



TENBERG BAY COUNTRY CLUB



CONSTITUTION

1. NAME

The name of the club shall be "PLETTENBERG BAY COUNTRY CLUB".

2. LEGAL STANDING

- (a) The Club is a legal entity capable of suing and being sued in its own name.
- (b) The Club is liable only for its own debts.
- (c) The Club shall not be liable to make good the loss by fire, theft or any other cause, of Members or other persons clothing, equipment or property whilst on the Club premises, and property may only be left on the Club premises subject to this condition.
- (d) It is a condition of admission to the Club premises that no person shall have any right of action against the Club for any damage or injury suffered by him or her through the default or neglect of the Club, its Members, its officers or its employees.
- (e) No Member shall have any right title or interest to any of the assets of the Club and shall only have the right to use and enjoy the assets subject to the Constitution and Rules and regulations properly imposed by the Committee or the Management of the Club.
- (f) The liability of the Members shall be limited to the amount of their unpaid entrance fee, subscriptions, loans and levies or other amounts owing by them to the Club.

3. OBJECTS OF THE CLUB

The objects of the Club shall be:-

- (a) To promote and foster recreational and social activities amongst its members and permit non-members to visit the premises leased to it by the Bitou Municipality or such other grounds or premises as may be acquired.
- (b) To acquire by purchase, lease or otherwise, movable or immovable property necessary for the carrying out of the objects set out in (a) above, and to dispose of such property when not required.

- (c) To assume liability towards the Bitou Municipality in respect of the lease of the Municipality's property to the Club and to adhere to the terms of the lease agreement.
- (d) To provide food, drinks, refreshments, tobacco, cigarettes, sporting requisites and all other articles normally required for use or consumption in a social or sporting club; either to do so through its employees, for its own financial benefit or to permit the same to be done by some third party for the personal benefit of that third party upon terms agreed upon by the Committee.
- (e) To apply for and hold a Club Liquor License and such other licenses as are required and to carry on business under these licenses.
- (f) To invest and/or borrow money and to secure the repayments thereof in such manner and upon such terms and conditions as may be expedient.
- (g) To foster the spirit of harmony and good fellowship among all Members.
- (h) Generally to carry out all the usual functions and objects of a Country Club and to do all such things as may be necessary therefor or incidental or conducive thereto.

4. FINANCIAL YEAR OF THE CLUB

The financial year of the Club shall commence on 1st July in each year and terminate on 30th June in the following year.

5. MANAGEMENT OF THE CLUB

- (a) The control of the Club and its affairs shall be vested in a Committee of ten (10) members consisting of:-
 - i. Five (5) members who shall be elected at Annual General Meetings, all of whom shall retire at the next Annual General Meeting but shall be eligible for re-election without nomination.
 - ii. Four (4) members, who shall be the captains of golf, ladies golf, tennis, and bowls who shall be elected by Members of the respective sections at their separate Annual General Meetings to be held prior to the Club's Annual General Meeting.
 - iii. One (1) member, who shall be the nominated representative of the Bitou Municipal Council in terms of Clause 26 of the Lease Agreement.
- (b) At the first meeting of the Committee after the Annual General Meeting, which shall be convened by the Manager, a Chairman, a Vice-Chairman, an Honorary Treasurer, and a finance committee comprising the

Honorary Treasurer and at least two members of the Committee shall be elected by ballot from among its members. For the purposes of this meeting the member receiving the majority of votes at election shall, in need, have a casting as well as a deliberative vote.

- (c) The Committee shall hold a minimum of ten regular meetings a year of which proper minutes shall be kept. Five (5) members shall constitute a quorum. Any member absenting himself from three consecutive monthly meetings without leave of absence shall be deemed to have vacated his or her seat. The Chairman shall preside at all meetings. In the absence of the Chairman the Vice Chairman shall preside at meetings and in the absence of both of them the meeting shall elect a Chairman. The Chairman of the meeting shall, in the case of an equality of votes, have a casting as well as a deliberative vote.
- (d) Special meetings of the Committee may be convened if so required by the Chairman, or on the written request of at least four members of the Committee.

6. ELECTION OF COMMITTEE

The election of the members of the Committee shall take place in the following manner:

- (a) Not less than forty-two (42) days prior to the Annual General Meeting a notice shall be placed on the Club notice board calling for nominations for the five members referred to in Clause 5 (a) (1). Only Members in good standing are eligible for nomination, and eligible to vote.
- (b) The nomination of a candidate, who has been a Member for a minimum of two years, shall be in the prescribed form signed by two Members in good standing and signed by the candidate. Duly completed nomination forms not handed to the Club Manager at least thirty (30) days prior to the Annual General Meeting and incomplete nomination forms will render such nominations invalid.
- (c) Retiring members of the committee including those members who were co-opted to fill a vacancy on the committee in terms of Clause 7(k) may offer themselves for re-election without nomination. A list of the retiring members who offer themselves for re-election and the list of the Members properly nominated for election shall be posted on the Club notice board not less than twenty-six (26) days before the Annual General Meeting.
- (d) In the event of there being more candidates for election than the vacancies on the Committee, election shall be by ballot at the Annual General Meeting.
- (e) If there are insufficient nominations to fill the vacancies on the Committee, then the newly elected Committee shall as soon as possible fill the vacancies.

- (f) The Chairman and Captains of Golf, Tennis and Bowls shall hold office in that capacity for not more than two consecutive years whereafter they shall not be eligible for election to that same office until the following Annual General Meeting.

7. POWERS OF THE COMMITTEE

The Committee shall, without prejudice to its responsibilities generally to control and direct the affairs of the Club, have the following special powers:-

- (a) To make, amend or repeal Rules, not at variance with the Constitution, for carrying out the objects of the club.
- (b) To fix, adjust or remove green fees, playing fees, court fees or any other fees payable by persons participating in sporting activities on the Club premises.
- (c) To collect, canvas for and accept subscriptions, entrance fees, levies, loans, playing fees, donations, gifts, bequests, endowments, and funds or benefits of any nature for the Club from any person or body and from any source whatever.
- (d) To invest the funds and assets of the Club in securities nominated by the Committee.
- (e) To acquire by purchase, lease, donation, bequest or any other mode of acquisition, both immovable and movable property. The acquisition of immovable property other than by donation or bequest shall be subject to the approval of Members present at a General Meeting.
- (f) To sell, donate, exchange, partition or dispose of by any means immovable or movable property, but the alienation or encumbrance of immovable property shall be subject to the approval of two thirds of Members present at a General Meeting.
- (g) To erect, construct, maintain, alter or demolish any building or other structure, with the approval when necessary of the Bitou Municipal Council.
- (h) To borrow or raise money in such manner as it may think fit, in particular by the issue of debentures or debenture stock provided that the total borrowings shall not at any time exceed an amount determined by Members from time to time at a General Meeting.
- (i) To appoint and delegate powers, including discretionary limits, to the Club Manager, Committees or Sub-Committees or special representatives when necessary.

- (j) To engage, suspend or dismiss employees of the Club and to fix their remuneration and conditions of employment, suspension and dismissal.
- (k) To fill any vacancy on the Committee occurring as a result of the death, resignation or removal of a Committee member, which appointment shall be valid only until the next Annual General Meeting.
- (l) To co-opt members, who shall have no voting rights, to assist in furthering the aims and objects of the Club, including any person whose special knowledge or ability is required for a particular task.
- (m) To design, adopt, register and issue badges and other insignia of membership of the Club, subject to the approval of Members present in General Meeting.
- (n) To insure against losses, damages, risks and liability of all kinds.
- (o) To prescribe from time to time the dress to be worn by Members, visitors and guests within the precincts of the Club House and sporting facilities.
- (p) To establish or subscribe to Pension, Insurance and Medical Aid Schemes for the benefit of and to grant pensions allowances, gratuities and bonuses to employees or ex employees of the Club or their dependents.
- (q) To prescribe the right of access to and the use of the Club's premises and sporting facilities from time to time.
- (r) To generally do all such acts as may be expedient or necessary to further the interests of the Club and the aims and objects for which it was formed.

8. CLUB MEMBERSHIP

- (a) Membership of the Club shall be open to and enjoyed by all persons who concur with its objects, wish to make use of its facilities and abide by its rules.
- (b) Membership may be awarded to an applicant by the Committee only and after the procedures prescribed in this constitution and/or regulated in terms of the Club's Rules, have been followed and payment of all required amounts has been made.

- (c) Membership shall entitle the holder thereof only to the use of the clubhouse, the parking facilities and the grounds, excluding the sporting facilities.
- (d) All applicants shall indicate on the prescribed form whether they wish to use any of the sporting facilities provided by the club and for which they will be obliged to pay additional subscriptions, namely:
 - 1. Golf and/or
 - 2. Tennis and/or
 - 3. Bowls.
- (e) Only applicants who have elected to use the Golf facilities and who have paid the full prescribed subscription shall be entitled to use, in addition thereto, the Tennis and the Bowls facilities without further payment.

9. ENTRANCE FEES, SUBSCRIPTIONS, LOANS AND LEVIES

- (a) The Entrance Fees, Loans and Levies shall be determined by Members from time to time at a General Meeting, details of which shall be posted on the Club notice board.
- (b) The Committee shall determine subscriptions from time to time, details of which shall be posted on the Club notice board. The subscriptions shall not be increased by more than ten percent (10%) per annum without the approval of the Members in General Meeting.
- (c) In addition to the subscriptions determined by it for membership to the Club, the Committee shall determine further subscriptions to be paid by each and every member for the use of the Club's various sporting facilities and which may be varied from person to person and from time to time by:-
 - 1. Restricting the privileges associated with the enjoyment of the relevant facilities; and/or
 - 2. Taking into account the age of such member; and/or
 - 3. Allowing spousal, family or dependents discounts; and/or
 - 4. Taking into account the distance from the Club that the member normally resides; and/or
 - 5. Rewarding such person for any benefit he or she may have bestowed upon or paid to the club.
- (d) No member shall be entitled to either a refund of, or a discount on, any subscription paid or payable in terms of paragraph (c) above and any decision to allow any refund or discount shall be entirely within the discretion of the Committee.

- (e) The Committee may, for accounting and administration purposes and in order to facilitate the differences in the subscriptions to be paid by members according to paragraph (c) above, divide the Club's members into various classes or categories.
- (f) The Committee may, in what, it in its sole discretion, considers exceptional or special circumstances applicable to a Member or a prospective member, waive, defer for such period determined by it, reduce, or suspend the payment of any entrance fee, subscription, loan or levy.

10. APPLICATION FOR MEMBERSHIP

- (a) An application for membership of the Club shall be in the prescribed form signed by the Applicant and two Members in good standing who have been Members for not less than two years, as Proposer and Secunder, and to whom the applicant is known. The application shall also name two additional Members as referees. The Application shall be handed to the Manager. The first subscription together with the entrance fee shall be payable within ten (10) days of election to membership.
- (b) The names of applicants together with their proposers and seconders, shall be entered by the Manager on a list to be posted on the Club notice-board for at least two weeks, prior to being submitted for consideration at the next meeting of the Committee.
- (c) Election to membership shall be subject to the approval of members present at the Committee Meeting. In the event of exclusion from membership the Committee shall not disclose the reason.
- (d) The first annual subscription as provided for in Clause 10, shall be calculated on the basis of the unexpired number of months remaining before the end of the current financial year. Thereafter annual subscriptions shall be due and payable in advance on 1st July in each year.
- (e) An Applicant whose application for membership has been rejected by the Committee shall not again be proposed for membership of any class nor be entitled to Temporary membership, nor be entitled to be introduced as a guest for a period of twelve (12) months from the date of such rejection.

11. NON-PAYMENT OF ENTRANCE FEES, SUBSCRIPTIONS, LOANS OR LEVIES

- (a) Interest will be charged at a rate of four percent above prime bank rate as charged by the Club's Bank on all outstanding subscriptions, loans or levies not received by the Club within two (2) calendar months of the due date. Interest will be calculated on all outstanding amounts as from the due date to date of payment.

- (b) A Member who has not paid his or her entrance fee, subscriptions, loan or levy within three (3) months of it becoming due shall, ipso facto, cease to be a Member and shall be notified to that effect by registered letter. A notice shall be posted on the Club notice board giving the names of persons who have ceased to be Members in terms of this Clause.
- (c) The Committee shall however have the discretion to reinstate such Member on payment of the arrears plus interest, and entrance fee but in its entire discretion may waive payment of such new entrance fee.

12. RESIGNATIONS

- (a) Should a Member wish to relinquish his or her membership at the end of any financial year, he or she shall notify the Manager thereof in writing before 30th June of that year, failing which his or her membership shall continue and he or she shall be liable to pay the full subscription for the new year. The Committee shall have the right to waive the whole or portion of the subscription.
- (b) A Member who has resigned may within a period of five years thereafter be re-admitted upon application as provided for in Clause 11, and upon payment of the appropriate entrance fee and subscription. The entrance fee payable shall be the difference between the entrance fee on date of resignation and the entrance fee on readmission.

13. SUSPENSION AND EXPULSION OF MEMBERS

- (a) Whenever in the opinion of the Committee the conduct of a Member in or out of the Club has been unacceptable, improper or in the opinion of the committee has the effect of injuring or damaging the good name of the Club, the Committee may:
 - i. reprimand the Member, and/or
 - ii. suspend the Member, and/or
 - iii. request the Member to resign and failing such resignation expel the Member, and/or
 - iv. expel the Member, and/or
 - v. declare the Member ineligible for re-election.
- (b) It shall not be incumbent upon the Committee to state reasons for its decision and no Member shall have any cause of action against the Club, the Committee or any Member arising from such decision.

14. FINANCE

- (a) Proper books of Account shall be kept under the direction of the Finance Committee. An auditor shall be appointed at the Annual General Meeting of the Club who shall audit the Annual Financial Statements.
- (b) The Committee shall operate accounts at any registered financial institution as may be deemed fit and shall ensure that all monies received by the Club are deposited therein and that no withdrawals are effected, except upon the signatures of not less than two authorised signatories, other than routine expenditure authorised by the manager in accordance with the parameters set by the Committee.
- (c) No expenditure other than routine expenditure on stocks, household requirements, essential services, minor repairs, routine maintenance and wages and salaries in accordance with parameters set by the Committee shall be incurred without the prior approval of the Committee, or in the case of an emergency, without the prior reference to the Treasurer and/or Chairman, who shall report such expenditure to the Committee as soon as practical.
- (d) All expenses of a capital nature or in the case of major repairs to plant, equipment or buildings shall be subject to the prior approval of the Committee.

15. ANNUAL GENERAL MEETING

- (a) The Annual General Meeting of the Club shall be held not later than 31st October each year at such time, date and place as the Committee may decide.
- (b) Notice of any resolution to be proposed at an Annual General Meeting shall be submitted in writing to the Manager not less than thirty (30) days prior to the date of the Annual General Meeting.
- (c) Not less than twenty-one (21) days notice of an Annual General Meeting shall be given to Members in writing specifying the business to be transacted.
- (d) The Notice of the Annual General Meeting shall be accompanied by:-
 - i. The Agenda for the Meeting.
 - ii. A copy of the Audited Financial Statements for the preceding year.
 - iii. A copy of the Chairman's report for the preceding year.
 - iv. A copy of any proposed resolution to be considered.

- v. A copy of the nomination of candidates to the Committee to be considered in terms of clause 6 (d).
- (e) The Notice of the Annual General Meeting together with the Agenda, a copy of the Audited Financial Statements, a copy of the Chairman's report, a copy of any proposed resolution and a copy of the nomination for candidates to the Committee in terms of clause 6, shall be posted simultaneously on the Club notice board.
- (f) The business to be transacted at the Annual General Meeting shall be:-
 - i. To receive Apologies.
 - ii. Obituaries.
 - iii. To confirm the minutes of the previous Annual General Meeting and any Special General Meetings.
 - iv. To consider and approve the Annual Financial Statements.
 - v. To receive the Chairman's report.
 - vi. To elect a Committee for the ensuing year in terms of Clause 6 of these Rules.
 - vii. To appoint an Auditor for the ensuing year.
 - viii. To consider any resolution of which due notice has been given.
 - ix. General.

16. SPECIAL GENERAL MEETINGS

A Special General Meeting shall be held if:-

- (a) Convened by the Committee whenever it considers it necessary to do so,
Or
- (b) Convened by the Committee at the written request of not less than ten (10) Members.
- (c) Not less than twenty-one days notice of a Special General Meeting shall be given to Members in writing specifying the business to be transacted and shall simultaneously be posted on the Club notice board.
- (d) The Notice in respect of a Special General Meeting shall state the purpose of the meeting and be accompanied by a copy of the proposed resolution to be considered.

- (e) No business, which in the opinion of the Committee is substantially the same as that already considered at a Special General Meeting convened in terms of 17 (b) may again be proposed within twelve months of the meeting at which such business was considered.

17. PROCEDURES AT GENERAL MEETINGS

- (a)
 - i. Forty (40) Members shall constitute a quorum at a General Meeting. In the absence of a quorum within thirty (30) minutes of the time fixed for a General Meeting, it shall stand adjourned to the same day and time in the following week. At such adjourned meeting the Members present shall be deemed to be a quorum for the transaction of the business of the General Meeting.
 - ii. If a quorum for a meeting, convened at the request of Members in terms of Clause 17 (b), is not present then such meeting will be cancelled.
 - iii. The Chairman shall make facilities available for Members to attend a General Meeting remotely by any approved digital platform and any Member who makes use of such facility shall be regarded as being in attendance at such General Meeting.
- (b) Save where otherwise provided in this Constitution, the decision of the majority of votes at any General Meeting on any resolution shall be binding. In the case of an equality of votes the Chairman shall have a casting as well as a deliberative vote. Any resolution passed may not be rescinded within six months unless a two-thirds majority of Members present at a subsequent General Meeting shall so resolve. Voting at a General Meeting shall be by a show of hands unless a ballot is demanded by not less than ten (10) Members.
- (c) The Chairman shall be responsible to ensure order and that proper minutes be kept of the proceedings of the meeting.
- (d) No other business shall be transacted save with the consent of not less than two-thirds of the Members present.
- (e) A notice delivered by e-mail, facsimile or posted by prepaid post to a Member and posted on the Club notice board shall be deemed to have been given on the date of posting of the notice on the Club's notice board. The failure of any Member to receive notice of the Meeting shall not invalidate the notice of the meeting.
- (f) Only members of good standing who are over the age of 18 years and whose membership is not of a temporary nature shall be entitled to vote at any General Meeting.

- (g) A member shall also be entitled to vote on behalf of any other member provided that he has been authorised thereto in writing and the Club's original form of proxy signed by the member giving such authority has been handed to the Chairman before the Meeting and is limited to any Resolution of which due notice has been given.

18. VISITORS / GUESTS

- (a) Visitors who become Temporary Members are welcome to participate in the sporting activities of the Club on payment of the fees laid down and in doing so may utilize the Club house facilities.
- (b) Save with the permission of the Chairman or Vice-Chairman, a Member shall not introduce more than six guests at any one time.
- (c) The name and address of each guest must be entered in the Visitor's Book together with the signature of the introducing Member immediately on entering the Lounge/Bar area of the Clubhouse. A guest may only be introduced to the Club once in any calendar month by any Member.
- (d) Only Members are permitted to pay for liquor consumed on the premises.
- (e) The Committee may in its sole discretion determine how often a Temporary or Reciprocity Member may make use of any of the Club's sporting or other facilities.

19. PAYMENT OF EXPENSES

Members are required to pay all expenses they incur on the Club premises before they leave the Club premises.

20. REGISTER OF MEMBERS

Members shall keep the Manager advised of any changes in their postal, e-mail, and facsimile addresses, to which any notices may be sent in the ordinary course of delivery. The address of each member shall be inserted in the Register of Members, which shall be properly kept by the Manager.

21. INDEMNIFICATION

- (a) The Chairman and members of the Committee are indemnified and held harmless against any action taken by them in the proper execution of their duties. This indemnity shall not extend to any actions which are proved to have been taken in breach of good faith.

- (b) The Members of the Club shall not be liable for any of the liabilities of the Club and are indemnified by the Club against any claims which may be brought against them arising from the liabilities of the Club. The liability of the Members shall be limited to the payment of any indebtedness due by them to the Club.

22. NOTICES

- (a) All official Club notices shall be deemed to have been effectively brought to the notice of Members by the display thereof upon the Club notice board, delivered by e-mail, facsimile, or mailed to the last address recorded in the Register of Members.
- (b) No notices, advertisements or other material shall be displayed on the Club notice board or elsewhere on the Club premises without the prior sanction of the Chairman.
- (c) Failure to send a notice to a Member or the non receipt of a notice by a Member shall not invalidate the issue of such notice.
- (d) Any requirement in this Constitution for a notice to be given, including the posting of a notice on the Club Notice Board, shall have been met if it has been given:
 - (i) By a Member electronically and receipt acknowledged; and/or
 - (ii) By the Club either electronically or by posting on the Club's website.

23. COMPLAINTS

All complaints shall be made to the Manager who, if unable to deal with them forthwith, shall require them to be made in writing for submission to the Committee, whose decision thereon shall be final. Under no circumstances shall an employee be reprimanded directly by a Member, visitor or guest.

24. DISSOLUTION

If, upon the winding up or dissolution of the Club there remain, after the satisfaction of all its debts and liabilities, any assets whatsoever, the same shall not be paid out or distributed among the Members, but shall be given or transferred to some other Club having similar objects to those of the Club, as may be decided at a Special General Meeting called for that purpose.

25. INTERPRETATION OF THE CONSTITUTION

Should any doubt arise as to the interpretation of the Constitution or any Rules, the interpretation placed thereon by the committee shall be final and binding upon all Members.

26. ALTERATION TO THE CONSTITUTION

No alteration shall be made to the Constitution except by Resolution at an Annual General Meeting or a Special General Meeting called for the purpose, provided that the passing of such a Resolution shall require the approval of at least two-thirds of the Members present.

oooOOOooo