

## CONSTITUTION

### THE WANDERERS GOLF CLUB

#### 1. NAME

The name of the Club is The Wanderers Golf Club, hereinafter called ("the Club").

#### 2. RECORDAL

2.1 It is recorded that The Wanderers Golf Club and The Wanderers Club entered into an agreement dated 23<sup>rd</sup> August 2004 in terms of which, inter alia, it was agreed that certain terms and conditions of the said agreement would take precedence over this constitution. The said agreement which shall hereinafter be referred to as the Main Agreement shall prevail in the event of any conflict between the Main Agreement and the Constitution. A copy of the Main Agreement is available for inspection at the Club's offices

2.2 Affiliate members - By virtue of the terms and conditions of the Main Agreement all existing Wanderers Golf Club life, ordinary, special, junior, student and intermediate members and all new Wanderers Golf Club life, ordinary (including intermediate ordinary), week-day (including intermediate week-day), junior, student and special members shall be deemed to be affiliate members of The Wanderers Club. The rights and benefits pertaining thereto are recorded in the Affiliate Agreement entered into by and between the Club and The Wanderers Club dated 23<sup>rd</sup> August 2004, a copy of which is available for inspection at the Club's offices.

#### 3. COLOURS AND BADGE

The colours will be black, scarlet and gold and the badge on a black or navy background, shall be two prancing horses in gold harnessed to a gold chariot driven by a charioteer in a scarlet cloak above a horizontal gold and scarlet bar with a pair of crossed golf clubs below it.

#### 4. LEGAL STATUS

4.1 The Club is and shall continue to be a distinct and separate legal entity with the power to acquire, to hold and to alienate property of every description whatsoever and with the capacity to acquire rights and obligations and having perpetual succession.

4.2 The Club is and shall be a juristic person and can act and be acted against in its own name and may be represented in any legal proceedings by any person or persons delegated for such purposes by the General Committee of the club from time to time.

4.3 The property and funds of the Club vest in the Club as a juristic person and no member of the Club shall be liable for the debts of the Club.

5. POLICY

The Club is non-proprietary, non political, non-sectarian, non discriminatory and an association not for gain.

6. OBJECTS OF THE CLUB

The objects of the Club are and shall be :-

- 6.1 to administer, promote, foster and encourage the game of golf;
- 6.2 to provide its members with facilities for playing the game of golf and all amenities and facilities associated therewith including golf instruction facilities;
- 6.3 to hold and arrange matches, competitions and functions of any nature necessary for the fulfillment of the objects of the Club;
- 6.4 to arrange for, grant and contribute towards the provision of trophies, prizes, awards and distinctions;
- 6.5 to purchase, sell, hire, let or otherwise acquire or dispose of or deal with any property, movable or immovable, which may be required for the purposes of, or be capable of being used in connection with, any of the objects of the Club, including, without limiting the objects and powers of the Club and at all times subject to the terms and conditions of the Main Agreement :-
  - 6.5.1 the procurement and provision of amenities and other conveniences considered by the Club to be necessary for fulfillment of the objects of the Club;
  - 6.5.2 the erection, maintenance, improvement or alteration of any building, or structures;
- 6.6 to enter into such arrangements with appropriate authorities as the Club may deem conducive to its objects or any of them, and to obtain from such authorities any rights, privileges and concessions which the Club may deem advisable to obtain; and, whenever the Club deems it necessary, to apply to any authority to authorize the doing and performing of any object of the Club, or for any authority deemed necessary in connection therewith;
- 6.7 to accumulate capital for any purpose of the Club, either by capitalizing unexpended income or otherwise, and to appropriate any of the Club's assets for specific purposes, either conditional or unconditional;
- 6.8 to subscribe, administer and invest the funds of the Club in :-

- 6.8.1 any recognized A grade banking institutions, in the form of savings accounts, fixed deposits and other recognized instruments available at such banking institutions;
- 6.8.2 the purchase of land, buildings, debentures, securities and all kinds and descriptions of movable and immovable property, with specific power to sell, lease, mortgage, dispose of, give in exchange, work, develop, build, improve, turn to account and deal with all or any part of the property and rights of the Club, on any terms which may from time to time be deemed fit by the Club subject at all times to the terms and conditions of the Main Agreement.
- 6.9 subject to the provisions of paragraph 6.8 above to invest and deal with any monies of the Club not immediately required for carrying on the business of the Club, upon such securities and in such manner as may from time to time be determined by the Club, and to realise, vary, reinvest or otherwise deal with such securities;
- 6.10 to borrow, raise and secure the payment of money in such manner as the Club may deem fit, and to pledge, mortgage or otherwise secure, for the repayment of such monies, all or any of the property and assets of the Club subject to the provisions of the Main Agreement.
- 6.11 to buy, supply, sell and deal in all kinds of golf equipment and accessories and all apparatus used in connection with golf activities and all kinds of provisions and refreshments required or used by Members of the Club, guests, visitors or other persons frequenting the Club, grounds, premises or Club houses of the Club subject to the provisions of the applicable Liquor Act;
- 6.12 to purchase, hire, provide and maintain all kinds of furniture, implements, tools, utensils and other things required or which may be convenient to be used in connection with the grounds and the premises;
- 6.13 to raise money by means of subscriptions, contributions, levies, entrance fees, tournament fees, gate money, hiring advertising space, hiring of club venues and/or grounds, green fees, caddy fees etc subject to the provisions of any applicable Liquor Act and subject to the rules and regulations of the club at all times;
- 6.14 to subscribe to, take over, or become a member of or be affiliated or merge with other associations or Clubs ("the other club") having objectives wholly or in part similar to the objectives of the Club, or the establishment or promotion of which may be beneficial to the Club subject to the terms and conditions of the Main Agreement which where applicable shall be incorporated into the constitution and/or rules and regulations of such "other club" or association;
- 6.15 to apply to any Liquor Licensing Board or any other competent authority for the grant or renewal of any licence for the sale of liquor which the Club may require for the purpose of carrying on its business and to accept transfer of any such licence or licences.

- 6.16 to do all such other things as are incidental or conducive to the attainment of the above objects;

## 7. LIMITATIONS

The income and property of the Club whencesoever derived shall be applied solely towards the promotion of its objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the Club: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Club or to any member thereof in return for any service actually tendered to the Club.

## 8. MEMBERSHIP

- 8.1. The classes of membership shall be as follows:

8.1.1 Ordinary Members, and

8.1.2 Weekday Members,

who shall be entitled to the privileges of the Club and under such conditions as may be determined by the General Committee of the Club from time to time.

8.1.3 Intermediate Ordinary Members, and

8.1.4 Intermediate Weekday members,

who shall be entitled to the privileges of the Club and under such conditions as may be determined by the General Committee of the Club from time to time. Intermediate membership shall be restricted to members aged 19 (nineteen) to 29 (twenty nine).

8.1.5 Absentee Members -

Being certain members who reside for not less than 9 (nine) months in any one calendar year outside the Republic of South Africa and who are entitled to all the rights and privileges of Ordinary or Weekday members (as the case may be). Absentee status must be confirmed to the General Committee each year. On returning to the Republic of South Africa such member shall immediately notify the Club and shall become liable for such subscription as the General Committee may decide. Any absentee member who, for a period of 12 (twelve) calendar months after the subscription becomes due, fails to pay, shall be deemed to have resigned and shall cease to be a member with effect from the expiry of the said 12 (twelve) months. Absentee membership shall be restricted to applicants who have previously been members of the Club in any of the classes referred to in 8.1.1 - 8.1. 4.

#### 8.1.6 Country Members -

who shall be entitled to the privileges of the Club and under such conditions as may be determined by the General Committee of the Club from time to time. Country membership shall be open to applicants residing permanently beyond a radius of 80 (eighty) kilometres from the Clubhouse and who have no place of business or residence within a radius of 80 (eighty) kilometres from the Clubhouse and who are members of a recognised golf club. Country status must be confirmed to the General Committee each year.

#### 8.1.7 Junior Members –

Shall be a person between the ages of 12 (twelve) and 18 (eighteen) years elected to such membership and permitted by the committee to use the Club amenities under such conditions as the General Committee may determine. The number of junior members shall be at the discretion of the General Committee. A person having attained the age of 18 (eighteen) years shall remain a junior member until the end of the year in which such person reaches such age. At the commencement of the subsequent year that person shall no longer be regarded as a junior member and shall be entitled to become a student or intermediate member, as the case may be, on payment of the appropriate subscription.

#### 8.1.8 Student Members -

Who shall be entitled to the privileges of the Club and under such conditions as may be determined by the General Committee of the Club from time to time. Student membership shall be restricted to *bona fide* students younger than 25 (twenty five) save and except that upon application and in *bona fide* cases the General Committee may, at its discretion, consider granting student member status to students 25 (twenty five) or older. The General Committee of the Club shall at its own discretion decide whether applicants conform to this requirement and shall be entitled any time to request verification of such student status of any such member.

#### 8.1.9 Honorary Members -

The General Committee of the Club shall have the power to confer honorary, member status, provided that no person residing within 16 (sixteen) kilometres of the Club house is eligible as an honorary member of the Club, save where -

such eligibility is, in terms of the rules of the Club, granted by reason of such person holding some public office or at the discretion of the General Committee being a *bona fide* candidate for membership and having conferred some special benefit upon or rendered special services to the Club, or by resolution of the General Committee of the Club such person is allowed the privileges of membership while engaged in any match or competition.

Honorary members shall be entitled to the privileges of the Club as may be determined by the General Committee of the Club from time to time, without payment of entrance fees and annual subscription and subject to any applicable Liquor Act, as amended.

#### 8.1.10 Life Members -

The General Committee of the Club shall have the power to recommend to any Annual or Special General Meeting the election of life members in recognition of exceptional and special services rendered to the Club and who shall for their lifetime have the privileges of the Club as may be determined by the General Committee of the Club from time to time, without payment of entrance fees or annual subscription.

At least two-thirds of the votes cast at such General Meetings must be in favour of such nomination.

#### 8.1.11 Honorary Special Ordinary Members -

Who shall be entitled to the privileges of the Club and under such conditions as may be determined by the General Committee of the Club from time to time, without payment of annual subscriptions.

Members automatically eligible for this class are:

- (i) Members who have reached the age of 75 (seventy five) years and had 50 (fifty) years continuous membership or;
- (ii) Members who have reached the age of 80 (eighty) years and had 40 (forty) years continuous membership or;
- (iii) Members who, at 1<sup>st</sup> March 2004, were members of The Wanderers Golf Club and who were also Honorary Special Members of The Wanderers Club by virtue of having reached the age of 75 (seventy five) and having 50 (fifty) years continuous membership or;
- (iv) Members of the Wanderers Golf Club who were not members of The Wanderers Club on the 13<sup>th</sup> day of June 1973 as defined in appendix Section 1 headed "Wanderers Golf Club pre 1973 ordinary members"

#### 8.1.12 Temporary members -

shall be confined to persons temporarily resident in the Republic of South Africa and who shall be entitled to the privileges of the Club and upon such terms and conditions as may be determined by the General Committee from time to time. This will be limited to a maximum two-year period.

#### 8.1.13 Social A members -

who shall be entitled to the privileges of the Club and shall be allowed limited use of the golfing facilities and under such conditions as may be determined by the General Committee of the Club from time to time.

#### 8.1.14 Social B members -

who shall be entitled to the privileges of the Club and under such conditions as may be determined by the General Committee of the Club from time to time, but shall not be entitled to the use of golfing facilities.

#### 8.1.15 Pre 1<sup>st</sup> March 2004 Member classes and classification

Being certain members who had various privileges and benefits conferred upon them under the previous constitution (and amendments thereto) of the golf Club as well as certain members who had privileges and benefits conferred upon them under the previous constitution (and amendments thereto) of The Wanderers Club. The said classes and classification of membership shall, at the discretion of the General Committee and in the interests of the Club, where possible and where practical be acknowledged and the benefits retained. These classes and classifications are recorded in the appendix hereto which shall form part of this constitution.

#### 8.2 Members Re-Joining

The General Committee shall have the power to re-admit to membership of the Club, former members who for any reason have relinquished or have been deprived of their membership, on such terms and conditions as the General Committee shall determine in each particular case from time to time.

#### 8.3 Change of membership Class

Should any member wish to propose a new class of membership or a change to any class of membership or to confer a benefit upon a particular class of membership, a written proposal to this effect must be submitted to the General Committee who, if in agreement, shall refer same to the members at a Special General Meeting where a majority of three-fourths of members present and eligible to vote will be required to ratify such proposal.

#### 8.4 Application for Membership

8.4.1 Any person applying for membership shall be required to complete such membership application form as may be prescribed by the General Committee from time to time. The application shall in all respects comply with the provisions of this Constitution.

- 8.4.2 The signed form of application for membership shall be a distinct acknowledgement and agreement by the Applicant to be bound by the constitution and the rules of the club and all bye-laws made from time to time.
- 8.4.3 A list of names of such applicants together with the names of their proposers and seconders shall be displayed on the notice board at the Club house for a period of 21 (twenty one) days. Any member of good standing shall be entitled before the expiry of the said 21 (twenty one) days period to lodge an objection to the election of any applicant for membership and to submit such objection together with the reasons therefor in writing to the General Committee for consideration at its next meeting.
- 8.4.4 The General Committee shall be entitled, but not obliged, to take into account any of the objections received.
- 8.4.5 The rights, duties and privileges of membership shall only become effective after the payment of the relevant entrance fee and/or annual subscription fee and after receipt of official notification of election. The General Committee may however, at its discretion and pending the aforesaid, extend such privileges to such applicant as it deems fit.
- 8.4.6 A candidate may be withdrawn from nomination by the candidate's proposer and seconder at any time before the meeting of the General Committee to consider same.
- 8.4.7 Notwithstanding anything to the contrary contained herein, the General Committee shall have the right to refuse membership to any applicant without the necessity of giving any reason for the refusal in which event the proposer and seconder will receive notification from the General Committee.
- 8.4.8 Rejected candidates shall not be entitled to seek election within 6 (six) months of date of the rejection. If, however, at any time after rejection of a candidate it appears that the said candidate was rejected under a misapprehension or mistake as to identity, or owing to incorrect information having been given, the General Committee shall have the power to reconsider such application forthwith.
- 8.4.9 Candidates for membership
- 8.4.9.1 Any candidate for election as a member shall be proposed by 1 (one) Member of the Club and seconded by another, in writing. Only a life, or ordinary member who has been a member as such for not less than 3 (three) years can propose and second an application.



- 8.4.9.2 No member shall propose or second or support by the members' signature a candidate not personally known to the member. If a committee member proposes or seconds an application for membership that committee member shall not be entitled to vote on such application for membership. No member shall be entitled to propose or second more than 4 (four) applicants in any one calendar year.
- 8.4.9.3 Should a candidate, ineligible for any reason whatsoever, inadvertently be admitted as a member of any class, the General Committee may declare such candidate's election void and shall give the candidate notice to that effect and shall return any subscription and/or entrance fee paid less any administrative fee and disbursement incurred as a result thereof.
- 8.4.9.4 If at any time after the election of a member it appears that the member has been elected under a misrepresentation or mistake as to identity, owing to incorrect information having been given, the General Committee shall have the power to cancel such election. The person whose election is thus cancelled in terms of this clause, shall thereupon cease to be a member of the Club, shall have no claim whatsoever against the Club for damages, return of entrance fee or subscription on any ground whatsoever, but the General Committee shall be entitled to make such *ex gratia* refund of the entrance fee or subscription as it may consider appropriate.
- 8.5 The voting by the General Committee on the election of an applicant shall be by ballot, conducted in such manner as the General Committee may determine from time to time. On election of a member of any class the Club shall notify the member of same and shall advise the member that a copy of the Constitution and Rules of the Club is available, on request at the club's offices. The onus of obtaining the Constitution and the Rules of the Club shall rest with the Member.
- 8.6 Membership cards
- 8.6.1 The Club shall issue such member a membership card for the current period of membership, which card may not be transferable.
- 8.6.2 Members must produce their membership cards whenever called upon by an official of the Club to do so. Refusal or inability to produce the card may deprive such member of the privileges of membership on that occasion.
- 8.7 The General Committee shall, at its discretion, be entitled to close and open from time to time the list of candidates for all classes of membership and if deemed necessary institute a waiting list.

- 8.8 The General Committee shall at its discretion have the right of its own accord or upon application from any member giving one month's notice thereof, to transfer membership from one category to another. In effecting such transfer the General Committee shall decide upon the entrance fee, if any and the subscription to be paid by such member.

## 9. ENTRANCE FEES AND SUBSCRIPTIONS

- 9.1 The entrance fees for members of any class or category shall be such sum as the General Committee shall from time to time determine. The General Committee shall have the right from time to time at its absolute discretion to remit entrance fees or determine the manner of payment in respect of any candidate for membership.

- 9.2 The annual subscription payable by members of any class or category shall be such sum as the General Committee shall from time to time determine. Members joining during a year shall be liable to pay a *pro rata* portion of the annual subscription for that year. The General Committee shall have the right from time to time at its absolute discretion to remit, the annual subscription and/or levy of any member for such period and on such conditions as the General Committee may determine.

In deserving cases at the discretion of the General Committee and upon application in writing, the General Committee may authorize a reduction in the subscription payable by a member upon such terms and conditions as the General Committee may stipulate. All subscriptions reduced in terms of this paragraph will be reviewed as and when the General Committee sees fit.

- 9.3.1 All entrance fees and subscriptions payable by Members shall become immediately due and payable on election. Annual subscriptions shall be due and payable annually in advance by not later than the 1<sup>st</sup> January of each year.
- 9.3.2 The General Committee shall conduct an annual review of subscriptions for pre 1<sup>st</sup> March 2004 member classes.

## 10. RIGHTS AND PRIVILEGES OF MEMBERS

Membership does not and shall not give to any member of any class, any right, title, interest, claim in and to any of the property or assets of the Club, but only confers upon such members the right and privilege of entering in and upon the grounds and property of the Club and of using and enjoying them, subject to such charges and reasonable restrictions as the General Committee may, from time to time, impose and subject to the Rules and Bye-Laws of the Club and the provisions of the applicable Liquor Act.

- 10.1 Only ordinary (which includes intermediate ordinary), life and those pre 1<sup>st</sup> March 2004 member classes who had such rights under the previous constitution and who have discharged all their duties in terms of the Constitution shall be:-

- 10.1.1 entitled to speak and vote at an Annual General Meeting / Special General Meeting;

- 10.1.2 eligible to be elected as a member of the General Committee of the Club subject, however, that such member has been a member of the Club for an unbroken period of 2 (two) years;

## 11. LADIES GOLF

The General Committee shall be obliged to constitute a ladies golf section in accordance with the rules and regulations of ladies golf as laid down by the South African Ladies Golf Association and Central Gauteng Ladies Golf Union (or such other successor bodies) provided same is not inconsistent with the constitution, rules and regulations of the Club. Once constituted the said ladies section shall compile bye-laws for the conduct and internal management of the section. Such bye-laws and any amendments thereto must be approved by the General Committee before becoming operative. The affairs of the ladies golf section shall be managed by its own committee comprising the Captain of the Club who shall ex officio be Chairman and 7 (seven) members elected annually at a General Meeting of the members of the section. No bye-law shall be repealed or amended and no new bye-law shall be made save by a two thirds majority of members of this section present at a General Meeting of the said section. The Annual General Meeting of this section shall be held each year within four weeks of the Club Annual General Meeting to elect officers and to consider any special business of which due notice has been given. Formalities for such meeting shall be in accordance with the provisions of Rule 16.

## 12. TERMINATION OR SUSPENSION OF MEMBERSHIP

- 12.1 A member may resign from the Club on written notice provided that such notice is received by the Club prior to the 1<sup>st</sup> January failing which such member shall be liable for payment of a further subscription for the ensuing year. Such member who resigns shall not be entitled to a refund of any fees or amounts paid in respect of any period after date of resignation.

- 12.2 All subscriptions shall be due on the 1<sup>st</sup> January. If any member fails to pay subscriptions or levies, entrance fees, accounts with the Club or other dues, within one month after such date the member's name may at the discretion of the General Committee be placed on the Notice Board of the Club. Notice thereof shall be sent to the defaulter at the latest recorded address and if the subscription or otherwise is not paid within 30 (thirty) days of such notice, the defaulter shall cease to be a member of the Club. No member shall be entitled to any of the privileges of the Club if the member's subscription or otherwise is more than one month in arrears.

The General Committee may however reinstate a defaulter on receipt of payment of all arrear subscriptions or other payment upon such conditions as the General Committee may deem fit.

12.3 The General Committee shall have the power to take such steps as it may deem fit against any member failing to comply with or contravening this Constitution, any of the Regulations and Rules of the Club, any Resolutions adopted and rulings made by the Club or its General Committee, any contract entered into by the Club, any competition established by the Club, or the Rules of Golf; and the rules of amateur status as approved by the Royal and Ancient Golf Club of St. Andrews and in general, to take such steps against any member, whose action, or lack of action in its sole opinion are / is detrimental to the best interests of the Club and the game of golf.

12.3.1 Notwithstanding anything to the contrary contained in this Constitution the General Committee may delegate its powers in terms of this paragraph to a committee or tribunal or an ad hoc committee established from time to time who shall act for a specific purpose and for a specific period of time and may for this purpose, issue regulations regarding any matter which shall or may be prescribed in terms of this paragraph, including procedure to be observed in the conduct of hearings, rights of appeal and in general with regard to any other matter which it deems necessary or expedient to prescribe in order to achieve or promote the objects of this paragraph.

12.3.2 The term “such steps” shall specifically include (but not to the exclusion of any other measure), expulsion, suspension or the imposition of a monetary fine, the amount/s whereof shall be determined by the General Committee from time to time.

### 13. OFFICIALS

#### 13.1 President and Vice-President

13.1.1 A president and vice president, being only from the class of life or ordinary members, shall be nominated by the General Committee and elected by the members at an Annual General Meeting or Special General Meeting for that purpose. A president and vice president shall be elected for a period of 5 (five) years and shall cease to be president or vice president at the conclusion of the Annual General Meeting in the year 5 (five) years after being elected.

The role of a president (and vice president who shall assume the president's status in his absence) shall be of a consultative and advisory capacity. Minutes of all meetings shall be made available to the president (and vice president) on request at any time

#### 13.2 The General Committee

13.2.1 The General Committee shall be elected at each Annual General Meeting and shall comprise the captain, vice captain, chairman of finance and 4 (four) elected members all of whom shall be life or ordinary members

- 13.2.2 The Chairman of Finance shall be elected at each Annual General Meeting and shall have obtained an accounting qualification from a recognized institution and/or have proven appropriate senior financial experience.
- 13.2.3 A captain and vice captain shall be elected at each Annual General Meeting.
- 13.2.4 Members of the General Committee shall be nominated and elected by ballot at each Annual General Meeting, and shall hold office until the next Annual General Meeting when they shall retire but shall be eligible for re-election provided they have been duly nominated.
- 13.2.5 Candidates for election to the aforesaid offices shall be nominated in writing, signed by two ordinary or life members of the Club (and countersigned by the nominee), which nominations shall be in the hands of the Manager and posted on the Club notice board together with the names of the retiring members offering themselves for re-election, not less than 21 (twenty one) days before the date of the Annual General Meeting. Such nomination shall also be included in the Notice of the Annual General Meeting.
- 13.2.6 In the event of there being more than 4 (four) persons standing for election, or more than one person in the case of the office of captain or vice captain or chairman of finance, the election shall be by ballot of the members present and eligible to vote. Votes cast for less than 4 (four) candidates for the elected members shall be invalid. The management and control of the property, funds and affairs of the Club shall be vested in a committee consisting of the 7 (seven) members referred to in clause 13.2.1, known as the General Committee of the Club.
- 13.2.7 The General Committee shall elect a Chairman and Vice Chairman from among its number excluding the Chairman of Finance, provided that they have served at least 1 (one) year on the General Committee of the Club
- 13.2.8 A chairman shall not be entitled to be nominated for the office of chairman for the ensuing year after having completed a term as chairman for 3 (three) years. Likewise, a captain shall not be entitled to be nominated as captain for the ensuing year after having completed a term as captain for 2 (two) years save and except in exceptional circumstances as determined by the members at a General meeting and upon recommendation of the General Committee in which event the term of office may be extended for a further year.
- 13.2.9 A Chairman of Finance shall not be entitled to be nominated for the office of Chairman of Finance for the ensuing year after having completed a term as such for 3 (three) years, save and except in exceptional circumstances as determined by the members at a general meeting and upon recommendation by the General Committee in which event the term of the office may be extended for a further year.

- 13.2.10 The Chairman of Finance shall -
- (i) consider such financial matters regarding the Club as the General Committee may from time to time submit to him for consideration;
  - (ii) consider such financial matters regarding the Club as determined by the Chairman of Finance, including all matters pertaining to the financial stability and solvency of the Club, and the Chairman of Finance shall make recommendations to the General Committee regarding the management and control of the funds of the Club.
  - (iii) shall, together with the Chairman and other designated General Committee members, as required, represent the Club at any meetings with The Wanderers Club relating to financial issues as contemplated in the Main Agreement.

13.3 All acts done by the General Committee or its members in the *bona fide* execution of their duty shall be deemed to have been done by the Club as a whole and the members of the General Committee in their individual capacities shall incur no liabilities in respect of such acts.

13.4 In the event that this constitution is adopted prior to the election of the General Committee at an Annual General Meeting, the existing committee in office immediately prior to such adoption shall be deemed to be the General Committee in terms of the constitution pending the election of the General Committee at the ensuing Annual General Meeting. The authority and powers given to the existing Committee by the members by virtue of their office shall continue from the date of the adoption of this constitution (with or without modification) until the ensuing Annual General Meeting of the members of the club.

#### 14. POWERS OF THE GENERAL COMMITTEE

14.1 The General Committee shall, in addition to the powers specially conferred upon it by this Constitution, have the following powers:

14.1.1 to fill such vacancy or vacancies, including that of the Chairman, vice Chairman, Captain or Vice-Captain or Chairman of Finance, in its number as may occur;

14.1.2 to form or appoint sub-committees for special purposes and to delegate and vary powers to such sub-committees. At least one member of the General Committee shall at all times oversee such sub-committee and all decisions taken or made by the said sub-committee shall be subject to the consent of such General Committee member first being had and obtained. The appointment of a Chairman of such sub-committee(s) shall be confirmed by the General Committee at the first General Committee meeting pursuant to the election of such General Committee at an Annual General Meeting;

- 14.1.3 to form or disband sections or sub-sections for particular purposes and to make, amend and rescind bye-laws, rules and regulations provided same are not inconsistent with the Constitution of the Club;
- 14.1.4 to decide all points of dispute and the General Committee's ruling thereon to be final and binding;
- 14.1.5 to appoint a Club Manager and other employees of the Club upon such terms of engagement and salary as it shall think fit, and to control and dismiss all such employees;
- 14.1.6 to grant consent to persons, not members of any class, to use the Club's property, or to enter the grounds or buildings used or owned by the Club, upon such terms and conditions as the General Committee may think fit, or to refuse consent at its discretion provided same is subject to the provisions of the applicable Liquor Act.
- 14.1.7 to appoint one or more trustees (who need not be members of the Club) to take charge of and administer any funds of the Club for any specific purpose on such terms as it may think fit, and to define and determine the conditions of such appointment and terminate any such appointment.
- 14.1.8 to borrow or raise money for the purpose of the attainment of the Club's objects or any of them, provided same is subject to the Main Agreement and further provided that borrowings are limited to R1 million (escalated annually by the CPIX) in any one transaction, failing which approval of two thirds of the members present and voting at a General or Special Meeting is required.
- 14.1.9 to apply to any Liquor Licensing Court or other competent authority for the grant to the Club of any licence for the sale of liquor which the Club may require for the purpose of carrying on its business, and to accept transfer of any such licence or licences;
- 14.1.10 to institute, conduct, defend, compound or abandon any legal proceedings by and against the Club, or its officers or otherwise concerning the affairs of the Club; and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Club;
- 14.1.11 to refer any claim or demand by or against the Club to arbitration and to perform or refuse to perform the award;
- 14.1.12 to invest and deal with any moneys of the Club not immediately required for the purposes of the Club upon such securities and on such terms as it may think fit provided same is in accordance with the objects of the Club and in particular subject to clause 6.8 thereof, and from time to time to vary or realise such investments in accordance with the objects of the Club ;

- 14.1.13 to acquire any movable or immovable property for the Club calculated to benefit and to advance its objects provided same does not exceed the sum of R1 million (escalated annually by CPIX) in any one transaction, failing which approval of two thirds of the members present and voting at a General or Special Meeting is required.
- 14.1.14 to sell, lease, alienate or otherwise dispose of part or parts of the movable or immovable properties of the Club as it may think most beneficial to the members of the Club, provided same is subject to the terms and conditions of the Main Agreement and provided same does not exceed R1 million (escalated annually by CPIX) in any one transaction, failing which three fourths of the votes of the members present and voting at a General or Special General Meeting of the Club called for the purpose must be in favour of such resolution;
- 14.1.15 subject to the provisions of any applicable Liquor Act, to give and grant and withdraw reciprocal membership to such members of such other clubs on such terms and conditions as the General Committee may from time to time determine.
- 14.1.16 to enter into reciprocal membership arrangements with other clubs for and on behalf of the Club's members.
- 14.1.17 to co-opt, at its discretion, a member or members for any purpose;
- 14.1.18 to do all such other things as may be necessary for properly carrying out the objects of the Club.

## 15. MEETINGS OF THE GENERAL COMMITTEE

- 15.1 The General Committee shall meet at least once every 2 (two months) and at all such other times as may be necessary for the transacting of business. At all General Committee Meetings a number in excess of 50% (fifty per centum) of the members shall form a quorum.
- 15.2 Any member who absents himself from three consecutive meetings without leave (provided such three meetings do not take place within less than 30 days) shall cease to be a member of the General Committee. The Club, on the instructions of the Chairman, or on the written request of at least 2 (two) committee members, shall convene a General Committee Meeting.
- 15.3 Failing the presence of the Chairman or Vice-Chairman at Committee meetings the General Committee shall elect its own Chairman. The Chairman, of any meeting shall have a casting as well as a deliberate vote. The General Committee shall cause proper books of account to be kept, and shall keep proper minutes of all meetings of the Club and of the General Committee. The General Committee shall record all resolutions and proceedings at meetings. Any such minutes, or an extract therefrom signed by the Chairman of the meeting in question shall be received as *prima facie* evidence of the matter stated in such minutes or extract.



## 16. ANNUAL GENERAL MEETING

- 16.1 The Annual General Meeting of the Club shall be held as soon as possible after the end of the Financial Year, 31st December, but not later than the 30th April in each year. A notice of the day, hour and business of the Annual General Meeting posted on the Club notice board for at least 14 (fourteen) days previous to the meeting, shall be deemed to be sufficient notification to members.
- 16.2 25 (twenty five) members present shall constitute a quorum; should there be no quorum within 30 (thirty) minutes after the advertised time for the meeting, an adjournment shall be made 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.
- 16.3 Procedure:
- 16.3.1 To read the notice convening the meeting;
- 16.3.2 To confirm the minutes of the previous Annual General Meeting, and of any Special General Meeting;
- 16.3.3 To receive and consider the Annual Report by the General Committee on the affairs of the Club, together with a duly audited Balance Sheet and Statement of Accounts for the relevant year;
- 16.3.4 To elect any Life Member, President or Vice-President proposed by the General Committee;
- 16.3.5 To elect a Captain and Vice Captain for the ensuing year.
- 16.3.6 To elect a Chairman of Finance for the ensuing year;
- 16.3.7 to elect committee members for the ensuing year;
- 16.3.8 To appoint an Auditor;
- 16.3.9 To deal with any proposed resolution concerning the affairs of the Club, of which due notice must have been given in writing to the Manager at least 21 (twenty one) days before the date of the meeting.

## 17. SPECIAL GENERAL MEETING

- 17.1 A Special General Meeting may be called by the General Committee at any time.
- 17.2 In addition the General Committee must call a Special General Meeting on receipt of a requisition signed by at least 25 (twenty five) members and such requisition must specify the object for which the meeting is desired.

- 17.3 The notice calling a Special General Meeting must state the object for which the meeting is called, and no other business may be transacted at that meeting. For any Special General Meeting at least 21 (twenty one) days' notice shall be given; the time and place shall be fixed by the General Committee and a notice of meeting shall be posted to every member and shall be posted on the Club's notice board.
- 17.4 A quorum shall be 25 (twenty five) members present; should there be no quorum within 15 (fifteen) minutes of the advertised time for a meeting, called by the General Committee, the meeting shall be postponed to the same day and hour in the following week and at such adjournment meeting the members present shall be deemed to be a quorum. In the case of a Special General Meeting called by requisition of members, if no quorum be present, the meeting shall be dissolved in which event the costs of calling and convening such meeting shall be borne by those members responsible for its requisition and payable upon demand.

## 18. VOTING

- 18.1 The right to vote at General Meetings of the Club shall be restricted to ordinary (including intermediate ordinary), life, and those pre 1<sup>st</sup> March 2004 member classes who had such rights under the previous constitution.
- 18.2 Subject to any regulations framed by the General Committee under the powers conferred upon it by Rule 14 upon all questions submitted to all General Meetings and Committee meetings, each such member entitled to vote shall have 1 (one) vote. The Chairman, shall however have a casting vote in addition to the Chairman's deliberate vote.
- 18.3 Voting shall be by a show of hands unless the Chairman decides otherwise in which event voting shall be by ballot of the members present and eligible to vote. Where any resolution requires a three-fourths majority of members present, as contemplated herein elsewhere in this constitution voting shall be by ballot of the members present and eligible to vote.
- 18.4 In any ballot, two scrutineers shall be appointed by the Chairman, from amongst the members present.
- 18.5 No member shall be entitled to vote by proxy.
- 18.6 Any member in arrear with any payment due to the Club shall be disqualified from voting and shall not be eligible to hold office in the Club during the time such payment is in arrear.
- 18.7 The declaration of the result by the Chairman shall be conclusive.

## 19. BOOKS AND ACCOUNTS

- 19.1 A Register of Members shall be kept.

- 19.2 The General Committee shall cause proper books to 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 or auditor.
- 19.3 All moneys received must be deposited to the credit of the Club in a banking account and all disbursements must be effected as authorised by resolution of the General Committee.
- 19.4 The books and accounts must be audited and certified by an auditor duly appointed at the Annual General Meeting, who shall have access to the same at all times. No member of the General Committee shall be elected auditor.

## 20. VISITORS

Members may introduce visitors, subject to the rules and regulations of the Club. However, no person whose primary residence or business is situate within a radius of 80 (eighty) kilometers of the Club premises may be introduced by any member to the Club on more than one occasion in any one calendar month and then only on payment of such visitors green fees as the General Committee may from time to time determine and provided that the visitor's name is entered into the visitor's book and further provided that the terms and conditions of the applicable Liquor Act are at all times adhered to.

## 21. REFRESHMENTS AND BAR

- 21.1 Only *bona fide* members of the Club, including *bona fide* reciprocity members, shall be permitted to pay for refreshments supplied on Club premises, unless otherwise specifically permitted by any other licence held by the Club.

## 22. DISCIPLINE

- 22.1 Should any member, in the opinion of the General Committee, commit any willful breach of the Constitution, rules, regulations, or by-laws of the Club, or be guilty of improper, dishonest, unsportsmanlike or unseemly conduct, or of conduct unbecoming or which is prejudicial to the interests and reputation of the Club, whether within the Club's precincts or outside them or fail to pay monies due to the Club after due notice, the General Committee shall have the power :
- 22.2 to expel such member who shall be ineligible for re-election or;
- 22.3 to deprive such member of all or any rights, benefits and advantages of such member's membership during such time or period as the General Committee in its absolute discretion may deem fit and advisable; or
- 22.4 to call upon such member in writing to resign and if such member fails to resign within 7 (seven) days of the date of such request, to expel such member who shall be ineligible for re-election; or

- 22.5 to call upon such member to appear before the General Committee to explain such member's conduct and should such member fail to appear to suspend or otherwise deal with such member as the General Committee deems fit. At any such hearing the General Committee shall determine the procedure to be adopted, but the General 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 power to cross-examine any such witnesses and shall have the power to tender the evidence of any member or any other person such member may deem fit.
- 22.6 For the purpose of considering the expulsion of a member, a quorum in excess of 75% (seventy five per centum) of the General Committee shall be present. At least three- quarters of the votes of those present at such meeting must be in favour of the decision. It shall not be incumbent upon the General Committee to state its reason for such expulsion, and no member shall have cause for action for alleged wrongful expulsion.
- 22.7 Any decision taken by the General Committee shall be conveyed to such member and such member's proposer and seconder by registered post to their respective recorded addresses. Similarly, such decision shall be conveyed to the Central Gauteng Golf Union and/or such other Controlling Body of which the Club is a member provided such decision falls within the ambit of such controlling body.

### 23. RIGHT OF APPEAL

Any member who is dealt with in terms of Rule 22 shall have the right, within 7 (seven) days after receipt of the General Committee's decision, to appeal against such decision to a Special General Meeting of members. The meeting shall be convened forthwith upon receipt at the Club office of such notice of appeal and such deposit as determined by the General Committee as being sufficient to cover the expenses of convening and holding of such meeting. The deposit shall be refunded if the appeal is successful.

If the appeal fails the said member shall be responsible for the cost of convening and holding of the said meeting. The decision of the General Committee shall be carried out and not suspended pending the hearing of the appeal.

### 24. COMPLAINTS

All complaints or suggestions shall be made in writing to the Manager, who shall submit them to the General Committee. The decision of the General Committee shall be final. In no case shall a servant of the Club be reprimanded directly by a member.

### 25. GENERAL CLUB NOTICES

No paper, notice or placard, or electronic mail notice written or printed, shall be displayed on the Club premises or the Club's website without the sanction of the General Committee. General club notices to members of all classes shall be duly given by posting them on the Club's notice board and the posting thereof on the board shall be sufficient notice thereof to each individual member.

Special notices to members or personal notices shall be deemed to be properly delivered by posting them to the latest recorded addresses of such members held at the Club. Provided that: if the General Committee deems it expedient to do so, any notices may be transmitted by electronic mail to an electronic mail address furnished by the member to the Club.

26. RULES OF GOLF

The game of golf shall be played under the rules approved by the Royal and Ancient Golf Club of St. Andrews, and such bye-laws as may be framed from time to time by the General Committee. Every member shall be bound by and submit to the Constitution, rules, regulations and bye-laws of the Club

27. LIABILITY OF MEMBERS

The liability of members shall be limited to the amount of their annual subscription and other dues to the Club arising out of their membership.

28. LAW SUITS

All actions or suits at law brought by or against the Club shall be in the name of the Club.

29. CONSTITUTION

- 29.1 The Constitution of the Club may not be altered, amended or added to except at a Special General Meeting of members called for this purpose on not less than 21 (twenty one) days' notice.

Any proposed alteration, amendment or addition shall be open for inspection at the Club House to all members for a period of 14 (fourteen) days prior to such meeting and the notice calling such meeting need not specify the proposed alteration, amendment or addition, but shall specify the period during which such proposed alteration, amendment or addition shall be open for inspection. No resolution shall be passed unless adopted by not less than three-fourths of the votes cast by the members present and who are entitled to vote.

- 29.2 Any proposed change, amendment or addition to the constitution shall be referred to The Wanderers Club for perusal to ensure that the rights of The Wanderers Club conferred upon them in terms of the Main Agreement are protected.

### 30. EXCLUSION OF LIABILITY AND INDEMNITY

- 30.1 Neither the Club, its members nor the Members of the General Committee of the Club shall be responsible or may be held liable for any loss, death, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Club's property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, its members, the members of the General Committee of the Club, or anyone else for whose actions they or any of them would be liable in law, or by reason of *vis major, casus fortuitus*, rain or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Club or any building structures, or any defective facilities of the Club, or caused by any sporting activity carried out on the Club's premises, or by any other cause of whatsoever nature and howsoever arising.
- 30.2 Each member of the Club and/or dependants of such member shall, at all times, hold the Club and all members of the Club indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss, death or damage suffered by such member of the Club as a result of personal injury or patrimonial loss arising directly or indirectly from the participation of any person in any match or practice or related activity or any other activity of or presence at the Club or any of the members of the Club whether or not such injury, death, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Club, any Member of the Club, and/or any of their officials, employees and/or agents.

### 31. DISSOLUTION

- 31.1 The Club may be dissolved by a Resolution passed at a Special General Meeting called for that purpose provided that such Resolution is passed by a majority of three-fourths of the members present and entitled to vote at such a meeting and such Resolution is confirmed at a Special General Meeting held not less than 30 (thirty) days thereafter by a majority vote of members entitled to be present and vote thereon and provided same is in accordance with the terms and conditions of the Main Agreement.
- 31.2.1 In the event of dissolution as aforesaid, or if the Club is wound up or liquidated or in the event of a change in structure and/or nature of (i.e. a change in the objects of the Constitution of the Club as is presently recorded in this constitution) of the Club, the assets remaining after satisfaction of liabilities/creditors shall be given or transferred to The Wanderers Club failing whom to some other club, society or association having objects similar to those of the Club and which is itself exempt from tax in terms of S10(1)(CB) of the Income Tax Act (and its successor provisions),
- 31.2.2 No member shall in any manner whatsoever derive any benefit from the said assets or proceeds other than those benefits which a member is entitled to in terms of this constitution.

32. INTERPRETATION OF RULES

- 32.1 In case of doubt as to the meaning or interpretation of any of this Constitution or the Rules and Regulations of the Club, the General Committee shall be the final arbiter and its decision shall be final and binding.
- 32.2 Where the context so requires singular words shall be deemed to import the plural and vice versa.
- 32.3 Where the context so requires, the masculine shall be deemed to import the feminine and vice versa.