



ERINVALE GOLF CLUB

CONSTITUTION

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CONSTITUTION

I certify that this Constitution was properly approved by Members at a General Meeting on 26th May 1998. Subsequent amendments were made by Members in General Meetings in accordance with its provisions, and by the Committee as provided for in articles 23.1.4 and 23.1.13



ERINVALE GOLF CLUB PRESIDENT
KOERT TULLENERS

23/5 '23

DATE

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ERINVALE GOLF CLUB CONSTITUTION

1 Name of Club

The name of the Club shall be Erinvale Golf Club.

2 Object [Purpose] of the Club

The object or purpose of the Club is to provide its Members with such sporting, social and recreational facilities as would normally be associated with a golf Club, including such other items, as may be incidental or ancillary to these facilities. The Club provides the facilities on land owned by the Company.

3 Nature of the Club

3.1 The Club is an association of its Members and is not established for the purpose of profit or gain.

3.2 The Club shall be non-political and non-sectarian.

4 Interpretations and Definitions

4.1 In this Constitution –

4.1.1 article headings are for convenience and are not to be used in its interpretation;

4.1.2 unless the context indicates a contrary intention an expression which denotes –

4.1.2.1 any gender includes the other genders;

4.1.2.2 the singular includes the plural and vice versa;

4.1.3 unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or Public Holiday, the next succeeding business day;

4.1.4 words and expressions defined in any article shall, unless the application of any such word or expression is specifically limited to that article, bear the meaning assigned to such word or expression throughout this Constitution.

4.2 In this Constitution, unless the context clearly indicates a contrary intention, the following expressions bear the meaning assigned to them below

4.2.1 **ANNUAL GENERAL MEETING** means a meeting of all Voting Members of the Club, as contemplated in article 15.

4.2.2 **ANNUAL SUBSCRIPTION** means the amount paid annually by Members defined and referred to in article 7 and shall be approved at the Annual General Meeting prior to the imposition of such subscription.

4.2.3 **APPEAL COMMITTEE** means a sub-committee comprising of the President or Vice-President, who shall act as a chairperson and 2 (two) Full Members who are not Committee members and who are willing to serve on the Appeal Committee, selected by the Committee from a panel of 5 (five) Full Members. The Committee shall nominate the panel at its first meeting after the Annual General meeting or at the first subsequent Committee meeting.

- 4.2.4 **CHAIRPERSON OF THE COMMITTEE** means that Member of the Committee who is elected by the Committee at its first meeting after an Annual General Meeting. The Committee from its Members must fill any vacancy for the position of Chairperson of the Committee as soon as possible after the vacancy has occurred.
- 4.2.5 **CLUB** means the Erinvale Golf Club.
- 4.2.6 **CLUBHOUSE** means the building that is managed and operated by the club for social and recreational purposes to be used by the club members, their guests as well as visitors of the club.
- 4.2.7 **COMMITTEE** means the Committee of the Club, as referred to in article 19 of the Constitution.
- 4.2.8 **COMPANY** means the Erinvale Golf Course Association (Reg No. 94 05573/08), a company incorporated in terms of Section 21 of the Companies Act No 61 of 1973 (as amended).
- 4.2.9 **CONSTITUTION** means this Constitution and regulations made thereunder.
- 4.2.10 **CORPORATE MEMBERS** means the Corporate Members as defined and referred to in article 7.1.2 but excluded a Juristic person as defined in article 4.2.18.
- 4.2.11 **DEVELOPER** means Lourensford Estates (Pty) Ltd.
- 4.2.12 **DISCIPLINARY COMMITTEE** means a sub-committee comprising of the Captain or the Vice-Captain, one of whom shall act as chairperson, and at least two other Members of the Committee. The main objects of the Disciplinary Committee shall be to conduct such disciplinary hearings as may be necessary, to reach a verdict and to take such action as may be appropriate in terms of article 12.1 of this Constitution.
- 4.2.13 **ENTRANCE FEE** means the fee payable by every Full Member upon admission or re-admission as Full Member of the Club. The fee shall be recommended by the Committee and approved each year by Voting Members in a General Meeting and is not refundable upon termination of Membership of the Club.
- 4.2.14 **ERINVALE** means Erinvale Golf Estates constituted by the land appearing on general plan no. 316/94 as at 23rd September 1994.
- 4.2.15 **FROZEN MEMBERSHIPS** are a maximum of 71 full memberships that are “frozen” (remain un-allocated) from the available maximum of 700 full memberships as referred to in article 6.3. The committee is authorised to make “frozen” memberships available to Erinvale homeowners and/or junior members, who apply to become full members in the case that the Club has achieved the limit of 629 voting members.
- 4.2.16 **FULL MEMBER** means a Member as defined and referred to in article 7.1.1.
- 4.2.17 **GENERAL MEETING** means either an Annual General Meeting or a Special General Meeting.
- 4.2.18 **HOME OWNERS' ASSOCIATION** means the Erinvale Home Owners Association constituted and established as a body corporate pursuant, *inter alia*, to the provisions of Section 29 of the Land Use Planning Ordinance No 15 of 1985 and registered with the Helderberg Municipality.
- 4.2.19 **JUNIOR MEMBER** means a Member as defined and referred to in article 7.2.2.
- 4.2.20 **JURISTIC PERSON** means a company, close corporation, partnership or trust, other than a Corporate Member, which is a Full Member of the Club and has been duly admitted as such in terms of the Constitution.

- 4.2.21 **MEMBER** means any natural person or Juristic Person as referred to in article 6 and defined in articles 7 and 8 and duly admitted as a Member in terms of this Constitution and, where appropriate, a Nominee of a Voting Member.
- 4.2.22 **MEMBERSHIP COMMITTEE** means a sub-committee comprising of a least three Committee members appointed by the Committee, of which one shall be either the President or the Vice-President, the principal objects of which shall be to make recommendations on all matters pertaining to Membership of the Club to the Committee, and to consider and, subject to appeal to the Committee, approve or reject all applications for Membership or nomination of Members.
- 4.2.23 **MEMBERSHIP** means Membership of the Club with all the rights, duties, obligations attached to each category of Membership under the Constitution.
- 4.2.24 **NOMINEE** means a natural person nominated by a Voting Member to receive entitlement to such rights privileges, duties and obligations in place of the nominating Member subject to such conditions as described in article 8 and elsewhere in the Constitution.
- 4.2.25 **PARTNER MEMBER** means a Member as defined and referred to in article 7.1.4.
- 4.2.26 **PREFERENTIAL MEMBERSHIP** means the preference given to certain applicants for membership who qualify in terms of articles 9.8 and 13.
- 4.2.27 **PROXY** means the authority to represent a voting member in voting at a general meeting. The voting member must appoint his/her proxy in writing and in the required format and timelines as referred to in this constitution or as per notification by the club.
- 4.2.28 **REMOTE BALLOT** means that a voting member can cast his/her vote for the resolutions at a general meeting remotely during his/her physical absence. The voting member must provide the remote ballot with his/her vote in writing, in the required format, and within the timelines as referred to in this constitution or as per notification by the club.
- 4.2.29 **RULES** mean the rules made by the Committee as provided for in articles 23 and 24 or by Voting Members in General Meeting.
- 4.2.30 **SOCIAL MEMBER** means a Member as defined and referred to in article 7.2.5.
- 4.2.31 **SPECIAL GENERAL MEETING** means a meeting called by the Committee at any time, or a meeting called by it upon a written requisition signed by at least 30 (thirty) Voting Members, specifying the object or objects for which such a meeting is to be held, in accordance with articles 16 and 17 hereof. 90 (Ninety) Voting Members are required to requisition a meeting if an object is to amend or revoke a resolution previously passed at a General Meeting, unless the Committee agrees to waive this requirement.
- 4.2.32 **SPECIAL SOCIAL MEMBER** means a Member as defined and referred to in article 7.1.3.
- 4.2.33 **VICE-CHAIRPERSON OF THE COMMITTEE** means the Member of the Committee who is elected as such by the Committee at its first meeting after an Annual General Meeting or at any subsequent meeting of the Committee.
- 4.2.34 **VOTING MEMBERS** mean Members as defined and referred to in article 7.1.
- 4.2.35 **VOTING RIGHTS** means the right to vote at General Meetings.

5 DIVISIBILITY AND DISPUTED INTERPRETATION

- 5.1 If any doubt or dispute shall arise over the proper interpretation of any of the articles in the Constitution, the matter shall be referred to the Committee, whose decision shall be final.
- 5.2 If any clause or part thereof is found by any Court of competent jurisdiction or an arbitrator to be defective or unenforceable for any reason whatsoever, the remaining clauses shall continue to be of full force and effect.

6 CLASSES OF MEMBERSHIP

6.1 VOTING MEMBERS

- 6.1.1 Full Members
- 6.1.2 Corporate Members
- 6.1.3 Special Social Members
- 6.1.4 Partner Members

6.2 NON-VOTING MEMBERS

- 6.2.1 [BLANK – ceased position – Domestic Partner Members; passed resolution SGM 29.9.2021]
- 6.2.2 Junior Members
- 6.2.3 Successor Members
- 6.2.4 Honorary Members
- 6.2.5 Social Members
- 6.2.6 Nominees

- 6.3 At no time shall the total number of Voting Members, *excluding Special Social Members*, exceed 700 (seven hundred), unless by resolution to that effect by Voting Members in General Meeting. In order for this article to be amended to increase the maximum number of Voting Members above 700 (seven hundred), the same voting requirements and procedures as set out in article 36 shall be required.

7 DEFINITION OF CLASSES OF MEMBERSHIP

The various classes of Membership are defined as follows:

7.1 VOTING MEMBERS

7.1.1 Full Members (Excluding Corporate Members).

- 7.1.1.1 Full Members are natural persons who, and Juristic Persons which, have acquired a Membership of the Club with Voting Rights and who or which have been duly admitted as such in terms of the Constitution, whether or not they are the registered owners' of property in Erinvale.

- 7.1.1.2 Full Members shall be entitled to 1 (one) vote a General Meetings.

7.1.1.3 A Juristic Person which is a Full Member and which has not assigned its Membership rights to a natural person shall be entitled to appoint a natural person as its representative to exercise all its Membership rights on its behalf, including, but not limiting it the right to vote at General Meetings, provided the Full Member has notified the Club in writing of the appointment of the representative. No new Juristic Persons shall be admitted to Membership after 2 April 2007.

7.1.1.4 A Full Member and the duly appointed representative of a Juristic Person shall have the right –

7.1.1.4.1 To serve on the Committee of the Club; and

7.1.1.4.2 To appoint 1 (one) Partner Member,

But the representative of a Juristic Person shall not have the right to appoint a Nominee for the purposes of article 8.

7.1.1.5 Full Members shall pay to the Club the Annual Subscription and any other charges and levies as may be laid down or imposed by the Committee from time to time and approved by the Voting Members at a General Meeting.

7.1.1.6 Full Members, including Members applying or re-applying to become Full Members, shall pay the Entrance Fee upon admission as Full Member of the Club.

7.1.1.6.1 Full Members and the duly appointed representative of Juristic Persons shall be subject to all the provisions of the Constitution.

7.1.2 Corporate Members

7.1.2.1 Corporate Members, which include the sub-category of Mini-Corporate Members listed in Annex “A” to the Constitution, where appropriate, are companies, close corporations, partnerships or trusts, and which have been duly admitted in terms of the Constitution as “Corporate Members” or “Mini-corporate Members”, of the Club, as the case may be.

7.1.2.2 Each Corporate Member shall be entitled to 1 (one) vote at General Meetings, and to appoint a natural person as its representative to exercise all its Membership rights on its behalf, including but not limiting it to the right to vote at General Meetings, provided the Corporate Member has notified the Club in writing of the appointment of the Representative.

7.1.2.3 The duly appointed representative of Corporate Members –

7.1.2.3.1 Shall have the right to serve on the Committee of the Club;

7.1.2.3.2 Shall not have the right to appoint a Partner Member or a Nominee for the purpose of article 8.

7.1.2.4 Corporate Members shall pay to the Club the Annual Subscription and any other applicable charges and levies as may be laid down or imposed by the Committee from time to time and approved by the Voting Members at a General Meeting, as follows :

7.1.2.4.1 Corporate Members : an amount equivalent of 3 (three) times that payable by Full Members;

7.1.2.4.2 Mini-corporate Members: an amount equivalent to 2 (two) times that payable by Full Members.

7.1.2.5 For the purpose of calculating the total number of Members as contemplated in article 6.3, a Corporate Membership shall be deemed to be 3 (three) Memberships, and a Mini-corporate Membership to be 2 (two) Memberships.

7.1.2.6 The duly appointed representative of Corporate Members and their Nominees shall be subject to all the provisions of the Constitution.

7.1.2.7 No new Corporate Members shall be admitted to membership after 2 April 2007. Corporate Members may resign but will not be entitled to any compensation upon resignation. A Corporate Membership may, subject to the procedures set out in articles 9 and 13, be converted into 3 (three) natural person Full Memberships as described in article 7.1.1.

7.1.3. Special Social Members

7.1.3.1. All new Erinvale homeowners who become homeowners after 23 April 2015 and who are obliged under the Erinvale HOA's Constitution and Rules to become non-golf playing members at EGC ("new homeowners") shall become Special Social Members of the Club.

7.1.3.2. If the new homeowner is a Juristic Person, the Juristic Person shall nominate a natural person to become the Special Social Member on its behalf.

7.1.3.3. The Annual Subscription payable by Special Social Members shall be 40% (forty per cent) of the Annual Subscription applicable to Full Members (excluding Corporate Members) as described in Art 4.2.2 and imposed in terms of Art 7.1.1. of the Constitution, provided that Special Social Members shall not be obliged to pay any other charges and levies payable by other Classes of Membership as contemplated in Art 6 and 7 of the Constitution, and that Special Social Members shall not be deemed to be voting Members for the purpose of determining and imposing such other charges and levies on other Classes of Membership.

7.1.3.4. Special Social Members shall pay an entrance fee as defined in article 4.2.12 of the Constitution.

7.1.3.5. Special Social Members shall be entitled to use the Club's facilities and amenities as defined in the Club's Membership brochure.

7.1.3.6. Subject to clauses 7.1.3.3 and 7.1.3.10, Special Social Members shall have 1 (one) vote at General Meetings.

7.1.3.7. Special Social Members shall not be entitled to convert their Special Social Membership to a Social Membership provided for under article 7.2.5 of the Constitution.

7.1.3.8. Special Social Members shall be subject to all the provisions of the Constitution, including the admission to membership procedure set out in article 9.

- 7.1.3.9. Special Social Members shall not be entitled to serve on the Committee or appoint a Partner Member.
- 7.1.3.10. Special Social Members shall not be deemed to be Voting Members for the purpose of determining the total number of Voting Members referred to in article 6.3 of the Constitution.

7.1.4 Partner Members

- 7.1.4.1 A Partner Member is the domestic partner of a Full Member who is a natural person or, in the case of a Juristic Person, the domestic partner of the representative of the Juristic Person duly appointed as such in terms of the provisions of article 7.1.1.3, and who has been admitted to Membership of the Club.
- 7.1.4.2 Partner Members shall be entitled to 1 (one) vote at General Meetings.
- 7.1.4.3 Partner Members shall not be entitled to appoint a Nominee.
- 7.1.4.4 A Partner Membership shall lapse automatically at the end of the subscription year during which the Full Member ceases to be a Full Member. The Partner Member may however proceed under article 13.3.
- 7.1.4.5 Partner Members shall pay the Club the Annual Subscription as is payable by Full Members and any other applicable charges as may be laid down or imposed by the Committee from time to time and approved by the Voting Members at a General Meeting, but are exempted from paying an Entrance Fee.
- 7.1.4.6 A Partner Membership shall not be capable of being sold or transferred.
- 7.1.4.7 Partner Members shall be subject to the admissions procedures set out in article 9.

7.2. NON-VOTING MEMBERS

7.2.1. [BLANK – ceased position – Domestic Partner Members; passed resolution SGM 29.9.2021]

7.2.2. Junior Members

7.2.2.1. A Junior Member is –

- 7.2.2.1.1. The child, or, at the discretion of the Committee, any other relative or dependent of a natural person who is a Full Member and which Junior Member has been admitted to Membership of the Club, such admission being at the discretion of the Membership Committee;
- 7.2.2.1.2. The child, or, at the discretion of the Committee, any other relative or dependent of a natural person who has a major or significant interest in a Juristic Person which is a Full Members and which Junior Member has been admitted to Membership such admission at the discretion of the Membership Committee.
- 7.2.2.1.3. A junior golfer who does not qualify to become a Junior Member in terms of article 7.2.2.1.1 or article 7.2.2.1.2 of the Constitution, but who is allowed to become a Junior Member, at the discretion of the Committee

and is subject to all the applicable provisions of article 7.2.2 and other applicable provisions of the Constitution

- 7.2.2.2. Playing times and access to Club facilities for Junior Members may be restricted by the Committee from time to time.
- 7.2.2.3. Junior Members shall not be entitled to vote at General Meetings.
- 7.2.2.4. A Junior Membership shall not be capable of being sold or transferred.
- 7.2.2.5 Junior Members, when no longer eligible under the term of Pupil/Student Membership may apply for Full Membership under Article 9.
If accepted the entrance fee payable would be:
 - a.) Junior Member for less than two years – full entrance fee.
 - b.) Junior Member for between two and five years - 50% entrance fee
 - c.) Junior member for over five years – 20% entrance fee
- 7.2.2.6 To accommodate Junior Members who wish to become Full Members, the Committee is authorised to use, for this specific purpose, the 71 memberships currently frozen.
- 7.2.2.7 Three categories of Junior Membership shall exist, all of which shall be subject to the provisions of articles 7.2.2.1 and 7.2.2.4 (inclusive). These categories are as follow:

7.2.2.7.1 Pupil Members :

- 7.2.2.7.1.1 Pupil Members are natural persons who are maximum 18 (eighteen) years at the beginning of a given subscription year.
- 7.2.2.7.1.2 Pupil Members shall pay to the Club an annual subscription equivalent to 15% (fifteen percent) of the Annual Subscription payable by a Full Member and any other applicable charges as may be laid down or imposed by the Committee, and approved at a General Meeting by Voting Members of the Club.

7.2.2.7.2 Student Members :

- 7.2.2.7.2.1 Student Members are *bona fide* full time scholars or students who are minimum 19 (nineteen) years up to the age of 25 (twenty five) years in a given subscription year.
- 7.2.2.7.2.2 Student Members are obliged to submit proof of registration at a recognized educational institution at the beginning of each subscription year.
- 7.2.2.7.2.3 Student Members shall pay to the Club an annual subscription in an amount equivalent to no more than 20% (twenty percent) of the Annual Subscription payable by a Full Member and any other applicable charges as may be laid down or imposed by the Committee and approved at a General Meeting by Voting Members of the Club.

7.2.2.7.3 Young Professional Members:

- 7.2.2.7.3.1 Young Professional Members are natural persons who are minimum 19 years and not older than 32 (thirty-two) years at the beginning of a given subscription year and who do not qualify as Student members.
- 7.2.2.7.3.2 Young Professional Members shall pay to the Club an annual subscription equivalent to 50% (Fifty percent) of the Annual Subscription payable by a Full Member and any other applicable charges as may be laid down or imposed by the Committee, and approved at a General Meeting by Voting Members of the Club.
- 7.2.2.7.3.3 The number of rounds for Young Professional Members shall be limited to a maximum of 36 x 18 holes (or double number of 9-hole rounds), within one subscription year. Additional rounds will be charged at Member Guest rate, applicable for the seasonal rate at the time.
- 7.2.2.7.3.4 Young Professional Members shall be subject to all the provisions of the Constitution, including the Admission to Membership Procedure.

7.2.3 Successor Member

A Successor Member is a natural person who has been nominated by a Full Member in an expression of wishes letter lodged with the Club that upon the Full Member's death the nominated person be entitled to apply for that deceased Full Member's Membership subject to Article 9, and has been duly admitted to Membership. A domestic partner successor shall not be liable to pay an Entrance Fee.

7.2.4 Honorary Member

- 7.2.4.1 An Honorary Member is a natural person who has rendered or may render exceptional service to the Club, thus promoting its purpose and contributing to its development and who has been granted the title of "Honorary Member" by either the Developer before the conclusion of the Annual General Meeting of the Club held on 7th May 1997 or by the Club in General Meeting thereafter.
- 7.2.4.2 An Honorary Member shall have all the rights, duties, obligations and privileges as a Member, except as qualified in this article.
- 7.2.4.3 An Honorary Members shall be granted such title only with the approval of the Voting Members of the Club in General Meeting.
- 7.2.4.4 An Honorary Member shall not have a vote at General Meetings and shall not be liable for Annual Subscriptions or any other charges or levies as may be laid down or imposed by the Committee and approved at a General Meeting by Voting Members of the Club and shall not be entitled to nominate a Partner Member, Junior Member, a or Successor Members or a Nominee.
- 7.2.4.5 There shall not be more than 10 (ten) Honorary Members in number at any given time.

7.2.4.6 Honorary Membership shall be for a maximum period of 1 (one) year or such extended period as may be permitted in terms of a resolution of a General Meeting, or for such period as granted by the Developer before the conclusion of the Annual General Meeting of the Club held on 7th May 1997.

7.2.4.7 Honorary Membership shall not be capable of being sold, bequeathed or transferred.

7.2.5 Social Member

7.2.5.1 Subject to article 7.1.3.7, the following persons may apply for a Social Membership, subject to availability of such memberships and compliance with the relevant provisions of the Constitution:

7.2.5.1.1 Registered owners of immovable property at Erinvale ('Owner').

7.2.5.1.2 Family members of an Owner who reside permanently with an Owner and other persons who, with the approval of the Home Owners' Association, reside permanently with an Owner. "Permanently" in this context means an uninterrupted period of 12 (twelve) calendar months. ("Household social members").

7.2.5.1.3 Tenants of an Owner having a right occupation of an Owner's property at Erinvale for an uninterrupted period of not less than 12 (twelve) calendar months.

7.2.5.1.4 Former Full Members who are no longer owners of property or resident at Erinvale.

7.2.5.1.5 Full Members who have appointed a Nominee, except Corporate Members.

7.2.5.2 Social Members shall be entitled to use the Clubhouse facilities and amenities as defined in the Club's Membership brochure.

7.2.5.3 Social Memberships shall not be capable of being sold, bequeathed or transferred.

7.2.5.4 Social Members shall pay to the Club an annual subscription not exceeding 8% (eight percent) of the Annual Subscription and an amount not exceeding 8% (eight percent) of any other applicable charges and levies as may be determined by the Committee from time to time and approved at a General Meeting by Voting Members. Household social members shall be exempt from paying any annual subscriptions or any other charges and levies as contemplated above.

7.2.5.5 Social Members shall not be entitled to vote at the any General Meeting.

8 NOMINATION

8.1 Voting Members shall be entitled to nominate the following number of natural persons to exercise the Membership rights of the Voting Members, subject to the limitations imposed in this article 8 or elsewhere in the Constitution, and provided that a Full Member which is a Juristic Person shall not be entitled to nominate any persons in terms of this article if it has appointed a representative in terms of article 7.1.1.3:

- 8.1.2 Full Members : 1 (one) Nominee
- 8.1.3 Corporate Members : 3 (three) Nominees (in addition to a representative appointed in terms of article 7.1.2.2)
- 8.1.4 Mini-corporate Members : 2 (two) Nominees (in addition to a representative appointed in terms of article 7.1.2.2)
- 8.2 All nomination shall be subject to the admission procedures set out in article 10, as if the person nominated were applying for Membership and such Nominee, after admission, shall be subject to the provisions of the Constitution and be deemed to be a Member for the purposes of article 12.
- 8.3 Nominees shall not be entitled -
 - 8.3.2 To vote at General Meetings;
 - 8.3.3 To serve on the Committee;
 - 8.3.4 To appoint a Domestic Partner Member;
 - 8.3.5 To appoint a Nominee;
 - 8.3.6 To sell, bequeath or transfer his or her nomination.
- 8.4 Voting Members shall be obliged to notify the Club in writing of each nomination in terms of this article.
- 8.5 Any nomination shall be deemed to be for an indefinite period, but not less than 1 (one) year, unless the Membership Committee in its discretion otherwise decides. Subject to the above, nominations may be cancelled by the nominating Member or the Nominee by giving the other not less than 30 days (thirty) days written notice and simultaneously notifying the Club of such cancellation.
- 8.6 Notwithstanding that nomination has occurred, the Voting Member making the nomination shall be and remain responsible for the payment of the Annual Subscription and any other charges and levies that may be laid down or imposed by the Committee from time to time and approved by the Voting Members at a General Meeting and any other debts the Nominee may owe to the Club, and complies with all the provision of the Constitution, and in addition shall be subject to the provisions of article 12.3.

No member who appoints a nominee shall be entitled to any remuneration for the nomination.

9 ADMISSION TO MEMBERSHIP

- 9.1 Any applicant applying for Membership shall be required to complete such Membership application forms and to follow such procedures as may be prescribed by the Committee from time to time and may be required to attend an interview with the Membership Committee or any Member or Members of the Committee. The application form shall in all respects comply with the provision of the Constitution.
- 9.2 Applicants for Membership shall be deemed to have agreed to be bound by the Constitution and any Rules made in terms thereof.
- 9.3 The Membership Committee in its sole discretion shall be entitled to refuse Membership, for any reason which it may regard as in the interest of the Club and the Members, to any person applying for same, but shall not be obliged to provide reasons for such refusal.

- 9.4 The rights, duties, obligations and privileges of Membership shall become effective only after an application for Membership has been approved by the Membership Committee, and after any Annual Subscriptions, charges and special levies or any portions thereof that are due and payable have been paid.
- 9.5 An applicant for Membership shall be obliged to pay such deposit at the time of application as may be laid down by the Committee from time to time, which deposit shall be refundable to the applicant in the event of the application not being successful, less any amount as may be determined by the Committee in respect of direct and reasonable administration costs.
- 9.6 If accepted for Membership the applicant shall then be liable to pay all monies due either immediately or in such installments as the Committee may in its discretion determine less such deposit as may have been paid by the applicant.
- 9.7.1 All new Full Members admitted to membership after 2nd April 2007 shall be liable to pay the Entrance Fee as per article 4.2.12, except as provided for in articles 7.2.3 and 13.3.
- 9.8 When a Full Member who directly or indirectly owns fixed property on Erinvale sells such property and provided he / she resigns from Club Membership, the buyer of the property shall be entitled to apply for membership in place of that selling member and shall be duly admitted, subject to the provisions of Article 9 including the payment of the Entrance Fee. If the buyer of the property is not a natural person, the buyer shall nominate a natural person to become the Full Member.

10 RIGHTS, DUTIES AND PRIVILEGES OF MEMBERS

- 10.1 All Members shall have the rights, duties, obligations and privileges as set out in the Constitution, subject to such limitations as are set out in the Constitution, be entitled to make use of all the facilities and amenities of the Club at all times, subject to any other restrictions imposed by this Constitution, the Rules made in terms thereof, or by the Committee.
- 10.2 All Voting Members shall, subject to such limitations set out in article 7 or elsewhere in the Constitution, have the right to serve on any Committee of the Club to which such Member may be elected.
- 10.3 All Members shall be subject to any security, traffic or safety regulations imposed on Erinvale by the Home Owners' Association.
- 10.4 All Members shall provide the Club by written notice their postal and e-mail (if available) addresses as set out in article 34 and the onus is on Members to ensure that the Club has their current address.
- 10.5 All Members shall be bound by the terms of this Constitution.
- 10.6 All Members are entitled to an annual membership.

11 LIABILITY OF MEMBERS

The liability of Members shall be limited to the amount of their unpaid Annual Subscriptions and any other amounts that they may owe to the Club from time to time whether referred to in this Constitution or not.

12 DISCIPLINE

12.1 Should any Member in the opinion of the Disciplinary Committee, commit any breach of the Constitution, Rules and/or Regulations of the Club, or be guilty of improper, dishonest, unsportsmanlike, offensive, unseemly, or objectionable conduct, or conduct likely to reflect on or discredit the Club or its Members as a group, or of conduct that is prejudicial to the interests or reputation of the Club, whether within the Club's premises or outside them and in whatever form or manner, the Disciplinary Committee shall have the power in its discretion –

12.1.1 To reprimand such Member ;

12.1.2 To deprive such Member of all or any rights and privileges of Membership for such period as the Disciplinary Committee may deem fit ;

12.1.3 To suspend such Member for such period as the Disciplinary Committee may deem fit ;

12.1.4 To impose fine on such Member for such amount as it may deem fit which shall be a debt owing to the Club and payable on demand, provided that the maximum fine which may be imposed shall not exceed an amount equivalent to 10% (ten percent) of that Member's Annual Subscription ;

12.1.5 To call upon a Member in writing to resign. If he or she fails to resign within 7 (seven) days the Disciplinary Committee may expel such Member from the Club ;

12.1.6 To declare such Member for such period as the Disciplinary Committee shall deem fit ineligible for election or re-election to the Committee or the Club or any sub-committee of the Committee ;

12.1.7 To publish the names of Members against whom disciplinary action has been taken in such form and place as the Committee in its sole discretion may deem fit and appropriate, including but not limited to publication in any newsletter issued by the Committee or the Club notice board, provided that no such details of a disciplinary hearing may be published until the outcome of any appeal hearing, if any.

12.2 Disciplinary Committee Procedures

12.2.1 The Disciplinary Committee must convene a meeting of the Disciplinary Committee within 3 (three) calendar days after the chairman of the Disciplinary Committee has received the reference from the Committee to consider whether or not a disciplinary hearing is warranted in respect of the matter referred to it by the Committee.

12.2.2 If the Disciplinary Committee resolves that the complaint warrants a disciplinary hearing it shall inform the affected member ('member') of the complaint and provide details of the complaint and the date, time and place of the disciplinary hearing to the member within 3 (three) calendar days of the Disciplinary Committee's decision to proceed with a hearing which date shall be not less than 14 (fourteen) calendar days before the hearing or such earlier date as may be agreed between the Disciplinary Committee and the member.

12.2.3 The affected member shall have the right to make oral or written representations and submissions to the Disciplinary Committee. Any written representations and submissions must be submitted to the chairman of the Disciplinary Committee not less than 2 (two) calendar days before the hearing. The member shall provide an address, and stipulate the method of communication, to which address the decision of the Disciplinary Committee should be sent.

- 12.2.4 The Disciplinary Committee and the member shall be entitled but not obliged to present evidence at the hearing in the form of witnesses, documentation, video footage or other evidence as they in their discretion deem necessary in the circumstances.
- 12.2.5 The member shall have no right to demand that the Disciplinary Committee must call any witnesses for purposes of cross-examination by the member or that any other evidence be represented by the Disciplinary Committee. The member subjected to a disciplinary hearing acknowledges and accepts that the Disciplinary Committee has no right or power to subpoena any witness to give evidence or present documents or other evidence at the hearing.
- 12.2.6 Neither the Disciplinary Committee nor the member shall be entitled to legal representation at a disciplinary hearing.
- 12.2.7 The Disciplinary Committee shall convey its decision on the disciplinary hearing in writing to the member within 2 (two) calendar days after conclusion of the disciplinary hearing. The decision of the Disciplinary Committee shall be communicated to the member at the address and by the method of communication provided for this purpose by the member, and in the absence of such an address or method of communication, to an address and method of communication as envisaged in terms of Article 34.1 of the Constitution. The decision of the Disciplinary committee despatched as above shall be deemed to be proper communication of the decision to the member.
- 12.3 In the case of a Nominee nominated in terms of article 8, the Disciplinary Committee may in addition to the powers set out in article 12.1, proceed against the Member who nominated the Nominee in whatever manner it deems appropriate, provided such actions fall within the powers set out in articles 12.1.1 to 12.1.6 (inclusive).

12.4 Appeal Committee Procedures

- 12.4.1 The affected member ('member') shall have the right of appeal to an Appeal Committee constituted in terms of article 4.2.3 against any decision of or action by a Disciplinary Committee.
- 12.4.2 The notice of appeal shall be submitted in writing and must be received by the Club within 7 (seven) calendar days of receipt by the member of the communication referred to in article 12.2.7, failing which the decision of the Disciplinary Committee shall be final and binding and may be published as stipulated in Article 12.1.7.
- 12.4.3 The Appeal Committee, constituted in terms of Article 4.2.3, shall be appointed within 7 (seven) calendar days after receipt by the Club of the member's notice of appeal.
- 12.4.4 The chairman of the Appeal Committee shall inform the member in writing of the date, time and place of its appeal hearing not less than 7 (seven) calendar days before the date of the hearing.
- 12.4.5 The chairman of the Disciplinary Committee shall provide the members of the Appeal Committee with a full record of the Disciplinary Committee proceedings, including its findings and all supporting documentation and evidence not less than 2 (two) days before the date set for the appeal hearing.
- 12.4.6 The member shall be given the opportunity to make oral or written representations and submissions to the Appeal Committee. If the member elects to make written submissions he shall do so not later than 48 (forty eight) hours before the commencement of the appeal hearing.

12.4.7 The Appeal Committee shall not be empowered or entitled to present any new evidence in any form at the appeal hearing.

12.4.8 Neither the Club nor the member shall be entitled to legal representation at the appeal hearing.

12.4.9 The Appeal Committee shall convey its decision to the member in writing within 2 (two) calendar days of the conclusion of the appeal hearing.

12.4.10 Written communication to the member shall be in writing and despatched to the address and by the method set out in article 12.2.7.

12.5 Should a Member fail to pay the Annual Subscription, special or other levies or any other charges due and payable to the Club by the due and payable date, the Main committee shall have the power and authority in its discretion and on written notice to the affected Member –

12.5.1 to reprimand the Member;

12.5.2 to suspend the Member for such period as the Main Committee may deem fit and appropriate;

12.5.3 to publish the name of the Member in such form and place as the Main Committee in its discretion may deem fit and appropriate;

12.5.4 to terminate the Membership of the Member with immediate effect if the Member has failed to pay the Annual Subscription, special or other levies or any other charges due and payable within 30 (thirty) days of becoming due and payable;

12.5.5 in the case of a Nominee Member nominated in terms of article 8, the Main Committee, in addition to any action taken against the Nominee, may proceed and take action against the Member who nominated the Nominee, in whatever manner it may deem fit and appropriate, provided that such action falls within the powers set out in articles 12.5.1 to 12.5.4 (inclusive).

12.6A Member affected by any action taken by or decision of the Main Committee under article 12.5 shall have no right of appeal against the action or decision.

13 PREFERENTIAL MEMBERSHIP

13.1 After 1 July 2007, no Full Membership or the right to a Full Membership or any entitlement in terms thereof may be sold and no Full Membership may be transferred except as provided for in this Constitution.

13.2 A Full Member who wishes to resign as a Member of the Club shall be entitled to nominate a natural person to replace such resigning Full Member even if there is a waiting list for Membership and such natural person shall be admitted to Membership subject to the requirements of article 9.

13.3 A Full Member who is a natural person may cede and assign his or her Membership and the rights and obligations attached to such Membership to his / her Domestic Partner or an existing Junior Member of the Full Member's immediate family. Such cession and assignment shall be in such a form as may be prescribed by the Membership Committee from time to time and shall be subject to the admission procedures set out in article 9 as if the domestic partner or Junior Member was applying for membership of the Club but no entrance fee shall be payable.

13.4 If an owner of property at Erinvale does not have a Membership in the Club and wishes to become a Full Member, that owner shall be placed on a waiting list for Club Memberships maintained and managed by the Club in order of application with other Owners who have so applied, and preference

to such applications of Owners in such order shall be given over applicants who, or which, are not Owners.

13.5 Except as otherwise provided in the Constitution, no Member shall be entitled to assign their rights or obligations in or to their Membership to any other party.

14 REVERSION OF MEMBERSHIP RIGHTS

14.1 In the event of a Member being expelled from the Club the Member's membership shall cease and the Club shall not be liable to refund to such expelled Member any amount in this regard. The expelled Member shall remain liable for any sums of whatsoever nature owing to the Club.

14.2 A Full Member may resign from the Club at any time provided the resignation is in writing. Notwithstanding the resignation, the Full Member shall remain liable for any outstanding Annual Subscriptions or any other amounts owing to the Club.

15 ANNUAL GENERAL MEETING

15.1 An Annual General Meeting shall be held within a radius of 25Km of the Club's clubhouse by no later than 6 (six) months after the end of the financial year.

15.2 The following business shall be transacted at an Annual General Meeting:

15.2.1 The election of the Members of the Committee;

15.2.2 The election of the auditors;

15.2.3 Consideration of the Committee reports on the management and financial affairs of the Club;

15.2.4 Approval of the budgets and Annual Subscriptions and Entrance Fee for the following year;

15.2.5 The approval of special levies which may be proposed and the manner in which these should be paid and apportioned amongst Members obliged to pay such levies;

15.2.6 Deliberation on all matters deemed to relate to the interest and wellbeing of the Club and the Members;

15.2.7 The approval of the annual financial statements for the preceding year;

15.2.8 Approval of Entrance Fee funds spending, if any.

15.3 The notice of the Annual General Meeting shall be in writing and shall be posted or sent to all Members at least 28 (twenty eight) days prior to the date fixed for such meeting and shall also be prominently and continuously displayed on the Club notice board from the date upon which it was posted or sent until the date of the Annual General Meeting. The accidental omission to post or send to any Member, or non-receipt by any Member, of his or her notice shall not invalidate a meeting otherwise properly called and constituted.

15.4 A copy of any financial statements and budgets which are to be laid before the Members at the Annual General Meeting shall be sent to every Member not later than 28 (twenty eight) days before the date of the meeting.

- 15.5 Written notice of any motion which the Committee or any Voting Member may wish to bring before the meeting shall be lodged with the management of the Club not later than 15 (fifteen) days before the date thereof, and in the case of a motion proposed by a Voting Member shall be countersigned by, and express itself to be approved by, no fewer than 4 (four) Voting Members. Such motion shall be incorporated in the notice convening the meeting, if received in time, and shall be promptly and continuously displayed on the Club's notice board from the date upon which it is received until the date of the Annual General Meeting.

16 SPECIAL GENERAL MEETING OF MEMBERS

- 16.1 The Notice of any Special General Meeting of Members shall be in writing and shall be posted or sent to all those entitled to receive it at least 28 (twenty eight) days before the date fixed for such meeting and prominently and continuously displayed on the Club notice board from the date upon which it is posted or sent until the date of the meeting. The accidental omission to post or send to any Member or non-receipt by any Member of his or her notice shall not invalidate a meeting otherwise properly constituted.
- 16.2 In the case of a meeting requisitioned by the Voting Members as contemplated in article 4.2.28, notice of the date of such meeting shall be posted or sent to Members within 28 (twenty eight) days of receipt of said requisition.

17 PROCEEDINGS AT GENERAL MEETINGS OF MEMBERS

The following provision shall govern the conduct of all general Meetings, whether Annual General Meetings or Special General Meetings:

- 17.1 The quorum shall be 50 (fifty) Voting Members and who are present or represented by proxies or by remote ballot votes as contemplated in article 18. The proxies together with remote ballot votes can only count for a maximum of 50% of the quorum; the other 50% must be voting members who are attending in person.
- 17.2 Should a quorum not be present within a period of 10 (ten) minutes from the time appointed for such meeting then in the case of :
- 17.2.1 A Special General Meeting convened in consequence of a requisition of Voting Members, the meeting shall be dissolved.
- 17.2.2 Any other General Meeting, 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 day other than a Public Holiday, Saturday or Sunday.
- 17.3 The Chairperson of the Committee shall preside at General Meetings, and failing that person his or her nominee if any (who shall also be a Member of the Committee), or such Member of the Committee as is deputed thereto by the Committee members who are present.
- 17.4 Except as otherwise provided in this Constitution all questions arising at a General Meeting shall be decided by a majority vote of those Voting Members present or represented by proxy or by remote ballot, *excluding* abstentions and non-votes.
- 17.5 Voting Members shall be entitled to such number of votes as stipulated in article 7.1 and all other classes of Members shall not have any right to vote.

- 17.6 Voting shall be by ballot, including remote ballots.
- 17.7 In the event of an equality, the Chairperson shall have a second or casting vote in addition to his or her deliberative vote. A Member of the Club Management delegated by the Chairperson shall be responsible for the counting of the votes.
- 17.8 A Member of the Club Management delegated by the Chairperson shall be the secretary of the meeting or another Member thereof designated by the Chairperson.
- 17.9 The Chairperson may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which the meeting was entitled to transact at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Except as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 17.10 The decisions of the meeting shall be recorded in a register of the minutes after confirmation at the next meeting and signed by the Chairperson. The register shall be kept at the Clubhouse where all Members may inspect it, but without removing the register from its location.
- 17.11 The minutes of all Committee meetings and General Meetings shall be sent to the Chairperson of the Home Owners' Association.

18 PROXIES

- 18.1 At any General Meeting a Voting Member may be represented by proxy, provided that such proxy is recorded in writing and clearly identifies the Voting Member to whom the proxy is given (who shall be present at such General Meeting).
- 18.2 A proxy may only be given to a Voting Member of the Club or such other person who shall be approved of by the Committee in its sole discretion.
- 18.3 Proxies shall be submitted not later than 24 (twenty four) hours before a General Meeting, but excluding Saturdays and Sundays and public holidays.
- 18.4 The Committee shall determine by resolution from time to time both the form and content of the written proxy and remote ballot, which shall be acceptable to it in its sole discretion.

19 THE CLUB COMMITTEE AND CONSTITUTION THEROF

- 19.1 The day to day administration, management, conduct and control of the Club's affairs and all matters appertaining thereto, shall vest in the Committee which shall consist of those Members elected in terms of article 20 and any Members appointed or co-opted in terms of article 23, provided that should the total number of Committee members at any time fall below 5 (five) a General Meeting shall be called to elect a new Committee. The Committee may delegate such aspects as it deems fit to the management of the Club.
- 19.2 The Committee to be elected at each Annual General Meeting shall preferably but not compulsorily be comprised of the following :
- 19.2.1 A President ;

- 19.2.2 A Vice-President ;
 - 19.2.3 A Captain ;
 - 19.2.4 A Vice-Captain ;
 - 19.2.5 A Treasurer ;
 - 19.2.6 A Ladies' Captain ;
 - 19.2.7 3 (three) Additional Members.
- 19.3 The Chairperson of the Home Owners' Association, shall be entitled to attend all meetings of the Committee in *an ex officio* capacity. The Chairperson shall not have the right to vote, shall not count towards the quorum, and shall be entitled to nominate a person to attend on his/her behalf. Such nominee must be a person acceptable to the Committee.

20 COMMITTEE NOMINATIONS AND ELECTION

- 20.1 Each elected member of the Committee shall be elected for a period of 2 (two) years and shall cease to be a member of the Committee at the conclusion of the Annual General Meeting in the second year following the year in which that member was elected.
- 20.2 Nominations shall be made for the specific designation as set out in articles 19.2.1 to 19.2.7 (inclusive).
- 20.3 No Member of the Club shall be eligible for election to the Committee unless –
 - 20.3.1 such Member has been nominated and seconded in writing as a candidate by two Voting Members of the Club ;
 - 20.3.2 such Member is entitled to be elected as Committee member in terms of the Constitution and has signified in writing his or her willingness to accept office if elected ;
 - 20.3.3 the nomination and acceptance have been delivered to the retiring Committee at least 7 (seven) days before the Annual General Meeting is due to take place ;
 - 20.3.4 the nomination and acceptance have been prominently and continuously exhibited on the notice board of the Club from the time it was received until the conclusion of the Annual General Meeting;
 - 20.3.5 such Member is in good standing and has no overdue debt with the Club.
- 20.4 Retiring Members of the Committee (including co-opted Members) who offer themselves for re-election shall be eligible to re-election.
- 20.5 The election shall be by ballot upon such terms and conditions as shall be prescribed by the Chairperson in his or her sole and absolute discretion.
- 20.6 In the event of a vacancy occurring on the Committee for any reason the vacancy may be filled by the Committee in its sole discretion by co-option of a Member entitled to become a Committee member in terms of the Constitution.
- 20.7 Decisions and acts performed by the Committee after the co-option of a Member will be as valid as if such Member was duly elected in an Annual General Meeting.

20.8 The secretarial functions of the Club shall be undertaken by its full time administrative staff.

20.9 The election of the Committee shall take place at the Annual General Meeting.

20.10 Committee members, by virtue of being elected or co-opted to the Committee, shall be deemed to be appointed as directors of the Company for the corresponding period as they are members of the Committee, subject to the memorandum and articles of association of the Company.

21 PROCEEDINGS OF THE COMMITTEE

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

21.1 The quorum shall be a majority of those Committee members at the time who are present in person at the meeting.

21.2 The elected Chairperson shall preside and in the absence of that person, the Vice Chairperson, and in the absence of both, those present shall elect a chairperson from among their number to preside at the meeting.

21.3 Except as is otherwise provided in the Constitution all questions arising at such meetings shall be decided by a majority vote of those present.

21.4 Each Member of the Committee present in person shall be entitled to 1 (one) vote in any matter upon which a vote is taken.

21.5 Voting shall be by show of hands, but shall be by ballot if so required by the meeting.

22 DUTIES OF THE COMMITTEE

The Committee shall –

22.1 meet regularly for the dispatch of the current business of the Club; any urgent decision taken outside a Committee meeting after consulting at least a quorum of the Committee shall be valid in all respects as if it had been duly agreed to at a Committee meeting provided it is ratified at the next formal meeting of the Committee;

22.2 ensure that proper records are maintained of the functioning of the Club, and proper minutes are kept of its meetings. The minutes of each meeting shall be approved at each subsequent Committee meeting and thereafter signed by the Chairperson;

22.3 represent the Club in law and before any administrative authority ;

22.4 keep register of all the Members stating separately the different categories of members, which shall be open for inspection by Members during office hours but Members shall not be entitled to a copy of the register. No member may use the information register for commercial purposes or for purposes not relating to the affairs of the Club, and in particular shall not disclose the information on the register to any non-member of the Club;

22.5 convene an Annual General Meeting in terms of article 15;

22.6 convene a Special general Meeting in accordance with article 16;

- 22.7 establish or alter the Club Rules with the purpose of implementing the provision of the present Constitution and proper functioning of the Club;
- 22.8 cause to be kept proper books of account, and such other registers, books or documents as shall be required by law from time to time;
- 22.9 cause the Club's books of account to be audited by a duly elected public accountant and auditor or auditors who shall audit the books of the Club at such intervals as the Committee may require, and at least once in each financial year;
- 22.10 submit the audited accounts for the past financial year and the budget for the following year to the Annual General Meeting for approval;
- 22.11 maintain a banking account in the name of the Club into which all moneys shall be deposited as soon as possible after receipt thereof. All cheques drawn on such account shall be signed by any two of the persons designated as signatories by the Committee;
- 22.12 keep available for inspection by any Member during weekday office hours excluding Saturdays, Sunday and public holidays, but with not less than 24 hours written notice, certain documentation in the club's possession. This includes correspondence or other communications from other Members or any third party relating to the affairs of the Club, financial records and contracts, but excludes information and documents relating to employees of the Club, the personal details of other Members and any privileged legal documentation. The Committee may, in its discretion, call for reasons for an inspection, and if it finds these to be unreasonable, may refuse such inspection.
- 22.13 Notify members of decisions taken by the Committee relating to a Member, which notice shall contain the following information:
- Name of the Member involved;
 - Reason for the disciplinary and nature of the transgression;
 - Decision and action taken by the Committee and the result of any appeal.

The Committee may in its sole discretion withhold any confidential information relating to the reason for the hearing or nature of the transgression, which may deem harmful or detrimental to the club or its members. The motivation given is to provide the relevant information to members to avoid unnecessary speculation and rumour-mongering. To also demonstrate to misbehaving members that their behaviour will not be tolerated and to members that the Committee is serious in dealing with misbehaving members and to keep members informed.

23 POWERS OF THE COMMITTEE

- 23.1 The Committee shall, in addition to the power specially conferred upon it elsewhere in this Constitution, have the following powers :
- 23.1.1 To fill in its discretion any vacancy in its numbers, and in its office bearers referred to in article 19, provided that the office of President and Captain shall be filled only by members who have been elected to the Committee at the most recent Annual General Meeting.
- 23.1.2 To appoint sub-committees including joint committees with the Home Owners' Association for special purposes and to delegate to such sub-committees any appropriate powers and duties of the Committee. Where a sub-committee has been allocated a budget, its mandate shall be in writing. Each sub-committee shall consist of a minimum of one Committee members and any other persons the Committee may appoint. Provided such sub-committees act within

delegated powers all acts performed shall be deemed to have been performed by the Committee itself.

- 23.1.3 To co-opt to the Committee or to any sub-committee, Members of the Club who are eligible to serve on the Committee and who have particular aptitude or qualifications to serve thereon, or particular enthusiasm for any particular function or tasks.
- 23.1.4 To make, vary and rescind Rules not inconsistent with the provisions of 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.
- 23.1.5 To engage employees for the Club, to enter into service contracts with them upon such terms and conditions as it shall deem fit, to control, suspend and dismiss such employees, and to vary their terms of employment from time to time.
- 23.1.6 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 all such things as are necessary to maintain and protect same.
- 23.1.7 To appoint and employ professional advisers, to determine their remuneration and to vary such appointment from time to time.
- 23.1.8 To institute, conduct, defend, settle, 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 and allow time for payment or satisfaction of any debts due, and generally to deal with any claims or demands by or against the Club or any Committee member.
- 23.1.9 To refer any claims or demands by or against the Club to arbitration and to perform the award.
- 23.1.10 To borrow or raise money in such manner, to such extent and for such purpose as it shall deem fit, provided that such borrowing powers shall be limited at any time to an amount not exceeding 25% (twenty five percent) of the total Annual Subscriptions excluding Value Added Tax for the current year, unless any greater amount is sanctioned by the Members in General Meeting.
- 23.1.11 To invest, lend deal with any moneys of the Club not immediately required for the purpose of the Club, upon such securities and on such terms as it may think fit, and from time to time to vary, transpose or release such investments. Such investments shall be only in the form of bank deposits with *bona fide* financial institutions and shall not be of a speculative nature.
- 23.1.12 In exceptional compassionate or humanitarian circumstances, to vary, alter or change subscriptions and levies and grant rebates thereof and suspend or defer payment thereof. Any other variations to subscriptions and levies shall first be approved at a General Meeting.
- 23.1.13 To regulate and control the management of the Club, 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.
- 23.1.14 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 same in its sole discretion, to give receipts, releases, and other discharges for moneys payable to the Club, or in respect of any claims which others may have against it.

- 23.1.15 To establish, support, join or subscribe to pension, medical aid, retirement and or other trust funds, associations or institutions established for the benefit of the Club generally, the Club in particular, the Members, employees or servants thereof, and their dependents or families, to grant pensions, allowances, grants, gratuities, subsidies or honoraria to such persons, and to do all things which directly or indirectly may improve their working or living conditions.
- 23.1.16 To deal with complaints against Members which do not warrant a formal disciplinary hearing in such a manner as the Committee in its sole discretion may deem appropriate in the circumstances, but excluding the powers reserved for the Disciplinary Committee under Articles 12.1.2 to 12.1.7.
- 23.1.17 To subscribe to and make payments or donations to charitable or benevolent institutions or for any public or useful object, the total of which payments or donations shall not exceed ½ % (one half percent) of the total annual subscriptions for that year.
- 23.1.18 To provide security for any indebtedness of the Club.
- 23.1.19 To acquire any movable or immovable property on behalf of the Club; provided that the expenditure by the Committee on such movable or immovable property shall be limited to an amount that shall not exceed 10% (ten percent) per year of the total Annual Subscriptions, excluding Value Added Tax for the current year, unless any greater amount has been approved in the budget for the current year or is sanctioned by the members in General Meeting.
- 23.1.20 To lease any movable or immovable property on behalf of the Club.
- 23.1.21 To dispose of any movable property on behalf of the Club.
- 23.1.22 To suspend a member's voting rights if the said member is in arrears with any amount for which he or she is liable under this Constitution.
- 23.1.23 To decide that any member of the Committee who has been absent from 3 (three) consecutive meetings without prior notice has resigned from the Committee at the end of the third meeting.
- 23.1.24 To enter into any joint venture with the Home Owners' Association for any purpose it deems appropriate and necessary, subject to the provisions of this Constitution.
- 23.1.25 To draft and publish for approval by Voting Members in General Meeting, a compulsory grievance procedure to be followed by any Member in relation to complaints against or disputes with another Member, or with the Committee or any Member or any member of the Committee in fulfilling their duties and functions as Committee members, or with the management or any staff employed by the Club.
- 23.1.26 Any powers of the Committee may be extended or reduced by a resolution of a General Meeting.
- 23.1.27 The powers of the Committee as described in articles 23.1.19 and 23.1.20 shall be subject to the approval of the Members in general Meeting unless the proposed transactions fall within the provisions of article 23.1.10 in aggregate.

24 RULES

- 24.1 Rules shall be established by the Committee as set out in article 23 with the purpose of implementing the Constitution of the Club.

- 24.2 Any rule may be made, modified or cancelled by the Committee provided, where appropriate, it announces such changes to Members in writing, giving the reasons and effective date, provided that no rule will be effective until it is displayed on the Club notice board.
- 24.3 The Rules shall be binding on all members of the Club, whether or not such Member has Voting Rights.
- 24.4 Notwithstanding the above, the Members may in a General Meeting –
- 24.4.1 make any rule;
- 24.4.2 cancel or modify any rule.

25 INDEMNITY

- 25.1 All Committee members shall be indemnified out of the funds of and by the Club against any liability *bona fide* incurred by them in their respective capacities and in the case of a Committee member, in his or her capacity as Chairperson or Vice Chairperson, whether defending any proceedings, civil, criminal or otherwise, notwithstanding the fact that such liability may have been incurred or action instituted pursuant to a failure to follow the procedures provided for in this Constitution, alternatively based upon a misinterpretation of this Constitution.
- 25.2 Every Committee member, agent and employee of the Club shall be indemnified by the Club against all costs, losses and expenses, including traveling expenses, which such person or persons may have *bona fide* incurred or become liable for by reason of any contract entered into, or any act or deed done, including in the case of a Committee member, their duties as Chairperson or Vice Chairperson out of the funds of the Club. Without prejudice to the generality of the above, the Club shall specifically indemnify every such person against all losses of whatsoever nature incurred arising by him jointly or severally in connection with the discharge of his duties.
- 25.3 A Committee member in that capacity shall not be liable for the acts, receipts, omissions or defaults of the auditors or of any of the other Committee members, whether in their capacities as Committee members or as Chairperson or Vice Chairperson, or for any loss or expense sustained or incurred by the Committee through the insufficiency or deficiency of title to any property acquired by the Committee for or on behalf of the Club, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Club shall be invested, or for any loss or damage occasioned by any error of judgment or oversight on the part of the Committee member concerned, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of any of the duties of the Committee member concerned or in relation thereto, unless the same should happen through a lack of *bona fides*, breach of duty or breach of trust or gross negligence of the Committee member concerned.
- 25.4 Members of the Committee shall not receive any remuneration for services rendered while holding such position.
- 25.5 Committee Members shall not be personally liable to the Club, Member or any third party for any act or omission relating to the *bona fide* carrying out of their duties and powers under this Constitution and shall be indemnified against such liability and claims by the Club.

26 FINANCIAL AFFAIRS

- 26.1 The Subscription and the financial year shall be as proposed by the Committee and approved in General Meeting and shall be aligned to run during the same period, currently from 1 September to 31 August each year.
- 26.2 The surplus of receipts over expenses may be allocated only –

26.2.1 to reserves ;

26.2.2 to such other purposes, consistent with its object as set out in article 2, as the Voting Members of the General Meeting may determine, provided that no such surplus may be distributed or allocated directly or indirectly to Members or any other person or body.

26.3 The Annual Subscription as proposed by the Committee and approved at the Annual General Meeting are fixed for 1 (one) year, provided that if a subscription year is altered the Annual Subscriptions and budget shall be changed pro-rata.

26.4 The Annual Subscriptions are due and payable on commencement of the subscription year referred to in article 26.3 provided that Full Members liable for payment of the full Annual Subscription shall have the option to elect to pay the Annual Subscription in twelve (12) consecutive monthly instalments, the first due on the commencement of the financial year referred to in article 26.3, subject to the following conditions: that such member shall notify the Club in writing before the end of August of each year of the Members' election to pay the annual Subscription in instalments; and that if any instalment is not paid on due date, the full balance of the Annual Subscription shall immediately become due and payable provided that the Committee in exceptional circumstances allow a longer period for payment on such conditions as it may decide."

26.5 Any charge or special levies on Members for any purpose which is additional to the Annual Subscription is payable as proposed by the Committee and approved by Voting Members in General Meeting and shall be deemed to be part of the Annual Subscription.

26.6 Should a Member's account not be paid in full on the due date of payment then the rate of interest the Club may charge shall be that of the prime rate +3% (three percent) per annum of interest charged by the Club's principal banker on overdraft facilities from time to time.

26.7 Any suspended member shall remain bound to pay the full Annual Subscription until he or she or it ceases to be a member, that is, at the termination of his or her or its Club membership.

26.9 Funds raised from Entrance Fees shall be accounted for separately and use thereof shall be subject to prior approval by Members at a General Meeting.

26.10 No remuneration shall be paid by the Club 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 or accrued to the Club.

26.11 The Club is not, or was not, knowingly a party to, or does not knowingly permit, or 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 the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Service.

27 AUDITORS

27.1 An auditor or auditors shall be elected at the Annual General Meeting for the then current financial year.

27.2 The auditor(s) shall be eligible for re-election.

27.3 The auditor(s) shall submit to the Annual General Meeting a written report in respect of the Club's financial position in the preceding year.

- 27.4 The auditor(s) may not be a member(s) of the Committee.
- 27.5 The auditor(s) shall be registered as a practicing public accountant(s) and auditors for the republic of South Africa.
- 27.6 Should the auditor(s) resign during the term of office then the Committee shall make an interim appointment of a new auditor(s) until the next Annual General Meeting. The Committee shall not have the power to dismiss the auditor(s) appointed at an Annual General Meeting during their term of office.

28 RECORDAL

It is recorded that the Company is a member of the Erinvale Home Owners' Association and that it is therefore at all times subject to the provisions of the Home Owners' Association constitution and any applicable regulations made there under.

29 RESOLUTIONS SUBJECT TO APPROVAL

- 29.1 It is recorded that resolutions of a General Meeting of the Club or meetings of the Committee which affect the property, comfort or interests of members of the Home Owners' Association may, in the discretion of the Home Owners' Association, be subject to approval by the Home Owners' Association.
- 29.2 In order for this clause to be amended, added to, altered or varied the same voting requirements and procedures as set out in article 36 shall be required.

30 ALTERATIONS, EXTENSIONS, MODIFICATIONS AND IMPROVEMENTS TO CLUBHOUSE BUILDINGS AND GOLF COURSE

- 30.1 No alterations, extensions, modifications or improvements shall be made to the clubhouse buildings without the prior approval of the Voting members in General Meeting, except where such alterations, extensions, modifications or improvements do not materially alter the appearance of the external façade of the building or of the public rooms of the building and provided also that the cost of such alterations, extensions, modifications or improvements is not more than 5 % (five percent) of the aggregate of Annual Subscriptions paid by all Members in the year in which the expenditure is made.
- 30.2 All changes to the clubhouse buildings shall be subject to the approval of the Architectural Review Committee of the Home Owners' Association.
- 30.3 No material design changes shall be made to the golf course without the prior approval of the Voting Members in General Meeting.

31 AMENDMENTS TO CONSTITUTION

This Constitution except for articles 6, 29 and 36 may be amended, added to altered or varied at a properly constituted General Meeting by a majority of $\frac{3}{4}$ (three fourths) of Voting Members present (in person or by proxy) excluding abstentions and non-votes. The proposed amendments with the reasons therefore must be sent to all members with the notice of the meeting. A copy of all amendments to this Constitution must be submitted to the Commissioner, South African Revenue Service.

32 TECHNICAL AMENDMENTS TO THE CONSTITUTION

Subject to the unanimous approval of every member of the Committee, the duly elected Committee at the time may make such changes of a technical nature and consequential changes as may be necessary to the numbering or wording of any articles in the Constitution, to bring those articles into line with the introduction of new articles or amendments to existing articles in the Constitution, as have been duly approved by Voting Members in General Meeting, and eliminate any mistakes, inconsistencies, ambiguities and obsolete provisions in the Constitution, provided such changes do not alter the substance or meaning of any provision of the Constitution in any way other than has been approved by Voting Members in General Meeting.

33 DISPUTE RESOLUTION

Any dispute arising from or in connection with the Constitution, or between any Member and the Club or the Committee, shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator agreed between the parties and failing agreement appointed by the AFSA. The arbitration shall be held in the Western Cape. Notwithstanding the foregoing, any such dispute may in the sole discretion of the Committee be referred to any court of competent jurisdiction in South Africa for resolution.

34 ADDRESSES OF MEMBERS: SERVICE OF COMMUNICATION AND NOTICES

34.1 For the purpose of general communication and for the purposes of article 34.3, all members shall be obliged to provide the Club with a postal address and if available an e-mail address. Any notice or any other written communication sent by the Club to the last postal or e-mail address provided by Member shall be deemed to have been properly and validly sent by the Club.

34.2 For the purposes of article 34.3 all members shall be obliged by written notice to the club to nominate their *domicilium citandi et executandi*, being a physical address in the republic of South Africa.

34.3 Any notice, acceptance or other communication properly addressed by the Club, in terms hereof, to the Member's *domicilium* for the time being, sent by pre-paid registered post, shall be deemed to be received by the latter on the 14th (fourteenth) day after the day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption shall arise if such other means or method is used.

34.4 A member shall not be entitled to have notice served upon him at any address outside the Republic of South Africa.

35 CADDIES

No caddies shall be allowed on the Erinvale Golf Course, except for special events, and then only with the prior written approval of the Committee.

36 LIQUIDATION

36.1 The Club may be wound up by a resolution passed by not less than 75% (seventy five percent) of all Voting Members, present in person or by proxy at a Special General Meeting called for that purpose of which not less than 60 (sixty) days written notice has been given. The quorum for such a meeting shall be 200 (two hundred) Voting Members physically present.

36.2 If upon winding up or dissolution of the Club, and after the satisfaction of all its debts and liabilities, there shall remain any assets whatever, the same shall be given or transferred to some other company,

society or association having objects similar to the Club which is approved by the Commissioner in terms of section 30A or to a public benefit organization contemplated in paragraph (a)(i) of the definition of a 'public benefit organization' in section 30(1) and approved in terms of section 30 of the Income Tax Act.

37 IMPLEMENTATION

It is recorded that the Constitution was duly passed and accepted at the relevant General Meeting.

Annexe "A"

1 Mini-Corporate Membership

- 1.1 A Mini-corporate Member shall pay an Annual Subscription in an amount equivalent to twice that payable by a Full Member and any other applicable charged and levies laid down or imposed by the Committee from time to time and approved at a General Meeting by the Voting Members of the Club;
- 1.2 For the purpose of calculating the total number of Members referred to in article 6.3 of the Constitution, 1 Mini-Corporate Membership shall equal 2 (two) Full Memberships as defined in 7.1 of this Constitution;
- 1.3 The following juristic persons have been admitted and remain as Mini-Corporate Members with effect from the date of approval of this Constitution and they were not required to pay any purchase price for the Membership to the Club as such payment was made to the Developer before the approval of the Constitution:
 - 1.3.1 BRT & Associates
 - 1.3.2 Jan de Munck & Associates (De Munck & Associates)
 - 1.3.3 Vic Glassock & Associates cc (Vic Glassock & Associates)
 - 1.3.4 Cobow cc t/a Albourne Guesthouse
 - 1.3.5 Somerton Manor (Pty) Ltd (Somerton Manor)
 - 1.3.6 Straightway Head Country House (Straightway Head)

- 2 No further Memberships referred to in Clause 1 of this Annexe "A" may be sold, but, subject to the procedures set out in Articles 9 and 13, such existing Mini Corporate memberships may be converted into two natural person Full Memberships.