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**CONSTITUTION**

of

**WINGATE PARK COUNTRY CLUB**

(the "**Club**")

November 2009

## PART I – INTERPRETATION AND PRELIMINARY

### 1. PREAMBLE

The Members have agreed that the Club shall be run and the Members shall be bound by the provisions of this Constitution which embody the Objects of the Club.

### 2. DEFINITIONS AND INTERPRETATION

2.1. The headings of the clauses in this Constitution are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the provisions of this Constitution nor any clause hereof. In this Constitution, unless a contrary intention clearly appears:

2.1.1. any one gender includes the other;

2.1.2. words importing the singular include the plural and *vice versa*; and

2.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*.

2.2. The following defined terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:-

2.2.1. “**AGM**” means the annual general meeting of the Club;

2.2.2. “**Chairperson**” means the chairperson of the Club from time to time, and “**President**” shall have a corresponding meaning;

2.2.3. “**Club**” means Wingate Park Country Club situated at Norval Street, Moreleta Park, Pretoria;

2.2.4. “**Constitution**” means this constitution as amended from time to time;

2.2.5. “**Debenture**” means a debenture certificate which has been issued to a Member by the Club;

2.2.6. “**Debenture Holder**” means a person who is a registered holder of a Debenture;

2.2.7. “**Disciplinary Committee**” means a body of persons constituted at the AGM;

2.2.8. “**Executive Members**” means the President, Vice-President, Immediate Past President, Secretary and the Treasurer of the Club collectively, and “**Executive**” shall have a corresponding meaning;

- 2.2.9. **“Financial Year”** means the financial year of the Club, being the year ended 30 June of each year;
- 2.2.10. **“Foundation Member”** means a Member who is a Debenture Holder, and who is a Member who is of Jewish descent, or who is a Member who is a first generation descendant of a Jewish person who has met their obligations to the Club in terms of clause 10.5;
- 2.2.11. **“General Manager”** means a person appointed as such by the Governing Body;
- 2.2.12. **“Governing Body”** means the body contemplated in clause 15 hereof;
- 2.2.13. **“Honorary Life Member”** means a Member as contemplated in clause 8.5.1.2 hereof;
- 2.2.14. **“Immediate Past President”** means the former President of the Club who held the office of President immediately prior to the election of the incumbent President;
- 2.2.15. **“Junior Member”** means a Member as contemplated in clause 8.5.1.7 hereof;
- 2.2.16. **“Member”** means a member of the Club, which has been approved by the Governing Body, who pays subscription and entrance fees to the Club as may, from time to time, be determined by the Governing Body, and “Membership” shall have a corresponding meaning. The different classes of Members are more fully contemplated in clause 8 hereof;
- 2.2.17. **“Members of the Disciplinary Committee”** means 8 (eight) persons constituting 2 (two) Members and 2 (two) alternates who are elected as such at the AGM and 2 (two) further Members and 2 (two) alternates who are nominated and elected by the Governing Body;
- 2.2.18. **“Objects”** means the objects of the Club as more fully contemplated in clause 5 hereof, and “Objectives” shall have a corresponding meaning;
- 2.2.19. **“Ordinary Member”** means a Member as contemplated in clause 8.5.1.6 hereof;
- 2.2.20. **“Powers”** means all such powers and authorities conferred on the Club as more fully contemplated in clause 6 hereof;
- 2.2.21. **“Receiving Body”** shall have the meaning attributed thereto in clause 20.3 hereof;

- 2.2.22. **"Regulations"** means the regulations adopted by the Governing Body from time to time;
- 2.2.23. **"Rules"** means the rules applicable to Club Members from time to time; and
- 2.2.24. **"Subsection"** means a subsection of the Club including without limitation the golf, tennis, lawn bowls, and running sections of the Club.
- 2.3. Any reference to an enactment is to that enactment as at the date of the adoption of this Constitution by the Club and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment. Any reference to a particular section in an enactment is to that section as at the date of the adoption of this Constitution by the Club, and as amended or re-enacted from time to time and/or an equivalent measure in an enactment, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Constitution are changed, the relevant provision of this Constitution shall be read also as if it had been amended as necessary, without the necessity for an actual amendment;
- 2.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Constitution.
- 2.5. When any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6. Should any doubt or dispute arise as to the proper construction or interpretation of any of the Rules, Regulations and by-laws of the Club, or should any question arise, which is not provided for in any such Rules, Regulations and by-laws, then the matter or question shall be referred to the Foundation Members whose decision thereon shall be final and binding.

## **PART II - GENERAL**

### **3. NAME**

The name of the Club is "Wingate Park Country Club".

#### 4. **NATURE AND 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 and with the capacity to acquire rights and obligations and have perpetual succession.
- 4.2. The Club is and shall be an association of persons which can act and be acted against in its own name.
- 4.3. The property and funds of the Club vest in the Club and no Member of the Club shall be liable for the debts or obligations of the Club.
- 4.4. The Club, the Foundation Members, the Governing Body or the management of the Club may not stand as surety or provide any form of security for the debts of any Member.
- 4.5. The Club is a non-political association of persons established for the purposes of the Objects set out in this Constitution.
- 4.6. As at the date of adoption of this Constitution, each Member shall be deemed to be bound by this Constitution and any Rules, Regulations and by-laws made hereunder.

#### 5. **OBJECTS AND VISION**

- 5.1. The Objects of the Club are and shall be –
  - 5.1.1. to facilitate, administer, promote, encourage and provide:
    - 5.1.1.1. sporting, recreational and social activities;
    - 5.1.1.2. a congenial and respectful environment for its Members; and
    - 5.1.1.3. cultural development and social interaction for its Members;
  - 5.1.2. to hold and arrange matches and competitions;
  - 5.1.3. to arrange for, grant and contribute towards the provision of trophies, awards and distinctions;
  - 5.1.4. to purchase, sell, hire, let or otherwise acquire or dispose of or deal with any movable property, upon such terms and conditions as the Club may deem fit, which may be required for the purposes of, or be capable of being used in connection with, any of the Objects of the Club and subject to the financial and/or other limitations imposed by the Foundation Members or the Club.

5.2. The Objects of the Club are to provide its Members with sporting, cultural, recreational and social facilities, comforts, and amenities as are generally associated with a country club and all such other matters and things as are incidental and ancillary thereto, including the acquisition, and the disposal of movable property, or any interest therein.

5.3. The Club shall endeavour to uphold the values and principles enshrined in the Constitution of the Republic of South Africa, 1996.

## 6. POWERS

6.1. Subject to the limitations embodied in clause 15.7 below, the Club shall be entitled to exercise all such Powers and authorities as are conferred upon it by this Constitution and as are or may be vested in it by operation of law, provided that the Club shall under no circumstances have the power to be permitted to distribute any of its profits or gains to any person, and shall utilise its funds for the Objects for which it is established, and shall in particular have the following authority:-

6.1.1. to procure and provide sport amenities and other conveniences considered by the Club to be necessary for fulfilling the Objects of the Club;

6.1.2. to erect, construct maintain, improve, alter, demolish, replace, repair, renovate, manage or control and/or let any buildings, erections, or other improvements upon the land at any time owned by the Club subject to any limitations imposed by the Foundation Members;

6.1.3. to develop and lay out the grounds of the Club through the establishment of such gardens, and other facilities as are necessary to enable it to fulfil its Objects, and to maintain and improve same;

6.1.4. to borrow, (subject to the limitations referred to in clauses 15.7.7, 15.7.8 and 15.7.9, which are imposed by the Foundation Members) collect or raise money particularly by means of subscriptions, entrance fees, levies and Debentures with or without security, including the determination of admission prices, and the making of Rules and Regulations in connection with the admission of members of the public, players and other persons;

6.1.5. to apply to any licensing authority for the grant to the Club of any license it may require for the proper conduct of its affairs, to accept transfer of any existing licenses, and to cede, transfer, amend or otherwise deal with same, and to apply for the renewal thereof from time to time;

- 6.1.6. to enter into such arrangements with appropriate authorities as the Club may deem conducive to its Objects, 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 authorise the performing of any Object of the Club, or for any authority deemed necessary in connection therewith;
- 6.1.7. to accumulate capital for any purpose of the Club, either by capitalising unexpended income or otherwise, and to appropriate any of the Club's assets for specific purposes;
- 6.1.8. to subscribe, administer and invest the funds of the Club in:
  - 6.1.8.1. any recognised banking, trust and other financial institution;
  - 6.1.8.2. mortgage bonds, participation bonds, listed securities, securities issued or guaranteed by government, municipal and local authorities or public utility corporations in or outside South Africa;
  - 6.1.8.3. the acquisition, purchase, letting, lease, sub-lease, encumbrance, exchange or otherwise of any movable or immovable property, or rights therein;
- 6.1.9. to invest and deal with any monies of the Club not immediately required for carrying on the Objects 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;
- 6.1.10. 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 written authority of and the limitations imposed by the Foundation Members;
- 6.1.11. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments, and to open and operate banking and other accounts in the name of the Club;
- 6.1.12. to effect assurances of all descriptions, including assurances against accidents of any description, against liability to pay compensation for injuries happening to or sustained by any employee, official, administrator and player of or connected with the Club, against liability to pay damages to any person in consequence of such

accident, and to pay the premiums and other monies required to keep such policies of assurance of full force and effect;

- 6.1.13. to make payment towards medical aid and/or any pension, provident or retirement fund of any employee and ex-employee and to grant pensions, allowances and ex gratia payments;
- 6.1.14. to make, vary and repeal Regulations, Rules and by-laws for the regulation of the affairs of the Club, its officers and employees or the Members of any class of the Club, provided that such Regulation, Rule or by-law does not conflict with any provision of this Constitution;
- 6.1.15. to pay salaries and bonuses to staff members of the Club; and
- 6.1.16. to do all such other things as are incidental or conducive to the attainment of the above Powers and the Objects of the Club.

## 7. **DISPOSAL OF PROFITS**

In the event that any net profit remains, after having fully provided for the payment of all liabilities of the Club and after setting aside such reserves as the Governing Body in consultation with the Foundation Members may decide for the proper running of the Club and for the comfort and convenience of Members, such net profit, if any, shall be dealt with by the Governing Body in terms of the Objects of the Club.

## 8. **MEMBERSHIP**

### 8.1. General Relationship Between the Club and its Members

No Member shall have any right, title or interest in and to any assets of the Club, and shall have the right only to use and enjoy the amenities and facilities upon and subject to the terms and conditions contained in this Constitution, the Rules and Regulations made hereunder and such other terms and conditions as shall be properly imposed by the Governing Body or the management of the Club from time to time.

### 8.2. Declaration of Members

- 8.2.1. The signed application for Membership shall be a distinct acknowledgement on the part of any present or prospective Member that he has read, understands and is bound by the Constitution of the Club, as well as by any Rules, Regulations and by-laws that may have been enacted in terms of this Constitution by the Club's Governing Body.



8.2.2. All present or prospective Members of the Club, as well as any guests thereof, or any member of the public wishing to utilise the facilities of the Club declare that they will accept all the rulings of the Governing Body in all cases, and that no person shall be absolved from the effect of this Constitution, nor from the Rules and Regulations and/or by-laws, that may have been enacted in terms of this Constitution by the Club's Governing Body, on the basis that they have not received a copy of them.

8.2.3. The Club has a disciplinary committee and all present or prospective Members of the Club, as well as any guests thereof, or any member of the public wishing to utilise the facilities of the Club, agree to be bound by the disciplinary rules and/or findings of the disciplinary committee of the Club.

### 8.3. Liability of Members

The liability of Members shall be limited to the amount of their unpaid entrance fees, levies, subscriptions and any other amounts as shall be owed to the Club by them, arising from whatsoever cause.

### 8.4. Indemnity of Members

8.4.1. Every Member, including the dependants of Members utilising the Club and any of its amenities, indemnifies the Club and its Members, agents and/or servants from any loss and/or damage to his person or property, or the person or property of any guest of such Member, howsoever arising as a result of such Member or his guests utilising the Club's facilities and/or its premises.

8.4.2. Without limiting the generality of the foregoing, the Club shall not be liable for any claim of whatsoever nature arising out of:-

8.4.2.1. any negligent act or omission by the Club, its Members, agents and/or its servants; and/or

8.4.2.2. any cause or event beyond the control of the Club, including, but without limiting the generality of the foregoing, acts of God such as lightning, fire, flood, wind or hail damage.

### 8.5. Membership Classes

8.5.1. The Membership of the Club shall comprise of the following classes of Members:

8.5.1.1. Foundation Member;

- 8.5.1.2. Honorary Life Members of the Club;
- 8.5.1.3. Honorary Life President of the Club;
- 8.5.1.4. Honorary Life Members of any Subsection of the Club;
- 8.5.1.5. Honorary Member -
  - 8.5.1.5.1. is a person who has been nominated as such by the members of a Subsection and provided that such a nomination is subsequently approved by the Governing Body; or
  - 8.5.1.5.2. is someone of distinguished or prominent personage, or someone who holds a public office, who is elected at a meeting of the Members of the Governing Body.
- 8.5.1.6. Ordinary Member is -
  - 8.5.1.6.1. a Member of the Club; and
  - 8.5.1.6.2. a person who is 18 (eighteen) years of age or over as at the 30th of June in a particular year.
- 8.5.1.7. Junior Member is:-
  - 8.5.1.7.1. a Member of the Club; and
  - 8.5.1.7.2. a person who is under 18 (eighteen) years of age as at the 30th of June in a particular year.

**9. RIGHTS AND OBLIGATIONS OF MEMBERSHIP CLASSES**

- 9.1. The following rights and obligations shall, save for certain exceptions listed under clause 9.2, attach to all classes of Membership:-
  - 9.1.1. the right to use the facilities and amenities of the Club at all times subject to any restrictions imposed on the various classes of Members by this Constitution, or by the Rules and Regulations made hereunder from time to time;
  - 9.1.2. the right to vote at meetings of Members; and

- 9.1.3. the obligation to pay the entrance fee, annual subscription and levy applicable to that category of Member as set out in the Regulations issued by the Governing Body from time to time.
- 9.2. The following variations to clause 9.1 shall apply:-
  - 9.2.1. Foundation Members, or the estate of a deceased Foundation Member, shall have the right to transfer a Debenture to a successor who is a Jewish descendant or is a first generation descendant of a Jewish person who is a Debenture Holder, subject to the approval of the majority of the Governing Body;
  - 9.2.2. Honorary Life Members shall enjoy the same privileges of Ordinary Members and shall enjoy such Membership without payment of any subscription or levy whatsoever, but shall be liable for any affiliation fees payable to the national or provincial sports body governing the particular sport activity that they may partake in; and
  - 9.2.3. Honorary Members shall be entitled to be present at meetings of the Club, but shall have no right to:
    - 9.2.3.1. address meetings of the Club, nor speak thereat, except by special permission of the Chairperson of the Governing Body;
    - 9.2.3.2. nominate any person for election to the Club or the Governing Body;
    - 9.2.3.3. requisition any meetings of the Club;
    - 9.2.3.4. be a Member of the Governing Body; or
    - 9.2.3.5. transfer their title as a Honorary Member of the Club to another eligible person.
- 9.3. No Member may stand for election or serve on any committee of the Club if that Member is or has been in default of the provisions of clause 10.5.3 during the past 3 (three) years.
- 9.4. No Member may transfer his Membership or subscription in the Club to any other person(s) unless specifically provided in terms of this Constitution, and approved by the Governing Body.

## 10. SUBSCRIPTIONS

### 10.1. Subscription Fees

The annual subscriptions payable by the Members of the Club including any additional subscriptions applicable to the various sporting or social Subsections, as well as the date by which such subscriptions are to be settled by, shall be as set out in a schedule to be prepared by management from time to time and presented to the Governing Body for their final written approval.

### 10.2. Levies

The Governing Body may determine a levy to be paid by Members in whole or in instalments to fund future expenditure necessary to meet the Objects of the Club. Should any proposed levy be in excess of 50% (fifty percent) of the last annual subscription, then such levy shall only be approved at the AGM.

### 10.3. Entrance Fees

The entrance fees payable by persons who are admitted to the various classes of Membership or who transfer from one class of Membership to another shall be as set out in a schedule prepared by management from time to time and presented to the Governing Body for their final written approval.

### 10.4. Apportionment

10.4.1. If a Member changes their class of Membership during the course of a financial year the subscription payable by such Member for that year shall be determined by management subject to the final written approval of the Governing Body from time to time.

10.4.2. If a Member is elected to Membership during the course of a financial year, a proportionate rebate shall be deducted from the subscription fees payable by that Member for that year in question taking into account the elapsed months of that year.

### 10.5. Payment

All subscription and/or entrance fees shall be paid:-

10.5.1. in the case of a new Member, on receipt of an invoice of the subscription or entrance fees payable, or at such later date and in such manner as the Governing Body determines appropriate in the circumstances. If a person fails to pay their subscription or entrance fee immediately on receipt of the invoice or at such later

date that the governing Body determines as the case may be, the Member will lose his right to remain a Member;

- 10.5.2. in the case of existing Members, on or before the first day of the Financial Year of the Club, or at such later date and in such manner as at the Governing Body determines;
- 10.5.3. any Member who is in default with their subscriptions or with any levy imposed upon them, or with their entrance fees shall cease to be a Member of the Club if they remain in arrears after the expiration of a period of 30 (thirty) days from notification by e-mail, fax or a written demand for such payment. Any person who so ceased to be a Member may be readmitted to Membership of the Club at the sole discretion of the Governing Body, only after payment of all outstanding dues, penalties and entrance fees have been made by them; and
- 10.5.4. nothing contained in this clause 10.5 shall prejudice the rights of the Governing Body and/or management to institute legal action against a defaulting Member for the recovery of any amount due to the Club at any time.

## 11. DEBENTURES

- 11.1. The Governing Body has issued Debentures to Debenture Holders constituting R200.00 (two hundred Rand) per Debenture.
- 11.2. The mere holding of a Debenture does not give the Debenture Holder any right or privilege against the Club or any of its Members.
- 11.3. The Governing Body, in its sole and absolute discretion, has the right to limit the number of Debenture Holders.
- 11.4. The Governing Body may inform Debenture Holders of a meeting of Debenture Holders (the "**Debenture Meeting**") by way of post and/or email and/or fax.
- 11.5. It is the sole duty and responsibility of the Debenture Holders to ensure that the Club has the correct postal address and/or email address and/or fax number for such Debenture Holder in order to serve notice of any such meeting. For the sake of clarity, there is no obligation on the Club to ensure that it has the correct contact details of each Debenture Holder.
- 11.6. The notice of a Debenture Meeting shall be in writing and shall be posted, faxed or e-mailed to all those Debenture Holders entitled thereto at their last known address, at least 21 (twenty one) days prior to the date fixed for such meeting. Accidental

omissions to post or fax or e-mail to any Member or non-receipt of any Member of his notice shall not invalidate a meeting otherwise properly constituted.

## 12. ELECTION OF NEW MEMBERS

### 12.1. Nomination, Introduction and Election

The nomination, introduction and election of new Members shall be regulated by the Regulations or by the Rules in terms of this Constitution or made by the Governing Body from time to time.

### 12.2. Election Under Misrepresentation or Mistake

If, at any time after the election of a candidate for new Membership, it appears that they have been elected under a misrepresentation, a mistake as to identity, or materially incorrect information as to their character, the Governing Body shall be entitled to treat the election of such Member as being null and void from the outset of the election. Such person shall thereupon cease to be a Member of the Club, and shall have no claim against the Club for damages, return of entrance fees, levies or subscriptions already paid by them or on their behalf at that stage, nor have any other claim whatsoever against the Club.

### 12.3. Reapplication

A candidate, whose application for Membership of the Club is rejected by the Governing Body, shall not again be nominated for Membership of any class until the expiry of a period of 24 (twenty four) months from the date of such rejection.

### 12.4. Maximum Number of Members

- 12.4.1. The Governing Body may, in its discretion, limit and determine the maximum number of Members of the Club and the maximum number of Members of any class of Membership, and may vary such determination from time to time.
- 12.4.2. Where the Membership of the Club has been limited by the Governing Body, and further applications for Membership are received, the Governing Body may cause a "waiting list" of applicants to be established. The operation of such waiting list shall be regulated by the Regulations or Rules formulated hereunder made by the Governing Body from time to time.

**13. ANNUAL GENERAL MEETING**

- 13.1. There shall be an AGM for all Members of the Club, which shall be held on the Club premises within a period of 180 (one hundred and eighty) days of the end of the preceding Financial Year, at which the following business shall be transacted:-
  - 13.1.1. the minutes of the previous AGM shall be presented;
  - 13.1.2. the report of the Governing Body on the affairs of the Club shall be given;
  - 13.1.3. the annual financial statements of the Club for the preceding year shall be given;
  - 13.1.4. the election of Members to the Governing Body;
  - 13.1.5. the transaction of any other business where due notice has been given in terms of clause 13.2 hereof;
  - 13.1.6. the election of the Members to the Disciplinary Committee; and
  - 13.1.7. the consideration of any business concerning the affairs of the Club.
- 13.2. The notice of the AGM to Members shall be in writing and shall be posted, faxed or e-mailed at least 14 (fourteen) days prior to the date fixed for such meeting. Accidental omissions to post or fax or e-mail to any Member or non-receipt of any Member of his notice shall not invalidate a meeting otherwise properly constituted.
- 13.3. Written notice of any motion which the Governing Body or any Member may wish to bring before the AGM shall be lodged with the General Manager of the Club not later than 48 (forty eight) hours prior to the AGM. Such motion shall be incorporated in the notice convening the meeting.
- 13.4. The following provisions shall govern the proceedings at all AGMs:-
  - 13.4.1. The quorum shall be 30 (thirty) Members who are entitled to vote and who are present in person. For the avoidance of doubt no votes by proxy shall be allowed.
  - 13.4.2. Should a quorum not be present, then the meeting shall stand adjourned for half an hour. At the adjourned meeting the Members present and entitled to vote shall be entitled to deal with the business for which the original meeting was convened and a resolution passed by simple majority shall be as valid and effectual as if a quorum were present.

- 13.4.3. The Chairperson of the Club shall preside, and failing him the Vice-Chairperson, and failing him such Member of the Governing Body as is deputed thereto by the Governing Body Members who are present at the meeting.
- 13.4.4. Save as is otherwise provided in this Constitution, all questions arising at such meetings shall be decided by a majority vote of those Members present at the meeting who are entitled to vote.
- 13.4.5. Each Member present in person and entitled to vote shall be entitled to 1 (one) vote in any matter upon which a vote is taken.
- 13.4.6. Voting shall be by a show of hands but may be by ballot if so required by at least 4 (four) Members present in person who are entitled to vote, in which case the President or any other member of Executive who shall act as Chairperson shall fix the time and manner of conducting such ballot.
- 13.4.7. In the event of an equality of votes whether on a show of hands or a ballot, the Chairperson shall have a second or casting vote in addition to his deliberative vote.
- 13.4.8. The Chairperson may adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

#### 14. **SPECIAL GENERAL MEETING OF MEMBERS**

- 14.1. A special general meeting may be called by the Governing Body at any time.
- 14.2. A special general meeting may be convened by the Governing Body at the request of at least 10 (ten) Members, and such meeting shall be convened within 30 (thirty) days of receipt of such request, provided that no such meeting shall be convened if the business of the meeting shall be to consider what, in the opinion of the Governing Body, is substantially the same as that considered at the AGM held less than 12 (twelve) months previously.
- 14.3. The notice of any special general meeting shall be in writing and shall be posted to those entitled to receive it at their last known address at least 14 (fourteen) days prior to the date fixed for such meeting. Accidental omission to post to any Member or non-receipt by any Member of the notice shall not invalidate a meeting otherwise properly constituted.
- 14.4. Notwithstanding the provisions of the preceding clause 14.3, the Governing Body, in the case of any business which it, in its sole discretion, regards as urgent, may call a



special general meeting upon such shorter notice as it, in its sole and absolute discretion, shall determine.

- 14.5. No votes may be made by proxy at a special general meeting.
- 14.6. The following provisions shall govern the conduct of all special general meetings:-
  - 14.6.1. The quorum shall be not less than 30 (thirty) Members and not less than 50% (fifty percent) of the Members who signed the requisition of the meeting, as contemplated in clause 14.1, or at least 50% (fifty percent) of the Governing Body, in the case of a meeting called by the Governing Body, (provided that not less than 30 (thirty) Members shall be present).
  - 14.6.2. Should a quorum not be present at a meeting convened in terms of clause 14.2, then the meeting shall automatically be dissolved. Should a quorum not be present at a meeting convened in terms of clause 14.1 within a period of 10 (ten) minutes from the time appointed for such meeting, it shall stand adjourned for half an hour. At the adjourned meeting the Members present and entitled to vote shall be entitled to deal with the business for which the original meeting was convened and a resolution passed by a majority of those Members shall be as valid and effectual as if a quorum were present.
  - 14.6.3. The Chairperson of the Governing Body shall preside and failing him, the Vice-Chairperson and failing him, such Member of the Governing Body as is deputed thereto by the Governing Body Members who are present at the meeting.
  - 14.6.4. Save as is otherwise provided in this Constitution, all questions arising at such meetings shall be decided by a majority vote of those Members present who are entitled to vote.
  - 14.6.5. Each Member present in person and entitled to vote shall be entitled to 1 (one) vote in any matter upon which a vote is taken.
  - 14.6.6. Voting shall be by a show of hands, but shall be by ballot if so required by not less than 4 (four) Members present in person who are entitled to vote, in which case the Chairperson shall fix the time and manner of conducting such ballot.
  - 14.6.7. In the event of an equality of votes, whether on a show of hands or a ballot, the Chairperson shall have a second or casting vote in addition to his deliberative vote.

- 14.6.8. The Chairperson may adjourn the meeting from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

15. **GOVERNING BODY**

The Governing Body shall manage the Club's affairs.

15.1. Constitution of the Governing Body

The Governing Body shall be constituted as follows:

- 15.1.1. 4 (four) Executive Members (one of whom shall be the President) shall be nominated and elected by way of a majority vote of the Governing Body (at a meeting) from amongst those members who have served on the Governing Body for at least 1 (one) year in the preceding 5 (five) years, and who shall hold such office until the conclusion of the succeeding AGM;
- 15.1.2. 4 (four) additional Members who have been Members of the Club for 1 (one) year in the preceding 5 (five) years shall be nominated and elected by the other Members by way of a vote of the majority of the Members;
- 15.1.3. the Immediate Past President; and
- 15.1.4. any Member(s) co-opted by the Governing Body to serve on the Governing Body as contemplated in clause 15.2.10.2.

15.2. Nomination and Election

- 15.2.1. No Member eligible for election to the Governing Body shall be nominated for election if that Member –
- 15.2.1.1. is or has been in default of the provisions of clause 10.5.3 during the past 3 (three) years; and
- 15.2.1.2. has been subject to disciplinary action contemplated in clause 15.7.15 by the disciplinary committee of the Club.
- 15.2.2. No Member may be nominated for election to the Governing Body unless such Member has indicated a willingness to accept such office if so elected.
- 15.2.3. No paid officer of the Club shall be eligible for appointment, election or co-option to the Governing Body.

- 15.2.4. Notwithstanding anything to the contrary contained in this Constitution, no person shall be elected President of the Governing Body unless he has previously served as a member of the Executive for at least 12 (twelve) consecutive months over the preceding 5 (five) years.
- 15.2.5. Notwithstanding anything to the contrary contained in this Constitution, but subject to clause 15.2.10, no person may be nominated for election to the Governing Body unless he has been a Member of the Club for at least 12 (twelve) consecutive months immediately preceding the date of the AGM at which such nomination or election occurs.
- 15.2.6. The 4 (four) additional Members of the Governing Body contemplated in clause 15.1.2 shall be elected thereto in accordance with the provisions of clause 14, and, notwithstanding anything to the contrary contained herein, the Chairperson shall appoint 2 (two) persons to count the votes cast at the AGM and to advise him in writing of the result of the ballot. The Chairperson shall then announce the outcome to the AGM.
- 15.2.7. The Members of the Governing Body shall serve in their capacity as such until the next succeeding AGM, and may stand for re-election at such succeeding AGM.
- 15.2.8. The Members of the Governing Body who are not re-elected at the next succeeding AGM shall vacate office immediately after the termination of such AGM.
- 15.2.9. The Governing Body shall have the power to confirm the election of –
- 15.2.9.1. the President, who shall be the Chairperson thereof and who shall chair all meetings of the Members of the Club;
  - 15.2.9.2. the Vice-President, who shall be the Vice-Chairperson at all meetings of the Members of the Club;
  - 15.2.9.3. the Secretary; and
  - 15.2.9.4. the Treasurer.
- 15.2.10. The Governing Body shall have the power to –
- 15.2.10.1. fill any vacancy occurring thereon for any reason by co-opting any Member to serve thereon. Any member of the Governing Body so appointed shall be entitled to exercise all the rights of duly elected

members of the Governing Body and shall hold office for the uncompleted period of the year concerned; and

- 15.2.10.2. co-opt any Member to serve thereon, provided that the total number of Members elected in terms of this clause shall not exceed 3 (three).

15.3. Special Terms of Office

Notwithstanding anything to the contrary contained in this Constitution –

- 15.3.1. the President shall serve in office in his capacity as such for 2 (two) consecutive years, and may stand for re-election for a third year of service in this capacity; and
- 15.3.2. the Immediate Past President shall serve in office in this capacity as such for 1 (one) year after finishing his term of office.

15.4. Indemnity of Governing Body Members

Upon and by virtue of being elected to the Governing Body, the Club shall be deemed to have indemnified and held harmless each Member of the Governing Body in his personal capacity and the Governing Body as a whole, (as it is constituted from time to time), against any loss, harm, damage or claim of whatsoever nature and howsoever arising which the Club or its Members may suffer by reason of the actions of the Governing Body or any Member thereof, save where he shall have acted in bad faith or is grossly negligent.

15.5. Proceedings of the Meetings of the Governing Body

The following provisions shall govern the conduct of all meetings of the Governing Body:-

- 15.5.1. The quorum shall be at least 50% (fifty percent) of the Members of the Governing Body who are to be present in person.
- 15.5.2. The Chairperson of the Club shall preside and failing him, the Vice-Chairperson, and failing him, those present shall elect from among their number a Chairperson who shall preside as such at the meeting.
- 15.5.3. Save as is otherwise provided in this Constitution, all questions arising at such meeting shall be decided by a majority vote of those present.
- 15.5.4. Each Member present in person shall be entitled to 1 (one) vote in any matter upon which a vote is taken.

- 15.5.5. Voting shall be by show of hands, but shall be by ballot if so required by at least 4 (four) Members present in person who are entitled to vote, in which case the President or any other member of Executive who shall act as Chairperson shall fix the time and manner of conducting such ballot.
- 15.5.6. If there is a deadlock, the Chairperson shall have a second or casting vote in addition to his deliberative vote.
- 15.5.7. The Governing Body shall cause the minutes of the meetings held where the appointment of officers and the names of the Members of the Governing Body so elected were present, together with all resolutions and proceedings of all General Meetings of Members, which minutes will be duly entered in books provided for such purpose.
- 15.5.8. The minutes of the proceedings at all Meetings of the Governing Body shall be taken by the Secretary of the Club, or his alternate. Such minutes shall be confirmed by the following meeting of the Governing Body, and when confirmed, shall be signed by the Chairperson of such meeting as correct. Such minutes shall not be open to the inspection of any Member other than a Member of the Governing Body except with the prior written approval of the Governing Body. Any such minutes or extracts therefrom, signed by the Chairperson, shall be received as prima facie evidence of the matters stated in such minutes or extracts.
- 15.5.9. Any 3 (three) Members of the Governing Body may require the Secretary of the Club to summon a meeting at any time on reasonable notice.

15.6. Duties of the Governing Body

- 15.6.1. The Governing Body shall:-
  - 15.6.1.1. meet as regularly as is required for the expeditious execution of its duties and shall meet at least 6 (six) times per year;
  - 15.6.1.2. ensure that proper records of the Club are maintained and proper minutes are kept of its meetings;
  - 15.6.1.3. maintain banking or other accounts in the name of the Club into which all monies shall be deposited as soon as possible after receipt thereof. All cheques drawn on such account(s) shall be signed by any 2 (two) of the persons designated, in contemplation

of this clause and of clause 6.1.11, as signatories by the Governing Body;

- 15.6.1.4. cause the Club's books of account to be signed off by a suitably qualified person at such intervals as the Governing Body may require, but not less frequently than once in each financial year;
- 15.6.1.5. keep a Membership register, proper books of account and such other registers, books or documents as shall be required by law from time to time;
- 15.6.1.6. provide stewardship to ensure that there are sufficient procedures in place to minimise the risk of harm or damage to the person or property of Members and/or staff of the Club on the premises and to ensure that the Club complies with current legislation and regulations;
- 15.6.1.7. review and approve the annual subscription fee and entrance fee schedules prepared and proposed to it by management from time to time;
- 15.6.1.8. subject to clause 10.2 herein, review and approve of any levy required to fund any necessary expenditure by the Club;
- 15.6.1.9. communicate regularly with the Members to ensure transparency in all significant decisions affecting the Members;
- 15.6.1.10. set policies and standards for the Club relating to, inter alia, conduct, new membership, advertising, marketing, sponsorship and good corporate governance;
- 15.6.1.11. facilitate transformation within the Club in respect of both membership and staff; and
- 15.6.1.12. co-opt Members of the Club to the Governing Body.

15.7. Other Powers of the Governing Body

The Governing Body shall have the power:-

- 15.7.1. to make, vary and rescind Rules and Regulations consistent with this Constitution, for the management of the Club's affairs, the use of its facilities by its Members, and generally for arranging good management and administration of

- the Club and all its activities and functions, provided that no making, varying and rescission of such Rules and Regulations shall be of any force or effect, unless and until same has been confirmed in writing by the Foundation Members whose decision shall be made by way of a vote of the majority of Foundation Members present at a meeting specifically constituted for such purpose;
- 15.7.2. to engage employees of the Club to enter into service contracts with them, upon such terms and conditions as it shall think fit, and to control, suspend and dismiss such employees and to vary their terms of employment from time to time subject to applicable legislation;
- 15.7.3. to apply to any court, or other authority for the grant, renewal, extension or modification of any license or right that the Club may require from time to time, and to do such things as are necessary to maintain and protect same;
- 15.7.4. to appoint and employ professional advisors to the Club;
- 15.7.5. to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club, or its officers or employees concerning the affairs of the Club, and also to compound and allow time for the payment or satisfaction of any debts due and of any claims or demands made by or against the Club;
- 15.7.6. to refer any claim or demand by or against the Club to arbitration, and to perform or appeal against such award;
- 15.7.7. to borrow or raise money in such manner to such extent and for such purposes as it considers fit, provided that no borrowing or raising of money in excess of in aggregate an amount of R 2 000 000,00 (two million rand) shall be of any force or effect unless and until such decision has been confirmed in writing by the Foundation Members of the Club by way of a majority vote of Foundation Members present at a meeting specifically constituted for such purpose;
- 15.7.8. to provide security for any indebtedness of the Club by way of a guarantee of the obligations of others and/or to pledge, mortgage, charge or hypothecate the movable or immovable assets of the Club, as the case may be, and to issue Debentures or debenture stock(s), provided that the provision of security shall not be of any force or effect where the security provided exceeds in aggregate an amount of R2 000 000 ,00 (two million Rand), unless and until such decision has been confirmed in writing by the Foundation Members of the Club by way of a majority vote of Foundation Members present at a meeting specifically constituted for such purpose;

- 15.7.9. to sell, dispose of, let, exchange, alienate, or otherwise dispose of any of the immovable property of the Club, provided that no such sale, disposition, lease, exchange or alienation, shall be of any force or effect, unless and until they have obtained the prior written approval of the Foundation Members whose decision shall be made by way of a vote of the majority of Foundation Members present at a meeting specifically constituted for such purpose;
- 15.7.10. to purchase immovable property for the Club, provided that no such purchase shall be of any force or effect, unless and until same has been approved of by the Foundation Members in writing whose decision shall be made by way of a vote of the majority vote of Foundation Members present at a meeting specifically constituted for such purpose;
- 15.7.11. to sell, dispose of, let, exchange, alienate, pledge, charge, hypothecate or otherwise dispose of any of the movable property of the Club;
- 15.7.12. to regulate and control the management of the Club, and to take such action as is necessary to exercise its rights and to discharge its obligations and to ensure that it complies with the requirements of any law applicable to it;
- 15.7.13. to establish, support, amend, join or subscribe to a pension or provident fund, medical aid, retirement or other trust funds, associations or institutions established for the benefit of clubs generally or the Club in particular and/or its employees or servants thereof, and their dependants or families;
- 15.7.14. to grant pensions, allowances, grants, gratuities, subsidies and honoraria to its employees or their dependants and/or other family members of such persons, and to do all things which directly or indirectly improve their working or living conditions;
- 15.7.15. to pronounce upon transgressions and to determine appropriate sanctions arising from, inter alia, a Member's failure to comply with this Constitution, the Regulations or Rules or the general code of conduct and/or ethics relating to the Club, provided that any decisions reached by the Governing Body shall be final and binding and not subject to any right of appeal. Members shall not be entitled to representation at any hearings that may be called by the Governing Body in this regard provided however that such hearings shall be presided over by the Disciplinary Committee;
- 15.7.16. to subscribe and make payments or donations to charitable or benevolent institutions or for any public or useful object; and



- 15.7.17. to authorise by resolution any 2 (two) of its Members to sign all powers of attorney, contracts (agreements), deeds or documents requiring signature, on behalf of the Club as contemplated in clauses 6.1.11 and 15.6.1.3.

## 16. **DISPUTES BETWEEN MEMBERS**

Should any dispute arise between a Member or Members and any person employed on the staff of the Club, in regard to any matter connected with the affairs or activities of the Club, then such dispute shall be referred to the consideration and decision of the Governing Body of the Club, whose decision shall be final and binding on the parties in dispute.

## 17. **MANAGEMENT**

- 17.1. Management is appointed by the Governing Body and shall be responsible for the day-to-day administration, management and conduct of the Club's affairs.
- 17.2. Management shall report and be responsible to the Governing Body.
- 17.3. The Governing Body has determined, subject to this Constitution, that all planning, budgeting, financial, operational, and legal matters will be delegated to management subject to the Governing Body's written approval. Subject to certain further controlling approvals and limitations established by the Governing Body relative to management's scope of activities and authorities from time to time, the role of the Governing Body is to guide, monitor and approve the key aspects of all significant management tasks.
- 17.4. In this regard, the Governing Body shall determine the functions, scope and authority to be delegated to management.
- 17.5. The General Manager, as the head of all management, is primarily responsible to the Governing Body Chairperson, and ultimately to the Governing Body.

## 18. **MISCELLANEOUS**

### 18.1. Guests

Members shall be entitled to introduce guests to the Club, subject to such limitations, terms and conditions as are imposed by law, by this Constitution, or by the Regulations and the Rules imposed by the Governing Body from time to time, and in particular subject to the following terms and conditions:-

- 18.1.1. the Member introducing a guest shall be solely responsible for any damage or loss suffered by the Club directly or indirectly as a result of the use by that guest of the Club's premises, and shall make good such damage or loss on demand;
- 18.1.2. the Member introducing a guest shall remain continuously in the company of such guest throughout the period during which the guest makes use of the facilities of the Club, or is present on the premises of the Club;
- 18.1.3. the Member introducing a guest shall ensure that such guest behaves in all respects in a manner befitting the Club, as well as in a manner which will not cause offence, annoyance or inconvenience to any other person lawfully on the premises of the Club;
- 18.1.4. the Member introducing a guest shall ensure that such guest complies with all formalities required by law, by the Constitution, by the Regulations or Rules made hereunder, or by the Governing Body from time to time;
- 18.1.5. by introducing a guest to the premises, a Member shall be deemed to indemnify the Club, and hold it harmless against any and all loss, harm or damage or costs in respect thereof, of whatsoever nature and howsoever arising, which such guest may suffer while on the premises, unless such loss, harm or damage directly resulted from the gross negligence of the Club or its servants or agents; and
- 18.1.6. no Member shall introduce as a guest to the Club any person whose application for Membership has been rejected or suspended, or who has been expelled from the Club, or resigned at the request of the Governing Body.

## 18.2. Payments for Services by Members

The following provisions shall govern the provisions of services and the sale of commodities by the Club to Members:-

- 18.2.1. all expenses incurred by a Member shall be discharged in full by the Member concerned as and when such expenses are due;
- 18.2.2. in the event of a Member failing to pay any amount due by him within the time stipulated, management shall give such Member 14 (fourteen) days written or e-mail notice to pay, failing which management may cause his name to be printed on a notice board at the Club as a defaulter in terms of this clause 18.2.2;

- 18.2.3. in the event of a Member failing to discharge his indebtedness to the Club within the 14 (fourteen) day period referred to above, he shall cease to be a Member of the Club on account of such failure;
- 18.2.4. the Governing Body shall be entitled, in its sole discretion, to readmit to Membership a Member who has ceased to be a Member in terms of clause 18.2.3 above, upon payment of the Member's indebtedness, and upon a satisfactory written explanation for the default being offered and accepted by the Governing Body, in its sole discretion; and
- 18.2.5. nothing contained in this clause 18 shall be deemed to prejudice the right of the Governing Body or management to institute legal action against a defaulting Member for the recovery of any amount due from such Member to the Club at any time.

18.3. Business on Club Premises

- 18.3.1. No advertisements or notices of any kind shall be affixed to a Club notice board, save by or with Governing Body's permission.
- 18.3.2. No Member shall use or permit the use of the Club address for business correspondence, or in any advertisement.
- 18.3.3. No Member may utilise the Club's Membership listing to generate unsolicited mail or communications to other Members for any business purpose or any other purpose whatsoever.

18.4. Damage to Property

If so required by the Governing Body, a Member shall reimburse or compensate the Club for any loss which it has suffered by virtue of damage caused to the Club's property by such Member.

18.5. Reciprocity

The Governing Body shall be entitled to conclude reciprocity agreements with other Clubs, upon such terms and conditions as it shall decide.

## 19. AMENDMENTS AND INTERPRETATION OF CONSTITUTION

- 19.1. This Constitution shall only be amended, added to, altered or varied by a majority of the Foundation Members present at a meeting called specifically for such purpose in terms of this Constitution.
- 19.2. In the event of any provision of this Constitution being in conflict at any time with any legislation or other law, such provision shall be of no force or effect, provided however that this shall not invalidate any other provisions which are not in conflict with such legislation or law.
- 19.3. Whenever any amendment, addition to, alteration or variation shall have been made in the Rules, Regulations or this Constitution as aforesaid, a copy thereof, (be it hard or soft), shall be sent to any Member of the Club who requests same.

## 20. TERMINATION OR LIQUIDATION

- 20.1. The Club may be wound up –
  - 20.1.1. by a resolution passed by not less than 75% (seventy five percent) of the Foundation Members present in person at a special general meeting called for that purpose, and in compliance with the provisions of clause 14 hereof; or
  - 20.1.2. where the Foundation Members of the Club drop to below 30 (thirty) people of the entire Membership of the Club for a period of 2 (two) consecutive years, the remaining Foundation Members may call a special general meeting calling for the dissolution of the Club.
- 20.2. Upon an event contemplated in clause 20.1, the Foundation Members may appoint a liquidator to wind-up the affairs of the Club.
- 20.3. If upon a winding-up or dissolution of the Club, and after the satisfaction of all its debts and liabilities, there shall remain any assets whatsoever, 75% (seventy five percent) of such remaining assets shall be given or transferred to a public benefit organisation or organisations as defined in section 30 of the Income Tax Act 58 of 1962, which carries on activities for the benefit of members of the Jewish community (the "**Receiving Body**"). The balance of the assets remaining after the distribution to the Receiving Body shall be distributed to any other organisation or association of persons determined by the Members which carries on sporting or recreational activities similar to that of the Club for the benefit of the Members.

- 20.4. The Members will recommend which sports or recreational club should receive the balance of the assets referred to in clause 20.3 by way of a majority vote of such Members present in person at a special general meeting called for that purpose.
- 20.5. The Foundation Members shall be responsible for the oversight of the winding-up or dissolution of the Club.

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