



# Skukuza Golf Club

THE CONSTITUTION

21 JULY 2016

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# THE CONSTITUTION

## 1. NAME

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The name of the Club shall be "SKUKUZA GOLF CLUB" (hereinafter referred to as the "CLUB")

## 2. VISION

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The CLUB provides an outstanding golfing experience across the demography of people<sup>1</sup> within the catchment of the CLUB and provides socio-economic development<sup>2</sup> opportunities.

## 3. OBJECTS

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The objects of the CLUB are:

- 3.1 Primarily to provide ground and facilities to foster the game of golf; and
- 3.2 To promote the golf game and recreation for all its MEMBERS; and
- 3.3 To grow and expand membership across the demography of people within the catchment of the CLUB; and
- 3.4 To provide such amenities and services as may be desirable in the interest of the members of the CLUB; and
- 3.5 To supply food and refreshments and conduct social functions; and
- 3.6 To do all things necessary or incidental to the running of the CLUB and the provision of facilities for other sports and amenities which do not conflict with the primary object of the CLUB.

## 4. DEFINITIONS

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- 4.1 The word "CLUB" shall include all the golf course facilities that presently exist or to be erected and laid out in the Skukuza Camp area or SANPARK Personnel Village or area approved for that purpose by the SANPARK'S MANAGEMENT;
- 4.2 The word "MEMBER" shall apply to both men and women, and legal persons;
- 4.3 The word "PROPERTY" shall mean the laid out golf course at the Skukuza Village;
- 4.4 The word "RESIDENT(S)" shall mean all the permanent inhabitants of the Kruger National Park;

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<sup>1</sup> Demography of people refer to all ages, genders and races within the catchment of the CLUB

<sup>2</sup> Socio-economic development includes several features such as GDP, life expectancy, literacy and levels of employment. Changes in less-tangible factors are also considered, such as personal dignity, freedom of association, personal safety and freedom from fear of physical harm, and the extent of participation in civil society. It is in the life expectancy (recreational golf improves human well-being), literacy (expanding golf into a wide-spectrum of young people), levels of employment (various opportunities associated with green keeping, garden keeping, bar and restaurant services), personal dignity, freedom of association and participation in civil society are all elements that the CLUB can provide opportunities for.

- 4.5 The word "REPRESENTATIVE" shall mean the persons appointed or nominated by THE SKUKUZA CAMP MANAGEMENT.
- 4.6 Interpretation:
- 4.6.1 The word "MASCULINE" shall include the feminine gender;
- 4.6.2 The word "SINGLE" include the plural.

## 5. RULES OF THE GAME

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The Rules of the Game shall be those of the Royal and Ancient Golf Club at St Andrews and such rules as may, from time to time, be framed by the Committee. The Committee may create local rules from time to time and all such rules shall be deemed as approved and accepted.

## 6. POWERS OF THE CLUB

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Without prejudice to the foregoing general power and without limiting the same in any way, the CLUB shall have the following powers enacted by the committee (see Section 18):

- 6.1 to purchase, lease, hire or acquire in any other manner any right in movable and immovable PROPERTY which may be deemed necessary or convenient for any of the purposes of the CLUB;
- 6.2 to sell, manage, let, sub-let, hire or otherwise deal with all or any part of the CLUB'S rights and/or assets;
- 6.3 to borrow or raise money and secure the payment thereof in any such manner as the CLUB deems fit provided that this power may not be exercised without 80% (EIGHTY PERCENT) of the CLUB'S MEMBERS written consent;
- 6.4 to pay commission and/or remuneration for any services rendered to it or on its behalf, whether by an employee or any MEMBER, or anyone else, and whether rendered on a fulltime, part-time, casual or other basis;
- 6.5 to invest funds available only with registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, Act 28 of 2001, and in securities listed on a licensed stock exchange as defined in the Stock Exchange Control Act, 1985 (Act 1 of 1985);
- 6.6 to organize, promote and encourage tournaments, competitions, championships and social functions for its MEMBERS and visitors;
- 6.7 to publish bulletins and magazines for the CLUB'S purposes;
- 6.8 to accept and receive gifts, donations, grants requests and contributions of any kind;
- 6.9 to determine and collect entrance fees, subscriptions and MEMBERSHIP fees (annual or otherwise), from its MEMBERS;
- 6.10 to carry out all such powers as may be necessary, expedient, conclusive or incidental to the attainment of its objects;
- 6.11 to apply to any competent authority for any licence which the CLUB may require for the purpose of carrying on its business or to acquire such licences in any manner;

- 6.12 to pass any rules and regulations in connection with the use of any facility and exercising of any applicable sport, subject to the approval of 75% (SEVENTY-FIVE PERCENT) of the MEMBERS at an Annual Meeting;
- 6.13 to be affiliated to the Mpumalanga Province Golf Association, or to any other recognised Golf Union / Association wherever;
- 6.14 to generate funds and acquire assets and any monies shall be invested solely for the benefit of the CLUB and its MEMBERS. However, in no way shall it be distributed to or among any person or persons.

## 7. CORPORATE STATUS

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- 7.1 The CLUB shall:
  - 7.1.1 be a corporate body;
  - 7.1.2 not be carried on for the purpose of gain;
  - 7.1.3 have perpetual succession notwithstanding any change in the number or identity of its MEMBERS from time to time;
- 7.2 The income and the assets of the CLUB shall be applied towards the promotion of its vision and objects for which it is established;
- 7.3 No part of the income or assets shall be paid directly or indirectly by way of dividend, donation or otherwise, to the MEMBERS of the CLUB;
- 7.4 The CLUB shall be entitled to sue and be sued in its own name.

## 8. MEMBERSHIP

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

- 8.1 EXISTING MEMBERS - On acceptance of this constitution the existing paid up MEMBERS of the CLUB shall remain MEMBERS subject to the terms and conditions as set out in the constitution.
- 8.2 HONORARY LIFE MEMBERS - By a majority vote at an annual general meeting after 7 (SEVEN) days prior notice has been given by the committee, HONORARY LIFE MEMBERSHIP of the CLUB may be conferred in recognition of special or outstanding services rendered by such a person of the CLUB.
  - 8.2.1 HONORARY LIFE MEMBERS - are entitled to the privileges of MEMBERSHIP without payment of any entrance fee or subscription (excluding green and competition fees), but are subject to the constitution and regulations, as if they were ORDINARY (FULL) MEMBERS of the CLUB.
- 8.3 HONORARY MEMBERS - The committee may invite a person to become an HONORARY MEMBER of the CLUB, upon such terms and for such period as the committee may determine, subject to a maximum of 5 (FIVE) such persons for any financial year;
  - 8.3.1 Such an HONORARY MEMBERSHIP shall not continue for longer than the ensuing financial year, unless the committee renews such MEMBERSHIP on the expiry of the financial year;

- 8.3.2 No persons residing within 40 (FORTY) kilometers of the clubhouse shall be elected an HONORARY MEMBER, except by reason of the fact that he holds some public office, or has conferred some special benefit to the CLUB;
- 8.3.3 HONORARY MEMBERS shall be entitled to the privileges of MEMBERSHIP without payment of an entrance fee or subscription (excluding green and competition fees), but are otherwise subject to the constitution and regulations as if they were ORDINARY (FULL) MEMBERS, but have no voting rights;
- 8.4 LIFE MEMBERS:
- 8.4.1 HONORARY LIFE MEMBERSHIP shall be conferred at an annual general meeting upon a person who is a MEMBER of the CLUB, or a benefactor, who has been proposed as a HONORARY LIFE MEMBER by the committee, in recognition of a special service(s) or financial contribution to the CLUB, should 2/3 (TWO THIRDS) of the MEMBERS with voting rights at the meeting, so approve.
- 8.4.2 A permanent RESIDENT MEMBER shall be eligible to LIFE MEMBERSHIP when the MEMBER retires from his or her profession or work and is liable for future annual MEMBERSHIP fees as laid down by the CLUB for a RESIDENT MEMBER. SAGU affiliation fees are the responsibility of the LIFE MEMBER;
- 8.4.3 HONORARY LIFE MEMBERS shall be entitled to all the privileges of a RESIDENT (FULL) MEMBER without payment of the annual subscription, but subject to the provisions of the constitution.
- 8.4.4 LIFE MEMBERS have voting rights.
- 8.5 RESIDENT MEMBERS - A person who has a permanent place of residence or a permanent place of business within the Kruger National Park or is a permanent employee of SANPARKS anywhere in South Africa or resides within a radius of 40km from the CLUB shall be eligible for RESIDENT MEMBERSHIP.
- 8.5.1 RESIDENT MEMBERS (also called FULL MEMBERS), male and female, shall be entitled to the full benefits and facilities of the CLUB and may vote at the annual general meeting and at all special general meetings.
- 8.6 RESIDENT STUDENT MEMBERS OR COMPULSORY TRAINEE UNDER THE AGE OF 25 - Any MEMBER'S dependent between the ages of 16 (SIXTEEN) and 25 (TWENTY-FIVE) and who is in full time education at a recognized institution, or is undergoing full time military or alternative national training may, on application on the prescribed form and after producing proof of such fact be elected by the committee as such a MEMBER. On payment of the prescribed entrance fee and subscription such a person shall become a MEMBER of the CLUB and shall have the same playing rights as an ORDINARY (FULL) MEMBER, but shall have no voting rights;
- 8.6.1 After attaining the age of 25 (TWENTY-FIVE) they may be elected to FULL MEMBERSHIP. A FULL (UNDER 25) MEMBER, who has graduated to pay an entrance fee on election to FULL MEMBERSHIP.
- 8.6.2 In the event of a MEMBER under the age of 25 (TWENTY-FIVE) attaining the age of 25 (TWENTY-FIVE), and he/she does not comply with the criteria set out in 8.5.1, his/her MEMBERSHIP lapses at the end of the current membership cycle.

- 8.7 JUNIOR MEMBERS - Any person under the age of 16 (SIXTEEN) may, on application on the prescribed form, be elected by the committee as a JUNIOR MEMBER. On payment of the prescribed entrance fee and subscription such a person shall become a JUNIOR MEMBER of the CLUB;
- 8.7.1 The committee has the right to decide that JUNIOR MEMBERS may use the CLUB and/or course facilities under such conditions as may be determined by the committee from time to time;
- 8.7.2 A JUNIOR MEMBER has no voting rights;
- 8.7.3 After attaining the age of 16 (SIXTEEN), they may be elected FULL (UNDER 25) MEMBERSHIP. A JUNIOR MEMBER, who has been a MEMBER for more than 3 (THREE) years, shall not be required to pay an entrance fee on election FULL (UNDER 25) MEMBERSHIP;
- 8.7.4 In the event of a JUNIOR MEMBER attaining the age of 16 (SIXTEEN), and he/she does not comply with the criteria set out in paragraph 7.6 his/her MEMBERSHIP lapses on his/her 16<sup>th</sup> birthdate.
- 8.8 SPECIAL COUNTRY MEMBERS - Any person who is and remains an ORDINARY (FULL) MEMBER of another affiliated golf club within 40 (FORTY) kilometers of his/her domicile and is permanently resident beyond a radius of 40 (FORTY) kilometers from the Skukuza clubhouse, may be elected as a SPECIAL COUNTRY MEMBER;
- 8.8.1 Any person who is and remains an ORDINARY (FULL) MEMBER of another affiliated golf club, other than the Republic of South Africa, may on proof of such MEMBERSHIP, be elected as a SPECIAL COUNTRY MEMBER;
- 8.8.2 On payment of the prescribed entrance fee and subscription, an applicant shall on approval by the committee become a SPECIAL COUNTRY MEMBER;
- 8.8.3 A SPECIAL COUNTRY MEMBER who resides within 40km from the Skukuza clubhouse for a period of more than 4 (FOUR) consecutive months shall not be entitled to continue as a SPECIAL COUNTRY MEMBER. Such a person may, however, with the approval of the committee, become an ORDINARY (FULL) MEMBER by paying the subscription fee at the time of application to become an ordinary MEMBER
- 8.8.4 SPECIAL COUNTRY MEMBER shall have full playing rights and the full use of the facilities of the clubhouse.
- 8.8.5 SPECIAL COUNTRY MEMBERS may play in the club championship, but shall not qualify as the winner or win any prize.
- 8.8.6 If, in the opinion of the committee, a SPECIAL COUNTRY MEMBER uses the facilities of the CLUB regularly and extensively, the committee may require such a MEMBER to become an ORDINARY (FULL) MEMBER, subject to the payment of the prescribed fees. Should such a MEMBER fail to comply with the request of the committee the MEMBERSHIP of such a person may consequently be terminated.
- 8.8.7 A SPECIAL COUNTRY MEMBER shall not be entitled to vote at an annual general meeting or special general meetings or hold any office.



- 8.8.8 A SPECIAL COUNTRY MEMBER may include SANParks appointed contractors who can prove a consecutive involvement of no less than 12 months from the date of the application being submitted.
- 8.9 REGULAR COUNTRY MEMBERS - Any person who has been an ORDINARY (FULL) MEMBER in good standing of the CLUB for a period of at least 3 (THREE) years and who has relocated for any reason whatsoever to outside of a radius of 40km of the Skukuza clubhouse may be elected as a REGULAR COUNTRY MEMBER.
- 8.9.1 Any person who is and remains an ORDINARY (FULL) MEMBER of another affiliated golf club, within the boundaries of the Republic of South Africa, may not be elected as a REGULAR COUNTRY MEMBER.
- 8.9.2 On payment of the prescribed entrance fee and subscription, an applicant shall on approval by the committee become a REGULAR COUNTRY MEMBER.
- 8.9.3 A REGULAR COUNTRY MEMBER who resides within 40 (FORTY) kilometers from the Skukuza clubhouse for a period of more than 4 (FOUR) consecutive months shall not be entitled to continue as a REGULAR COUNTRY MEMBER. Such a person may, however, with the approval of the committee, become an ORDINARY (FULL) MEMBER by paying the subscription fee of an ORDINARY (FULL) MEMBER'S entrance and subscription fee at the time of application to become an ordinary MEMBER.
- 8.9.4 A REGULAR COUNTRY MEMBER shall have full playing rights and the full use of the facilities of the clubhouse.
- 8.9.5 REGULAR COUNTRY MEMBERS may play in the club championship, but shall not qualify as the winner or win any prize.
- 8.9.6 If, in the opinion of the committee, a REGULAR COUNTRY MEMBER uses the facilities of the CLUB regularly and extensively, the committee may require such a MEMBER to become an ORDINARY (FULL) MEMBER, subject to the payment of the prescribed fees. Should such a MEMBER fail to comply with the request of the committee the MEMBERSHIP of such a person may consequently be terminated.
- 8.9.7 A REGULAR COUNTRY MEMBER shall not be entitled to vote at an annual general meeting or special general meetings or hold any office.
- 8.10 SOCIAL MEMBERS - Any person, in good standing, on application, may be elected by the committee to become a SOCIAL MEMBER of the CLUB.
- 8.10.1 On acceptance, and on payment of the prescribed entrance and subscription fees, such a person shall be enrolled as and become a SOCIAL MEMBER of the CLUB.
- 8.10.2 Such MEMBERS shall be entitled to make use of the facilities of the CLUB, excluding the golf course. They shall have no voting rights and shall not be eligible for election to any office.
- 8.10.3 Such MEMBERS shall have the privilege of playing 1 (ONE) round of golf per calendar month of the financial year on payment in advance of the playing fees as determined by the committee from time to time.
- 8.10.4 No handicap shall be awarded to SOCIAL MEMBERS.

- 8.11 VISITING GOLFING MEMBERS - A visitor to the CLUB who is a MEMBER of an affiliated golf club may be classified as a visitor by signing the visitor's book and paying the prescribed fee. Such a person then becomes entitled to the privileges of a TEMPORARY MEMBER for the period covered by the fees that have been paid. For the information of visitors, a copy of these provisions relating to visitors shall be kept posted prominently at the CLUB premises.
- 8.12 RECIPROCAL MEMBERS - The committee shall have the right to negotiate RECIPROCAL MEMBERSHIP with other affiliated clubs.
- 8.13 MEMBERS BY INVITATION - The committee may invite a person of good standing in the community of Skukuza to become a MEMBER of the CLUB, upon such terms and for such a period as the committee may determine. Such MEMBERS shall be entitled to the same privileges as SOCIAL MEMBERS.
- 8.14 SOCIAL VISITORS - On signing the Visitor's Book by a MEMBER of the CLUB social visitors shall be entitled to use the premises of the clubhouse during the fixed hours of the CLUB, but shall not be entitled to use any other facilities of the CLUB without payment in advance of the prescribed fees for visitors.
- 8.15 TEMPORARY MEMBERS - The committee may grant TEMPORARY privileges of MEMBERSHIP to any person who is:
- 8.15.1 A bona fide candidate whose application, and payment of the necessary fees, for admission as a MEMBER to the CLUB has been posted on the Notice Board while the application has not yet been ratified by the committee;
  - 8.15.2 A bona fide participant in a game, match or competition on the course and for which the participant has paid the prescribed fee in advance. This applies for the period for which the fees have been determined;
  - 8.15.3 TEMPORARY MEMBERS shall have no voting rights.
- 8.16 TEMPORARY ABSENCE FROM REPUBLIC OF SOUTH AFRICA - A MEMBER who temporarily leaves the Republic of South Africa for a continuous period of more than 6 (SIX) months and who elects to be classified as, and to pay the commuted subscription relative to, an ABSENTEE MEMBER, shall notify the Club Manager in writing of such election, the date of departure, the expected duration of absence of the overseas address. Such MEMBER shall be under the obligation to notify the Club Manager immediately of the date of return to the Republic of South Africa from which date he or she shall resume payment of the subscriptions relative to his or her class of MEMBERSHIP. If a MEMBER temporarily absent from the Republic of South Africa elects to continue paying the subscriptions relative to his or her class of MEMBERSHIP, he or she shall notify the MANAGER of the address to which notices may be addressed to him or her and failure to pay subscriptions on due date renders such MEMBER liable to posting in terms of paragraph 9.3.

## 9. APPLICATION FOR MEMBERSHIP

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The procedure for applying for MEMBERSHIP, other than HONORARY or TEMPORARY MEMBERSHIP, shall be as follows:

- 9.1 An ORDINARY MEMBER of the CLUB to whom the applicant must be well known, shall apply to the MANAGER for an application form on behalf of such applicant;

- 9.2 No MEMBER should act as a proposer or a seconder more than twice in any one financial year, nor until they have been a MEMBER of the CLUB for at least two years;
- 9.3 The applicant shall complete the application form as prescribed from time to time by the MANAGEMENT COMMITTEE. The form must be signed by the proposer and by a seconder other than the spouse of the proposer, who must also be an ORDINARY MEMBER of the CLUB and to whom the applicant is well known;
- 9.4 The applicant shall in the application form set out the names and addresses of four referees being MEMBERS of the CLUB, other than the proposer and seconder, who should have known the applicant for at least two years and to whom reference shall be made and who shall complete the prescribed form. Should a referee be unable to complete the prescribed form because of death or prolonged illness or absence, the applicant shall be asked for a further reference;
- 9.5 The applicant together with his/her proposer and seconder must meet by arrangement with a MEMBER of the MEMBERSHIP sub-MANAGEMENT COMMITTEE and provide such information or further referees as may be called for.
- 9.6 Acknowledgement of receipt of the application will be posted to the proposer with a copy of the seconder and the applicant. If such acknowledgement is not sent within 90 (NINETY) days of receipt by the CLUB of the application or within 30 (THIRTY) days of the interview referred to above, whichever is the later, the application will be deemed to have lapsed.
- 9.7 Once acknowledged the applicant's full names, occupation and address together with the names of his/her proposer and seconder will be placed on the CLUB notice boards at the clubhouse and Skukuza Camp Administrative Offices for a period of 1 (ONE) month and for a period of at least 14 (FOURTEEN) days prior to the application for election being considered by the MANAGEMENT COMMITTEE.
- 9.8 No close relative and no MEMBER of the MANAGEMENT COMMITTEE or neither his nor her spouse shall propose or second or act as a referee for any applicant;
- 9.9 The names of applicants for MEMBERSHIP shall be placed on a waiting list from which they shall be withdrawn for consideration for election as vacancies in each class of MEMBERSHIP occur;
- 9.10 Notwithstanding anything to the contrary herein contained, the spouse of a MEMBER shall be entitled to be considered for election to MEMBERSHIP at any time upon application, without being placed on the waiting list.
- 9.11 Children of MEMBERS shall come up for immediate election without being placed on the waiting list, provided that they are under the age of 25 (TWENTY-FIVE);
- 9.12 For the purpose of this paragraph, HONORARY, TEMPORARY and JUNIOR MEMBERS are not ORDINARY MEMBERS;
- 9.13 Election to MEMBERSHIP may be deferred for a maximum of 3 (THREE) years;

## 10. ELECTION/PRIVILEGES OF MEMBERS

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- 10.1 ELECTION - The election of MEMBERS shall be by ballot conducted at a meeting of the MANAGEMENT COMMITTEE, the quorum for which meeting shall be 5 (FIVE) MEMBERS, and

no candidate shall be elected unless he or she receives the votes of the majority of the MEMBERS of the MANAGEMENT COMMITTEE present and voting;

10.1.1 When the name of the applicant for MEMBERSHIP is posted in terms of paragraph 9.6 any MEMBER wishing to object to his or her election shall during the period of such posting lodge a properly motivated written objection with the MANAGEMENT COMMITTEE giving such information as the objector wishes the MANAGEMENT COMMITTEE to take into account. Such objection shall be handed to the MANAGER for submission to the MANAGEMENT COMMITTEE;

10.1.2 Should the MANAGEMENT COMMITTEE have received 25 (TWENTY-FIVE) written objections to the election of a candidate who they would otherwise have admitted to MEMBERSHIP then the election shall be by ballot of MEMBERS of which notice shall be placed on the CLUB notice boards for at least 14 (FOURTEEN) days prior to the date set for the ballot. The ballot shall be open and BE conducted on 1 (ONE) day between 08h00 and 19h30 at the clubhouse. At least 50 (FIFTY) MEMBERS must record their votes on the day of the ballot if it is to be taken into account by the MANAGEMENT COMMITTEE. If 25% (TWENTY-FIVE PERCENT) of the votes are against the candidates, he or she shall not be elected.

10.2 PRIVILEGES OF CANDIDATES FOR ELECTION - A candidate for election, duly proposed and seconded, on receipt of a notification from the MANAGER that his or her name is to be submitted to a ballot for election shall be entitled to the use of the CLUB as an HONORARY MEMBER until his or her ballot takes place.

10.3 NON-PAYMENT OF ENTRANCE FEES AND SUBSCRIPTIONS - The election of a newly elected MEMBER who fails to pay the amount due in respect of his or her entrance fee and subscription within 1 (ONE) month after receiving notice of his or her election shall, ipso facto, become null and void.

## 11. RIGHTS OF MEMBERSHIP

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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.

## 12. LIABILITIES OF MEMBERS

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The CLUB shall as a Body Corporate, having an existence independent of its MEMBERS, with perpetual succession and all its assets shall be registered or held in the name of the CLUB. The individual MEMBER shall not be liable to meet the debts, engagements or liabilities of the CLUB and their liabilities shall be limited solely to the amounts due by them in respect of their subscription or other moneys payable by them in terms of this constitution, rules and regulations.

## 13. MEMBERS BOUND BY THE RULES AND REGULATIONS

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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.

## 14. ENTRANCE FEES AND SUBSCRIPTIONS

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- 14.1 ENTRANCE FEES - The entrance fees and annual subscriptions payable for all categories of members shall be those as decided upon by the annual general meeting or a special general meeting. A schedule thereof as applicable from time to time shall be and remain posted on the notice board;
- 14.1.1 An applicant shall pay 25% (TWENTY-FIVE PERCENT) or such other percentage as the MANAGEMENT COMMITTEE in its sole discretion may decide of the then entrance fee when lodging his or her application with the MANAGER and such advance payment shall not be refundable, nor shall it bear interest.
- 14.1.2 Upon election to MEMBERSHIP the applicant shall pay the difference between the advance payment thus made and the full entrance fee currently payable at the date of election. The current entrance fee as determined from time to time shall be recorded in a schedule to this constitution.
- 14.2 SUBSCRIPTIONS - The MEMBERS from time to time in general meeting shall determine the amount of subscriptions payable by MEMBERS. The current annual subscription payable as so determined shall be recorded in a schedule to this constitution.
- 14.3 NON-PAYMENT OF SUBSCRIPTIONS - The first annual subscription or pro-rata portion thereof as provided in accordance with paragraph 9 shall become due and payable in full immediately on election. Thereafter the annual subscription shall be due and payable in advance on the 1st day of March in each year. Should an annual subscription remain unpaid 3 (THREE) months after due date a MEMBER shall be debarred from the CLUB and shall cease to be a MEMBER.
- 14.3.1 The name of any MEMBER who shall not have paid his or her subscriptions within 2 (TWO) months from the due date thereof may be posted on the notice boards and should be subscription not be paid within 14 (FOURTEEN) days after the date of posting, he or she shall thereupon ipso facto cease to be a MEMBER, provided, however, that before such MEMBER'S name be posted as foresaid, a notice calling upon him or her to pay such arrear subscription shall be sent to him or her by registered letter through the post; the non-receipt by a MEMBER of any notice calling upon him or her to pay his or her subscription does not exempt him or her from the provisions of this paragraph.
- 14.3.2 The MANAGEMENT COMMITTEE may, however, reinstate any person who may have ceased to be a MEMBER in terms of the provisions of this paragraph upon payment of all his or her arrear subscriptions and any amount owing to the CLUB. Nothing elsewhere contained in these constitution shall restrict the CLUB'S right to adopt

such measures as the MANAGEMENT COMMITTEE may deem advisable for the recovery of any overdue subscriptions.

14.4 PAYMENT OF ACCOUNTS AND FEES - Every MEMBER is required before leaving the CLUB, to pay or acknowledge every expense incurred by him in the CLUB. Any MEMBER who fails to discharge his liability to the CLUB by the 15th day of the second month following that during which such liability was incurred or became due, shall not be allowed to vote at any club meeting nor to take part whatsoever in the affairs of the CLUB until such time as his account has been paid without prejudice to any such other rights as the MANAGEMENT COMMITTEE may have prescribed herein;

13.4.1 Any MEMBER who has not fulfilled his obligations to the CLUB in respect of the subscription fees, moneys due for the supply of goods or any other amount which may be owing by the 15th day of the second month following that month in which the obligation arose, shall be liable to pay interest on that amount at a rate equal to the rate of interest charged to the CLUB by its bankers on overdraft, which interest shall be calculated as from the date on which the amount became due until date upon which it is paid.

## 15. SUBSCRIPTIONS

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- 15.1 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 10 % (Ten 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.
- 15.2 Honorary Members, Honorary Life Members and Appointed Members shall not be obliged to pay subscriptions imposed by the Committee.
- 15.3 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.
- 15.4 Subscriptions are payable in respect of the Club's financial year and shall become due on the first day of March of each year.
- 15.5 Any member whose subscription or any other liability to the Club has been in arrears for 30 days or longer and which is not the subject of a written dispute, and which remains unpaid for a further 21 days after the dispatch of written notice by post or by electronic mail shall, at the discretion of the Committee:
- 15.5.1 have his or her name posted on the Notice Board as a defaulter and
- 15.5.2 within 21 days thereafter and without further notice, be expelled as a Member of the Club.

## 16. MEMBERSHIP ALTERATION AND REINSTATEMENT

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- 16.1 A member may on written application transfer his or her membership to another category of membership for which he or she is eligible.

- 16.1.1 Members under the age of 18 (eighteen) and Members under 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.
- 16.1.2 Other categories of membership not specified in 15.1.1 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.
- 16.2 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.
- 16.3 RESIGNATION - Any MEMBER intending to resign his or her MEMBERSHIP shall notify the MANAGER in writing to that effect prior to the last day of February in each year, otherwise he or she shall be liable for payment of his or her subscriptions for the ensuing year, whether he or she has entered the CLUB premises or not. The MANAGEMENT COMMITTEE may refuse to accept any resignation until all amounts due to the CLUB by the MEMBER intending to resign are paid. A MEMBER who has resigned may be reinstated at the discretion of the MANAGEMENT COMMITTEE or through the normal application procedure.
- 16.4 CANCELLATION OF MEMBERSHIP - If at any time after the election of a candidate it shall appear that he or she has been elected under a misrepresentation or mistake as to identity or owing to materially incorrect information or withholding relevant information as to his or her character and position having been given, the MANAGEMENT COMMITTEE shall, within 1 (ONE) month on such misrepresentation, mistake or information being ascertained, have power to cancel his or her election. The MEMBER whose election is thus cancelled shall thereupon cease to be a MEMBER, and shall have no claim whatsoever against the CLUB for damages, return of entrance fee or subscription or on any other grounds whatsoever, but the MANAGEMENT COMMITTEE shall be entitled to make such ex gratia refund of entrance fee or subscription as it may consider proper.

## 17. FINANCIAL YEAR

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The financial year of the Club shall end on the 31<sup>st</sup> March each year

## 18. COMMITTEE

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- 18.1 The affairs of the Club shall be governed and managed by a Committee 9 (Nine) persons, consisting of a Chairman, Vice Chairman, Captain, Vice-Captain, Club Manager, Golf Development, Recreation, Skukuza Camp Manager (Co-Opted) and an additional Co-opted SANParks representative.
- 18.1.1 A Club Manager is an appointed position and not eligible to vote at committee meetings but may vote at General Meetings if the Club Manager is a full member. This rule was made because the Club Manager also acts as the bookkeeper and we would like to avoid conflict of interest.
- 18.2 Full members shall be eligible for election to the Committee.
- 18.3 The CLUB shall have a MANAGEMENT COMMITTEE, which shall consist as the persons elected in paragraph 18.1 above;

- 18.3.1 THE SKUKUZA CAMP MANAGEMENT shall have the right to appoint a nominated MANAGEMENT COMMITTEE MEMBER without any voting rights, and to remove, replace and fill any vacancies in respect of such MANAGEMENT COMMITTEE MEMBER by written notice to the CLUB;
- 18.3.2 The nominated MANAGEMENT COMMITTEE MEMBER need not be MEMBER of the CLUB, and shall not be obliged to retire at any Annual General Meeting;
- 18.4 The elected MANAGEMENT COMMITTEE MEMBERS shall be elected from among the ORDINARY RESIDENT MEMBERS at an Annual General Meeting;
- 18.5 At each Annual Meeting after the first one, one half of the elected MANAGEMENT COMMITTEE MEMBERS shall retire from office;
  - 18.5.1 The MANAGEMENT COMMITTEE MEMBERS who retire in any year shall be those who have been longest in office since their last election, but as between persons who became MANAGEMENT COMMITTEE MEMBERS on the same date, those who retire shall, unless otherwise agreed between themselves, be determined by lot;
  - 18.5.2 A retiring MANAGEMENT COMMITTEE MEMBER shall be eligible for re-election;
  - 18.5.3 At the Annual General Meeting at which a MANAGEMENT COMMITTEE MEMBER retires, or any other General Meeting, the CLUB may fill the vacancy by electing a person thereto;
  - 18.5.4 If at any meeting at which the election of MANAGEMENT COMMITTEE MEMBERS ought to take place, the places of the retiring MANAGEMENT COMMITTEE MEMBERS are not filled, then, unless it is expressly resolved not to fill those vacancies, the retiring MANAGEMENT COMMITTEE MEMBERS, or those of them who have not had their vacancies filled, shall be deemed to have been re-elected unless a resolution for re-election of any such MANAGEMENT COMMITTEE MEMBERS shall have been put to the meeting and rejected;
  - 18.5.5 The CLUB may from time to time in General Meeting increase or reduce the number of elected MANAGEMENT COMMITTEE MEMBERS and revise roles, and also determine in what rotation the increased or reduced number are to retire from office.

## 19. ELECTION OF CHAIRMAN

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- 19.1 A Chairman shall be elected at an Annual General Meeting and shall hold office for a period of 2 (Two) years, which can be extended if the nomination and voting procedures are followed. The nominee shall have served at least 1 (One) full year on the Committee during a 10 (Ten) year period immediately preceding nominations for the position.
- 19.2 Nominations for the position of Chairman shall be in writing and such nominations shall be signed by 2 (Two) Full members and endorsed with the consent of the nominated member. Such completed nomination forms must be received by the Club at least 6 (Six) days prior to the date of the Meeting and on receipt by the Club they shall be posted on the Club Notice Board.
- 19.3 In the event of there being more than 1 (One) nomination for the position of Chairman, a ballot shall be conducted to determine who shall serve as Chairman. The Runner-up will



automatically take over the position as Vice-Chairman. In case such an individual does not want to stand for the position then a vote by show of hands should be done at the Annual General Meeting.

- 19.4 In the event of a new Chairman being elected at an Annual General Meeting, the past Chairman shall automatically be eligible for election as one of the Committee Members of the Committee to be elected at the Annual General Meeting.

## 20. ELECTION OF THE COMMITTEE AND CAPTAIN

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- 20.1 The Members of the Committee shall be elected at the Annual General Meeting or a Special General Meeting called for such purpose, from Full members of the Club, and shall hold office until the next Annual General Meeting.
- 20.2 A retiring member of the Committee shall be eligible for election to any position on the Committee without nomination provided notice of such intention to do so is posted on the Notice Board at least 6 (Six) 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) Full members and endorsed with the consent of the nominated member has been received by the Club at least 6 (Six) days prior to the date of the Meeting.
- 20.3 Once the Members of the Committee have been elected, a Captain for the ensuing year shall be elected at the Annual General Meeting from among the members elected to the Committee.
- 20.4 Should there be more than one nomination for the position of Captain a ballot shall be taken.
- 20.5 At the first meeting of the Committee, which shall convene within 2 weeks after the close of the Annual General Meeting, there shall be elected a Golf Development, Recreation, Skukuza Camp Manager (Co-Opted) and an additional Co-opted SANParks representative.
- 20.6 The Skukuza Camp Manager and second co-opted members will also be nominated and voted for by the Management Committee.
- 20.7 The MANAGEMENT COMMITTEE may from time to time:
- 20.7.1 establish such SUB-MANAGEMENT COMMITTEES and sections as they deem fit, and determine the functions and activities of such MANAGEMENT COMMITTEES and sections;
  - 20.7.2 confer upon any one or more of their MEMBERS all or any of the powers exercisable by the MANAGEMENT COMMITTEE, and upon such terms and conditions and with such restrictions as the MANAGEMENT COMMITTEE deems fit, and either collaterally with or to the exclusion of their power;
  - 20.7.3 make, and from time to time vary or add to, rules and regulations governing the MANAGEMENT rights and obligations of MEMBERS and the conduct of the meetings of the CLUB;
  - 20.7.4 appoint a MANAGER for the CLUB whom shall report directly to the Chairman.

## 21. POWERS OF THE COMMITTEE

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- 21.1 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.
- 21.2 The Committee shall in addition to the general powers and authorities granted to the Committee by this Constitution have the following special powers:
- 21.2.1 To appoint, suspend or discharge any employee of the CLUB and to fix remuneration and terms of employment;
- 21.2.2 To fix or amend from time to time tariffs and charges including green, playing, annual playing card, garaging and trail fees, caddies' remuneration and any other tariffs necessary;
- 21.2.3 To institute, conduct, defend, compound or abandon any legal proceedings by or against the CLUB, or its officers, or otherwise concerning the affairs of the CLUB;
- 21.2.4 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; 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;
- 21.2.5 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;
- 21.2.6 To arrange terms of reciprocity with other CLUBS;
- 21.2.7 To obtain and hold any licenses or authorities which may be required to enable the CLUB to exercise any of its rights or functions;
- 21.2.8 To co-opt, at its discretion, a member or members for any purpose;
- 21.2.9 To fill such vacancies amongst their number as may occur during their term of office;
- 21.2.10 To acquire or dispose of by purchase or lease;
- (a) Any freehold or leasehold capital equipment or immovable property, limited to:
- i) An amount approved, for the forthcoming two years, by members at an Annual General Meeting or
- ii) An amount approved by members at a General Meeting.
- (b) Capital Expenditure shall be defined as expenditure on capital items and shall be disclosed in the Annual Financial Statements in accordance with the following Entity Based Accounting Policy:
- FIXED ASSETS AND DEPRECIATION Fixed assets are written down to a valuation of R1 for each category of asset. Additions and replacements are written off in the year of purchase with the exception of fixed assets acquired under instalment sale and lease

contracts, the cost of which are written off over the period of the contract. Details pertaining to the individual items are recorded in appropriate asset registers.

(c) In the event of an emergency, where time does not permit the calling of a General Meeting, any capital equipment necessary for the proper upkeep and running of the CLUB may be purchased without the prior consent of General Meeting, but subject to the unanimous approval of the members present at a properly constituted meeting of the Committee confirming the urgent nature of the purchase and taking cognizance of the financial position of the CLUB. Such expenditure shall be highlighted at the Annual General Meeting.

21.2.11 To authorize by resolution any 2 (Two) members of the Committee to sign on behalf of all the members of the CLUB all Powers of Attorney, contracts, agreements or deed or documents requiring signature;

21.2.12 To fill any vacancy occurring in the position of Auditor;

21.2.13 To raise and borrow money for the CLUB, within the constraints of the approved budgets except in the case of an emergency;

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

21.2.15 To discipline members for any misconduct in terms of the Constitution;

21.2.16 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.

21.2.17 To consider, approve, limit and control existing and additional Donor, Memorial or Commercial signage positioned or to be positioned on the golf course or within the clubhouse.

21.2.18 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.

## 22. MEETINGS OF THE COMMITTEE

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- 22.1 The Committee shall meet once every month or more often as occasion requires.
- 22.2 At least 7 (Seven) full days' notice shall be given of all meetings of the Committee, unless all members of the Committee agree to accept shorter notice.
- 22.3 At all meetings of the Committee, 4 (four) shall constitute a quorum (and this excludes Co-Opted Members)
- 22.4 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 30 (Thirty) days.
- 22.5 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.
- 22.6 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.

- 22.7 It shall not be necessary to give notice of a meeting of the MANAGEMENT COMMITTEE to any MEMBER thereof who is absent from the Republic of South Africa;
- 22.8 THE SKUKUZA CAMP MANAGEMENT shall be entitled to receive notice of, and through its REPRESENTATIVE to attend and speak at every meeting of the MANAGEMENT COMMITTEE. THE SKUKUZA CAMP MANAGEMENT may appoint anyone to represent it at any such meeting provided that he shall not be entitled to vote.
- 22.9 If for any reason a Chairman of the MANAGEMENT COMMITTEE is not elected, or if at any MANAGEMENT COMMITTEE meeting the Chairman is not present, then the Vice Chairman shall be the chairman of the meeting; otherwise, the MANAGEMENT COMMITTEE MEMBERS present may choose one of their MEMBERS to be Chairman of the meeting.
- 22.10 Any question arising at a meeting of the MANAGEMENT COMMITTEE shall be decided by a majority of votes, and in the case of a quality of votes the Chairman shall be entitled to a second or casting vote.
- 22.11 Any casual vacancy occurring in the elected MEMBERS at the MANAGEMENT COMMITTEE may be filled by the MANAGEMENT COMMITTEE, but the MANAGEMENT COMMITTEE MEMBER so appointed shall be subject to retirement at the same time as if he had become a MANAGEMENT COMMITTEE MEMBER in the same day on which the MANAGEMENT COMMITTEE MEMBER in whose stead he is appointed was last elected a MANAGEMENT COMMITTEE MEMBER.
- 22.12 A resolution in writing, which is signed by all the MEMBERS of the MANAGEMENT COMMITTEE who are present at the same time at the PROPERTY and who are not less than a quorum for a meeting of the MANAGEMENT COMMITTEE and inserted in the record book of the proceedings of the MANAGEMENT COMMITTEE, shall be as valid and effective as if it had been passed at a meeting of the MANAGEMENT COMMITTEE.
- 22.13 Any such resolution may consist of several documents of the same form, each of which is signed by one or more MEMBERS of the MANAGEMENT COMMITTEE, and shall be deemed (unless the contrary appears from that resolution) to have been passed on the date on which it was signed by the last MEMBER of the MANAGEMENT COMMITTEE entitled to sign it.
- 22.14 The MANAGEMENT COMMITTEE shall cause a record to be made in a minute book provided for that purpose of all resolutions passed at meetings of the MANAGEMENT COMMITTEE and ensure that all such resolutions be inserted in that minute book.
- 22.15 Any such record or any extract therefrom shall be prima facie evidence of the matters stated therein if it is signed:
- 22.15.1 in the case of a meeting, by the Chairman of that meeting or by any person present at that meeting who is authorized by the MANAGEMENT COMMITTEE to sign in place of the Chairman of the MANAGEMENT COMMITTEE;
- 22.15.2 in the case of a resolution passed in terms of paragraph 15.10 above, the Chairman of the MANAGEMENT COMMITTEE or by any other MEMBER of the MANAGEMENT

COMMITTEE who is authorized by the MANAGEMENT COMMITTEE to sign in place of the Chairman.

## 23. CHAIRMAN OF THE COMMITTEE

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The Chairman or in his absence the Vice 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.

## 24. SUB-COMMITTEES

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- 24.1 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.
- 24.2 The Chairman shall be ex officio member of all Sub-Committees.

## 25. LIABILITY OF THE COMMITTEE

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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 endeavors made by them in good faith to give effect to the duties and powers vested in them.

## 26. GENERAL MEETINGS

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- 26.1 All members may attend but only Full members shall be entitled to vote at General Meetings, being Annual General Meetings and Special General Meetings.
- 26.2 Notice of the date and hour of all General Meetings shall be posted in the Clubhouse, and e-mailed or posted 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.
- 26.3 The accidental omission to send a notice to any member shall not invalidate the Meeting.
- 26.4 The CLUB shall not hold or permit any meeting of a political or religious character, or which, will not promote or be in the interest of the CLUB.

## 27. ANNUAL GENERAL MEETINGS

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- 27.1 An Annual General Meeting shall be called for not later than 4 (Four) months after the commencement of the financial year. The financial year shall commence on 31<sup>st</sup> March.
- 27.2 The Notice of the Annual General Meeting shall include:
  - 27.2.1 The Report of the Committee;
  - 27.2.2 The Audited Financial Statement of the affairs of the Club for the previous year;
  - 27.2.3 A summary of the Capital Expenditure budgets and estimates;
  - 27.2.4 And any proposed resolutions of which due notice has been given in terms of paragraph 33
- 27.3 No provision of this Constitution shall be repealed, amended or substituted and no new rule made save by a resolution carried by at least one-thirds of the Full Members present and

voting at a General or Special General Meeting of which due notice of the proposed alterations and/or additions has been given.

## 28. SPECIAL GENERAL MEETINGS

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- 28.1 Special General Meetings may be called by resolution of the Committee, or on a requisition addressed to the Chairman signed by not less than 15 (Fifteen) Full Members.
- 28.2 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.
- 28.3 Only such business shall be considered at a Special General Meeting as has been specified in the notice of the meeting.
- 28.4 A Special General Meeting requisitioned by 15 (Fifteen) members shall be convened by the Chairman within 30 (Thirty) 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.

## 29. CHAIRMAN AT GENERAL MEETINGS

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The Chair at all General Meetings shall be taken by the Chairman or in his absence the Vice Chairman or on his absence the Captain or in his absence the Vice-Captain.

## 30. QUORUM AT GENERAL MEETINGS

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- 30.1 The quorum for a General Meeting shall be 40% (Forty Percent) FULL MEMBERS, who are present in person 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 deemed to be a quorum for the transaction of all businesses of the meeting.
- 30.2 The MANAGEMENT of the Skukuza Camp shall be entitled to receive notice of, attend and, through his REPRESENTATIVES, to speak at every General Meeting. Such MANAGER may appoint anyone to represent him at the meeting provided that he shall not be entitled to vote.

## 31. VOTING AT GENERAL MEETINGS AND ADJOURNMENTS

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- 31.1 A General Meeting may be adjourned from time to time by a majority of votes.
- 31.2 Unless otherwise provided in this Constitution:
  - 31.2.1 All decisions at General Meetings shall be decided by a majority of votes and the declaration of the result by the Chairman shall be conclusive.
  - 31.2.2 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.

31.2.3 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.

### 31.3 PROXIES

31.3.1 A member entitled to attend, speak and vote at any Annual or General Meeting of the Club may appoint another member of good standing as his or her proxy to speak and on a poll, vote on his or her behalf at any such meeting. The instrument appointing a proxy shall be in writing and signed by the appointer and be delivered to the COMMITTEE by no later than forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote; and in default the instrument of proxy shall not be treated as valid. In determining the period of forty-eight hours, Saturdays, Sundays and public holidays shall not be taken into account.

31.3.2 A member may not appoint more than one proxy to attend a General Meeting.

31.3.3 A proxy shall only be for a specified meeting and any meeting as a result of the adjournment thereof.

31.3.4 Every instrument of proxy shall be in the form or to the effect determined by the Committee from time to time and the Committee may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting.

31.3.5 Any member present and entitled to vote, as a member or as proxy, shall have only one vote on a vote by a show of hands, irrespective of the number of members he or she represents by proxy.

## 32. CASTING VOTE AT GENERAL MEETINGS

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In all cases of an equality of votes at General Meetings, the Chairman shall have a casting vote.

## 33. BUSINESS AT ANNUAL GENERAL MEETINGS

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

- 33.1 To confirm the Minutes of the previous Annual General Meeting;
- 33.2 To receive the Report of the Committee on the affairs of the CLUB;
- 33.3 To receive and consider the Audited Financial Statements for the preceding year;
- 33.4 To receive and consider the Proposed Capital budgets for the ensuing 3 (three) years;
- 33.5 To elect the Committee for the ensuing year;
- 33.6 To elect Honorary Life Members, if any, recommended by the Committee, of which notice has been given;
- 33.7 To appoint an Auditor;
- 33.8 To consider resolutions concerning the affairs of the Club, of which notice has been given within 2 (Two) months from the start of the new financial year;
- 33.9 To consider any business concerning the affairs of the Club.

## 34. MISCONDUCT OF MEMBERS

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- 34.1 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 shall have the power:
- 34.1.1 To reprimand such member;
  - 34.1.2 To call upon such member to rectify any misconduct;
  - 34.1.3 To expel such member;
  - 34.1.4 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;
  - 34.1.5 To call upon such member in writing to resign, and if he or she fails to resign, within 30 (Thirty) days of the date of such request, to expel such member;
  - 34.1.6 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;
    - 34.1.6.1 Should a committee member have breached rules and regulations; he/she must appear before the Senate.
  - 34.1.7 To declare such member ineligible for re-election.

## 35. EXERCISE OF POWERS BY COMMITTEE

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In exercising the powers conferred by Clause 34 hereof, the Committee shall be bound by the following provisions:

- 35.1 Any action taken by the Committee under the provisions of clause 34.1.3, 34.1.4, 34.1.5, 34.1.6 or 34.1.7 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;
- 35.2 No member shall be dealt with in terms of the provisions of clause 34.1.3, 34.1.4, 34.1.5, 34.1.6 or 34.1.7 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;
- 35.3 All communications between the Committee and a member dealt with in terms of clause 34.1.3, 34.1.4, 34.1.5, 34.1.6 or 34.1.7 shall be confirmed in writing.



## 36. RIGHT OF APPEAL

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- 36.1 Any member expelled or called upon to resign by the Committee, shall have the right to appeal against the Committee's decision to a Special General Meeting of Full Members by giving notice to that effect to the Committee within 1 (One) month of its decision.
- 36.2 Such Special General Meeting shall be convened without delay after the member concerned has notified in writing his or her desire thus to appeal and has deposited with the Club a sum of money which, in the opinion of the Committee would be sufficient to cover all reasonable expenses which would be incurred in convening and holding the Special General Meeting.
- 36.3 Only in the event of the member's appeal proving successful shall the deposit be refunded.
- 36.4 Where an appeal has been lodged in respect any decision of the Committee, the Committee's decision shall remain in abeyance, but the member concerned shall, from the date of such decision until the decision of the Special General Meeting, be precluded from all privileges of membership.
- 36.5 A Special General Meeting convened to hear an appeal in terms of this clause shall have the power to confirm, revoke or vary the decision of the Committee within the terms of Clause 34 hereof.

## 37. ALTERATIONS AND INTERPRETATIONS OF CONSTITUTION

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No amendment to this constitution shall be of any effect unless the resolution proposing that amendment is passed by a majority of not less than 3/4 (THREE QUARTERS) of the MEMBERS who are present and entitled to vote at a General Meeting and that resolution is approved of in writing by THE SKUKUZA CAMP MANAGEMENT within 30 (THIRTY) days from the date it is passed. Any amendments to the constitution will be submitted to the Commissioner for Inland Revenue.

## 38. DISSOLUTION AND LIQUIDATION

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On dissolution of the CLUB, the remaining assets will be given or transferred to another organisation with objects similar to those of the CLUB and which is itself exempt from income tax.

## 39. COMMENCEMENT OF THIS CONSTITUTION

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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.

## 40. NOTICES

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- 40.1 Every MEMBER shall ensure that his address and any change thereof is recorded with the Secretary of the CLUB;
- 40.2 Any notice or other communication whatever addressed by the CLUB to any MEMBER at the address recorded in respect of that MEMBER under paragraph 40.1 above, shall be deemed to be received by that MEMBER within 48 (FORTY-EIGHT) hours after being posted;
- 40.3 The accidental omission to give notice of any meeting to any person or persons entitled to be present thereat shall not invalidate any of the proceedings at that meeting.

## 41. INDEMNITY

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Every MEMBER or officer or servant of the CLUB shall be indemnified by the CLUB against all costs, losses and expenses which he may incur or become liable for by reason of any act or thing done by him as such in the discharge of his duties, unless the loss in question by his own negligence, default, breach of duty or breach of trust.

## 42. SIGNATORIES

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All legal documents (including all cheques and other negotiable instruments), that are required to be signed on behalf of the CLUB, shall be signed by any MEMBER of the MANAGEMENT COMMITTEE and the treasurer of the CLUB or anyone appointed for this purpose by the MANAGEMENT COMMITTEE.

## 43. FINANCES

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- 43.1 True accounts shall be kept of the sums of money received and expended by the CLUB, and the manner in respect of which such receipts and expenditure take place and of the PROPERTY, credits and liabilities of the CLUB, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the CLUB for the time being, shall be open to the inspection of the MEMBERS. A firm of registered financial accountants shall audit the annual accounts of the CLUB.
- 43.2 The MANAGEMENT COMMITTEE shall cause proper financial statements to be kept, showing all the income and expenditure of the CLUB and all its assets and liabilities;
- 43.3 The financial statement of the CLUB may be audited by an independent accountant appointed for that purpose by the MANAGEMENT COMMITTEE;
- 43.4 Appropriate financial statements shall be prepared at the end of each financial year of the CLUB, and circulated among the MEMBERS of the MANAGEMENT COMMITTEE;
- 43.5 Any ORDINARY or ASSOCIATE MEMBER of the CLUB may obtain a copy of those financial statements upon written request to the Secretary of the CLUB and payment of such fee as the MANAGEMENT COMMITTEE may determine from time to time;
- 43.6 The MANAGEMENT COMMITTEE shall not be obliged to furnish a copy of any of the CLUB'S financial statements to any other person or institution.

## 44. VACATION OF OFFICE

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- 44.1 In the case of a nominated MANAGEMENT COMMITTEE MEMBER, if he is removed by THE SKUKUZA CAMP MANAGEMENT, or if he tenders his resignation in writing to the Secretary of the CLUB and to THE SKUKUZA CAMP MANAGEMENT.
- 44.2 In the case of an elected MANAGEMENT COMMITTEE MEMBER, if he ceases to be an ORDINARY MEMBER for any other reason, or resigns his office by notice in writing to the Secretary of the CLUB, or absents himself from 2 (TWO) consecutive meetings without good reason and without having first advised the Secretary of his inability to attend.

## 45. ROLES AND RESPONSIBILITIES OF COMMITTEE MEMBERS

<b>Role</b>	<b>Summary Responsibilities</b>	<b>Period of office</b>
Chairman	Ultimately in charge of the golf club and its finances, liaison between SANParks and the committee, Club Manager's direct report.	24 months
Vice Chairman	Support role to the Chairman	12 months
Captain	Handles all members, competitions and rules. The Captain runs the day to day golf business of the club.	12 months
Vice-Captain	Support role to the Captain and must stand in for the Captain in his absence.	12 months
Golf Business Development	This person manages the branding of the club, including newsletter, social media, sponsors, website, etc. He/She will be supported by the Club Assistant Manager. Ultimately this person promotes the club.	12 months
Recreation	This person ensure successful and sociable events hosted at the club, including special negotiations with other surrounding clubs. Ultimately this person promotes the club amongst members and social members.	12 months
Skukuza Camp Manager	This is a Co-Opted member and will only be invited to meetings when required to do so. All decisions relevant to the Skukuza Camp is made by this person	Period the person is employed in the same position
SANParks additional Co-Opted	This person acts as a liaison and advisor to the committee specifically regarding the SANParks code of conduct and other SANParks related matters	Indefinite
Club Manager	As per Job Description but this position also acts as the Secretary for the Committee.	Period of employment

## 46. SENATE COMMITTEE

- 46.1 Name: The committee shall be known as the Skukuza Golf Club Senate Committee
- 46.2 Election: Members of the Senate Committee shall be elected by ordinary members with voting rights at an Annual General Meeting or a Special General Meeting of the Skukuza Golf Club
- 46.3 Constitution
- 46.3.1 The Senate will consist of three (3) members of the Skukuza Golf Club which have in turned served on the Skukuza Golf Club Committee in the capacity of Chairperson, Secretary or Club Captain.
- 46.3.2 A fourth member of the Senate may be co-opted by the members if necessary. There is no pre-requisite in terms of this additional Senate member other than that he / she must be a paid up ordinary member of the Skukuza Golf Club

- 46.3.3 In the event of the non-availability of the three members as per a) above, any ordinary member of the Skukuza Golf Club that has served on the Committee in any capacity is eligible for election to the Senate Committee.
- 46.3.4 Members of the Senate Committee shall be elected for a period of two (2) years. At the end of the two (2) year period the Senate Committee members shall resign their positions on the Committee but shall immediately be eligible for re-election.
- 46.3.5 Members of the Senate Committee shall elect their own Chairperson and Secretary at the first Senate Committee meeting which shall take place no later than 14 days after the Annual General / Special General Meeting on which they were elected to office.
- 46.3.6 The Senate Committee has the right to co-opt a member to fill any vacancy that may arise on the Committee for the period until the following Annual General Meeting of the Skukuza Golf Club.

#### 46.4 Functions

The Senate will be expected to and is mandated by this Constitution to:

- 46.4.1 Ensure good Corporate Governance at the Skukuza Golf Club
- 46.4.2 Ensure and promote an attitude of orderly behavior and discipline at the Skukuza Golf Club
- 46.4.3 Protect the interests of the Skukuza Golf Club, its members and property
- 46.4.4 Support and assist the Skukuza Golf Club Committee in the execution of their mandate as required by the Golf Club Committee.

#### 46.5 Meetings

- 46.5.1 The Senate Committee of the Skukuza Golf Club shall meet at least once per quarter
- 46.5.2 Minutes of the meetings shall be kept for record purposes and a copy thereof shall be forwarded to the Secretary of the Skukuza Golf Club Committee for inclusion in the records of the Club
- 46.5.3 The Chairperson of the Senate Committee shall be entitled to attend any meeting of the Skukuza Golf Club Committee as an observer and shall thus receive notification of such meetings in advance
- 46.5.4 The Chairperson of the Skukuza Golf Club Committee shall be entitled to attend any meeting of the Senate Committee as an observer and shall thus receive notification of any such meetings in advance

#### 46.6 Privileges

Members of the Senate Committee of the Skukuza Golf Club shall enjoy the same privileges and benefits as the members of the Skukuza Golf Club Committee

#### 46.7 Disciplinary issues relating to the Senate Committee or its members

A sub-committee of the Skukuza Golf Club Committee consisting of the Chairperson, the Club Captain and the Secretary shall handle all complaints lodged against the Senate

Committee or any of its individual members and shall institute appropriate disciplinary measures where necessary.