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METROPOLITAN GOLF CLUB CONSTITUTION

1. NAME

The name of the Club shall be the Metropolitan Golf Club (herein referred to as "the Club").

2. OBJECTS

The principal object of the Club shall be to carry on the activities of a golf club by providing recreational and social amenities and facilities for its members as are appropriate to a club for amateur golfers, as well as to promote and encourage the playing of golf and all things incidental thereto, in a spirit of sportsmanship, fair play and camaraderie.

3. COMPLIANCE WITH THE INCOME TAX ACT

In order to comply with the requirements of the Income Tax Act, No. 58 of 1962, the following provisions shall apply:

3.1 The Club is required at all times to have at least three persons, who are not connected persons in relation to each other, who accept the fiduciary responsibility of the Club, and no single person directly or indirectly shall control the decision-making powers of the Club.

3.2 The activities of the Club shall be carried on in a non-profit manner.

3.3 The Club is prohibited from directly or indirectly distributing any surplus funds to any person, other than in terms of clause 3.4.

3.4 The Club is required on dissolution to transfer its assets and funds to any other recreational club, a public benefit organisation, an institution, board or body, or the Government of the Republic in the national, provincial or local sphere, as contemplated in section 30A(2)(a)(iii) of the Act.

3.5 The Club may not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to the Club.

3.6 All members are entitled to annual membership.

3.7 Members are not allowed to sell their membership rights or any entitlement in terms thereof.

3.8 The Club is obliged to submit a copy of any amendment to this Constitution to the Commissioner for the South African Revenue Service upon the adoption thereof.

3.9 The Club may not knowingly be a party to or knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy.

4. RULES OF GOLF

The Rules of Golf, adopted from time to time by the Royal and Ancient Golf Club of St Andrews and the United States Golf Association and as accepted by the South African Golf Association, as supplemented by any local rules approved by the Management Board, shall be the rules of the game observed by the Club.

5. GOVERNANCE OF THE CLUB

5.1 The Club shall be governed by a Management Board constituted as provided herein.

5.2 The members of the Management Board shall be responsible for exercising the powers and duties referred to in clause 11, in the best interests of the Club and its members.

5.3 The three members of the Management Board elected pursuant to Rule 6.1.1 shall accept the fiduciary responsibility of the Club and shall not be connected persons in relation to each other. For the purpose of this rule, “connected persons” shall mean any relative in relation to any person, including the spouse of such person, or anybody related to him or his spouse within the third degree of consanguinity, or any spouse of anybody so related, and for the purpose of determining the relationship between any child and any other person, such child shall be deemed to be related to its adoptive parent within the first degree of consanguinity.

6. STRUCTURE OF THE MANAGEMENT BOARD

6.1 The Management Board shall consist of the following persons, namely:

6.1.1 Three elected board members, one of whom shall serve as the Chairperson;

6.1.2 The person elected Club Captain who shall serve on the Management Board ex officio.

6.1.3 The person elected Club Vice-Captain who shall serve on the Management Board ex officio.

6.1.4 The General Manager of the Club who shall serve on the Management Board ex officio.

6.2 The elected board members shall be respectively responsible for such portfolios, functions and duties as the Management Board may from time to time decide.

6.3 The Management Board members, other than the Club Captain, Vice-Captain and the General Manager, shall hold office for a period of two years, provided that at the end of such period the elected members may offer themselves for re-election for two further successive periods of two years.

6.4 One of the three elected members of the Management Board, referred to in clause 6.1, shall be elected annually as Chairperson of the Management Board by the full Management Board at its first meeting following the Annual General Meeting of the Club.

6.5 The Club Captain and the Vice-Captain shall hold office as such for one year but shall be entitled to stand for re-election in the succeeding year for a further period of one year.

6.6 The General Manager shall be a member of the Management Board for as long as he holds the office of General Manager.

7. ELECTION OF THE MANAGEMENT BOARD AND OTHER OFFICE BEARERS

7.1 The Management Board shall, not later than the 31st May in each year, determine the date and time of the next Annual General Meeting. This date may be no later than 31st August in each year.

7.2 The General Manager shall, not less than 28 days before the date fixed for the Annual General Meeting, post on the notice board at the Club premises, a notice stating the date and time of such meeting, the names of the Club Captain, Vice-Captain and Management Board Members, who will, if applicable, retire at such meeting and the names of those who, being eligible, offer themselves for re-election.

7.3 At the same time, the General Manager shall post a notice in writing calling for the nomination of any other person eligible for election or re-election as a Management Board member or as Club Captain or Vice-Captain, such nomination(s) to be delivered in writing to the General Manager not later than 21 clear days before the date fixed for the Annual General Meeting, stating clearly for what position the candidate is being nominated and to be signed by two members entitled to vote.

7.4 No person shall be eligible for election as an Office Bearer unless such person is a member entitled to vote in terms of Rule 17.1 and has been a member in good standing for at least two years.

7.5 The General Manager shall post all nominations with a brief résumé for each candidate, as well as the name/s of existing Office Bearers who offer themselves for re-election, on the notice board for a continuous period of 21 days immediately prior to the date of the Annual General Meeting.

7.6 The election of Office Bearers at the Annual General Meeting shall proceed, if necessary, by ballot in the following stages, each of which shall be completed before the next stage is commenced:

7.6.1 the election of an Honorary President, subject to the procedure provided for in clause 15.2.5.

7.6.2 the election of the three Management Board Members.

7.6.3 the election of the Club Captain followed by the election of the Vice-Captain.

7.6.4 only if the number of candidates in any case exceeds the number of vacancies, shall it be necessary to proceed to election; otherwise the candidates nominated in each case shall be deemed to be elected.

8. VACANCIES ON THE MANAGEMENT BOARD

8.1 The Management Board has the power to fill any vacancy in its number which may occur during its period in office.

8.2 For the purpose of this rule:

8.2.1 Any member who has been appointed in terms hereof shall at the date of the next Annual General Meeting be deemed to have served for a period of a year.

8.2.2 A period of service shall be deemed to be consecutive unless it is broken by a period of at least one year.

9. REMOVAL OF MEMBERS OF THE MANAGEMENT BOARD

9.1 A general meeting may, by Special Resolution, remove any member of the Management Board from office.

9.2 The Management Board shall itself have the power to remove from office any Board Member, including for the avoidance of doubt, any ex officio member of the Management Board including the Club Captain or the Vice-Captain who fails to attend three consecutive Board meetings, without obtaining leave of absence or without good cause.

10. MEETINGS OF THE MANAGEMENT BOARD

10.1 The Management Board shall hold regular meetings but shall meet at least quarterly in order to consider and decide upon matters which are within its duties and powers. The quorum necessary for a meeting shall be not less than 50% of the Management Board members.

10.2 The Chairperson shall preside at the meetings, and in the absence of the Chairperson, the Management Board members present shall appoint a Chairperson from their number.

10.3 Save as is otherwise required by these Rules, every resolution put to the Management Board shall be decided on a majority vote by show of hands. In the event of an equality of votes, the Chairperson shall have a second or casting vote.

10.4 All acts done by any meeting of the Management Board or by any person acting, as an Office Bearer or Management Board member shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Board member or person, or that they or any of them were disqualified, be as valid as if there had been no such defect or disqualification.

10.5 Minutes must be kept of all the meetings of the Management Board by the General Manager and after confirmation at subsequent meetings thereof, be kept and stored safely in an appropriate manner.

11. POWERS AND DUTIES OF THE MANAGEMENT BOARD

11.1 Subject to the terms of this Constitution and to such directions as may from time to time be given by the Club in a general meeting, the Management Board shall exercise the following powers on behalf of the Club and shall have the following duties and responsibilities in addition to those elsewhere mentioned:

11.1.1 In consultation with the members of the Club, to establish a clear mission, strategic direction and vision for the Club, and to set goals and put long-term plans in place to achieve these.

11.1.2 To ensure the financial sustainability and well-being of the Club.

11.1.3 To manage and control the Club and all its business and affairs in conjunction with the General Manager, who shall be responsible for the day-to-day management of the Club, as well as its financial administration.

11.1.4 Subject to Rule 31.4 to make, amend or repeal such byelaws as it considers necessary for the beneficial running of the Club.

11.1.5 To appoint sub-committees for specified purposes from amongst members and to alter or dissolve such sub-committees.

11.1.6 To appoint a General Manager and together with such General Manager, to appoint all other necessary employees of the Club and fix their remuneration, with the power to terminate the contract of any such person within the norms of fair labour practices.

11.1.7 To enter into agreements with service providers through acceptable tender practices where appropriate.

11.1.8 In exercising the powers under clauses 11.1.3, 11.1.6 and 11.1.7 the Management Board shall avoid any conflict of interest, which shall include but not be limited to:

11.1.8.1 the appointment as an employee or service provider, of a parent, child, sibling or spouse/partner of any member of the Management Board or of any Committee, or of the General Manager.

11.1.8.2 the appointment of any employee or service provider in whose business any member of the Board or of any Committee, or the General Manager, has a financial interest, whether directly or indirectly.

11.1.9 Subject to Rule 24.1, to acquire or dispose of or mortgage or encumber Club property or rights of any description and to appoint two Trustees authorized to sign agreements, powers of attorney and other documents necessary to give effect to any such acquisition, disposal, mortgage or encumbrance.

11.1.10 Subject to Rule 24.1, to incur obligations, liabilities, and duties in the name of the Club, and in particular to borrow money.

11.1.11 To invest the funds of the Club at its discretion.

11.1.12 To ensure that proper financial accounts and records of the Club's affairs are kept, that the accounts are regularly reviewed and that a financial statement and income and expenditure account as at the close of each financial year is placed before the Annual General Meeting for approval.

11.1.13 To enter into affiliation and reciprocal agreements with other golf clubs.

11.1.14 Increases to playing fees can only be made by Special Resolution at a general meeting, provided that the Management Board shall have the power to increase them by up to 15% in any one year without reference to a General Meeting of the Club, and provided further that the Management Board shall have the power to reduce or waive subscriptions for any category of new members where it is satisfied that this is justified in the best interests of the Club.

11.1.15 Subject to clause 11.1.14, the Management Board may from time to time vary the amount of subscriptions and playing fees payable by a particular category of members and may offer subscription and playing packages to any category of members as defined in Rule 19, where the Management Board considers this appropriate or justifiable in order to attract new members, or enhance the financial situation of the Club.

11.1.16 In its discretion to waive, reduce or postpone payment of any fee or subscription owing to the Club and to grant the courtesy of the course to such visitors as it deems worthy and supportive of the strategic direction of the Club.

11.1.17 To prescribe the formalities required for the election of any candidate for membership and to ratify the selection of members by the Golf Committee.

11.1.18 To co-opt an additional member to the Management Board from time to time as and when specific situations require such appointment.

11.1.19 If the elected Vice-Captain resigns or is at any time unable to carry out the duties of Vice-Captain, the Management Board may appoint another member of the Club to serve as Vice-Captain for the remainder of the Vice-Captain's term of office.

11.2 No liability shall attach to Management Board members in respect of any bona fide act or omission, or any negligent (but not reckless) act, committed by them in their capacity as Management Board member and the Club shall be bound to indemnify them against any such liability. The Club shall be required to arrange for suitable indemnity insurance.

12. POWERS AND DUTIES OF THE CLUB CAPTAIN, VICE-CAPTAIN AND LADY CAPTAIN

The Club Captain must be a Full Playing Member. In the case where the Club Captain elected is a female, a Men's Captain will be elected who will fulfil the duties for the Male Playing Members as contemplated in Rule 12.2 for the Lady Members, which will apply mutatis mutandis.

12.1 The functions of the Club Captain shall be:

12.1.1 To be a member of the Management Board with a vote.

12.1.2 To be the representative of the Club in all matters pertaining to golfing and social activities, including communication with Members, public relations, and to preside at prize-giving's.

12.1.3 Upon taking office to appoint and act as Chairperson of a Golf Committee which shall include the Lady Captain or Men's Captain, the Vice-Captain and two other members who may or may not be Office Bearers.

12.1.4 It shall ensure that minutes of all meetings are properly kept and are, after confirmation, signed by the Chairperson.

12.1.4 Upon election appoint a Handicap Committee.

12.1.5 It shall regulate competitions and the use of Club facilities and may differentiate between different categories of members in this regard.

12.2 The function of the Lady Captain shall be:

12.2.1 To be the representative of the Club in all matters pertaining to golfing and social activities in respect of the Ladies who are Members, including communication with Members, public relations, and to preside at prize-giving's.

12.2.2 To serve as a member of the Golf Committee.

12.2.3 To protect and advance the interests and welfare of the Ladies who are Members.

12.3 The function of the Vice-Captain shall be:

12.3.1 To assist the Captain in performing his/her assigned functions and duties.

12.3.2 To act as Captain and perform the functions of the Captain in the Captain's absence.

12.3.3 To serve as a member of the Golf Committee.

12.3.4 To attend meetings of the Management Board as a voting member, thereby keeping abreast of the management and administration of the Club.

12.3.5 To gain experience and knowledge of the Club's affairs that will equip the Vice-Captain to take over the captaincy of the Club effectively in due course, if elected as Captain.

13. COURSE CONVENER

13.1 The Management Board shall appoint a Course Convener aligned with the vision and strategic direction of the Club and the golf course.

13.2 Subject to the general rules of golf, the Course Convener may recommend local rules to the Management Board.

13.3 The Course Convener shall not be empowered to make any material changes to the layout or design of the golf course which shall include but not be limited to the construction of a new tee, green, bunker or alter the course in other respects without such change or alteration being approved by the Management Board.

13.4 The Course Convener shall together with the Greenkeeper and or Course Maintenance Service Provider hold regular meetings in order to consider and decide upon matters which are within its duties and powers. Minutes must be kept of all the meetings.

13.5 The Course Convener shall submit a written report to the Management Board prior to its meetings on its activities unless invited to attend such meeting in which event the report may be given orally.

13.6 The Course Convener may co-opt any member to aid in the duties of the Course Convener but shall advise the Management Board of any such decision, and which should be approved by the Management Board.

14. GENERAL MANAGER

14.1 The General Manager shall be responsible for the day-to-day management and administration of the Club and its service providers and shall undertake such further tasks as may be assigned by the Management Board. Such General Manager shall be a paid employee of the Club.

14.2 The General Manager shall be appointed by and shall report to the Management Board and shall take instructions from the Management Board, where appropriate, in matters of substance affecting the Club, its staff and/or its finances.

14.3 The General Manager shall attend all meetings of the Management Board as a member of the Board but shall be a non-voting member. The General Manager shall also be responsible for the taking of minutes of meetings and ensuring that these are recorded in a permanent minute book or a file kept for this purpose, once the minutes have been approved by the Management Board at its next meeting.

15. GENERAL MEETINGS OF MEMBERS

15.1 General meetings of members shall ordinarily be held at the Club House.

15.2 A general meeting of members (hereinafter called the Annual General Meeting) chaired by the Chairperson, shall be convened by the Management Board and held not later than the 31st August in each year for the purpose of transacting the following business:

15.2.1 To confirm the minutes of the previous Annual General Meeting and any Special General Meetings held subsequent thereto.

15.2.2 To receive and, if approved, adopt the Chairperson's Report and reviewed/audited financial statements for the preceding financial year which shall end on 31 May of each year.

15.2.3 To present strategies, goals and objectives for the ensuing year and for the medium term future. Such strategy and goals shall be accompanied by a financial plan indicating that the Club will remain financially viable in achieving such objectives.

15.2.4 To consider any notice of motion of which due notice has been lodged with the General Manager.

15.2.5 To elect, on the recommendation of the Management Board, a President.

15.2.6 To elect the Club Captain, Vice-Captain and Board Members for the ensuing year.

15.2.7 To appoint Reviewers and/or Auditors.

15.2.8 To transact any other competent business.

15.3 The Management Board may at any time upon receipt of a requisition convene a Special General Meeting. A requisition shall not be deemed valid unless it be signed by not less than fifteen members who are entitled to vote in terms of Rule 17.1 and unless it precisely states the business to be considered.

15.4 A general meeting shall be convened by the Management Board by giving notice on the notice board stating the hour, date and place thereof and the business to be transacted thereat:

15.4.1 in the case of an Annual General Meeting, not less than 28 days before the meeting.

15.4.2 in the case of any other general meeting not less than 14 days before such meeting.

15.4.3 and, in either case, sent to members in terms of Rule 29.

15.5 A copy of every notice convening a general meeting and of every resolution or notice of motion to be considered thereat shall be kept posted on the notice board for a period of at least 7 days prior to such meeting.

15.6 Notice of any motion for consideration at an Annual General Meeting shall be given to the General Manager, in writing, at least 21 days before the date fixed for the meeting. Such notice shall identify the terms of the motion and be signed by the proposer and seconder of the motion. If the motion is one requiring a Special Resolution, the General Manager shall give notice thereof in accordance with Rule 29.1 not less than 28 days before the date fixed for the meeting.

16. PROCEDURE AT GENERAL MEETING

16.1 The quorum necessary for the transaction of business at a general meeting or any adjournment thereof shall be 25 members who are entitled to vote in terms of Rule 17.1.

16.2 If a quorum be not present within 30 minutes after the time appointed for a general meeting other than a Special General Meeting convened on a requisition, the meeting shall be adjourned to the same time and day of the following week and may thereafter proceed with the business for which it was convened notwithstanding the lack of a quorum.

16.3 If a quorum be not present within 30 minutes after the time appointed for a Special General Meeting convened on a requisition, the meeting shall be dissolved, and no business shall be transacted thereat.

16.4 The Chairperson shall preside at all general meetings, or in the absence of the Chairperson, the Management Board members present shall appoint a Chairperson from their number. In the absence of a Chairperson being appointed, the members present and entitled to vote shall select a Chairperson from their number.

16.5 No business shall be transacted at a general meeting other than business stated in the notice convening such meeting.

16.6 Every resolution put to a general meeting shall be decided on a ballot, unless on a show of hands the members present are unanimous, or there is no one opposed to the resolution. A declaration by the Chairperson that a resolution has on a show of hands been carried unanimously or without opposition and an entry to that effect in the minutes shall be conclusive evidence of those facts.

16.7 When a ballot is necessary it shall be taken in such manner as the Chairperson directs and the result thereof shall be deemed to be the resolution of the meeting.

17. VOTING POWERS OF MEMBERS

17.1 At a general meeting of members, only honorary life members, full playing members, five-day members, and associate members, who are present in person, shall be entitled to vote, subject to the provisions of Rule 17.2 and 17.3.

17.2 The votes of honorary life members and full playing members shall count as three votes each and those of all the other categories of members mentioned in Rule 17.1 shall count as one vote each.

17.3 In the case of an equality of votes on a ballot, the Chairperson of the meeting at which the ballot is required, shall be entitled to a further or casting vote.

17.4 A resolution, other than a Special Resolution, shall be decided by simple majority of the total votes cast by members entitled to vote who are present at the meeting. To be adopted, a Special Resolution shall require the support of at least two-thirds of the total votes cast by members entitled to vote and present at the meeting.

17.5 No amendments of the Constitution of the Club shall be made, and no resolution of a general meeting shall within six months be rescinded, save by a Special resolution which shall be proposed and passed as such.

18. MEMBERSHIP

18.1 Membership of the Club shall consist of the following categories:

18.1.1 Honorary Life

18.1.2 Honorary

18.1.3 Full playing

18.1.4 Five day

18.1.5 Associate

18.1.6 Junior

18.1.7 Country

18.1.8 Social

18.2 A member shall have the right and privilege to enter and upon the Club premises and course and to use and enjoy the same, subject to the traditions, customs and practices of the Club and to such rules, byelaws, conditions and restrictions as the Management Board may from time to time impose either generally or with reference to particular categories or classes of members or particular occasions or circumstances.

18.3 All categories of membership shall confer annual membership.

19. CATEGORIES OF MEMBERSHIP AND PRIVILEGES APPLICABLE THERETO

19.1 Honorary Life Members

A Committee comprising of the Chairperson, and at least three former Club Captains or Chairpersons may recommend that a member who has provided some special service or conferred an extraordinary benefit upon the Club may be elected as a Life Member at the Annual General Meeting: provided that not more than one Life Member shall be elected in any one year and provided further that the special recommendation has been approved by members at the Annual General Meeting. Such Life Member shall thereafter be entitled to all the privileges of membership without paying any yearly subscriptions, but shall pay the relevant green/playing fee paid by Full Playing Members.

19.2 Honorary Members

The Management Board may, subject to compliance with such formalities as it prescribes, admit any such person as an Honorary member on an annual basis

19.2.1 Such eligibility is in terms of this Constitution by reason of such person holding some public office or being a bona fide candidate for membership, or having provided some special service or benefit to the Club

19.2.2 Honorary members shall be entitled to such privileges of membership as may from time to time be determined by the Management Board, but unless decided otherwise by the Management Board on any occasion, such person shall pay the relevant green/playing fee paid by Full Playing Members

19.3 Full Playing Member

A full playing member shall be one admitted to membership as such. Such member shall be entitled to use all the facilities and amenities of the Club, and to play golf on the course on any day of the week, provided if there is a playing time available in the field. If there is no such opening, a full playing member shall enjoy playing preference on a first-come-first-served basis in the event of a cancellation.

19.4 Five-day Member

A five-day member is a member who has been admitted as such or has transferred to this category with the approval of the Management Board. A five-day member shall be entitled to use the Club House and grounds and the amenities at all times but shall not be entitled to play golf on the course on Thursdays or Saturdays, unless there are not sufficient full playing members to fill the field on those days. Five-day members may at any time apply to the Management Board in writing to be admitted as full playing members on payment of the subscription applicable to that category of membership.

19.5 Associate Member

An associate member is a person over the age of 21, but under the age of 36, who is admitted to this category of membership in the discretion of the Management Board, and who will enjoy the playing privileges of five-day members.

19.6 Junior Member

A junior is a person who is not under the age of 18 or more than the age of 21 with full playing rights. The Management Board shall in its discretion be entitled to extend junior membership to members under the age of 25 who are bona fide full-time students.

19.7 Country Member

A country member is one whose primary residence is not less than 100 kilometres of the Club for at least ten months of the year. Such members will be required to be proposed and seconded in terms of Rule 20.1 hereunder. Country members shall be entitled to the use of the Club House and grounds and their amenities at all times and to play on the course at such times and on such conditions as are prescribed by the Management Board.

19.8 Social Member

A social member shall be entitled to make use of the amenities of the Club but shall not be entitled to any golfing facilities, except on payment of visitors' green fees. In the event of a social member wishing to transfer to playing member (either full or five-day) such application shall be considered by the Management Board and, if elected, the member, unless previously a playing member, will be required to pay an additional entrance fee equal to the difference between the entrance fee of the category to which such member has been elected and that paid by social members.

19.9 General

The Management Board may limit or restrict the number of all members in any particular category and may from time to time suspend the election of new members wholly or in any particular category or the transfer of members from one category to another. The Management Board may place the names of all or any candidates for election or transfer on a waiting list for future consideration and may determine the order in which they be considered.

20. CANDIDATURE AND ELECTION

20.1 An application for membership shall be in writing on the form prescribed by the Management Board under Rule 11.1.16 and shall be lodged with the General Manager. Every candidate for membership in any class, other than that of Honorary or Junior membership, must be proposed and seconded by two members, one of whom must be a Life Member or Full Member, but a five-day member may either propose or second a candidate for membership.

20.2 No person who is not a Life member or a full playing member or a five-day member or a Lady member of at least two years standing, may propose or second a candidate.

20.3 No member shall propose or second a candidate unless such candidate is personally known to the member and no member shall, save under exceptional circumstances, propose or second more than four candidates in any one financial year.

20.4 A candidate for membership as a Full, five-day or country member shall, prior to the posting of the proposal on the notice board, be interviewed by least three members of the Management Board.

20.5 The Management Board shall have the power to prescribe such further requirements as to candidature as it may from time to time deem necessary or desirable.

20.6 The Management Board may, in its discretion, request the withdrawal of or reject any proposal for membership if it considers that for any reason the name of the candidate should not proceed to election, in which event the proposal shall become null and void.

20.7 If the Management Board does not request the withdrawal of, or reject a proposal in terms of Rule 20.6, notice of such proposal shall (from a date to be decided by the Golf Committee) be kept posted on the notice board for a continuous period of at least fourteen days, unless the Golf Committee decides that it be removed therefrom, in which event the proposal shall become null and void.

20.8 The General Manager shall notify a candidate of the date on which the proposal is to be posted on the notice board, and while it is so posted the candidate shall have the status of a Temporary member and shall be entitled to make use of the Club and its golfing facilities.

20.9 A member who is aware of circumstances which make election of a candidate undesirable or who wishes to object to such election, may communicate personally or by letter with the General Manager or with a member of the Management Board. Any such communication shall be treated as confidential and be regarded as privileged.

20.10 After the name of a candidate has been posted on the Club notice board for a period of at least fourteen days, the Management Board shall proceed to the election. The election shall be by show of hands and every member of the Management Board present shall record their vote. The candidate shall be deemed elected if the majority of the votes are cast in favour.

20.11 If a candidate for membership is elected, the General Manager shall forthwith notify such candidate in writing and advise of the appropriate entrance fee and subscription. Should the entrance fee and subscription fee be not paid within one month from the date of such notification, the election of the candidate shall become void unless the delay be justified to the satisfaction of the Management Board.

20.12 If a candidate for membership fails to secure election, or whose name is withdrawn at the request of the Management Board, or if such proposal be rejected under Rule 20.76, such candidate shall not, save with the leave of the Management Board, again be proposed for membership until at least twelve months have elapsed. Such candidate shall not during such period be admitted to the Club premises or course.

20.13 The Management Board may, at the request of a member, transfer such member to another category of membership. The Management Board in authorizing such a transfer, may in its discretion, adjust the subscription payable by such member. The General Manager shall notify the member in writing of the Management Board's decision and of the amount, if any, to be paid by such member on transfer. Should such amount not be paid before the transfer is due to take effect, the Management Board shall have the power to revoke the transfer.

21. SUSPENSION OR TERMINATION OF MEMBERSHIP

21.1 If the conduct of any member, either inside or outside the Club premises, be in the opinion of the Management Board, prejudicial to the welfare of the Club, the Management Board, after enquiry, shall have the right to suspend or expel such member, provided that no member shall be suspended or be expelled unless such member is given the opportunity of a hearing by the Management Board. For the purposes of this rule, the Management Board shall be deemed to include a Disciplinary Committee appointed by the Management Board.

21.2 No person who has been expelled from the Club shall thereafter be permitted to enter the Club house or to play on the course. A member who is suspended shall not make use of the amenities of the Club during the period of suspension.

21.3 Any member whose subscription has not been paid within one month after it becomes due shall not be entitled to continue as a member whilst such subscription remains unpaid. The Management Committee shall however be entitled in its discretion to impose such conditions as it may determine before reinstating any member whose subscriptions were not paid within one month of due date.

21.4 A member may only resign by giving written notice to the General Manager. Resignation shall not, however, affect the liability of any such person for any subscription which has already fallen due for payment or for any other money owing to the Club.

22. LADIES' SECTION

22.1 The Ladies Section shall comprise all ladies who are members of the Club, but not those who are Social members. Such Section shall be formed to attend to matters specifically related to female members in order to organise and facilitate all activities related to their section.

22.2 Office bearers and a Committee consisting of ladies who are members of the Club shall be elected annually at an Annual General Meeting of the Ladies' Section and shall consist of a Captain, Vice-Captain, Honorary Secretary and Honorary Treasurer, who shall be deemed to be Office Bearers, and three Committee members.

22.3 They shall draw up byelaws for the control and internal management of this Section. Such byelaws and any amendments thereto must be approved by the Management Board before becoming operative, failing which the provisions of the Constitution will apply.

23. ENTRANCE FEES AND SUBSCRIPTIONS

23.1 Increases to entrance fees, subscriptions and green fees can only be made by special Resolution at a general meeting provided that the Management Board shall have the power to increase them by up to 15% in any one year without reference to a General Meeting.

23.2 Annual subscriptions shall be due in advance and payable by no later than 30 June of each year, but the benefits relating to the annual subscriptions will accrue on a monthly basis only and may not be carried forward.

23.3 A member whose application for membership has been accepted after the beginning of a financial year shall in respect of that year be liable for a pro rata portion of the annual subscription in respect of the remaining months of that financial year inclusive of the month in which membership commenced.

23.4 The names of members whose subscriptions are not paid within one month of the commencement of the Club's financial year shall be posted as defaulters on the Notice Board in the Club House.

23.5 The membership of any member failing to pay the annual subscription within one month of the commencement of the Club's financial year shall be deemed to have terminated automatically, unless alternative arrangements for payment have been approved in advance by the Management Board. The Management Board, however, shall have the power to reinstate such member on receiving a satisfactory explanation and compliance with such conditions as the Management Board may in its discretion impose.

23.6 Members, who have been playing members of the Club for over 30 years and have attained the age of 65 years, shall only be required to pay 50% of the annual subscription.

23.7 Members who have been playing members of the Club for over 50 years shall only be required to pay 25% of the annual subscriptions.

23.8 Members shall only be entitled to avail themselves of a pre-paid green fee facility offered by the Club after payment of their annual subscription, as well as the pre-paid amount itself.

23.9 Unless the Management Board otherwise determines, any person who ceases to be a member of the Club for any reason shall not be entitled to any remission or refund of the entrance fee which may have been paid by that member, save that a pro rata portion of the subscription paid will be refunded for the unexpired portion of the year to which that subscription relates.

24. CLUB PROPERTY AND LEGAL PROCEEDINGS

24.1 Any purchase or sale of immovable property or rights in respect thereof and mortgage or encumbrance of any movable or immovable property which has the effect of increasing the amount owing under or secured by any existing mortgage bond or other security and/ or the incurring of debt in excess of the sum of R250, 000, shall be authorized by a Special Resolution passed at a General Meeting in terms of Rule 15.

24.2 In all legal or other proceedings, the Club shall sue or be sued in the name of Trustees who shall, unless appointed at the annual General Meeting, be nominated by the Board.

25. GUESTS

25.1 Subject to any applicable provision of the Liquor Act and to Rules 20.11 and 21.2 and such byelaws as the Management Board may from time to time impose, any member, other than a prentice member, may introduce a guest to the Club.

25.2 Full facilities will be made available to all guests.

25.3 A member who introduces a guest shall personally accompany such guest and shall be responsible to the Club for the conduct of such guest whilst on the Club premises.

25.4 Except with the permission of the Golf Committee, no person may be introduced into the Club as a playing guest more than once in any calendar month, provided that entry into the Club's premises by members of teams engaged in games against the Club, as guests of the Club, shall not be regarded as falling within the scope of this rule.

25.5 No member shall introduce a guest to the Club premises who has been rejected as a member, or posted as a defaulter, or whose election has been cancelled.

26. LIQUOR

No member shall bring any liquor on to the Club premises or remove any liquor there from. Under no circumstances shall any liquor be supplied or delivered to any person for consumption off the Club licensed premises, whether such supply or delivery be by way of sale, loan, gift or otherwise. The afore going shall however not preclude the Club from awarding a prize of liquor to any member or visitor.

27. GAMBLING

No gambling shall be permitted on the Club premises.

28. LIABILITY

28.1 A person by becoming a member of the Club incurs no liability other than for the entrance fee and subscription as well as any accounts owed by such member to the Club.

28.2 No member or guest shall have any right to claim compensation from the Club for any injury to their person or damage to or loss of property sustained on the Club premises from any cause whatsoever.

29. NOTICES

29.1 Any notice to a member shall be deemed to be properly given if it is transmitted electronically to an email address nominated by such member, or failing such nomination be enclosed in a postage paid envelope which is addressed to the member's registered address. The notice shall be deemed to be given at the time of emailing or posting, as the case may be.

29.2 A register shall be maintained recording the name, address, email address, contact telephone number and category of each member. The obligation shall rest on each member to keep the Club informed of any change of address for the purpose of the said register.

30. CONSTITUTION

A copy of the constitution shall at all times be available for inspection at the office of the General Manager.

31. CHANGES TO CONSTITUTION AND BYE-LAWS

31.1 The Constitution may be amended from time to time by the members in General Meeting, provided:

31.1.1 at least twenty-eight days' notice of any amendment or addition has been given in writing to members either by email or post and

31.1.2 such amendment or addition is passed by at least two-thirds of the members present and entitled to vote at the General Meeting.

31.2 If any doubt or dispute should arise as to the proper construction or interpretation of any of the Rules in the Constitution or the Byelaws of the Club, the matter in question shall be referred to the Management Board, whose decision shall be final unless reversed by Special Resolution at a general meeting held in terms of Rules 15.2 and 15.3.

31.3 Every member shall be bound by the Byelaws of the Club which shall be brought to the attention of members and be available for inspection at the office of the General Manager.

31.4 The Management Board shall have the power to make, alter and rescind Byelaws as they may consider necessary for the well-being of the Club. Byelaws proposed may not conflict with any rules of the Club or the Rules of Golf.

31.5 A copy of all amendments to its Constitution must be submitted to the Commissioner of the South African Revenue Service as soon as it is affected.

32. DISSOLUTION OF THE CLUB

32.1 The Club may not be dissolved, wound up or placed in liquidation except at a Special General Meeting called for the purpose and except by a resolution of at least two-thirds of the members present at such meeting and entitled to vote in terms of Rule 17.1.

32.2 If at a Special General Meeting it is resolved that the Club be dissolved, wound up or placed in liquidation, a liquidator shall be appointed at the meeting and instructions given as regards the disposal of property of whatsoever nature remaining after the payment of debts and liabilities of the Club.

32.3 If, upon dissolution of the Club, there remain any assets whatsoever after the satisfaction of all its debts and liabilities, such assets shall not be paid to or distributed among its members, but shall be given to such other sporting body or bodies, as approved by the Commissioner under Section 30A of the Income Tax Act, No. 58 of 1962, and preferably having similar objects, as may be decided either by the members at the General or Special Meeting (at which it was decided to dissolve the Club) or in default of such decision, as may be decided by the Western Province Golf Union.

33. DEFINITIONS

33.1 In these Rules, unless inconsistent with the context, terms referring to the singular shall include the plural.

33.2 “Financial year” means the period from 1st June to 31st May of any year, both dates inclusive.

33.3 “Notice Board” means the notice board kept at the Club House for display of Club notices.

33.4 “Address” shall include an email address number supplied to the Club by the member.

34. REPEAL OF PREVIOUS CONSTITUTIONAL PROVISIONS

All previously existing constitutional provisions are hereby repealed.

METROPOLITAN GOLF CLUB CONSTITUTION: September 2021