

**DAINFERN COUNTRY CLUB**

**CONSTITUTION  
OF THE  
DAINFERN  
GOLF  
CLUB**

**31 August 2012**

## 1. DEFINITIONS

“The DCC”	Means	The Dainfern Country Club.
“The DHA”	Means	The Dainfern Homeowners Association.
“The CEO”	Means	The Trustees of the DHA.
“The Board of Governors”	Means	The Trustees of the DHA.
“The Golf Club”	Means	The Dainfern Golf Club.
“The Rules”	Means	The Rules described in Clause 27.
“Disciplinary Sub Committee”	Means	Three members of the Golf Committee.
“The General Committee”	Means	The Chairman of The Board of Governors, the Golf Chairman, the CEO and The Manager.
“The Manager”	Means	The Manager of The Golf Club.
“Sub Section”	Means	The Golf Club or other such sections as may be formed.
“The Golf Committee”	Means	The Committee constituted in accordance with Clause 41.
“Johnnic”	Means	Johnnies Industrial Corporation Limited or its successor in title.
“The Management”	Means	The CEO, The Manager or delegated person on duty.
“Premises”	Means	The Clubhouse and Grounds.

## 2. RULES OF THE GAME

The rules of the game shall be those of the Royal and Ancient Golf Club of St. Andrews subject, however, to such modifications, alterations and additions to suit local circumstances and conditions as The Golf Committee may, from time to time, deem expedient and advisable, provided that such modifications, alterations or additions shall not be inconsistent with the Rules of the Royal and Ancient Golf Club of St. Andrews.

## 3. MEMBERSHIP

3.1. Eligibility for nomination and election as Members of The Golf Club shall be in the following categories. The number of Members not owning property on the Estate shall be restricted to four hundred.

- Full Member (including Tenant Members and Primary Members)
- Full Weekday Member
- Full Senior Member
- Johnnic Honorary Member
- Corporate Member
- Executive Corporate Member
- Corporate Weekday Member
- Exclusive Member
- Commercial Member
- Temporary Member
- Visiting Relative and Family Member
- Full Junior Member
- Junior Member
- Student Member
- Honorary Member
- Honorary Life Member
- Member in Voluntary Suspension

- 3.2. Categories may only be varied from time to time by resolution passed at a Special General Meeting.
- 3.3. All Members, with the exception of Honorary Members and Honorary Life Members, must be Members in good standing of The DCC or individuals nominated from amongst the co-owners in the case of co-ownership.

#### 4. FULL MEMBERS INCLUDING FULL TENANT MEMBERS

4.1.1 Are individuals who own erven on the Dainfern Estate or tenants of such erf or erven to whom the owner has temporarily ceded his full membership in terms of a written deed of cession, (annexure “A” hereto, the original of which shall be lodged with the Management). Such tenants shall be Full Tenant Members. Such Full Tenant Members shall have no right to vote or hold office as General Committee Members or Office Bearers of the Club or a Section and their membership shall *ipso facto* cease on termination of the tenancy or cession.

The spouse and/or children up to the age of twenty-five, who are resident with the Full Member or Full Tenant Member, shall have the benefits of a Full Member, provided their details are provided to the DCC on Annexure “B” hereto.

4.1.2 Where an erf on the Dainfern Estate is owned by two or more co-owners or rented by two or more co-tenants, one individual only from amongst those co-owners or co-tenants shall be selected as a Member. In the case of a close corporation, partnership, trust or company, one only from amongst the members, partners, trustees or shareholders and directors of such close corporation, partnership, trust or company respectively shall be selected to enjoy the rights and privileges of a Member, in its stead.

4.1.3 Should any person, other than the member selected in terms of Sub Clause 4.1.2 wish to join as a Member, such person shall only be entitled to apply for membership of the Golf Sub Section, as a Corporate Member.

4.1.4 Should an erf and/or sectional title unit be sold or alienated, the Full Member shall be deemed upon transfer to have *ipso facto* resigned its membership.

4.1.5 The purchaser of an erf shall sign and a tenant may sign an agreement with the previous owner or lessor (as the case may be) of that erf to the effect that the said purchaser is bound by all the terms and conditions of this Constitution and in compliance with Article 4 of the Articles of Association of the DHA. Such written agreement on the terms prescribed in Annexure “C” hereto shall be lodged with the Management prior to the proposed occupier taking occupation of the erf in question.

4.1.6 Full Members shall, prior to being afforded the privileges of membership, lodge with the Management simultaneously with the Agreement referred to in Clause 4.1.5, a registration form for Membership of the Club in accordance with Annexure “B” hereto.

4.1.7 Full Tenant Members shall pay an annual administration fee to the Club as determined by the General Committee from time to time.

4.1.8 A Full Tenant Member shall be proposed to membership by the owner of the property concerned which proposal may only be made after lodging the cession required in terms of 4.1.1 hereof.

4.1.9 In the Case of Golf Club Membership, spouses of individuals who own erven and who are resident on the Estate shall be known as Primary Members and shall pay full entrance fees and subscriptions and shall qualify to vote and to stand for office in The Golf Club, subject to conditions laid down by The Golf Committee.

5. FULL WEEKDAY MEMBER (INCLUDING TENANT WEEKDAY MEMBERS)

Are full members of the Golf Club whose use of the golf course is restricted to weekdays and subject to conditions decided by The Golf Committee.

6. CORPORATE WEEKDAY MEMBERS

Are Corporate members of the Golf Club whose use of the golf course is restricted to weekdays and subject to conditions decided by The Golf Committee.

7. FULL SENIOR MEMBER

Are full members, sixty years or older, who have been members of the Golf Club for no less than three years and pay discounted fees at the discretion of the Golf Committee.

8. TENANT MEMBER

Are tenants of property owners and include the spouse and/or children, up to the age of twenty-five, who are resident with the Tenant Member. Tenant Members, having signed the Agreement referred to in Clause 4 above, shall pay an annual administration fee to The Club.

9. JOHNNIC HONORARY MEMBERS

This category of membership shall be available to ten Members nominated by Johnnic and accepted by the General Committee from time to time.

10. CORPORATE MEMBERS

Are individuals, not resident on the Estate or tenants of owners who have not ceded their membership, who apply for membership of the Golf Club, pay an entrance fee and are elected as Members of the Golf Club for any one year. Such membership provides entry to the Club and shall be renewed annually.

11. EXECUTIVE CORPORATE MEMBERS

Are individuals, not resident on the Estate who, on the recommendation of the Golf Committee, apply for membership of the Golf Club, are accepted thereto, pay an Entrance Fee determined by the Golf Committee, and who shall remain as Corporate Executive Members for a period of not more than five years. Corporate Executive Members shall, at least every five years, reapply for and renew their Golf membership which provides membership, as an individual, to the Club.

12. TEMPORARY MEMBERS

This category is confined to persons residing more than 30 km's from the premises and temporarily resident on the Estate, for a period of not less than three or more than six months, who shall be entitled, upon acceptance to Temporary Membership, to such privileges, and shall pay such fees and subscriptions, as may be determined by the General Committee.

13. VISITING RELATIVES AND FAMILY MEMBERS

Are members of families residing on the Estate. This category of membership is restricted to a two-month period, enjoying such privileges and at such fees as may be determined by the General Committee.

14. FULL JUNIOR MEMBER AND JUNIOR MEMBER

Are persons under the age of eighteen years, resident on the Estate, who are not eligible for membership, but who may, at the discretion of The Golf Committee, provided that if they were aged eighteen years or older and eligible for membership in terms of Clause 3, be allowed membership of the Golf Club on payment of such fees as may be prescribed by The Golf Committee. The Golf Committee shall have the power to institute a Junior Section subject to such rules as are not inconsistent with The Constitution of The Golf Club. Junior Members shall not have the right to introduce guests except at the discretion of The Manager. Junior Members shall pay a nominal annual fee and green fees as determined by the Golf Committee from time to time.

15. STUDENT MEMBER

Are persons over the age of 18 years, but not over the age of 25, resident on the Estate and a dependant of a Full Member, engaged in full-time study at a tertiary educational institution and eligible for membership, who shall be membership of the Golf Club on payment of such fees as may be prescribed by the Golf Committee. Such membership is contingent on presentation of evidence and confirmation of registration for study and will be subject to annual review.

16. HONORARY MEMBERS

Honorary Membership shall be granted by reason of such person holding some public office or being a *bona fide* candidate for membership or having conferred an exceptional benefit upon the Club. The rights and conditions applicable to such Membership shall be as determined by the General Committee from time to time. There shall not be more than ten Honorary Members of the Club at any time.

17. HONORARY LIFE MEMBERS

The General Committee or the Board of Trustees shall have the right to propose to any Annual General Meeting of the Club, the nomination of an Honorary Life Member who shall for their lifetime enjoy such privileges as may be determined by the General Committee from time to time, without payment of entrance fees or annual subscriptions. At least two thirds of the votes cast at such General Meetings must be in favour of such nominations. There shall not be more than one Honorary Life Member elected in any one year.

18. EXCLUSIVE MEMBERS

Any category of member of the Golf Club may elect, by written notice to the Golf Manager, to be delivered not later than (insert date before year end), to become an Exclusive Member, in which case their annual membership fees will not include prepayment of green fees. Such

members will pay such green fees as are determined by the Golf Committee whenever making use of the Golf Course.

#### 19. COMMERCIAL MEMBERS

This category of memberships of the Golf Club shall be available to Companies who wish to offer their executives a membership of the Golf Club. Any company shall, on acceptance of their Commercial Membership Application, and payment of the Commercial Membership Fee, be entitled to nominate up to 8 (eight) of its executives for membership of the Golf Club. Such executives shall each apply for such membership in terms of clause 21 below, and may be accepted in the sole and absolute discretion of the Golf Committee on such terms as to membership and fees as may be determined by the Golf Committee from time to time. The company and the individual shall be jointly and severally liable to the Golf Club for any fees or other amounts due to the Golf Club and shall be jointly responsible for ensuring compliance with the Golf Club's rules by any individual Commercial Member or their guests or invitees. Commercial members shall be entitled to entertain one visitor each at the Golf Club at any one time, and the visitor shall pay the prescribed visitor's fee as determined by the Golf Committee from time to time.

##### a. VOLUNTARY SUSPENSION OF MEMBERSHIP

Any category of Member of the Golf Club shall be entitled, with the prior consent of the Golf Committee, on good reason shown, to request that their membership be voluntarily suspended for no longer than one year. Good reason shall include, but not be limited to the physical absence of the member from the Dainfern area for no less than 3 (three) months. A member who requests the voluntary suspension of their membership (as opposed to a member who has their membership suspended for disciplinary or other reasons) shall pay an annual fee as determined by the Golf Committee from time to time for the period of their suspension, and shall pay green fees when they use the Golf Course. A member under voluntary suspension may not play more than 12 (twelve) rounds of golf on the Golf Course per year of suspension (pro-rated to one round per calendar month for any shorter period).

#### 20. APPLICATION FOR MEMBERSHIP

Any person wishing to become a Member of The Golf Club (hereinafter referred to as "The Applicant") shall complete, sign and submit, accompanied by payment of the relevant entrance fee and annual subscription, an application form containing such particulars as The Golf Committee may decide from time to time. The election of applicants who have not paid their dues in terms of this clause shall be subject to payment of such dues or the application of such applicants may, at the discretion of the Committee of The Golf Club, be held over for election at any later date after payment of such dues or rejected then or at any later meeting. Applications for Junior Membership must be countersigned by the parent or legal guardian of The Applicant, who shall be responsible for the conduct of, and the payment of all amounts due by such junior. The application form shall be signed by a proposer and seconder both of whom shall be Members of The Golf Club to whom the Applicant is personally known.

#### 21. NOTICE OF APPLICATION FOR MEMBERSHIP

Notice of each application, with the Applicant's name, place of residence and the names of the proposer and seconder shall be placed on the general notice board of The Golf Club for a period of fourteen days.

## **22. AVAILABILITY OF MEMBERSHIP**

All applications for Membership shall be subject to the availability of the various classes of membership. The Golf Committee shall have the power at its discretion to close and open from time to time the list of candidates for all classes of membership. It shall further have the power to institute a waiting list containing the names of persons applying for membership of The Golf Club.

## **23. OBJECTIONS TO MEMBERSHIP APPLICATIONS**

Any Member of The Golf Club may object to the admission of any applicant for membership. The objection shall be in writing, setting out fully the reason for such objection, and shall be delivered to the Manager not later than thirty days from the date on which the relevant application was first posted on The Golf Club notice board. The Golf Committee shall have the power to call for further information as it may see fit and to require any objector and such applicant to appear before it and to answer questions. Any objection received shall be treated as strictly confidential and the final decision on any objection shall be made by The Board of Governors.

## **24. ELECTION OF MEMBERS**

The election of applicants to Membership shall be by The Golf Committee and shall take place at its next meeting after expiration of the period of thirty days, but shall be subject to no objections being received during the fourteen day period. The proposer shall not be notified of the decision of The Golf Committee until the expiry of the thirty day period allowed for objections. The Golf Committee shall have the right to decide whether the application should be accepted, refused or left over for further consideration. In the event of The Golf Committee not accepting any candidate, the proposer shall be notified in writing of the decision of the Golf Committee and the proposer shall ask the applicant to withdraw the application. No reason shall be given except in the case of unavailability of a membership category.

## **25. NOTIFICATION OF MEMBERSHIP**

On the election of a Member, The Manager shall notify the Applicant in writing of the election. The election of applicants who have not paid their dues in terms of Clause 19 shall be subject to payment of such dues or the application of such applicants may at the discretion of The Management Committee be held over for election at any later date, after payment of such dues, or rejected then or at any later meeting.

## **26. PRIVILEGES OF MEMBERSHIP**

The privileges of membership shall commence only after receipt of official written notification of election. Candidates may however, at the discretion of The Golf Committee, be allowed the courtesy of the golf course on payment of a guest fee, pending their election.

## **27. CESSATION OF ELIGIBILITY**

A Member who ceases to be eligible for Membership in terms of Clause 4 shall immediately notify The Manager of The Golf Club in writing thereof. The individual concerned shall automatically resign his Membership and his name shall be removed from the register of Members forthwith. Application may then be made for the appropriate category of membership.

## **28. RULES**

- a. The Golf Committee shall, inter alia, determine Rules for The Golf Club which shall be binding on the Members.

- b. These Rules shall be recorded in writing but shall not be in conflict with this Constitution.
- c. The posting of amendments to the Rules on the Notice Board of The Golf Club shall constitute due notice of such amendments.

## **29. ADDRESS FOR NOTICES**

Every Member shall, on acceptance, register in writing with the Manager an address to which notices may be sent and shall notify the Manager of any change of address. Any notice required to be given shall be deemed to have reached the Member fourteen days after posting if sent by prepaid post to the Member at such registered address.

## **30. ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES**

Entrance fees and Annual Subscriptions for all classes of membership shall be such sums as are recommended by The Golf Committee and subject to the constraints of the golf budget approved by the Board of Governors and not less than determined by the Liquor Act. The Golf Committee shall have the right, with the sanction of the Board of Governors, to raise funds from time to time by means of a special levy or levies against Members.

## **31. DUE DATES FOR ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES**

Subject to the provisions of Clause 29, all Entrance Fees, Subscriptions and/or Levies shall become due and payable immediately on election, and subsequently, in advance, on the first day of April each year; no one shall be entitled to the privileges of membership until after the payment of any such dues. Any Member being elected after the beginning of the financial year of The Golf Club shall be liable for a pro rata per quarter subscription for that year.

## **32. VARIATION OF PAYMENT TERMS**

The Golf Committee shall have the power and discretion to remit part of or the full annual subscription and/or levy of any Member for such period and on such conditions as it may determine, or to refund any subscription and/or levy paid in advance. The CEO shall have the power to allow payment by instalments bearing an interest rate of not less than the bank overdraft rate.

## **33. RESIGNATION OF MEMBERS**

A Member may at any time, by giving notice in writing to The Manager, resign membership of The Golf Club but shall remain liable for the annual subscription due and unpaid at the date of resignation and for any other amounts due by the Member to The Golf Club, including the subscription for the following year, should any such notice of resignation not reach The Manager by the 31<sup>st</sup> March.

## **34. OVERDUE SUBSCRIPTIONS**

The Rules of the DCC shall apply to Members who fail to pay subscriptions and other dues timeously. In addition, as a defaulter, a Member in default will not be permitted on the golf course or the DCC premises.

## **35. REINSTATEMENT OF MEMBERS**

It shall be at the discretion of The Golf Committee, in exceptional circumstances, to reinstate Members with or without repayment of entrance fee.



### **36. RENEWAL OF MEMBERSHIP DECLINED**

Except in the case of Full Members, it shall be at the discretion of The Golf Committee to decline to renew the Membership of any Member at the end of the period for which the annual subscription has been paid. The Management Committee shall not be obliged to give any reason for such action.

### **37. DISCIPLINE**

- a. Should it be reported to The Manager that any Member has committed a breach of the Rules of The Golf Club, or has been guilty of improper, dishonest, unsportsmanlike or unseemly conduct, or of conduct which is prejudicial to the interests of The Golf Club, The Manager of The DCC may suspend the Member from all rights and privileges of membership for a period of seven days pending an enquiry. Should the conduct or misconduct of the Member be such that, in the opinion of The Manager of The DCC, a penalty in addition to the said seven days of suspension is warranted, the matter shall be referred to the Disciplinary Sub Committee, convened not more than seven days after the occurrence, except in the absence of such Member, in which case the period of suspension will be extended. The Disciplinary Sub Committee shall have the following powers:-
  - i. To deprive such Member of all or any rights and privileges of his or her Membership during such time or period as such Disciplinary Sub Committee in its absolute discretion may deem fit and advisable.
  - ii. To call upon such Member in writing through the Manager of The Golf Club to resign and if he or she fails to resign within fourteen days of the date of receipt of such request, to recommend to The Board of Governors the expulsion of such Member; or to reprimand such Member, provided, however, notwithstanding anything hereinbefore contained, that no Member shall be recommended for expulsion unless and until the Disciplinary Sub Committee shall have given the Member an opportunity to appear before it at such time and place as it in its discretion may deem fit, to explain his or her conduct.

### **38. DISCIPLINARY PROCEDURE**

- a. At any such hearing the Disciplinary Sub Committee shall determine the procedure to be adopted, and the Disciplinary Sub Committee shall have the power to summon any Member or any other person to appear before it to give evidence for or against such Member and any such Member shall have the right to cross-examine any such witnesses and shall have the right to tender evidence of any Member or any other person as the Member may deem fit.
- b. The Disciplinary Sub Committee shall conduct all disciplinary matters in a manner that gives effect to generally accepted procedures of administrative law and natural justice.

### **39. QUORUM FOR EXPUSLION**

For the purpose of considering the expulsion of a Member, at least five of the members of the Board of Governors shall be present, and at least four shall vote in favour if expulsion is to be implemented. It shall not be incumbent upon The Club to state its reason for such expulsion, and no Member shall be entitled to institute an action for alleged wrongful expulsion.

#### **40. GUESTS**

- a. Guests may only be introduced by a Member to The Golf Club, on only one day in one calendar month, provided that the same guest shall not be introduced by more than one Member during the same calendar month.
- b. Guests may not enjoy the privileges of the Clubhouse, Grounds and Golf Course except in the company of the Member introducing the guest and no game shall be played by guests only.
- c. Members shall at all times be responsible for their guests and shall be responsible for any fees fixed by the Golf Committee in terms of Sub Clause 48.7 and for any charges incurred in respect of such guests.
- d. Only those guests whose names and addresses have been entered in the Visitor's Book shall be allowed entry to the premises and no person who is not a Member of the Golf Club shall be allowed to pay for any refreshment or services on the Premises.

#### **41. PAYMENT FOR DAMAGES**

Any Member shall, if called upon to do so at the discretion of the CEO, pay for the replacement of repairing of any article being the property of The Golf Club, which has been broken or damaged by such Member or the guest of such Member.

#### **42. COMPOSITION OF GOLF COMMITTEE**

The Golf Committee shall consist of the elected Captain, the Lady Captain and three other Members who shall all be Full Members and resident on the Estate and may be Primary Members. They shall be elected at an Annual General Meeting and shall hold office until the next Annual General Meeting. The Lady Captain may vote at all meetings of The Golf Club.

#### **43. NOMINATIONS**

Nominations of candidates for election to The Golf Committee, which shall be in writing, signed by a proposer and a seconder who shall be Members of The Golf Club, and countersigned by the nominee, accepting nomination, shall be in the hands of The Manager not later than 6pm eight days before the date of the Annual General Meeting of The Golf Club. All nominations shall be posted on notice board of The Golf Club. Nominations for election as Captain shall be specific on the nomination form and ballot paper.

#### **44. CHAIRMAN OF THE GOLF COMMITTEE**

The Committee shall, at its first meeting after the Annual General Meeting, elect from amongst its number a Chairman. The Chairman shall automatically be appointed to the Board of Governors of The DHA.

#### **45. CO-OPTING**

Should less than the requisite number of Members be elected to The Golf Committee the members of The Golf Committee may forthwith co-opt the requisite number of Members in order to achieve the specified complement.

#### **46. BALLOT**

If more candidates are nominated than the number of vacancies the election shall be by secret ballot. The ballot papers shall be counted by independent scrutineers nominated by the Chairman of the meeting.

#### **47. MANAGEMENT**

Management of The Golf Club shall be vested in The Golf Committee. All funds of The Golf Club shall be kept separate from the moneys and property of the other sections of The DCC and from The DHA and shall at all times vest solely in the golfing Members of The Golf Club and shall be utilised solely for the purpose and benefit of The Golf Club.

#### **48. GENERAL POWERS OF THE GOLF COMMITTEE**

The Golf Committee shall, in addition to the powers specially conferred upon it by this Constitution, have the following powers, subject to budget approval by the Board of Governors:-

- a. To form or appoint Sub Committees for special purposes and to delegate powers to such Sub Committees.
- b. To decide all points of disputes and the ruling of The Golf Committee thereon shall be final and binding.
- c. To recommend the appointment or dismissal of staff.
- d. To lease and/or purchase any moveable or immovable property for The Golf Club calculated to benefit and to advance its objects.
- e. To subscribe to or become a Member of or affiliated to any other association or Club having objects similar or in part similar to the object of The Golf Club or the establishment or promotion of which may be beneficial to The Golf Club.
- f. To do all such lawful things as are incidental or conducive to the attainment of all or any of the above objects.
- g. To ensure that the assets, funds, profits and gains of The Golf Club shall be utilised solely for the objects of The Golf Club as set out in this constitution and shall in no circumstances be distributed among any person or person.
- h. To do all such other things as may be necessary for the proper carrying out of the objects to The Golf Club, provided that at all times the Constitution and Rules of The Golf Club are adhered to.

#### **49. SPECIFIC POWERS OF COMMITTEE**

The Golf Committee shall, subject to the Rules of the DHA which apply to The DCC, and any powers granted under such Rules to The Golf Committee, have full power to do anything which should or might be done by the Golf club; and in addition to the general powers hereby conferred The Golf Committee shall have the following powers:

- a. To make and vary Rules for the regulation of The Golf Club or the members of The Golf Club.
- b. To fill such vacancies as may occur during their term of office.

- c. To co-opt at their discretion a member to The Golf Committee for any purpose.
- d. To deal with any circumstance arising for which specific provision is not made in this Constitution or the Constitution of the DCC.
- e. To appoint a Golf Professional.
- f. To appoint a Contractor for golf course maintenance.
- g. To fix from time to time the charges payable in respect of the introduction of guests, green and caddie fees etc subject to the approval of the Management Committee.

#### **50. QUORUM OF THE GOLF COMMITTEE**

At meetings of The Golf Committee three shall form a quorum.

#### **51. COMMITTEE MEETINGS**

The Golf Committee shall meet at least once in each calendar month and minutes shall be taken by the Manager at every meeting. These minutes shall be distributed to the members of The Golf Committee, the members of The General Committee and the Board of Governors.

#### **52. NOTICE OF MEETINGS**

Three clear days notice at least shall be given of all meetings unless all the members of The Golf Committee agree to accept shorter notice.

#### **53. BOOKS OF ACCOUNT**

Proper books of account shall be kept in which a true and satisfactory account of all transactions shall be recorded. Any statements required shall be extracted and prepared therefrom and certified by the Chairman. The books and accounts must be audited and certified by the auditor appointed by The DHA who shall have access to the same at all times. No Member holding office or their immediate family shall be elected as auditor.

#### **54. ANNUAL GENERAL MEETING**

The Annual General Meeting of The Golf Club shall be held as soon as possible after the end of the Financial year, i.e. 31<sup>st</sup> March, before the Annual General Meeting of The DHA but after that of the DCC. A notice of the day, hour and business of the Annual General Meeting posted on the Notice Board of The Golf Club for at least fourteen days prior to the meeting, shall be deemed sufficient notification to Members.

#### **55. FORMAT OF ANNUAL GENERAL MEETING**

- a. Thirty members present shall constitute a quorum; should there be no quorum within thirty minutes after the advertised time for the meeting, the meeting shall stand adjourned to the same day in the next week at the same place and time and if that day be a public holiday the next succeeding day. The Members then present shall form a quorum.
- b. The procedure to be followed and the business to be dealt with at the Annual General Meeting shall be:

- i. To read the notice convening the meeting.
- ii. To confirm the minutes of the previous Annual General Meeting, and of any Special General meeting.
- iii. To receive and consider the Annual Report by the Chairman on the affairs of The Golf Club, together with duly audited Financial Statements for the year.
- iv. To deal with any proposed resolution concerning the affairs of The Golf Club, of which due notice must have been given in writing to The Manager of The Golf Club, at least seven days before the date of the meeting.
- v. To appoint members of The Golf Committee in terms of Clause 41.
- vi. Failing the presence of the Chairman at the Annual General Meeting of THE GOLF Club, the Captain of The Golf Club or other nominated person shall act as Chairman of the Annual General Meeting; and the same procedure shall be applicable, mutates mutandis, in the case of Special General Meetings of The Golf Club.

**56. URGENT BUSINESS**

The Golf Committee may, however, at any meeting of Members, without prior notice, bring forward any business which it considers requires an urgent decision or action by Members of The Golf Club.

**57. SPECIAL GENERAL MEETINGS**

A Special General Meeting may be called by the Golf Committee at any time.

**58. SPECIAL GENERAL MEETING REQUESTED BY MEMBERS**

The Committee shall call a Special General Meeting immediately on receipt of a requisition signed by at least twenty Members of The Golf Club and such requisition must specify the object for which the meeting is desired.

**59. NOTICE OF SPECIAL GENERAL MEETING**

The notice calling a Special General Meeting shall state the object for which the meeting is called, and no other business other than strictly related to such business may be transacted at such meeting. For any Special General Meeting at least twenty one days notice shall be given, the time and place shall be fixed by The Golf Committee and a notice of meeting shall be posted on the main notice board of the Golf Club.

**60. QUORUM AT SPECIAL GENERAL MEETING**

A quorum shall be thirty ordinary members present; should there be no quorum within thirty minutes of the advertised time for a meeting, adjournment shall be effected for one week when the meeting shall be held at the same place and hour, regardless of the number of Members who may be in attendance.

**61. VOTING AT GENERAL MEETINGS AND HOLDING OFFICE**

The right to vote at General Meetings and hold office in The Golf Club shall be restricted to Full and Primary Members, who are resident on the Estate and pay full subscriptions, and to Honorary Life Members. No proxy voting shall be allowed.

**62. DISQUALIFICATION FROM VOTING**

Any Member in arrear with any payment due to the DHA, the DCC or The Golf Club shall be disqualified from voting and shall not be eligible to hold office in The Golf Club during the time any such payment is in arrear, nor may such Member attend any General Meeting of The Golf Club.

**63. REGISTER OF MEMBERS**

An up to date and correct register of Members shall be maintained in accordance with the membership categories stating full residential addresses and shall reflect the ownership of an erf or the membership of a Close Corporation, if applicable, or the erf of residence if a tenant.

**64. COMPLAINTS AND SUGGESTIONS**

All complaints and suggestions shall be submitted in writing to The Manager of the DCC who will if necessary submit them to The Golf Committee whose decisions shall be final.

**65. NOTICES TO MEMBERS**

Golf Club notices to Members shall be posted on The Golf Club notice board and shall be regarded as sufficient notice to each individual member.

**66. CLUB CHAMPIONSHIPS**

Only Members with official handicaps at The Golf Club will be eligible to play in the Ladies or Men's Club Championships.

**67. LADIES SECTION**

- a. The Golf Club shall contain a Ladies Section made up of all the Lady members of The Golf Club, Membership categories and rules being the same as those of the Golf Club.
- b. The Ladies section shall draw up Rules for the Ladies Section but no such rules shall be operative until approved by The Golf Committee.
- c. The Lady Captain shall be automatically a member of The Golf Committee.

**68. INTERPRETATION**

Should any issue or dispute arise as to the proper construction and interpretation of any of this Constitution this matter shall be referred to the Board of Governors whose decision shall be final and binding upon Members.

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