

PRETORIA COUNTRY CLUB

CONSTITUTION AND BY-LAWS



2022

INDEX

1. NAME
2. DEFINITIONS, INTERPRETATION AND AMENDMENT OF CONSTITUTION AND BY-LAWS
3. OBJECTS AND POWERS
4. DISSOLUTION
5. INCOME, PROPERTY AND MONIES
6. LEGAL PERSONALITY OF CLUB AND LIABILITY OF MEMBERS
7. MEMBERSHIP
8. LIMITATION OF MEMBERSHIP NUMBERS AND MEMBERSHIP RIGHTS
9. ELECTION OF MEMBERS
10. RESIGNATION BY MEMBERS
11. FORFEITURE OF MEMBERSHIP
12. REINSTATEMENT OF MEMBERS
13. HONORARY PRESIDENTS AND VICE-PRESIDENTS
14. HONOURS COLOURS
15. COMMITTEE
16. POWERS AND RESPONSIBILITIES OF THE COMMITTEE
17. INFRACTION OF CONSTITUTION
18. CONDUCT UNBECOMING
19. ANNUAL AND SPECIAL GENERAL MEETINGS
20. FINANCIAL EXPENDITURE
21. ENTRANCE FEES AND ANNUAL SUBSCRIPTION FEES
22. PAYMENT OF ANNUAL SUBSCRIPTION FEES AND CLUB ACCOUNTS;
FINANCIAL YEAR
23. NON- PAYMENT OF ANNUAL SUBSCRIPTION FEES AND CLUB ACCOUNTS
24. REBATE
25. BOOKS OF ACCOUNT
26. BANK ACCOUNT
27. AUDITORS
28. GUESTS AND VISITORS
- 29. APPLICATION OF SECTION 30A OF THE INCOME TAX ACT**

PRETORIA COUNTRY CLUB

CONSTITUTION

November 2022

(may be amended only in terms of clauses 2.4 and 19.4.3)

1 NAME

The Pretoria Country Club is a voluntary association with perpetual succession and authorized to acquire, own and dispose of property apart from its Members and to take or defend itself against legal action and shall in this Constitution and By-Laws be referred to as 'the Club'.

2 DEFINITIONS, INTERPRETATION, AND AMENDMENT OF THE CONSTITUTION AND BY-LAWS

2.1 In this Constitution and in the By-Laws of the Club and each of the sports sections, unless the context otherwise requires,

2.1.1 'Annual General Meeting' means the yearly gathering of the Members in good standing of the Club or a Section.

2.1.2 'Chairperson' means the chairperson of the Club, as elected in terms of this Constitution.

2.1.3 The word 'Club', 'Section/s', 'section/s' or 'sub-section' shall where applicable, also include its Members, the Clubhouse, the premises, and the grounds.

2.1.4 'Clubhouse' means only the main building of the Club, housing *inter alia*, the administrative offices, the library, the Mardi Grass room, the Ballroom and the Julius Jeppe Room.

2.1.5 'Committee' or 'Main Committee' shall mean the main committee of the Club as intended in clause 15 hereof.

2.1.6 'Constitution' means this constitution of the Club as amended from time to time, and may where applicable, also include the General By-Laws and/or Rules of the Club.

2.1.7 '(General) By-Laws' means the general by-laws to this Constitution, as amended from time to time, but excludes the by-laws of the different Sections.

2.1.8 'General Manager' means the general manager of the Club.

2.1.9 'General Meeting' means a general meeting of Members of the Club, which may include an Annual General Meeting and a Special General Meeting.

2.1.10 'Guest' shall mean a natural person who is not a Member but an invitee of a Member in good standing, making use of any of the facilities of the Club, whilst being accompanied by that Member, the latter being responsible for the behaviour and payment of the costs of the Guest.

- 2.1.11 The word 'Member' means any person who is or was a subscribed member of the Club, including all those included in the categories stated in clause 7 hereof as well as clause 10 of the General By-Laws, shall apply to all genders, and 'Membership' shall have a corresponding meaning.
- 2.1.12 'Rules' means the general rules of the Club (but not a Section), as amended from time to time.
- 2.1.13 'Special General Meeting' means an extraordinary general meeting of the Members of the Club, specifically arranged to conduct special business.
- 2.1.14 'Vice-Chairperson' means the vice-chairperson of the Club, as elected in terms of this Constitution.
- 2.1.15 'Visitor' shall mean a natural person who is not a Member, participating legally in an activity of the Club and who is responsible for payment of his own costs. Such a person shall abide by the Constitution of the Club.
- 2.1.16 'The masculine shall include the feminine and other genders.
- 2.2 In case of doubt as to the meaning of any clause, the interpretation of the Committee shall be binding upon Members until such time as the Members at a General Meeting may otherwise determine. Any decision made by the Members at a General Meeting under the provisions of this clause shall not affect the validity of any act or omission in terms of a valid ruling previously given by the Committee.
- 2.3 Should any clause be in conflict with any statute of the Republic of South Africa or any amendment thereof, then that clause shall automatically be interpreted, altered, modified, or repealed so as to comply with the provisions of that statute.
- 2.4 The provisions of this Constitution may be amended only by a two-thirds (2/3) majority of votes at an Annual General Meeting or a Special General Meeting of Members as provided in clause 19.4.3. The General By-Laws annexed to this Constitution do not form part of the Constitution and may be amended by the Committee in accordance with the provisions of clause 16.4.1.

3 OBJECTS AND POWERS

3.1 Objects

The Club is primarily a sports and recreational club and its object is to provide such sporting, social, culinary, and residential facilities as may be required in order to further the interests of the Club and its Members.

3.2 Powers

The Club shall have all such powers as may be necessary, expedient, conducive, or incidental to the attainment of its objects and, without derogating from the generality of those powers, it shall also have the power to acquire, sell, hypothecate (mortgage), and develop movable or immovable property provided that no alienation or hypothecation of any immovable property of the Club shall take place except on the authority of a resolution passed at a Special General Meeting called for that specific purpose, and with the sanction of at least two-thirds

(2/3) of the Members present and voting at the meeting provided that there is a quorum present at such a meeting.

- 3.3 The Club shall also have the power to demarcate, develop, and close the areas of the playing of golf, squash, bowls, tennis, snooker or any other sporting or social facilities including those of the Pretoria Club Section.

4 DISSOLUTION

- 4.1 The Club may be dissolved if at least two-thirds (2/3) of all the Members in good standing vote in favour thereof by means of a ballot at a General Meeting.
- 4.2 In the event of the dissolution of the Club, any surplus assets, after satisfying all liabilities, shall be given or transferred to a society, company, association, or institution with objects similar to those of the Club, as decided by the Members at that General Meeting but subject to clause 29 of the Constitution below.

5 INCOME, PROPERTY, AND MONIES

- 5.1 The income, property, and monies of the Club, from whatsoever source derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any persons who are at the time or have been Members of the Club, or to any persons claiming through them.
- 5.2 However, nothing herein shall prevent payment to any Member of the Club to reimburse him for any payment made by such Member in good faith in furthering the interests of the Club or to remunerate any person (whether a Member of the Club or not) for any services rendered to the Club. No Member shall have any right in, or claim to, any property or asset of the Club solely by virtue of being a Member of the Club.
- 5.3 Every provision of this clause 5 and of all other clauses in this Constitution, the By-Laws and Rules, are subject to the provisions of the Income Tax Act stated in clause 29 below.

6 LEGAL PERSONALITY AND LIABILITY OF MEMBERS

- 6.1 The Club is a voluntary association with an identity and existence independent of its Members or office-bearers and continuing existence notwithstanding changes in the composition of its Members or office-bearers. All its assets shall be registered or held in the name of the Club.
- 6.2 The individual Members and office-bearers shall not be liable to meet the debts, engagements, or liabilities of the Club, and their liability shall be limited solely to the amounts due by them in respect of their subscription or other monies payable by them in terms of this Constitution or the By-Laws.

7 MEMBERSHIP

The Membership of the Club shall consist of:

7.1 Life Members (see also clause 21)

7.1.1 A Life Member shall be any Member who has completed a total of fifty (50) years of Town Membership provided that any Member of the Club who has served on a section committee or on the Committee shall be credited with an extra year's Membership for every year served on that committee or the Committee.

7.1.2 Ladies who have served on the Golf and Bowls Ladies' Committees shall similarly be credited with the applicable years of service.

7.2 Honorary Members (see also clause 21)

Honorary Members shall not exceed two per cent (2%) of the total Membership of the Club and shall include:

7.2.1 The President of the Republic of South Africa and his or her spouse who shall be invited to become Honorary Members of the Club for their period in office;

7.2.2 The following personages whom the Committee may invite to become Honorary Members subject to such conditions and for whatever period the Committee may decide to impose:

7.2.2.1 The Chief Justice, the Judge-President of the High Court of South Africa (Gauteng Provincial Division), Ministers of National Government, the Leader of the Opposition, the Premier of Gauteng, and the Mayor of the City of Tshwane Metropolitan Municipality whilst they are holding office;

7.2.2.2 Any distinguished visitor to or citizen of the Republic of South Africa;

7.2.2.3 Any Judge of the Constitutional Court, the Supreme Court of Appeal, or High Court of the Republic of South Africa ordinarily resident outside a radius of eighty (80) kilometres from the Clubhouse whilst he is on duty in Pretoria;

7.2.2.4 Any person who, in the opinion of the Committee, has rendered special services to or conferred any special benefit upon the Club.

7.3 Diplomatic Members

7.3.1 The Committee may, at its discretion, invite Ambassadors, High Commissioners, Heads of accredited diplomatic missions in the Republic of South Africa and their spouses to become Members.

7.3.2 If such an invitation is accepted the invitee shall be liable for payment of the annual subscription fee payable by Town Members and, in the case of the Head of an accredited diplomatic mission, he and his spouse shall in addition thereto, also be liable for payment of entrance fees applicable to Town Members from time to time. Only Ambassadors and High Commissioners and their spouses are exempt from paying entrance fees.

7.4 Town Members

Town Members shall be those Members who are ordinarily resident within the boundaries of the City of Tshwane Metropolitan Municipality.

7.5 Young Members

Young Members shall be those Members who are ordinarily resident within the boundaries of the City of Tshwane Metropolitan Municipality and are over eighteen (18) years of age but not yet thirty-five (35) years of age and do not fall within the categories defined under clauses 7.6 or 7.7.

7.6 Student Members

7.6.1 This form of Membership may be granted to applicants who are under the age of twenty-six (26) years and who:

- 7.6.1.1 are full-time students at a tertiary educational institution; or
- 7.6.1.2 are serving articles of clerkship, pupillage, internship, or undergoing training for a profession acceptable to the Committee provided that responsibility for the student and the payment of any fees has been accepted in writing by a Member of the Club.

7.6.2 Such Student Member shall:

- 7.6.2.1 not be entitled to vote in any election of the Club nor propose or second an application for Membership and the Committee may from time to time impose such limitations and restrictions as it deems fit in respect of Student Members; and
- 7.6.2.2 no longer be regarded as such and his Membership shall lapse when the Student Member is no longer a full-time student, or the training of the professional in training has ceased, or such person has reached the age of twenty-six (26), whichever is the earliest, provided that in special circumstances, upon advice of the Membership Committee, the Committee may waive this age restriction.

7.7 Junior Members

- 7.7.1 This form of Membership may be granted to applicants who are full-time pupils at school over the age of six (6) years and not older than nineteen (19) years of age, provided that such Membership shall automatically terminate on the Member leaving school;
- 7.7.2 The provisions of clause 7.6.2 shall apply (with the necessary changes required by the context) to such Junior Member;
- 7.7.3 Any of the Sections may request the Committee to waive this age restriction and to allow a pupil of less than six (6) years of age or older than nineteen (19) years of age to become a Junior Member if there are special circumstances which apply. Whether the circumstances of such pupil can be regarded as "special" shall be in the sole discretion of the Committee.

7.8 Temporary Membership of the Club

7.8.1 This form of Membership:

7.8.1.1 may be granted by a Committee Member, subject to such terms and conditions as determined by the Committee from time to time, to any person visiting the Club from outside the boundaries of the City of Tshwane Metropolitan Municipality wishing to use the social facilities of the Club on a temporary basis, on condition that application is made on his behalf by a Member, and provided that this Temporary Membership shall not exceed thirty (30) days;

7.8.1.2 shall be assumed to be granted to any person visiting the Club to play golf, bowls, tennis, snooker or squash as provided for in the by-laws of those subsections; and

7.8.1.3 shall be assumed to be granted to any person visiting the Club to compete in any official sports league, or competition, for the duration of such league or competition, and such Temporary Membership shall be valid only for the sports subsection in which he will be competing.

7.8.2 A Temporary Member shall pay a subscription as determined from time to time by the Committee.

7.8.3 The name and address of the Temporary Member shall be entered in the register kept for this purpose.

7.8.4 Until the register of Temporary Membership has been completed and the prescribed fee paid, the Temporary Member shall not be entitled to exercise any privileges of Membership.

7.8.5 The Temporary Membership Register shall be open for inspection by any Member of the Club at any time.

7.8.6 A Temporary Member shall not be entitled to:

7.8.6.1 introduce any Guest into the Club; or

7.8.6.2 attend any General Meeting of Club Members or any meeting of a committee of Club Members except by invitation of the committee concerned, but shall have no vote.

7.8.7 A Temporary Member shall be subject to this Constitution and the By-Laws of the Club.

7.8.8 The Committee may restrict the use of Club facilities by a Temporary Member.

7.8.9 The Committee or the General Manager may, at any time, summarily terminate the Temporary Membership of any person and shall not be obliged to furnish any reason for doing so.

7.8.10 The Committee may prohibit the granting of Temporary Membership to any person who, in the opinion of the Committee, has at any time transgressed this Constitution or the By-Laws of the Club.

7.8.11 Each sports section shall be entitled in its by-laws to further restrict the use

by a Temporary Member of the facilities available to that sports section.

- 7.8.12 The Committee may delegate its powers to grant Temporary Membership under clause 7.8.1.1 to the General Manager, always subject to the conditions laid down by the Committee.

7.9 Absentee Members

Any Member who is absent from the Republic of South Africa for a continuous period of not less than twelve (12) months may apply for Absentee Membership and be exempted from payment of the applicable annual subscriptions, provided that:

- 7.9.1 the annual administration fee as determined by the Committee is paid; and
- 7.9.2 the application is made in writing for a specific period unless extended after written application, after which period the Member shall revert to his prior Membership category and be levied accordingly.

7.10 Institutional or Corporate Members

- 7.10.1 This form of Membership may be granted to companies, close corporations, firms, embassies, and any other institutions that the Committee in its discretion may deem to have qualified as such.
- 7.10.2 Such Membership may be granted for a period of not more than ten (10) years at a time.
- 7.10.3 On the granting of Membership to the institution, the latter shall nominate one (1) representative to become a Member.
- 7.10.4 The institution may, in writing, propose another representative of the institution as its Member.
- 7.10.5 The granting of Membership to the institution and its nominated representative and any substitution thereof shall be in accordance with the provisions of this Constitution.
- 7.10.6 If, in the opinion of the Committee, the status or composition of the institution to which such Membership was granted has changed since application was made for this category of Membership, the Committee shall be entitled to:
- 7.10.6.1 request, in writing, such institution and its representative to resign from the Club within fourteen (14) days of the request; and if the institution and its representative do not resign as requested, the Committee may expel them from the Club and cause their names to be erased from the list of Members;
- 7.10.6.2 apply all the disciplinary and other provisions of clauses 18 and 23 of the Constitution with the necessary changes which the context may require, to any such institution and to any person nominated in terms of this clause 7.10.

7.11 Country Members

Such Membership may be granted to Members or applicants who reside outside a radius of one hundred and fifty (150) kilometres of the Club, provided that:

- 7.11.1 such Member must be a full golf member of a golf club (which is affiliated to Golf RSA) where such Member resides, and he must be handicapped at such club;
- 7.11.2 the Committee may, in the case of an existing Town Member of the Club waive the one hundred and fifty (150) kilometre requirement stated above;
- 7.11.3 the provisions of clauses 22.3 and 22.4 of this Constitution shall apply to such Member.

8 LIMITATION OF MEMBERS

8.1 Limitation of the number of Members

- 8.1.1 The number of Members shall not exceed the number that the Committee may from time to time decide upon, provided that, in the election of new Members, the following order of priority shall as far as possible be adhered to:

- 8.1.1.1 the spouse of a Member;
- 8.1.1.2 the child of a Member;
- 8.1.1.3 a person already admitted to Junior or Student Membership at the time of his or her application for full Membership.

8.2 Limitation of rights of proposed new Members who have applied for Membership:

- 8.2.1 The Committee may elect a new Member subject to the limitation of the right of such a Member to use any sporting amenity of the Club in which case the Committee:

- 8.2.1.1 may determine the ambit of such limitation which limitation may be a comprehensive one or it may restrict such use to any day of the week or to specific times on specific days of the week;
- 8.2.1.2 may withdraw or amend any such limitation on such Member's right of use at any time;
- 8.2.1.3 shall, in the exercise of this power of limitation or the withdrawal or amendment thereof, give priority as far as possible to any such new Member in accordance with the date on which he was admitted as a Member so that he who is first in time should receive priority before a Member who joined later;
- 8.2.1.4 may, in exceptional circumstances, deviate from giving priority only by comparing the respective dates of election of one (1) Member with those of other Members to whom the restrictions apply. What amounts to "exceptional circumstances" shall be in the sole discretion of the

Committee;

- 8.2.1.5 shall, if it exercises the power of limitation or any withdrawal or amendment thereof as stated above, forthwith announce its decision to do so by way of a notice on the noticeboard of the Club.

9 ELECTION OF MEMBERS

Any person who complies with the requirements of the Club shall be eligible for Membership and may apply to become a Member of the Club.

9.1 Town, Young, Student, and Country Members

- 9.1.1 A candidate for election as a Town, Young, Student, or Country Member shall apply for Membership on the prescribed application form and shall be proposed in writing by one (1) Member and seconded by another, neither of whom may be a Student or Junior Member, provided that no Member of the Committee shall propose or second any candidate for election and that each application for Membership shall be endorsed by a Member of the Committee or any Honorary Vice-President to the effect that he knows or has met the candidate.
- 9.1.2 Membership of the Club under these categories may not be considered by the Committee unless the candidate for election concerned has attended the monthly reception (or other arranged reception) for candidates for election in order to meet the Members of the Committee who are present there.
- 9.1.3 The name of the candidate, together with the names of his proposer and seconder, shall be posted on the Club noticeboard for at least fourteen (14) days prior to voting on the application.
- 9.1.4 Any Member shall have the right and is encouraged to provide the Committee with such information, whether positive or negative concerning a candidate as may be relevant to that candidate's application for Membership. Such information shall be submitted in writing, addressed to the General Manager, be marked 'Private and Confidential', be received by the General Manager during the time that the candidate's name is on the noticeboard, and such information shall be given by him to the Committee before the meeting at which it considers the application for election of a candidate as a Member.
- 9.1.5 Should the candidate be required to furnish the Committee with any additional information, he shall do so upon request.
- 9.1.6 The election of Town, Student, Young, and Country Members shall be by vote of the Committee at an ordinary meeting and shall be by a majority of three-quarters (3/4) of the Committee Members present at such a meeting.
- 9.1.7 Candidates duly proposed and seconded may make use of the Club during such time as their names are on the noticeboard. However, the proposer and seconder shall be jointly and severally liable together with such candidate for any amount owing to the Club for an expense which was incurred by such a

candidate in the meanwhile.

9.1.8 The entrance fee and the relevant subscription shall be paid upon application and, in the event of the candidate not being elected, he shall be advised in writing accordingly, and such fees repaid to such candidate after subtracting any amounts owing to the Club for an expense which was incurred by such candidate in the meanwhile.

9.1.9 Each newly elected Member shall forthwith be notified of his election and be furnished with a copy of the Constitution and By-Laws of the Club, and the Member shall be bound thereby. If it appears to the Committee at any time after the election of a candidate that the candidate, the proposer, the seconder or the club which issued a letter of good standing regarding the candidate, misrepresented (whether intentional or not) any material information regarding the identity, character or reputation of such a candidate, the Committee may declare the election of such a Member null and void, retroactively from the date on which he was so elected. However, the Committee shall not do so unless the candidate has been given an opportunity to deliver a submission in writing to the Committee why it should not make such a declaration and the candidate has:

9.1.9.1 failed to do so within ten (10) calendar days of being informed of the Committee's intention to consider the matter and the candidate being invited to make such a submission, or

9.1.9.2 delivered a submission and the Committee has decided to do so, despite the contents of the submission.

9.1.10 Such person shall thereupon be stripped of his Membership and shall have no claim against the Club for damage, return of entrance fees or subscriptions paid, or on any other grounds whatsoever, save that the Committee shall be entitled to make a refund to such person, in its sole and absolute discretion, as an *ex gratia* payment of the whole or part of any payment that was paid to the Club by such Member.

9.2 Junior Members

9.2.1 Junior Members shall apply for Membership on the prescribed form, and Membership may be granted to them at the absolute discretion of the Committee.

9.2.2 The Committee may at any time at its sole discretion, and without assigning any reason for doing so, cancel or suspend such Membership.

9.2.3 The Committee shall notify Members of the election of all Junior Members by publishing their admission as members on the Club noticeboard.

10 RESIGNATION AS A MEMBER

10.1 Resignation as a Member must be in writing by email or by hand to the General Manager and be received by the General Manager on or before the last day of

February of the year in which the Member wishes to resign, failing which the Member shall be liable for the subscription for the ensuing financial year.

- 10.2 The Committee may, however, at its absolute discretion, release that Member from the obligation to pay such subscription on good cause shown by him, provided that such a decision is taken by the Committee Members present at the Committee meeting at which the matter is placed on the agenda.

11 FORFEITURE OF MEMBERSHIP

A Member may forfeit his membership of the Club under the circumstances set out in clauses 17, 18, and 23.

12 REINSTATEMENT OF MEMBERSHIP

Should a Member who previously resigned apply to re-join the Club, he shall be liable for half the ruling entrance fee unless in the view of the Committee there are extraordinary circumstances, in which case the Committee shall have the right to waive all or part of the said fee.

13 HONORARY PRESIDENTS AND VICE-PRESIDENTS

The Club may have Honorary Presidents and Honorary Vice-Presidents as may be determined from time to time. The Honorary Presidents and Honorary Vice-Presidents shall be elected at a General Meeting of the Club and shall hold office for such periods as may be determined.

14 HONOURS COLOURS

Honours colours shall be awarded only:

14.1 by the Committee; and

14.2 to Members who are deemed to be proper recipients of the honour in recognition of:

14.2.1 long and meritorious service to the Club; and/or

14.2.2 the high office they hold, or have held in the Club; and/or

14.2.3 achievements in or services to sport recognised by the Club; and/or

14.2.4 any other reason that the Committee may, at its discretion, deem appropriate.

15 COMMITTEE

15.1 The governance of the Club and the formulation of policy is vested in the Committee, which shall be subject to the control of the Members at a General Meeting.

15.2 The management of the Club is vested in the management team under the leadership of the General Manager who reports to the Committee.

15.3 Any act by the Committee or any Member thereof or of any other committee of the Club which is executed in good faith in the execution of its (or his) duties, is deemed an act of the Club. Those Members of:

15.3.1 the Committee; or

15.3.2 any other committee of the Club; or

15.3.3 the Club who do not serve in any official capacity in the Club and have been authorised by the Club to act in a specific matter on behalf of the Club without remuneration

(all hereinafter referred to as "Such Members"),

shall incur no liability in respect of damage or injury caused by any act, omission or default of Such Members whilst acting in the aforesaid capacity, or in respect of damage or injury which is caused by an act, omission or default of a fellow Committee Member or of an official of the Club. Such Members shall be indemnified by the Club in regard to any claim emanating from such an act, omission or default unless liability is attributable to the dishonesty of, or lack of good faith on the part of, any Such Member referred to in clauses 15.3.1, 15.3.2 and 15.3.3 above.

15.4 The Committee and election procedure

15.4.1 The Committee shall consist of fifteen (15) Members of whom:

15.4.1.1 nine (9) shall be elected by the Annual General Meeting (hereinafter referred to as 'Elected Members'), and such Elected Members shall serve until the third (3rd) Annual General Meeting after the Annual General Meeting at which they were elected; and

15.4.1.2 six (6) shall be *ex officio* Members (hereinafter referred to as 'Ex Officio Members') being the persons holding the highest office in the committees of the Golf, Bowls, Tennis, Squash, Snooker and the Pretoria Club Sections. Ex Officio Members shall be elected to office at the Annual General Meetings of those sections, which shall be held prior to the Club's Annual General Meeting. Ex Officio Members shall hold office on the Committee for the same period as they hold the highest office in their respective sections. Should an Ex Officio Member cease to hold office for whatever reason, the relevant Section of the Club shall, through its committee, elect a replacement Member.

15.4.2 A Committee Member can serve only as either an Elected or Ex Officio Member of the Committee. Should an Elected Committee Member subsequently become an Ex Officio Member, the Member shall forthwith cease to hold office as an Elected Member. Likewise, should an Ex Officio Member subsequently be elected to the Committee as an Elected Member, the Member shall forthwith cease to hold office in the relevant Section.

15.4.3 Election procedures: (These procedures shall, with the necessary changes required by the context, also apply to election of Members of all other committees of the Club.)

- 15.4.3.1 Candidates for election shall be nominated on the Club's nomination form. The form shall be signed by two (2) Members of at least three (3) years' standing and entitled to vote at General Meetings. The candidate shall countersign the form confirming his acceptance of the nomination.
- 15.4.3.2 A Member shall not be accepted for election unless such a Member is a Member of at least three (3) years in good standing, is entitled to vote at General Meetings, has paid all his dues to the Club, has not been found guilty of misconduct during the preceding three (3) years, and has not resigned from any committee structure in the preceding two (2) years for reasons other than family concerns or ill health or other reasons deemed reasonable by the Committee, and is not in breach of clause 15.6.4.
- 15.4.3.3 A retiring Member of the Committee shall be eligible for re-election.
- 15.4.3.4 A Member may not be nominated for the highest office in the committees of the Golf, Bowls, Tennis, Squash, Snooker and the Pretoria Club Sections unless that Member has served at least two (2) years on the particular committee.
- 15.4.3.5 The nomination form shall be handed to the General Manager at least ten (10) days prior to the date of the Annual General Meeting and not later than 17:00 on that day. The General Manager shall immediately after the closing date of all nominations present these to the Committee, and the Committee shall be empowered to reject all nominations that do not meet the requirements of this clause 15.4.
- 15.4.3.6 The name of each person whose nomination was accepted in terms of this clause shall be posted on the Club noticeboards at least seven (7) days prior to the date of the Annual General Meeting.
- 15.4.3.7 Where at any election in terms of the Constitution or any by-laws of a section of the Club, more than one (1) vacancy is required to be filled, a Member shall be entitled to cast any number of votes, provided the number of votes so cast shall not exceed the number of vacancies to be filled and provided further that not more than one (1) vote may be cast for any one (1) candidate.
- 15.4.3.8 If the number of nominations exceeds the number of Committee Members to be elected, an election by ballot shall take place. The nominee who receives the most votes following the ballot, shall be deemed to have been duly elected and the first vacancy filled by him. If there is a further vacancy the nominee who received the second highest number of votes following the ballot shall be deemed to have been duly elected to fill the second vacancy and so on, until all vacancies have been filled.
- 15.4.3.9 If all or any of the nominees receive the same number of votes following the ballot, those who receive the same number of votes, shall draw lots to determine who shall fill the vacancy or vacancies.

- 15.4.3.10 If the number of nominations is equal to the number of Committee Members to be elected, the Chairperson of the meeting shall declare those nominated to be elected, while if the number of nominations is less than the number of Committee Members to be elected, the Chairperson of the meeting shall declare those nominated to be elected and he shall, as soon as possible thereafter, approach and co-opt a sufficient number of eligible and suitable Members to fill the vacancies.
- 15.4.3.11 In the event of a vacancy occurring on the Committee, the Committee shall have the power to fill that vacancy by co-option. A co-opted Member of the Committee shall serve until the date of the first (1st) General Meeting of Members of the Club after the co-option, be it an Annual or Special General Meeting, when the post shall become vacant. The proposal of candidates and the election of a Member to the vacancy at the aforesaid General Meeting shall proceed in the ordinary manner provided for in this Constitution.

15.5 Chairperson and Vice-Chairperson

- 15.5.1 At the first (1st) Committee Meeting following the election of the Committee, the Committee shall elect from amongst its Members a Chairperson and a Vice-Chairperson of the Club for the ensuing year, the Vice-Chairperson to act in the absence of the Chairperson. Election of both Chairperson and Vice-Chairperson of the Club shall be by secret ballot to be conducted at the first (1st) meeting of the Committee, which must be held within fourteen (14) days of the Annual General Meeting. The current Chairperson will continue to hold office until his successor is elected.
- 15.5.2 Should neither the Chairperson nor the Vice-Chairperson be present at the time fixed for a properly constituted Committee meeting or within fifteen (15) minutes thereafter, the Committee shall elect one (1) of its Members to act as Chairperson for that meeting.
- 15.5.3 Should the position of Chairperson and/or Vice-Chairperson fall vacant, the Committee shall at the first Committee meeting held after such vacancy occurs, elect from its Members a new Chairperson and/or Vice-Chairperson, as the case may be, for the remainder of the elected period.

15.6 Committee Meetings

- 15.6.1 The Committee shall meet at least eight (8) times a year for the dispatch of business and adjourn or otherwise conduct its proceedings in such manner as it may determine. Save as is otherwise provided in this Constitution, questions arising at any meeting shall be decided by a majority of votes. A Member of the Committee may request the Chairperson to summon a meeting of the Committee setting out the necessity for and urgency of the matter.
- 15.6.2 A majority of Members shall form a quorum.
- 15.6.3 In the event of an equality of votes, the Chairperson shall, in addition to his deliberative vote, have a casting vote.

- 15.6.4 Any Member of the Committee absenting himself from four (4) consecutive meetings shall, unless he has obtained leave of absence, by that very fact cease to be a Member of the Committee.
- 15.6.5 The Committee shall ensure that minutes of proceedings and resolutions are kept of all its meetings and those of any subcommittees in a minute book maintained securely for that purpose, and that the latter shall be available for Members to consult. Any such minutes signed by a person purporting to be the Chairperson of any subsequent meeting of the Committee or of a subcommittee, as the case may be, shall be *prima facie* evidence that the proceedings were regular and took place at a meeting duly called, constituted, and held.

16 POWERS AND RESPONSIBILITIES OF THE COMMITTEE

16.1 Management and Control

- 16.1.1 Management: The Committee shall manage the business of the Club, exercise control over it and execute the objects stated in clause 3 of this Constitution, unless any provision of this Constitution requires the exercise of such powers only by the Members in a General Meeting or the latter has given specific directions as to how any of these powers should be executed in future (such directions, shall however, not affect the validity of any earlier Committee decision or resolution made or taken prior to the date of the direction).
- 16.1.2 Co-option: The Committee may, from time to time co-opt any person to assist it as an assessor member in its deliberations or otherwise in managing the affairs of the Club, whether such a person is a subscribed Member of the Club or not. Such a person may participate in meetings or other proceedings of the Committee and have such rights and duties as may be determined by the Committee but may not vote.

16.2 Delegation Powers

The Committee may delegate any of its powers to a Club Member or a subcommittee consisting of such Members of the Committee and/or such Members of the Club as it thinks fit. The General Manager or any subcommittee shall in the delegation of power adhere to any directions given by the Committee. Such subcommittee shall, subject to any directions, conduct its proceedings in such a manner as it may itself determine.

16.3 Appointment and Dismissals

The Committee shall appoint, remove, or suspend such managers, secretaries, stewards, agents, clerks, and employees as it may from time to time think fit and shall determine their salaries or emoluments.

16.4 General and Specific Powers

Without derogating from the generality of the powers vested in the Committee to give effect to the purpose for which the Club was constituted, the Committee shall also have the power to:

- 16.4.1 pass, amend, or rescind By-Laws for the regulation of the Club, provided that all such By-Laws, amendments, and rescissions shall be posted on the Club noticeboard for a period of fourteen (14) days before they come into force;
- 16.4.2 institute, defend, bring, carry on, compromise, discontinue, or refer to arbitration any proceedings, actions, suits, claims, demands, applications, or appeals in the name of the Club or in relation to any matter affecting the interests of the Club;
- 16.4.3 open and operate such banking accounts or saving bank accounts or other accounts with such banks or other financial institutions as may be determined and draw, make, sign, accept, endorse, discount, and issue bills of exchange, promissory notes, cheques, and other negotiable or transferable instruments;
- 16.4.4 prescribe additional charges for Members joining the Social, and/or Golf, and/or Bowls, and/or Tennis, and/or Squash and/or Snooker Sections and/or impose such playing fees as it may think fit and to vary such fees or to impose any levy that it may deem necessary;
- 16.4.5 arrange, vary, or determine the terms of reciprocity from time to time with other clubs; and
- 16.4.6 communicate with Members by notice on the Club noticeboard, and/or its website, and/or its fax and/or e-mail facilities, and/or its newsletters.

17 INFRACTION OF CONSTITUTION

The Committee shall deal with any infraction of the Constitution or of the By-Laws of the Club.

18 CONDUCT UNBECOMING

- 18.1 Conduct unbecoming of any Member of the Club means conduct that is in breach of the Constitution, the By-Laws and/or the Rules of the Club and/or a Section, or conduct that is in the opinion of the Committee improper, dishonest, unsportsmanlike, offensive, unseemly, or objectionable, or conduct that shall likely discredit the Club or be prejudicial to the interests or the reputation of the Club, whether within the Club's premises or outside them.
- 18.2 If a complaint is received by the General Manager or a Section committee that alleges behaviour of a Member that may constitute unbecoming conduct, management or the Section committee concerned shall submit to the Committee a detailed incident report on the allegation/s. Management and the Section committee shall have the right to consult with the complainant/s, the Member/s involved, or any other person/s in the compilation of the report.

- 18.3 After consideration of the submitted report, and if the conduct of any Member is in the opinion of the Committee unbecoming of a Member of the Club, the Committee shall determine whether the disciplinary procedure shall be conducted by the Committee or the relevant Section committee.
- 18.4 If the Committee decides to handle the matter, the Committee shall appoint a Disciplinary Committee consisting of at least three (3) Members, one (1) of which shall be a Committee Member to conduct the disciplinary hearing. The Disciplinary Committee shall have the power to:
- 18.4.1 dismiss the complaint; or
 - 18.4.2 issue a reprimand; or
 - 18.4.3 issue a final written warning that will remain valid for a maximum of three (3) years; or
 - 18.4.4 deprive the Member of all or any rights and/or privileges of Membership for such period as the Disciplinary Committee may deem fit; or
 - 18.4.5 suspend the Member for a time as the Disciplinary Committee may deem fit; or
 - 18.4.6 recommend to the Committee to call upon the Member in writing to resign. If the Committee accepts the recommendation, the Committee shall request the Member in writing to resign, and if the Member fails to resign within seven (7) days, the Member's Membership shall summarily be terminated, and the Member shall forthwith be expelled from the Club. If the Committee does not accept the recommendation, it shall refer the matter back to the Disciplinary Committee for sanction.
- 18.5 The powers listed in subclause 18.4.1 to 18.4.6 shall be exercised only after the Member affected by such disciplinary action has been offered the opportunity to make timeous representation either in person or in writing. The Disciplinary Committee shall have the power to summon any Member or other person to give evidence for or against such Member, and the Member shall have the right to cross-examine such witness but not be entitled to legal representation.
- 18.6 The Disciplinary Committee shall determine the procedures to be followed at the disciplinary hearing provided that the proceedings at such a hearing shall at all times comply with the principles of natural justice.
- 18.7 If the Disciplinary Committee refers the complaint to the relevant Section, the Section concerned shall conduct the disciplinary hearing in terms of the Section's by-laws. Clause 18.4 (with the necessary changes required by the context) shall apply to the Section's disciplinary hearing with the exception of the power of suspension. The Section concerned may preclude him from using any of the facilities of the Section for a period not exceeding six (6) months.
- 18.8 In the case of the matter having been considered by a Section Disciplinary Committee, the Member concerned shall have the right of appeal to the Main Committee. Such appeal shall be noted within fourteen (14) days of the date on which the Section Disciplinary Committee notified the Member of the decision in

writing. The Main Committee shall appoint a Disciplinary Committee to hear the appeal, and clauses 18.9.1, 18.9.2 and 18.12 shall apply, with the necessary changes required by the context, to the appeal.

18.9 Any Member aggrieved by the Disciplinary Committee (whether as a committee of first instance or as an appellate body) shall have the right of appeal to an Appeal Committee, as defined in clause 18.11, after having complied with the following formalities:

18.9.1 the appeal shall be noted in writing within fourteen (14) days of the Member having been advised in writing of the decision that forms the subject matter of the appeal; and

18.9.2 the notice shall clearly set out the portion of the decision that is being appealed against and state clearly whether it is the finding of the Committee, or the disciplinary action pursuant thereto or both, that is being appealed and shall further advance reasons why the decision should be reversed or otherwise changed.

18.10 The decision of an Appeal Committee shall be final.

18.11 An Appeal Committee shall consist of the Chairperson and two (2) Members appointed by the Committee. No person, who was a Member of a Disciplinary Committee that heard the matter previously, shall be eligible for appointment to the Appeal Committee.

18.12 An Appeal Committee shall have the power to confirm, alter, vary, rescind, or set aside the findings of and or penalty imposed by the Committee.

18.13 No Member whose Membership has been suspended or terminated in terms of this clause shall be entitled to any refund whatsoever in respect of any subscription or other sums previously paid by him to the Club and shall forthwith discharge his liability to the Club in respect of any monies owed by him to the Club.

19 ANNUAL AND SPECIAL GENERAL MEETINGS

19.1 Notice of an Annual or a Special General Meeting and of the business to be transacted shall be posted on the Club noticeboard at least fourteen (14) days prior to the date of the meeting and posted by electronic means to all Members (who have provided electronic addresses). All documents or other information pertaining to such a meeting shall also be available electronically. Only Members in good standing (not facing any disciplinary action, whose Membership has not been suspended, and/or whose subscription fees are not in arrears) shall be entitled to attend or vote at General Meetings.

19.2 Date and Business of Annual General Meeting

The Annual General Meeting shall be held within one hundred and twenty (120) days after the last day of the Club's financial year, but not later than 30 June. The business of the meetings shall be to:

19.2.1 receive the report of the Chairperson;

- 19.2.2 consider the audited financial statements of the affairs of the Club for the previous year;
- 19.2.3 elect the required number of Members to the Committee and the auditor for the following year; and
- 19.2.4 transact such business of which due notice has been given.

19.3 Quorum

The quorum for an Annual or Special General Meeting shall be twenty-one (21) Members present and entitled to vote. If there is no quorum within half ($\frac{1}{2}$) an hour of the appointed time, the meeting if convened at the request of Members, shall be dissolved, but in any other case it shall be adjourned to the same day of the next week at the same time and place (unless it is a public holiday when it shall be held on the following weekday), and those Members present at such a postponed meeting shall then form a quorum and may transact the business for which the meeting was called.

19.4 Proceedings

- 19.4.1 The Chairperson or Vice-Chairperson, or, failing either of them, any Member of the Committee or, in their absence, any Member duly elected by the majority of those present, shall preside and shall, in addition to his deliberative vote in the event of an equality of votes, have a casting vote.

- 19.4.2 Notice of business or resolution:

No business or resolution of which due notice has not been given shall be discussed at Annual or Special General Meetings, but the Chairperson may, at his discretion, allow an amendment to be moved of the wording of any resolution of which due notice has been given, even if notice has not been given of the intention to propose such an amendment. In the case of notice for a resolution to be passed at an Annual General Meeting, 'due notice' shall mean notice lodged with the General Manager thirty (30) days prior to the date of the Annual General Meeting and thereafter posted on the Club noticeboard at least fourteen (14) days before the Annual General Meeting.

- 19.4.3 Amendment of the Constitution

No new clause in this Constitution and no amendment of any existing portion and/or clause shall be made except at a Special General Meeting called for that specific purpose, or at any Annual General Meeting, and then only if it is sanctioned by at least two-thirds ($\frac{2}{3}$) of the Members present and voting at such a meeting. The proposed amendment of the Constitution must be lodged with the General Manager in writing and signed by the proposer and seconder thirty (30) days prior to the date of the Annual General Meeting, and must be posted on the Club noticeboard and circulated to Members in writing at least fourteen (14) days before the Annual General Meeting concerned.

- 19.4.4 All notices of motion must be sent timeously to the General Manager who shall cause them to be posted in due course.

19.5 Calling of Special General Meetings

19.5.1 A Special General Meeting of the Club:

19.5.1.1 may be called at any time by the Committee; or

19.5.1.2 shall at any time be called by the Committee upon a requisition to that effect signed by no fewer than fifty (50) Members in good standing, which requisition shall state the object of meeting.

19.5.2 Unless the Committee consents thereto no business other than the business for which any Special General Meeting was convened, shall be discussed at such meeting.

19.6 Reversal of Decision

No decision of an Annual or Special General Meeting may be reversed by a subsequent General Meeting except by a majority of two-thirds (2/3) of the Members present and voting at the subsequent meeting.

19.7 Discretion of the Chairperson as to the Conduct of Meetings

Save as herein provided, proceedings at a General Meeting shall be conducted in such a manner as the Chairperson may determine, subject, however, to such directions as may have been given him by any prior General Meeting of the Club.

20 FINANCIAL EXPENDITURE

20.1 No expenditure shall be incurred by the Committee unless it has been approved by a majority of not less than two-thirds (2/3) of those present and voting at a meeting of the Committee duly called and constituted, subject to any limitation placed by the Members at an Annual or Special General Meeting of the Club, on the amount that may be spent.

20.2 The provisions of this clause shall not apply to the ordinary trading account needed for the everyday running of the Club, which shall be controlled by the General Manager who shall account to the Committee for all such expenditure monthly.

20.3 The Club may at no time incur an overdraft or loan for any amount exceeding 15 % (fifteen percent) of the gross turnover as reflected in the latest audited financial statements, and any additional liabilities shall be taken on only with the approval of a majority of Members present at an Annual or Special General Meeting of the Club, provided that the liabilities of the Club (being the total of its overdrafts, loans, leases, and any other debt instruments) at any given time shall not result in an interest coverage ratio of lower than five (5). For purposes of this clause, interest cover ratio shall be a multiple that indicates the number of times the Club's earnings in an accounting period (excluding capital expenditure and before interest and taxation or EBIT) can cover the interest incurred during the same period on the Club's debts. Since it measures the ability to pay interest due from the earnings of the Club, this ratio in this clause is used in computing the Club's borrowing capacity and in assessing the risk of additional debt. (Formula: Earnings before interest, tax, and without capital expenditure ÷ interest expense)

20.4 The Committee shall for each financial year allocate a minimum of seventy percent (70 %) and a maximum of eighty percent (80 %) of the operational profit after tax of the previous financial year for expenditure on capital-related items intended for improving and/or maintaining the Club's facilities. Any additional expenditure shall be allocated only with the approval of a majority of the Members present at an Annual or Special General Meeting of the Club. The Committee shall at the end of a financial year distribute the remaining funds to a reserve fund for meeting any unexpected costs or emergencies that may arise.

21 ENTRANCE FEE AND ANNUAL SUBSCRIPTION FEE

Entrance and subscription fees payable shall be determined and may, at its discretion, be waived by the Committee, provided that no increase in the annual subscription for the ensuing year shall exceed five percent (5 %) plus the increase in the consumer price index as determined by the Central Statistical Service for the preceding year, provided that:

21.1 Life Members shall not be liable for payment of entrance fees or for any subscription fees; and

21.2 Honorary Members shall not be liable for payment of entrance fees or for any subscription fees.

22 PAYMENT OF ANNUAL SUBSCRIPTION FEES AND CLUB ACCOUNTS, FINANCIAL YEAR

22.1 All fees and other monies due shall be payable in advance unless a Member has applied in writing and in good time for a concession to pay the fees in instalments acceptable to the Committee. The balance of such fees and other monies that may be owing from month to month shall attract interest at a rate equal to the rate of interest charged to the Club by its bankers on bank overdraft and shall be calculated on the amount outstanding at the end of each month until the full amount has been paid.

22.2 Subscription fees shall be calculated as from the first (1st) day of the month in which a Member is elected. Where someone is elected as a Member during a financial year, subscription fees shall be calculated on a pro rata monthly basis for the remaining period of the financial year.

22.3 If a Member by reason of change of residence qualifies for Country Membership, the Committee may, on written application by the Member, transfer that Member to Country Membership from such date in the financial year as the Committee may determine, and the Member shall thereupon become entitled to a proportionate reduction of his subscription fee for the unexpired portion of the financial year.

22.4 In the event of a Country Member becoming resident or working within the area defined for Town Members, he shall immediately advise the Club in writing and become liable for payment of the subscription fee payable for a Town Member on a pro rata basis for the remaining part of the financial year.

22.5 Every Member is required before leaving the Club on any day to pay or acknowledge all expenses incurred by him at the Club.

22.6 Financial year: The financial year of the Club ends on the last day of February of each year.

23 NON-PAYMENT OF ANNUAL SUBSCRIPTION FEES OR CLUB ACCOUNTS

23.1 A Member who fails to pay any amount owing to the Club for annual subscription fees or for the supply of food, liquor, goods or otherwise, within 45 (forty five) days after it has become payable:

23.1.1 shall be advised in writing that he may not continue to be a Member or to make use of the Club facilities as long as this amount remains unpaid; and

23.1.2 may have his name:

23.1.2.1 posted on the Club noticeboard as a defaulter; and

23.1.2.2 struck off the list of Members of the Club if the amount remains unpaid for fourteen (14) days after the date on which his name was so posted.

23.2 Having his name struck off the list of Members as stated above, shall not release such defaulting Member from his liability to the Club, and he shall not be allowed to vote at any Club meetings or take part in the affairs or make use of the facilities of the Club until such time as the outstanding account has been paid; and he shall be liable to pay interest on any amount due at a rate equal to the rate of interest charged to the Club by its bankers on its bank overdraft, which interest shall be calculated as from the date on which the amount became due until the date upon which it is paid; and he shall, should the Club take legal action to have the amount collected, be liable for payment of all the Club's legal costs as between an attorney and his client, including collection commission.

23.3 Should a defaulter, however, advance satisfactory reason in writing for his default, the Committee may grant the defaulter an extension of time within which to fulfil his obligation and, on fulfilment, the defaulter's Membership may be restored.

24 REBATE ON SUBSCRIPTION FEES (see also clauses 12 and 21)

Members shall not be entitled to any rebate on, or reduction in, their subscription fees by reason of absence of any kind or for any other reason except that the Committee may, at its discretion, waive a part of the subscription fees.

25 BOOKS OF ACCOUNT

Proper books of account of the affairs of the Club shall be kept, and the said books, together with all other papers and documents connected with or relating to the Club's business or its affairs, shall be kept at the Club and shall at all reasonable times be accessible to Members of the Committee. The Committee shall from time to time determine whether and to what extent and at what times and places, and under what

conditions or regulations, the accounts and books of the Club or any portion of them shall be open to inspection by Members of the Club, not being Members of the Committee. No Member of the Club who is not a Member of the Committee shall have the right to inspect any account, or book, or document of the Club except as authorised by the Committee or by the Club at General Meetings.

26 BANK ACCOUNT

All monies paid to the Club shall as soon as possible after receipt be deposited with such bank in such banking or investment account as the Committee may decide and shall be withdrawn there from time to time as may be authorised.

27 AUDITORS

The accounts of the Club shall be audited at least once a year by a registered accountant, not being a Member of the Committee, who shall be appointed by the Members at an Annual General Meeting. In the event of a vacancy occurring in the office of the auditor during the year, the Committee shall forthwith appoint a registered accountant to fill the vacancy.

28 GUESTS AND VISITORS (see By-Law 4)

28.1 Guests and Visitors to the Club premises are subject to the Club Constitution and By-Laws that may be in force from time to time, provided always that Guests must be in the company of a Member.

28.2 No Member shall introduce at any time as a Guest or a Visitor any person who has been struck off the list of Members or rejected in terms of clause 18.1 of the Constitution.

28.3 The admission of Guests and Visitors may be limited or may be prohibited by the Committee on special days and/or facilities or in connection with any specified Club function.

28.4 Any Member who knowingly transgresses the provisions of this clause shall be deemed to be guilty of unbecoming conduct.

28.5 The Committee shall have the power to prohibit the further introduction of any person making use of the Club's facilities for whatever period it may determine.

29 SECTION 30 A OF THE INCOME TAX ACT 58 OF 1962

Notwithstanding anything to the contrary hereinbefore contained:

29.1 The Club shall have at least three (3) persons, who are not connected persons in relation to each other, who shall accept the fiduciary responsibility of the Club, and no single person shall directly or indirectly control the decision-making powers relating to the Club.

- 29.2 The activities of the Club shall be carried out in a non-profit manner.
- 29.3 The Club is prohibited from directly distributing any surplus funds to any person, other than in terms of clause 29.4 below.
- 29.4 On the dissolution of the Club, its assets and funds shall be transferred to another recreational club that is approved by the Commissioner of the South African Revenue Service in terms of Section 30 A of the Income Tax Act, or to a public benefit organisation contemplated in paragraph (a)(i) of the definition of a 'public benefit organisation' that has been approved in terms of Section 30 (1) of the Income Tax Act.
- 29.5 The Club shall not pay any remuneration to any person that is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amount received by or accrued to the Club.
- 29.6 All Members of the Club shall be entitled to annual or seasonal Membership.
- 29.7 Members shall not be allowed to sell their Membership rights or any entitlement in terms thereof.
- 29.8 The Club shall submit to the Commissioner of the South African Revenue Service a copy of those amendments of this Constitution that have income tax implications.

PRETORIA COUNTRY CLUB

GENERAL BY-LAWS

November 2022

INDEX

1. CLUB COMMITTEES
2. DAMAGE TO OR LOSS OF CLUB PROPERTY AND FLOWERS OR PLANTS
3. INJURY TO PERSONS AND DAMAGE TO PROPERTY
4. GUESTS
5. CHILDREN
6. ANIMALS
7. BAGGAGE, GOLF CLUBS, RACQUETS
8. RESTRICTIONS IN BAR AND HOURS
9. DRESS CODE
10. DIFFERENTIATED MEMBERSHIP
11. FAMILY MEMBERSHIP
12. MEMBERSHIP ASPECTS
 - 12.1 FOUR YEARS CONTINUOUS MEMBERSHIP AS JUNIOR OR STUDENT
 - 12.2 CORPORATE MEMBERS
 - 12.3 APPLICATION FOR MEMBERSHIP: LETTER OF GOOD STANDING
 - 12.4 ENTRANCE FEES
13. SUBSCRIPTIONS
14. WEEKDAY GOLF MEMBERSHIP
15. NOTICES ON NOTICEBOARDS
16. NO LIQUOR ON CLUB PROPERTY
17. BUSINESS OF ANNUAL GENERAL MEETINGS OF SECTIONS
18. MEMBERSHIP CARDS: PERSONAL AND NON-TRANSFERABLE
19. ANNUAL LOYALTY CHARGE
20. HOUSING – ELIGIBILITY
21. PCC DAM AND SHORE
22. RECIPROCITY ARRANGEMENTS WITH OTHER CLUBS
23. LIGHTNING SAFETY

GENERAL BY-LAWS

1 COMMITTEES

- 1.1 The Chairperson and Vice-Chairperson of the Club shall be *ex officio* Members of all committees established by the Committee under the Constitution of the Club.
- 1.2 The Chairperson and Vice-Chairperson may at their discretion invite a Guest or Guests to participate in the activities of any sporting Section of the Club, without payment of any fees or levies imposed by such sporting Section as applicable to other Guests. Participation by such Guests shall be by arrangement with the captains of the respective sporting Sections.
- 1.3 In order to avoid a possible conflict of interest, no Member of any committee of the Club shall serve on any committee of any other country and/or sports club. Such restriction does not apply to sports not catered for by the Club nor to representation on controlling bodies of sporting codes.

2 DAMAGE TO OR LOSS OF CLUB PROPERTY AND FLOWERS OR PLANTS

- 2.1 Members shall pay for replacing or repairing (as the Committee may determine) any article or property of the Club broken or damaged by them or their Guests.
- 2.2 No person may remove from the Club's premises any property or furniture belonging to the Club without prior written authorisation.
- 2.3 The removal of plants, bulbs, or shrubs and the picking of flowers on Club premises are prohibited.
- 2.4 Any Member of the Club shall be liable for any property damaged and/or personal injury caused at or near the Club, or during any activity or function operated, organised, arranged, or sponsored by the Club, caused by such Member or such Member's Guest(s) or family member(s), whether or not such liability arose from negligent conduct or gross negligent conduct.

3 INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY

- 3.1 The Club's property is private, and the right of admission is at all times reserved to the Club, its Members, and employees. All persons entering the Club's property and/or using the Club's facilities:
 - 3.1.1 do so entirely at their own risk, and neither the Club nor the Club's management, Members, representatives, or any employees (herein referred to collectively as 'the Club') shall be liable or responsible in any manner whatsoever for any claim or damage arising or suffered either directly or indirectly from personal injury or harm whatsoever and howsoever arising, including death, or any damage whether direct or indirect to personal or other property whatsoever and howsoever caused, whether or not such claims

arose from negligent conduct or gross negligent conduct;

- 3.1.2 shall, by doing so, be deemed to indemnify the Club against any liability for damages whatsoever and howsoever caused.
- 3.2 Without derogating from the generality of the foregoing, parents and children who enter the Club's property do so on the basis that parents shall assist any child accompanying them, in contracting as aforesaid, and shall undertake to indemnify and hold harmless the Club from any and all claims made by any such child that may arise from, in connection with, or related to (whether directly or indirectly) any personal injury, harm, death, loss of support, damage to property, or any other damages whatsoever and howsoever arising, whether or not such claims arose from negligent conduct or gross negligent conduct.
- 3.3 Each Member as a condition of Membership and each Guest or Visitor as a condition of invitation shall assume sole responsibility for his property. The Club shall under no circumstances whatsoever be liable for any loss and/or damage to the property of a Member, Guest, and/or Visitors brought onto the premises of the Club whether occasioned by theft or otherwise.
- 3.4 Should any party bound by these By-Laws bring a suit against the Club, its employees, and its affiliates or any of its Members (collectively the 'Indemnified Parties') in connection with any event operated, organised, arranged, or sponsored by the Club, or any other claim or matter in connection with Membership in the Club, and fail to obtain judgement against the same, said party shall be held liable to the Indemnified Parties for all costs and expenses incurred by them in the defence of such suit, including legal costs on an attorney and own client scale.
- 3.5 Any personal property that may have been left in or on the Club premises for more than six (6) months without payment of storage therefor may be sold without notice, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

4 GUESTS

Subject to the provisions of clause 28 of the Constitution, the number of Guests introduced by a Member to the Club shall not be limited, provided, however, that:

- 4.1 the presence of such Guests shall not unduly inconvenience other Members;
- 4.2 no Member shall introduce more than ten (10) Guests on any occasion without the prior approval of the General Manager;
- 4.3 persons residing in the town area as defined by clause 7.4 of the Constitution shall not be introduced as Guests more frequently than once a month to participate in any sport, including bridge and snooker. They may be introduced more frequently to attend other Club functions and Members' private functions as defined by the Committee;
- 4.4 the responsibility for ascertaining whether a Guest is eligible to be introduced as such to the Club, and generally all responsibilities relating to a Guest while on the Club

premises, shall rest with the Member introducing him;

- 4.5 no Guest shall enjoy the privileges of the Club except in the company of the Member introducing such Guest, and the Member shall take responsibility for the behaviour of such Guest;
- 4.6 every Member is required, before leaving the Club, to arrange for payment of every expense incurred in relation to his Guests;
- 4.7 any Member or Guest on the Club premises shall disclose his name when requested to do so by an official of the Club; and
- 4.8 the Committee may, at its discretion, from time to time arrange special Guest days and/or waive the restrictions relating to Guests.

5 CHILDREN

- 5.1 For the purpose of this By-law, the word 'children' shall mean and include all persons under the age of eighteen (18) years.
- 5.2 Members and Visitors shall be responsible for the actions and behaviour of their children whilst the latter are on the Club premises and also be liable for any damage or injury caused by the latter to property or person of the Club, its Members, employees or Guests.

6 ANIMALS

Dogs or any other pets shall not be allowed in the Clubhouse, in any of the Club buildings or verandas, or on any of the sports facilities including the golf course. Dogs or any other pets shall not be taken onto the Club grounds unless under the immediate control of their owners, who shall attach a lead to the pet.

7 BAGGAGE, GOLF CLUBS, RACQUETS

No baggage, golf clubs, racquets, or other sporting equipment may be left unattended, except in the demarcated areas in the Club buildings.

8 RESTRICTION IN BAR AND HOURS

- 8.1 No person under the age of eighteen (18) years shall be allowed in any of the bars on the premises of the Club, except in the demarcated areas.
- 8.2 The bars shall be open during such hours as are permitted in terms of the relevant statutes of the Republic of South Africa or for such shorter hours as the Committee may determine from time to time.

9 DRESS CODE

- 9.1 The prescribed dress code for the 9.2Clubhouse is as follows:

9.1.1 Gentlemen:

- 9.1.1.1 The dress code shall be smart casual at all times;
- 9.1.1.2 No T-shirts or vests allowed;
- 9.1.1.3 No torn or frayed clothing allowed;
- 9.1.1.4 No slip-slops or sandals allowed;
- 9.1.1.5 No caps or hats allowed inside the venues.

9.1.2 Ladies:

- 9.1.2.1 The dress code shall be smart casual at all times;
- 9.1.2.2 No torn or frayed clothing allowed;
- 9.1.2.3 No slip-slops allowed;
- 9.1.2.4 No caps allowed inside the venues.

- 9.2 As far as the Pavilion and outside patio areas are concerned, however, the Club does not prescribe a restrictive dress code.
- 9.3 Members are requested to be neat in appearance at all times. In the event of personal attire being questionable the discretion of Committee Members and management will be final and must please be respected.
- 9.4 The welfare of Members and Guests and their enjoyment of the facilities are of paramount importance to the Committee and Management, and they accordingly reserve the right to decide whether dress is appropriate or not.
- 9.5 The dress code shall apply to Members, their Guests, as well as to Visitors attending golf days and functions in the Clubhouse.
- 9.6 The Golf Shop and the Caterers shall communicate the dress code to all persons booking golf days and/or function facilities.
- 9.7 It shall be the responsibility of Members to inform their Guests of the Club's dress regulations.
- 9.8 The Club reserves the right to prescribe more stringent dress codes for certain areas of the Club premises, or events.

10 DIFFERENTIATED MEMBERSHIP

Differentiated Membership means that a distinction is drawn between the different sections of activity of the Club and the costs relating to Membership of a particular Section. (See the notes following these By-Laws in which the background of differentiated Membership is outlined.)

10.1 Club Membership (Social)

- 10.1.1 Every Member is automatically a Social Member of the Club. Such a Member can make use of the social facilities of the Club, become a Member of the Pretoria Club Section, and also entertain Guests.

10.1.2 No one can become a Member of a sports Section without being a Social Club Member.

10.1.3 Social Club Members may make use of the facilities of only those sports Sections that they have joined and for which they have paid the applicable fees.

10.1.4 A Social Club Member who:

10.1.4.1 is not a Member of the Golf, Bowls, Tennis, Squash, Snooker, or Pretoria Club Sections may not take part in their activities at the Club, or use the Pretoria Club Section facilities except under the rules for a Visitor and/or Guest of that Section;

10.1.4.2 joins the Golf Section can apply to be a Member of the other Sections and shall be exempt from paying the annual Membership fee of those Sections. The Member shall, however, be liable for the playing fees and affiliation fees applicable to that Section. The exemption shall not apply to the Pretoria Club Section, whose annual fees shall apply.

10.2 Golf Membership

To join the Club to play golf requires that such a person first becomes a Social Club Member. In order to play golf, golf subscriptions shall be payable.

10.3 Bowls Membership

To join the Club to play only bowls requires that such a person first becomes a Social Club Member. In order to play bowls, bowls subscriptions shall be payable.

10.4 Squash Membership

To join the Club to play only squash requires that such a person first becomes a Social Club Member. In order to play squash, squash subscriptions shall be payable.

10.5 Tennis Membership

To join the Club to play only tennis requires that such a person first becomes a Social Club Member. In order to play tennis, tennis subscriptions shall be payable.

10.6 Snooker Membership

To join the Club to play only snooker requires that such a person first becomes a Social Club Member. In order to play snooker, snooker subscriptions shall be payable.

10.7 Pretoria Club Section Membership

To join the Pretoria Club Section requires that such a person first becomes a Social Club Member. Pretoria Club Section subscriptions shall be payable.

11 FAMILY MEMBERSHIP

For the purposes of these By-Laws, a family is defined as either:

11.1 a married couple with or without children; or

11.2 a single parent with at least one child.

12 MEMBERSHIP ASPECTS

12.1 Four (4) years' continuous membership as a Junior, Student, or Young Town Member: If a Junior, Student or Young Town Member has been such for not less than 4 (four) years continuously, and is such when he applies to become a full Town Member, he shall not pay an additional entrance fee.

12.2 Institutional or Corporate members: Each application shall be considered on merit.

12.3 Application for Membership & letter of good standing: If an applicant for Membership of the Club was a member of another club before applying for Membership at the Club, a letter of good standing from that club must accompany the completed application form.

12.4 Entrance fees:

12.4.1 The Committee shall have the right to determine from time to time the entrance fees payable by the various categories of Members.

12.4.2 The ladies participating in the annual 'Bunny Clinic' for new golfers shall receive a rebate as agreed to from time to time by the Committee, when joining the Club, on condition that the application form for Membership of the Club is received by the Club within thirty (30) days from the starting date of the clinic.

12.5 Social Membership to Golf Membership: Non-golf Members who joined the Club as Social Club Members after 1 March 2001 and who then later joined the Golf Section shall be liable to pay the balance of the ruling entrance fee payable at the time of him becoming a Member.

12.6 Affiliation Fees: All Members shall be liable to pay the affiliation fees levied by provincial and national bodies.

13 SUBSCRIPTION REBATES

The Committee shall have the right to determine subscription rebates from time to time.

13.1 Town Members who joined the Club before 1 March 1988 and who have completed twenty five (25) years of full Town Membership shall be granted a rebate of twenty five percent (25 %) of the annual subscription and, in the year following their sixty fifth (65th) birthday, a further twenty five percent (25 %) rebate shall be granted to such Members.

13.2 Any Member who has been a Town Member continuously and uninterruptedly for twenty five (25) years may, after reaching the age of sixty five (65), apply for a twenty five percent (25 %) reduction in his annual subscription.

13.3 Any Member who joined as a Town Member on or before 29 February 1976 and who has been a Town Member for a period of not less than fifteen (15) years continuously, shall in the Club financial year following his sixty fifth (65th) birthday be granted a

rebate of twenty percent (20 %) of the then ruling subscription rate. This rebate shall not be an additional rebate to that set out in By-Law 13.2.

- 13.4 In the event of a Member having successfully applied in terms of clause 7.9 or clause 7.11 of the Constitution for classification as an Absentee or Country Member, and provided he has paid the fees relating to such Membership, that period shall be deemed to be part of 'continuous' Membership for the purposes of By-Laws 13.2 and 13.3 if such Member on his return has applied in writing for such concession, and has further resumed Town Membership.

14 WEEKDAY GOLF MEMBERSHIP

This type of Membership is granted on the following basis:

- 14.1.1 A discount of fifty percent (50%) shall be granted on the golf portion of Membership fees, but not on the social portion.
- 14.1.2 Such Members may play golf at Member rates only on weekdays and not on Saturdays, Sundays, and public holidays.
- 14.1.3 They must be Town Members of the Club.

15 NOTICES ON NOTICEBOARDS

No notice of any description shall be placed on the Club noticeboard or on the Club website (www.ptacc.co.za), except by order of the Committee, the relevant subcommittee, and/or the General Manager.

16 NO LIQUOR ON CLUB PROPERTY

No Member shall bring any liquor into the Club, except by agreement with the holder of the liquor licence, subject to the Liquor Act as amended from time to time.

17 BUSINESS OF ANNUAL GENERAL MEETINGS OF SECTIONS

The business of the Annual General Meeting of a Section shall be to receive the Captains of the different Sections' report for the past year, which shall cover at least the detailed income and expenditure account of all the funds of the Section.

18 MEMBERSHIP CARDS: PERSONAL AND NON-TRANSFERABLE

The Club Membership card shall be specifically personal to a specific Member and may not be used by anyone else. A Member who allows someone else, whether a family member or any other person to use his card or Membership number, shall be held to account in terms of the disciplinary procedure as stated in clause 18 of the Club's Constitution.

19 ANNUAL LOYALTY CHARGE

This is an amount that may be added to the annual subscription of a Member and will then appear on the Member's account as an amount due under the Member's annual subscription. The amount thereof may be agreed to at an Annual General Meeting of Members of the Club. The purpose of the loyalty charge is to promote usage of Club facilities and may be used only for the payment of food and beverage items on the premises.

Should the loyalty charge not be used by the end of a financial year (end February), the unused amount shall be forfeited to the Club.

20 HOUSING – ELIGIBILITY

20.1 Eligibility

To live in either a bungalow or in a house at the Club, the individual must be a staff member (employee) or a Member of the Club in good standing. The unit must be required as a primary residence. It is hereby accepted that a person's primary residence is the dwelling where he usually lives and that a person can have only one primary residence at any given time, although he may share the residence with other people.

20.2 Responsibility

Club management is responsible for the implementation and enforcement of all policies and procedures pertaining to the bungalows and the houses at the Club.

20.3 Procedure

20.3.1 Members wishing to reside in a bungalow or a house must direct a written application to the General Manager's office.

20.3.2 Club management shall upon receipt of the application verify the status of the Member to see whether or not he is a Member in good standing of the Club and shall confirm the date of receipt of the application.

20.3.3 Club management shall, when accommodation becomes available at the Club, offer a lease contract for the premises to a qualifying employee (staff member) or Member with due regard to the following:

20.3.3.1 If accommodation has been offered to a Club employee in terms of a letter of employment signed by the Club, the available premises shall be offered to that individual first.

20.3.3.2 Secondly, the accommodation shall be offered to the applicant (Member) whose application date as confirmed by Club management on the written application is first in time compared to all other applications.

20.3.4 Club Management shall provide the successful applicant with the Club's standard lease agreement, and the successful applicant must confirm acceptance of the lease within ten (10) working days. If the applicant fails to confirm acceptance, the accommodation shall be offered to another Member.

21 PCC DAM AND SHORE

21.1 Unauthorised use of the dam is strictly prohibited. Boating and swimming are also specifically prohibited.

21.2 Any person wishing to fish in the dam or use the shore of the dam must:

- 21.2.1 be a Member of the Club; or
- 21.2.2 if not a Member, be accompanied by a Member of the Club;
- 21.2.3 obtain a permit from the Club reception desk before any activity relating to the dam commences;
- 21.2.4 release any fish caught back into the dam;
- 21.2.5 do so only between the hours of 07:00 and 18:00, and on condition that:
 - 21.2.5.1 such person is responsible for any waste or rubbish caused; and
 - 21.2.5.2 no loud music may be played; and
 - 21.2.5.3 no camping or sleeping over in the dam area is allowed; and
 - 21.2.5.4 such person does so strictly in terms of the rules of the Club, and shall be deemed to be bound by the rules relating to injury to persons and damage to property.

21.3 Children

Children under the age of twelve (12) must at all times be accompanied by and be under the control of an adult Member of the Club. Such Member shall accept full responsibility for such child and shall indemnify and hold the Club blameless for any injury, loss, or death of the child as stipulated in the General By-Laws and Rules of the Club.

22 RECIPROCITY ARRANGEMENTS WITH OTHER CLUBS

Reciprocity arrangements with other clubs shall be handled on behalf of the Club by the Pretoria Club Section as provided in that Section's by-laws.

23 LIGHTNING SAFETY

23.1 The Committee urges all Members to realise that lightning can be life-threatening and to adhere strictly to the following rules:

- 23.1.1 Any person who is not indoors at the Club and any player of an outdoor game at the Club should discontinue play immediately when the siren (single blast) is sounded and take shelter.
- 23.1.2 Before play can restart, the siren shall be sounded (repeated short blasts).
- 23.1.3 Players are reminded that they do not have to wait for the siren to discontinue play if they believe there is a danger from lightning.
- 23.1.4 The only reasonably safe shelter that offers protection against lightning is

inside the Clubhouse and Pavilion.

23.2 Any person using the Club facilities shall do so at his own risk, and the Club shall accept no responsibility for injury or death from any cause whatsoever.

23.3 By paying the requisite fees players are deemed to assume the risk of possible exposure to adverse weather conditions and other potentially harmful situations associated with outdoor sporting or social activities.