



CONSTITUTION

AMENDED

29th May 2014

1. The name of the Club is the **WHITE RIVER COUNTRY CLUB** (hereinafter referred to as the Club).
2. The registered office of the Club will be situate on the farm, The Links, No. 68-JU, in White River in the Mpumalanga Province of the Republic of South Africa.
3. The objects of the Club are:
 - 3.1 To provide ground, premises and facilities for all branches of sporting, cultural and social activities as are required by the members, present or future, and to prepare and lay out such grounds and other facilities in connection therewith.
 - 3.2 To let out on hire the Club facilities for any purpose whatsoever.
 - 3.3 To borrow or raise money in such manner as the Club shall deem fit, either on security or unsecured, and if so deemed necessary, to secure the repayment of any monies so borrowed or raised as shall be thought fit, by means of subscriptions, donations, contributions, mortgage bonds, bequests and debentures charged upon the whole or any part of the property, assets and revenue of the Club, both present and future, and to give and grant to the subscribers, donors, mortgagees, debenture holders and others, such rights, benefits and privileges as the Club may deem fit to give and grant.
 - 3.4 To lend, invest or otherwise deal with the monies of the Club not immediately required, into such securities and in any manner as may from time to time be determined and to purchase or otherwise acquire and to hold for purposes of investment, any lands, bonds or securities issued by any local, municipal, public, provincial or government body and realize or dispose of same.
4. The income and property of the Club whensoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Constitution, and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus, profit or otherwise to the members of the Club, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servant of the Club or to any member thereof in return for any services actually rendered to the Club.
5. If, upon winding up or dissolution of the Club, there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, determined by the members of the Club, at or before the time of dissolution, and in default thereof, by an Order of the Provincial Division of the Supreme Court of South Africa having jurisdiction.

6. **MEMBERS, SUBSCRIPTIONS AND VOTING RIGHTS**

There shall be the following classes of membership, irrespective of race, colour or religion, all members entitled to play ALL sports unless otherwise stated below.

- 6.1 **FULL MEMBER** Over 18 and under 60 years of age on May 1st each year.
- 6.2 **FULL FAMILY MEMBER** When a husband and wife are both FULL members, they become eligible for this category. In addition, their children, duly elected, who would normally be classified as juniors, students or national servicemen, are automatically FULL members at no extra cost and who are ineligible to vote, for the duration of time that they qualify as such.
- 6.3 **SENIOR MEMBER** Over 60 years of age on May 1st each year.

- 6.4 **SOCIAL MEMBER** Any person not playing a sport and who is not a Country member.
- 6.5 **JUNIOR** Any person who is under the age of 18 on the date of receipt by the Club Manager of completed application form.
- 6.6 **STUDENT** Any person who is between the age of 18 and 25 and who is in full-time education at a recognized institution and who produces proof of such fact when effecting payment of subscriptions
- 6.7 **COUNTRY MEMBERS** Any person residing 75 kilometers or more from the Club or who are Full members of another Affiliated Sports Club within 75 kilometers. The Affiliated Sports Club must play one or more sports which are played at the Club.
- 6.8 **SECTIONAL MEMBERS** Any person playing a sport for one or more sections, excluding Golf and who is not any other class of Member as stated in Section 6 of the Constitution.

The only classes of members who may vote at any meeting of the Club are Honorary Life, Full, Senior and Home Owners. All other members have no vote and are ineligible to hold office in the Club or sections.

- 6.9 **JUNIOR ANNUAL MEMBERSHIP** shall be open to persons only until the end of the calendar year in which they attain the age of 18 years.
- 6.10 **HONORARY LIFE MEMBERSHIP** which may be confirmed only upon the vote of three quarters of the members present at any General Meeting of the Club, upon a resolution proposed by the Management Committee, of which resolution notice has been given simultaneously with the Notice convening the meeting, as hereinafter provided.
- 6.11 **HOME OWNER MEMBERSHIP.** Any person not having taken up membership with the Club in any other forms and is a stand/home owner of the White River Country Estate.
- 6.12 Such other class of membership having such rights and privileges as the Management Committee in its sole discretion may deem fit.
- 6.13 Liability of members shall be limited to the extent of their outstanding annual subscription.
- 7. Subject to the provisions of Clause 8.3 of this Constitution, subscribing membership shall in the case of each member, endure until the 30th day of April in the year in which membership is granted and which shall be deemed to be automatically renewed annually unless the member concerned has resigned or has terminated his membership in terms of this Constitution.

8. FEES, SUBSCRIPTIONS, DUES AND LEVIES

- 8.1. The Management Committee shall from time to time determine the amount of the Entrance or other fees, subscriptions, dues or levies payable by members in respect of the use and enjoyment of each or any of the activities or facilities of the Club.
- 8.2 Save where otherwise determined by the Management Committee, all annual subscriptions or levies payable by members shall become due and payable on the 1st day of May of the year to which they relate.
- 8.3 Any member who has failed to pay monies owing by him to the Club for a period of sixty (60) days, or such lesser period as may be determined by the Management Committee, after the due date for payment thereof or otherwise provided, shall not, until such monies are paid in full, or terms arranged with the approval of the Management Committee, be entitled to use or enjoy any of the facilities or privileges of the Club.

- 8.4 Any monies owing to the Club by a person under the age of 18 shall, if the parent or parents of that person are members of the Club, be deemed for the purpose of this clause, to be owing jointly and severally by that person and his parent or parents as the case may be.
- 8.5 The Management Committee may, on good cause shown to it, waive, reduce or allow the suspension, in whole or in part, of any of the provisions of this clause, or of the payment of any monies owing to the Club by any member.

9. **RIGHTS OF MEMBERS**

The Management Committee shall from time to time determine the rights and privileges of members generally or of a member of any class of membership, and membership does not and shall not give any member of any class, any right, title, interest, claim or demand in or to any of the monies, property or assets of the Club, but only confer upon such member the right and privilege of entering in and upon the grounds and facilities of the Club, and of using and enjoying the same, in accordance with the use to which same are designated by the Management Committee of the Club, and subject to such reasonable restrictions as the Management Committee may from time to time impose, and subject to the rules and bye-laws of the Club from time to time in force, provided however that nothing herein contained shall prevent the Management Committee from charging a fee or fees in respect of utilization of the grounds or facilities of the Club or any portion or portions thereof, upon occasions when the grounds or buildings of the Club or any portion or portions thereof, shall be used for tournaments, or for other purposes, or let out.

10. **ELECTION OF MEMBERS**

Members of all classes and members who wish to change class, except Honorary Life Members, shall be elected by the Management Committee. Any candidate for election as member of any class, other than Honorary Life Members, shall complete and sign the official application form, and his application shall be proposed by one member of the Club and seconded by another. This form duly completed shall be handed to the Manager of the Club, together with a cheque / cash for all fees due on obtaining membership. The form must be posted on any one of the Club notice boards for a minimum period of fourteen (14) days prior to election.

The application shall be submitted to the respective section committee for approval before being considered by the Management Committee.

Every candidate shall submit in writing such particulars and in such form as the Management Committee may decide. The Management Committee shall have the power in its sole and absolute discretion to reject the application of a person who is desirous of becoming a member, without assigning to the applicant any reason thereof.

The person, whose application is thus rejected in terms of this Clause, shall have no claim whatsoever against the Club on any grounds whatever, but the Management Committee shall make such refund of any monies which were paid by the applicant in connection with his application.

11. **SUBMISSION TO THE RULES OF THE CLUB**

The signed application for membership shall be a distinct acknowledgement on the part of any person, body or organization that he or she has read, understands and is bound by the Rules, Regulations and Constitution and all the Regulations and Bye-laws that have been or may hereafter be made by the Management Committee and that he or she will accept all the rulings of the Management Committee in all cases, and no person or body shall be absolved from the effect of the Constitution or Rules and Bye-laws of the Club, on the plea of not having received a copy or being ignorant of any of the Rules.

12. **TRUSTEES**

All the movable and immovable property shall be vested in and registered in the names of the Trustees.

The Trustees shall hold such property in trust for the Club and shall stand possessed of same and shall apply and dispose for the benefit of the Club in such manner as the Management Committee shall, in conformity with the Constitution, direct.

The Chairman, Vice-Chairman and Treasurer during their term of office, (or in the absence of any of these officers, such persons as may by resolution of the Management Committee, be deputed to act as Trustee), shall be the Trustees of the Club.

All actions or suit-in-law brought by or against the Club shall be in the names of the Trustees hereof, and such Trustees shall sign and execute all Powers of Attorney and all necessary deeds and other documents applicable to the matter for and on behalf of the Club.

13. **MANAGEMENT COMMITTEE**

- 13.1 The management and control of the affairs of the Club, together with the long term physical and financial matters which includes the responsibility for approving the budget proposals of the Management and Greens Committees on a two (2) year plan or a longer period, if appropriate, to ensure that the Club develops in accordance with the demands to be made on its facilities and its financial capabilities. The composition of the Management Committee shall be as follows:
 - 13.2 The Club Chairman, who shall be the Chairman of the Management Committee, and the Club Treasurer. The Vice-Chairman shall be elected by the Members of the Management Committee at the first official constituted Management meeting held after the Annual General Meeting. This election shall be decided by a majority of votes on the show of hands, and in the case of all equality votes, the Chairman has the casting vote.
 - 13.3 The Golf Section Captain, (or in his or her absence, one of the Vice-Captains) the formation of which has received the approval of the Management Committee.
 - 13.4 Greens Chairman to be incorporated into the Management Committee.
 - 13.5 Three (3) additional members elected at the Annual General Meeting who shall be elected for a period of three (3) years, where after they shall be eligible for re-election without nomination. If more candidates are nominated than the number of vacancies, an election shall be held. Each candidate must have been a full member of the Club for a minimum period of three (3) years and eligible to vote.
 - 13.6 The Club Manager, who shall represent the other sporting Sections not represented at the Management Committee, but will have no vote
 - 13.6.1 A serving Director of the White River Country Estate nominated by the Homeowners Association will be co-opted to the Committee with full voting rights. Said nominee would be excluded from pre-qualification necessary under Clause 13.5.
 - 13.6.2 The Management Committee shall have the right to co-opt additional members who the Management Committee may decide would be an asset to the Management Committee through their expertise or skill or their fulfilling an important role in the Club. Such co-opted members shall have no vote on the Management Committee and must retire at the next Annual General Meeting and may not be co-opted for a further year
 - 13.7 No member will be eligible for the office of Club Chairman unless he has been a full member of the Club for a minimum of three (3) years and a Committee member for three (3) years and eligible to vote.

13.8 The Management Committee shall meet a minimum of once a quarter.

14 GREENS COMMITTEE

14.1 The annual and long term planning, construction and maintenance of the Golf course, gardens and grounds shall be the responsibility of this committee.

14.2 The Greens Committee shall consist of five (5) members. Three (3) members shall be elected at the Annual General Meeting. The fourth shall be nominated by the Golf Committee. The fifth shall be the Green keeper.

14.3 The three (3) members elected at the Annual General Meeting shall be elected for a three (3) year period; thereafter they shall retire and be eligible for re-election without nomination.

14.4 The Committee shall elect, every year, a Chairman and Vice-Chairman. If they are unable to agree on the nominees, the Chairman of the Management Committee shall nominate two (2) members of the Greens Committee, which shall be binding upon them.

14.5 The Greens Committee shall, at the beginning of the Financial Year, prepare and present the annual budget for expenditure, bearing in mind the requirements of all sections, which will require the approval of the Management Committee. This Committee will also be responsible for the long term planning, construction and maintenance of the golf course, gardens and grounds.

14.6 The Greens Committee shall be guided by Clause 15 of Annexure B hereto dealing with section bye-laws.

14.7 The Greens Committee shall meet a minimum of once a month.

14.8 The structure of the Greens Committee is as shown in Annexure C, Point 2.

15. ELECTION OF MEMBERS TO MANAGEMENT AND GREENS COMMITTEES

15.1 Any person who wishes to be elected to the Management and Green Committees, unless he is a retiring member available for re-election, may be elected as a member provided he shall be nominated in writing by two full (2) members of the Club who are eligible to vote, and such nominations delivered to the Club Manager's office at least seven (7) days before the holding of the Annual General Meeting. All nominations, together with the names of the retiring members who seek re-election, shall be displayed on the Club notice board at least seven (7) days before the meeting takes place.

15.2 Should the Chairman not be present at any meeting of these Committees, the Vice-Chairman shall act in his place for the purpose of the meeting. Should the Chairman and Vice-Chairman not be present at a committee meeting, the members present shall elect one of its number to act as Chairman for the purpose of that meeting.

16 VACANCIES IN MANAGEMENT AND GREENS COMMITTEES AND QUORUM

16.1 The Continuing Committees may act, notwithstanding any casual vacancies in its number, so long as there is at least one half of the number of members originally elected present at the meeting. This number shall constitute a quorum, but if no quorum be achieved at the meeting convened, without further notification to members, it shall stand adjourned for three (3) clear days, and at such adjourned meeting, the quorum shall consist of those members who are present in person. If after two (2) consecutive meetings, whereat the number of members was less than half of those originally elected, then a Special General Meeting shall take place within fourteen (14) days of notice being given to all members, to elect a new Committee.

16.2 The office of a member of the Committees shall be vacated:

16.2.1 If he gives fourteen (14) days notice in writing of his intention to resign;

16.2.2 If he ceases to be a member of the Club;

16.2.3 If he accepts any offers of profit in the Club;

16.2.4 If he is found of unsound mind;

16.2.5 If he is absent from three (3) consecutive meetings of the Committee without special leave of absence or explanation;

16.2.6 If he is concerned or participates otherwise than in a professional capacity, in any financial contract with or work for the Club, unless he has fully disclosed to the Management Committee his interest in such work or contract. He shall, however, not be entitled to vote in respect of any matter relating to such contract or work, and if he does so vote, his vote shall not be counted.

17. **VOTING AT MANAGEMENT AND GREENS COMMITTEE MEETINGS**

Questions arising at any Committee Meeting shall be decided by a majority of votes on show of hand, and in case of all equality of votes, the Chairman shall have a casting vote in addition to his deliberative vote.

18. **MINUTES OF MEETING**

All Committees shall cause Minutes of the appointment of officers and proceedings of all such meetings, and all resolutions and proceedings of all General Meetings of members to be entered in Minutes Books provided for that purpose. Any such Minutes, or an extract there from, signed by the Chairman and Secretary, shall be received as prima facie evidence of the matter stated in such Minutes or extract.

19. **POWERS OF THE MANAGEMENT COMMITTEE**

The Management Committee shall have full power and authority to do any act, matter or thing which could further the objects in Clause 3, or might be done by the Club, excepting such matters as are in terms of this Constitution specially reserved to be dealt with at a General Meeting of members; and in addition to the general powers and authorities hereby conferred on the Management Committee and without in any way limiting such powers and authorities, the Management Committee shall have the following special powers:

- 19.1. To acquire by purchase, lease, exchange or in any other manner, ownership or use of lands with improvements at White River or elsewhere, as are suitable for laying out as sports or recreational grounds or which may be required for the operation of the Club and for building thereon such buildings, facilities and amenities as are required for the promotion of sporting facilities and pastimes and all matters allied thereto.
- 19.2 To appoint, and at its discretion, remove, discharge or suspend such attorneys, agents, manager, secretaries, officers, clerks and servants, for permanent, temporary or special services, as it may think expedient, and to determine their duties and fix and vary their salaries or emoluments (if any), and to require security in such instances and in such amounts, as it may think fit.
- 19.3 To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers, or otherwise concerning the affairs of the Club; and also to compound or allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Club.

- 19.4 To refer any claim or demand by or against the Club to arbitration, and to perform or refuse to perform the award.
- 19.5 To make and give receipts, releases and other discharges for monies payable to the Club and for claims and demands of the Club, and except where otherwise provided in this Constitution, such receipts shall be signed by the Club Manager or some person lawfully acting in the place of such Manager.
- 19.6 To open or close any banking account in the name of the Club and to draw, accept, endorse, make and execute bills of exchange, promissory notes, cheques and other negotiable instruments connected with the business of the Club. Such bills of exchange, cheques and other negotiable instruments shall be signed by the Chairman of the Management Committee or the Treasurer of the Management Committee or some other persons lawfully acting in their places, and countersigned by the Secretary or some other person lawfully acting in the place of the Secretary.
- 19.7 To make, vary and repeal regulations and bye-laws for the regulation of the affairs of the Club, its officers and servants, or the members of any class of the Club, provided that such regulations and byelaws do not conflict with the Constitution of the Club.
- 19.8 To make and impose charges of entrance or admission to the Club's grounds against members of any class, or others, on such occasions, or to set aside the Club's grounds or any part thereof, for any limited time, for any special purpose whatever.
- 19.9 To appoint and fix the remuneration of the Club Auditor.
- 19.10 To fill any casual vacancy occurring in the Management Committee.
- 19.11 To appoint paid officials.
- 19.12 To carry out and give effect to Resolutions of members in General Meeting.
- 19.13 To carry out and give effect to Resolutions of the Management Committee.
- 19.14 To delegate to any Standing or specially appointed Sub-Committee of the Management Committee or of its members, or to any Sub-Section, all or any of the authorities by these presents conferred on the Management Committee, and such Sub-Committees to have such powers as may be conferred on it at the time of its appointment, or thereafter, by the Management Committee, and to be subject in all respect to such Rules, Regulations or Byelaws or instructions as may from time to time be framed or given by the Management Committee. The Management Committee may change the personnel of any Standing or specially appointed Sub-Committee from time to time as it deems necessary.
- 19.15 To manage the affairs of the Club and the use of its premises or grounds, and generally for all matters connected with the good conduct of the Club.
- 19.16 To expel, suspend or exclude any member who commits a breach of the Constitution, Rules or Byelaws of the Club in terms of the Constitution.
- 19.17 To enroll members of all classes.
- 19.18 To fix the amounts of subscriptions payable by all members, and to increase, vary or decrease same.
- 19.19 To buy, acquire, sell, exchange or deal in all kinds of movable property, apparatus and sporting apparel and goods; and all provisions, liquid and solid; aerated and mineral waters, wines and spirits.

20. **ANNUAL GENERAL MEETING**

The Annual General Meeting of the Club shall be held not later than three (3) months after the end of the financial year of the Club.

- 20.1 To confirm the Minutes of the previous Annual General Meeting and of any Special General Meeting held during the year under review.
- 20.2 To receive and consider the following reports of the position of the Club for the year ended 30th April of the previous year.
 - a) Chairman's Report
 - b) Finance Reports
 - c) The Statement of Account and Balance Sheet

These documents must have been distributed or made available for inspection from the date of dispatch of the Notice of the meeting.

- 20.3 To elect a President and Vice-Presidents and such Patrons as may be deemed desirable from members of the Club or others, for the ensuing year.
- 20.4 To elect
 - i A Chairman
 - ii A Treasurer

20.5 To elect three (3) members of the Management Committee.

20.6 To elect three (3) members of the Greens Committee.

20.7 To elect Honorary Life Members, if any, approved by the Management Committee.

20.8 To consider any resolutions concerning the affairs of the Club, of which seven (7) days notice has been given in writing, and any business concerning the affairs of the Club which is brought under consideration by the report of the Management Committee, submitted as the Chairman's Report.

21 **NOTICE OF ANNUAL GENERAL MEETING**

21.1 A Notice of the day and hour of the Annual General Meeting shall be posted on any one of the Club's Notice Boards at least twenty-one (21) days previous to the Meeting, and shall be sent by electronic mail or post to each member of the Club.

21.2 The accidental omission to send a notice to any member shall not invalidate the Meeting. Notice of any Resolution/s to be proposed at the Annual General Meeting, other than the ordinary business, must be lodged with the Club Manager at least fourteen (14) days before the date fixed for such meeting, and shall be posted by him forthwith on the Notice Board, or at the discretion of the Management Committee circulated to members forthwith.

22 **SPECIAL GENERAL MEETING**

The Management Committee may at any time call a Special General Meeting of members by giving not less than fourteen (14) days notice, specifying for what object the meeting is called. The Management Committee shall, in a like manner, call a Special General Meeting upon receipt of a requisition signed by twenty (20) members, entitled to vote, specifying the object for which the meeting has been called. The Management Committee shall call such Special General Meeting as soon as possible after the receipt of such requisition. Subject to the powers of the Management Committee hereinafter stated, no business other than that specified, shall be transacted at such Meeting, but any resolution strictly relating to such business may be submitted to such meeting. The Management Committee may, however, at any meeting of

members bring forward any business which it considers urgently requires decision or action by members.

23 **QUORUM AT GENERAL MEETINGS**

- 23.1 A quorum for a General Meeting or a Special General Meeting shall be thirty (30) paid-up members, entitled to vote, provided that if no quorum be present within fifteen (15) minutes after the time fixed for the meeting, the meeting shall, in case of Annual General Meeting, or a Special General Meeting called by the Management Committee, be postponed to the day and hour in the following week, and at such adjourned meeting, the members present shall be deemed to be a quorum for the transaction of all business of the meeting.
- 23.2 If no quorum be present at a Special General Meeting called by requisition of members, such meeting shall be considered dissolved and of no further force or effect.

24 **CHAIRMAN**

The Chair, at all meetings of the Club, shall be taken by the Club Chairman, or in his absence, the Vice-Chairman, or failing him, by one of the Management Committee appointed by that Committee for such purpose.

25 **ADJOURNMENT OF MEETING**

The Chairman of any General Meeting may adjourn the same from place to place or from time to time, 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.

26. **VOTING AT GENERAL MEETINGS**

Every resolution submitted to a meeting shall be decided by a ballot. The Chairman shall have the casting vote and it shall be taken in such manner and at such time and place as the Chairman directs. Every member in good standing, entitled to vote, present in person, shall be entitled to-

Honorary Life, Full and Senior Members	4 Votes
Home Owner Member	1 Vote

No member shall be entitled to vote at any General Meeting if he or she is not in good standing with the Club, or any sub-section of the Club. For the purpose of this Clause, the word "arrear" shall be deemed to mean such subscription or sum due to the Club for the period concurrent with the date on which the meeting is held, whether or not such subscription or sum is payable monthly, quarterly or annually.

- 26.1 Three scrutineers shall be appointed by the meeting and their duties will be to check against the register the total number of persons entitled to vote, to see that only those persons be given a ballot paper, and finally to count the votes.
- 26.2 It shall not be possible to challenge the results of any voting after the result has been declared unless a member's right to vote was correctly challenged before the voting took place.

27 **MISCONDUCT OF MEMBERS**

- 27.1 Should it appear that any member of any class of any sub-section has committed any willful breach of the Rules or Bye-laws and Regulations of the Club, or appears to be guilty of improper, dishonest or unsportsmanlike conduct to the prejudice or the interest of the Club, or in any way offensive to members of any class, or the Management Committee, or in any way prejudicial to the interest and / or reputation of the Club, whether within or outside the Club's grounds, then the incident shall be referred to the Chairman of the Disciplinary

Committee for investigation in terms of the Rules for Disciplinary Proceedings as set out in Annexure A.

- 27.2 Should the Disciplinary Committee find the accused guilty of the charge, it shall recommend to the Management Committee, the imposition of any one or more of the following penalties:
- 27.2.1 Reprimand verbally and / or in writing
- 27.2.2 Suspend by depriving such member of all rights, benefits and advantages of his / her membership during such time or period as the Management Committee in its absolute discretion may deem fit or advisable.
- 27.2.3 Call upon such member in writing, by registered post, through the Club Manager, or some person lawfully acting in the place of the Club Manager, to resign and if he / she fails to resign within seven (7) days of such request, to expel such member, who shall be ineligible for re-election to the Club
- 27.3 The Management Committee shall have the power on receipt of the record of the proceedings of the Disciplinary Committee, to confirm, vary or dismiss the recommendations of the Disciplinary Committee.
- 27.3.1 The Management Committee shall have the right to reject the findings of the Disciplinary Committee and to reopen the inquiry in its discretion, by referring the inquiry back to the original Disciplinary Committee for review, or any other Disciplinary Committee set up by the Management Committee for this specific incident.
- 27.3.2 After the Management Committee has confirmed the findings of the Disciplinary Committee, it may take into account any previous record or history of the accused before considering the sentence recommended by the Disciplinary Committee.
- 27.4 Safeguarding the rights of the Club Disciplinary Committee and members. Any person who has been found guilty of an offence and who has had a sentence imposed on him by the Management Committee shall have no claim against the Club, the Management Committee or any member of the Disciplinary Committee on any grounds whatsoever, or for a refund or return of any money or subscription paid to the Club.
- 27.5 The Club shall indemnify and hold harmless all members of the Management Committee and any Disciplinary Committee against any action brought by any members against the Club, the Management Committee or the Disciplinary Committee, arising out of any disciplinary enquiry.

28. RIGHT OF APPEAL

There shall be no right of appeal against any decision made and imposed by the Management Committee.

29. CLUB NOTICES

Club notices to members of all classes shall be duly given by posting same on the Club's notice boards in the Club's premises, and the posting thereof by electronic mail to each individual member. The Club Management shall keep records in which each member of any class shall be entitled to have inscribed his / her address and to which he / she desires notices sent, and each of such members shall be entitled from time to time to vary and alter such address. Special notices to members or personal notice shall be considered to be properly delivered by sending by electronic mail or post to the same to such address, and in the event of such member or members failing to avail themselves of the right to so state their address, such notices shall be considered to be properly delivered by posting same to the Club's letter rack, or to the member's last known address

Club notices to members of all classes shall be duly given by posting same on the Club's notice

30. **AMALGAMATIONS OR DISSOLUTIONS**

The Club may enter into partnership or amalgamate with any person or Club with the same or similar objects, or the property of the Club may be sold and the Club wound up, or reconstructed, by the resolution of not less than two-thirds of the votes of members present in person at a General Meeting, provided however, that no less than one month's notice of the Meeting to consider any such questions of partnership, sale, amalgamation, winding up or reconstruction shall be given, and that such notice shall clearly set forth the objects of the meeting; and provided further that not less than one hundred (100) members shall personally be present at any such meeting. But if at any meeting properly called, as aforesaid, the requisite number of members shall fail to attend, then the meeting shall stand adjourned to the same time and place in the following week, and special notice of meeting shall be given by the Club Manager; and at such adjourned meeting, sixty (60) members present shall be deemed to be a quorum, and shall have full power to act. PROVIDED THAT upon any dissolution or termination, the assets of the Club, together with any undistributed income, shall be distributed to another organization having similar objects and which is exempt in terms of Section 10 of the Income Tax Act.

31. **LIQUIDATORS**

Except so far as a Special General Meeting shall otherwise determine, the Management Committee shall always be Liquidators of the Club, whenever it shall be wound up or reconstructed.

32. **SECTIONS**

32.1 It shall be permitted to the members of any class or classes to associate themselves together with the permission of the Management Committee for the purpose of carrying on any particular sport or activity. Such clubs are herein referred to as "Sections". The Rules of the Section may not be in conflict with these present, and shall be subject to the approval of the Management Committee. The internal control and management of each Section shall be vested in a committee elected by the active members thereof, subject to the right of veto at all times on all matters by the Management Committee.

32.2 Every Section of the Club shall have a set of byelaws, which may not be in conflict with the Constitution of the Club and will be materially in line with Appendix B and will be ratified by the Management Committee.

32.3 Such byelaws are to be annexed to this Constitution and will be binding on all members.

33. **DISSOLUTION OF SECTIONS**

Should the Management Committee consider that the active members of any Section are not numerically sufficient or that due interest be not taken in such Section by its active members, then the Management Committee may dissolve such Section, after giving the Section twenty one (21) days notice of its intention to do so.

34. **INTERPRETATION OF RULES**

In case of doubt as to the meaning or interpretation of any of these Rules or of this Constitution, the Management Committee shall then be the Arbiter, and its decision shall be binding upon the members of all classes.

35. **ALTERATION TO THE CONSTITUTION**

This Constitution may only be altered, varied or amended upon a two-thirds majority of members present, other than social, country, sectional or junior members, in person at a

Special General Meeting of members convened for that purpose and of which meeting and of which proposed alteration, due notice has been given

36 **BOOKS AND RECORDS**

Proper books and records shall be kept of all sums of money received and expended by the Club and the manner in respect of which such receipt and expenditure takes place, and of the properties, credits and liabilities of the Club. Once at least in every year, the books and accounts shall be examined and a Balance Sheet and relevant accounts drawn, the correctness of which shall be ascertained and certified by one or more properly qualified and practicing Auditor or Auditors.

37. **GENERAL CLUB RULES**

- 37.1 Guests shall not enjoy the privileges of the Club except in the company of a member. Members shall discharge all liabilities incurred by their guests and members shall enter the names and addresses of their guests in the book provided for that purpose.
- 37.2 Any member shall provide his name when requested within the Club to do so by a member of the Club staff.
- 37.3 Betting and any games of chance are strictly prohibited.
- 37.4 Liquor may only be provided during the times laid down by the Club Liquor Licence.
- 37.5 The office is open from Monday to Sunday from 8am to 5pm when the Club Manager will be available for payments or queries from members
- 37.6 Improper language is strictly prohibited and no member or person may conduct himself in an unbecoming manner or in such a way as may be construed as being offensive or prejudicial to the interests of the Club.
- 37.7 Members are requested not to bring dogs to the Club.
- 37.8 Radios must not be played in the Club to the annoyance of any other member.
- 37.9 Vehicles may only be parked in the areas set aside for this purpose.
- 37.10 No member shall cash a cheque without the permission of the Club Manager or his appointee.
- 37.11 Members shall pay for the replacing or repairing of any article, the property of the Club, which shall be broken or damaged by them or their children or their guests.
- 37.12 The Club shall in no way whatever, be liable for any loss or damage to the property of any members, their children or their guests, nor shall the Club be held responsible, or in any way liable, for personal injury or harm however caused, on the Club grounds or premises.
- 37.13 Dress shall at all times, during and after play, be such as is laid down in the Club Rules and Regulations. Members and their guests shall at all times be expected to be neatly and tidily dressed.
- 37.14 Non-sport participating children at the Club remain the responsibility of their parents, and are expected to behave in a manner which is not offensive to other members. They are not permitted in the bar lounge area. On the golf course, they are only allowed to caddie for their parents.

ANNEXURE A

RULES AND REGULATIONS FOR THE CONDUCT OF DISCIPLINARY PROCEEDINGS

Notwithstanding any other provisions contained in the Rules, Byelaws and Regulations, the following provisions shall apply to the conduct of all Disciplinary Proceedings of the Club.

1. DISCIPLINARY COMMITTEE

- 1.1 The Disciplinary Committee shall be appointed by the Management Committee from amongst its members and/or other members of the Club as the Management Committee may deem necessary.
- 1.2 This Committee shall consist of a Chairman and two (2) other members. In the absence for any reason of one of these members, the Management Committee may appoint other members to replace them for any particular inquiry.
- 1.3 Should the Chairman not be present at any inquiry, one of the other appointed members shall act as Chairman for the purpose of the inquiry.
- 1.4 The Committee shall be the only body empowered to hold an inquiry.
- 1.5 Any member/s of this Disciplinary Committee who is/are directly or indirectly a part to the incident or allegation, whether he/she be the complainant, accused or witness, shall excuse him/herself from the deliberations of that particular inquiry.
- 1.6 Should more than one member of this Committee have reasons to recuse himself from an inquiry, for reasons set out above, the Management Committee shall appoint replacements from amongst members of the Management Committee and/or members of the club as it may deem necessary.

2. RECORD

The Record in relation to an investigation or inquiry shall mean and include all written reports of that investigation or inquiry, letters or copies thereof relating thereto, written evidence given therein, summaries or notes of evidence given and notes of findings and penalties imposed or recommended.

3. INITIATION OF COMPLAINT

All complaints against a member or members shall be submitted in writing to the Club Manager, who immediately on receipt thereof shall transmit same to the Chairman of the Section concerned and the Chairman of the Management Committee

4. PROCEDURE

The proceedings of the Disciplinary Committee shall be conducted in the following manner:

- 4.1 The accused shall be notified in writing by registered post to appear at such venue and upon such date and time as the Disciplinary Committee may decide, and of the allegation against him. He shall be informed in the same letter that he is entitled to request the Disciplinary Committee to call such witnesses, as he deems necessary to appear at such inquiry.
- 4.2 The Chairman of the Disciplinary Committee shall at the opening of the inquiry, read the charge to the accused.

- 4.3 The Disciplinary Committee shall take written or recorded Minutes of the proceedings and evidence adduced at the inquiry.
- 4.4 The accused shall be present at all times when evidence is heard, and he shall have the right to cross-question any witness.
- 4.5 The accused shall at all times be entitled to state his case fully in evidence which shall form part of the proceedings.
- 4.6 Should the Disciplinary Committee receive any evidence in writing, this shall be read to the accused.
- 4.7 The Disciplinary Committee may call such witnesses as it deems necessary.
- 4.8 The Disciplinary Committee and the accused shall at any time during the inquiry, have the right to call and recall witnesses.
- 4.9 After the evidence has been heard and recorded, the Disciplinary Committee shall decide upon its verdict, which shall be submitted in writing, together with the complete record of proceedings, to the Management Committee.

ANNEXURE B

SECTIONAL BYE-LAWS

1. All Sections of the Club shall play in the name of **"WHITE RIVER COUNTRY CLUB"**.
2. Every Section shall become affiliated to the controlling authority or authorities and any other association as may govern in Mpumalanga or South Africa, the conduct, propagation and promotion of the sport and activity in which the Section participates.
3. No protests or complaints shall be lodged with any such controlling body by any Section except with the consent of the Management Committee, save that where an immediate registration of any protest or complaint is essential, it may be lodged, but confirmation of such action must be obtained from the Management Committee within forty eight (48) hours.

4. COLOURS AND BADGES

Colours, ties, badges, blazers shall be in accordance with those designs authorized and approved by the Management Committee. In addition, playing or sporting attire must be in accordance with standards laid down by the respective Unions and the Management Committee.

5. ANNUAL GENERAL MEETINGS

The Annual General Meeting of all Sections shall take place as early in the financial year as possible. Notice of such meeting shall be posted on the Club notice board twenty one (21) days previous to the meeting and shall be circularized to each member of the Section at the same time. Such meetings shall be held at the Club and the business transacted thereat shall be as follows:

- 5.1 To confirm the Minutes of the previous meeting
- 5.2 To receive and consider:-
 - 5.2.1 The Chairman's Report
 - 5.2.2 The Finance Report
 - 5.2.3 To elect a Committee for the ensuing year
 - 5.2.4 To consider any resolution concerning the affairs of the Section of which seven (7) days notice shall be given
 - 5.2.5 General

6. COMMITTEE

- 6.1 Sectional Committees, excluding Golf, will consist of a Chairman, Vice-Chairman, Treasurer and two (2) other members. The Golf Committee will constitute:
The Golf Captain;
Two Vice-Captains (one of which will be the Ladies Captain or Vice-Captain;
Three elected members;
Club Manager"
- 6.2 The duties of each Section Committee include:

- 6.2.1 To regulate and control all matters relating to the Section, subject to the restraints laid down by the Management Committee, to organize sporting functions, tournaments, competitions, etc. as are relevant to the Section and in a manner generally accepted in similar sporting clubs and sections in the R.S.A.
- 6.2.2 To ensure that the Laws, Rules and Regulations of the Club and the sport are strictly observed, and to ensure that the Section does nothing which is in conflict with the Club Constitution or the Rules of the Affiliated Association.
- 6.2.3 To liaise with other Clubs, Unions or Associations interested in the same sport.
- 6.2.4 To organize such social functions as the Committee consider desirable.

7 ELECTION AND DUTIES OF OFFICERS AND COMMITTEE

- 7.2 At the Annual General Meeting of each Section, the Committee shall retire from office but are eligible for re-election without nomination. The Chairman, or in his absence, the Vice-Chairman, shall preside at all General and Committee meetings and shall preserve order and maintain proper conduct at such meetings.
- 7.3 Any person who wishes to be elected to any Sectional Committee, unless he is a retiring member available for re-election, may be elected as a member, provided he shall be nominated in writing by two (2) members of the Club who are eligible to vote, and such nominations delivered to the Manager's office at least seven (7) days before the holding of the Annual General Meeting. All nominations, together with the names of the retiring members who seek re-election, shall be displayed on the Club notice board at least seven (7) days before the meeting takes place.
- 7.4 The Club Management shall keep records of the Section's activities and the Minutes of all meetings and shall conduct all correspondence. Management shall also be responsible for keeping a register of members, ensuring that all new applications are dealt with in the correct manner. The Chairman shall also liaise with the Club Management to ensure all members' subscriptions are paid and assist in the collection of arrear subscriptions, levies and all other such payments due to the Club and for handing all such collections to the Club Management.

8 SPECIAL GENERAL MEETINGS

The Committee of any Section may, if it deem necessary, or upon a requisition signed by not less than one third of their active paid-up members, call a Special General Meeting, notice of which shall be posted on the Club notice board at least fourteen (14) days before such meeting. The objects of such meeting must be specified in writing to the Club Management.

9 QUORUM AT GENERAL MEETING

One third of the members of a Section present and entitled to vote shall constitute a quorum for any General Meeting of Sections. In the event of no quorum being present, the meeting shall be postponed to the same day and hour of the following week and at such adjourned meeting, the members present shall be deemed to be a quorum for the transaction of all business of the meeting.

10. VOTING AT GENERAL MEETINGS

Only members present and entitled to vote may vote at General Meetings and this vote may be by show of hands unless a ballot is requested by the majority.

11. COMMITTEE MEETING

The Committee shall meet at least once in every month during which its activities are conducted. The Secretary shall convene such meeting at a time as may be decided with the Chairman. Three (3) members present shall constitute a quorum.

12. MEMBERSHIP

- 12.1 All persons desirous of becoming members of the White River Country Club shall complete and sign the official application form.
- 12.2 Any Section Chairman may allow the use of the facilities of the Club to any candidate for membership pending the consideration of his/her election to the Club, following his/her full payment with the completed application form. Should membership be refused, such use of the facilities will automatically cease.

13 DISCIPLINE

Should any member of a Section appear to commit any breach of the Rules or Bylaws, or appear to be guilty of any improper, dishonest or unsportsmanlike conduct, the Committee shall have the right to suspend such person from using the facilities of the Club and will report such matter to the Management Committee for investigation in terms of Annexure A

14 INCURRING LIABILITIES

No Section or member shall have the right or authority, whether expressed or implied, to incur any debt or liability, or to enter into any arrangement or undertaking on behalf of the Section or Club, unless this authority has first been submitted for approval to the Management Committee through the Club Manager.

- 15 No Section may make alterations to any Club facility without the prior permission of the Management Committee. In the case of the Golf Section, changes to the course design must have the authority of the Management Committee who will require the recommendation of a course architect or otherwise suitably qualified person.
- 16 Lady members playing similar sports i.e. golf tennis, hockey, squash, but affiliated to different associations which govern their activities, will be considered Sub-Sections to the Section for the purpose of these bye-laws. They will have their own meetings, committees and representation at Section Committee meetings