



**THE COUNTRY CLUB**  
JOHANNESBURG

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**2018 CLUB RULES**



# THE COUNTRY CLUB

JOHANNESBURG

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## 2017 CLUB RULES

CCJ is a contemporary Club rooted in tradition, where friends meet and relax in comfort and safety while enjoying the serenity of the surroundings.

Attention to detail and tradition blend to provide a unique membership experience.

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## **CONSTITUTION**

### **1. NAME OF CLUB**

The name of the Club is  
"THE COUNTRY CLUB JOHANNESBURG".

### **2. OBJECTS OF CLUB**

The Club is formed to fulfil all the usual objects of an outdoor and indoor social club, and to do all such things, and carry out all such undertakings, as may be necessary for or incidental to the attainment of such objects.

### **3. POWERS OF CLUB**

Without prejudice to the foregoing general powers, and without limiting the same in any way, the Club shall have the following powers: -

- a) To acquire by purchase, exchange, lease, sub-lease or otherwise, immovable property of all kinds, including lands, stands and buildings.
- b) To erect, construct, carry out, maintain, improve, alter, manage and control any buildings or other erections.
- c) To sell, lease, mortgage, dispose of, give in exchange, turn to account or otherwise deal with all or any part of the property and rights of the Club.
- d) To buy, sell and deal in all kinds of movable property and to supply all kinds of provisions, liquid and solid, required by members and their guests.
- e) To lay out as gardens and for recreation, sporting and other purposes, land acquired or controlled by the Club.
- f) To apply to any competent authority for any licence which the Club may require for the purpose of carrying on its business, or for the renewal of such licence or licences held by the Club, and to hold and accept transfer of any such licence or licences.

- g) To borrow or raise money in such manner as the Committee of the Club may deem fit, and in particular by the issue of debentures or debenture stock, and as security for any moneys so borrowed or raised to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Club, present or future, upon such terms and conditions as the Committee may deem fit.
- h) To arrange pension schemes for the benefit of, and to grant pensions, allowances, gratuities and bonuses to, employees or ex-employees of the Club; or the dependants of such persons, and to support or subscribe to any charitable or other institution, clubs, societies or funds.
- i) To lend or invest money on any terms or in any manner that may be thought fit.

#### **4. RIGHTS OF MEMBERSHIP**

Membership of the Club does not and shall not give to any member of any class any right, title, interest, claim or demand in or to any of the moneys, property or assets of the Club, but only confers upon such member the right and privilege of entering in and upon the grounds and erections of the Club, and of using same in accordance with the use to which the same are devoted by the Committee of the Club, and subject to such restrictions and charges as the Committee may from time to time impose, and subject to the Rules and Bye-Laws of the Club from time to time in force.

#### **5. LIABILITIES OF MEMBERS**

In the event of the Club being wound up, there shall be no liability incurred by any member other than in respect of his or her unpaid subscription and any money he or she may be owing to the Club.

## **6. DISSOLUTION**

If upon the winding up or the dissolution of the Club there remains, after the satisfaction of all its debts, any property whatsoever, the same shall not be paid to or distributed to any person, but shall be given or transferred to a Public Benefit Organisation or some other institution or institutions having objects similar to the objects of the Club to be determined by members assembled at an Extraordinary General Meeting.

## **7. MEMBERS BOUND BY THE RULES**

The payment by or on behalf of a member of his or her first subscription shall be acknowledgement on the part of such member that he or she is bound by the Rules of the Club, and all Bye-Laws that have been or may hereafter be made by the Committee, and that he or she accepts the ruling of the Committee in all cases, and no person shall be absolved from the effects of the Rules and Bye-Laws on the plea of not having received a copy of them.

## **MEMBERSHIP**

## **8. APPLICATION FOR MEMBERSHIP**

The procedure for applying for membership, other than honorary or temporary membership, shall be as follows:

- a) An applicant may procure an application form from the various Club platforms.
- b) No member should act as a proposer or a seconder more than four times in any one financial year, nor until they have been a member of the Club for at least two years.
- c) The applicant shall complete the application form as prescribed from time to time by the Committee. The form must be signed by the proposer and by a seconder to whom the applicant is well known.

- d) The applicant shall in the application form set out the names and contact details of the proposer and seconder, who should have known the applicant for at least two years and who shall submit a letter of recommendation. A member may propose his/her spouse/partner or child without a seconder.
- e) The applicant must meet by arrangement with a member of the Membership Sub-Committee or Management and provide such further information or references as may be called for.
- f) Acknowledgement of receipt of the application will be posted to the Proposer with a copy to the Seconder and the Applicant. If such acknowledgement is not sent within 90 days of receipt by the Club of the application or within 30 days of the interview referred to in Clause 8e), whichever is the later, the application will be deemed to have lapsed.

Once acknowledged, the applicant's full names, together with the names of his/her proposer and seconder, will be placed on the Club Notice Board at Auckland Park and Woodmead for a period of one month and for a period of at least 14 days prior to the application for election being considered by the Committee. See also Rule 18 relating to objections.

- g) The Main Committee and their spouses are fully entitled to propose and second any applicants.
- h) The names of applicants for membership shall be placed on a waiting list from which they shall be withdrawn for consideration for election as vacancies in each class of membership occur.



- i) Notwithstanding anything to the contrary herein contained, the spouse of a member shall be entitled to be considered for election to membership at any time upon application, without being placed on the waiting list. "Spouse" means the permanent life partner or civil union partner of a member.
- j) Children of members shall come up for immediate election without being placed on the waiting list, provided that they are under the age of 25.
- k) For the purpose of this Rule, honorary, temporary and junior members are not ordinary members.
- l) Election to Membership may be deferred for a maximum of three years.
- m) Notwithstanding the provisions of 8c) and 8d) above, the Committee may, in its discretion, agree to waive the requirements with regard to the period during which an applicant has been known to a proposer, a seconder and/or a referee.

## **9. CLASSES OF MEMBERS**

The membership of the Club shall comprise the following classes of members:

### **a) Town Member**

A member who does not qualify for any other class of membership, who has a place of residence or a place of business within a radius of 100km from either Auckland Park or Woodmead premises and is between the ages of 35 and 65 years.

### **b) Town Student Member**

A member's child who is between the ages of 22 and 25 and who is in full-time education at a recognised institution and who produces proof of such fact when effecting payment of subscriptions.

**c) Country Member**

A member whose usual place of residence or usual place of business is anywhere in the Republic of South Africa but excluding members who qualify for any other type of Membership.

**d) Junior Member**

An unmarried member, who is the child of a member, over the age of 12, but under the age of 22 years at the date of receipt by the Manager of the completed application form provided, however, should such a member become married, both the person and his/her spouse shall be classified as adults, irrespective of age.

**e) External Member**

Any member who has been a full Club member, moves away from the Republic of South Africa and who pays an annual subscription as determined by the Committee from time to time.

**f) Special Member**

Any member whose privileges within the Club may be, either with or without conditions, restricted by the Committee in accordance with Rule 4, or suspended in accordance with Rule 30.

**g) Senior Member**

A town member having attained the age of 65. Provided that such a town member, who on 1 March 2013 has attained the age of 58, shall be deemed to be a Senior Member on attaining the age of 63.

**h) Senior Plus Member**

A town member of not less than 25 years standing as such and having attained the age of 65. Provided that such a town member, who on 1 March 2013 has attained the age of 58 years, shall be deemed to be a Senior Plus member on attaining the age of 63 years.

**i) Senior Social Plus Member**

A town member of not less than 25 years standing as such and having attained the age of 80 who can only make use of non-golfing facilities.

**j) Life Member**

Any member who shall have enjoyed membership of the Club for an unbroken period of 50 years, either as a Town member, a Country member, or an External member, or for such period of time in a combination of any such classes of membership (excluding Honorary and Temporary membership) shall automatically thereupon become a Life Member. Life members shall be free from liability for further subscriptions, but shall in all other respects be entitled to the benefits conferred by and be subject to the Rules and Bye-Laws of the Club.

**k) Honorary Life Member**

Any member who is appointed by the Committee as an Honorary Life member under Rule 28(o). Honorary Life members shall be free from liability for further subscriptions, but shall in all other respects be entitled to the benefits conferred by and be subject to the Rules and Bye-Laws of the Club.

**l) Honorary Member**

The Committee shall have the power to invite distinguished or eminent personages and bona fide candidates to become Honorary members of the Club, for such period as the Committee may determine, without payment of subscription. The names of the persons to be posted on the notice board for a period of 14 days once they have accepted the Committee's invitation. No such Honorary member shall have any vote at any meeting of the Club, but shall otherwise enjoy and be entitled to the same privileges as those enjoyed by other members of the Club.

**m) Reciprocal Member**

A full member in good standing with any Club which has formally entered into reciprocal arrangements with the Country Club Johannesburg, and who is not resident or has his or her place of business within the area referred to in Rule 9a), shall be entitled to the same privileges as an Honorary member.

**n) Member in abeyance**

A member may wish to suspend his/her membership indefinitely. On reinstatement to the Club he/she will, at the sole discretion of the Committee, be required to pay 25% of the entrance fee prevailing at that time. During the period that membership is in abeyance in terms of this Rule, the member in question shall for all purposes cease to be a member of the Club and will not be entitled to any right or privilege accorded a member of the Club.

**o) International Corporate Membership**

This may be granted for a period not exceeding two years. At the end of two years the International Corporate Member may convert to full membership after being duly proposed, seconded and elected in terms of Rule 18. An International Corporate Member will not be eligible to vote on Club issues. Applicants will be interviewed by a member of the Membership Sub-Committee, prior to membership being granted.

**p) Non-Resident Member**

Any member who ordinarily resides outside the Republic of South Africa and whose rights to use the Club are restricted by the Committee in accordance with Rule 4 to a maximum period of two months in each year provided that the provisions relating to the admission and cancellation of membership referred to in Rule 10 apply to such member.

**q) Town Member Young**

A member between the ages of 22 to 25 years of age.

**r) Town Member Mid**

A member between the ages of 26 to 30 years of age.

**s) Town Member Intermediate**

A member between the ages of 31 to 34 years of age.

**(i) CHANGE OF CLASS**

Subject to the provisions of Rule 13a) any change in subscription arising out of a change in class shall become effective from the first day of the calendar month after which the change of class is effective.

**(ii) REPUBLIC OF SOUTH AFRICA**

Wherever they appear in these Rules the words 'Republic of South Africa' shall be deemed to include all territories comprising the Republic.

**10. TEMPORARY MEMBER**

The following persons may be admitted as temporary members upon the introduction in writing of two ordinary members of at least two years' standing.

- a) A person normally residing outside the 100km radius referred to in Rule 9i)a).
- b) A visitor from outside the Republic.
- c) A candidate for full membership pending consideration of the application by the Committee. (To be granted only with Committee's approval).

Upon acceptance a Temporary member shall pay in advance such entrance fee and subscription as may be laid down in terms of Rules 22 and 23. Temporary membership may be granted for a period not exceeding four weeks at a time. If application is made for a period of more than four weeks, the applicant will be notified of any extension granted by the Committee, prior to the commencement of each period or part thereof but shall be limited to six months in all. The election of any Temporary member may be cancelled at any time by a resolution of the Committee. The introducer's of a Temporary member shall be jointly and severally liable for all subscriptions and moneys due to the Club by such Temporary member.

## **11. JUNIOR MEMBER**

An application for Junior membership must be countersigned by the applicant's parent or guardian who shall be directly responsible for the conduct of and any amount owing by such applicant once elected. Junior members shall pay subscriptions as defined by Rule 23.

Junior members shall not be required to re-submit forms of application upon attaining the age of 21 years, but shall become liable for the current subscription due in respect of the applicable class of membership.

## **12. TEMPORARY ABSENCE FROM THE REPUBLIC OF SOUTH AFRICA**

A member who temporarily leaves the Republic of South Africa for a continuous period of more than six months and who elects to be classified as, and to pay the commuted subscription relative to, an External member, shall notify the Manager in writing of such election, the date of departure, the expected duration of absence and the overseas address.

Such member shall be under the obligation to notify the Manager immediately of the date of return to the Republic of South Africa from which date he or she shall resume payment of the subscriptions relative to his or her class of membership. A member temporarily absent from the Republic of South Africa must continue to pay the subscription relative to his or her class of membership and he or she shall notify the Manager of the address to which notices may be addressed to him or her. Failure to pay subscriptions on due date renders such member liable to posting in terms of Rule 24.

### **13. CHANGE OF CLASSIFICATION**

- a) In the event of a member elected as a Country member, or as a Non-Resident member of the Club, coming to reside permanently or acquiring a place of business within the 100km radius, such members shall not ipso facto become a Town member, but shall thereupon make application in writing to the Committee to become a Town member. As from the date the Committee may grant such application for Town membership, such member shall ipso facto become liable for the difference between the entrance fee and subscription already paid, and those applicable to his or her new category.
- b) In the event of a Country member temporarily residing within the 100km radius, such member shall pay in respect of such temporary residence beyond the first three months thereof, an increased subscription as determined by the Committee in its discretion.
- c) Notwithstanding anything to the contrary contained in the rules, if a member is undergoing continuous university or other educational training, and such training is outside the 100km radius but within the Republic of South Africa such member shall be regarded as Country member for subscription purposes.

### **14. INELIGIBLE CANDIDATE**

No candidate shall be eligible for election who is an unrehabilitated insolvent. Should a candidate thus ineligible be admitted to the Club inadvertently, the Committee may declare his or her election void and shall give him or her immediate notice to that effect, and the Committee shall have the right but not the obligation to return his or her entrance fee or subscription or any part thereof.

## **15. REJECTED CANDIDATE**

No rejected candidate shall be proposed again until the expiration of two years from the date of his or her last rejection.

## **16. CANCELLATION OF MEMBERSHIP**

If at any time after the election of a candidate it appears that he or she has been elected under a mis-representation or mistake as to identity, or owing to materially incorrect information or withholding of relevant information as to his or her character and/or position or any other relevant fact, the Committee shall, within one month of becoming aware thereof, be entitled to cancel the election of the candidate. The candidate/member whose election is thus cancelled shall thereupon cease to be a member, and shall have no claim whatsoever against the Club for damages, return of entrance fee, or for any other reason whatsoever; provided that the Committee shall be entitled to make such ex gratia refund of entrance fee or subscription as it may consider appropriate. 17.

## **17. VOTES OF MEMBERS**

Notwithstanding anything to the contrary contained in these rules, only the following classes of members shall be entitled to vote at any meeting:

Town members of all categories

Senior member

Life member

Honorary Life member



## **18. ELECTION**

- a) The election of members shall be by ballot conducted at a meeting of the Committee, the quorum for which meeting shall be four members, and no candidate shall be elected unless he or she receives the votes of the majority of the members of the Committee present and voting.
- b) When the name of the applicant for membership is posted in terms of Rule 8f) any member wishing to object to his or her election shall during the period of such posting lodge a properly motivated written objection with the Committee, giving such information as the objector wishes the Committee to take into account. Such objection shall be handed to the Manager for submission to the Committee.
- c) Should the Committee have received 25 written objections to the election of a candidate whom they would otherwise have admitted to membership then the election shall be by ballot of members of which notice shall be placed on the Club notice boards for at least 14 days prior to the date set for the ballot. The ballot shall be open and conducted on one day between 08:00 and 19:00 at both the Auckland Park and Woodmead premises. At least 50 members must record their votes on the day of the ballot if it is to be taken into account by the Committee. If 25% of the votes are against the candidate, he or she shall not be elected.

## **19. PRIVILEGES OF CANDIDATES FOR ELECTION**

A candidate for election, duly proposed and seconded, on receipt of a notification from the Manager that his or her name is to be submitted to a ballot for election, shall be entitled to the use of the Club as a Temporary member until his or her ballot takes place.

## **20. PAYMENT OF ENTRANCE FEES, SUBSCRIPTIONS AND MEMBERS' ACCOUNTS**

- a) Each member (including a newly elected member) shall, subject to sub-rule b), pay his or her –

- i) entrance fees, within 30 days after the date of receipt of notice of his or her election as a member of the Club;
  - ii) annual subscriptions, or such portion thereof as the Committee determines, by no later than the first day of March in respect of the year to which such subscriptions relate or within 14 days of confirmation of membership as the case may be; and
  - iii) member's accounts within 30 days after the date of receipt of the relevant statement relating thereto.
- b) Notwithstanding the provisions of sub-rule a), the Committee may, in circumstances which the Committee deems appropriate -
- i) allow a member such rebate as the Committee determines from time to time in the event that the full subscription is paid prior to the due date for payment thereof; and/or
  - ii) permit any amount due in terms of sub-rule a) to be paid in monthly instalments.
- c) Each payment made to the Club shall be free of bank costs and charges or other deduction of whatsoever kind.

## **21. RESIGNATION**

Any member intending to resign his or her membership shall deliver notice in writing to that effect, duly signed by the member, to the Manager. Resignation shall be effective as from the date of receipt by the Manager of the said notice.

A member who has resigned may be reinstated at the discretion of the Committee or through the normal application procedure. Resignation shall not relieve the member from the obligation to make payment of all moneys then owing to or claimable by the Club and/or the performance of any obligations still owing to the Club.

## **ENTRANCE FEES AND SUBSCRIPTIONS**

### **22. ENTRANCE FEES**

Twenty five percent, or such other percentage as the Committee in its sole discretion may decide, of the then entrance fees shall be paid by the applicant when lodging his or her application with the Manager and such advance payment shall not bear interest. Upon election to membership the applicant shall pay the difference, or such amount as the Committee shall determine between the advance payment thus made and the full entrance fee currently payable at the date of election. If the entrance fees are increased by the Committee at any time, the balance then owing to the Club by the newly elected member to the Club shall be increased by the percentage increase in the entrance fees.

### **23. SUBSCRIPTIONS**

The amount of subscriptions payable by members shall be determined by the Committee provided that no annual subscription may be increased either during any financial year or at the end thereof by any amount exceeding 20% of the current subscription without the approval of the members in a General Meeting.

### **24. DEFAULT BY A MEMBER**

- a) To the extent that any entrance fee, annual subscription or other moneys owing by a member (including a newly elected member) to the Club are not paid on or before the due date for payment thereof, the Committee may in its discretion, and subject to such conditions it may impose –
  - i) restrict such member's privileges either partially or totally and/or;
  - ii) post the name of the member on the Notice Board of the Club and/or;
  - iii) terminate such member's membership.
- b) Notwithstanding the provisions of sub-rule a) and in addition to any steps taken by the Committee pursuant

thereto, any entrance fee, annual subscription or other moneys owing by a member (including a newly elected member) to the Club not paid on or before the due date for payment thereof will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 (currently two percent per month), or at such lesser rate as the Committee determines from time to time in its discretion. Interest not paid to the Club by the last day of the month in respect of which such interest accrues will bear further interest at the same rate.

- c) In addition to interest as aforesaid, the Club will be entitled to recover from a member who fails to make payment of any amount on or before the due date for payment thereof, default administration costs and collection costs, as contemplated in the National Credit Act, including legal costs on the attorney and client scale and collection commission to the extent permitted by the said Act.
- d) Nothing herein contained shall in any manner limit or detract from the power of the Committee to terminate the membership of a defaulting member (including a newly elected member), nor shall the termination of the membership of a defaulting member in any manner limit, detract from or prejudice the right of the Club to recover from the defaulting member all amounts owing to the Club, together with interest, default administration costs, collection and other costs as aforesaid.
- e) No failure or delay on the part of the Club or the Committee in exercising any right, power or privilege contemplated in this rule or elsewhere in these rules will operate as a waiver, nor will any single or partial exercise by the Club or the Committee of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **ACCOUNTS**

### **25. CLUB ACCOUNTS**

True accounts shall be kept of the sums of money received and expended by the Club, and the manner in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Club, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being, shall be open to the inspection of the members. The annual accounts of the Club shall be audited by a firm of registered public accountants.

### **26. MEMBERS' ACCOUNTS**

Members shall pay every expense incurred by them before leaving the Club premises unless such expense has been charged to their account on production of their membership card issued to such member by the Club. Monthly statements of their accounts shall be payable by the last day of the following month.

## **COMMITTEE**

### **27. CONSTITUTION OF COMMITTEE**

- a) The Committee of the Club shall consist of seven elected members and four ex-officio members. Casual vacancies in the Committee may be filled by the Committee electing a member to fill such vacancy until the next Annual General Meeting, when he or she shall retire and be eligible for re-election for a period of three years without nomination. Such members' retirement shall be in addition to all other retirements in terms of these rules.
- b) Elected members shall hold office for a period of three years and shall thereupon be eligible for re-election for a further period of three years without nomination. Committee members who have held office for two consecutive periods of three years shall not then be eligible for re-election to the Committee prior to the Annual General Meeting in the

following year. This rule limiting Committee membership to two consecutive periods of three years may be broken only if the Committee, giving full reasons for its decision, requests the members of the Club to re-elect a Committee Member for a further period not exceeding three years. The ballot paper must be clearly marked third term of office.

Should such a Committee member have been the Chairperson, then that person shall automatically be eligible for re-election for one further consecutive period of three years without the Committee giving reasons. No persons may serve in excess of nine consecutive years.

- c) The Committee shall have the right to co-opt additional members who the Committee may decide would be an asset to the Committee through their expertise or skills or their fulfilling an important role in the Club. Such co-opted members shall retire at the next Annual General Meeting after co-option.
- d) Candidates for election to the Committee and their proposers must have been Town members of the Club for at least five years. Nomination of candidates shall be in writing, signed by two proposers and the candidate and shall be delivered to the Manager at least 14 days before the date of the Annual General Meeting. If more candidates are nominated than the number of vacancies the election shall be by ballot, provided that if so determined by the Committee secure electronic voting procedures may be instituted in addition or as an alternative to the ballot. Ballot boxes and ballot papers shall be made available at the both receptions and such other places, as may be determined by the Committee, as per reception operating hours on the 10 days prior to the day of the Annual General Meeting or Extraordinary General Meeting, as the Committee may at its sole discretion determine. Particulars of the candidates standing for election and details pertaining to the voting arrangements shall be notified to members on the notice boards of the Club by giving 12 days' notice prior to the day of the Annual

General Meeting 18 or Extraordinary General Meeting. If electronic voting procedures are adopted the same time periods applicable to the ballot as set out above will apply. On the day of the Annual General Meeting or Extraordinary General Meeting the ballot or electronic voting shall close when the Chair- person declares the ballot or electronic voting closed just prior to the start of the said meeting. Membership cards must be produced to obtain a ballot paper.

- e) At the first meeting of the Committee, after an election, it shall elect from its members a Chairperson and may then or thereafter elect a Vice-Chairperson provided that ex-officio members of the Committee are not eligible for these positions. No person shall serve as Chairperson for more than four years. If the Chairperson or Vice-Chairperson are not present at the time appointed for holding a meeting, the members of the Committee present shall choose one of its number to be Chairperson of the Meeting.
- f) i) The Committee shall appoint the four senior executives of the Club, currently the General Manager, Finance Manager, Club Manager Auckland Park and the Club Manager Woodmead ("Club Managers"). The Club Managers shall be ex-officio members of the Committee while they hold that office. The General Manager shall manage the day to day affairs of the Club, assisted by the other three managers. The Committee may appoint Sub-Committees to deal with the management of specific affairs of the Club, provided that at least one of the Club Managers shall be appointed to each Sub-Committee.
  - ii) The Golf Captain, during his period of office, shall be an ex-officio member of the Committee.
- g) At a Committee meeting, except where otherwise provided in these rules, four elected members shall constitute a quorum. If circumstances should arise which reduce the number of elected members available to attend meetings to three or less, such remaining elected members may act

for the purpose of convening a General Meeting of members but for no other purpose.

- h) The Committee may grant leave of absence from meetings for a period not exceeding six months. Any member absenting himself or herself from three consecutive meetings without leave of absence shall, ipso facto, cease to be a member of the Committee.

## **28. POWERS OF COMMITTEE**

The entire management and control of the Club shall be vested in the Committee, and the Committee shall have full power and authority to do any act, matter or thing which could or might be done by the Club, except as otherwise specially provided in these rules, and without in any way limiting such powers and authorities, the Committee shall have the following special powers:

- a) To make, vary and repeal Bye-Laws for carrying out the provisions contained in these Rules, for the management of the affairs and the use of the premises of the Club by its members, and generally for all matters connected with the Club, provided that such Bye-Laws do not conflict with the Rules of the Club.

In addition the Committee shall control the financial affairs of the Club in all its aspects including the right to lay down entrance fees and the payments to be made by members for the use of facilities, services and meals provided by the Club.

- b) To acquire movable or immovable property for the Club calculated to benefit the Club and to advance its objectives.
- c) To secure the fulfilment of any contracts or engagements entered into by the Committee by mortgage or charge of all or any part of the property of the Club or in such other manner and under such conditions as it may think fit.



- d) To sell, lease, alienate or otherwise dispose of any part or parts of the movable or immovable property of the Club as it may think most beneficial to the Club and to apply the consideration arising therefrom as it may think most advantageous to the Club, but the Committee shall not have the power to dispose of the major portion of the movable and immovable property of the Club unless such sale is ratified and confirmed by a resolution passed by a majority of not less than 80% of the votes of the members present at an Extraordinary General Meeting of the Club called for that purpose. The sub-section is subject to Rule 29.
- e) To appoint and at its discretion remove or suspend such attorneys, agents, managers, secretaries, officers, clerks and servants for permanent, temporary or special services, as it may think fit, to invest them with such powers and authorities as it may think expedient, to determine their duties, fix and vary their salaries and/or emoluments (if any); provided that any such salaries and/or emoluments shall not exceed comparable market-related norms pertaining to their respective duties and responsibilities and, where appropriate, and to require security in such instances and to such amounts as it consider appropriate.
- f) To institute, conduct, defend, compound or abandon any legal proceedings by and 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 to the Club, and of any claims or demands by the Club.
- g) To refer any claim or demand by or against the Club to arbitration and to perform, or refuse to perform the awards.
- h) To make and give receipts, releases and other discharges for moneys payable to the Club, and for the claims and demands of the Club, and, except where otherwise provided in these Rules, such receipts shall be signed by

the manager or some person lawfully acting in the place of such Manager.

- i) To open banking accounts in the name of the Club, to operate on and overdraw the same, to draw, accept, endorse, make and execute bills of exchange, promissory notes, cheques and other negotiable instruments connected with the business of the Club. Such bills of exchange, cheques and other negotiable instruments shall be signed by two Committee members as per the procedures agreed by the Committee from time to time.
- j) To invest and deal with any moneys of the Club not immediately required for the purposes of the Club upon such securities and on such terms as it may think fit, and from time to time to vary or realise such investments, subject to Rule 29.
- k) To borrow or raise money in such manner as it may think fit and in particular by the issue of debentures or debenture stock, upon such terms and conditions as it may think fit, and as security for any moneys so borrowed or raised to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Club, present or future, upon such terms and conditions as it may think fit, subject to Rule 29.
- l) To negotiate, stipulate for, grant and arrange reciprocity between the Club and any other Club or association.
- m) To establish or support or aid in the establishment and support of associations, institutions, trust funds or legal bodies calculated to benefit the Club or employees of the Club, or the dependants or connections of such persons, to grant pensions and allowances, to make payments towards insurances, and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful objects.

- n) To delegate to any Sub-Committee or Sub-Committees all or any of the authorities of these presents conferred on the Committee, any such Sub-Committee to have such powers as may be conferred on it at the time of its appointment or thereafter by the Committee, and to be subject in all respects to such Rules and Bye-Laws or instructions as may from time to time be framed or given by the Committee.
- o) To appoint as an Honorary Life member any member considered by the Committee to have conferred some special benefits on the Club or to have rendered exceptional services to or on behalf of the Club.

## **29. LIMITATIONS ON THE POWER OF THE COMMITTEE**

- a) The funds identified as the Development Fund in the audited financial statements of the club as at 28 February 1999 together with at least 50% of the net proceeds of the sale of any of the Club's immovable property ("the initial protected capital") shall be invested by the Committee in their entire discretion ("the protected funds") and such investment shall be dealt in accordance with the provisions of this Rule.
- b) The Committee shall be entitled to realise and re-invest the protected funds from time to time as it in its entire discretion deems fit.
- c) On or at the first of March each year the auditors of the Club shall certify that in their opinion the following subsections have been complied with:
  - i) the value of the protected funds as invested by the Committee is on a fair market value basis ("the market value of the protected funds");
  - ii) the calculation of the inflation adjusted value of the initial protected capital, by escalating the initial protected capital pro rata to the amount by which, the consumer price index (CPIX as published by Statistics South Africa or anybody subsequently replacing it) has escalated between the time of the initial protected capital was first invested and, the first of March in that

- year ("the inflation adjusted capital value"):
- iii) provide a certificate addressed to the voting members and the Committee, certifying the difference between the inflation adjusted capital value and the market value of the protected funds ("the protected funds surplus").
  - d) Should the auditors certify that the market value of the protected funds exceeds the inflation adjusted capital value, then the Committee may in its entire discretion realise the protected fund investments in an amount equal to no more than the protected funds surplus.
  - e) The amount to be realised in terms of Rule 29d) shall be used by the Committee only on improvements which accede to immovable property owned by the Club or for the purchase of immovable property or on movable property intended for use in or on immovable property owned by the Club.
  - f) The initial protected capital, the protected funds or protected funds surplus shall not be given or made over in any way as security for moneys borrowed or raised under Rule 28k) or otherwise.
  - g) The Committee shall not have the power to use the initial protected capital, the protected funds or protected funds surplus otherwise than in accordance with this Rule unless such use is authorised by a resolution passed by a majority of not less than 80% of the votes of the voting members present at the Annual General or Extraordinary General Meeting of the Club called for that purpose; provided that, notwithstanding anything to the contrary contained in these rules -
    - i) the quorum for any meeting to change this Rule 29, shall be 120 members present and entitled to vote; and
    - ii) if a quorum is not present at any such meeting, any such resolution shall be deemed to have been rejected by the members and may not be passed at any adjourned meeting.

### **30. SUSPENSION AND EXPULSION OF MEMBERS**

- a) If any member shall, in the opinion of the Committee, commit any breach of Rules or Bye-Laws of the Club or introduce into the Club any person whose presence therein shall be prejudicial to the interests or reputation of the Club or objectionable to the members, or should any member in the opinion of the Committee be guilty of conduct unbecoming to a lady or gentleman, or prejudicial to the interests and reputation of the Club, whether within the Club precincts or outside them, the Committee shall have power to suspend such member from the use of the Club premises and privileges for such period as the Committee may deem fit, or to request such member in writing through the Manager to resign, and pending the receipt of such resignation to suspend him or her from the use of the Club premises and privileges, and if he or she fails to resign within seven days after the date of such request, then the Committee shall be entitled summarily to expel such member.

The name of any member suspended or expelled in terms of the provisions of this Rule shall be posted on the notice boards of the Club for a period of 14 days reckoned from the date of such suspension or expulsion. A member suspended in terms of this Rule shall not be relieved from liability to pay his or her subscriptions in respect of the period of suspension. The power of suspension and expulsion may be exercised by the Committee whether or not the Committee shall in its discretion have afforded the member any opportunity for explaining or making representations concerning his or her conduct.

- b) The quorum of a meeting of the Committee called for the purpose of considering the suspension or expulsion of a member shall be four elected members. The decision by the Committee shall be arrived at by ballot. It shall not be incumbent upon the Committee to state its reasons for such suspension or expulsion, and no member shall have

cause for action for alleged wrongful suspension or expulsion.

- c) The Manager or his nominee shall have the power and authority in his discretion to require any member or guest to leave the Club premises.

### **GENERAL MEETINGS**

#### **31. ANNUAL GENERAL MEETING**

A General Meeting of the members shall be held in the Club premises or at such other venue as the Committee shall for good reason decide, once in each financial year and not later than six months after the year end.

Membership cards must be produced in order to attend a General Meeting. The business to be conducted at an Annual General Meeting shall be:-

- To receive and consider a report of the affairs of the Club;
- To elect Committee members for the ensuing period;
- To consider and pass, with or without amendment, or to reject any proposed resolution submitted to the meeting and concerning the affairs of the Club, of which due notice has been given.

Notice of the date and hour of the Annual General Meeting shall be posted on the Club notice boards for at least 21 days prior to such meeting. Notice of any resolution to be proposed at an Annual General Meeting other than the ordinary business of the meeting must be signed by at least five members and lodged with the Manager at least 14 days before the date fixed for the said meeting, and by him posted forthwith on the notice boards of the Club.

### **32. EXTRAORDINARY GENERAL MEETING**

The Committee may at any time call an Extraordinary General Meeting of the Club on giving at least 21 days' notice, specifying the object for which the meeting is called. The Committee shall in like manner call such meeting on receipt of a requisition signed by 50 members specifying the object for which such meeting is called. Subject to the powers of the Committee as stated in the next rule no business other than that so specified shall be transacted at such meeting, but any resolution strictly relating to such business may be submitted to such meeting. Twenty five or more members may demand that the vote on a resolution so submitted to a meeting shall be taken by ballot.

### **33. URGENT BUSINESS**

The Committee may at any meeting of members bring forward any business which it considers urgent and requires a decision or action.

### **34. QUORUM AT GENERAL MEETINGS**

The quorum for a General Meeting called by a requisition shall be 120 members and for all other General Meetings 50 members, provided that, should no quorum be present within 10 minutes of the time fixed for the meeting, the meeting shall, in the case of an Annual General Meeting or an Extraordinary Meeting called by the Committee, be adjourned to the same day and hour in the following week, and at such adjourned meeting the members present shall be deemed to be a quorum for the transaction of all the business of the meeting. In the case of an Extraordinary General Meeting called by requisition of members, if no quorum be present within 10 minutes of the time fixed for the meeting, it shall be finally dissolved.

### **35. CHAIRPERSON AND PROCEDURE**

a) The chair at all General Meetings shall be taken by the Chairperson or, failing him, by the Vice-Chairperson, or, failing both the Chairperson and the Vice-Chairperson, the members who are present entitled to vote shall elect one

of the Committee present at the meeting to be Chairperson of the Meeting. But should such Committee member be unwilling to take the chair, a member entitled to vote may be elected from the floor. Every question submitted to a meeting shall be decided in the first instance, by a show of hands, the Chairperson having a second or casting vote in case of an equality of votes, and unless a ballot be demanded by at least 25 members entitled to vote, the declaration by the Chairperson of the result of the voting shall be conclusive. If a ballot be demanded as aforesaid, it shall be taken in such manner and at such times and places on the Club premises as the Chairperson directs, and the results of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

- b) On a show of hands every member present entitled to vote in person shall have one vote, and upon ballot every member participating in person shall have one vote.
- c) Notwithstanding the above provisions the Committee may in the notice of meeting, advise members entitled to vote that certain matters will be voted upon by ballot. In addition the Chairperson of the meeting may call for a ballot in any matter which seems to be contentious or where on show of hands the voting is likely to be close.
- d) The Chairperson of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- e) Voting by proxy is not authorised but in matters of great concern to members their opinion may be obtained by means of a referendum.



### **36. HONORARY OFFICE BEARERS**

An Ordinary General Meeting may elect, appoint or remove a patron or patrons, president, vice-president and such other honorary office bearers as the meeting may deem fit. Any such office bearers shall hold the office until the next Annual General Meeting.

#### **GENERAL**

### **37. PUBLICATION OF RULES, BYE-LAWS AND NOTICES TO MEMBERS**

- a) A copy of the Rules of the Club shall be available on an electronic platform for the members to read and download. The notice of election shall be sent electronically.
- b) The Bye-Laws regulating the use of the Club's separate properties at Auckland Park and Woodmead shall be posted on the notice boards provided for such purpose at each venue.
- c) The Bye-Laws regulating the separate sporting activities shall be posted in the change rooms, clubhouses or pavilions serving each sport.
- d) Copies of the Bye-Laws may be obtained from the Club offices.
- e) General Club notices to members shall be posted on the notice boards provided for that purpose on the Club premises, and notice so given shall be due notice to each member.
- f) Each member shall provide the Club in writing with an address to which notices, documents or other communications intended for him or her are to be sent. The Club is to be promptly advised in writing by each member should he or she change his or her address. Any letter, notice, statement, invoice, account or other written communication of whatsoever nature posted by the Club to a member at the latest postal address of such member reflected in the Club's

records shall be deemed to be received by the member seven days after the date of posting thereof. Notwithstanding the foregoing, any notice, document or other communication contemplated in this Rule actually received by a member to whom it is addressed, will be deemed to have been received, notwithstanding that such document was not posted in accordance with this Rule.

### **38. RESOLUTIONS AND BYE-LAWS BINDING ON MEMBERS**

Any resolution passed by the members at any General Meeting of the Club, as well as all Bye-Laws for the time being in force, shall be binding on every member.

### **39. ALTERATION OF RULES AND BYE-LAWS**

No alteration to these Rules shall be made except by a resolution of the members passed for that purpose at a General Meeting or at an Extraordinary General Meeting duly convened and held after the proposed alterations shall have been posted for at least 14 days on the Club notice boards. The Bye-Laws may be made or amended by the Committee.

### **40. INTERPRETATION OF RULES**

In the case of doubt as to the meaning or interpretation of these Rules, the Committee shall be the final arbiter and its decision shall be binding upon the members, and should any question arise which is not provided for by these Rules the Committee shall have power to determine the same.

### **41. BANKRUPTCY OF MEMBERS**

If a member shall be adjudicated as bankrupt or become insolvent under the Insolvency Laws, he or she shall cease to be a member unless the Committee, after considering the circumstances of the case, shall allow him or her to continue as a member.

#### **42. DISCLAIMER IN RESPECT OF DAMAGE TO OR LOSS OF PROPERTY, AND INJURY TO PERSONS**

- a) Members and their guests enter and use the Club property and facilities at their own risk. This includes all risks reasonably associated with the sports and sporting facilities available on the premises. This means that the Club, its employees or agents are not responsible for any harm, injury or loss caused to members or their guests or their property, even if caused by the negligence of the Club, its employees or agents. Members and their guests will not be able to claim for any harm, injury or loss to their person or property and the Members indemnify the Club accordingly in respect of such claims by their guests.
- b) Members must pay for the replacement or repair (as the Committee may reasonably determine) of any article, or property of the Club, which is broken or damaged by them or their guests.

#### **43. COMPLAINTS**

Members having cause for complaint should make such complaint immediately to the Manager or his deputy, or should enter the complaint in the "Suggestion Book". All written complaints shall be brought before the Committee by the Manager at the next Committee Meeting.

#### **44. GUESTS**

Members may introduce guests in their company to the Club premises. Ladies or gentlemen residing within the 100km radius as defined by Rule 9, shall not be introduced as guests more than twice a month. The responsibility of ascertaining whether a guest is eligible to be introduced as such to the Club and generally all responsibility relating to a guest while on the Club premises, shall rest in the member introducing him or her. Members introducing guests shall inscribe their names and full residential address in the Visitors' Book immediately on arrival, and shall sign the entry. No member shall introduce anyone to the Club premises who has been rejected

as a member, posted as a defaulter, who has resigned when called upon by the Committee to do so in pursuance of Rule 30, or who has been expelled. Nothing shall be supplied to guests except on the order and at the expense of a member. The admission of guests on special fete days or occasions shall be regulated by the Committee.

#### **45. CASHING OF CHEQUES**

There will be NO cashing of cheques.

#### **46. GAMBLING**

No games of dice or mere chance shall be played in the Club. All card accounts and debts of honour must be settled within 48 hours. The Committee shall be empowered to take notice of any debt of honour contracted in the Club and to take any measures contemplated in Rule 24 as it may consider justified.

#### **47. ADVERTISEMENTS**

No paper, notice or advertisement may be put up in the Club except through the Manager and no member may make use of the address of the Club in any advertisement or for any business matter whatever, except with the written consent of the Committee.

#### **48. POLITICAL MEETINGS**

No function of a fund-raising nature may be held in the Club unless the proceeds are for some registered charitable organisation and with the permission of the Committee. The Club premises shall not be used for any political function or meeting of any kind.

#### **49. TRUSTEE**

All the movable and immovable property of the Club shall be vested in a Trustee. The Chairperson of the Club during his years in office, or in his absence, the Vice-Chairperson or such other member of the Committee as may by resolution of the Committee, be acting in the capacity of Chairperson, shall be the Trustee of the Club.

## **50. LAWSUIT**

All actions or suits at law brought by or against the Club shall be in the name of the Trustee.

## **51. INDEMNIFICATION**

Members of the Committee, the Manager and other officers and office bearers for the time being of the Club shall be indemnified and secured harmless out of the assets of the Club from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by reason of any act done, concurred in or omitted, in or about the execution of their respective duty or supposed duty in their respective offices or trusts, except such if any, as they shall incur or sustain by or through their own wilful neglect or default and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any acts for the sake of conformity or for any treasurer, bankers or other persons with whom any moneys or effects belonging to the Club shall or may be lodged or deposited for safe custody of, for insufficiency or deficiency of any security upon which any moneys of or belonging to the Club shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto unless the same shall happen by or through their own wilful neglect, default or dishonesty.

## **52. SUB-COMMITTEES**

In terms of the authority given in Rule 28n), the Committee has delegated to the Sub-Committees concerned the duty to foster, regulate and control the various sporting and specialist sections and to run them in the best interests of the members involved but subject to the Rules of the Club and the overall authority of the Main Committee.

The Bye-Laws shall contain all rules necessary for the proper running of the sport or interest group and shall specify the composition, method of election and rules for retirement of

members of the Committee.

Unless otherwise specified in the Bye-Laws the rules and procedures laid down for the Main Committee shall apply.

Any 10 members of a sporting section or interest group who are dissatisfied with the actions of their Sub-Committee shall be entitled to request an enquiry by the Main Committee, whose decision, after the necessary enquiry or investigation, shall be binding on all concerned. Full details of the reasons for the dissatisfaction shall be given when requesting the enquiry.

