



HUMEWOOD

GOLF CLUB
SOUTH AFRICA

CONSTITUTION

(“the Constitution”)

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1. NAME

The name of the club is ***Humewood Golf Club*** (“the Club”) and shall have under its control and management the Humewood Links golf course, (*the Links*) the clubhouse, related buildings and grounds.

2. NATURE AND LEGAL STATUS

The Club is a non-proprietary, non-political and non-sectarian Association 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 deemed to be bound by this Constitution and any Regulations made hereunder. All future members shall be similarly bound.

3. OBJECTIVES

3.1 The objectives for which the Club exists are to provide its members, visitors and guests with sporting, recreational and social facilities, and amenities as are generally associated with an amateur golf club and all such other matters and things as are incidental and ancillary thereto,

3.2 In pursuit of its objectives, the Club will uphold the values and principles enshrined in The Constitution of the Republic of South Africa, 1996 and endeavour to provide its members, guests, and visitors with a golf facility of the highest standard.

4. POWERS

The Club shall be represented by a Committee (“The Committee”) duly elected in accordance with this Constitution who 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 distribute any of its profits or gains to any person. The specific powers of the Committee are set out in clause 12.7 hereunder.

5. MEMBERSHIP

5.1 Rights of Members

No member shall have any right, title or interest in and to any assets of the Club, and shall have the right only to use and enjoy the same upon and subject to the terms and conditions contained in this Constitution, the Regulations made hereunder and such other terms and conditions as shall be properly imposed by the Committee or the Management of the Club from time to time.

5.2 Liability of Members

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

5.3. Indemnity of Members

5.3.1 Every member, including the dependants of members, utilizing the Club and any of its amenities indemnifies the Club and its members, agents or servants and holds them harmless from any loss and / or damage to his or her person or property, or the person or property of any guest of such member, howsoever arising as a result of such member or his guests utilising the Club's facilities and / or premises.

5.3.2 Without limiting the generality of the aforementioned, the Club shall not be liable for any claim of whatsoever nature arising out of:

5.3.3 any act or omission by the Club or its members, agents or servants and / or;

5.3.4 any cause or event beyond the control of the Club, including Acts of God.

5.4 Affiliation fees

All Members shall be liable for all and any other fees and charges which may be payable or levied at any time, including but not limited to, the national handicap card fee or membership of international, national or provincial golf bodies.

5.5 Classification and rights of Members

5.5.1 Definition of the various classes or categories of membership as well as the quantum of subscriptions and green fees attaching to each, shall be determined by the Committee from time to time and posted on the Club's website.

5.5.2 The following categories of member will not have voting rights nor the right to serve on any Committee:

- Members under the age of 26,
- Corporate members,
- House members,
- Honorary Staff members,
- Associated members.

6. LADIES SECTION

There shall be a ladies section of the Club, members of which must be members of the Club. The ladies section shall be governed by a permanent sub-committee represented on the Committee by the Ladies President and Ladies Captain per 12.1 below. This sub-committee shall be empowered to administer all matters pertaining to Ladies golf and create its own rules and by-laws, which shall at all times be in accordance with this Constitution. Only Lady Members shall be entitled to attend meetings of that section and to propose and vote for members of that section to serve on the sub-committee.

7. SUBSCRIPTIONS

7.1 Amount of Subscriptions:

The annual subscriptions payable by the members of the various classes of membership shall be as prepared by Management from time to time and presented to the Committee for final approval.

7.2 Entrance Fees

No entrance fees shall be payable.

7.3 Apportionment

7.3.1 If a member changes his/her class of membership during the course of a financial year the subscriptions payable by such member for that year shall be apportioned as determined by Management subject to the final approval of the Committee from time to time. This does not apply to classes of membership which are age dependant as these shall be determined by the member's age in completed years on 1st January and shall not be pro-rated for portions of a year.

7.3.2 If a new member is elected to membership during the course of a financial year, the subscription payable shall be proportional to the period remaining in that year.

7.4 Payment

7.4.1 Annual subscriptions are due as at 1 January each year, however, members wishing to make monthly payments may elect to do so on condition that they conclude a bank debit order contract with the Club or its agent nominated for that purpose. Such monthly payments will be subject to a surcharge, determined annually by the Committee, to cover interest and administration costs.

7.4.2 A member who has not paid his subscription or concluded a debit order contract before 31st January shall not remain a member of the Club and his membership shall automatically cease on that date. Management shall advise the member in writing of the cessation of his membership.

7.4.3 Nothing contained in this clause shall prejudice the rights of the Committee and/or Management to institute legal action against a defaulting member for the recovery of any amount due to the Club at any time.

7.4.4 A subscription or any portion thereof shall not in any circumstances be refunded to any member.

8. ELECTION OF NEW MEMBERS

Every candidate for election to membership shall be proposed in writing on the prescribed form by a member and seconded by another member, both of whom shall be members in good standing of not less than two years, and to whom the candidate must be personally known. The properly completed nomination form, together with the annual subscription, and any levies due must be delivered to the Management.

9. ANNUAL GENERAL MEETING

9.1. There shall be an annual general meeting for all members of the Club, which shall be held in the Club premises and shall be held every year not later than 30 April, at which the following business shall be transacted:

9.1.1 to receive and approve the minutes of the previous annual general meeting;

9.1.2 to receive the report of the Committee on the affairs of the Club;

9.1.3 to receive the annual audited financial statements for the preceding year;

- 9.1.4** to elect members to the Committee;
- 9.1.5** to appoint an auditor;
- 9.1.6** transact any other business, of which due notice shall have been given in terms of sub-clause 10.2 hereunder;
- 9.2** The notice of the annual general meeting of members shall be in writing and shall be posted or faxed or e-mailed to all those entitled to receive it, at least 10 (ten) 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 posted until the date of the annual general meeting. Accidental omissions to post or fax or e-mail to any member or non-receipt of any member of his/her notice shall not invalidate a meeting otherwise properly constituted.
- 9.3** Written notice of any motion which the Committee or any member may wish to bring before the annual general meeting shall be lodged with the General Manager not later than 21 (twenty one) 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 25 (twenty five) 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.
- 10** **SPECIAL GENERAL MEETING**
- 10.1** A special general meeting may be called by the Committee at any time and / or shall be called by it upon a requisition signed by not less than 25 (twenty five) members of the Club who are entitled to vote, at the time that the meeting is requisitioned.
- 10.2** The notice of any special general meeting shall be in writing and shall be posted or faxed or e-mailed to all those entitled to receive it, at least 14 (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 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.

10.3 Notwithstanding the provisions of the preceding clause 10.2, the 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.

10.4 A special general meeting convened on the requisition of members, shall be convened within 30 (thirty) days of receipt of such requisition, provided that no such meeting shall be convened if business of the meeting shall be, to consider what in the opinion the Committee is substantially the same as at a general meeting held less than 12 (twelve) months previously.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 Annual general meetings

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

11.1.1 The quorum shall be 25 (twenty-five) members who are entitled to vote and who are present in person.

11.1.2 If after 15 minutes from the time appointed for the holding of such meeting the prescribed quorum of members is not present the meeting, it shall stand adjourned to such time as the meeting shall determine.

11.1.3 The President of the Club shall act as Chairperson and failing him the Captain, and failing him such member of the Committee as is deputed thereto by the Committee members who are present.

11.1.4 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.

11.1.5 Each member present in person and entitled to vote shall be entitled to 1 (one) vote in any matter upon which a vote is taken.

11.1.6 Voting shall be a show of hands but may be by ballot if so required by not less than 20 (twenty) members present in person who are entitled to vote.

11.1.7 In the event of an equality of votes whether on a show of hands or a ballot, the Chairperson shall have a casting vote in addition to his/her deliberative vote.

11.2 Special General Meetings

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

- 11.2.1** The quorum shall be not less than 25 (twenty five) members and not less than 50% (fifty percent) of the members who signed the requisition of the meeting as contemplated in 10.1 or at least 50% (fifty percent) of the Committee, in the case of a meeting called by the Committee;
- 11.2.2** If within a period of 10 (ten) minutes from the time appointed for such meeting a quorum is not be present then the meeting shall be dissolved. .
- 11.2.3** The President of the Club shall act as Chairperson and failing him the Captain, and failing him such member of the Committee as is deputed thereto by the Committee members who are present.
- 11.2.4** 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.
- 11.2.5** Each member present in person and entitled to vote shall be entitled to 1 (one) vote in any matter upon which a vote is taken.
- 11.2.6** Voting shall be a show of hands but may be by ballot if so required by not less than 20 (twenty) members present in person who are entitled to vote, in which case the Chairperson shall fix the time and manner of conducting such ballot.
- 11.2.7** In the event of an equality of votes whether on a show of hands or a ballot, the Chairperson shall have a casting vote in addition to his/her deliberative vote.
- 11.2.8** The Chairperson 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.

12 COMMITTEE AND MANAGEMENT

- 12.1** The Committee shall be ultimately responsible for the strategic control of the Club's affairs, including the appointment of Management. The Committee shall consist of office bearers being President, Captain, Vice-Captain and Treasurer and 5 (five) ordinary Committee members, two of which shall be the Lady President and the Lady Captain as elected by the Ladies Section.

12.2 Nomination and Election

12.2.1 No member shall be eligible for election to the Committee unless:

12.2.1.1 Such member has been an ordinary member of the Club for a period of not less than 2 (two) years;

12.2.1.2 Such member has been nominated in writing as a candidate by 2 (two) members who are eligible to vote at general meetings;

12.2.1.3 Such member has signified in writing a willingness to accept office if elected;

12.2.1.4 The nomination and acceptance have been delivered to the General Manager by 17:00h on the same day in the preceding week in which the annual general meeting is due to take place;

12.2.1.5 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;

12.2.1.6 Notwithstanding the provisions of clauses 12.2.1.3 to 12.2.1.5 hereof, retiring members of the 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 the said sub-clauses.

12.2.1.7 If more candidates are nominated than the number of vacancies, the election shall be by ballot upon such terms and conditions as shall be prescribed by the Chairperson of the meeting in his/her sole and absolute discretion.

12.2.1.8 In the event of a vacancy occurring on the Committee for any reason, such vacancy may be filled by the Committee in its sole discretion. A member becoming a member of the Committee in terms of this clause shall hold office for the uncompleted period of the year concerned.

12.3 Rotation of Members

Each elected member of the Committee shall be elected for a period of 1 (one) year and shall cease to be a member of the Committee at the conclusion of the annual general meeting following his/her election.

12.4 Indemnity of Committee members

Upon and by virtue of being elected to the Committee, the Club shall be deemed to have indemnified and held harmless each member of the Committee in his/her personal capacity, and the Committee as a whole (as it is constituted from time to time) against any loss, harm, damage or claim of whatsoever nature and howsoever arising which the Club or its members may suffer by reason of the actions of the Committee or any member thereof, save where he/she shall have acted in bad faith or is grossly negligent.

12.5 Proceedings of the Committee:

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

12.5.1.1 The quorum shall be 5 (five) members of the Committee who are present in person.

12.5.1.2 The President shall act as Chairperson and failing him, the Captain, and failing him, those present shall elect a Chairperson from among their number to preside at the meeting.

12.5.1.3 Save as is otherwise provided in this Constitution, all questions arising at such meeting shall be decided by a majority vote of those present.

12.5.1.4 Each member present in person shall be entitled to one vote in any matter upon which a vote is taken.

12.5.1.5 Voting shall be by show of hands, but may be by ballot, if so required by the provisions of this Constitution or by a simple majority of those present at the meeting.

12.5.1.6 The Chairperson shall not have a casting vote.

12.6 Duties of the Committee:

The Committee shall:

12.6.1 Meet regularly but not less than once every 2 (two) months.

12.6.2 Ensure that proper records of the functioning of the Club are maintained and proper minutes are kept of its meetings.

12.6.3 Maintain a suitable account in the name of the Club at a recognised Commercial Bank into which all monies shall be deposited as soon as possible after receipt thereof. All payments from such account shall be authorised by any 2 (two) of the persons designated as signatories by the Committee.

- 12.6.4** 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 Committee may require, but not less frequently than once in each financial year
- 12.6.5** Ensure that the Club maintains adequate public liability insurance with a reputable insurance company.
- 12.6.6** Cause to be kept a membership register, proper books of account and such other registers, books or documents as required by law.
- 12.6.7** Provide Stewardship to ensure that there are sufficient procedures in place to minimize the risk of harm or damage to the person or property of members and / or staff on the Club premises and to ensure that the Club complies with current legislation and regulations.
- 12.6.8** Consider and approve the annual business plan, annual budget and maintenance schedule prepared and proposed by Management from time to time
- 12.6.9** Review and approve the annual subscription and green fee schedules prepared and proposed by Management from time to time.
- 12.6.10** Communicate regularly with the members to ensure transparency in all decisions affecting the members.
- 12.6.11** set policies and standards for the Club relating to, inter alia, conduct, dress, new membership, advertising, marketing, sponsorship and good corporate governance.
- 12.6.12** Mandate specialist project managers to advise upon or conduct certain tasks where necessary.
- 12.6.13** Appoint the Management of the Club and set remuneration and benefits.
- 12.6.14** Determine Management's levels of authority.
- 12.7 Powers of the Committee**
- 12.7.1** The Committee shall, in addition to the powers specially conferred upon it elsewhere in this Constitution and those necessary to fulfil its duties, have the following powers:

- 12.7.1.1** To fill such vacancy or vacancies in its numbers as may occur
- 12.7.1.2** To form sub-committees for the purposes of delegating to such Sub-committees certain powers and duties from time to time and to enable the particular Sub-committees to call meetings of the members affiliated to the different Sub-committees, create, sanction and enforce Regulations to govern each particular Sub-committee, elect members to such Sub-committees and dissolve the sub-committee when the task for which it was formed has been completed.
- 12.7.2** To co-opt to the Committee or to any Sub-committee, members of the Club who have particular aptitude or qualifications to serve thereon, or particular enthusiasm for any specific function or task;
- 12.7.3** To make, vary and rescind regulations 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;
- 12.7.4** To apply to any court, or other authority for the grant, renewal, extension or modification of any license or right that the Club may require from time to time, and to do such things as are necessary to maintain and protect same;
- 12.7.5** To appoint and employ professional advisors, to determine their remuneration, and vary any such appointment from time to time. Such appointments, however, shall not exceed 12 months unless ratified by a special general meeting
- 12.7.6** To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club, or its officers or employees 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 demands by or against the Club;
- 12.7.7** To refer any claim or demand by or against the Club to arbitration, and to perform or refuse to perform in terms of the award;
- 12.7.8** To borrow or raise money in such manner, to such extent and for such purposes as it shall think fit. Any increase in total borrowings in excess of R200 000 (Two Hundred Thousand Rand) in any Financial year must be approved at an Annual General Meeting or Special General meeting called for that purpose.

- 12.7.9** Notwithstanding the powers aforementioned, the committee shall not have the power to enter into agreements for any one contract in excess of R350 000, or the aggregate amounts of such contracts, exceeding R500 000 in any one financial year unless that contract /those contracts were approved by members at an Annual General Meeting or a Special General meeting called for that purpose.
- 12.7.10** To sell, lease, exchange, alienate, mortgage, pledge, charge, hypothecate or otherwise dispose of any of the assets of the Club provided that no sale of land or the whole, or the greater part of the Club's immovable assets shall be of any force or effect, unless and until same has been ratified and confirmed by 75% (seventy five percent) of those present voting by ballot, at a General Meeting of Members in respect of which not less than 20% (twenty percent) of all the members who are entitled to vote are in fact present at such meeting;
- 12.7.11** to determine, impose, vary, alter or change subscriptions, fees, surcharges, discounts and to suspend or defer payment thereof;
- 12.7.12** 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;
- 12.7.13** To pronounce upon transgressions arising from, inter alia, a member's failure to comply with this Constitution, the Regulations and or the general code of conduct and /or ethics relating to the Club, as may be referred to it by the members or Management, provided that any decisions reached by the Committee shall be final and binding and not subject to any right of appeal. Members shall not be entitled to representation at any hearings that may be called by the Committee in this regard;
- 12.7.14** to subscribe and make payments or donations to charitable or benevolent institutions or for any public or useful object;
- 12.7.15** to invest any funds which are surplus to the operational requirements of the Club;
- 12.7.16** to purchase, hire, take on, lease or sub-lease or exchange, or otherwise acquire any movable or immovable property or rights;

- 12.7.17** to maintain the Links and arrange and regulate the conditions of play thereon and to close the Links without notice at any time if deemed necessary;
- 12.7.18** 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 and in terms of the title deed of property owned by the Club;
- 12.7.19** To develop, lay out, maintain and improve the grounds of the Club by the establishment of gardens, and other facilities as deemed necessary by the Committee.
- 12.7.20** Adjudicate upon and settle any dispute between members, provide such dispute is submitted in writing
- 12.7.21** To apply to any licensing authority for the granting 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
- 12.7.21** The Committee shall have the power to nominate one or more of its number to institute or defend any action at law in the name of the Club as and when required

12.8 Management

12.8.1 Appointment

The Management of the Club shall be appointed by the Committee from time to time at such terms and it may determine in its sole discretion. Management shall be responsible for the day to day administration, management, and conduct of the Club's affairs and shall report and be responsible to the Committee.

12.8.2 Duties of Management shall be as follows:

12.8.2.1 Prepare and formulate a business plan for the Club to be proposed to the Committee for approval and once approved, not to materially deviate from same without approval from the Committee;

12.8.2.2. Prepare and formulate a budget for the Club to be proposed to the Committee for approval, taking into account, inter alia, the needs of the members and various Sub-committees and / or service departments and the estimated financial performance of

the Club, and once approved, not to materially deviate from same without approval from the Committee;

- 12.8.2.3** Market the Club and its facilities so as to ensure that there is sufficient demand for membership and the holding of functions and / or golf days at the Club in line with the business plan projections;
- 12.8.2.4** Facilitate uniformity in structure and process between the Committee and the various Sub-committees via their appointed Chairperson;
- 12.8.2.5** Manage and maintain the facilities and services of the Club so as to ensure that minimum standards are maintained and constantly improved
- 12.8.2.6** Noting member's suggestions, requests and complaints and ensuring that they are timeously addressed;
- 12.8.2.7** Manage all financial affairs of the Club in accordance with the Club's policies and procedures, efficiently, timeously and with due care and accuracy.
- 12.8.2.8** Not materially deviate from the budget or established policies and procedures without the prior approval of the Committee;
- 12.8.2.9** Prepare a maintenance and / or improvement plan for the Club to be proposed to the Committee for approval and thereafter ensure its implementation within the agreed timeframes;
- 12.8.2.10** Conduct annual membership surveys to ascertain the members overall perception and satisfaction with the Club and address any shortcomings;
- 12.8.2.11** Manage the staff of the Club and the employment policies and / or conditions relating thereto including the adherence to the Code of Conduct and the Discipline and Guidance Procedures as approved by the Committee;
- 12.8.2.12** Implement a performance appraisal system whereby the performance of each staff member is assessed on an annual basis and constructive feedback given to each employee.
- 12.8.2.13** To engage employees of the Club, to enter into service contracts with them, upon such terms and conditions as it shall think fit, and to control, suspend and dismiss such employees and to vary their terms of employment from time to time subject to applicable legislation;
- 12.8.2.14** Ensure that the Club's website is always current and up to date;

- 12.8.2.15** Ensure that all newsletters are produced on time and that they contain current and relevant information;
- 12.8.2.16** Ensure that the Club's image and reputation remains untarnished by doing all that is reasonably possible to prevent negative exposure in the media and also that the advertising and sponsorship policies, as set by the Committee, are adhered to;
- 12.8.2.17** Ensure that complete asset registers and insurance cover with a reputable insurance company is maintained and updated
- 12.8.2.18** Ensure that the Club remains compliant with all applicable legislation;

13 MISCELLANEOUS

13.1 Payments for Services by Members

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

- 13.1.1** Save where management 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/she leaves the Club premises.
- 13.1.2** Where Management has authorized the granting of credit to members for particular functions, and a member has availed himself/herself of such facilities, the indebtedness of that member to the Club shall be discharged in full within 30 (thirty) days of dispatch to him or her of an account setting out his or her indebtedness.
- 13.1.3** 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 14 (fourteen) days written notice to pay, failing which Management may cause his or her name to be printed on the Notice Board of the Club as a defaulter in terms of this clause.
- 13.1.4** In the event of a member failing to discharge his or her indebtedness to the Club or to make special payment arrangements which are to the satisfaction of Management, within the 14 (fourteen) day period referred to above, he or she shall *ipso facto* cease to be a member of the Club.
- 13.1.5** The Committee shall be entitled in its sole discretion to readmit to membership a member who has ceased to be a member in terms of sub-clause 13.2.4 above upon payment of the member's indebtedness, and upon a satisfactory written explanation for the default being offered and accepted by the Committee.

13.1.6 Nothing contained in this clause shall be deemed to prejudice the right of the Committee or Management to institute legal action against a defaulting member for the recovery of any amount due to the Club at any time.

13.2 Business in Club Premises

13.2.1 The Club shall not be used by members for the conduct of business and in particular no advertisements or notices of any kind shall be affixed to the Club Notice Board save by or on behalf of the Committee or with the Committees' express approval.

13.2.2 No member shall use or permit the use of the Club address for business correspondence, or in any advertisement.

13.3 Damage to Property

If so required by the Committee, a member shall reimburse or compensate the Club for any loss which it has suffered by virtue of damage caused to the Club's property by such member.

13.4 Reciprocity

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

13.5 Financial year

The financial year of the Club shall end on 31st December.

14 ALTERATIONS AND INTERPRETATION OF CONSTITUTION

14.1 This Constitution shall only 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.

14.2 If any doubt or dispute shall arise over the proper interpretation of any of the foregoing clauses, the matter shall be referred to the Committee, whose decision shall be final and binding on all members.

14.3 In the event of any provision of this Constitution being in conflict at any time with the any Act or of any other law, such provision shall be of no force or effect provided however that this shall not invalidate any other provisions which are not in conflict with such Act or law.

15 WINDING UP

15.1 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.

15.2 At such meeting, those members present may appoint a liquidator to wind-up the affairs of the Club;

15.3 If upon a winding-up or dissolution of the Club, and after the satisfaction of all its debts and liabilities, there shall remain any assets whatsoever, same shall be given or transferred to some other company, society or association having objects similar to those of the Club.