

# **CENTRAL GAUTENG GOLF UNION**

## **CONSTITUTION**



## **CENTRAL GAUTENG GOLF UNION CONSTITUTION**

### **1. NAME**

The name of the Union is Central Gauteng Golf Union.

### **2. STATUS OF THE UNION**

The Union is subject to the overall jurisdiction of the **GOLFRSA (“GolfRSA”)**, the controlling body of amateur golfers in South Africa and such further structures as may be established by GolfRSA (and subscribed to by the Union,) for purposes of regulating and promoting the sport at a provincial and national level.

### **3. LEGAL STATUS OF THE UNION**

The Union shall exist as separate legal entity, distinct from its members. It shall have the power to acquire, own or dispose of property and other assets in its own name. The Union shall have perpetual succession and the capacity to enter into contracts, incur liabilities and institute or defend legal proceedings in its own name. No member shall have any claim to the assets of the Union, nor shall they be held liable for the Unions obligations.

### **4. HEADQUARTERS**

The headquarters of the Union shall be in or near Johannesburg at such a place as the Union may from time to time decide.

## 5. DEFINITIONS AND INTERPRETATION

5.1 In this Constitution, unless the context shall otherwise state, the following words and phrases shall bear the following meanings: -

5.1.1 **Affiliation Fees** shall mean the amounts due and payable to the GolfRSA and the Union by each Member, this amount being based per capita on the number of Golfers affiliated to golf clubs falling under the Member's jurisdiction as per recorded on Handicaps Network Africa ("HNA").

5.1.2 **Manager Finance and Administration** shall mean the Union's Manager Finance and Administration or acting manager Finance and Administration at any relevant time;

5.1.3 **Executive** shall mean the Executive Committee of the Union as constituted in terms of Clause 16 and its members shall be referred to as the "Executive Members";

5.1.4 **General Meeting** shall mean an annual general meeting or a special general meeting of the Union;

5.1.5 **Golfer** shall mean an amateur golf member of any Golf Club affiliated to the Union;

5.1.6 **Golf Club** shall mean and include a golf club, a sports club or country club having a golf section, and which owns a Golf Course or has a permanent right to the use of a Golf Course;

5.1.7 **Golf Course** shall mean a golf course of not less than nine holes which has been assessed and approved by the Union for handicapping purposes;

5.1.8 **Junior Golfer** shall mean a golfer who has not yet attained the age of nineteen years;

5.1.9 **Member** shall mean a Golf Club located in Central Gauteng, which has been admitted to membership of the Union;

5.1.10 **GolfRSA** shall mean the GolfRSA;

5.1.11 **Trustee** shall mean a person appointed by the Executive to ensure compliance by the Union with the requirements of its status as a Public Benefit Organization as set out in Section 30 of the Income Tax Act No 58 of 1962 as amended, or any other legislation that may be or become applicable;

5.1.12 **Union** shall mean the CENTRAL GAUTENG GOLF UNION.

5.2 The Executive will be the sole authority for the interpretation of this Constitution and its decision on any question of interpretation shall be final and binding on the Members unless and until the Union may otherwise determine at a General Meeting.

## 6. **OBJECTS AND POWERS OF THE UNION**

The objects and powers of the Union are to:-

6.1 ensure the maintenance of the amateur traditions of, and to promote, advance, foster, encourage and protect the game of golf in the interests of its Members and their Golfers;

6.2 co-ordinate the activities of its Members and to bring about and maintain close co-operation between them;

- 6.3 collaborate and co-operate with the GolfRSA, other Provincial Golf Unions and Golfing Stakeholders;
- 6.4 promote and encourage the holding of golf competitions, championships and tournaments on the Golf Courses of its Members and to assist in the conduct and control thereof;
- 6.5 formulate, control and regulate the conditions governing such golf competitions, championships or tournaments and events as it may from time to time organise or promote;
- 6.6 arrange for participation by Golfers, either as individuals or as team members in such golf competitions, championships, tournaments and events;
- 6.7 assist Members in the settlement of disputes and differences or in the interpretation of the rules of golf;
- 6.8 provide infrastructure to advise Members on any matter relating to golf;
- 6.9 aid, assist and generally promote the interests of its Members;
- 6.10 raise funds as it may deem fit and to administer such funds in accordance with the provisions of this Constitution, to open and operate banking accounts in the name of the Union and to make such payments from those funds as may be necessary to administer and further the objectives of the Union, including grants and loans to Members, payments to members of teams and officials representing the Union at authorised matches, tournaments, functions and events and to make donations or grants to approved causes or persons;
- 6.11 publish brochures, journals or publications and to conclude arrangements with other persons in order to publicise the activities of the Union, its Members and their Golf Clubs and to disseminate information as to matters of interest to Members and golfers;
- 6.12 invest any funds not immediately required by the Union with recognised financial institutions;

- 6.13 institute, conduct and defend any legal proceedings on behalf of the Union, an Executive Member or an employee of the Union, in connection with any matter relating to the affairs of the Union;
- 6.14 enforce, supervise and control the system of handicapping for Golfers as laid down from time to time by the GolfRSA and to assist and advise Members in the implementation thereof;
- 6.15 apply and implement the rules and regulations for the rating of Golf Courses, as laid down from time to time by the GolfRSA;
- 6.16 to acquire any movable property, including incorporeal property, investments in both publically traded and /or private ventures, and to participate in the management of such assets, provided that any income generated thereby shall be included in the non-profit budget of the Union;
- 6.17 acquire by purchase, lease or otherwise, both movable and immovable property and to sell, dispose of or otherwise deal with the property or assets of the Union;
- 6.18 formulate and prescribe rules of conduct (and appropriate penalties for non-compliance) to be observed by Golfers and to take such steps as it deems necessary to ensure compliance therewith. In particular, to institute disciplinary proceedings against players which it has selected to compete in provincial tournaments and whose conduct is, in the opinion of the Executive, likely to bring the sport of golf into disrepute or to damage the good name and standing of the Union;
- 6.19 generally further and safeguard the interests of the Union and its Members and to take such steps as it may deem necessary or expedient to attain that objective.

## **7. RULES OF GOLF AND AMATEUR STATUS**

The Union accepts and is bound by the Rules of Golf and the Rules of Amateur Status together with such amendments or additions thereto as may from time to time be adopted by the Royal and Ancient Golf Club of St Andrews, and the decisions which it

may from time to time issue on the interpretations of the Rules of Golf and the Rules of Amateur Status.

## **8. INCOME, PROPERTY AND MONIES**

The income, property and monies of the Union from whatsoever source derived, shall be used and directed solely towards the promotion of the objects of the Union as set forth in this Constitution, and no portion or amount thereof shall be paid or transferred directly or indirectly to any Member or other third party by way of dividend, bonus, or used in any other manner calculated, whether inadvertently or not, to materially or financially benefit or profit any Member or other third party other than as stipulated in this Constitution. Nothing herein contained shall, however, preclude the making of grants or loans by the Union to any Member for the purpose of carrying out its objectives or furthering its interests, or from reimbursing any person for any service actually rendered to the Union, or from making donations or grants to approved causes or persons.

## **9. LIABILITY OF MEMBERS**

9.1 The Union shall be a juristic person having an existence independent of its members with perpetual succession and all its assets shall be registered or held in the name of the Union.

9.2 Members shall not be liable for the debts, engagements or liabilities of the Union and the financial liability of Members shall be limited to payment by them to the Union of Affiliation Fees and/or levies due.

## **10. MEMBERSHIP**

10.1 Membership of the Union is restricted to Golf Clubs which are located in Central Gauteng, and have been admitted to membership in terms of this Clause 10.

10.2 The Executive shall ensure that an up to date register of Members is kept with the Union and made available to Members on request.

10.3 Applications for membership of the Union shall be submitted, in such form as the Executive may from time to time decide, to the Manager Finance and Administration and shall be accompanied by:-

10.3.1 the location of the Golf Club concerned and its Golf Course;

10.3.2 a scorecard relating to the Golf Course, reflecting the length of each hole;

10.3.3 a copy of the constitution of the Golf Club concerned.

10.4 It is a condition of membership that the applicant agrees to:-

10.4.1 abide by and adhere to all rulings and decisions affecting it which may be made by the Union from time to time;

10.4.2 insert in its constitution provisions identical in all material respects to those contained in Clause 6 of this Constitution;

10.4.3 make payment to the Union and the GolfRSA of the Affiliation Fees and levies prescribed by those bodies.

10.5 It shall be in the sole discretion of the Executive to accept or reject any application for membership of the Union.

## **11. RIGHTS AND PRIVILEGES OF MEMBERS**

11.1 Subject to the provisions of this Constitution, Members shall be entitled to manage and conduct their affairs in such manner as they deem fit.

11.2 Membership of the Union shall entitle members to the rights and privileges contemplated in this Constitution, including the right to have its Golfers enter



and participate in golf tournaments and other events organised and conducted by or under the auspices of the Union.

## **12. AFFILIATION FEES AND LEVIES PAYABLE BY MEMBERS**

12.1 In addition to Affiliation Fees payable to the Union by Members, the Union also acts as collection agent for the GolfRSA in respect of Affiliation Fees payable by Members to the GolfRSA.

12.2 Each Member shall pay to the Union:-

12.2.1 the annual Affiliation Fee prescribed from time to time by the GolfRSA, on the basis that the Union will account to the GolfRSA in respect thereof; and

12.2.2 an annual Affiliation Fee and such further levies as may be prescribed from time to time by the Union at a General Meeting.

12.3 The annual Affiliation Fee and any levies payable by a Member shall be based per capita on the number of Golfers belonging to and handicapped by the Member and calculated as per each Members respective membership year.

12.4 . The Affiliation Fees of new Golfers or Golfers moving between Golf Clubs of other Unions collected as per clause 12.2 above shall be paid over to the Union on a monthly basis.

12.5 When invoicing the Member, the Union shall send to the Member the following particulars:

12.5.1 the number and names of Golfers affiliated to it;

12.5.2 the composition of the Golfers as either male, female and as full member or junior member.

- 12.6 Each Member's is afforded sixty (60) days in total from their membership year start date to remove Golfers from the handicap system, to allow for the removal of Golfers that will not be renewing their membership with that Member ("the Clean-up period").
- 12.7 The Union will invoice the respective Members monthly based on (1) their memberships after the sixty (60) days Clean-up period as provided for in clause 12.6 and/or (2) of new Golfers or Golfers moving between Golf Clubs from other Unions during a particular month.
- 12.8 The Member will make payment to the Union within 30 days from date of the invoice.
- 12.9 No portion of any Affiliation Fees or levies paid to the Union is refundable in any circumstances whatsoever.
- 12.10 A Member which fails or neglects to make timeous payment in full, of the Affiliation Fees and levies, if any, due by it shall, at the election of the Union, GolfRSA and HNA, be liable to have its membership of those bodies suspended until the outstanding Affiliation Fees and levies, if any, have been paid in full or, if such payment continues, notwithstanding demand, to remain outstanding, to have such membership terminated, together with the consequent termination of the affiliation to those bodies of all Golfers belonging to it.

### 13. **CESSATION, SUSPENSION AND REINSTATEMENT OF MEMBERSHIP**

- 13.1 In addition to the circumstances contemplated in Clause 12.10, a Member shall cease to be a member of the Union, and to enjoy the rights and privileges of such membership forthwith upon:-
- 13.1.1 receipt by the Union of such Member's written resignation from the Union;
- 13.1.2 the removal of such Member's name from the register of Members by the Executive acting in accordance with the provisions of this Constitution.

13.1.3                      The Golf Course owned by, or which the Member had a permanent right to use, is no longer considered a Golf Course in the opinion of the Union.

13.2                      The Executive shall have the power to suspend the membership of a Member in the circumstances contemplated on Clauses 11.5, 12.1.3 and 13.

13.3                      The Executive may, upon receipt of an application in writing from a Member whose membership has terminated, reinstate such Member upon such terms and conditions as it may determine.

#### 14.      **DISCIPLINARY ENQUIRIES**

14.1                      A Member shall be guilty of improper conduct if it does or omits to do any act which, in the opinion of the Executive, will or may:-

14.1.1                      bring the sport of golf into disrepute; or

14.1.2                      damage the good name and standing of the Union or is prejudicial to its interests or those of its Members.

14.2                      The Executive shall from time to time appoint a disciplinary committee consisting of at least three persons, of whom one shall be an attorney or an advocate of at least 10 years' standing.

14.3                      A disciplinary committee shall bring and investigate any complaint of improper conduct against a Member in the manner prescribed by the Executive from time to time.

14.4                      If a Member is found guilty of improper conduct by the disciplinary committee, the Executive may:-

14.4.1                      reprimand such Member; or

- 14.4.2 suspend such Member from all or any of the rights and privileges attaching to its membership of the Union for such period or periods, not exceeding 12 months in all; or
  - 14.4.3 terminate such Member's membership of the Union; or
  - 14.4.4 suspend the operation of any penalty imposed in terms of Clauses 14.4.2 or 14.4.3 for such period, not exceeding 3 years, and on such conditions as it may deem appropriate.
- 14.5 Any Member which feels aggrieved at being found guilty of improper conduct by a disciplinary committee and/or the penalty imposed upon it by the Executive shall be entitled, within one week after it is made aware of the findings of the disciplinary committee, to request the Manager Finance and Administration, in writing, to call a Special General Meeting to receive and consider its appeal against the finding and/or the penalty concerned. Such request shall set out fully the Member's grounds of appeal.
- 14.6 The Special General Meeting may after considering the written grounds of appeal and hearing the submissions of the Member concerned in support thereof:-
  - 14.6.1 confirm, amend or reverse the decision which is the subject of the appeal;
  - 14.6.2 confirm, suspend or set aside any penalty imposed by the Executive;
  - 14.6.3 substitute any penalty imposed by the Executive with any other penalty referred to in Clause 14.4.
- 14.7 The decision of the Special General Meeting shall, in the absence of manifest error, be final and binding and not subject to any further appeal or review whatsoever.

15. **MANAGEMENT**

All of the affairs and activities of the Union including its investments in public or private equity shall be administered by the Executive, which shall at all times be entitled to delegate to Sub-Committees appointed by it or to the union staff such of its functions as it may deem fit.

16. **EXECUTIVE**

16.1 The Executive shall consist of 10 (ten) Golfers, each of whom shall have been nominated in writing by the Member to which he or she belongs and elected (or re-elected as the case may be) for a three year period at an Annual General Meeting of the Union.

16.2 A minimum of 2 people of colour

The 2 candidates of colour (Black, Asian, Coloured as defined by BBBEE) with the most votes will form part of the Executive where-after the candidates with the most votes will be elected to the Executive [this is proposed before the next clause as it could include both genders and would inform the required action]

16.3 A minimum of 2 ladies, and 2 men golfers

16.4 A Member shall be entitled to nominate one Golfer for election to the Executive, with a maximum of two, on condition that the two nominees consist of at least one female Golfer or at least one person of colour.

16.5 Each Executive Member shall, unless their nomination by the Member concerned has been withdrawn, be eligible for re-election, provided that written notification of their intention to seek re-election (accompanied by the written approval of their Golf Club in relation to such re-election) shall have been given to the Manager Finance and Administration not less than twenty-one days prior to the date of the Annual General Meeting at which elections are to occur.

- 16.6 All nominations for membership of the Executive shall be made in writing and submitted to the Manager Finance and Administration not less than thirty days before the date of the Annual General Meeting at which elections are to occur. Not less than twenty-one days before such Annual General Meeting, the Manager Finance and Administration shall in writing notify all Members of the names of the existing Executive Members who will be seeking re-election, together with the names of Golfers nominated for election to the Executive and the names of the Members nominating them.
- 16.7 Should the number of Golfers eligible for election or re-election, as the case may be, to the Executive exceed the number of available seats on the Executive, a written ballot shall be held at the relevant Annual General Meeting. In the event of the lowest number of votes being cast equally for two or more candidates for a number of places which is less than that number of candidates, a further ballot shall immediately be held in respect of such candidates only, and if necessary shall be repeated until ten candidates have been elected. In the event of a deadlock, the final decision shall be by lot. A ballot paper shall be invalid if it supports the election of more than the number of seats available.
- 16.8 Should the number of Golfers eligible for election or re-election, as the case may be, be equal to or less than the seats available, such Golfers shall be declared duly elected by the chairman of the meeting.
- 16.9 The authority of the Executive to act as such shall be suspended forthwith upon its number falling below six. In such event, all vacancies up to seven shall be filled for the remainder of the period of office by Golfers duly elected, *mutatis mutandis* in accordance with the provisions of this Clause 16, at a General Meeting of the Union.
- 16.10 An Executive Member shall automatically cease to hold office if they:-
- 16.10.1 cease to be a member of a Member or if their nomination for election to the Executive is withdrawn by the Member concerned;

16.10.2 fail to attend three consecutive meetings of the Executive without having obtained leave of absence from the Executive;

16.10.3 in the opinion of the Executive is guilty of an act or omission which could bring the sport of golf into disrepute or damage the good name and standing of the Union or be prejudicial to the interests of the Union or its Members.

16.11 Should such Golfer resign from the Member Club which nominated them, they shall remain on the Executive for the full duration of their term, on condition that:

16.11.1 the Golfer transfers their membership to any other Member/Club of the Union, and;

16.11.2 the Member/Club that originally nominated the Golfer does not withdraw such nomination in writing.

16.12 The Executive shall have the power to co-opt any person who it considers will be able to contribute to its deliberations or activities, but such person shall have no vote. The Executive shall, wherever practicable, avoid co-opting any Golfer from a Club which already has a representative on the Executive.

16.13 The Union may at a General Meeting and in recognition of outstanding services rendered to golf in Gauteng, appoint persons as honorary members of the Executive for such period as the Union may decide. An honorary member shall be entitled to attend meetings of the Executive and to take part in the deliberations thereof but shall not be entitled to vote thereat.

## **17. PRESIDENT AND VICE PRESIDENT OF THE UNION**

17.1 Immediately after the Annual General Meeting at which it is elected, the Executive Members shall elect from among their number a President and a Vice President who shall hold office until the next Annual General Meeting at which elections are to occur. The President shall be (wherever possible) a person

who has already served for at least one year on the Executive, at the time of their appointment as President. The term of a President shall be 3 (three) years, with a limit of two consecutive terms.

17.2 If the office of President is vacated for whatsoever reason, the vacancy shall be filled by the Vice-President until the next Annual General Meeting at which elections are to occur. If the office of Vice-President is vacated for whatsoever reason, the Executive Members shall elect from among their number a Vice-President who shall hold office until the next Annual General Meeting at which elections are to occur.

17.3 The President and Vice President of the Union shall have the power to act jointly on behalf of the Union in relation to any urgent matter, on the basis that their actions shall be reported to and subject to ratification by the Executive (or the Union, as the case may be) at its next meeting.

## 18. **MEETINGS OF THE EXECUTIVE**

18.1 The Executive shall meet at least once in every calendar month, excluding December.

18.2 Meetings of the Executive shall be held at a venue as the Executive may from time to time determine. It shall be competent for the Executive to conduct meetings entirely by electronic communication or to provide for participation in such a meeting by electronic communication.

18.3 At least seven days written notice of meetings shall be given to each Executive Member.

18.4 Minutes shall be kept of all meetings of the Executive and its sub-committees and copies shall be circulated to Executive Members as soon as practicable after the meetings to which they relate.

18.5 A quorum at meetings of the Executive will consist of at least a simple majority of the total number of Executive Members provided that the President or Vice President is in attendance.



- 18.6 All decisions of the Executive shall be taken by simple majority and it shall be competent to take such decisions telephonically or electronically by way of round robin.
- 18.7 The President or in their absence, the Vice President, or in the absence of both, an Executive Member appointed for that purpose by those present at the meeting, shall preside as chairman at meetings of the Executive and shall have a casting vote in addition to their deliberative vote.

**19. POWERS OF THE EXECUTIVE**

The Executive shall exercise all of the powers and discharge all of the duties of the Union in the attainment of its objects, save only for such matters as are required by this Constitution to be submitted to and determined by a General Meeting of the Union. Without limiting the generality of the afore-going, the powers and duties of the Executive shall include the following:-

- 19.1 to adopt, amend and rescind regulations for the administration of the affairs of the Union and its Members;
- 19.2 to appoint, suspend or dismiss any employees of the Union upon such terms as may be considered desirable;
- 19.3 to make recommendations to a General Meeting of the Union with respect to the representation of Members on the Executive or at General Meetings;
- 19.4 to appoint Sub-Committees, whether from amongst the Executive Members or otherwise, for such purposes and upon such terms as may be considered desirable and to delegate to such Sub-Committees such of the Executive's powers and duties as may be necessary. The President shall be an *ex officio* member of each Sub-Committee;
- 19.5 to convene General Meetings of the Union at such time or times as may be necessary;

- 19.6 to suspend or terminate the membership of a member in terms of Clause 13;
- 19.7 to invest and expend monies on behalf of the Union;
- 19.8 to open current and other banking accounts in the name of the Union and to determine the manner of operation of such accounts;
- 19.9 to authorise Executive Members to act on its behalf in the acquisition and alienation of movable or immovable property or in the investment of its funds or in the conduct of any legal or other proceedings brought by or against the Union, provided, however, that the Union shall not acquire or dispose of any immovable property without the authority of an ordinary resolution adopted at a General Meeting or Special General Meeting of Members;
- 19.10 to select teams to represent the Union in matches arranged against other Provinces, Unions, Associations, Sub-Unions, Visiting Teams, Clubs or Golfing Societies and Organisations, and to determine the conditions governing the award of colours to teams representing the Union ;
- 19.11 to organise, promote and stage golf tournaments, championships and competitions and to prescribe all rules relating thereto including those pertaining to eligibility, participation, admission charges and the like;
- 19.12 to canvass sponsors for golfing tournaments and events organised by the Union and to award prizes to competitors participating therein;
- 19.13 to issue rulings and interpretations on any matter submitted to it or falling within the areas of jurisdiction of the Union;
- 19.14 to appoint any person to represent the Union on any golf or other sporting body as the Executive may consider necessary or expedient;
- 19.15 to appoint Golfers to serve as delegates on the executive of the GolfRSA and to nominate and/or vote for persons in the election of President, Senior Vice President or Vice President thereof;

- 19.16 to take disciplinary action against any Golfer who, in the opinion of the Executive, is guilty of an act or omission which could bring the sport of golf into disrepute or damage the good name and standing of the Union or is prejudicial to the interests of the Union or its Members and to impose on such Golfer such penalty as it may deem appropriate in the circumstances; Such disciplinary proceedings are to be conducted in accordance with the tenets of natural justice;
- 19.17 to appoint duly qualified persons to comply annually with the requirements of registration and submission of information to the South African Revenue Service verifying the existence of the Union as a Public Benefit Organization and a Non-Profit Organization;
- 19.18 subject to the permission of the members in a General Meeting if the transaction is not provided for in the annual budget for that year, to enter into and acquire interests in business or commercial entities, and for such purposes to enter shareholders agreements, members agreements or any other agreements in respect of any investments of the Union in any Company or other corporate or unincorporated body or in respect of any partnerships or other arrangements entered into by the Union for the achievement of its objectives.

## **20. FINANCIAL YEAR OF THE UNION**

The financial year of the Union shall end on the 31<sup>st</sup> day of December in each year.

## **21. RECORDS**

Appropriate books of account, together with all other records and documents relating to the business and affairs of the Union, shall be kept and maintained by the Manager Finance and Administration and shall be accessible at all times to Executive members. The Executive shall from time to time determine whether and to what extent and at what time and place and under which conditions these records shall be made available for inspection by Members.

## 22. **BANKING ACCOUNT**

All monies paid to the Union shall as soon as possible after receipt be deposited into the Union's current banking or investment account and withdrawn therefrom as may be required from time to time. All payments (whether in the form of cheques or electronic funds transfers) shall be signed off by such persons as may be authorised thereto by the Executive from time to time.

## 23. **AUDITORS**

The accounts of the Union shall be subject to annual audit by a Registered Public Accountant and Auditor, duly appointed by the Union at an Annual General Meeting. In the case of a vacancy occurring in the office of auditor during the year, the Executive shall forthwith appoint a Registered Public Accountant and Auditor to fill the vacancy until the next Annual General Meeting of the Union. At no time shall it be competent for such Public Accountant and Auditor to be an Executive Member.

## 24. **ANNUAL GENERAL MEETING**

24.1 The Annual General Meeting of the Union shall be held at such place and date and at such time as the Executive may determine, provided that it must be held:-

24.1.1 not later than five months after the end of the Union's financial year; and

24.1.2 prior to the annual general meeting of the GolfRSA; and

24.1.3 not more than thirteen months after the Union's immediately preceding Annual General Meeting.

24.2 Manager Finance and Administration shall give not less than sixty days' notice to Members of the date, time and venue of the meeting.

24.3 If the Executive or a Member wishes to propose a resolution for adoption at the Annual General Meeting or requires any specific competent matter to be placed on the agenda thereof, it shall give written notice thereof to the Manager Finance and Administration not less than thirty days before the date of the meeting.

24.4 Not less than twenty one days before the date of the Annual General Meeting, the Manager Finance and Administration shall dispatch to the Executive members and to members:-

24.4.1 the agenda for the meeting;

24.4.2 a copy of the report of the Executive on the affairs of the Union for the period preceding the meeting;

24.4.3 a copy of the audited financial statements of the Union for its immediately preceding financial year;

24.4.4 notice of any resolution which has been proposed for adoption thereat and/or of any specific matter which has been proposed for consideration thereat.

## 25. REPRESENTATION AT ANNUAL GENERAL MEETING

25.1 The persons entitled to attend Annual General Meetings of the Union and to vote thereat shall be:-

25.1.1 the President and Vice President;

25.1.2 one representative from each Member which had, on the 1st day of January immediately preceding the date of the meeting, two hundred and fifty or less Golfers;

25.1.3 two representatives from each Member which had, on the 1<sup>st</sup> day of January immediately preceding the date of

the meeting, more than two hundred and fifty but less than six hundred Golfers;

25.1.4 three representatives from each Member which had, on the 1<sup>st</sup> day of January immediately preceding the date of the meeting, six hundred or more Golfers.

25.2 A Member which is in arrear with Affiliation Fees and/or levies due to the Union shall not be entitled to be represented or vote at Annual General Meetings.

25.3 Any Golfer who at the date of the meeting is serving on the executive of the GolfRSA as President, Deputy President or one of the Vice Presidents thereof shall be entitled, *ex officio*, to attend the Annual General Meeting, but may not vote thereat.

25.4 Each Member shall, prior to the Annual General Meeting, notify the Manager Finance and Administration, in writing, of the names and contact details of the Golfers which will be representing it at the meeting. Failure by a Member to do so shall disentitle the representatives of the Member concerned from attending and participating in any way at the Annual General Meeting.

## 26. **BUSINESS TO BE TRANSACTED AT THE ANNUAL GENERAL MEETING**

26.1 The business to be transacted at the Annual General Meeting shall consist of:-

26.1.1 confirmation of the minutes of the immediately preceding Annual General Meeting and any other General Meeting that may have been held subsequent to that meeting;

26.1.2 considering and, if approved, adopting the report of the Executive concerning the affairs of the Union in respect of the period succeeding its immediately preceding Annual General Meeting;

- 26.1.3 considering and, if approved, adopting the audited annual financial statements of the Union for its immediately preceding financial year;
- 26.1.4 appointing an auditor for the ensuing financial year;
- 26.1.5 appointing honorary members of the Executive;
- 26.1.6 considering and voting on any resolution of which due notice has been given.

## 27. PROCEDURE AND VOTING AT ANNUAL GENERAL MEETINGS

- 27.1 The President, or in their absence the Vice President, shall preside as chairman at Annual General Meetings. In the absence of both of these persons, the authorised representatives of the Members present and entitled to vote shall appoint a chairman for the meeting.
- 27.2 A quorum at Annual General Meetings will consist of at least a simple majority of the total number of persons entitled to be present and vote thereat in terms of Clause 24.1. If a quorum is not present within 30 minutes after the duly appointed and notified time for the commencement of the meeting, the chairman shall adjourn the meeting for a further 15 minutes and reconvene the Annual General Meeting at the same place and the persons present at the reconvened meeting shall then constitute a quorum.” [Amended at Annual General Meeting 30 May 2017]
- 27.3 No resolution or specific matter of which notice has not been given in terms of Clause 24.3 shall be discussed at the Annual General Meeting, provided that it shall be competent for the chairman, in their discretion, to allow any amendment to clarify the wording of any resolution to be moved, notwithstanding that no notice has been given of the intention to move such amendment.
- 27.4 Manager Finance and Administration shall take minutes of the proceedings of all Annual General Meetings and shall ensure that copies are provided to

Members and Executive Members as soon as practicable after each Annual General Meeting.

- 27.5 Each person present and entitled to vote at the Annual General Meeting shall be entitled to one vote. The chairman shall have a casting vote in addition to their deliberative vote.
- 27.6 Save as is otherwise provided for in this Constitution, all resolutions properly brought before an Annual General Meeting shall be valid and effectual if passed by a simple majority of persons present and voting.
- 27.7 Voting at an Annual General Meeting shall take place by show of hands unless a poll is demanded by a majority of the persons present and entitled to vote.
- 27.8 Save as is otherwise provided for in this Constitution, the proceedings at Annual General Meetings shall be conducted in such manner as the chairman may determine.

## 28. **SPECIAL GENERAL MEETINGS**

- 28.1 The Executive may at any time convene a Special General Meeting of the Union and it shall be obliged to do so upon receipt by the Manager Finance and Administration of a requisition in writing to that effect signed by not less than seven Members, setting forth the purpose of the proposed meeting.
- 28.2 The Manager Finance and Administration shall give thirty days written notice to all Members advising them of the date, time and place of such meeting and the purpose/s for which it meeting has been convened.
- 28.3 No business shall be discussed at a Special General Meeting other than that for which it was convened.
- 28.4 The provisions of Clauses 25 and 27 shall/ apply, *mutatis mutandis*, provided that if less than twenty persons is present at an adjourned Special General Meeting, such meeting shall be deemed to be dissolved.



**29. NOTICES**

- 29.1 All notices to be given in terms of this Constitution shall be given in writing and signed on behalf of the Union by the Manager Finance and Administration.
- 29.2 Notices posted to the last notified address of any person entitled to receive them shall be deemed to have been validly given.

**30. AMENDMENT OF CONSTITUTION**

This Constitution shall not be repealed or amended except by a resolution to that effect duly passed at an Annual or Special General Meeting, by not less than two-thirds of the persons present and entitled to vote thereat.

**31. DISSOLUTION OF THE UNION**

- 31.1 The Union may not be voluntarily dissolved, voluntarily wound up or placed in voluntary liquidation except by a resolution to that effect duly passed at an Annual or Special General Meeting by not less than two-thirds of the persons present and entitled to vote thereat.
- 31.2 If, at an Annual or Special General Meeting, it is duly resolved that the Union be voluntarily dissolved or voluntarily wound up or placed in voluntary liquidation, a liquidator shall be appointed at that meeting. If after payment of all debts and liabilities of the Union any property of whatsoever nature remains, the same shall be disposed of or transferred by the liquidator to some other organisation having the same or similar objects in accordance with the resolutions passed at such a meeting.