premises, facilities and amenities of the Club by the members and generally for all matters connected with the Club, provided that such Code of Conduct does not conflict with this Constitution;
- 13.2.7 to determine from time to time the entrance fees, subscriptions, green fees, and charges for the use of the Club's facilities, subject to the other provisions of this Constitution;

- 13.2.8 to open and operate bank accounts;
- 13.2.9 to direct and provide for the receipt, custody, employment, management, remittance and expenditure of monies, and funds of the Club;
- 13.2.10 to carry out and give effect to all resolutions of the members in 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 form as the Board may in its discretion think fit;
- 13.2.11 to appoint (including the right of appointment and co-opting of members who are not members of the Board), dismiss and regulate the procedure of sub-committees and to delegate any of the powers of the Board to such sub-committees, with or without the power of further delegation;
- 13.2.12 to expel, or suspend for such period as the Board thinks fit, any member guilty, in its opinion, of a contravention of any provision of this Constitution or the Code of Conduct, or conduct which in the opinion of the Board is intended to be prejudicial to the interests or reputation of the Club;
- 13.2.13 to settle any matter in dispute which has been submitted to the Board in writing;
- 13.2.14 to prevent any member who is in arrears with any payments due in terms of this Constitution or any provision in the Code of Conduct from incurring further liability to the Club;
- 13.2.15 to remove from the membership roll the name of any member who has ceased to be a member of the Club for any reason;
- 13.2.16 to invite persons fulfilling the criteria in clause 4.12 to become honorary members of the Club, without payment of subscription, for such period or periods as it may determine;
- 13.2.17 to determine conditions for the admission of members;
- 13.2.18 to admit as members any person eligible to be a member of the Club;

- 13.2.19 to determine the terms and conditions upon which visitors may be admitted to the Club, and all matters connected therewith;
- 13.2.20 to enter into agreements with and arrange reciprocity with other Clubs upon such terms as the Board may think fit;
- 13.2.21 to pay any interest on debentures issued by the Club and also to repay the capital of any such debentures, when, in its opinion, the finances of the Club permit of such payments;
- 13.2.22 to purchase on behalf of the Club any debentures issued by the Club;
- 13.2.23 to determine whether and to what extent and at what times and places and under what conditions the accounts and books of the Club or any of them shall be open to the inspection of members, and no member shall have the right to inspect any account or book or document of the Club except as conferred by this Constitution, the Code of Conduct or authorised by the Board or by a resolution of the Club in General Meeting;
- 13.2.24 to resolve any doubt or dispute as to the proper interpretation of any elements of this Constitution and the Club's Code of Conduct;
- 13.2.25 to delegate any of its powers, with or without the further right of delegation, to the Chief Executive Officer or any other employee of the Club.

14. **BOARD MEETINGS**

- 14.1 The Board shall meet as often as it considers necessary, but at least quarterly, and cause to be kept proper minutes of its meetings.
- 14.2 Such period of notice as the Board decides from time to time shall be given to all members of the Board of all meetings of the Board.
- 14.3 The Chief Executive Officer, on the instructions of the Chairman, or on a written request from at least two members of the Board, shall convene a Board meeting.



- 14.4 At all meetings of the Board, five members of the Board present in person shall form a quorum.
- 14.5 The chairman of the Board, whom failing, a member of the Board appointed by the meeting shall take the chair at all Board meetings.
- 14.6 All resolutions of the Board shall be by majority vote on a show of hands.
- 14.7 Notwithstanding anything to the contrary, a resolution signed by all of the Board members shall constitute a resolution of the Board notwithstanding that no formal meeting of the Board has been convened or held.
- 14.8 The chairman of the meeting shall have a casting vote as well as a deliberative vote.

15. **CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer shall be the manager of the Club. He shall exercise leadership and general management and supervision over the affairs of the Club and shall be a member of all of its committees. The Board may from time to time delegate to the Chief Executive Officer (with or without the right to further delegate) such of the powers and authorities vested in them as they may think fit and may from time to time revoke or vary all or any of such powers and authorities.

16. **ANNUAL AND OTHER GENERAL MEETINGS**

An Annual General Meeting shall be held not later than the last day of April each year for the purpose of receiving the report of the outgoing Board and the annual balance sheet and accounts; of transacting any special business of which due notice has been given; of electing the Board for the ensuing year; and discussing generally the affairs of the Club. Any General Meeting other than the Annual General Meeting shall be considered to be a Special General Meeting.

17. **NOTICE OF ANNUAL GENERAL MEETINGS**

Notice of the Annual General Meeting and of the business to be transacted thereat shall be sent to members eligible to vote, at least 21 days before the date of such meeting, and shall call the attention of



members to the provisions of clause 12 dealing with nominations for the Board. There shall also be sent with such notice a copy of the documents referred to in clause 16.

18. **CALLING OF GENERAL MEETINGS**

The Board may at any time call a General Meeting, and the Board must do so upon a requisition signed by any 100 members who are entitled to vote at a General Meeting of the Club, specifying the object for which such meeting is required. The notice of such meeting issued to members shall specify the purpose for which such meeting is called and, save that the Board may bring forward any business which it may consider urgently requires decisions by the members, no business other than that so specified may be transacted at such a meeting.

19. **NOTICE OF GENERAL MEETINGS**

Notice of a General Meeting shall be sent to all members eligible to vote at least 14 days before the date of such meeting; provided, however, that the Board may call such a meeting upon shorter notice in the event of any urgent matter arising which requires a decision of members.

20. **QUORUM FOR GENERAL MEETINGS**

Fifty (50) members entitled to vote present in person or by proxy at a General Meeting shall be a quorum for every General Meeting save for a General Meeting requisitioned by members in terms of clause 18, for which a quorum will be one hundred (100) members entitled to vote who are present in person or by proxy. Should a quorum not be present at any General Meeting within 15 minutes after the time notified for the meeting, such meeting shall stand adjourned for 14 days and notice of the time and date of such adjourned meeting shall be posted in the Club house. The members present at such adjourned meeting shall be a quorum.

21. **BUSINESS AT ANNUAL GENERAL MEETINGS**

The business to be transacted at the Annual General Meetings shall be:

- 21.1 to confirm the Minutes of the previous General or Annual General Meetings;

- 21.2 to receive the report of the Board on the affairs of the Club;
- 21.3 to receive the Audited Financial Statements for the preceding year;
- 21.4 to elect the Board for the ensuing year;
- 21.5 to elect Honorary Life Members, if any, recommended by the Board, of which notice has been given;
- 21.6 to appoint an auditor, as provided for in clause 28;
- 21.7 to consider any resolutions concerning the affairs of the Club, of which written notice, signed by not less than 100 members entitled to vote at such meeting, has been given to the Club, for the attention of the CEO by not later than midday on the first business day in March each year;
- 21.8 to consider any business concerning the affairs of the Club that the Board wishes to deal with.

22. CHAIRMAN AT GENERAL MEETINGS

The chairman of the Board, whom failing, a member of the Board appointed by the meeting shall take the chair at all General Meetings. If none of the foregoing is present and willing to preside, the members present shall choose one of their number to be chairman.

23. VOTING AT GENERAL MEETINGS

- 23.1 Only full, senior, associate, life, social partner, absentee, country, honorary life and special members who are in good standing shall be entitled to vote on any matter or resolution submitted to the members at a General Meeting.
- 23.2 All matters and resolutions submitted to the members at a General Meeting shall be decided by a majority vote save for a resolution in terms of clauses 39 or 40.
- 23.3 All voting on any matter or resolution at a General Meeting shall be by way of both a postal vote (as provided for in clauses 23.4, 23.5 and 23.6) and a show of hands of those members present in person or by proxy at the meeting, provided that in respect of the voting at



the General Meeting a poll may be demanded by any five members present and shall be taken at once whereupon voting shall be by way of a postal vote and votes given both in person and by proxy.

- 23.4 A postal vote shall be undertaken as follows:
 - 23.4.1 a voting slip and a marked envelope shall be posted to all members save for those members who have previously advised the Club that they wish to vote electronically, in which event a voting slip shall be sent by electronic mail (email) to such members;
 - 23.4.2 All voting slips, duly completed, shall be (in the case of postal votes) posted to or delivered to the Club or (in the case of e-mail) e-mailed to the Club. Not more than one postal voting slip may be included in any envelope posted and no one may deliver more than one postal vote. Any failure to comply with the provisions hereof shall result in all such voting slips submitted in breach being disallowed;
 - 23.4.3 Only voting slips returned prior to the voting date, stipulated by the Board, shall be counted;
 - 23.4.4 the unopened postal votes and copies of the email voting slips shall be delivered to the Club's auditors who shall then count them and provide the Chief Executive Officer in writing with the results of the postal vote;
 - 23.4.5 the Club's auditor's decision shall be final and binding.
- 23.5 Before voting on a motion takes place at a meeting the chairman shall announce the number of postal votes cast for and against the adoption of the resolution and the abstentions and spoilt votes. Thereafter a vote shall be conducted at the meeting.
- 23.6 The Board shall take whatever steps it considers necessary to ensure that no member is able to vote more than once, provided that if any member does vote more than once on any resolution, the resolution passed will not automatically be invalid.
- 23.7 The votes cast by way of the postal vote and the votes cast at the meeting shall be added together to determine the outcome of the



vote.

- 23.8 In the event of there being an equality of votes the chairman of the meeting shall have a casting vote in addition to his or her deliberative vote.

24. **PROXIES**

- 24.1 A member entitled to attend, speak and vote at any annual or General Meeting of the Club may appoint another member of good standing as his or her proxy to speak and on a poll, vote on his or her behalf at any such meeting. The instrument appointing a proxy shall be in writing and signed by the appointer and be delivered to the Club by no later than forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote; and in default the instrument of proxy shall not be treated as valid. In determining the period of forty-eight hours, Saturdays, Sundays and public holidays shall not be taken into account.
- 24.2 A member may not appoint more than one proxy to attend a General Meeting.
- 24.3 A proxy shall only be for a specified meeting and any meeting as a result of the adjournment thereof.
- 24.4 Every instrument of proxy shall be in the form or to the effect determined by the Board from time to time and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting.
- 24.5 Any member present and entitled to vote, as a member or as proxy, shall have only one vote on a vote by a show of hands, irrespective of the number of members he represents by proxy.
- 24.6 No person shall be entitled to exercise more than three proxy votes on any poll.

25. **REVERSAL OF DECISIONS AT GENERAL MEETINGS**

No resolution adopted at a General Meeting shall be reversed by a resolution adopted within the succeeding period of 12 months unless that



resolution is passed by a three quarter majority; provided however, that the decision of any General Meeting upon any appeal lodged in terms of clause 35 shall be final and cannot be reversed at any subsequent meeting.

26. **TRUSTEES**

Deleted – resolution dated 25 October 2007.

27. **FINANCIAL RECORDS AND STATEMENTS**

- 27.1 The Board shall cause full and true records to be kept of the whole of the assets, liabilities, receipts and expenditure of the Club.
- 27.2 At the Annual General Meeting in every year the Board shall place before the members financial statements for the past year, and a balance sheet, duly audited and signed by the chairman and Chief Executive Officer, and certified by the auditor showing the financial position of the Club at the 31st day of December last past, and a report by the Board.

28. **AUDITOR AND AUDIT**

- 28.1 An auditor or auditors may be elected at the Annual General Meeting in each year, whose duty it shall be to audit the Club's records. If at any Annual General Meeting no auditor is elected, the previous auditor shall continue in office as if re-elected. Any casual vacancy in the office of Auditor shall be filled by the Board. No member of the Board may be elected as auditor, but a firm of auditors of whom a member of the Board is a partner or director may be so appointed. The remuneration of the auditor shall be determined by the Board.
- 28.2 The auditor shall have all the usual powers and authorities of an auditor and in particular shall at all reasonable times have access to the books and records of the Club, and may in relation thereto have the right to question the Board, officials or employees of the Club in connection with the books and records.

29. **BORROWING POWERS**

The Board of the Club is authorised to borrow up to such amount as is approved by the members in General Meeting from time to time upon such terms, conditions and security as may by such resolution be determined, failing which on such terms, conditions and security as may by resolution be determined by the Board. The notice convening any meeting shall set out the amount proposed to be borrowed, the purpose for which it is required and the terms and conditions of the borrowings.

30. **PROFIT**

No profit derived from any source by the Club shall accrue to any member.

31. **LIMITATION OF LIABILITY**

- 31.1 The liability of any member shall be limited to the amount owed by the member to the Club.
- 31.2 The Club shall have no liability to any member or his or her guests in respect of any loss or damage of any nature whatsoever, including without limitation in respect of any property which may be lost, damaged or stolen on or from the Club premises or in relation to the death of or injury to any person.

32. **ADDRESSES OF MEMBERS**

All members shall communicate their addresses from time to time to the Chief Executive Officer in writing and a pre-paid registered letter addressed to any member at his or her last known address shall be deemed to have been received by him on the date of posting.

33. **RESIGNATION OF MEMBERSHIP AND REINSTATEMENT**

- 33.1 A member may resign his or her membership of the Club by giving notice in writing to the Board.
- 33.2 Notwithstanding resignation as a member, the member shall remain liable for all amounts owing and due by such member, including without limitation his or her subscription to the last day of the year during which his or her resignation is received.



- 33.3 The Board shall have the power to reinstate, on such condition as it may think fit, a member who has resigned and who has applied to be reinstated.

34. **MISCONDUCT OF MEMBERS**

Should any member in the opinion of the Board, commit any material breach of this Constitution, or the Code of Conduct of the Club, or be guilty of improper, dishonest or unworthy conduct, or fail to make any payments of monies due to the Club on due date, or be guilty of conduct unbecoming or prejudicial to the interests of the Club, whether within the Club's premises or outside them, the Board shall have the power:

- 34.1 to expel such member;
- 34.2 to deprive such member of any or all the rights and advantages of his or her membership during such time or period as the Board in its absolute discretion may deem fit and advisable;
- 34.3 to call upon such member in writing through the Chief Executive Officer to resign, and if he or she fails to resign, within 30 (thirty) days of the date of such request, to expel such member;
- 34.4 to call upon such member to appear before the Board and there explain his or her conduct and should such member fail to appear when called upon, to expel or otherwise deal with such member as is provided for in this Constitution.

35. **RIGHT OF APPEAL**

- 35.1 Any member who is a party to any dispute determined by the Board as provided for in clause 13.2.13, or who is expelled or called upon to resign by the Board, shall have the right to appeal against the Board's decision to a General Meeting of members by giving notice to that effect to the Board within 3 (three) months of its decision.
- 35.2 Such General Meeting shall be convened without delay after the member concerned has notified in writing his or her desire to appeal and has deposited with the Chief Executive Officer a sum of money which, in the opinion of the Board, would be sufficient to cover all reasonable expenses which would be incurred in convening and holding the General Meeting.

- 35.3 Only in the event of the member's appeal proving successful shall the deposit be refunded.
- 35.4 Where a member has been expelled or called upon to resign and an appeal has been lodged in accordance with clauses 35.1 and 35.2, the Board's decision shall remain in abeyance, but the member concerned shall, from the date of such decision until the decision of the General Meeting be obtained, be precluded from all privileges of membership.

36. **INTERPRETATION OF THIS CONSTITUTION AND THE CODE OF CONDUCT**

The interpretation of the Board in respect of the meaning of any provision of this Constitution or any provision of the Code of Conduct of the Club shall be final and binding upon members.

37. **LEGAL ACTION BY AND AGAINST THE CLUB**

The Club may sue and be sued in any court of law in the name of the Club.

38. **INDEMNITY**

Members of the Board, and officials of the Club shall not be liable for anything done or omitted to be done in the exercise of their duty or supposed duty unless it was due to their own neglect or willful default and they shall be indemnified by the Club and held harmless for any claim made against them or any loss, damage or liability they may suffer as a result of such exercise unless that liability arose from such willful neglect or default.

39. **WINDING-UP**

- 39.1 The Club may be wound-up by the resolution of not less than three-fourths of the postal votes and votes of the members present in person or by proxy at a General Meeting of the Club.
- 39.2 The members in General Meeting shall appoint liquidators who, after the satisfaction of all liabilities, shall, subject to the direction of members be obliged to give or transfer its remaining assets to other



Clubs, societies or associations with objects similar to those of the Club.

40. **ALTERATION OF THIS CONSTITUTION**

This Constitution may be altered by the resolution of not less than three-fourths of the postal votes and votes of the members present in person or by proxy at a General Meeting of the Club.