

# **Port Elizabeth Golf Club**



## **CONSTITUTION**

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## 1. NAME

The name of the Club shall be: "The Port Elizabeth Golf Club", here after referred to as the Club.

## 2. EMBLEM, FLAG and COLOURS

- 2.1. The emblem of the Club shall be the letters P,E,G and C so arranged, crossed by a golf Club at an angle of 50° with the horizontal plane, from bottom left (head) to top right (grip) and as shown in Annexure A and with reference to the identified colour pallet.
- 2.2. The emblem shall be displayed on all Club ties, badges, honours boards, documents or presentations made by the Club.
- 2.3. The insignia shall be registered and may only be worn by Members in good standing.
- 2.4. The flag shall comprise of the emblem of the Club, as described in 2.1 in colour on a white background, or in monochrome with a plain white emblem on a blue background, as laid out in Annexure B.
- 2.5. The Club colours shall be blue and white as per colour pallet in Annexure A.
- 2.6. The flag and emblem of Club adopted in relation to its activities at the Golf Club site, and externally, shall be approved by the Members at a General Meeting.

## 3. DEFINITIONS and INTERPRETATION

- 3.1. In this Constitution and the Regulations, unless the context should otherwise indicate, the male gender shall include the female and vice versa.
- 3.2. "**Club**" – shall mean the Port Elizabeth Golf Club;
- 3.3. "**Members**" – shall mean the Members of the Club from time to time;
- 3.4. "**Ordinary Member**" – shall mean, in each instance, a member who falls within the categories that have the right to vote at a meeting of the members.
- 3.5. "**Limited member**" – shall mean a member of a category of membership who does not have the right to vote at a general meeting of the members.
- 3.6. "**Office Bearers**" shall mean those members who are elected as such in accordance with clause 17.
- 3.7. "**Notice Board**" shall mean the official notice board in the main Club house entrance passage.
- 3.8. "**General Meeting**" shall mean an annual or special general meeting of the Club members.
- 3.9. A "**Ballot**" shall mean a secret vote taken by means of placing a mark next to the preferred alternative being voted upon.

- 3.10. "**Simple Vote**" shall mean, in respect of election of office bearers, the candidate with the most votes shall be elected to office.
- 3.11. A "**Majority Vote**" shall mean more than half of the votes cast by members entitled to vote. Abstentions or blanks are excluded in calculating a majority vote. Also, the totals do not include votes cast by someone not entitled to vote or improper multiple votes by a single member.
- 3.12. A "**Two-thirds Majority Vote**" shall mean two-thirds or more of the votes cast by members entitled to vote. This voting basis is equivalent to the number of votes in favour being at least twice the number of votes against. Abstentions and absences are excluded in calculating a two-thirds vote.
- 3.13. "**Subscription**" – shall mean any reoccurring fees payable annually, monthly, or otherwise, for membership of the Port Elizabeth Golf Club, and may comprise of inclusive green fees, but excludes entrance fees, golf affiliation fees, handicap fees and locker rental fees.

#### **4. LEGAL ENTITY, BUSINESS and OBJECTS**

- 4.1. The Club is an association established as a voluntary association of persons whose founding document is a constitution adopted by its Members.
- 4.2. In order to qualify for approval as a recreational Club for income tax purposes, the Club may not be owned by any single person or group of persons for their personal financial benefit. The property and assets must vest in the Club. No profits or gains may be distributed to any Member and on dissolution the assets must go to tax-exempt entities.
- 4.3. In this Constitution and in the Rules and Regulations, where any form of written communication by the Club to a Member is required, either specified or inferred, an e-mail sent to the address registered with the Club is deemed to be sufficient. In the case where an e-mail address has not been registered with the Club, a registered letter to the postal or physical address registered with the Club will also be sufficient. However, where a Member has chosen to resign, all communications must be in written form and have that Member's original signature on them.
- 4.4. The Club will be affiliated to the Eastern Province Golf Union and Golf RSA, and as such align the Club to the Constitutions of, and to work in harmony with, such associations to obtain, for all Members, the advantages and benefits of such a relationship.
- 4.5. The objects of the Club are:
  - 4.5.1. To promote and foster the game of golf.
  - 4.5.2. To promote social interaction amongst its Members.
  - 4.5.3. To provide facilities for the sport of golf.
  - 4.5.4. To acquire movable and immovable property and to sell, let or otherwise deal with the same.

- 4.5.5. To invest and/or borrow money and to secure the repayment thereof in such manner and upon such terms and conditions as may be expedient.
- 4.5.6. To apply for and hold a Club Liquor Licence and Restaurant Licence and to carry on business under such licences.
- 4.5.7. Generally, to carry out the usual functions and objects of a Social and Amateur Sports Club and to do all such things as may be necessary therefore or incidental or conducive thereto.

## **5. MEMBERSHIP**

- 5.1. The Club shall consist of not less than thirty-five and not more than such number of Members as can in the opinion of the Executive Committee be conveniently accommodated.
- 5.2. The Club will promote diversity and no member will be discriminated against, directly or indirectly, through policy or practice, on one or more grounds, including race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language and birth.

## **6. ELECTION OF MEMBERS**

- 6.1. Every candidate for membership, with the exception of juniors, shall be proposed by one and seconded by another member to both of whom the candidate must be personally known, provided that no member of less than three years standing shall be entitled to propose and no member of less than one-year standing shall be entitled to second any person for membership.
- 6.2. Application of membership shall contain the full name, address and occupation of the candidate and such further details as the Committee may require, such as contact information.
- 6.3. The Club Manager shall notify each elected member of his/her election and shall forward to him/her a copy of the Constitution of the Club and such members entrance fee and subscription shall thereupon become payable immediately.

## **7. MEMBERSHIP CLASSIFICATION**

Members shall be classified as follows:

### **7.1. Ordinary members**

These members shall have voting rights at General meetings.

#### **7.1.1. Inclusive Member**

Shall be one entitled to all the privileges of the Club, enjoy unlimited golf and in addition shall have the option of purchasing a golf playing card.

**7.1.2. Play-as-you-go Member**

Shall be one who wishes to make use of the golf, and Club House, facilities of the Port Elizabeth Golf Club but does not require, or is not desirous of unlimited golf. This membership offers a flat fee with option to "pay as you go" for golf.

This member may become an Ordinary Member on paying the additional pro rata subscription for that year and entrance fee then payable, if any.

**7.1.3. Corporate Member**

Shall be one entitled to all the privileges of the Club, enjoy unlimited golf and in addition shall have the option of purchasing a golf playing card. A corporate shall nominate an individual(s) for this membership and may, before 31 December, change this nominated individual(s) for the following year, if so desired.

**7.1.4. Honorary Member**

Shall be a person who is a distinguished visitor or holds a public office or has conferred some special benefit on the Club, any congress, conference or other public representative or sporting body and has by resolution of the Committee been admitted to the privilege of the Club as an Honorary Member for such time as the Committee may determine. Honorary Members shall not pay a subscription but shall pay green fees applicable to members as decided by the Club Committee from time to time. Alternatively, this membership category may opt to pay a subscription equal to two-thirds of the Inclusive Member subscription and enjoy unlimited golf.

Notwithstanding anything to the contrary in these Rules contained, no person residing within 50 kilometres of the Club House shall be eligible as an Honorary Temporary member of the Club save where:

7.1.4.1. Such eligibility is in terms of the Rules of the Club granted by reason of such person holding some public office or being a bona fide candidate for membership or having conferred some special benefit upon the Club.

7.1.4.2. By resolution of the Committee, such person is allowed the privilege of membership while engaged in any match or competition.

An Honorary Member shall in the case of Public Servants, retain his honorary membership only for the period he holds public office in the Nelson Mandela Metropolitan Municipality.

**7.1.5. Honorary Life Member**

Shall be a member of the Club recommended by the Committee for Honorary Life membership and sanctioned at a General Meeting of the Club by a two thirds majority, of those present and voting. Such person shall be entitled to all the privileges of membership, shall not pay a subscription but shall pay green fees applicable to members as decided by the Club Committee from time to time. Alternatively, this membership category may opt to pay a subscription equal to two-thirds of the Inclusive Member subscription and enjoy unlimited golf. There shall not be more than twelve (12) Honorary Life Members at any one time (6 Men and 6 Ladies).

**7.1.6. Life Member (2000)**

Shall be a member of the Club accepted by the Committee for life membership as a "Life Member (2000)". All Life Members shall be entitled to all the privileges of membership, shall pay a subscription equal to two-thirds of the Inclusive Member subscription and enjoy unlimited golf. Alternatively, this membership category may opt to pay no subscription and pay green fees applicable to members, as decided by the Club Committee from time to time." Also, that there shall be no more than twenty-five (25) Life Members (2000) initially, and there shall be no replacements.

**7.1.7. Special Member (2005)**

Shall be a member of the Club accepted by the committee as a Special Member (2005). In the case of an individual, such person shall be entitled to membership of the Club for the duration of such person's life. In the case of a corporate they shall nominate an individual as their "Special Member (2005)". The corporate shall also be entitled, through and with the consent of the committee, to substitute their nominated member before 31 December of any year on the clear understanding that any member substitution will cause their "Special Member (2005)" membership to expire 31st December 2030. The nominated and accepted member of the "Special Member (2005)" shall be entitled to all the privileges of membership, shall pay a subscription equal to two-thirds of the Inclusive Member subscription and enjoy unlimited golf. Alternatively, this membership category may opt to pay no subscription and pay green fees applicable to members, as decided by the Club Committee from time to time." Also, that there shall be no more than eighteen (18) Special Members (2005) initially, and there shall be no replacements.

**7.2. Limited Members**

These members shall not have voting rights at General Meetings.

7.1.1. **Country Member**

Shall be one who is an affiliated member of another South African golf club and wishes to make use of the golf, and Club House, facilities of the Port Elizabeth Golf Club.

This member may become an Ordinary Member on paying the additional *pro rata* subscription for that year and entrance fee then payable, if any.

7.2.1. **Absentee Member**

Shall be one who is absent from the Republic of South Africa for not less than one year.

7.2.2. **Junior Member**

Shall be one of school going age, but not over 18 years old. Such person may be allowed to take part in Club competitions on such terms and conditions as may be determined by the Club Committee. Upon reaching the age of nineteen (19) years such person shall automatically become an Inclusive, Play-as-you-go, or a Student Member, as the case may be.

7.2.3. **Student Member**

Shall be one who is of under the age of 25 and is registered as a student of a recognised South African tertiary institution. Upon reaching the age of twenty-six (26) years such person shall automatically become an Inclusive, or Play-as-you-go, as the case may be.

7.2.4. **Social Member**

Shall be one who is entitled to all the privileges of the Club House, but who shall not be entitled to play on the course except with the permission of the Club Manager, or his designate, and on payment of a visitor's green fee, or to vote at any meetings of the Club unless the provision as contained clause 32.1 applies, and shall not be issued with a golf playing card.

This member may become an Ordinary Member on paying the additional *pro rata* subscription for that year and entrance fee then payable, if any.

7.2.5. **Development PDI Member**

This membership type is for previously disadvantaged individuals who have been identified by the Club Committee and have FULL playing rights.

7.2.6. **PEGC Trails Member**

This membership is open for any cyclists associated with PEGC Trails, or by whatever name they are known in the future. This membership category is entitled to all the privileges of the Club



House, but who shall not be entitled to play on the course except with the permission of the Club Manager, or his designate, and on payment of a visitor's green fee, or to vote at any meetings of the Club.

**7.2.7. Staff Member**

Staff employed by the Club directly or indirectly, will be entitled to free membership and playing privileges during their employment but will be required to pay the necessary Affiliation Fees. Upon resignation, this membership will be cancelled with immediate effect.

Staff members will have no voting rights, or any voice, at a General Meeting.

## **8. ENTRANCE FEES AND SUBSCRIPTIONS**

- 8.1. The annual subscription shall be decided by the Committee and shall become due on the first day of January in each year, on which date the financial year shall commence.
  - 8.1.1. Candidates applying for membership may be called upon to lodge their Entrance Fees or such portion thereof as hereinafter set forth, together with their application form. In the event of such application being unsuccessful the amount lodged will be refunded. Successful candidates may elect to pay their subscriptions half-yearly or quarterly in advance and entrance fees within the financial year in which the payment falls due, subject to payment of interest in such amount as the Committee may decide from time to time.
  - 8.1.2. Members in the second and succeeding years of membership may make alternate payment arrangements with the Club whereby a monthly debit order can be signed.
  - 8.1.3. Members joining the Club will be charged the appropriate pro-rata fee for the remaining months of the year. The affiliation and handicap fees will be paid in full regardless of the time of joining.
  - 8.1.4. The Entrance Fee paid by a Member in any of the age groups under 35-years, shall only absolve each person from paying the entrance fee prescribed for a higher age group and for Ordinary Membership if his/her membership has remained unbroken from the time of joining.
- 8.2. No Entrance Fee, subscription or rounds package payment, or any portion thereof shall under any circumstances be refunded to any Member, or in the case of unused rounds, carried over into the following year.
- 8.3. ....*repealed.*

- 8.4. An Ordinary Member may apply to become a Country Member on giving written Notice to the Club Manager who shall cause the application to come before the Committee for decision.
- 8.5. The membership of any Member whose subscription or any part thereof is unpaid after thirty days of it becoming due may in the discretion of the Committee be cancelled and interest will be charged on all outstanding accounts after 1st January, or as the case may be. The registration of a member will only be initiated upon due payment of that member's annual subscription up front, or by way of instalments approved in writing by the Club Manager.
- 8.6. All legal costs incurred by the Club in recovering arrears subscriptions from any Member or former member shall be recoverable from any such member or former member.
- 8.7. Payment of such person's annual subscription shall be irrefutable acknowledgement on the part of any existing or prospective Member that such person is bound by the Constitution and Regulations of the Club.
- 8.8. The Committee shall be empowered at its discretion in what it considers exceptional circumstances to waive partly, or entirely, the annual subscription of any Member for such period and on such conditions as it may determine.

## **9. REGISTER OF MEMBERS**

A full and complete Register of Members shall at all times be kept on the Club premises.

## **10. COMMUNICATION**

- 10.1. Every Member shall keep the Club Manager advised of any change of his/her postal and/or e-mail addresses.
- 10.2. The address of each Member shall be inserted in the Register of Members.
- 10.3. All notices shall be sent by post, e-mail or telefax to the last known postal or e-mail or telefax address of any Member.
- 10.4. For the purposes of the Constitution of the Club:
  - 10.4.1. Any document sent by registered mail shall be deemed to have been received within 7 (seven) working days of same having been posted.
  - 10.4.2. Any document proven to have been faxed successfully to the last known telefax address shall be deemed to have been received at the address of that fax line within 1 (one) working day of same having been faxed.
  - 10.4.3. Any document proven to have been sent successfully by electronic mail to an electronic mail address shall be deemed to have been

received by the owner of that electronic mail address within 1 (one) working day of same having been successfully sent.

## **11. RESIGNATION**

Members failing to give written notice to the Club Manager prior to the 31<sup>st</sup> December in any year of their intention to resign, shall remain liable for the subscription for the ensuing year, provided that in special circumstances the Committee may waive payment of such subscription.

## **12. CODE OF CONDUCT**

- 12.1. Should any Member in the opinion of the Committee –
  - 12.1.1. Be guilty of improper, dishonest or unsportsmanlike behaviour or of conduct unbecoming or prejudicial to the interests and reputation of the Club, whether on the Club's premises or elsewhere, or commit any wilful breach of the Constitution, Rules or Regulations of the Club, or
  - 12.1.2. Bring into the Club premises any person whose presence may be prejudicial to the Club, or objectionable to the Members, or
  - 12.1.3. Wilfully or negligently damage any property of the Club;
  - 12.1.4. the committee shall have the power to sanction the member as laid out in 12.2 below.
- 12.2. The Committee shall have the power –
  - 12.2.1. to reprimand such Member, or
  - 12.2.2. to expel such Member, or
  - 12.2.3. to deprive such Member of any or all the rights of membership for so long as it may think fit; or
  - 12.2.4. to require such person, in writing, through the Club Manager, to resign, and failing compliance within seven days to expel such Member, or
  - 12.2.5. to assess against such Member the amount of any damage done by such Member, or his guest;
  - 12.2.6. to recover from such Member the amount of such damage.
- 12.3. Before exercising any powers under this clause, the Committee shall give written notice to the Member concerned of any charge or allegation against him and shall give him an opportunity of being heard personally in reply thereto but shall not be bound to follow any form of judicial or semi-judicial procedure or rules of evidence in enquiring into and coming to a conclusion upon such charge.

### **13. EXPULSION**

- 13.1. For the purpose of considering the expulsion of a Member, a quorum of two thirds of the Committee shall be present. At least three-quarters of the votes of those present at such meeting must be in favour of the decision.
- 13.2. It shall not be incumbent upon the Committee to state its reasons for such expulsion, and no Member shall have cause for action for alleged wrongful expulsion.
- 13.3. No Member who has been expelled shall be eligible for re-election for five years thereafter.

### **14. REJOINING**

Members who resign for any reason whatever shall be eligible to re-join at any time. Election shall be in the manner provided for in clause 6 on payment of the entrance fee and annual subscription. Waiver of the entrance fee will be at the discretion of the Committee.

### **15. MANAGEMENT COMMITTEE**

- 15.1. The affairs of the Club shall be conducted by an Executive Committee consisting of the Office Bearers, with the Club Manager in attendance at meetings. Four Members of the Committee shall form a quorum.
- 15.2. Decision-making should be by consensus, but where this cannot be reached, a majority vote shall be used to carry the decision and the members constituting the quorum shall have a vote.
- 15.3. The Committee shall meet at least once in every quarter and in addition, a committee meeting may be convened at any time by the President or by any three members of the Committee. Proper Minutes shall be kept of the proceedings of all Committee meetings by the Club Manager or a committee member should the Manager not be present.
- 15.4. If, during the period of the Committee's appointment, two or more members of the Committee resign from serving on the Committee, the Committee shall arrange a Special General Meeting of the Club to enable the members to nominate and appoint suitable replacement(s) to the Committee.
- 15.5. The Committee shall be, where possible, representative of the membership demographics.

### **16. OFFICE BEARERS**

- 16.1. The Office Bearers of the Club shall consist of four Directors, who shall comprise the President, Vice-President, Treasurer and one other, plus, four Elected Officers, who shall comprise the Men's and Lady's Club Captains and Vice-Captains.

- 16.2. The Elected Officers' term of office shall not exceed a year at a time, where after, they shall retire and be eligible for re-election from year to year in any position. A Director's term of office shall not exceed two years at a time, where after the Director shall retire and be eligible for re-election in any position.
- 16.3. They shall be proposed and seconded after having been nominated as provided for in these rules.
- 16.4. In the absence of nomination for any office at the Annual General Meeting the retiring Office Bearer(s) shall be deemed to have been re-elected for the ensuing year.
- 16.5. The Immediate Past President may remain on the Executive Committee as an Ex Officio member with full voting rights.

## **17. ELECTION OF OFFICE BEARERS AND COMMITTEE**

The election of the Office Bearers shall take place in the following manner:

- 17.1. Not less than twenty-one days prior to the Annual General Meeting a notice shall be placed on the Club notice board calling for nominations.
- 17.2. Any two Ordinary Members, or Social Members who transferred from an Ordinary membership category, of the Club, of at least twenty-four months standing shall be entitled to nominate an Ordinary member, to be an office bearer or to serve on the Committee. The name of every member so nominated together with a signed acceptance of nomination by the candidate shall be delivered at least fourteen days before the date of the Annual General Meeting to the Club Manager who shall immediately post such names, and those of the proposer and seconder, on the Club Notice board. The nomination list shall be closed fourteen days before the Annual General Meeting.
- 17.3. In the event of there being too many candidates for any office, a simple vote to fill such office shall be by ballot at the Annual General Meeting, and each Ordinary Member there present, shall be entitled to vote for one candidate for each Office.
- 17.4. The candidate with the most votes shall be elected to that office.
- 17.5. In the event of an equality of votes, the candidates elected shall draw lots for selection.

## **18. CASUAL VACANCIES**

The Committee shall have power to remove from its number any Member who has failed to attend three consecutive ordinary committee meetings without leave of absence and shall have power to fill any vacancy which may occur in the Committee or any office. Any Member appointed to the Committee or any office in terms of this rule shall be deemed to have been elected at any General Meeting.

## **19. CHAIRMAN OF COMMITTEE**

The President, and failing him, the Vice-President, and failing him, a Member elected, shall be Chairman of the Committee. The Chairman shall have a casting vote in addition to his vote as a Member of the Committee.

## **20. POWERS OF THE COMMITTEE**

The Committee shall without prejudice to the generality of its powers, and through the Club Manager, manage and control all the affairs of the Club, and have the following special powers:

- 20.1. Make, vary and repeal regulations for the carrying out of the provisions of these Rules for the management and the uses of the premises of the Club, the opening and closing hours of the Club premises subject to the provisions of the Liquor Act 59 of 2003, or any amendments thereof, the payment of green fees by Members and visitors.
- 20.2. Ensure the maintenance of the Course and the conditions of play thereon and to close the Course when deemed necessary without notice.
- 20.3. However, save for the construction of alternate tees which do not materially change the golf hole, that no alterations to the Course layout are made without the sanction thereto of a General Meeting or Special General Meeting of Members.
- 20.4. Appoint a Club Manager and provide support and oversight to the running of the Club. The Committee will also provide strategic direction and monitor the performance of the Club Manager, who in turn shall engage, control, suspend or dismiss any employees of the Club, and to fix their remuneration and authorize the payment thereof from the Club funds and determine the duties of such employees. The position of Club Manager will enjoy the same protection as any employment contract in terms of the Labour Relations legislation of the day and shall not be seen as a position that changes when the members of the Committee change.
- 20.5. Appoint Sub-Committees and delegates with such power to act on behalf of the Committee of the Club. Sub-Committees shall meet when necessary and no resolution of any Sub-Committee involving additional expenditure shall be acted upon until confirmed by the Committee. The President shall be ex-officio member of all Sub-Committees.
- 20.6. Pay any Member or other person an honorarium or gratuity in return for services rendered to the Club.
- 20.7. Maintain and repair the buildings, furniture and equipment of the Club and make such renewals from time to time as may be deemed necessary.
- 20.8. Extend the facilities of the Clubhouse and Course to any person or body of persons on such terms and for such period as may be considered proper.

- 20.9. Appoint officials to sign all legal documents on behalf of the Club and to institute or defend legal proceedings against or by the Club.
- 20.10. Open and operate a Bank Account and in their discretion from time to time overdraw the same, provided however that should the aggregated amounts of such accounts exceed the sum of R1,000,000 (One Million Rand), the sanction of a General Meeting or Special General Meeting of Members shall be obtained.
- 20.11. Enter into contracts by and on behalf of the Club for the erection of buildings suitable for the Club's requirements and/or for any other purpose, provided however that should the amount of such contract exceed the sum of R100 000.00, the sanction thereto of a General Meeting or special General Meeting of Members shall be obtained.
- 20.12. Do all such other things consistent with the proper conduct of the affairs of the Club, except such as are expressly required by these rules to be done at, and with the sanction of a General Meeting of Members.
- 20.13. The Committee shall with the sanction of a General Meeting of Members have the following further powers:
  - 20.13.1. To purchase and/or otherwise acquire landed property and also to sell, let and/or otherwise deal with such landed property.
  - 20.13.2. To borrow money for the purchase of landed or other property and/or for any other purpose and to hypothecate the landed and/or other property of the Club
- 20.14. Upon giving fourteen days' notice to that effect by NOTICE posted on the Notice Board, to close any or all classes of membership for such period as it shall determine.

## **21. PROTECTION OF THE COMMITTEE**

All acts done by the Committee or the Members thereof in *bona fide* execution of their duty shall be deemed to have been done by the Club, as a whole and the Members of the Committee shall be liable for such act only to an equal extent with other Members of the Club.

## **22. CLUB PROPERTY**

The property of the Club shall be vested in two Trustees, elected by the Committee and either Trustee shall have power to institute any action at Law in the name of the Club when authorized to do so by the Committee.

No Member shall take away, or permit to be taken away, from the Club House or course, under any pretext whatsoever, or shall injure or destroy any article which is the property of the Club.

## **23. CLUB FUNDS**

All subscriptions and other monies received from any source whatsoever shall be paid into a Banking account in the name of the Club. All payments therefrom shall be made by electronic transfer or cheque, drawn on the Banking Account and signed by the Club Manager and by a Member of the Committee. The Club shall not be permitted to distribute any of its profits or gains to any person but shall utilize such funds solely for investment on the objects for which the Club has been established.

## **24. BOOKS OF ACCOUNT**

The Club Treasurer, together with the Club Manager shall ensure that a proper book of accounts shall at all times be kept and these shall be subject to annual examination by an Auditor appointed at the Annual General Meeting of Members.

## **25. FINANCIAL YEAR END**

The financial year of the Club ends on the last day of December.

## **26. VISITORS**

- 26.1. A visitor not being desirous of playing over the course and consequently not being liable for payment of a Green Fee may be introduced to the Club by a Member as his or her guest provided that—
  - 26.1.1. No person residing within the Magisterial District of the Nelson Mandela Metropolitan Municipality shall be introduced to the Club as a guest more than twice in any Calendar month or as the Committee may otherwise decide.
  - 26.1.2. The Committee may, at its discretion and without assigning any reason therefore prohibit the introduction of any person as a visitor or guest for any reason appearing to it sufficient.
- 26.2. Non-members of the Port Elizabeth Golf Club resident within the magisterial district of Nelson Mandela Metropolitan Municipality shall not be allowed to enjoy the privileges of the Club house or Course on Wednesdays, Saturdays, Sundays or Public Holidays more than twice in any calendar month save with the consent of the Committee and under such terms as it shall stipulate.

## **27. COMPLAINTS**

- 27.1. All complaints shall be made to the Club Manager, who, if unable to deal with them forthwith, shall require them to be made in writing and shall submit them to the Committee, whose decision shall be final.
- 27.2. Under no circumstances shall an employee of the Club be reprimanded directly by a Member.



## **28. ANNUAL GENERAL MEETING**

The Annual General Meeting of the Club shall be held every year not later than 31st March, at such time and place as the Committee shall determine.

## **29. SPECIAL GENERAL MEETING**

- 29.1. The Committee may call a Special General Meeting:
  - 29.1.1. whenever it may deem it necessary and
  - 29.1.2. shall be bound to do so on receiving a requisition signed by at least ten Members of the Club, or
  - 29.1.3. by a Member who has been expelled by the Committee, provided that in the event of clause 13.3 such request shall have been handed in to the Club Manager within seven days from the date of expulsion.
- 29.2. The cost of such meeting called under the conditions of 29.1.2 and 29.1.3 shall be levied to those Members calling such meeting unless the motion/resolution proposed at such meeting is successful by way of a two-thirds majority vote.

## **30. PROCEEDINGS AT GENERAL MEETINGS**

- 30.1. The Annual General Meeting shall deal with and dispose of all matters on the agenda including the consideration of the annual financial statements, the election of Committee Members where appropriate, the appointment of an auditor and the fixing of the remuneration of the auditor and may deal with any other business laid before it and of which notice has been duly given.
- 30.2. A Special General Meeting shall deal with and dispose of only matters laid before it and of which notice has been duly given.
- 30.3. Business may be transacted at a General Meeting only while a quorum of Members is present.
- 30.4. The President, and failing him, the Vice-President, and failing him, a Member elected, shall preside as Chairman at a General Meeting. The Chairman shall have a casting vote in addition to his vote as a Member of the Club.
- 30.5. A resolution tabled for discussion and/or decision at a General Meeting shall require both a proposer and a seconder.

## **31. QUORUM AT GENERAL MEETINGS**

- 31.1. Twenty-five Ordinary Members shall be a quorum and no business shall be transacted at any meeting unless a quorum be present, and, unless a quorum be present at the advertised time, such meeting shall stand

adjourned for 30 minutes, after which it should be established if a quorum has been constituted.

- 31.2. If a quorum is not present, the meeting shall stand adjourned for one week (same day, time and place), and if at that adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those present and entitled to vote shall form a quorum.
- 31.3. A register of meeting attendees will be kept, and the voting rights of the individual Members noted.

## **32. VOTING AT GENERAL MEETINGS**

- 32.1. Only Ordinary Members, and any Social member who transferred from a category of ordinary membership, shall be entitled to vote at any General Meeting.
- 32.2. Both Ordinary and Limited members will have a voice at General Meetings.
- 32.3. No proxy votes will be accepted.
- 32.4. At any General Meeting a resolution put to the vote shall be decided on a show of hands unless a ballot is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or by at least 2 (two) members entitled to vote at the meeting.
- 32.5. A ballot shall, however, be demanded on the election of the Office Bearers of the Club.
- 32.6. Any resolution put to the vote at a General Meeting shall be carried by majority vote, except for constitutional changes which shall be by Two-thirds Majority Vote, and election of office bearers which shall be by simple vote.
- 32.7. Unless a ballot is so demanded, a declaration by the Chairperson of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or failed, an entry to that effect in the minutes of the proceedings of General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 32.8. If a ballot is demanded:
  - 32.8.1. the ballot shall be taken in such manner and at such time as the Chairperson of the meeting shall direct;
  - 32.8.2. the Chairperson of the meeting shall be entitled to appoint scrutineers;
  - 32.8.3. no notice of a ballot other than an announcement at the meeting at which it is demanded shall be required;
  - 32.8.4. the demand for a ballot shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the ballot has been demanded;

- 32.8.5. a demand for a ballot may be withdrawn; and
- 32.8.6. the result of a ballot shall be deemed to be the resolution of the meeting on any question on which the ballot is taken.

### **33. MINUTES OF MEETINGS AND INSPECTION**

- 33.1. The Club Executive Committee shall ensure that proper Minutes shall be kept of the proceedings of all General Meetings.
- 33.2. Members in good standing will have the right to review these minutes at the Club Offices at a time mutually agreed to by the Club Manager.

### **34. NOTICE OF MEETING**

- 34.1. Twenty-one (21) days' notice of any General Meeting must be given by written notice to all members entitled to vote and by notice posted in the Club House.
- 34.2. The Club's Annual Report will be distributed electronically to all Members at least seven days before the AGM and in addition printed copies of the report will be made available.

### **35. ALTERATION OF CONSTITUTION**

- 35.1. No constitution clause shall be repealed or altered, and no new constitution clause shall be made unless carried by a two-thirds majority vote at a General or Special General Meeting duly convened to consider such resolution.
- 35.2. The notice calling for the submission, by the members, of any such resolution must be posted at the same time as the notice of the Annual General Meeting is posted (i.e. 21 days prior to the Annual General Meeting).
- 35.3. Proposed resolutions must be submitted at least fourteen (14) days before the date of the Annual General Meeting to the Club Manager.
- 35.4. All resolutions submitted will form part of the Club's Annual Report which will be distributed to Members at least seven days before the AGM.
- 35.5. Resolutions to be considered at a Special General Meeting shall form part of the Notice calling for such a meeting.

### **36. RULES OF THE GAME**

The Rules of the Game shall be those of the Royal and Ancient Golf Club of St. Andrews, subject in such modification or additions to suit local circumstances as the Committee may deem expedient.

### **37. INTERPRETATIONS OF CLUB RULES**

If a dispute shall arise to the proper construction or interpretation of any Club Rule the matter shall be referred to the Committee, whose decision thereon shall be final.

### **38. REGULATIONS**

- 38.1. The Committee may, by a simple majority of votes cast at a Committee Meeting, adopt, amend or repeal Regulations to the extent that this is consistent with the Constitution of the Club.
- 38.2. All Regulations, as per Annexure C, shall be deemed to form part of the Constitution of The Club and the membership shall be bound by same.

### **39. PAYMENT OF EXPENSES**

Members are required to pay all expenses they incur in the Club House, or on the Course, before they leave the Club premises.

### **40. INDEMNITY BY MEMBERS**

- 40.1. Each Member shall indemnify the Club against loss or damage to any person or property arising out of any negligent, wrongful or unlawful act committed by him on the Club's course or premises.
- 40.2. The Club shall not be liable to make good any loss or damage suffered by any Member during the course of play, whether such damage be caused during a match, competition or any other game.
- 40.3. The Club shall not be liable to make good the loss by fire or any other cause of golf Clubs or any other property of any Member or other person whilst on the Club's Course or premises.
- 40.4. The Club Executive Committee, together with staff of the Club, are indemnified against all losses, charges, costs, damage and all other expense and liability they may incur or be put to concerning the bona fide execution of their duties as officials of the Club, subject to the fiduciary duties and duties of care and skill being complied with as if they were directors of a company formed in terms of the Companies Act.

### **41. NOTICES**

No notice or any other advertising may be posted in the Club House without the sanction of the Club Manager.

### **42. WINDING UP OR LIQUIDATION OF CLUB**


Upon the winding up or the liquidation of the Club, those assets of the Club remaining after satisfaction of its liabilities shall be transferred to another Golf Club in Port Elizabeth having objects similar to the objects of this Golf Club which is itself exempt from tax as chosen by the Committee.

### 43. INTERPRETATION OF THIS CONSTITUTION

Any disputes arising out of or in connection with the enforceability of this Constitution or the application and interpretation of the provisions thereof or any dispute between a Member or expelled member of the Club, and the Club Committee, shall be referred to the Arbitration Foundation of Southern Africa for resolution through mediation or expedited arbitration in terms of the Rules and Procedure for the Resolution of Disputes in Sport prevailing at the time such dispute is so referred. Such proceedings shall be conducted at the premises of the Club. In the event of arbitration in terms of the foregoing, such resolution shall be final and binding on the parties to the dispute.

**Signed:**

President:  Name: **Craig Risseuw**

Vice-President:  Name: **Greg Clack**

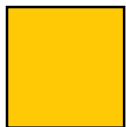
**Club Emblem:**



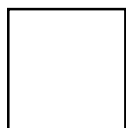
**Colour Pallet:**



- RGB Colour R: 37, G: 64, B: 143
- Web Colour (Hex): #25408F
- CMYK Colour: C: 74, M: 55, Y: 0, K: 44
- Pantone: 7687 C

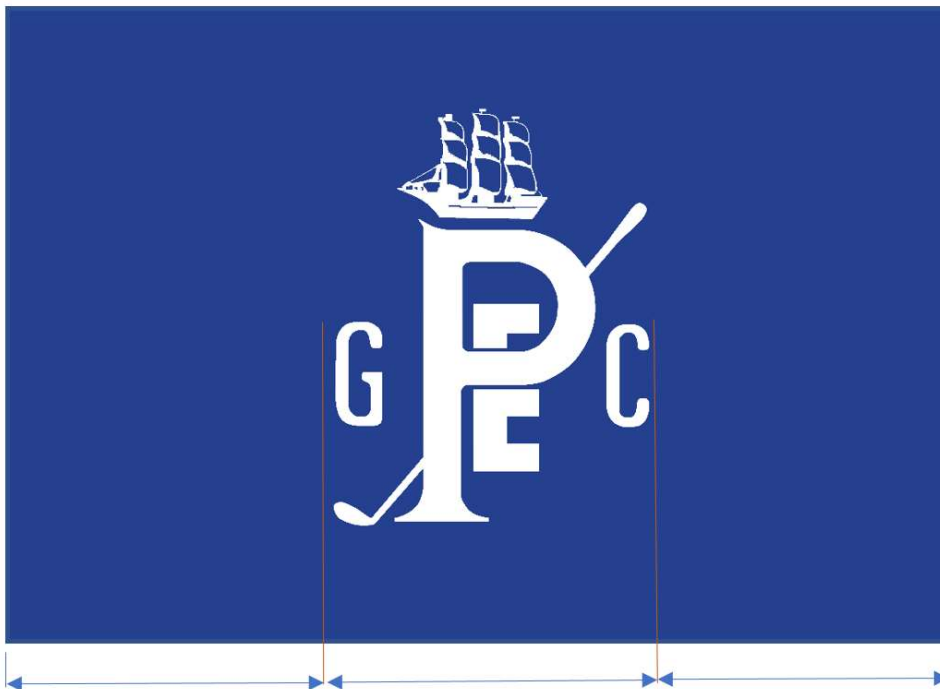
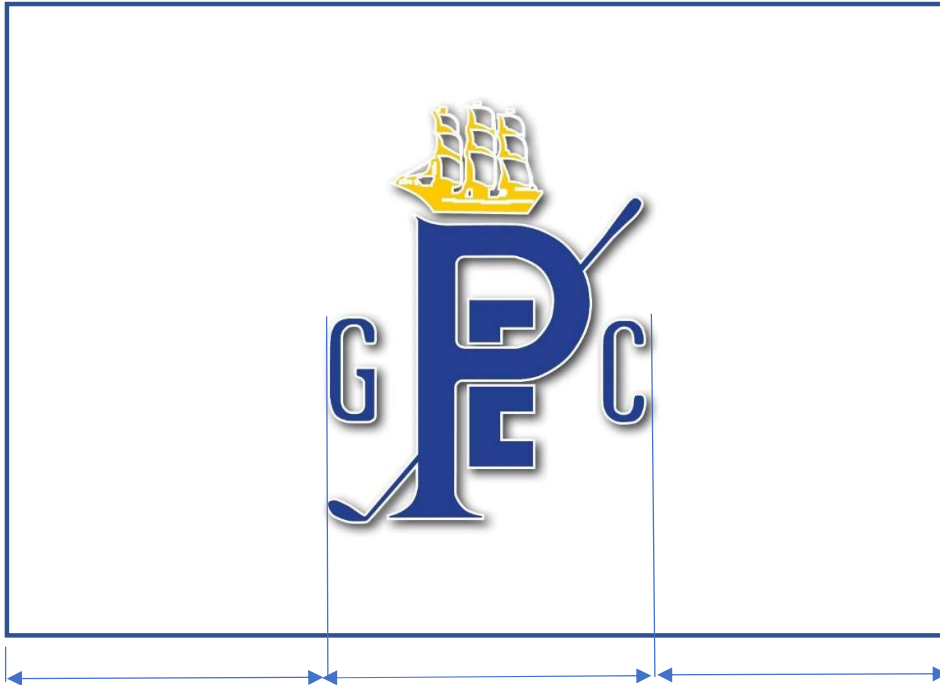


- R: 255, G: 201, B: 5
- Web Colour (Hex): ffc905
- CMYK Colour: C: 0, M: 21, Y: 98, K: 0
- Pantone: 012 C



- R: 255, G: 255, B: 255
- Web Colour (Hex): #FFFFFF
- CMYK Colour: C: 0, M: 0, Y: 0, K: 0
- Pantone: opaque white

Flags:



Sizes: Normal: 180 x 120cm Storm: 90 x 60cm

**REGULATIONS**

**a. General Provisions**

1. The lady members may appoint their own committee to run their competitions and manage their day to day affairs. This Ladies' committee will liaise with the Club Committee through the Lady Captain and Lady Vice-Captain, or their nominated representatives. These nominations will be made a General Meeting of the Lady Members and these, together with any subsequent changes, will be communicated to the Club Executive Committee as soon as reasonably possible thereafter, in writing. The structure of the committee will be decided upon by the Lady members.
2. [The Port Elizabeth Golf Club recognises NORTHWOOD GOLF CLUB as an affiliate club as part and parcel, an integral component, of its transformation initiatives. Northwood members shall also be members of the Port Elizabeth Golf Club in one of the membership classes, pay the respective annual subscription and/or playing fees, and abide by the obligations of the Club Constitution.](#)
3. The rights and privileges of members shall be confined to the right of entering in and upon the Club House and Golf Course and to the use and enjoyment thereof in accordance with their respective class of membership, subject to such restrictions as the Committee may from time to time impose.
4. Membership of the Club shall not give to nor confer upon any members of any class any right, title, interest, or claim in or to any of the monies, property, furniture or other assets of the Club.
5. Notwithstanding anything herein before contained, the Committee shall have the right to charge an entrance fee in respect of the Course and Club House or any portion thereof upon occasions when the same shall be used for any tournament or other special purpose.
6. No advertising matter, pamphlet or circular of any description shall be placed or posted within the precincts of the Club House or on the Course without the consent of the Committee.
7. All complaints shall be made in writing to the Club Manager and shall bear the signature of the member or members so complaining. Unsigned complaints will be treated as anonymous material and will not be considered by the Committee.
8. The Committee shall have the power to make, alter, or repeal bye-laws for the regulation of the affairs of the Club and it shall be deemed that due notice of any such addition, alteration or repeal has been given if posted on the Club Notice Board for a period of ten days.
9. CONTROL of NON-MEMBERS.
  - a. The Committee may, by any means considered effective, impose such restrictions upon entry into the Club premises or play on the Club's Course



as it considers necessary for the protection of the rights of members or in the interests of the Club.

10. The Committee shall be entitled to increase subscriptions for any financial year by a percentage not exceeding 15%. In the event, however, of the Committee wishing to impose an increase higher than the aforesaid, the Committee shall convene a Special General Meeting for approval of such proposed increase.
11. Lightning Policy. The Club does not involve itself in the management of the risk of lightning and accepts no liability for any injury or death caused through a lightning strike.
  - lightning is dangerous
  - players play at their own risk
  - the Club has no detection or warning system in place
  - there are no shelters on the course
  - the onus is on the players to decide when to stop play and take shelter
  - any player may discontinue play if he or she feels threatened
  - the onus is on the player to decide to resume play
  - the only safe place on the premises is in the Clubhouse.
12. Smoking. Restrictive measures for the control of smoking are in effect and the Club is obliged to comply with all the regulations and provisions as laid down in the Tobacco Legislation Act. Smoking is only permitted in the designated area advised by notice posted on the Club notice board.

#### **b. General House Provisions**

1. The hours during which the Club House, Bar and Restaurant shall be open and during which refreshments may be served shall be decided by the Committee. The Club House may, at the discretion of the Committee, be closed on Christmas Day and New Year's Day. Notice of intention to close shall be posted on the Club Notice Board seven days in advance.
2. The Manager's office shall be open during such hours as the Committee may decide.
3. No member shall be allowed to bring into the Club premises any liquor for use or consumption thereof.
4. All articles of glass or any effects broken or damaged by any Member or his guest shall be paid for by such Member.
5. In no instance shall a Member reprimand or punish an employee of the Club. Complaints must be addressed to the Club Manager who may require that these be put in writing, duly signed.
6. The Club shall in no way be responsible for any act or omission of any agent or employee which may occasion loss by theft, or through any other cause, of the property of any Member or his guest, which is brought on to or left on the

Club's premises.

7. Members on election shall be supplied with a link to an electronic copy of the Constitution and Bye-Laws of the Club on the Club website. They shall however be bound by these Regulations whether such copy is supplied to them or not, and they shall be required to make themselves conversant with all the regulations therein contained.
8. Prizegiving – players will forfeit prizes in Club Competitions if they are not present at prizegiving, unless prior apology is made to the scorer, golf manager or committee and a person has been nominated to collect a prize on their behalf. The request by a competition sponsor to award a prize only if the winner is present at prizegiving will be heeded. Players are expected to respect the presence of sponsors, invited guests, officials, and the Club executive when attending prizegiving and dress accordingly.
9. The President, Vice-President, Captain and Vice-Captain or any three of them may at any time exercise discretionary powers in urgent matters without prior reference to the Committee, provided that a full report on any action taken be placed before the Committee at the next Meeting for ratification.
10. DRESS REGULATIONS

### **On the GOLF COURSE - Sports clothing**

Dress will be appropriate golfing wear at all times.

#### ***SHIRTS***

**Recognised golf shirts with collars and sleeves and specifically golf designed polar neck or turtle neck shirts.**

Not acceptable  
~

*Shirts not tucked into waistband. T-shirts and garments with large motifs, slogans or messages.*

#### ***TROUSERS***

**Tailored long trousers or golf shorts fitted with belts.**

Not acceptable  
~

*Denim jeans, elastic and drawstring long trousers or shorts, tracksuits and multi coloured beach or combat trousers/shorts.*

#### ***SOCKS***

**Sport socks - long or ankle high short socks.**

Not acceptable  
~

*Patterned or striped sports hose i.e.. Rugby,*

*soccer or hockey socks. Secret socks or rolled down long socks.*

## **SHOES**

### **Recognized golf shoes with SOFT SPIKES.**

#### Not acceptable

~

*Metal spikes, footwear without socks ie. Sandals and thongs. Cricket, athletic or canvas shoes.*

### **In the CLUBHOUSE - Hospitality areas.**

Smart casual is the required dress standard.

Shirts with collars and sleeves and tucked into waistband.

Conventional long trousers.

Tailored shorts.

Closed shoes with socks.

Designer shirts worn outside of waistband.

Smart denim clothing.

#### Not acceptable

~

*Inappropriate trousers, tracksuits and T-shirts.*

*Bold advertising or slogans on garments.*

*Workwear - overalls, boiler suits etc.*

Hats and caps may not be worn in the hospitality areas of the Clubhouse.

Gentlemen are required to be changed from sports clothing prior to prize giving on competition days.

Sundays are considered as family days and the dress in the Clubhouse is generally relaxed for Members and Visitors, but not on the Course.

The above rules do not apply to children under the age of 12 who should be accompanied by parents and be neatly dressed.

MANAGEMENT RETAINS THE RIGHT TO ACCEPT OR REJECT ANY

STANDARD OR ITEM OF CLOTHING AS BEING ACCEPTABLE OR NOT  
AND TO REQUEST AN INDIVIDUAL NOT PROPERLY DRESSED TO VACATE THE COURSE OR CLUB PREMISES.

Changing of clothes may only take place in the change rooms.

Metal spiked shoes are expressly prohibited throughout the Club House and golf course.

Relaxing of dress standards in the Club House over peak holiday periods, to accommodate visitors, and/or Sundays is at the discretion of the committee and will not include the course where proper golf attire will be worn at all times.

The right of admission to play the course, utilize practice facilities or enter the Club House is reserved.

### List of Revisions:

Note: latest revision indicated in **blue** in the body of the document.

Revision Number	Part	Clause	Description	Reference
00	Constitution	All	New Constitution.	AGM 2019
00	Regulations	All	Change Rules to Regulations.	AGM 2019
01	Both	N/A	This list of revisions added.	N/A
01	Regulations	a.1.	Ladies' representation on the Club Executive Committee.	ExCom - Oct 2019
02	Constitution	3.13	Definition on "subscription" added.	SGM – Nov 2019
02	Constitution	7.1,7.2	Updated to accommodate new membership structure.	SGM – Nov 2019 (resolution i)
02	Constitution	8.3	Repealed.	SGM – Nov 2019
02	Constitution	8.5	Reference to "Pre-paid rounds" removed.	SGM – Nov 2019
02	Constitution	8.7	The word "Rules" removed.	SGM – Nov 2019
03	Constitution	16.2	Directors' term of office extended to two years	AGM – Sep 2020
04	Regulations	a.2.	Recognition of Northwood as an affiliate club	ExCom - Feb 2021