

# **CONSTITUTION OF THE EBOTSE LINKS GOLF CLUB**

As constituted and adopted by the Ebotse Links Club General Meeting held on Wednesday the 25<sup>th</sup> of October 2023

## **1. Name of Club**

The name of the **Club** is The Ebotse Links Golf Club.

## **2. Legal status of Club**

**2.1** The **Club** shall exist as a division of the Ebotse Homeowners Association (the "**HOA**").

**2.2** Although the golfing affairs of the **Club** shall primarily be managed by the Golf Committee (the "**GC**"), subject to the oversight of the Sport and Recreation Director (the "**SRD**"), the financial control and authorities of the **Club** will remain solely vested in the **HOA**.

**2.3** In the event of any conflict between this Constitution and the provisions of the Memorandum of Incorporation ("**MOI**") or the rules of the **HOA**, the provisions of the **HOA**'s **MOI** and rules shall apply.

**2.4** The rules of golf shall be those of the Royal and Ancient Golf Club of St Andrews and such local rules as may from time to time be made by the **GC**.

## **3. Definitions**

**3.1** In this Constitution, except in the context indicating that some other meaning is intended:

(i) "the **Club**": shall mean the Ebotse Links Golf Club;

(ii) "the **Club House**": shall mean the Club House and it's parking area, maintenance store, driving range and driving range buildings, golf cart shed, and the rain / toilet shelters on the Golf Course;

(iii) "the **Directors**": shall mean the board of directors of the **HOA**;

- (iv) “the **DHC**”: shall mean the Disciplinary Hearing Committee appointed by the **GCDC**, which shall consist of at least one **Member** of the **GCDC**, and wherever possible, two **Members** of the **Club**.
- (v) “the **HOA**”: shall mean the Ebotse Golf and Country Estate Homeowners Association, Registration Number 2005/001710/08, an association incorporated under Section 21 of the Companies Act, 1973;
- (vi) “the **Estate**”: shall mean the Ebotse Golf and Country Estate;
- (vii) “the **Estate Members**”: shall mean **Club** members who are also members of the **HOA**;
- (viii) “the **GC**”: shall mean the Golf Committee elected in terms of this constitution to manage the affairs of the Ebotse Links Club;
- (ix) “the **GCDC**”: shall mean the Golf Committee Disciplinary Committee, established by the **GC**;
- (x) “the **GM**”: shall mean the person appointed by the **HOA** to act as the **General Manager** of the **Club**;
- (xi) “the **Golf Course**”: shall mean the Golf Course on the Estate;
- (xii) “the **Members**”: shall mean persons who have been admitted as Members of the Club, whether as Estate or Non-Estate Members;
- (xiii) “the **Non-Estate Members**”: shall mean Club members who are not members of the **HOA**;
- (xiv) “the **SRD**”: shall mean: the Sport and Recreation Director appointed by the **HOA**, responsible for the oversight of the affairs of the Club;

#### **4. Interpretation**

- 4.1** Expressions in the singular shall also denote the plural, and *vice versa*.
- 4.2** Words and phrases denoting natural persons refer also to juristic persons, and *vice versa*.

- 4.3 Pronouns of any gender include corresponding pronouns of the other gender.
- 4.4 Headings are for the sake of convenience only, and shall not be referred to when interpreting the provisions of this constitution.

## 5. Introduction and objectives

5.1 Transfer of the **Golf Course, Club House** and all its facilities to the **HOA**, took place on the 9<sup>th</sup> of September 2010, and the **HOA** is accordingly the owner of the land on which the **Golf Course** and **Club House** are situated, as well as all fixed and movable assets associated with the **Golf Course, Club House** and its facilities.

5.2 The objectives of the **Club** are:

5.2.1 to provide land and facilities for playing and practicing golf.

5.2.2 to erect, maintain and improve the grounds and any buildings or other constructions, including the **Club House** for the benefit of the **Club**, subject to the prior approval and supervision of the **HOA**.

5.2.3 to do all things necessary or incidental to managing the **Club** and fostering the game of golf, subject to the ultimate authority of the **HOA**.

## 6. Membership of the Club

6.1 The **Club** offers the following different types of membership:

6.1.1 **Estate Members**, including family membership and combinations;

6.1.2 **Non-Estate Members**, including family membership and combinations;

6.1.3 **Corporate Members**, being card holders as part of a Company or Business membership;

6.1.4 **Student Members**, being persons who are bona fide fulltime students at a recognized South African tertiary institute;

6.1.5 **Club 25 Members**, between the ages of 20 and 25;

- 6.1.6 Club 35 **Members**, between the ages of 26 and 35;
  - 6.1.7 Junior **Members**, being any person not older than 19;
  - 6.1.8 Senior **Members**, being any person over the age of 60 years;
  - 6.1.9 Ambassador **Members**, being persons who have been appointed as such by the **GC**, and who actively market the interests of the **Club**.
  - 6.1.10 Honorary **Members**, being any persons admitted to the **Club** by the **GC**, who in the opinion of the of the **GC** have conferred some special benefit to the game of golf, or have represented South Africa at national level in any sport.
  - 6.1.11 SA disabled golf association members;
  - 6.1.12 Weekday **Members**, being those **Members** that have all **Member** privileges, with their playing privileges being restricted to Mondays to Fridays. Midweek **Members** will not be eligible to play **Club** championships, League, knockouts or any other **Club** tournament as determined by the **GC**; and
  - 6.1.13 Any other category which may be deemed by the **GC**, to be applicable and appropriate at any time.
- 6.2 Membership shall be for a period of 365 days, commencing on the 1<sup>st</sup> of March each year, and will be automatically renewed for a further period of 365 days, provided that the relevant **Member** has complied with his obligations towards the **Club**, and has not been suspended or expelled from the **Club**.

## 7. Application for Membership

- 7.1 A person wishing to apply for membership shall submit an application in the prescribed form to the **GC**.
- 7.2 At least 51% of the **GC** must vote in support of an Applicant becoming a **Member** before the application is submitted to the **GM** for final approval.
- 7.3 The **GC** and / or the **GM** (as the case may be) may call upon the Applicant to provide such further information / documentation as the **GC** / **GM** may

reasonably require to consider an Applicant's application, before making a final decision on the Application.

**7.4** An Applicant shall become a member of the **Club** with effect from the date of the approval of his application by the **GM**.

**7.5** Where an Applicant has been refused membership, such Applicant shall not be permitted to lodge a new application until at least 6 months have passed since the date upon which his previous application was refused.

**7.6** The **GC** shall determine the maximum number of **Members** of the **Club**. Any application received after the maximum number of **Members** has been reached, will be considered but, if successful, such successful Applicants will be placed on a waiting list pending a reduction in the number of **Members** of the **Club**, or the **GC** increasing the maximum number of **Members** allowed.

**7.7** The **GC** may grant precedence in admission to the **Club** to any person who, in the sole discretion of the **GC**:

- (i) has rendered valuable services to the Club; or
- (ii) is an outstanding golfer; or
- (iii) is a child or ward of an existing **Member**; or
- (iv) is deserving of such precedence for any other reason.

**7.8** Save as provided for in paragraph 7.7 above, no Applicant shall be given precedence or priority over another.

## **8. Membership fees**

**8.1** Annual memberships shall run from the 1<sup>st</sup> day of March each year, until the last day of February of the following year.

**8.2** Existing **Members** shall, unless prior written arrangements have been made with the **GM**, pay their annual subscriptions yearly in advance, and on or before the last day of February.

- 8.3** New **Members** shall pay a pro-rata membership fee, calculated with effect from the 1<sup>st</sup> day of the month in which membership is granted until the last day of February of the membership year.
- 8.4** Junior, student, Club 25, and Club 35 **Members** shall automatically progress to the next higher level of applicable membership relevant to their status and age.
- 8.5** A **Member** whose membership is terminated for failure to pay his membership fees, may re-apply for membership in accordance with the provisions of paragraph 7.5 above.
- 8.6** **Members** shall not be entitled to any reduction of their membership fees by reason of absence of any kind, or for any other reason, provided however that the **GM** may in his sole discretion waive a portion of the membership fees where:
- (i) a **Member** has been ill for a lengthy period of time, which illness has prevented him from playing golf; or
  - (ii) under such circumstances as the **GM** in his sole discretion may deem to be exceptional, and therefore justifying waiver of a portion of the membership fees.
- 8.7** The membership fees payable in respect of the next membership year, shall be decided upon by the **GC** by no later than the 30<sup>th</sup> of November of each year, and shall thereafter be communicated to **Members** by posting such membership fees on the **Club House** notice board, and by e-mailing the membership fees to the existing **Members**. Once the **GC** has posted the membership fees on the **Club House** notice board, **Members** shall be deemed to have knowledge of the membership fees with effect from the date upon which the notice was placed on the **Club House** notice board.

## **9. Rights of Members**

- 9.1** A **Member** shall have the right to use and enjoy the facilities of the **Club**, subject to the rules of the **Club** and the **HOA's** MOI and Rules.

- 9.2 Membership of the **Club** shall not give any **Member** any right, title, interest, claim or demand to any of the funds, property or assets of the **Club**.

#### 10. Obligations of a Member

A **Member** is obliged:

- 10.1 to, as and when they become due, pay the membership fees as determined by the **GC**, and / or any sanctions imposed by the **GCDC**; and
- 10.2 to compensate the **Club** for any loss or damage to the **Club House**, **Golf Course** and it's facilities, caused through any act or default by the **Member**, the **Member's** guests or family members;
- 10.3 to comply with the provisions of this Constitution, the **Club** Rules, and the **HOA** MOI and **HOA** Rules. A **Member** shall further ensure that a **Member's** guests do likewise. A **Member** shall be vicariously liable for the conduct of a **Member's** guests and family members;
- 10.4 to notify the **GM** of any change to a **Member's** personal details; and
- 10.5 to serve on the **GCDC**, during a disciplinary hearing, when called upon to do so, and provided that reasonable notice hereof is given to the **Member**.

#### 11. Club General Meetings

- 11.1 The first **Club** General Meeting of the year shall be held no later than 2 (TWO) months after the Annual General Meeting of the **HOA**.
- 11.2 Notice of the **Club** General Meeting shall be posted on the **Clubhouse** notice board not later than 21 (TWENTY ONE) days prior to the days of such meeting.
- 11.3 **Members** who wish to include any subject on the agenda of the **Club** General Meeting, may do so by submitting such proposal to the **GM** no later than 14 (FOURTEEN) days prior to the **Club** General Meeting.
- 11.4 An agenda of business to be conducted at the **Club** General Meeting shall be posted on the **Clubhouse** noticeboard, not later than 7 (SEVEN) days prior to the date of such meeting.

- 11.5** The **SRD** or in his absence, the **GM**, and in his absence either the men's or ladies' **Club** captain, shall serve as Chairperson at the **Club** General Meeting, and any other **Club** meetings that may be held.
- 11.6** The quorum for a **Club** General Meeting shall be 20 (TWENTY) Members, all of whom are in good standing and accordingly entitled to vote. If such quorum is not present within 30 (THIRTY) minutes of the time for the meeting, the meeting shall be postponed for 7 (SEVEN) days. If at the subsequent meeting, a quorum is not present at that meeting, the **Members** present shall constitute a quorum.
- 11.7** A **Member** shall not be in good standing where a **Member** has failed to comply with any of his obligations towards the **Club**, and specifically if he has failed to pay any funds due to the **Club**, or is the subject of any disciplinary hearing. No business other than that for which due notice has been given shall be transacted at the **Club** General Meeting, nor at any other **Club** meeting that may be held.
- 11.8** The business to be transacted at the **Club** General Meeting shall be:
- 11.8.1** To confirm the minutes of the previous **Club** General Meeting; and
  - 11.8.2** To receive the report of the **GC** on the affairs of the **Club**;
  - 11.8.3** To elect the **Members** of the **GC** for the ensuing year;
  - 11.8.4** To consider any motions by **Members** concerning the affairs of the **Club**, of which notice has been given not less than 14 (FOURTEEN) days before the date of the **Club** General Meeting;
  - 11.8.5** To consider such matters included in the agenda.
- 11.9** Only business relevant to the affairs of the **Club** shall be transacted at any meeting of the **Club**. Where there is any dispute as to whether the proposed matter is relevant to the affairs of the **Club**, then the Chairman's decision as to the matter shall be final and binding.



**11.10** Each **Member** will have 1 (ONE) vote on each matter to be voted upon, and each **Member's** vote will rank equally with other **Members**.

**11.11** Any meeting of the **Club** may be adjourned from time to time by a majority of **Members** attending the meeting, voting in favor of such adjournment. Voting in favor of an adjournment will take place where it is proposed by a **Member** that the meeting be adjourned, and the proposal is supported by at least 2 (TWO) other **Members**.

**11.12** Unless otherwise provided in this constitution:

**11.12.1** all decisions at General Meetings, excluding special General Meetings, shall be decided by a simple majority of votes, and the declaration of the result by the Chairman shall be conclusive.

**11.12.2** all votes shall be taken by a show of hands, unless a ballot is demanded by not less than 10 (TEN) Members.

**11.12.3** at special General Meetings, a 75% majority vote of the quorum will be required to pass any resolutions at such meetings.

**11.13** The **SRD**, **GM** and Chairman shall have casting votes at any meeting where the votes in favor of and against the motion are equal. Where the Chairman is also the **SRD** or **GM**, then the Chairman shall have 2 (TWO) casting votes.

**11.14** The Chairman shall appoint a person to keep minutes of the **Club** General Meeting, which minutes will be submitted to the **Members** of the **GC** for their consideration and approval thereof at the first meeting of the **GC**, and shall thereafter be finally ratified at the next **Club** General Meeting.

## **12. Special General Meetings**

**12.1** Special General Meetings may be called by the **GC** or the **HOA**, or a petition addressed to the **GM** signed by no less than 20 (TWENTY) **Members** in good standing.

**12.2** The petition shall set forth clearly the business for which such Special General Meeting is to be convened, and the resolution which is proposed.

**12.3** Only such business shall be considered at a Special General Meeting as has been specified in the notice of the meeting.

**12.4** Notice of the Special General Meeting shall be posted on the **Clubhouse** noticeboard, providing **Members** with no less than 21 (TWENTY ONE) days' notice of the date upon which such Special General Meeting will be held. The notice shall include the agenda of the Special General Meeting to be held.

**12.5** The further rules applicable to Special General Meetings shall be those applicable to the **Club** General Meetings, as amended by this paragraph 12.

**13. Golf Committee ("GC")**

**13.1** The **GC** shall, subject to the final authority of the **HOA**, manage the affairs of the **Club**.

**13.2** The **GC** shall consist of a minimum of 5 (FIVE) and a maximum of 7 (SEVEN) **Members**.

**13.3** No **Member** may serve on the **GC**, or be elected as the Men's Captain, the Men's Vice Captain, or the Ladies' Captain where:

**13.3.1** such **Member** either has a previous conviction for a Schedule 5 or 6 offence (as listed in the Criminal Procedure Act, Act 51 of 1977), or is the subject of a police investigation into the alleged commission of a Schedule 5 or 6 offence; or

**13.3.2** such **Member** is the subject of a disciplinary hearing by the **Club**; or

**13.3.3** such **Member's** membership of the **Club** has been suspended for any period of time in the previous 3 (THREE) years; or

**13.3.4** such **Member** has been expelled or banned from any golf or other sporting club in the past.

**13.4** The following persons shall automatically be **Members** of the **GC**:

**13.4.1** The men's captain;

**13.4.2** The men's vice captain;

### 13.4.5 The SRD.

**13.13** The ballot boxes shall be under the control of the **GM** who shall open them and count the votes in the presence of 2 (TWO) **Members** nominated by the **Members** attending the General Meeting, who shall not include any candidates.

**13.14** In the event of there being insufficient nominations for the appointments to the **GC** before the **Club** General Meeting, then the **Members** attending the meeting may nominate an attending **Member** for the relevant office, and thereafter vote for such attending **Member** as if the attending **Member** had been nominated before the meeting.

**13.15** The **GC** may co-opt **Members**, to fill any vacancy until the next **Club** General Meeting, when such co-opted **Member** shall retire and be eligible for re-election.

**13.16** The **Members** of the **GC** shall hold office with effect from their election and appointment at the **Club** General Meeting, until the conclusion of the next **Club** General Meeting.

#### **14. Powers and functions of the Golf Committee**

**14.1** The **GC** shall have the power and authority to do any act, matter or thing which could or might be done by the **Club**, with the exception of such matters as are in this constitution specially reserved to be dealt with at a General Meeting, and matters which remain the preserve of the **HOA**.

**14.2** Without in any way restricting the powers and functions of the **GC**, the **GC** shall have the following specific powers and functions:

**14.2.1** To make, vary and repeal rules for the regulation of the affairs of the **Club**, it's officials, **Members**, and servants, provided that such rules do not conflict with this constitution, or the provisions of the MOI or rules of the **HOA**.

**14.2.2** To hold competitions and tournaments, and to make any special arrangements therefore, and to set aside the **Club's** grounds, or any part thereof for any special purposes in the interests of the **Club**.

- 14.2.3** To arrange terms of reciprocity with other clubs with due regard to the security measures and access controls of the **HOA**.
- 14.2.4** To take such steps as may be reasonably necessary to enable the **Club** to exercise any of its rights or functions.
- 14.2.5** To co-opt at their discretion, a **Member** or **Members** for any purpose.
- 14.2.6** To fill such vacancies amongst their number as may occur during their term of office, excluding those appointed by the **HOA**.
- 14.2.7** To operate within the parameters of the budget approved by the **HOA**.
- 14.2.8** To determine the maximum number of **Members** permitted in any category.
- 14.2.9** To appoint a subcommittee, consisting of **Members** in good standing, to deal with any matter that may be delegated to the subcommittee, provided that the subcommittee's final decision on any matter will always be subject to the approval thereof by the **GC**.
- 14.2.10** To regulate the management and maintenance of the **Golf Course** to the highest possible standards, together with the **GM** and his staff.
- 14.2.11** To regulate the administration of **Club** affairs, together with the **GM** and his staff.
- 14.2.12** To admit, administer and discipline where necessary, the **Members** of the **Club** in terms of the provisions of this constitution.
- 14.2.13** To manage the affairs of the **Club** in a professional and businesslike manner.
- 14.2.14** To propose to the directors of the **HOA** any major capital expenditure, whether it be replacement of existing assets or proposals for expansion or development of the **Club House** and **Golf Course**.
- 14.2.15** To manage participation in the relevant EGU and ELGU league including the appointment of responsible league captains, management of funds

within the approved annual budget, the selection of teams and the dress code of players.

**14.2.16** Assist with the development of junior golf.

**14.2.17** Assist with prizes, fundraising and arrangement or sponsorships in liaison with the **GM**.

**14.2.18** Assist in the arrangement and control of competitions, for example club championships.

**14.2.19** Assist with potential actions for the improvement of the spirit of the **Club**.

**14.2.20** Nominate a **Member** to attend the required EGU and ELGU meetings, and to instruct the appointed **Member** to give feedback to the **GC**.

**14.2.21** To manage the **Club's** diary, in liaison with the **GM**;

**14.2.22** To arrange for and administer the **Club** general meeting, and any special meetings.

**14.2.23** To appoint and / or replace the 3 (THREE) committee members that make up the **GCDC**.

**14.2.24** To call upon any **Member** of the **Club** (other than a **Member** of the **GCDC**) to assist in conducting a disciplinary hearing.

**14.2.25** To perform any functions and duties as may be required by the **HOA** from time to time.

**14.2.26** To amend and / or add to the rules of the **Club**, subject to such amendments being ratified at the next **Club** General Meeting, or special meeting as the case may be.

**14.2.27** To deal with any conditions or circumstances arising, in respect of which no provision has been made for in this constitution.

## **15. Meetings of the Golf Committee**

- 15.1** The **GC** shall meet not less than 6 (SIX) times a year, with a first meeting to be held within 14 (FOURTEEN) days of the **Club** General Meeting at which the **Members** of the **GC** were elected.
- 15.2** No less than 7 (SEVEN) clear working days' notice shall be given of all meetings of the **GC**, unless all the **Members** of the **GC** agree to accept shorter notice.
- 15.3** The men's club captain, or in his absence any committee **Member** chosen by the Committee, shall be the Chairman of the **GC** meeting. The Chairman of any meeting shall have a casting vote in addition to his deliberative vote.
- 15.4** Meetings may be called by:
- 15.4.1** the **HOA**; or
  - 15.4.2** the **GM**; or
  - 15.4.3** the men's or ladies' captain; or
  - 15.4.4** a written request by 2 (TWO) **Members** of the Committee, addressed to the **GM**.
- 15.5** A quorum at a **GC** meeting shall be constituted once 4 (FOUR) members of the **GC** are present at the meeting.
- 15.6** If no quorum is present within 30 (THIRTY) minutes of the time appointed for the start of the meeting, then the meeting shall be postponed for no less than 7 (SEVEN) days. If there are less than 4 (FOUR) members at the subsequent meeting, then a quorum will be constituted provided that the **GM** and one of the **Club** captains is present. Failing a quorum at the subsequent meeting, a new meeting shall be called, and each **Member** shall be given notice thereof as provided for in paragraph 15.2 above.
- 15.7** The meetings of the **GC** shall be conducted on an informal basis, provided that:

**15.7.1** the **Members** of the **GC** shall agree to an agenda prior to the meeting commencing; and

**15.7.2** minutes of the meeting will be held by a person appointed by the Chairman to do so; and

**15.7.3** minutes of a previous meeting shall be approved (or amended and then approved, as the case may be) at the next **GC** meeting; and

**15.7.4** the chairman will file the minutes of each meeting (including the agenda) with the **GM** within 14 (FOURTEEN) days of the **GC** meeting.

**15.8** Any issue that is in any way relevant to the powers and functions of the **GC**, or the affairs of the **Club**, may be discussed and dealt with at a meeting of the **GC**.

#### **16. Liability of Golf Committee Members**

The Members of the GC and subcommittees are hereby indemnified and held harmless against any loss or damage that may be suffered as a result of their endeavors, in good faith, to give effect to and uphold this constitution.

#### **17. Termination of Membership by the GC**

**17.1** A **Member's** membership shall be terminated by:

**17.1.1** the death of a **Member**; or

**17.1.2** the resignation of a **Member**; or

**17.1.3** the termination of a **Member's** membership by the **GCDC**; or

**17.1.4** the termination of a **Member's** membership by the **GM**, for failure by the **Member** to comply with his financial obligations towards the **Club**, and notwithstanding a written request by the **GM** that he comply with his obligations within 30 (THIRTY) days of the written request being sent to the **Member**.

**17.2** A **Member** may resign by giving written notice of his resignation to the **GC**. The effective date of his resignation shall be the date upon which the **GC** receives his written resignation.



## **18. Disciplinary procedure**

- 18.1** Where any person (whether a **Member** or not) wishes to lay a complaint against any **Member** relating to an alleged transgression by a **Member** of this constitution, the **Club's** rules, or any of the provisions of the **HOA** MOI or **HOA** rules, such person shall submit such complaint in writing to the **GC**, as soon as reasonably possible after the occurrence of the incident that gave rise to the complaint. Where there is, in the opinion of the **GC**, unreasonable delay in submission of such a complaint, the **GC** may dismiss the complaint.
- 18.2** The **GC** shall, as soon as reasonably possible after the receipt of the complaint, provide the **Member** with a copy of the complaint, and invite the **Member** to reply to the complaint in writing, within 7 days of the **Member's** receipt of the complaint.
- 18.3** Where a **Member** fails to reply to the complaint within the 7 day period referred to, the **Member** will be deemed to have admitted the contents of the complaint and, when the complaint demonstrates that a **Member** has committed a transgression of this constitution, the **Club's** rules, or the provisions of the **HOA's** MOI or **HOA** rules, then the **GC** shall thereafter, and within 7 days of the date upon which the **Member** should have filed his response, notify the **Member** of the sanction imposed by the **GC**.
- 18.4** Where a **Member**, in his written reply, admits the transgression complained of, the **GC** shall impose the sanction on the **Member** as prescribed by the rule that has been transgressed.
- 18.5** Where a **Member**, in his written reply, denies the transgression complained of, the **GC** shall refer the complaint to the **DHC**, who shall consider the matter and thereafter either:
- (i) dismiss the complaint on the strength of the documentation presented to it by the complainant and the **Member**; or
  - (ii) elect to hold a disciplinary hearing.

**18.6** Where a complaint is dismissed by the **DHC**, the **DHC** shall in writing notify the complainant and the **Member** of such dismissal. The **DHC** shall not be obliged to provide reasons for such dismissal.

**18.7** Where the **DHC** decides to hold a disciplinary hearing:

**18.7.1** both the complainant and the **Member** shall be given no less than 14 days' written notice of the date and time upon which such hearing shall be held; and

**18.7.2** in the event that the complainant, and without good cause, fails to attend the hearing, then the **DHC** shall dismiss the complaint; and

**18.7.3** in the event that the **Member**, and without good cause, fails to attend the hearing, then the **DHC** shall decide the matter on the complainant's version only.

**18.8** Whether or not there is "good cause" as referred to in paragraph 18.7.2 and 18.7.3 above, will be in the sole discretion of the **DHC**. Absence without any prior explanation will entitle the **DHC** to proceed in terms of the provisions of paragraph 18.7.2 or 18.7.3 above.

**18.9** Where there is good reason to do so, in the sole discretion of the **DHC**, the **DHC** may postpone the hearing for a maximum period of 14 days at a time.

**18.10** A disciplinary hearing shall be conducted at the **Club House** at 17H30, on a Monday to Thursday, as prescribed by the **DHC**.

**18.11** The disciplinary hearing shall be conducted on an informal basis, but one in terms whereof:

**18.11.1** the complainant will first be asked to present his case, following which the **Member** shall be permitted to ask the complainant such reasonable questions as the chairman may permit; and

**18.11.2** the **Member** will be afforded an opportunity to present his case after the complainant's case has been closed; and

- 18.11.3** a complainant shall be permitted to ask the **Member** such reasonable questions as the chairman permits;
- 18.11.4** the chairman shall be permitted to ask such questions of both the complainant and the **Member** as the chairman deems necessary to decide the matter; and
- 18.11.5** the chairman shall keep brief notes of the evidence of the case presented by the complainant, as well as the **Member**, and any questions and answers during the proceedings, as well as any other matters relevant to the proceedings.
- 18.12** After hearing the complainant and the **Member**, the **DHC** shall adjourn to discuss the merits of the matter in private, and shall thereafter vote upon a finding. The finding of the **DHC** shall be determined by a majority vote of the Members of the **DHC**.
- 18.13** After deliberation as referred to in paragraph 18.12 above, the Members of the **DHC** will sign a certificate confirming that a majority of the Members of the **DHC** have either voted in favour of convicting or acquitting the **Member**, as the case may be. The certificate shall further reflect the contravention of which the **Member** has been found guilty, where the majority vote in favour of a guilty finding. It shall not be necessary, on the aforesaid certificate, to record how each Member of the **DHC** voted.
- 18.14** The chairman shall provide the **Member** with the finding of the **DHC** within 14 (FOURTEEN) days of finalization of the disciplinary hearing.
- 18.15** Where the **DHC** finds the **Member** guilty of a transgression of a rule in respect of which a sanction is prescribed, the chairman shall impose the sanction so prescribed.
- 18.16** Where termination of membership is considered as a possible sanction, the **Member** shall be invited to provide the **DHC** with written representations as to why the termination should not be imposed, within 7 days of so being notified.
- 18.17** The **DHC** shall, as soon as reasonably possible after the 7 day period referred to in paragraph 18.16 above, convene to consider any representations made

by the **Member**, and thereafter to decide whether a **Member's** membership should be terminated or suspended for a period of time. The **DHC** may, after consideration of the representations made by the **Member**, impose a sanction other than termination or suspension of the **Member's** membership.

**18.18** A **Member's** membership shall not be terminated unless all 3 of the **DHC** Members unanimously agree upon such termination.

**18.19** In the case of suspension of a **Member's** membership (other than suspension pending the outcome of the disciplinary hearing) a majority of the **DHC** Members shall decide the length of the suspension, and any other terms thereof.

**18.20** Upon making a final decision as referred to in paragraphs 18.16 to 18.19 above, the Members of the **DHC** shall sign a certificate confirming the nature of the sanction imposed.

## **19. Appeal procedure**

**19.1** A Member wishing to appeal against the finding or sanction of either the **DHC** or the **GCDC**:

**19.1.1** shall file his written appeal with the **GM** within 14 days of the finding or sanction (as the case may be); and

**19.1.2** shall in such appeal set out the full reasons for his appeal.

**19.2** When an appeal is filed against the outcome of a disciplinary hearing, the **DHC** shall provide the **GM** with the record of the disciplinary hearing, including the complainant's statement, the **Member's** statement, and the chairman's notes of the hearing, and the certificate confirming the finding of the **DHC**.

**19.3** The **GM** shall consider the appeal as soon as reasonably possible, and provide the **Member** with his final finding within 21 (TWENTY ONE) days of the **GM's** receipt of the appeal.

**19.4** Where an appeal is lodged against a suspension or termination of a **Member's** membership, such suspension or termination shall remain in force until such time as the **GM's** final decision is made.

**19.5** The **GM's** finding shall be final and binding on the **Member**, who shall have no further right of appeal.

## **20. Club Rules**

**20.1** Following the adoption of this constitution, the **GC** shall formalize and publish the **Club** rules within 3 (THREE) months of the **Club** General Meeting.

**20.2** Publication of the **Club** rules shall take place by placing the rules on the **Clubhouse's** noticeboard, and e-mailing a copy thereof to each **Member**.

**20.3** Each and every **Member** shall be deemed to have read the **Club** rules, 7 (SEVEN) days after the posting thereof on the **Clubhouse** noticeboard.

**20.4** The **Club** rules will be effective from the date upon which they are published.

**20.5** The **Club** rules will always contain a rule that **Members** shall be subject to and abide by the MOI and rules of the **HOA**.

**20.6** Until such time as the Club rules are published, the following rules shall apply:

**20.6.1** All **Members** shall be subject to and abide by the MOI and rules of the **HOA**; and

**20.6.2** No **Member** may conduct himself in any way that may potentially bring the good name or reputation of the **Club** into disrepute; and

**20.6.3** The **Club** dress code shall be that as posted on the **Club** noticeboard; and

**20.6.4** No **Member** may act in breach of the provisions of this constitution; and

**20.6.5** Sanctions for any transgression of the provisions of subparagraph 20.6.1 above shall be as prescribed by the MOI and rules of the **HOA**.

**20.6.6** Sanctions for any transgression of the provisions of subparagraph 20.6.2, 20.6.3 and 20.6.4 shall be in the discretion of the **GCDC**, subject to a maximum monetary sanction of R1 000.00 per transgression.

**20.6.7** A sanction of termination of a **Member's** membership shall only be imposed where the **GCDC** finds that the **Member's** conduct has caused an irretrievable breakdown of the relationship between the **Club** and the relevant **Member**, and it is in the interests of protecting the good name and reputation of the **Club** that the **Member's** membership be terminated.

## **21. Disclaimer of liability**

**21.1** All persons entering the **Club's** premises, or using the **Club's** facilities, do so at their own risk, and all such persons shall be responsible for their own safety and for the care of their belongings.

**21.2** Neither the **HOA**, nor the **Club**, nor the **Golf Committee**, nor any of the aforesaid management, employees, agents or contractors shall be liable for any injuries, loss or damages suffered by any persons, whilst on the **Club's** premises or using the **Club's** facilities, or in any way related to the aforesaid entry or use, and regardless of the cause thereof.

## **22. Notices**

**22.1** Notices to **Members** shall be posted on the **Clubhouse** noticeboard. Such posting shall be regarded as sufficient notice to each **Member**.

**22.2** Insofar as it is reasonably possible to do so, any notices published by the **GC** shall be emailed to **Members**, and to their nominated e-mail addresses as per their Application for Membership forms. **Members** shall be deemed to have received such notices, where notices are emailed to the **Members'** chosen email address.

**22.3** Any notices of disciplinary hearings, or in respect of any disciplinary steps to be taken against a **Member**, shall be sent to the **Member's** chosen e-mail address, and shall also be sent via WhatsApp to the **Member's** chosen cell number. A **Member** shall be deemed to have received such notice, if sent to the **Member's** chosen email address and cell number.

### **23. Alteration and interpretation of this Constitution**

**23.1** Any amendment of this constitution shall require the support of a majority of no less than 75% of the quorum of the **Members** present at a **Club** General Meeting.

**23.2** In the case of a dispute as to the meaning or interpretation of this constitution or the Club rules, such dispute shall be referred to the **SRD**, whose decision herein shall be final and binding upon Members.

### **24. Effective date of Constitution**

This Constitution shall be effective from the date of the adoption hereof at the Ebotse Links Club General Meeting.