

BELLVILLE

GOLF CLUB

CONSTITUTION

Amendments incorporated up to
AGM of 11 March 2009

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CONSTITUTION: BELLVILLE GOLF CLUB

1. **NAME**

The name of the institution is **BELLVILLE GOLF CLUB**, hereafter referred to as the “**CLUB**”

2. **DEFINITION**

In all cases where the word CLUB is used in the rules it shall, unless inconsistent with the context, include the Club House, equipment and grounds, and the term MEMBER shall apply to both Ladies and Gentlemen and the singular includes the plural and the plural includes the singular.

3. **OBJECT**

3.1 The principal object of the CLUB is to provide social and recreational amenities and facilities for the members of the CLUB in a non-profit manner. Additional objects include:

3.2 to lease or to purchase property suitable for the general purposes of the CLUB; and to confirm and to renew on the same terms, or such other terms as may be agreed upon;

3.3 selling liquor, mineral and aerated water, cigars, cigarettes, tobacco and other articles and commodities as are usually and customarily dealt in by a Sports Club holding a Club Liquor License, provided that all the income or profit from the sale of these commodities shall be for the sole benefit of the CLUB and shall not accrue to any individual.

(Amended AGM 12 March 2008)

4. **CORPORATE EXISTENCE**

The CLUB shall be a Body Corporate, independent of its members, the legal owner of its property, investments and funds, and shall act in its own name as plaintiff or defendant in legal cases, acquire and alienate property, conclude contracts and handle all its business in general.

5. **ACTIVITIES**

The activities of the CLUB will be carried on in a non-profit manner.

The property and income of the CLUB, received from whichever source, shall be applied solely for the advancement of objects of the CLUB as set out in the

Constitution, and no property or surplus funds shall be paid or transferred in any way, directly or indirectly to any person during the existence of the CLUB, on the understanding, however, that nothing herein contained prohibits the CLUB to compensate in good faith any official employee or any member of the CLUB for actual services rendered to the CLUB. The CLUB will, however, not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor will any remuneration be determined as a percentage of any amounts received or accrued to the CLUB. *This shall not disallow a bona fide bonus or incentive to improve productivity of employees.*

(Amended AGM 12 March 2008)

6. **MEMBERSHIP**

All members of the CLUB are entitled to annual or seasonal membership. The duration and privileges applicable to each category of membership will however vary, *taking also into account those members classified as honorary members and lifelong members.*

(Amended AGM 12 March 2008)

- 6.1 Membership of the CLUB shall consist of the following categories of members:
- 6.2 Ordinary members;
- 6.3 Pension members;
- 6.4 Five-day members;
- 6.5 Members under the age of 25;
- 6.6 Junior members;
- 6.7 Student members;
- 6.8 Country members;
- 6.9 Lady members;
- 6.10 Non-playing members;
- 6.11 Temporary members;
- 6.12 Restaurant members;
- 6.13 Honorary members;
- 6.14 Honorary members (Ex Officio);
- 6.15 Lifelong members. (Special General Meeting – 23rd October 1996)

6.16 Pro Range Bellville Members

6.17 More Golf “Non Full” Club Membership

(Amended AGM 11 March 2009)

6.2 **Ordinary Members**

Only persons 21 years of age and older qualify for election as Ordinary Members as hereinafter set out. Such members shall be entitled to all privileges of the CLUB on payment of the necessary fees. The number of Ordinary Members shall not be less than 35 (thirty five).

6.3 **Pension Members**

6.3.1 Ordinary members, **lady members (not full members), five-day members** who are older than 60 years, as defined in paragraph 6.2, **6.4 and 6.9 supra**, and who has been a member of the Bellville Golf Club for at least 5 (FIVE) years.

6.3.2 Ordinary members, as defined in paragraph 6.2, **6.4 and 6.9 supra**, who are older than 60 years and who have been a full member of **any other** golf clubs for at least 10 (ten) **consecutive** years.

(Amended AGM 11 March 2009)

(Amendment – March 1999. Deleted from 6.3.1 and 6.3.2 the reference to a bona fide pensioner or the reference to that such a person has not accepted any other employment after retirement.)

6.3.3 current pensioners retain their full privileges.

6.3.4 50% (fifty percent) of ordinary members fees shall be payable by pension members. (Included 1992 Annual General Meeting)

6.3.5 Pensioner members cannot exceed 15% of the full membership of the Club. This stipulation is not applicable to members of the Club if membership exceeds 15%.(6.3.5 added 4th March 1996)

6.4 **Five-day Members**

Such members shall be entitled to use all CLUB facilities but shall not be allowed to participate in official CLUB competitions during weekends except by permission of the committee in which case visitors’ fees are payable.

(The words “during weekends” inserted – Annual General Meeting 1990)

6.5 **Members under the Age of 25**

Such members have not turned 25 (twenty five) years of age at the time of application for membership and shall not attain that age 6 (six) months from application date.

6.6 **Junior Members**

Only persons under the age of 19 (nineteen) years on April 3rd of the relevant year shall be admitted as Junior Member. Such members shall be entitled to the use of the CLUB facilities subject to such conditions as the committee may stipulate from time to time, and under supervision. Junior Members may not be self-supporting.

6.7 **Student Members**

Only a person who is a full-time bona fide student or scholar on January 1st of the relevant year or at the date of application, shall be admitted as a Student Member and shall be entitled, mutates mutandis, to the benefits and be subject to the conditions applicable to five-day members. It rests entirely with the Committee to decide whether an applicant is a bona fide student or scholar or not. For any person doing compulsory military training and/or active service for a period not less than 9 (nine) months as from January 1st of the year of application.

(Proposed amendment – insertion of “five day” before the word members – Annual General Meeting 1990).

6.8 **Country Members**

To be eligible as a Country Member, an applicant must reside outside a radius of 60 (sixty) kilometers from the Club House and must be an enfranchised member of an affiliated golf club. Such member is entitled to the use of the CLUB facilities, subject to the conditions laid down by the Committee.

6.9 **Lady Members**

Lady Members shall either be Ordinary Members as set out in clause 6.2 or lady members who shall not have the right to vote at an Annual General Meeting or any Special General Meeting as referred to in clause 6.1. These members shall form the Ladies' Section, shall elect its own committee and shall operate always in accordance with these rules.
[Annual General Meeting 15 March 2000]

6.10 **Non-Playing Members**

Only persons of age may become Non-Playing Members. Such member shall have no right to vote, but shall, in accordance with the household rules, be entitled to use the other facilities offered by the CLUB. The Non-Playing Member shall participate in the golf game as visitors only.

6.11 **Temporary Members**

Such a person shall be entitled to the privileges of the CLUB while being a bona fide candidate for membership, and whose name had been posted on the relevant notice board, or a person who on the day or days is bona fide engaged in any match or competition, or one who has conferred some benefit upon the CLUB on that day.

6.12 **Restaurant Members**

One who has properly registered in the Visitor's Book of the Club House or the Restaurant, according to the prescribed rules, by a member. Such members shall be entitled to use the premises of the Restaurant and the Club House during the fixed hours, but shall not be entitled to use any other CLUB privileges without payment of the normal visitor's fee.

6.13 **Honorary Members**

An Honorary Member shall be someone who holds an important public office, or who has conferred some exceptional benefit on the CLUB, and who has unanimously been elected by the Committee. He shall be entitled to make use of all the CLUB facilities, without payment, life-long.

6.14 **Honorary Members (Ex Officio)**

Such member is nominated as a Honorary Member by the Committee on account of his office, and will cease to be such member when his term of office expires.

6.15 **Lifelong Members**

The Committee of the Club may from time to time sell lifelong membership to members of the Club on such conditions as the Committee may decide. Such lifelong membership shall be subject to the following:

- 6.15.1 Only 47 (forty seven) lifelong members at any given time
(AGM 20 March 2002 – 46 to 47)
- 6.15.2 Such membership shall at all times be subject thereto that, should the Club terminate or loose its right go play on the golf course, such membership shall terminate.
- 6.15.3 Such membership is subject to all the other Rules of the Constitution.
- 6.15.4 Such membership shall not be transferable and in the event of the death of a member such membership shall terminate, subject thereto that such member shall only in the first 5 (five) years of membership be entitled to be compensated. The amount of compensation shall diminish each year with one-fifth of the total. For example, should the purchase price be R10 000,00 (ten thousand rand), a member should die in the second year, only R6 000,00 (six thousand rand) shall be repaid. Should a member pass away in the sixth year of such membership, his successors in the title shall not be entitled to any compensation.
- 6.15.5 Such member shall be entitled to be eligible for the Committee of the Club and have voting rights.

(Paragraph 16.15 inserted – Special General Meeting –
23rd October 1996)

6.16 PRO RANGE BELLVILLE MEMBERS

- 6.16.1 A pro Range member that has not belonged to a Golf union Affiliated Club in the last 6 (six) months may become a member of Bellville Golf Club under the classification –Pro Range Bellville Member.(This class of membership is primarily there to actively assist new members to become members of a golf club.) Such a member will be entitled to remain a member under the status of a Pro Range Bellville member for the remainder of the year of joining (if joined after July that year) and the ensuing calendar year thereafter. If such a member has joined before July that year, he may only remain a member until the end of the year.
- 6.16.2 Pro Range Bellville Members will be subject to all rules, discipline and etiquette of the Bellville Golf Club and they will have to agree to such rules, discipline and etiquette and the like.
- 6.16.3 Such class of membership will have to pay normal affiliation fees, costs of cards and administration fees.
- 6.16.4 This class of membership will also have the same limitations as envisaged in the constitution as provided for five-day members.

6.17 MORE GOLF “NON FULL” CLUB MEMBERSHIP.

- 6.17.1** A More Golf “Non Full” Member that has not belonged to a Golf Union Affiliated Club in the last 6 (six) months may become a member of Bellville Moregolf Club under the classification Bellville Moregolf Member.
- 6.17.2** Moregolf Bellville Members will be subject to all rules, discipline and etiquette of the Bellville Golf Club and they will have to agree to such rules, discipline and etiquette and the like.
- 6.17.3** Such class of membership will have to pay the fees as agreed to in the contract between Bellville Golf Club and Moregolf.
- 6.17.4** This class of membership will have the same limitations as envisaged in the Constitution as provided for five-day members.

(Amended AGM 11 March 2009)

7. MEMBERSHIP FEES

Fees payable by members, referred to in paragraph 6, shall be as determined by the committee from time to time, and shall be set out in “Schedule A”, which schedule shall be attached hereto and shall form an integral part of this constitution.

8. RIGHT TO VOTE

Only ordinary member as described in paragraph 6.2, Honorary Members in terms of Clause 6.13, 6.14 and Lifelong Members in terms of paragraph 6.15, excluding Ladies, and subject to the conditions on 16.11 shall have the right to vote and shall qualify to be elected to the committee of the CLUB.

9. RESERVATION OF MEMBERSHIP TO RESIDENTS OF BELLVILLE

Notwithstanding anything to the contrary herein contained or any amendment which may be affected herein, a third of the membership for ordinary gentlemen and a third of the membership of ordinary ladies shall be reserved for Bellville residents.

10. **CANDIDATES FOR ELECTION**

10.1 Only at a Committee Meeting, by a majority of three votes, may the committee decide whether an applicant shall be accepted as a member. They may require such applicant to appear before the Committee in person. The Committee has absolute discretion and shall not provide reasons for the approval or refusal of any application for membership.

10.2 An application for membership shall be considered by the committee, only if:

10.2.1 the Applicant is duly proposed and seconded by 6 (six) Ordinary Members of the CLUB who have had continuous membership of at least 4 (four) years;

(Inserted "6" and "4" – Annual General Meeting 1990)

10.2.2 the application appears in a prominent position within the Club House for at least 14 (fourteen) days, for inspection by CLUB members;

10.2.3 such application is accompanied by an indemnity certificate issued by the Manager or Secretary of the Applicant's former club, certifying that all monies owing by the Applicant to that club have been settled;

10.2.4 the Applicant has already submitted to the CLUB the entrance and subscription fee payable should he be elected;

10.2.5 no written objection against the Applicant in accordance with sub rule 10.7 is made.

10.2.6 Members fees as referred to in paragraph 10.2.4 supra, are calculated from the 1st day of the month following the date of application on a pro-rata basis.

(ADDENDUM-ANNUAL GENERAL MEETING 1992)

10.3 A member shall not propose or second or support with his signature an Applicant whom he does not know personally.

10.4 An application for membership by any person under the age of 21 (twenty one) must be counter-signed by his parent/ guardian, who shall be proposed and seconded in a similar way as in 10.2.1, and who shall be directly responsible for the conduct and payments of any monies owing by such a member.

10.5 When a person applies for membership his signature on the application form shall be a distinct acknowledgement that he is bound by the rules

and regulations of the CLUB, and shall not be absolved from the effect thereof on the plea of having no knowledge thereof.

- 10.6 On election the member shall be notified by the Secretary who shall submit a copy of these rules to such member.
- 10.7 Any recommendation in favour of, or objection against any application for membership must be submitted in writing by an ordinary Member to the Manager/Secretary at least 3 (three) days in advance of the day on which the Committee meeting shall be held to consider such application.

Such recommendation in favour of, or objection, must be substantially motivated and signed and shall be regarded and treated in strict confidence by the Committee. Under no circumstances shall the contents thereof or the identity of the signatory(s) be made known outside the Committee.

- 10.8 The Committee shall have the power to cancel the election of an Applicant at any time, if after the election of the Applicant it appears that he had been elected under a misapprehension or mistake as to identity or owing to materially incorrect information regarding his character or position.
- 10.9 Notwithstanding anything hereinbefore contained, residents of Bellville shall be granted privilege as members to be elected after membership of the CLUB has been closed in terms of a resolution by the Committee, always at the discretion of the Committee.
- 10.10 Should such application for membership be refused, the monies already paid by the applicant, will be refunded to him, minus a pro-rata portion thereof, for the period in which the applicant was entitled to use the club facilities in terms of paragraph 6.10 supra.

(ADDENDUM - ANNUAL GENERAL MEETING 1992)

11. **REGISTER OF MEMBERS**

A register of members of the CLUB mentioning the name and category of membership of each individual shall be kept on the CLUB premises.

12. **MEMBERSHIP FEES**

- 12.1 The fees payable by members shall from time to time be determined by the Committee, on the understanding that the annual fees payable by MEMBERS, including JUNIOR MEMBERS, shall never be less than the fees determined by the conditions of the Liquor Act No 87 of 1977 (as amended).

12.2 All membership fees for any year are payable on January 1st of that year.

12.2.1 If a member's annual membership fee for a specific year is still outstanding by February 28th of that year, his/her name will be published on the Club House notice board, mentioning the fact that his/her membership fee is in arrears, and the amount due. A member whose name was thus published, shall not be entitled to any of the privileges of membership until such time that the outstanding amount has been settled and the Committee has decided to remove his/her name from the notice board without prejudice to the Committee's rights to recover such outstanding amounts by instituting legal action.

12.2.2 A member whose annual fees are not paid in full on or before February 28th shall be liable to payment of a fine as determined by the Committee from time to time for a period of 3 (three) months, where after a member thus in default, shall apply for membership anew at payment of the prescribed entrance fee provided for by these rules.

12.3 REPEALED – ANNUAL GENERAL MEETING 1992

12.3.1, 12.3.2 and 12.3.3 REPEALED ANNUAL GENERAL MEETING 1992

13. **LIABILITY OF MEMBERS**

13.1 The liability of the member towards the creditors of the CLUB is limited to the amount due in respect of his/her unpaid membership fees for the current year, and all other monies he/she is owing to the CLUB. Only assets of the CLUB are subject to attachment in respect of the liabilities and debts of the CLUB. The CLUB is responsible for its own obligations, and no assistance offered by the CLUB to any person or institution will make the CLUB responsible for the obligations of such person or institution.

13.2 Any person shall be indemnified against any risks, expenditures and costs out of the assets of the CLUB, and their liability for whatsoever way of conduct or act is limited to their liability as members as set out in sub- paragraph 13.1 and they are not liable for any losses incurred.

14. **CLUB COLOURS**

14.1 Only golf playing members of the CLUB shall be entitled to wear the CLUB colours, consisting of the CLUB badge and CLUB tie.

14.2 Such member forgoes this privilege if membership privileges are removed as envisaged in terms of Clause 12.2.1

(Inserted “if membership privileges are removed as envisaged in terms of Clause 12.2.1 “-Annual General Meeting 1990)

- 14.3 A member may be deprived of the Club’s colours by disciplinary decision in the discretion of the Committee.

15. **RESIGNATION OF MEMBERS AND CHANGE OF MEMBERSHIP**

- 15.1 A member shall resign in writing and apply in writing for change of membership, but remains liable for any debts towards the CLUB, as well as for outstanding annual membership fees.

- 15.2 A member whose resignation occurred after January 1st of the specific year, shall remain liable for payment of his membership fees.

- 15.3 If a member resigns as in 15.2 the Committee may in its own discretion refund him with a proportionate part of his membership fees.

- 15.4 Members are not allowed to sell their membership rights or any entitlement in terms thereof.**

(Amended AGM 12 March 2008)

16. **MEETING OF MEMBERS**

- 16.1 An ordinary Meeting of members of the CLUB shall be held every calendar year before the end of March, at a time and venue determined by the Committee.

- 16.2 The Committee may whenever they think fit, call a Special General Meeting of members, and a Special General Meeting shall likewise be called on a requisition signed by 40 (forty) members entitled to vote. Such requisition shall state the object of the meeting, shall contain the signature of the petitioners and shall be delivered to the Manager/Secretary of the CLUB.

If the Committee fails to call a meeting within 14 (fourteen) days after submission of the requisition, the petitioners are then entitled to call such meeting.

- 16.3 Any General Meeting may be called by giving not less than 14 (fourteen) days notice. The notice must state the meeting place, day and hour, as well as the agenda, and in the case of special matters, the general nature of such matters.

- 16.4 General matters include the annual report, discussion of financial statements and the election of office bearers, Committee Members and auditors. All other matters are regarded as special.

- 16.5 When an Ordinary Member wants to lodge a proposal or any matter before a General Meeting, he shall inform the Committee of this in writing at least 7 (seven) days before such meeting, and the Committee shall decide whether such request or proposal shall be put before the Annual General Meeting or before a Special General Meeting. In the latter case, the Committee shall call a special meeting within 30 (thirty) days.
- 16.6 No matters shall be dealt with on a General Meeting unless a quorum of enfranchised members are present at the moment the meeting proceeds to the discussion of matters. The quorum shall consist of 30 (thirty) members entitled to vote.
- 16.7 If there is no quorum present 15 (fifteen) minutes after the stipulated time of the meeting, such meeting, if it had been called on by a requisition of the members, shall be adjourned to the same day the following week, at the same place and time, and if at such an adjourned meeting there is no quorum present within 15 (fifteen) minutes after the fixed starting time, the members present shall form a quorum.
- 16.8 The President of the CLUB shall be the Chairman at all General Meetings and Special General Meetings of the CLUB. In his absence, the then present members shall elect a chairman from amongst them.
- 16.9 At a General Meeting, any resolution submitted to the vote of the meeting, shall be decided by a show of hands. However, ballot papers or a proxy in the format as determined by the Committee from time to time, shall be used if the vote is for Committee Members, subject thereto that any one member present may only have 2 (two) proxies for purposes of electing a Committee Member (Amended 1994).
- 16.10 In the case of a tie of votes at a meeting the Chairman of the meeting shall have a second or casting vote.
- 16.11 Only Ordinary Members shall have the right to vote, subject to the conditions of rule 16.12, and each shall record their vote personally or by means of a proxy on the prescribed form, subject thereto that only 2 (two) proxies may be used for the election of Committee Members.

(Amended 1994)

- 16.12 An Ordinary Member shall not vote on a General Meeting, unless all monies or other amounts owed by him to the CLUB are paid in full on or before the last day of FEBRUARY of that year, or with approval of the Committee after submission of excuse at least 7 (seven) days before the date of the General Meeting.

17. **OFFICE BEARERS AND COMMITTEE MEMBERS**

17.1 Office-bearers of the CLUB shall consist of the following:

17.1.1 A President;

17.1.2 A Club Captain;

17.1.3 A Vice Captain;

17.1.4 A Lady Captain

17.2 The Committee of the CLUB shall consist of the following:

17.2.1 The office-bearers as mentioned in paragraph 17.1 above, and

17.2.2 6 (six) other members. **(Amended 10 March 2004, 7 to 6)**

(The word “at least” deleted Annual General Meeting 1989) (Nine changed to Seven – Annual General Meeting 1996) (Proviso inserted April 2001)

17.2.3 (Repealed 17.2.3 at AGM 2004)

17.3 All members of the Committee shall be ordinary members as set out in 6.2 or Lifelong Members in terms of paragraph 6.15 and shall be SA citizens who for a continuous period of at least 2 (two) years have been members of the CLUB.

(17.3.1, 17.3.2, 17.3.3 repealed and substituted by 17.3.1 to 17.3.5 hereinafter - Annual General Meeting March 1988)

17.3.1 The President shall be elected for a term of 2 (two) years but may be re-elected for a further term.

(Proviso deleted March 1998)

17.3.2 The Captain shall be elected for a term of 2 (two) years.

(Proviso deleted – March 1998)

17.3.3 The Vice Captain shall be elected for a term of 2 (two) years.

(Proviso deleted – March 1998)

17.3.4 3 (three) Committee Members shall be elected for a period of 1 (one) year but may be re-elected for a further term.

(Proviso deleted – March 1998)

(The words “all other” substituted by “3 (three)” – General Meeting March 1996)

(The words “or co-opting after re-election” deleted in paragraphs 17.3.1, 17.3.2, 17.3.3 and 17.3.4 – General Meeting March 1996)

17.3.5 For purpose of these rules, a term of 1 (ONE) year shall be the term calculated from the Annual General Meeting on which the Committee Member was elected up to the next Annual General Meeting.

17.3.6 **3 (three) (AGM 10 March 2004, 4 to 3)** Committee members may be co-opted by the Captain in consultation with the Committee for a term of one year, but such co-opted Members must resign at the 1st Annual General Meeting following the appointment.

(Inserted General Meeting March 1996)(Proviso deleted
(Proviso deleted – March 1998)

17.4 No Committee Member, except for those mentioned in Clauses 17.3.1, 17.3.2 and 17.3.3, shall be elected or re-elected unless he is nominated and seconded by 2 (two) Ordinary Members of the CLUB in writing, and he himself submits his written intention to declare himself eligible for election to the Secretary of the CLUB, at least 48 (forty eight) hours before the stipulated time of the Annual General Meeting.

17.5 At every ordinary Annual General Meeting, the enfranchised members of the CLUB shall elect Office-bearers and Committee Members for the following term in accordance with 17.4

17.6 If the nominations fall short of the number required to fill the vacancies for Committee Members, the persons nominated shall forthwith be declared elected. The remaining vacancies shall be filled by means of election by the members present at the Annual General Meeting by means of ballot-papers and proxies as per the prescribed form.

17.7 Any further vacancies that may exist shall be filled through appointment by the Committee.

18. **THE COMMITTEE**

18.1 The Committee shall be the executive authority of the CLUB and shall be responsible for the control and administration of the CLUB to the best of its ability.

18.2 The Committee shall have the authority to do any act of whichever nature, in order to achieve and execute the objects of the CLUB, as set out in Rule 3.

- 18.3 The manner in which business is conducted and such rules shall be duly recorded and confirmed and shall be binding on the Committee and the CLUB until they are repealed.
- 18.4 The Club Captain shall be the Chairman at all Committee Meetings. In the absence of the Club Captain the Vice-Captain shall take the chair.
- 18.5 Any incidental vacancy in the Committee shall be filled by the Committee itself, but a person nominated in such a way shall resign at the following General Meeting. The Committee shall also have the power to appoint patrons, Honorary Presidents, Honorary Vice-presidents, and Honorary members at will.
- 18.6 If a Committee Member fails to attend a Committee Meeting for 2 (two) consecutive months without the permission of the Committee, his office as Committee Member shall be terminated.

19. **MEETING AND OFFICIAL DUTIES OF THE COMMITTEE**

- 19.1 The Committee may meet to conclude business, they may adjourn their meetings and make such arrangements as they deem fit. The Committee shall meet at least once a month. Matters arising in the course of a meeting, shall be decided by a majority of votes. In the case of a tie of votes, the Chairman shall have a second or casting vote.
- 19.2 The Manager/Secretary shall call a special Committee Meeting upon an instruction by the Captain or a written request by at least two Committee Members. The notice shall state precisely the business for which such meeting is called and no other business shall be transacted at that meeting.
- 19.3 The quorum at a Committee Meeting shall be 6 (six).
- 19.4 At least 5 (five) full days notice shall be given of all Committee Meetings unless all Committee Members accept shorter notice.
- 19.5 The Manager/Secretary will attend all Committee meetings and serve as Secretary, without a right to vote (Inserted Annual Meeting 1989).

20. **DISCIPLINARY ACTION**

- 20.1 Should any member, in the opinion of the Committee, commit any willful breach of the conditions of this Constitution or its Rules, or disregard it, or be guilty of improper or dishonest conduct or any conduct which is unbecoming in the opinion of the Committee, or be injudicious to the interest of the CLUB, whether inside or outside the CLUB premises, the Committee shall have the power:

- 20.1.1 to terminate the membership of such member
- 20.1.2 to terminate or limit the rights and advantages of his membership for such a period as the Committee in its absolute discretion may decide;
- 20.1.3 to call upon such member, in writing, to resign, and if he refuses or fails to resign 7 (seven) days after such notice has been sent to him by registered mail, to terminate such person's membership;
- 20.1.4 to call upon such member to explain his conduct in person before the Committee, and should such member refuse or fail to appear before the Committee at the fixed time and place, to take such steps against him as the Committee may deem fit.
- 20.2 If membership is terminated or limited in accordance with the condition of this Constitution, the said person shall not have any right to a refund or any monies paid or donations made by him to the CLUB.
- 20.3 Before any disciplinary steps in accordance with paragraph 20.1 can be taken against any member, the Committee shall give such member an opportunity to advance reasons why such disciplinary steps should not be taken. The Committee and such member shall have the right to bring forward witnesses and hear evidence and to cross-examine the witnesses.
- (Amended on 14 March 1989)
- 20.3.1 No member will formally appear before the Disciplinary Committee, before he receives a written notice in which the nature of the charge(s) against him and the date, place and time of the disciplinary hearing, are set out.
- (ADDENDUM –ANNUAL GENERAL MEETING 1992)
- 20.4 The decision of the Committee in accordance with the provisions of sub Section 20.1 is a final decision only after a hearing in terms of Section 20.3 has taken place.
- (Amended on 14 March 1989)

21. **PAYMENT OF MEMBERS**

Members shall pay every liability incurred by them before leaving the CLUB premises. After due warning in writing the Committee may after 7 (seven) days, display on the notice board the name of the member transgressing the rule, and such member shall be ipso facto debarred from the use of the CLUB until all monies due by him to the CLUB have been fully paid. Should a member default to discharge his indebtedness within 14 (fourteen) days after

his name has been displayed as aforesaid, he shall ipso facto cease to be a member of the CLUB, without limiting the right of the CLUB to adopt measures for the recovery of such debt through civil action. The Committee may however reinstate membership on payment of the indebtedness and on satisfactory explanation.

22. **COMPLAINTS**

Members having a complaint against a member or an official or an employee of the CLUB, shall present it in writing to the Manager/Secretary. Any other complaints or suggestions shall be stated in the Complaint Book or submitted in writing to the Manager/Secretary who shall present all complaints to the Committee at the following meeting.

23. **SIGNING OF DOCUMENTS**

23.1 Any document to be signed by the CLUB, shall be regarded duly signed if it had been signed by a Committee member or any other person duly authorized by the Committee to do so.

23.2 All cheques shall be signed on behalf of the CLUB by either the Manager/Secretary together with a Committee Member, or any other person duly authorized by the Committee to do so.

23.3 Legal steps on behalf of the CLUB shall be initiated and legal steps against the CLUB shall be defended with the signature of the President or any other Committee Member duly authorized to do so. The CLUB may summons or be summoned in its own name.

23.4 All notices, documents and any other papers shall be regarded as duly delivered and served if personally delivered or handed to the President or Manager/Secretary.

24. **FIXED PROPERTY AND BONDS**

Fixed property and bonds shall be registered in the name of the CLUB and bonds through the CLUB shall likewise be passed through the CLUB.

25. **LOAN CAPACITY**

Notwithstanding anything to the contrary herein contained, the CLUB shall not pledge or mortgage any CLUB property in respect of a liability that exceeds the amount of R25 000,00 (twenty five thousand rand), unless such pledge or mortgage is approved by a resolution of the members at a General Meeting.

26. **TARIFFS**

The Committee shall establish the tariffs of all services rendered by the CLUB. If a member fails to settle outstanding amounts, the Committee may terminate his membership.

27. **PROFIT ON LIQUOR SALES**

(Deleted AGM 12 March 2008)

28. **ADMISSION OF MEMBERS TO PREMISES**

The Manager/Secretary of the CLUB or any member of the Committee may refuse admission to the CLUB to any member if he deems it in the interest of the CLUB. Such action, or a warning to a member that such action is being considered or shall be considered under certain circumstances, should be reported to the Chairman or acting Chairman of the Committee within 24 (twenty four) hours, and put before the Committee within 7 (seven) days.

29. **VISITORS**

29.1 Before any member entertains any visitor on any day on the premises of the CLUB, the member shall on that day record his name and the name and residential address of his visitor in a book supplied by the Committee

29.2 Visitors shall not pay for any refreshments, services or facilities supplied by the CLUB.

29.3 Any person whose membership had been refused or whose membership had been terminated by the Committee or whose presence on the CLUB premises is deemed by the Committee as undesirable, shall not be allowed as a visitor on the premises.

30. **RESERVATION OF PORTIONS OF PREMISES**

The Committee may reserve any portion of the CLUB premises for any member or group of members, or create any special facilities for any member or group of members.

31. **NOTICE TO MEMBERS**

Notice in respect of any General Meeting shall be given to members in writing, at the address as supplied to the Secretary. Notice of applications received from prospective members or of any arrangement by the Committee in respect of management or administration of the premises or the provision of facilities to members, need only be posted on a central notice board on the CLUB premises. Incidental failure to inform a member of a General Meeting shall not render the decision of such meeting invalid.

32. APPOINTMENT OF AUDITORS

- 32.1 The accounts and statements of the CLUB shall be controlled and audited annually by an Auditor registered in accordance with the Public Accounts and Auditors Act No 51/51.
- 32.2 The Ordinary Annual General Meeting shall appoint an Auditor and Auditors who shall remain in office from the closing of the meeting to the closing of the following Annual General Meeting.
- 32.3 In case of a vacancy occurring in the Auditorship during any specific year, the Committee shall forthwith nominate an Auditor to fill such vacancy.

33. DISSOLUTION

The CLUB can be dissolved by a resolution of no less than three-quarters of the enfranchised members who are personally present at a duly constituted General Meeting, notice of which was given in accordance with the conditions of this Constitution, with special mention of the intention to propose a resolution to dissolve the CLUB. By acceptance of the resolution to dissolve, a liquidator shall be appointed by the aforementioned General Meeting. The said liquidator shall realize all assets of the CLUB and appropriate the proceeds as follows:

- 33.1 Clear all debts and obligations of the CLUB, including the liquidator's fee; and
- 33.2 Transfer its assets and funds to any other recreational club which is approved by the Commissioner for the South African Revenue Service in terms of Section 10(1)(cO) of the Income Tax Act, 1962 (Act No 58 of 1962) or to a public benefit organization contemplated in paragraph (a)(i) of the definition of a 'public benefit organization' in Section 30(1) of the Income Tax Act 1962 (Act No 58 of 1962) which has been approved in terms of Section 30(3) of the said Act.**
(Amended AGM 12 March 2008)

34. EMERGENCY

Should any emergency occur which obliges the Committee to take any acts not provided for by these Rules in the interest of the CLUB, the Committee shall have the right to take such steps as may be necessary, and shall report to a General Meeting of members on the nature of such action.

35. **HOUSEHOLD RULES**

35.1 The Committee shall have the right to make, amend and recall household rules for the CLUB, provided that such rules are not contradictory with the Constitution.

35.2 Only players who are affiliated to the South African Golf Union shall take part in competitions scheduled by the CLUB.

36. **AMENDMENT OF THESE RULES**

This Constitution may at any time be recalled, amended, improved or extended by a resolution of no less than two-thirds of the members competent to vote and present at a duly constituted General Meeting notice of which was given in accordance with the conditions of these rules, and stating the proposed amendment of the rules. **The CLUB will submit a copy of any amendment to the Constitution to the Commissioner of the South African Revenue Services.**

(Amended AGM 12 March 2008)

37. **LIQUOR LICENSE**

The liquor license of the CLUB or renewal thereof, shall be applied for in the name of the Manager/Secretary of the CLUB and nobody shall bring wines or liquors onto the CLUB premises.

38. **DAMAGE OF PROPERTY**

Members shall pay for the replacement or repair (as the Committee may determine) of any article being the property of the CLUB, which has been broken or damaged by members or guests.

39. **DAMAGE SUFFERED BY MEMBERS**

No member, guest or visitor shall have the right to institute action against the CLUB for any damage or injury sustained through the neglect or carelessness of the CLUB or its Officials, or the Committee.

40. **INTERPRETATION OF THE CONSTITUTION**

Amendments incorporated up to ...11 March.....2009.

SIGNED AT BELLVILLE ON THIS _____ DAY OF _____ 2009

President of the Golf Club
J J Brink

Club Captain
H J van Zyl

NOTICE

1. AMENDMENTS

6.3P Pension Members

6.3.1 An ordinary member who is older than 60 years, as defined in paragraph 6-2 supra, who is older than 60 years and who has been a full member of another golf club for at least ten years.

6.3.2 An ordinary member, as defined in paragraph 6.2 supra, who is older than 60 years and who has been a full member of another golf club for at least ten years.

(To be deleted from 6.3.1 and 6.3.2 the reference to “bona fide pensioner” or the reference to “that such person has not accepted any other employment after retirement”)

MOTIVATION

The motivation for this proposed amendment is that the question whether a proposed pension member is in fact a bona fide pensioner or that he has not accepted any other form of employment, causes embarrassment to staff and *at the same time to members.*

It was thought that the cut-off date would be easier administered and in any event it is limited to 15% of the total members of the Club,

SECRETARY
BELLVILLE GOLF C4TP

15/02198