

THE BRYANSTON COUNTRY CLUB

CONSTITUTION

("the Constitution")

as revised and adopted at a
Special General Meeting of the Members
of the Club held on 22 September 2021

1. INTERPRETATION

In this Constitution unless the context clearly indicates a contrary intention:

- 1.1. the head notes, sub-headings and table of contents are for reference purposes only and shall not affect the interpretation of any part hereof;
- 1.2. any reference herein to a particular paragraph number (e.g., “paragraph 2”), shall be deemed a reference to all paragraphs hereof that bear sub-numbers to the number of the referenced paragraph (e.g., paragraphs 2.1, 2.1.1, etc.);
- 1.3. as used herein, the word “including” shall mean “including, but not limited to” and the same shall apply to cognate expressions of “including”;
- 1.4. the singular includes the plural and vice versa;
- 1.5. a reference to one gender includes the other genders;
- 1.6. a reference to a firm or body corporate includes a natural person and vice versa;
- 1.7. if any provision in a definition is a substantive provision conferring rights or imposing obligations then, notwithstanding that it is only in a definition paragraph, effect shall be given to it as if it were a substantive provision in the body of this Constitution;
- 1.8. words and phrases defined in any paragraph will for the purposes of that paragraph bear the meaning therein assigned thereto;
- 1.9. when any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.10. the following words bear the meaning set out opposite them below and cognate expressions bear a like meaning:

“Committee”	the Main Committee, the Fund Governors, any committee or body appointed by the Main Committee (or by such committee or body) and any member of the Main Committee, the Fund Governors or such other body or committee, including any other committee of the Club pertaining to any sporting, cultural, entertainment or other activity of the Club;
“the Club”	the Bryanston Country Club, comprising: the members, Committee, employees and Management, situate at Bryanston Drive, Bryanston, Sandton; and any reference to the Club shall include all or any of the Members, Committees, employees and Management, as the context may require;
“Constitution”	the Constitution of the club as set out in this document;
“Fund”	the capital preservation vehicle, provided for in paragraph 40;
“Fund Managers”	the persons appointed as managers by the Fund Governors, from time to time, in terms of paragraph 40;
“Fund Governors”	a committee comprising Members appointed or elected, as the case may be, from time to time, in terms of paragraph 41;
“Main Committee”	a committee comprising members elected from time to time in terms of paragraph 34;
“Management”	the general manager of the Club, from time to time, and those other employees of the Club from time to time appointed by the Main Committee to carry out managerial functions;
“Member”	a member of the Club as contemplated in paragraphs 10 and 11;
“Objects”	the objects of the Club as provided for in paragraph 3;
“Prime Rate”	a rate of interest equal to that charged from time to time by the Club’s bankers to its most

favoured corporate clients as certified by any manager of that bank in respect of any period of time in question;

“Regulations”

the rules contemplated in paragraph 36.4;

2. **NAME**

The name of the Club is The Bryanston Country Club.

3. **OBJECTS**

The spirit and object of the Club is to:

- 3.1. facilitate sporting, recreational and social facilities, comforts and amenities generally associated with a country club, of the highest standard and all such other matters and things as are ancillary or incidental thereto in a congenial and respectful environment;
- 3.2. promote loyalty, integrity and fairness.

4. **NATURE AND LEGAL STATUS**

The Club is an unincorporated, non-proprietary, non-profit making, non-political and non-sectarian, juristic person, which may sue and be sued, having perpetual succession established for the Objects and with the powers set out in this Constitution. As at the date of adoption of this Constitution, each Member shall be, and shall for all purposes be deemed to be, bound by this Constitution and any Regulations made hereunder.

5. **POWERS**

The Club shall be entitled to exercise all such powers and authorities as are conferred upon it by this Constitution and as are or may be vested in it by operation of law, provided that the Club shall under no circumstances have the power to be permitted to distribute any of its profits or gains to any person, and shall utilize its funds for the Objects for which it is established, and shall in particular have the following powers:

- 5.1. to do all such things as may be necessary for or ancillary or incidental to the achievement by the Club of its Objects;
- 5.2. to purchase, hire, take on, lease or sub-lease or exchange, or otherwise acquire any movable or immovable property or rights, to sell, exchange, transfer, alienate, dispose of, donate, mortgage, encumber, charge, pledge, lend, turn to account or otherwise deal with all or any of the movable or immovable property or rights of the Club;
- 5.3. to erect, construct, maintain, improve, alter, demolish, replace, repair, renovate, manage or control any buildings, erections, or other improvements upon the land at any time owned by the Club or over which it enjoys a right of occupation;
- 5.4. to develop and lay out the grounds of the Club by the establishment of such gardens, and other facilities as are consistent with its Objects, and to maintain and improve same;
- 5.5. to borrow, collect or raise money particularly by means of subscriptions, entrance fees, levies and debentures with or without security;
- 5.6. to establish a fund constituted by cash or assets to promote and advance the interests of the club;

- 5.7. to apply to any licensing authority for the grant to the Club of any license it may require for the proper conduct of its affairs, to accept transfer of any existing licenses, and to cede, transfer, amend or otherwise deal with same, and to apply for the renewal thereof from time to time;
- 5.8. to establish pension, insurance and medical aid schemes for the benefit of, and to grant pensions, allowances, gratuities, bonuses, advances and loans to employees or ex-employees of the Club, or the dependants of such persons;
- 5.9. to support or subscribe to any charities, clubs, institutions or societies;
- 5.10. subject to paragraph 36.22 to lend money either with or without security;
- 5.11. to do all such other things as are incidental or conducive to the attainment of all or any of the foregoing powers.

6. NO PROFIT DISTRIBUTION

Notwithstanding anything to the contrary contained herein;

- 6.1. The Club:
 - 6.1.1. shall carry out its activities in a non-profit manner;
 - 6.1.2. is prohibited from directly or indirectly distributing any surplus funds to any person, other than in terms of paragraph 6.1.3; subject thereto, and notwithstanding that the activities of the Club are to be carried out in a non-profit manner, in the event that any net profit results, after having fully provided for payment of all liabilities of the Club and after setting aside such reserves as the Main Committee may decide for the proper running of the Club for the comfort and convenience of Members, such net profit, if any, shall be dealt with by the Main Committee in such manner as it deems fit in the interests of the Club

and its Members as a whole, but not in a manner which is contrary to the provisions of this paragraph 6.1.2;

- 6.1.3. is required on dissolution to transfer its assets and funds, if any, remaining after the satisfaction of all its debts and liabilities, to any other recreational club which is approved by the Commissioner for the South African Revenue Services (“the Commissioner”) in terms of section 30A(2) of the Income Tax Act No 58 of 1962 (as amended from time to time) (the “Act”) or to a public benefit organisation contemplated in paragraph (a)(i) of the definition of a “public benefit organisation” in section 30(1) of the Act which has been approved in terms of section 30(3) of the Act;
- 6.1.4. may not pay any remuneration to any person which 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 amounts received by or accrued to the Club.
- 6.2. The Club undertakes to submit to the Commissioner a copy of this Constitution and of any amendment to this Constitution.
- 6.3. The Club shall not be and has not knowingly been, a party to, and does not knowingly permit and has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under this Act or any other Act administered by the Commissioner.
- 6.4. In no circumstances shall any Member or employee be entitled to, and the Club shall not pay to any Member or employee, any net profit or surplus funds of the Club.

7. GENERAL RIGHTS OF MEMBERS

- 7.1. No Member shall have any right, title or interest in or to any assets of the Club, and shall have the right only to use and enjoy the amenities and facilities upon and subject to the terms and conditions contained in this Constitution, the Regulations and such other terms and conditions as shall be properly imposed by the Main Committee or the Management from time to time;
- 7.2. Members are entitled to annual or seasonal Membership depending on the class of Member;
- 7.3. Members are not allowed to sell their Membership rights or any entitlement in terms thereof.

8. LIABILITY OF MEMBERS FOR OBLIGATIONS OF THE CLUB

The liability of Members shall be limited to the amount of their unpaid entrance fees, levies, subscriptions and any other amounts as shall be owing by them to the Club from whatever cause arising.

9. EXCLUSION OF CLUB'S LIABILITY

The Club shall in no circumstances whatsoever be liable for any loss of or damage to the property of any Member or their guests brought onto the premises of the Club whether occasioned by theft or otherwise, nor shall the Club be held responsible or in any way liable for personal injury or harm however caused to Members, their children, their guests or invitees on the Club premises.

10. MEMBERSHIP CLASSES

The classes of membership of the Club shall be as follows:

- 10.1. Founder Member.

- 10.2. Associate Founder Member.
- 10.3. Junior Associate Founder Member.
- 10.4. Ordinary Member.
- 10.5. Junior Ordinary Member.
- 10.6. Country Member.
- 10.7. Honorary Life Member.
- 10.8. Honorary member.
- 10.9. Absentee Member.
- 10.10. Senior Member.
- 10.11. Special Member.

11. **CONSTITUENTS OF MEMBERSHIP CLASSES**

The various classes of membership described in paragraph 10 hereof shall be defined as follows:

11.1. **A Founder Member is:**

- 11.1.1. a person who has been admitted to Founder Membership as at the date of adoption of this Constitution;
- 11.1.2. a member who, having been an Associate Founder Member, exercises the right conferred upon him hereunder to convert his membership to Founder Membership.

11.2. **An Associate Founder Member is:**

11.2.1. a person who has been admitted to Associate Founder Membership as at the date of adoption of this Constitution;

11.2.2. a person who, being the wife or the husband of a Founder Member, or the child (who has attained the age of 25 years), of a Founder Member who has been nominated an Associate Founder Member by such Founder Member in writing, (provided that where the nominating Founder Member has remarried, the provisions of paragraph 13.1.4 below shall apply);

11.2.3. a person who, having been a Junior Associate Founder Member (as hereinafter defined), attains the age of 25 (twenty five) years.

11.3. A Junior Associate Founder Member is:

11.3.1. a person who has been admitted to Junior Associate Founder Membership as at the date of adoption of this Constitution;

11.3.2. a person who, being the child of a Founder Member, has attained the age of 16 (sixteen) years but not the age of 25 (twenty five) years, has been nominated a Junior Associate Founder Member in writing by such Founder Member.

11.4. An Ordinary Member is:

11.4.1. a person who has been elected to Ordinary Membership as at the date of adoption of this Constitution;

11.4.2. a person who, being over the age of 18 (eighteen) years, has been elected an Ordinary Member by the Main Committee after the date of adoption of this Constitution;

- 11.4.3. a person, who having been a Junior Ordinary Member, attains the age of 18 (eighteen) years and elects in writing to become an Ordinary Member.

11.5. **A Junior Ordinary Member is:**

- 11.5.1. a person who has been elected to Junior Ordinary Membership as at the date of adoption of this Constitution;
- 11.5.2. a person who, being under the age of 18 (eighteen) years has been elected a Junior Ordinary Member by the Main Committee.

11.6. **A Country Member is:**

a member of any class, other than a temporary member, who having taken a permanent residence beyond a radius of 100 (one hundred) kilometres, from the Club, applies to the Main Committee to be reclassified as such, and is and remains so classified.

11.7. **An Honorary Life Member is:**

a member of any class who has been elected an Honorary Life Member by 75% (seventy five *percent*) of those present voting by secret ballot at a meeting of the Main Committee, for outstanding services rendered to the Club, provided that in no circumstances shall members of this class exceed 2% (two *percent*) of the overall membership of the Club.

11.8. **An Honorary Member is:**

a person who is elected to such membership by the Main Committee, and who holds some public office or who in the opinion of the Main Committee has conferred some special benefit on the Club. The Committee shall have the right to terminate the membership of an Honorary Member in its sole discretion at any time.

11.9. An Absentee Member is:

a member of any class who is elected to absentee membership by the Main Committee in its sole discretion for such period as he will not be able to enjoy the use of the Club by virtue of continuous absence from the Republic of South Africa for a period which can reasonably be expected (at the time of such election) to be not less than 12 (twelve) months.

11.10. A Senior Member is:

11.10.1. A Founder Member, Associate Founder Member or Ordinary Member who has attained an age of 65 (sixty five) years and has been a member of the Club for a continuous period of 20 (twenty) years and who is elected to such membership by the Main Committee on application from the member;

11.10.2. the wife or widow of a Senior Member who is herself a Founder Member, Associate Founder Member, or ordinary Member, for as long (in the case of a widow who does not qualify for Senior Membership in her own right) as she has not remarried provided that the provisions of this sub-paragraph 11.10.2 relating to wives and widows of gentlemen members shall not apply to the husbands or widowers of lady members. For the purposes of this paragraph, the widow of a deceased member shall have the same rights under this paragraph, *mutatis mutandis*, as she would have had had her husband survived.

11.11. A Special Member is:

a person who is elected to such membership by the Main Committee for such period and upon such terms and conditions as it shall decide whether by reason of such person being ordinarily resident in a country other than the Republic of South Africa, or otherwise.

12. **PRESIDENTS AND VICE PRESIDENTS**

- 12.1. The Club must have a President and may have a Vice President appointed or removed by the Main Committee from time to time. These will be honorary offices and shall endure for a maximum period of 3 (three) years at a time. A person appointed as President or Vice President, as the case may be, may be appointed for successive periods of 3 (three) years, but for not more than 3 (three) such 3 (three) three year periods (so that the maximum term of appointment would be 9 (nine) years for each such office).
- 12.2. The President and Vice President, as the case may be, may be a member of any class who in the opinion of the Main Committee has rendered valuable and extraordinary service to the Club or any other person, whether a member or not, who the Main Committee considers to be appropriate as a distinguished or eminent person and there may not be more than 1 (one) President or Vice President at any time..
- 12.3. The President and Vice President shall each have all of the rights of an Ordinary Member and if such person be a Founder Member, to all of the rights of a Founder Member.
- 12.4. The President and the Vice President shall assist the Chairman or Main Committee, if called upon to do so, to the extent that such person is able to do so.
- 12.5. Each of the President and Vice President shall be elected to, or removed from, office by 75% (seventy five *percent*) of those present, voting by secret ballot, at a meeting of the Main Committee convened for the express purpose of electing such persons to such offices.

Pursuant to the foregoing provisions of this paragraph 12, the President and Vice President in office as at the date upon which this Constitution takes effect, shall continue in office until the first meeting of the Main Committee after this Constitution takes effect whereupon the provisions of paragraph 12.5 will apply.

13. RIGHTS AND OBLIGATIONS OF MEMBERSHIP CLASSES

The following rights shall attach to the various classes of membership:

13.1. A Founder Member shall:

- 13.1.1. have the right to use the facilities and amenities of the Club at all times subject to any restrictions imposed by this Constitution, the Regulations made hereunder, or by the Main Committee;
- 13.1.2. have the right to serve on any Committee and to vote at all meetings of the Members;
- 13.1.3. pay an annual subscription of an amount set out in the Schedule issued by the Main Committee from time to time, which subscription shall not exceed 75% (seventy five *percent*) of the subscription payable by an Ordinary Member, and which percentage shall not be varied save as set out in paragraph 54.2 hereof;
- 13.1.4. have the right to nominate his or her spouse as an Associate Founder Member provided that no more than one such nomination shall be permitted notwithstanding that the nominating Founder Member concerned shall have remarried. In the case of remarriage however a Founder Member shall have the right to nominate the then spouse as an Ordinary Member;
- 13.1.5. have the right to nominate a child (including an adopted or stepchild) as an Associate Founder Member, if such child is over 25 (twenty five) years of age but subject to paragraphs 11.2.3 and 13.1.7 hereof;

- 13.1.6. have the right to nominate a child (including an adopted or stepchild) as a Junior Associate Fonder Member if such child is more than 16 (sixteen) years of age, and less than 25 (twenty five) years of age, but subject to paragraphs 11.3.2 and 13.1.7 hereof;
- 13.1.7. have the right to make two nominations in all terms of sub-paragraph 13.1.5 or 13.1.6 hereof without payment of an entrance fee, and thereafter to make further nominations accompanied by an entrance fee of R50.00 (fifty rand) in respect of each such nomination;
- 13.1.8. have the right to exercise jointly with other Founder Members and Associate Founder Members the rights and safeguards conferred by paragraph 54.2 hereof.
- 13.2. **An Associate Founder Member shall:**
 - 13.2.1. have the right to use the facilities and amenities of the Club at all times subject to any restrictions imposed by this Constitution, the Regulations made hereunder, or by the Main Committee;
 - 13.2.2. have the right to serve on any Committee and to vote at all meetings of members;
 - 13.2.3. pay an Annual subscription of an amount set out in the Schedule issued by the Main Committee from time to time, which subscriptions shall not exceed 75% (seventy five *percent*) of the subscription payable by an Ordinary Member, and which percentage shall not be varied save as set out in paragraph 54.2 hereof;
 - 13.2.4. have the right to become a Founder Member, provided such person has attained the age of 25 (twenty five) years of age, by giving the Club notice in writing of his/her intention to become a Founder Member and tendering therewith an entrance fee of R150.00 (one hundred and fifty rand);

- 13.2.5. have the right to exercise, jointly with Founder Members and other Associate Founder Members the rights and safeguards conferred by paragraph 54.2 hereof.

13.3. **A Junior Founder Member shall:**

- 13.3.1. have the right to use the facilities and amenities of the club on such days, at such time, and on such terms and conditions as the Main Committee shall from time to time decide subject always to any restrictions imposed by this Constitution or the Regulations made hereunder;
- 13.3.2. not have the right to serve on any Committee or to vote at any meetings of Members;
- 13.3.3. pay an annual subscription of an amount set out in the Schedule issued by the Main Committee from time to time, which subscriptions shall not exceed 75% (seventy five percent) of the subscription payable by a Junior Ordinary Member, and which percentage shall not be varied save as set out in paragraph 54.2 hereof;
- 13.3.4. subject to paragraph 11 have the right to become an Associate Founder Member, on attaining the age of twenty five years by electing in writing to become an Associate Founder Member, and submitting such election to the Main Committee;

13.4. **An Ordinary Member shall:**

- 13.4.1. have the right to use the facilities and amenities of the Club at all times subject to any restrictions imposed by this Constitution, the Regulations made hereunder, or by the Main Committee;

13.4.2. have the right to serve on any Committee and to vote at all meetings of Members but excluding meetings of Founder Members as contemplated by paragraph 29 hereof;

13.4.3. pay an annual subscription of an amount set out in the schedule issued by the Main Committee from time to time.

13.5. **A Junior Ordinary member** shall:

13.5.1. have the right to use the facilities and amenities of the Club on such days, at such times, and on such terms and conditions as the Committee shall from time to time decide subject always to any restrictions imposed by this Constitution or the Regulations made hereunder;

13.5.2. not have the right to serve on any Committee or to vote at any meetings of Members;

13.5.3. have the right to become an Ordinary Member on attaining the age of 18 (eighteen) years of age by electing in writing to become an Ordinary Member, and tendering such election to the Main Committee accompanied by the entrance fee and additional subscription provided for in the schedule issued by the Main Committee from time to time;

13.5.4. pay an annual subscription of an amount set out in the schedule issued by the Main Committee from time to time.

13.6. **A Country Member** shall:

13.6.1. have the right to use the facilities and amenities of the Club on such days, at such times as he is able to do so, subject to any restrictions imposed by this Constitution, the Regulations made hereunder, or by the Committee;

13.6.2. not have the right to serve on any Committee or to vote at any meetings of Members;

13.6.3. pay an annual subscription of an amount set out in the schedule issued by the Committee from time to time.

13.7. **An Honorary Life Member** shall have the right to:

13.7.1. use all the facilities and amenities of the Club at all times subject to any restrictions imposed by this Constitution, the Regulations made hereunder or by the Main Committee;

13.7.2. serve on any Committee to which he may be elected and to vote at all meetings of Members but excluding meetings of Founder Members as contemplated by paragraph 27 hereof, unless he shall have been a Founder or Associate Founder Member prior to his election to Honorary Life Membership;

13.7.3. enjoy the privileges of such Membership without payment of any entrance fee or subscription whatever.

13.8. **An Honorary member** shall have the right to:

13.8.1. use all of the facilities and amenities of the Club at all times subject to any restrictions imposed by this Constitution, the Regulations or by the Main Committee, and subject especially to the restriction that he shall not be entitled to vote at any meetings of Members or to serve on any Committee;

13.8.2. enjoy the privileges of such Membership without payment of any entrance fee or subscription whatever.

13.9. **An Absentee Member** shall:

- 13.9.1. have the right to pay an annual subscription of an amount set out in the schedule issued by the Main Committee from time to time provided that, during the time he enjoys such Membership, he shall not make use of the facilities and amenities of the Club, nor shall he be entitled to vote at any meetings. The Main Committee shall however be entitled in its sole discretion to permit an Absentee Member to make use of the facilities and amenities of the Club during the course of casual visits to the Republic of South Africa upon such terms and conditions as it shall decide;
- 13.9.2. not have the right to serve on any Committee or to vote at any meetings of Members;
- 13.9.3. revert to his previous class of membership at his option at any time.
- 13.10. **A Senior Member** shall have all the rights of the class of membership to which he belongs prior to his election as a Senior Member, but shall pay an annual subscription of an amount set out in the schedule issued by the Main Committee from time to time.
- 13.11. **A Special Member** shall:
 - 13.11.1. have the right to use all the facilities and amenities of the Club at all times subject to any restrictions imposed by this Constitution, the Regulations or by the Main Committee;
 - 13.11.2. not have the right to serve on any Committee or to vote at any meeting of Members;
 - 13.11.3. pay an annual subscription of an amount set out in the schedule issued by the Main Committee from time to time.

14. SUBSCRIPTIONS

The annual subscriptions payable by the Members of the various classes of Membership including any additional subscriptions applicable to the various sporting or social sections shall be prescribed by the Main Committee from time to time.

15. LEVIES

The Main Committee may determine a levy to be paid by Members in whole or in instalments to fund future expenditure necessary to meet the Club's Objects. Should any proposed levy be in excess of 50% (fifty *percent*) of the last annual subscription then such levy shall be approved at a General Meeting of the Members.

16. ENTRANCE FEES

The entrance fees payable by persons who are admitted to the various classes of Membership or who transfer from one class of Membership to another shall be as prescribed by the Main Committee from time to time.

17. APPORTIONMENT

- 17.1. if a Member changes class of Membership during the course of a financial year, the subscriptions payable by such Member for that year shall be apportioned pro rata so that the proportion of the year during which a Member enjoyed one class of Membership bears the same proportion to the fees payable by that Member for that class of Membership;
- 17.2. if a Member is elected to Membership during the course of a financial year, there shall be a proportionate rebate in respect of the subscription payable by that Member, for that year, in respect of the months of the year which elapsed prior to the Member becoming a Member.

18. PAYMENT

All subscriptions and entrance fees shall be paid:

- 18.1. in the case of a new member, as to 10% (ten *percent*) of the entrance fee to be paid as non-refundable deposit with the application for membership and the balance within thirty days of the posting of a notice advising him of his election;
- 18.2. in the case of existing Members, on or before the first day of the Club's financial year as notified to Members by Management from time to time.
- 18.3. The Committee may upon written application by a Member, and in its sole discretion, accept payment of that Member's subscriptions by way of a monthly debit order or alternative payment plan acceptable to the Committee.

19. NON PAYMENT

- 19.1. any Member who is in default with payment of subscriptions, any levy or entrance fees, shall cease to be a Member of the Club if such default continues after the expiration of a period of thirty days from notification by e-mail or a written demand for such payment. Any person who so ceased to be a Member may be readmitted to Membership of the Club at the sole discretion of the Main Committee, and only after payment of all outstanding dues and penalties;
- 19.2. nothing contained in this paragraph shall prejudice the rights of the Club to institute legal action against a defaulting Member for the recovery of any amount due to the Club at any time.

20. ELECTION OF NEW MEMBERS

Save in the case of Founder Members, Associate Founder Members and Junior Associate Founder Members, the election of new members shall be governed by the following provisions:

20.1. Nomination, Introduction and Election

The nomination, introduction and election of new members shall be regulated by the Regulations formulated in that regard from time to time.

20.2. Election under Misrepresentation or Mistake

If at any time after the election of a candidate it shall appear that he has been elected under a misrepresentation, or mistake as to identity, or to materially incorrect information as to his character or position, the Main Committee shall be entitled to treat the election of such person as a member as being null and void *ab initio*. Such person shall thereupon cease to be a member, and shall have no claim against the Club for damages, return of entrance fees or subscriptions then paid, or on any other grounds whatever, save that the Main 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 payments which have then been paid to the Club by such member.

20.3. Use of the Club by Candidates

A candidate for election whose application has been approved for election by the Main Committee shall be entitled to make use of the amenities of the Club until such election takes place, and upon payment of such amount as shall be determined by the Main Committee. The amount so paid shall not be refunded in the event or the candidate failing to be elected, or having been elected ceasing to be a member in terms of paragraph 19.1 hereof.

20.4. Introduction of Visitors by Candidates

A candidate for election shall not be entitled to introduce guests to the Club.

20.5. **Candidates Bound by the Constitution and Regulations**

The payment by or on behalf of a Member of his subscriptions shall be deemed to be an acknowledgement by such Member that he knows, understands and is bound by this Constitution, the Regulations made hereunder, and all enactments made by the Club from time to time.

20.6. **Reapplication**

A Candidate, whose application for Membership of the Club is rejected by the Main Committee, shall not again be nominated for Membership of any class until the expiry of a period of six months from the date of such rejection.

20.7. **Maximum Number of Members**

The Main Committee may in its discretion, limit and determine the maximum number of Members of the Club and the maximum number of Members of any class of Membership other than Founder, Associate Founder or Junior Founder, (except as otherwise provided for in this Constitution) and may vary such determination from time to time.

Where the membership of the Club has been limited by the Main Committee and further applications for membership are received, the Main Committee may cause a waiting list of applications to be established. The operation of such waiting list shall be regulated by the Regulations formulated in that regard from time to time.

21. **DISCIPLINE**

Should any member in the opinion of the Main Committee, commit any breach of the Constitution or Regulations of the Club, or be guilty of improper, dishonest,

unsportsmanlike, unseemly, or objectionable conduct, or conduct likely to reflect discredit on the Club, any Committee or the Members, or of conduct which is prejudicial to the interest or reputation of the Club, or of conduct unbecoming a lady or gentleman, whether within the Club's precincts or outside them, the Main Committee shall have the power:

- 21.1. to reprimand such member;
- 21.2. to deprive such member of all or any rights and advantages of his Membership during such time or period as the Main Committee in its sole and absolute discretion may deem fit;
- 21.3. to suspend such member for such period as it may deem fit;
- 21.4. to request such member in writing to resign and, if he fails to resign within seven days of the date of such request, to expel such member;
- 21.5. to expel such member;
- 21.6. to declare such member ineligible for re-election.

22. EXERCISE OF POWERS BY COMMITTEE

In exercising the powers conferred by paragraph 21 hereof, the Main Committee shall be bound by the following provisions:

- 22.1. any action taken by the Main Committee under the provisions of 21.2, 21.3, 21.4 or 21.5 above shall not entitle any member so dealt with, to a refund in either part or whole of any entrance fee, levy or subscription which has been paid in terms of this Constitution;
- 22.2. no member shall be dealt with in terms of the provisions of 21.1, 21.2, 21.3, 21.4 or 21.5 above, unless and until the Main Committee shall have given him an opportunity to appear before it at such time and place as it may deem

fit to explain or justify his conduct, and at such hearing the Main Committee shall determine the procedure to be adopted. The Main Committee shall have power to summon any member or any other person to appear before it to give evidence for or against such member, and any such member shall have the like power to tender the evidence of any member or any other person he may deem fit. Such member shall not be entitled to any representation at such hearing;

- 22.3. for the purpose of considering the suspension or expulsion of a Member in terms of the provisions of 21.3, 21.4 or 21.5 above, a quorum of six members of the Main Committee shall be necessary and such Member shall be suspended or expelled only upon the vote of a majority of two thirds of those present at such meeting voting by ballot;
- 22.4. it shall not be incumbent upon the Main Committee to state their reasons for such suspension or expulsion, and no Member suspended or expelled shall have a cause of action for alleged wrongful suspension or expulsion arising from such suspension or expulsion;
- 22.5. the name of any Member suspended or expelled in terms of the provisions hereof may be posted on the Club's notice board for a period of fourteen days, or more, reckoned from the date of such suspension or expulsion.

23. ANNUAL GENERAL MEETING

- 23.1. There shall be an annual general meeting of all Members of the Club, which shall be held in the Club premises within a period of five months of the end of the preceding financial year, to transact the following business:
 - 23.1.1. receive the minutes of the previous annual general meeting;
 - 23.1.2. receive the report of the Main Committee on the affairs of the Club;
 - 23.1.3. receive the annual audited financial statements for the preceding year;

- 23.1.4. receive the report from the Fund Governors of the Phoenix Fund on the affairs of the Phoenix Fund for the preceding year;
- 23.1.5. elect members to the Main Committee;
- 23.1.6. elect members of the Fund Governors;
- 23.1.7. appoint an auditor;
- 23.1.8. transact any other business, of which due notice shall have been given in terms of paragraph 23.3 hereof;
- 23.1.9. consider any business concerning the affairs of the Club;
- 23.2. the notice of the annual general meeting of Members shall be in writing and shall be posted, faxed or e-mailed to all those entitled to receive it, at least fourteen days prior to the date fixed for such meeting and prominently and continuously displayed on the Club Notice Board from the date upon which it is so posted, faxed or e-mailed until the date of the annual general meeting. Accidental omissions to post, fax or e-mail to any Member or non-receipt of any Member of such notice shall not invalidate a meeting otherwise properly constituted;
- 23.3. written notice of any motion which the Main Committee or any Member may wish to bring before the annual general meeting shall be lodged with the general manager of the Club not later than fourteen days before the date thereof, and in the case of a motion proposed by a Member, shall be countersigned by, and express itself to be approved by, not less than four other Members, all of whom are entitled to vote. Such motion shall be incorporated in the notice convening the meeting and shall be prominently and continuously displayed on the Club notice board from the date upon which it is received until the date of the annual general meeting.

24. SPECIAL GENERAL MEETING OF MEMBERS

- 24.1. A special general meeting may be called by the Main Committee at any time, and shall be called by it upon a requisition signed by not less than 25 (twenty five) Members who are all entitled to vote, at the time that the meeting is requisitioned, specifying the purpose and effect of the proposed meeting.
- 24.2. The notice of any special general meeting shall be in writing and shall be posted, sent by email, post or fax to those entitled to receive it, at least fourteen days prior to the date fixed for such meeting and prominently and continuously displayed on the Club's notice board from the date upon which it is posted until the date of the meeting. Accidental omission to post to any Member or non-receipt by any Member of the notice shall not invalidate a meeting otherwise properly constituted.
- 24.3. Notwithstanding the provisions of paragraphs 24.1 and 24.2, the Main Committee, in the case of any business which it in its sole discretion regards as urgent, may call a special general meeting upon such shorter notice as it in its sole and absolute discretion shall determine.
- 24.4. A special general meeting convened on the requisition of Members, shall be convened within thirty days of receipt of such requisition, provided that no such meeting shall be convened if the proposed business of the meeting shall be to consider what in the opinion of the Main Committee is substantially the same as at a general meeting held less than twelve months previously.

25. PROCEEDINGS AT GENERAL MEETINGS OF MEMBERS

- 25.1. **Annual general meetings**

The following provisions shall govern the conduct of all annual general meetings:

- 25.1.1. the quorum shall not be less than fifty Members who are entitled to vote and who are present in person, or online in special circumstances where it is deemed necessary by law or determined by the Main Committee that the annual general meeting be a hybrid or virtual one;
- 25.1.2. should a quorum not be present then the meeting shall stand adjourned to the same day and hour in the following week or, if that day is a Public Holiday, to the next succeeding day other than a Public Holiday, Saturday or Sunday. At the adjourned meeting the Members present and entitled to vote shall be entitled to deal with the business for which the original meeting was convened, and a resolution passed by not less than two-thirds of those Members shall be as valid and effectual as if a quorum were present;
- 25.1.3. the Chairman of the Club shall preside, and failing him the Vice-Chairman, and failing him such member of the Main Committee as is deputed thereto by the Main Committee members who are present;
- 25.1.4. save as is otherwise provided in this Constitution all questions arising at such meetings shall be decided by a majority vote of those Members present who are entitled to vote;
- 25.1.5. each Member present in person and entitled to vote shall be entitled to one vote in any matter upon which a vote is taken;
- 25.1.6. only a Founder Member, Associate Founder Member, and an Ordinary Member shall be entitled to vote;
- 25.1.7. voting shall be by a show of hands, but shall be by ballot if so required by not less than twenty Members present in person who are entitled to

vote, in which case the Chairman shall fix the time and manner of conducting such ballot;

- 25.1.8. in the event of an equality of votes whether on a show of hands or a ballot, the Chairman shall have a second or casting vote in addition to his deliberative vote;
- 25.1.9. the Chairman may adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- 25.1.10. nothing herein contained to the contrary shall confer upon the members attending such meeting, the right to pass any resolution relating to Founder Members, which in terms of this Constitution, is reserved to a meeting of members of that class.

26. **SPECIAL GENERAL MEETINGS**

The following provisions shall govern the conduct of all special general meetings:

- 26.1. the quorum shall be not less than:
 - 26.1.1. 50 (fifty) Members who are entitled to vote and are present in person; and
 - 26.1.2. not less than 50% (fifty *percent*) of the Members who signed the requisition of the meeting as contemplated in paragraph 24.1, or at least 50% (fifty *percent*) of the Main Committee, in the case of a meeting called by the Main Committee;

- 26.2. should a quorum not be present then the meeting shall be dissolved if a quorum is not present within a period of ten minutes from the time appointed for such meeting;
- 26.3. the Chairman of the Main Committee shall preside, and failing him the Vice-Chairman, and failing him such member of the Main Committee as is deputed thereto by the Main Committee Members who are present;
- 26.4. save as is otherwise provided in this Constitution all questions arising at such meetings shall be decided by a majority vote of those Members present who are entitled to vote;
- 26.5. each Member present in person and entitled to vote shall be entitled to one vote in any matter upon which a vote is taken;
- 26.6. voting shall be by a show of hands, but shall be by ballot if so required by not less than twenty Members present in person who are entitled to vote, in which case the Chairman shall fix the time and manner of conducting such ballot;
- 26.7. in the event of an equality of votes whether on a show of hands or a ballot, the Chairman shall have a second or casting vote in addition to his deliberative vote;
- 26.8. the Chairman may adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

27. GENERAL MEETINGS OF FOUNDER MEMBERS

- 27.1. A General Meeting of Founder and Associate Founder Members (hereinafter collectively referred to in paragraphs 27, 28 and 29 as Founder

Members) of the Club may be called by the Main Committee at any time, and shall be called by it upon a requisition signed by not less than either:

27.1.1. 20 (twenty) Founder Members;

27.1.2. 1/5th (one fifth) of the total Founder Members of the Club,

whichever is the lesser and such requisition shall specify the object for which the meeting is called.

27.2. The Notice of any General Meeting of Founder Members shall be in writing and shall be posted, faxed or e-mailed to all those entitled to receive it, at least fourteen days prior to the date fixed for such meeting and prominently and continuously displayed on the Club's notice board from the date upon which it is posted until the date of the General Meeting.

Accidental omissions to post, fax or e-mail to any Founder member or non-receipt by any Founder Member of the notice shall not invalidate a meeting otherwise properly constituted.

28. BUSINESS OF GENERAL MEETINGS OF FOUNDER MEMBERS

It shall not be competent for a meeting of Founder Members to pass any resolution whatever affecting the Club, save the following:

28.1. authorising an increase in subscriptions of Founder Members, Associate Founder Members, or Junior Associate Founder Members beyond an amount which is equivalent to three-quarters of that payable by an Ordinary member or a Junior Member respectively;

28.2. authorising a diminution of the rights and privileges of Founder Members, as more fully defined herein.

29. PROCEEDINGS AT GENERAL MEETINGS OF FOUNDER MEMBERS

The following provisions shall govern the conduct of all General Meetings of Founder Members:

- 29.1. the quorum shall be 25 (twenty five) Founder Members who are present in person;
- 29.2. should a quorum not be present, the meeting shall stand adjourned to the same day and hour in the following week, or, if that day is a Public Holiday, to the next succeeding day other than a Public Holiday, Saturday or Sunday. At the adjourned meeting the Founder members present shall be entitled to deal with the business, for which the original meeting was convened, and a resolution passed by a simple majority of those Founder Members shall be a valid and effectual as if a quorum were present;
- 29.3. the Chairman of the Club shall preside and failing him, the Vice-Chairman and failing him, those present shall elect a Chairman from among their number, to preside at the meeting;
- 29.4. all questions arising at such meeting shall be decided by a majority vote of Founder Members who are present;
- 29.5. each Founder Member present shall be entitled to vote in any matter upon which a vote is taken;
- 29.6. voting shall in all cases be by show of hands;
- 29.7. in the event of an equality of votes, the Chairman (if he has a vote) shall have a second or casting vote in addition to his deliberative vote;
- 29.8. the Chairman may, with the consent of the Meeting, adjourn the same from time to time, and from place to place, but no business shall be transacted at

any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

30. MAIN COMMITTEE

The day to day administration, management, conduct and control of the Club's affairs thereto, shall vest in the Main Committee which shall consist of not less than 8 (eight) nor more than 12 (twelve) eligible members.

31. ROTATION OF MEMBERS

Each elected member of the Main Committee shall be elected for a period of three years and shall cease to be a member of the Main Committee at the conclusion of the Annual General Meeting in the year three years after that in which that member was elected.

Each member of the Main Committee appointed or co-opted by the elected members of the Main Committee shall cease to be a member of the Main Committee at the conclusion of the Annual General Meeting following his selection.

32. PROCEEDINGS OF THE MAIN COMMITTEE

The following provisions shall govern the conduct of all meetings of the Main Committee:

- 32.1. the quorum shall be 50% (fifty percent) of the members of the Main Committee who are present in person, or online in special circumstances where it is deemed necessary by law or by the Main Committee that the meeting be a hybrid or virtual one;
- 32.2. the Chairman of the Club shall preside and failing him, the vice-Chairman, and failing him, those present shall elect a Chairman from among their number to preside at the meeting;

- 32.3. save as is otherwise provided in this Constitution, all questions arising at such meeting shall be decided by a majority vote of those present;
- 32.4. each member of the Main Committee present in person shall be entitled to one vote in any matter upon which a vote is taken;
- 32.5. voting shall be by show of hands, but shall be by ballot, if so required by the provisions of this Constitution or by a simple majority of those present at the meeting;
- 32.6. the Chairman shall not have a casting vote;
- 32.7. a co-opted or appointed member of the Main Committee shall not have any vote if such co-option or appointment results in the number of members of the Main Committee exceeding 12 (twelve).

33. INDEMNITY OF MAIN AND OTHER COMMITTEE MEMBERS

Upon and by virtue of being elected to the Main Committee or any other committee, the Club shall be deemed to have indemnified and held harmless each member of the Main Committee or any other Committee in his personal capacity, and the Main Committee or any other Committee as a whole (as it is constituted from time to time) against any Claim which the Club or its Members, agents or servants may suffer attributable to the actions of the Main Committee or other Committee or any Member thereof, save where the Main Committee or other Committee or any Member thereof shall have acted in bad faith or is grossly negligent, reckless or wilful, provided that any member of the Main Committee or other Committee who has not acted in bad faith or has not been grossly negligent, reckless or wilful, shall continue to be indemnified.

34. NOMINATION AND ELECTION

No Member eligible for election to the Main Committee shall be nominated unless:

- 34.1. such Member has been nominated in writing as a candidate by two Members who are eligible to vote at general meetings;
- 34.2. such Member has signified in writing a willingness to accept office if elected;
- 34.3. the nomination and acceptance have been delivered to the Manager by 17h00 on the same day of the second preceding week in which the annual general meeting is due to take place;
- 34.4. the nomination and acceptance have been prominently and continuously exhibited on the notice board of the Club from the time it is received until the conclusion of the annual general meeting;
- 34.5. notwithstanding the provisions of paragraphs 34.1 to 34.3 hereof, retiring members of the Main Committee (including co-opted Members) who offer themselves for re-election, shall be eligible for re-election without nomination or compliance with any of the formalities set out in those sub-paragraphs;
- 34.6. if more candidates are nominated than the number of vacancies, the election shall be by majority vote by way of a ballot upon such terms and conditions as shall be prescribed by the Chairman in his sole and absolute discretion;
- 34.7. in the event of a vacancy occurring on the Main Committee for any reason, such vacancy may be filled by a qualifying member appointed or co-opted by the Main Committee in its sole discretion. A Member becoming a member of the Main Committee in terms of this paragraph shall hold office for the uncompleted period of the year concerned.

35. DUTIES OF THE MAIN COMMITTEE

The Main Committee shall:

- 35.1. at its first meeting after each annual general meeting elect from among its number a Chairman and vice-Chairman of the Club who shall hold office until the conclusion of the succeeding annual general meeting;
- 35.2. meet regularly but not less than six times per year;
- 35.3. ensure that proper records of the functioning of the Club are maintained and proper minutes are kept of its meetings;
- 35.4. maintain banking or other accounts in the name of the Club into which all monies shall be deposited as soon as possible after receipt thereof. All payments on such accounts shall be by Electronic Funds Transfer (EFT) duly authorized by two elected members with the necessary permissions;
- 35.5. cause the Club's books of account to be audited by a registered public accountant who shall audit the books of the Club, at such intervals as the Main Committee may require, but not less frequently than once in each financial year;
- 35.6. ensure that the Club maintains adequate fidelity insurance with a reputable insurance company and shall cause any employee occupying a position of trust in the service of the Club to furnish a fidelity bond, the premiums of which shall be paid by the Club;
- 35.7. cause to be kept a Membership register, proper books of account and such other registers, books or documents as shall be required by law from time to time;
- 35.8. review Management's duties and levels of authority, from time to time, in accordance with the applicable service contracts, from time to time, with Management.

36. POWERS OF THE MAIN COMMITTEE

The Main Committee shall, in addition to the power specially conferred upon it elsewhere in this Constitution, have the following powers (and qualified as set out in paragraph 36.22):

- 36.1. to fill such vacancy or vacancies in its numbers as may occur in accordance with the provisions of paragraph 34.7 hereof;
- 36.2. to form sub-committees for special purposes, to delegate to such sub-committees all or any of the powers and duties of the Main Committee from time to time, and to vary the rights and duties of such sub-committees from time to time;
- 36.3. to co-opt to the Main Committee or to any sub-committee, members of the Club who have particular aptitude or qualifications to serve thereon, or particular enthusiasm for any particular function or tasks;
- 36.4. to make, vary and rescind rules not inconsistent with this Constitution, for the management of the Club's affairs, the use of its facilities by its members, and generally for arranging good management and administration of the Club and all its activities and functions;
- 36.5. to engage employees for the Club, to enter into service contracts with them, upon such terms and conditions as it shall think fit, to control, suspend and dismiss such employees, and to vary their terms of employment from time to time;
- 36.6. to apply to any court, or other authority for the grant, renewal, extensions or modification of any licence or right that the Club may require from time to time, and to do such things as are necessary to maintain and protect the same;

- 36.7. to appoint and employ professional advisors, to determine their remuneration, and vary any such appointment from time to time;
- 36.8. to institute, conduct, defend, compound or abandon any legal proceedings by and against the Club, or its officers or otherwise concerning the affairs of the Club, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demand by or against the Club;
- 36.9. to refer any claim or demand by or against the Club to arbitration, and to perform or refuse to perform the award;
- 36.10. subject to paragraph 36.22, to borrow or raise money in such manner, to such extent and for such purposes as it shall think fit;
- 36.11. subject to paragraph 36.22, to provide security for any indebtedness of the club, to guarantee the obligations to others and in particular to mortgage, pledge, charge or hypothecate any of the assets of the Club and to issue debentures or debenture stock;
- 36.12. to invest, lend and deal with any monies of the Club not immediately required for the purposes of the Club, upon such securities and on such terms as it may think fit, and from time to time to vary, transpose or realise such investments;
- 36.13. to sell, lease, exchange, alienate, or otherwise dispose of any of the assets of the Club whether movable or immovable provided that no sale of land or the whole, or the greater part of the Club's assets shall be of any force or effect, unless and until the same has been ratified and confirmed by 75% (seventy five *percent*) of those present voting by ballot, at a General Meeting of Members;
- 36.14. to determine, impose, vary, alter, or change entrance fees, subscriptions and levies and grant rebates thereof and suspend or defer payment thereof;

- 36.15. to regulate and control the management of the Club, and to take such action as is necessary to exercise its rights, to discharge its obligations, and to ensure that it complies with the requirements of any law;
- 36.16. subject to paragraph 36.22 to draw, endorse, make and execute bills of exchange, promissory notes, cheques acknowledgements of debt and other negotiable instruments in the name of or on behalf of the Club, and to negotiate and deal with the same in its sole discretion; to give receipts, releases, and other discharges for monies payable to the Club, or in respect of any claims which others have against it;
- 36.17. to establish, support, amend, join or subscribe to pension, medial aid, retirement or other trust funds, association or institutions established for the benefit of clubs, generally, the Club in particular, the members or employees thereof, and their dependants or families; to grant pensions, allowances, grants, gratuities, subsidies and honoraria to such persons, and to do all things which directly or indirectly improve their working or living conditions;
- 36.18. to decide such disputes between members as shall be referred to it by the members concerned, provided that any decisions reached by the Main Committee shall be final and binding;
- 36.19. to subscribe and make payments or donations to charitable or benevolent institutions or for any public or useful object;
- 36.20. without prejudice to the generality of the foregoing, save where any power is vested in the Fund Governors, the Members, by law, or otherwise reserved or qualified by this Constitution, to exercise the various powers vested in the Club or as provided for in terms hereof;
- 36.21. the powers vested in the Main Committee in terms of this paragraph shall be exercised subject to the restrictions imposed in the proviso to paragraph 5 and in paragraph 6 hereof;

- 36.22. notwithstanding anything to the contrary expressly or implied provided for herein, but except as provided in paragraphs 36.8 and 36.9, the Main Committee may not borrow, raise or lend money, provide security, guarantee obligations, mortgage, pledge, charge, hypothecate or in any other way authorise or incur any expenditure or liability in excess of R5,000,000.00 (five million rand) without the prior approval of 75% (seventy five *percent*) of Members voting in favour of such expenditure at an Annual or General Meeting of Members called for that purpose irrespective of whether there has been any approval for such expenditure by the Fund Governors or not. The R5,000,000.00 (five million rand) shall be increased annually by an amount which bears the same proportion to any increase in the consumer price index calculated as from the date of inception of this constitution up to any date in question upon which any limit in question is to be calculated, but shall not be decreased.

37. **SUB-COMMITTEES**

No committee of the Club may have rules, regulations, bylaws or the like inconsistent with this Constitution or which endeavour or purport to denigrate or prejudice the powers of the Main Committee and all Committees of the Club shall be subject to the autonomy of, and shall report to, the Main Committee, which may appoint, disband or dissolve any Committee of the Club. Notwithstanding the foregoing, there may, subject to the prior, and continuing, approval of the Committee be sporting or other sub-committees of the club, the members of which may be entitled to special or subsidized entrance fees, subscriptions, levies or the like.

38. **GUESTS**

Members shall be entitled to introduce guests to the Club, subject to such limitations, terms and conditions as are imposed by law, this Constitution, the Regulations, or the Main Committee from time to time and in particular subject to the following terms and conditions:

- 38.1. the member introducing the guest shall be solely responsible for any damage or loss suffered by the Club directly or indirectly, as a result of the use by the guest of the Club's premises, and shall make good such damage or loss on demand;
- 38.2. a member introducing a guest shall remain continuously in the company of such guest throughout the period during which the guest makes use of the facilities of the Club or is physically on the premises of the Club;
- 38.3. a member introducing a guest shall ensure that such guest behaves in all respects in a manner befitting the Club, and which will not cause offence, annoyance or inconvenience to any other person lawfully on the premises of the Club;
- 38.4. a guest shall not be entitled to make payment to the Club or any of its members or employees of any sum whatever arising from his use of the premises or facilities of the Club, and the member introducing such guest, shall be solely responsible therefor;
- 38.5. by introducing a guest to the premises, a member shall be deemed to indemnify the Club, and hold it harmless from any damage which such guest may suffer while on the premises from whatever cause arising, unless such damage shall result from the gross negligence of the Club or its servant or agent;
- 38.6. no person shall be introduced to the Club as a guest more often than once in each calendar month, and the onus shall be on the member introducing such guest to ensure that no contravention of this sub-paragraph occurs;
- 38.7. no member shall introduce a guest to the Club whose application for membership has been rejected or suspended, or who has been suspended or expelled from the Club, or resigned at the request of the Committee;

- 38.8. a member introducing a guest shall ensure that such guest complies with all formalities required by the law, by the Constitution, by the Regulations made hereunder or by the Main Committee from time to time;
- 38.9. no member shall introduce a guest unless he is satisfied that such guest is dressed in a manner which accords with the dress regulations of the Club.

39. MANAGEMENT

- 39.1. The Main Committee may appoint a general manager and such other managers and employees of the Club as it may, from time to time, consider appropriate.
- 39.2. The rights and duties of Management and the other employees of the Club shall be dealt with in appropriate service contracts or letters of appointment.
- 39.3. The Main Committee may control, suspend and dismiss such Management and other employees and vary their terms of employment, from time to time, as it may think fit, but subject to applicable legislation.
- 39.4. The Main Committee may, from time to time, delegate (with or without the right to sub-delegate) such of its powers, functions and authorities as it may consider appropriate to any one or more members of Management and may, from time to time, revoke or vary all or any of such delegated powers, functions and authorities.

THE PHOENIX FUND

40. OBJECTS OF THE PHOENIX FUND

The objects of the Phoenix Fund shall be:

- 40.1. to receive the net proceeds received by the Club from the sale or disposal in any way by the Club of any of its immovable property;

- 40.2. to receive any other monies placed therein by the Committee;
- 40.3. to establish a Fund with the cash and assets so received from time to time for the sole purpose of promoting, fostering and advancing the interests of the Club and its members in the manner, to the extent and subject to the limitations hereinafter set out;
- 40.4. to cause the Fund to be invested and managed by Fund Managers responsible to and chosen from time to time by the Fund Governors. The Fund Managers and the Fund Governors shall collectively have as their prime objective the preservation of the capital of the Fund, while maximizing income flow and they shall meet together at least quarterly;
- 40.5. to cause income which accrues to the Fund over and above that required for the preservation of the capital to be available for the provision of social or recreational amenities or facilities for the Club and its Members and without prejudice to the generality of this object to utilise the same for -
 - 40.5.1. the repair, renovation, maintenance, refurbishment, replacement, modernization and improvement of the buildings and erections on the Club's immovable property, and all movable assets thereon or therein;
 - 40.5.2. the construction and provision of such additional facilities, and amenities of the Club as will improve and enhance the Club for the benefit of its Members;
 - 40.5.3. the subsidization of the operating costs of the Club so as to effectively minimise the subscriptions payable by its Members;
 - 40.5.4. the updating and extension of the facilities offered by the Club to its Members from time to time to keep it in line with developments and trends within the Club industry and hospitality industry generally;

- 40.5.5. the improvement and refinement of the service rendered by its staff to the Members of the Club;
- 40.5.6. the acquisition by the Club of additional assets whether movable or immovable.
- 40.6. to cause the capital of the Fund or portion thereof to be spent or otherwise utilized for the benefit of the Club and its Members in any one or more of the respects referred to in paragraph 40.5, provided that no expenditure of capital whatsoever shall be made save with the express approval of 75% (seventy five percent) of those present at an Annual General Meeting or a General Meeting convened for that purpose.

41. THE PHOENIX FUND BOARD

- 41.1. The Fund shall be administered by a Board of 5 (five) Fund Governors (hereinafter referred to as “the Fund Governors”), who shall be:
 - 41.1.1. the Chairman for the time being of the Club or his nominee;
 - 41.1.2. a Member, who is not then a member of the Main Committee, to be appointed by the Main Committee for such period as determined by the Main Committee;
 - 41.1.3. 3 (three) Members who are not then members of the Main Committee to be elected at an Annual General Meeting;
 - 41.1.4. the members who are nominated for election to office in terms of paragraph 41.1.3 shall be members whose election shall be dealt with in the same manner as Main Committee elections in terms of paragraph 34;
- 41.2. A Fund Governor appointed in terms of paragraph 41.1.2 or elected in terms of paragraph 41.1.3 shall hold office for a period of 3 (three) years and shall

cease to hold office at the conclusion of the Annual General Meeting in the year 3 (three) years after that in which the Fund Governor was appointed or elected;

A Fund Governor retiring from office shall be eligible for re-nomination or re-election.

41.3. In the event of a vacancy occurring on the board of Fund Governors for any reason, such vacancy may be filled by the Main Committee in its sole discretion. A member appointed to the board of Fund Governors in terms of this paragraph shall hold office for the uncompleted period of the year concerned.

41.4. A member of the board of Fund Governors shall automatically cease to hold office:

41.4.1. should he become a member of the Main Committee;

41.4.2. should he be removed from office at a General Meeting;

41.4.3. should he resign by written notice to the Main Committee and the remaining members of the board of Fund Governors;

41.4.4. should he cease to be a Member.

42. THE POWERS OF THE FUND GOVERNORS

42.1. The Fund Governors shall have power:

42.1.1. to invest the funds of the Fund from time to time;

42.1.2. subject to the provisions of paragraphs 42.10 and 42.11 hereof, to borrow money for the benefit of the Fund and as security for

repayment thereof and interest thereon to mortgage or charge any of the assets of the Fund;

- 42.1.3. subject to the provisions of paragraph 42.10 and 42.11 hereof, to advance monies to the Club on terms and conditions stipulated by the board of Fund Governors;
- 42.1.4. to vary, change, transpose or otherwise deal with the assets belonging to the Fund;
- 42.1.5. to open and operate a banking account in the name of the Fund;
- 42.1.6. subject to the provisions of paragraph 42.10 to guarantee obligations and provide suretyships;
- 42.1.7. to apply the Fund's income, or any portion thereof, to such extent and in such manner as in the discretion of the Fund Governors may seem to be necessary or expedient in the interests of the Fund and in the furtherance of the objects thereof;
- 42.1.8. to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or concerning the affairs of the Fund;
- 42.1.9. generally to do all such acts as the Fund Governors may deem necessary or expedient in the interests of the Fund and in the furtherance of the objects thereof;
- 42.1.10. the Fund Governors' power to borrow or advance money, to guarantee obligations, or provide suretyships shall not be exercised save with the prior approval of 75% (seventy five *percent*) of members present at a General Meeting convened for that purpose;

42.1.11. nothing in paragraph 42.3 shall preclude the Fund Governors from advancing bridging finance on a short term basis to the Club.

42.2. The board of Fund Governors shall not have the power to:

42.2.1. acquire movable property for letting purposes or engage in any trading operations, commercial or speculative transactions;

42.2.2. give guarantees and enter into suretyships other than in respect and on behalf of the Club itself.

43. LIAISON WITH THE CLUB COMMITTEE

The Fund Governors shall exercise their rights, fulfil their obligations and carry out their duties in accordance with the following express *modus operandi*:

43.1. no right vested in the Fund Governors shall be exercised by them *ex mero moto* and they shall in no circumstances be entitled to initiate any scheme or proposal;

43.2. all schemes or proposals, which fall within the objects of the Fund, shall be initiated and introduced by the Main Committee who shall lay such proposals before the Fund Governors from time to time for their consideration;

43.3. all schemes or proposals shall be fully motivated and supported by all such supporting documentation, data, research, costing and estimates as are reasonably necessary to enable the Fund Governors to evaluate the scheme or proposal and reach a decision in connection therewith;

43.4. if so required by the Fund Governors a joint meeting of the Main Committee and the Fund Governors may be convened by the Fund Governors to enable the Main Committee to amplify any scheme or proposal to the extent required by the Fund Governors;

- 43.5. the decision of the Fund Governors in respect of any scheme or proposal placed before them shall be final and binding upon the Fund, the Main Committee, the Club and the Members, and the Fund Governors shall have the right to:
- 43.5.1. reject the scheme;
- 43.5.2. approve the scheme in its original or such amended, varied or alternative form, as they shall decide in their sole and absolute discretion;
- 43.5.3. refer the scheme or proposal back to the Main Committee with the request that it be amended, varied or presented in an alternative form for further consideration by the Fund Governors;

44. MEETINGS OF THE FUND GOVERNORS

- 44.1. The Fund Governors shall meet as and when necessary, but in any event at least once a quarter in each year, and at meetings thereof a majority of Fund Governors in office shall form a quorum. Minutes of such meetings shall be kept in a minute book provided for that purpose and at least 7 (seven) days' notice shall be given of a meeting unless all Fund Governors waive such notice.
- 44.2. At its first meeting after each Annual General Meeting of the Club, the Fund Governors shall elect a Chairman and Deputy Chairman, each of whom shall hold office until the date of the next succeeding Annual General Meeting of the Club. The Chairman of any meeting shall have a deliberative but not a casting vote.
- 44.3. Decisions shall be taken by a majority vote of the Fund Governors present at a meeting. A written resolution signed by all the Fund Governors shall have the same effect as if passed at a meeting.

45. OTHER FUNCTIONS OF THE FUND GOVERNORS

- 45.1. The Fund Governors may appoint, either from amongst their number or otherwise, a Secretary to the Fund, and may engage such other persons or employees as they may deem necessary and may disburse whatever sums are required for the administration of the Fund.
- 45.2. The Fund Governors shall provide a comprehensive written report on their activities and financial status of the Fund to the Main Committee at the end of each quarter and to the Members at the Annual General Meeting.
- 45.3. The Fund Governors may appoint from their number one or more sub-committees and may delegate limited powers to such sub-committees.
- 45.4. No Fund Governor shall, in any way, be liable for a loss or damage that may be suffered by the Fund, either as a result of any investment of any of the funds of the Fund, or through any act or omission either by himself, or of any other Fund Governor unless the same happens through his own fraud or dishonesty.

46. CLUB HONOURS

In acknowledgement of distinguished service by a Member to the Club, the Main Committee may confer honorary status to such Member and recognize them on an honours board. The different classes of honorary membership and the privileges conferred upon such honorary member shall be determined by the Main Committee from time to time.

47. PAYMENTS FOR SERVICES BY MEMBERS

The following provisions shall govern the provisions of services and the sale of commodities by the Club to Members:

- 47.1. save where the Main Committee has authorised the granting of credit to Members, all expenses incurred by a Member shall be discharged in full by the Member concerned before he leaves the Club's premises;
- 47.2. where the Main Committee has authorized the granting of credit to Members for particular functions, and a Member has availed himself of such facilities, the indebtedness of that Member to the Club shall be discharged in full within thirty days of dispatch to him or her of an account setting out his indebtedness;
- 47.3. in the event of a Member failing to pay any amount due by him or her within the time stipulated, Management shall give such Member fourteen days written or e-mail notice to pay, failing which Management may, after obtaining the written approval of the Main Committee, cause his or her name to be posted on the Notice Board of the Club as a defaulter in terms of this paragraph;
- 47.4. in the event of a Member failing to discharge his or her indebtedness to the Club within fourteen days of having his or her name posted in terms of paragraph 47.3 he or she shall *ipso facto* cease to be a Member of the Club;
- 47.5. the Main Committee shall be entitled in its sole discretion to readmit to Membership a Member who has ceased to be a Member in terms of paragraph 47.4 above upon payment of the Member's indebtedness, and upon a satisfactory written explanation for the default being offered and accepted by the Main Committee;
- 47.6. nothing contained herein shall, and shall not be deemed to, prejudice the right of the Main Committee, on behalf of the Club to procure that Management institutes legal action against a defaulting Member for the recovery of any amount due to the Club at any time.

48. GAMBLING

The following provisions shall govern gambling, betting and the wagering of stakes;

- 48.1. No game of chance shall be played upon the premises of the Club save with the approval of the Main Committee.
- 48.2. No wager or stake of any kind shall be competed for upon the premises of the Club upon the outcome of any game or competition which is not one of the sports ordinarily catered for by the Club, whether or not such game or competition is one predominately of skill or chance.
- 48.3. Members shall be entitled to compete for a stake in connection with any sport in which they are actually participating, provided such stake is of moderate value or amount, it being the policy of the Club that gambling and betting for high stakes can be prejudicial to good sportsmanship and Club spirit.
- 48.4. The Main Committee shall decide from time to time in its sole and absolute discretion as to what is a stake of moderate value or amount.
- 48.5. Nothing contained in this paragraph shall be deemed to permit a member to wager a stake upon the outcome of any sport ordinarily played at the Club, in which that member is not actually competing.

49. USE OF CLUB PREMISES FOR BUSINESS PURPOSES

- 49.1. Function rooms of the Club may be reserved and used by Members for their private business purposes subject to such conditions, rules and restrictions as may be conveyed to the Member by the Club from time to time.
- 49.2. In general the facilities of the Club shall be used by Members for their social, leisure and sporting enjoyment without the conduct of business activities by

other Members. In particular, and without limiting the generality of the foregoing:

- 49.2.1. no advertisements or notices of any kind shall be affixed to the Club Notice Board save by or on behalf of the Main Committee or with the Main Committee's express approval;
- 49.2.2. no Member shall use or permit the use of the Club's address for business correspondence, or in any advertisement;
- 49.2.3. no Member may utilize the Club's Membership listing to generate unsolicited mail or communications to other Members for business purposes.

50. DAMAGE TO PROPERTY

A Member shall be liable for, and shall reimburse or compensate the Club for any loss or expense which the Club shall have suffered by virtue of damage caused to the Club's property by such Member or any of his guests or invitees and the Club shall be entitled to debit the Member's account with the amount of such loss or expense.

51. RECIPROCITY

The Main Committee shall be entitled to conclude reciprocity agreements with other Clubs, upon such terms and conditions as it shall decide.

52. FINANCIAL YEAR

The financial year of the Club shall be determined by the Main Committee from time to time.

53. **LIQUIDATION**

- 53.1. The Club may be wound up by a resolution passed by not less than 75% (seventy five percent) of the Members present in person at a special general meeting called for that purpose, of which not less than 30 (thirty) days' notice has been given.
- 53.2. At such meeting, those Members present may appoint a liquidator to wind-up the affairs of the Club.
- 53.3. The Main Committee shall be responsible for oversight of the winding-up or dissolution of the Club. Additionally the Main Committee will determine the company, society or association to which any residue of net assets should be transferred as contemplated in paragraph 6 above.

54. **GENERAL**

- 54.1. This Constitution constitutes the sole constitution of the Club and supersedes and replaces all prior constitutions, or similar documents, of the Club.
- 54.2. The Constitution shall be amended, added to, altered or varied only in accordance with the following provisions:
 - 54.2.1. the provisions of this Constitution which create rights and obligations of Founder and Associate Founder Members shall be amended, added to, altered or varied only by a general meeting of Founder Members and in accordance with the provisions of paragraphs 27, 28 and 29;
 - 54.2.2. all other provisions of this Constitution shall be amended, added to, altered or varied, by a majority of 75% (seventy five *percent*) of Members present and entitled to vote at any general meeting which may be called in terms of this Constitution, and particulars whereof have been given in the notice convening the same;

- 54.3. If any doubt or dispute shall arise over the proper interpretation of any provision in this Constitution, the matter shall be referred to the Main Committee, whose decision shall be final.
- 54.4. In the event of any provision of this Constitution being in conflict at any time with any law, such provision shall be of no force or effect and shall be deemed to be pro non scripto. The Club shall exercise its powers and carry on its activities subject to applicable legislation from time to time.
- 54.5. No Member shall be bound by any express or implied term, representation, warranty, promise, or the like, not recorded herein.
- 54.6. No custom or method of administration or regulation may be used to modify, interpret, supplement or alter in any manner the express terms of this Constitution.
- 54.7. No indulgence, delay or omission in exercising rights in terms hereof shall impair such rights, constitute a waiver of such rights, provide a basis for estoppel nor preclude any other or further exercise or strict enforcement of such right or any other rights hereunder. No waiver of rights will be valid unless signed by the Main Committee and it shall then only be a valid waiver for the specific instance for which given and not for any other or succeeding instance in relation to the identical or any subject matter, unless this is expressly provided for in the waiver.
- 54.8. The Members shall at all times do all such things, perform all such acts and take all such steps to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Constitution.
- 54.9. The expiry or termination of this Constitution shall not prejudice the rights of the Club in respect of any antecedent breach or non-performance by a Member of his or her obligations to the Club as provided for herein.

- 54.10. Any remedy provided for herein may be exercised separately from, or concurrently with, any other remedy herein. The exercise of one remedy is not an election of that remedy to the exclusion of any other remedy contained herein or otherwise available at law.
- 54.11. Each provision in this Constitution is entirely separate, and separately enforceable, from each other provision hereof and shall in no way be limited or restricted by reference to or inference from any other term or provision of this Constitution.
- 54.12. If any term or provision of this Constitution shall be found to be void, illegal or unenforceable then, notwithstanding, the remaining terms and provisions hereof shall be and remain binding.
-