

SANDY LANE GOLF CLUB CONSTITUTION

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1. NAME

The name of the Club shall be SANDY LANE GOLF CLUB (HEREINAFTER REFERRED TO AS "The Club")

The Club is constituted as a non-profit organization as a division of St James Sports Club and further subject to the approval of the Members of the Caribbean Beach Club Home Owners Association NPC Reg. No: 1996/009972/08.

The Club shall function within the restraints of the rules and regulations of the St James Sports Club.

The Club together with the St James Sports Club shall be subject to the conditions set out in the Caribbean Beach Club Home Owners Association's Memorandum of Incorporation. The St James Sports Club and Caribbean Beach Club Home Owners Association shall be known as the Principal Organizations for the purpose of this Constitution.

2. OBJECTS

The objects of the Club are:

- To promote, advance, protect and foster the game of golf and to bring about and maintain close co-operation between its members;
- To provide such amenities and services as may be desirable in the interest of the members of the Club;
- To hold golf competitions and championships;
- To determine the rules and conditions under which competitions and championships shall be played;
- To raise, administer and disburse funds in order to carry out the objects herein specified;
- To maintain the golf course in such a manner that it is of benefit to the members and the owners;
- To invest funds not immediately required;
- To determine the classes of members; and,
- To do all things necessary or incidental to the running of the Club.

3. AFFILIATION AND RULES OF THE GAME

- 3.1** The Club shall be affiliated to North West Golf Union, North West Woman's Golf Union and South African Golf Association.
- 3.2** The Club accepts and is bound by the Rules of Golf and of Amateur Status and such amendments or additions thereto as may from time to time be adopted by the Royal and Ancient Rules Ltd, and the decision that it may from time-to-time issue on the Interpretation of Rules of Golf and of Amateur Status and may make such local rules as are permitted by the Rules of Golf to suit local circumstances as the Club from time to time deem expedient and advisable.

3. POWERS OF THE CLUB

The Club shall be entitled to exercise all such powers and authorities as are conferred upon it by the St James Sports Club Executive Committee and 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 or be permitted to distribute any of its profits or gains to any person, and shall utilise its funds solely for investment or for the objects for which it is established, and shall in particular have the following powers:

- To develop and lay out grounds of the Club by the establishment of such gardens, and other facilities as are necessary to enable it to fulfill its objects, and to maintain and improve same.
- To collect or raise money and in particular by means of subscriptions, entrance fees, levies; competitions and donations.
- To do such other things as are incidental or conducive to the attainment of all or any of the foregoing powers.

5. MEMBERSHIP

Membership of the Club may be granted in any one of the following categories:

5.1

- a) Ordinary Non-Affiliate Members: shall be owners of registerable Erven or Unit's who pay levies to the St James Sports Club by virtue of their ownership of such Erf or Unit.

- b) Ordinary Affiliate Members: shall be owners as per “5.1 a)” above who have a current Handicap Card and are paid up members of the North West Golf Union.
 - i. A tenant occupying an erf or unit under a formal written lease agreement accepted by the Home Owners Association shall be allowed a single principal membership provided the landlord agrees, in writing, that the tenant may enjoy the Principle Membership status of the Sandy Lane golf club and its facilities and benefits to the absolute exclusion of the Landlord even if the landlord is a golfer. The tenant shall also sign a declaration acknowledging written permission and agree to the rules of the golf club and Estate in this regard. Such acknowledgement shall include the tenant’s liability, at all times, in relation to his family, guests and employees. Provided further that the landlord agrees, in writing, that the landlord shall accept all golf related charges, not paid by the member, be debited to the landlord’s levy account.
- c) Extended Members shall be direct family members belonging to the category 5.1(b) permanently residing at the property of the member.
- d) External Members: shall be non-owners of property as defined in clause “5.1 a)” above who have a current Handicap card and are paid up members of the North West Golf Union and paid-up members of Sandy Lane Golf Club.
- e) Affiliate Members: shall be non-owners of property as defined in clause “5.1 a)” above who have a current Handicap and are members of a South African Golf Union but are members of another South African Golf Club
- f) Student Members. Must be a full-time student below 25 years of age.
- g) Any other class of membership that may be approved by the Club from time to time.
- h) All categories of members shall be identified as:
 - i. Men
 - ii. Ladies

5.2

Members of the categories 5.1 a) to 5.1 d) and 5.1 f) above shall be deemed to be Full Members of the Club.

5.3

The number of members shall be limited to such as can in the opinion of the Committee be accommodated on the golf course.

6. APPLICATION FOR MEMBERSHIP

- 6.1 A person desiring to be a member shall submit an application in the form prescribed by the Committee and shall be proposed by a member and seconded by a member to both of whom such person shall be personally known. Both the Proposer and Secunder must be a Full Member of at least 2 (Two) years standing.
- 6.2 No person shall be elected a member of the Club less than 14 (Fourteen) days after nomination and without his or her name having been displayed in the Clubhouse for that full period. Objections to any applicant must be lodged with the Club in writing within the last day of the display.
- 6.3 The Committee may call for such additional references or information and take steps as it deems appropriate to determine the suitability of the applicant.
- 6.4 The election of a member shall be by the Committee; with power of deferment should further investigation be necessary if any objection is lodged. Should one third of the Committee present at the relevant meeting vote against acceptance, such applicant shall be refused membership.
- 6.5 No candidate who has been rejected for membership shall again be eligible for election until 6 (Six) months have expired from the date of such rejection.
- 6.7 If the application is successful the applicant’s name shall be placed on a waiting list until a vacancy occurs in the membership of the relevant category. If there is no waiting list, the applicant shall become a member on election.

- 6.8** The Committee shall be entitled to grant precedence in election to membership to any person who has rendered valuable service in the interest of golf or is an outstanding player or is a child or ward of a member or for any other reason considered good and sufficient. Save as aforesaid no applicant shall be given priority over another.
- 6.9** An owner in either a freehold or sectional property may, in writing, authorize the club to substitute the owner's principle membership to the tenant to the total exclusion of the owner's rights in the benefits of the golf club. Such authority shall remain in full force and effect for the duration of the tenancy or until cancelled in writing by the owner to the club, whichever is the soonest. Should the tenant move to another property the benefit ceases and is not transferable. Should a new tenant in occupation be afforded the same benefit another letter of authority must be issued for that tenant. The owner acknowledges that should the tenant, given such benefit, contravene the golf rules or any clause of this Constitution, any penalties that might be issued due to such contravention will be charged to the owner's levy account.

7. RIGHTS OF MEMBERSHIP

Membership of the Club does not and shall not give to any member of any category any right, title, interest, claim or demand in or to any of the monies, property or assets of the Club, but only confers upon such member the right and privilege of entering into and upon the grounds and erections of the Club, and to use the same in accordance with the uses to which they are devoted by the Committee of the Club, and subject to such restrictions and charges as the Committee may from time to time impose, and subject to the Rules and Regulations of the Club from time to time in force.

8. LIABILITIES OF MEMBERS

In the event of the Club being wound up, there shall be no liability incurred by any member other than in respect of unpaid subscriptions and any article or money owing to the Club.

9. MEMBERS BOUND BY THE RULES AND REGULATIONS

- 9.1 The payment by or on behalf of a member of his or her first subscription shall be acknowledgement on the part of such member that he or she is bound by the Rules and Regulations of the Club, that have been or may hereafter be made by the Committee, and that he or she accepts the ruling of the Committee in all cases, and no person shall be absolved from the effects of the Rules and Regulations in the plea of not having received a copy of them.
- 9.2 All categories of members are bound by the Rules and Regulations of the golf club, the Rules and Regulations of the St James Sports Club, the Caribbean Beach Home Owners Association Rules and Regulations and the Association's Memorandum of Agreement automatically bind the members in the category as listed in 5.1a and b (including the sub-clauses) to comply with the listed requirements. All other members will be held accountable to offences and unacceptable behavior that is committed by those members in all other areas not specifically designated as the Sandy Lane golf course play area.
- 9.3 The golf club committee is held liable to support the Principle Organizations in maintaining discipline among its members at all times when its members are enjoying the benefits of the other assets and facilities of those organizations.
- 9.4 The Principle Organizations have the right to exercise its decisions on any golf club member that is not a bone fide member of the Principle Organizations in the same way they would deal with external visitors to the estate.
- 9.5 The overlying principle of "Right of Admission is Reserved", remains.

10. ENTRANCE FEE

- 10.1** The Committee in its discretion shall from time to time determine:

10.1.1 The entrance fee, if any, payable for each category of membership and shall have the right to decrease the entrance fee in particular circumstances of individual cases.

10.1.2 The entrance fee, if any, to be paid by a member who transfers from one category of membership to another.

11. SUBSCRIPTIONS

- 11.1** The annual subscription of members in the various categories shall be such amount as the Committee may from time to time determine, but no increase in excess of 20 % (Twenty per cent) above the prevailing fee shall be imposed without the approval of full members given at a General Meeting or a Special General Meeting.
- 11.2** The Committee may, at its absolute discretion, remit the whole or part of the subscription of any member for such period and on such terms and conditions as the Committee shall deem fit. Any dispensation granted by the Committee in terms hereof shall be conveyed to the Member in writing and be duly recorded as a minute of such decision of the Committee.
- 11.3** Subscriptions payable by members in the category 5.1a and b (Non-affiliate and Principle Members) are paid through the St James Sports Club levies where the Club's financial year is March to February each year. The Principle affiliate members shall only further be invoiced for the Handicap and Union Fees applicable from time to time. The invoice fee the latter category fees will be issued in November of each year and shall for the purposes of Affiliation will enjoy the associated affiliation benefits for the calendar year from January to December as determined by the HNA and Union. All other categories of membership as listed in Article 5 shall be invoiced for membership, handicap and union fees in November of each year and become due by no later than the last day of December each year. Membership for these categories shall be valid from 1 January to 31 December of each year provided that the invoice is paid by no later than 15 (fifteen) days from date of invoice.
- 11.4** Any member whose subscription or any other liability to the Club has been in arrears for 10 (ten) days or longer and which is not the subject of a written dispute, and which remains unpaid for a further 5 (Five) days after the dispatch of written notice by post or by electronic mail shall, at the discretion of the Committee:
- 11.4.1** have their membership disabled on the Handicap Network without further notice, and
- 11.4.2** should the subscription or any other liability remain unpaid after the 5 (five) days after the dispatch of the written notice stated in clause 11.4.1 above the member shall be disabled on the electronic system until the liability has been paid and their Membership suspended for the duration of the period.
- 11.5** In addition to subscriptions the Committee shall have the power to levy such green, golf cart, competition and any other fees as they may from time to time determine.

12. MEMBERSHIP ALTERATION AND REINSTATEMENT

- 12.1** A member may on written application transfer his or her membership to another category of membership for which he or she is eligible.
- 12.1.1** Members attaining the age of 25 (twenty-five) shall automatically progress to the next level of membership applicable, based on status and age without having to pay an additional entrance fee but shall be subject to the appropriate subscription applicable to the category of membership at that level.
- 12.1.2** Other categories of membership not specified in 12.1.1 will be liable to pay the differential in entrance fee between an existing category of membership and that to which they choose to transfer in the year in which transfer is effected at the discretion of the Committee.
- 12.1.3** A Member shall cease to be a member upon terminating their membership of the Club, in writing, to the Honorary Secretary prior to the date upon which their next subscription becomes due, failing which the member shall be held liable for the payment of their subscription for the ensuing year.
- 12.2.1** Former members who have relinquished their membership of the Club for any reason, may be re-admitted to membership on such terms and conditions as the Committee may determine in each particular case.

13. Responsibilities of Members

- 13.1** Any member shall be liable to make good any damage done to the property of the Club where such damage has been caused by the Member, or any member of the Member's family or ward of the Member or by a Members' guest.

- a. The assessment of the amount of such damage made by the Committee shall be final.
- b. In the event of any Member refusing to make good any such damage when called upon to do so, the Committee shall be entitled to expel such Member from the Club and in addition to institute legal proceedings to recover the amount of such damage.
- c. Members in the category in terms of Clauses 5.1 a) and b) above will have the penalty charges and/or damages claims debited to their Levy account in terms of the Caribbean Beach Club Home Owners Association Memorandum of Incorporation (MOI) and the St James Club Constitution. The amount so charged to the Levy account shall follow the process as laid out in the Association's MOI.

13.2 Any member who has not paid his subscription or any other amount due to the Club within 30 days after the same became due, shall not be allowed to continue as a member while the same remains unpaid, and the Committee shall have the right to expel such member from the Club without prejudice to the Club's right to recover such arrear subscription or any other amount due to it.

14. FINANCIAL YEAR

The financial year of the Club shall end on the last day of February each year

15. COMMITTEE

15.1 The affairs of the Club shall be governed and managed by a Committee of not less than 6 (six) and not more than 8 (eight) Ordinary Affiliated members, of which at least one shall also be a member of the executive committee of the St James Sports Club.

15.2 The Club committee shall also be a sub-committee of St James Sports Club.

15.3 The Chairman of the Golf Club shall also be a Director on the Caribbean Beach Club Home Owners Association Board. Consequential to the term of office set out in the Memorandum of Association and as may be altered from time to time and the automatic Directorship, the Chairman's tenure of the Sandy Lane Golf Club shall be restricted to the conditions as apply to the post of Director of the Association.

15.4 Executive Members include the President of St James Sports Club, the Chairman of the Golf Club, Captain, Vice-Captain, Ladies Representative and 2 (two) others. The estate's General Manager shall be Ex Officio.

15.5 Members qualifying in terms of Clause 5.1 b) and d) who have been members of the Club for 2 (Two) years shall be eligible for election to the Committee. However, only a qualifying member in the 5.1 b) category shall be elected as Chairman. Only members qualifying as above and having served on the Committee for a period of no less than two years shall be eligible for election as Chairman, vice-chairman and Captain

15.6 The Committee shall permit the Lady Members to form a Ladies Section and to conduct the affairs of this Section in accordance with the provisions approved by the Committee, which affairs may not be in conflict with this Constitution.

16. ELECTION OF THE COMMITTEE, CHAIRMAN AND CAPTAIN

16.1 The Executive Members of the Committee shall be elected at the Annual General Meeting or a Special General Meeting called for such purpose, from the members of the Club qualifying under clauses 5.1 b) and d), and shall hold office until the next Annual General Meeting.

16.2 A retiring member of the Committee shall be eligible for re-election on the Committee without nomination provided notice of such intention to do so is posted on the Notice Board at least 5 (five) days prior to the Meeting. A member other than a retiring member of the Committee, shall be eligible for election to the Committee only if a nomination signed by 2 (Two) members qualifying in terms of Clauses 5.1 a) to d) and endorsed with the consent of the nominated member has been received by the Club at least 5 (Five) days prior to the date of the Meeting.

- 16.3** Should the number of nominations exceed the required number; meeting shall vote by show of hands for the election of a committee. All nominees shall excuse themselves from the meeting during the voting process. The counting shall be conducted by two ordinary members nominated at the meeting to count the votes.
- 16.4** Should the number nominated fall below the requisite number, the Chairman of the meeting shall declare those nominated to be elected and call for a further nomination for the purpose of electing the balance of the required number and such election shall take place forthwith by means of a ballot if necessary.
- 16.5** The Chairman and Club Captain shall be elected at the Annual General Meeting by the Ordinary Affiliate Members. The Chairman shall be an affiliated member as well as a home owner and member of Caribbean Beach Club Home Owners Association and St James Sports Club. The Club Captain shall be a home owner and member of Caribbean Beach Club Home Owners Association and St James Sports Club and an affiliated member.
- 16.6** Should there be more than one nomination for the position of Chairman and/or Captain a ballot shall be taken.
- 16.7** The Committee shall cause to be formed ad-hoc sub-committees as may be necessary.

17. POWERS OF THE COMMITTEE

- 17.1** The Committee shall have the power and authority to do any act, matter or thing which could or might be done by the Club excepting such matters as are in this Constitution specially reserved to be dealt with at a General Meeting.
- 17.2** The Committee shall in addition to the general powers and authorities granted to the Committee by this Constitution have the following special powers:
- 17.2.1** To direct and provide for the custody, employment, management, remittance and expenditure of monies and funds of the Club.
- 17.2.2** To carry out and give effect to all resolutions of the members in a general meeting and where no special direction is given as to the manner in which any resolution is to be carried, to carry it in such manner and form as the Committee may, in its discretion, think fit.
- 17.2.3** To fix or amend from time-to-time tariffs and charges including green, playing, annual playing card, trail fees, caddies' remuneration and any other tariffs necessary.
- 17.2.4** To make, vary and repeal Rules and Regulations for the running of the affairs of the Club, its officials and servants, provided that such Rules and Regulations do not conflict with the Constitution and Rules of the St James Sporting Club and Marina. The Committee shall cause all Rules and Regulations which it brings about to be recorded in a special register therefor which shall be maintained by the Club and available for inspection by members at all reasonable times;
- 17.2.5** To discipline members for any misconduct in terms of the Constitution and/or Club rules in any manner it may think fit. This may include expelling a member from the Club provided that no member shall be so dealt with until the Committee shall have given that member an opportunity to appear before a meeting of the Committee and explain his conduct. In instances where the misconduct has occurred on or in property controlled by the Home Owners Association the Association has the right to elevate the decision as to the outcome for the misconduct to be considered by Executive Committee of the St James Sports Club.
- 17.2.6** To hold competitions and tournaments and to make any special arrangements therefor, and to set aside the Club's grounds, or any part thereof for any special purpose whatsoever;
- 17.2.7** To arrange terms of reciprocity with other Clubs;

17.2.8 To co-opt, at its discretion, a member or members for any purpose, including Chairman and Club Captain. Any member appointed to fill a vacancy shall retire from the Committee at the same time as the member in whose stead he was appointed, was due for retirement.

17.2.9 To settle any dispute which has been submitted to the committee in writing, including disputes or doubts as to the proper interpretation of the Rules of the Club.

17.2.10 To fill such vacancies amongst their number as may occur during their term of office;

17.2.11 To compile or alter special rules of the Club as required from time to time. These will be posted on the Club notice board.

17.2.12 To nominate members with official SAGA handicaps to represent the Club at official competitions.

17.2.13 To encourage active participation and full use of the Club facilities.

17.2.14 To determine whether and to what extent and at what times and places and under what conditions the accounts and books of the Club or any of them shall be open to the inspection of members.

17.2.15 To determine the maximum number of members in any category;

17.2.16 To deal with any conditions or circumstances arising for which specific provision is not provided for in this Constitution or in the Rules and Regulations of the Club.

17.2.17 To consider, approve, limit and control existing and additional Donor, Memorial or Commercial signage positioned or to be positioned on the golf course with the prior permission of the St James Sports and Marina Club and the CBCHOA Board..

17.2.18 To maintain the golf course in an acceptable playing condition to the members, and not make any material alterations to the design of the course without the prior approval of members at a General Meeting.

18. REGISTER OF ORDINARY AND AFFILIATED MEMBERS

A register of Ordinary and Affiliated Members shall be kept showing: -

18.1 The name and addresses of

18.2 The Identity Number of the member

18.2 The class of membership

18.3 The date of commencement of membership

18.4 The membership number

19. MEETINGS OF THE COMMITTEE

19.1 The Committee shall meet once every quarter and at such other times as may be required.

19.2 At least 5 (Five) full day's notice shall be given of all meetings of the Committee, unless all members of the Committee agree to accept shorter notice.

19.3 At all meetings of the Committee, 4 (four) members shall constitute a quorum.

19.4 Any member of the Committee absenting himself or herself without leave from 2 (Two) consecutive meetings, of which due notice has been given, shall cease to be a member of the Committee, provided that such meetings do not take place within a period of 15 (Fifteen) days.

19.5 A meeting of the Committee may be convened at the request of the Chairman or on the written request of at least 2 (Two) members of the Committee.

19.6 Voting procedure:

All decisions at Committee Meetings shall be decided by a majority of votes, unless otherwise specified herein, and the declaration of the result by the Chairman shall be conclusive. The Chairman of a Committee meeting shall have a casting vote in addition to a deliberative vote.

20. CHAIRMAN OF THE COMMITTEE

The Chairman or in his absence the Captain or in his absence a member elected by the members present shall be the Chairman of the Committee. The Chairman of any meeting shall have a casting vote in addition to his deliberative vote.

21. SUB-COMMITTEES

21.1 The Chairman shall have the power to appoint Sub-Committees for any purpose and to delegate to Sub-Committees such powers as may be deemed desirable.

21.2 The Chairman shall be ex officio member of all Sub-Committees.

22. LIABILITY OF THE COMMITTEE

The members of the Committee and Sub-Committees are hereby indemnified and held harmless against any loss or damage that may be suffered as a result of endeavours made by them in good faith to give effect to the duties and powers vested in them.

23. GENERAL MEETINGS

23.1 Only Full members shall be entitled to vote at General Meetings, being Annual General Meetings and Special General Meetings.

23.2 Notice of the date and hour of all General Meetings shall be posted in the Clubhouse, and e-mailed or to all members entitled to attend and vote at the meeting at their addresses reflected on the Membership Roll, at least 14 (Fourteen) days prior to the date of such meeting. All General Meetings shall be held in the Clubhouse. In the event it is not possible to hold in person meetings, meetings, including General Meetings can be held via an electronic medium.

23.3 The accidental omission to send a notice to any member shall not invalidate the Meeting.

24. ANNUAL GENERAL MEETINGS

24.1 An Annual General Meeting shall be called for not later than 9 (nine) months after the commencement of the financial year unless exceptional circumstances prevail where the AGM shall not be later than 11 (eleven) months and 15 (fifteen) days. The financial year shall commence on 1st March.

24.2 The Notice of the Annual General Meeting shall include the Report of the Committee, the Financial Statement of the affairs of the Club for the previous year, a summary of the Capital Expenditure budgets and estimates and any proposed resolutions of which due notice has been given in terms of Clause 29.8.

24.3 The Golf Membership shall have the right to recommend changes to this Constitution, in writing submitted at least 5 (five days) prior to a General meeting and any amendment must carry the approval of at least 75 (seventy-five) per cent of the golf members present at the meeting in person or by proxy. The approved resolution shall be submitted to the St James Sports Club Executive Committee for approval and adoption. The resolution thus adopted with or without change by the Executive Committee

shall be implemented and the amended Constitution shall be published to the full membership. Any comments following such publication shall be considered and responded to and if there is no significant change shall be officially adopted by the St James Executive Committee and published on the official media platforms used by the Home Owners association.

25. SPECIAL GENERAL MEETINGS

- 25.1** Special General Meetings may be called by resolution of the Committee, or on a requisition addressed to the Chairman signed by not less than 10 (ten) Members.
- 25.2** The requisition shall set forth clearly the business for which such Special General Meeting is to be convened and the resolution which is to be proposed.
- 25.3** Only such business shall be considered at a Special General Meeting as has been specified in the notice of the meeting.
- 25.4** A Special General Meeting requisitioned by 10 (ten) members shall be convened by the Chairman within 15 (fifteen) days of his receipt of such requisition provided that no such meeting shall be convened if the business of the Meeting shall be to consider what in the opinion of the Committee is substantially the same as that considered at a General Meeting held less than 12 (Twelve) months previously.

26. CHAIRMAN AT GENERAL MEETINGS

The Chair at all General Meetings shall be taken by the Chairman or in his absence the Captain or in his absence a Golf Club Executive Committee Member.

27. QUORUM AT GENERAL MEETINGS

- 27.1** The quorum for a General Meeting shall be 12 (Twelve) Members made up of (8) ordinary Affiliated Members plus 4 (four) committee members present and entitled to vote. Should no quorum be present within 15 (Fifteen) minutes after the time fixed for the meeting, the meeting shall, in the case of an Annual General Meeting or a Special General Meeting called by the Committee, be postponed to the same place, day and hour in the following week, and, at such adjourned meeting those members present shall be deemed to be a quorum for the transaction of all businesses of the meeting.
- 27.2** In the case of a Special General Meeting called by requisition of members, if no quorum be present within the specified time above, the meeting shall be dissolved.

28. VOTING AT GENERAL MEETINGS AND ADJOURNMENTS

- 28.1** A General Meeting may be adjourned from time to time by a majority of votes.
- 28.2** Unless otherwise provided in this Constitution:
- 28.2.1** All decisions at General Meetings shall be decided by a majority of votes of ordinary and affiliated members of the club and the declaration of the result by the Chairman shall be conclusive.
- 28.2.2** All votes other than for election of members of the Committee shall be taken by a show of hands unless a ballot is demanded by not less than 10 (Ten) members, in which event the Chairman shall fix the time and mode of such ballot. All votes for members of the Committee shall be by ballot.
- 28.2.3** Voting procedure:
Members must vote for at least the minimum number of candidates necessary to fill the Committee. A spoilt paper will be considered one where there are less or more votes than the number of vacancies to be filled.
- 28.3** **PROXY'S**

- 28.3.1** Every member present in person or by proxy at a General Meeting of the Club shall be entitled to one vote.
- 28.3.2** Votes at a General Meeting may be cast either personally or by proxy. Whether on a poll or on show of hands
- 28.3.3** An instrument appointing a proxy shall be subject to the proviso hereto, be in writing under hand of the appointed or his agent duly appointed in writing, and shall be deposited at the domicilium Home Owners Association not less than 48 (forty-eight) hours before the meeting.
- 28.3.3** No Person may hold more than (3) three proxies.
- 28.3.3** The rules of the proxy are stated on the form and all conditions stated therein shall be effective.

29. CASTING VOTE AT GENERAL MEETINGS

In all cases of an equality of votes at General Meetings, the Chairman shall have a casting vote in addition to his deliberative vote.

30. BUSINESS AT ANNUAL GENERAL MEETINGS

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

- 30.1** To confirm the Minutes of the previous Annual General Meeting;
- 30.2** To receive the Report of the Committee on the affairs of the Club;
- 30.3** To receive and consider the Statement of Income and Expenditure for the preceding year;
- 30.4** To receive and consider the Proposed Capital budgets for the ensuing 3 (three) years;
- 30.5** To elect the Committee for the ensuing year;
- 30.6** To consider any business concerning the affairs of the Club.

31. MISCONDUCT OF MEMBERS

- 31.1** Should any member in the opinion of the Committee, commit any willful breach of the Constitution or the Rules and Regulations of the Club, or be guilty of improper, dishonest or unworthy conduct, or fail to make payments of monies due to the Club after due notice, or be guilty of conduct unbecoming or prejudicial to the interests of the Club, whether within the Club's precincts or outside them, or become insolvent, the Committee, subject to the provisions of Article 17.2.5, shall have the power:
- 31.1.1** To reprimand such member;
- 31.1.2** To call upon such member to rectify any misconduct;
- 31.1.3** To expel such member;
- 31.1.4** To deprive such member of any or all rights and advantages of his or her membership during such time or period as the Committee in its absolute discretion may deem fit and advisable;
- 31.1.5** To call upon such member in writing to resign, and if he or she fails to resign, within 15 (fifteen) days of the date of such request, to expel such member;
- 31.1.6** To call upon such member in writing to appear before the Committee and there explain his or her conduct and should such member fail to appear when called upon, to expel or otherwise deal with such member as provided in this Constitution;

31.1.7 To declare such member ineligible for re-election.

32. EXERCISE OF POWERS BY COMMITTEE

In exercising the powers conferred by Clause 30 hereof, the Committee shall be bound by the following provisions:

- 32.1** Any action taken by the Committee under the provisions of 30.1.3, 30.1.4, through 30.1.7 above shall not entitle any member so dealt with, to a refund in either part or whole of any entrance fee or subscription which has been paid in terms of this Constitution;
- 32.2** No member shall be dealt with in terms of the provisions of 30.1.3, through 30.1.7 above, unless and until the Committee shall have given him or her an opportunity to appear before it at such time and place as it may deem fit to explain or justify his or her conduct, and at such hearing the Committee shall determine the procedure to be adopted. The Committee shall have the power to summon any member or request any other person to appear before it to give evidence for or against any such member, and any such member shall have the like power to tender the evidence of any member or any other person he or she may deem fit;
- 32.3** All communications between the Committee and a member dealt with in terms of 30.1.3 through 30.1.7 shall be confirmed in writing.

33. RIGHT OF APPEAL

- 33.1** Any member expelled or called upon to resign by the Committee, shall have the right to appeal against the Committee's decision by lodging their written application to the Executive Committee of St James Sports Club stating the reasons they believe the expulsion should be reviewed.
- 33.2** Such application shall be considered by the Executive Committee stated in 33.1 above and an appeal hearing shall be set up and convened in terms of Article 8 of the CBC MOI.
- 33.3** Where an appeal has been lodged in respect any decision of the Golf Committee, the member concerned shall, from the date of such decision until the decision of the outcome of the Appeal Hearing, be precluded from all privileges of membership.
- 33.4** The Appeal Committee shall have the power to confirm, revoke or vary the decision of the Committee within the terms of Clause 31 hereof.
- 33.5**

34. ALTERATIONS AND INTERPRETATIONS OF CONSTITUTION

Any addition, or alteration to the Constitution shall require the sanction of a majority of not less than two-thirds of the members present at a General Meeting.

35. DISSOLUTION AND LIQUIDATION

- 35.1** The Club may be dissolved by a resolution passed at any special meeting called for that purpose provided that such resolution is passed by a majority of two-thirds of the Members of St James Sports Club and further, that such resolution is confirmed at a Special General Meeting of the Members of St James Sports Club held not less than 1 (One) month thereafter by the majority of members entitled to vote thereon.
- 35.2** Upon winding up or liquidation of the Club, all its assets remaining after the satisfaction of its liabilities shall be given or transferred to St James Sports Club.
- 35.3** Upon winding up or liquidation of the Club, none of the assets remaining after the satisfaction of its liabilities shall be distributed to any member of the Club.

36. COMMENCEMENT OF THIS CONSTITUTION

This Constitution shall come into effect on adoption and the previously existing Constitution shall then stand repealed, provided that anything done under the previously existing Constitution shall be presumed to have been done in terms of the corresponding provision of this Constitution.
