SOUTHERN CAPE
GOLF UNION

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CONSTITUTION

(As adopted 23/11/2015)

PREAMBLE

In this constitution, unless the context otherwise indicates, the singular shall include the plural and *vice versa* and the masculine gender shall include the feminine gender and *vice versa*. Words importing persons shall include partnerships and legal persons.

1. NAME AND AREA

The name of the Union shall be the Southern Cape Golf Union and the area under the jurisdiction and control of the Union shall comprise the geographical area of the Eden District Municipality and the Central Karoo District Municipality. The Union shall be affiliated to the South African Golf Association and Womens Golf South Africa.

2. DEFINITIONS

2.1. "Executive" shall mean the Executive Committee of the Union as hereinafter referred to.

2.2. "Executive Members" shall mean the members of the Executive Committee.

2.3. "Affiliated Club" shall mean any golf club affiliated to the Union.

2.4. "Player" shall mean any golf player who is a member of an Affiliated Club.

2.5. "Union" shall mean the Southern Cape Golf Union which will include the Southern Cape Open Amateur division, the Southern Cape Women's Golf division, the Southern Cape Senior Amateur Golf division and the Southern Cape Junior Golf division, each to be administered by its own committee

under the auspices of the Union.

2.6. "SAGA" shall mean the South African Golf Association.

2.7. "WGSA" shall mean Women's Golf South Africa.

2.8. "GOLF RSA" shall include SAGA, WGSA and the South African Disabled Golf Association.

3. INTERPRETATION

3.1. In the event of doubt as to the meaning or interpretation of any clause of this constitution, the interpretation and/or ruling of the Executive shall be binding upon members until such time as the Union may otherwise determine at a General Meeting. Any decision made by the Union at a General Meeting under the provisions of this paragraph shall not affect the validity of any act done or omitted in terms of prior valid ruling given by the Executive.

3.2. The headings of the paragraphs in this constitution are for reference purposes only and shall not affect the interpretation of any of the provisions to which such headings relate.

4. JURISDICTION AND STATUS

4.1. The Union shall have jurisdiction over golf clubs within the area as may be determined by SAGA and WGSA and shall have authority in pursuance of its objects over the golf clubs within the area referred to above.

4.2. The Union is a distinct and separate legal entity with the power to acquire, to hold and to alienate property and with the capacity to acquire rights and obligations and having perpetual succession.

4.3. The Union is a juristic person and can act and be acted against in its own name.

4.4. The property and funds of the Union vest in the Union as a juristic person and no member of the Union or the Executive shall be liable for the debts or obligations of the Union.

5. OBJECTS

The objects of the Union shall be:

5.1. To promote, advance and protect the interests of the game of golf within the area under its control, and to do all such acts, matters and things as may be deemed advisable in the interests of the game of golf or of the Union.

5.2. To formulate, control and regulate golf competitions held from time to time under the auspices of the Union, and such other events as may from time to time be determined.

5.3. To consider and give decisions and rulings on all questions and disputes in regard to golf which may arise or be submitted to the Union from time to time.

5.4. To give advice to all Affiliated Clubs and to provide a medium whereby disputes and differences between the Affiliated Clubs may be settled.

5.5. To maintain the uniform observance of the rules and traditions of the game of golf by its Affiliated Clubs and the players constituting such Affiliated Clubs.

5.6. To promote and actively support the development of junior golfers from all walks of life.

5.7. Generally to further, promote and safeguard the interest of the Union and its Affiliated Clubs, and to take such steps as are deemed necessary or expedient for this purpose.

6. MEMBERSHIP

6.1. Any recognised and properly constituted golf club or golf section of any other club within the area of jurisdiction of the Union, having its own golf course or a permanent right to the use of a public, municipal or other golf course shall be eligible for membership of the Union.

6.2. Application for membership shall be submitted to the Executive, which shall have the power and right to accept or reject such application in its sole discretion. All such applications shall be accompanied by a copy of the relevant club's constitution and rules, a list of the executive officers of the club and a statement showing the number of members of such club.

6.3. An Affiliated Club shall cease to be a member of the Union if:

6.3.1. it resigns from the Union in writing;

6.3.2. payment of its affiliation fee has not been effected within 60 (sixty) days from the date upon which such club is invoiced by the Union, unless in special circumstances (in the opinion of the Executive) the Executive has agreed to accept payment by some alternative specified date;

6.3.3. in the opinion of the Executive an Affiliated Club shall have conducted its affairs in an irregular or improper manner or has wilfully committed a breach of the provisions of this constitution or has wilfully contravened any of the rules of golf in the conduct of its affairs, in which circumstances the Executive may, after giving written notice to such club, and having given the club an adequate opportunity upon reasonable notice of presenting its case, suspend such Affiliated Club for such period as the Executive may deem fit or, in appropriate circumstances, terminate the membership of the Union of such Affiliated Club.

6.3.4. The Executive may, upon receipt of an application in writing from an Affiliated Club whose membership of the Union has been terminated in terms of this constitution, consider such application and, if deemed fit, reinstate such Affiliated Club upon such terms and conditions as the Executive may decide.

6.4. Membership of the Union shall not give to any Affiliated Club, member of an Affiliated Club or member of the Executive any individual right, title, interest, claim or demand in or to any of the funds, property or assets of the Union.

7. HONORARY LIFE MEMBERS

7.1. Any former President, Vice President or any other former member of the Executive or any other person duly nominated by the Executive may be elected by the Union in general meeting as an honorary life member in which event such person shall hold office for life, subject to the provisions of clause 7.2 hereunder.

7.2. A person's honorary life membership may be terminated by the Union in general meeting in circumstances where such person has wilfully or negligently committed a breach of the provisions of this constitution or otherwise harmed or acted to the detriment of the Union. The honorary life membership of any person who is also a member of an Affiliated Club shall automatically be terminated should such person be suspended or expelled from the Affiliated Club of which he is a member.

8. AFFILIATION FEES

8.1. Each Affiliated Club shall be responsible for the payment of affiliation fees to the Union.

8.2. Each year, on 15 January, each Affiliated Club shall provide the Union with a list of players handicapped at such club at that date, together with the date of birth and category of membership of each such player.

8.3. The affiliation fee to be paid by an Affiliated Club in a particular year shall be an amount per capita in respect of players handicapped by a club as on the 15th day of January each year, provided that it shall be competent for the Union to set different affiliation fees in respect of different ages or categories of membership of players and provided further that every such affiliation fee shall include fees due by the Union to SAGA and WGSA in respect of each player.

9. EXECUTIVE COMMITTEE

9.1. The affairs of the Union shall be managed by an Executive Committee consisting of:

9.1.1. President and a Vice-President plus four additional members from four different clubs who shall be elected at the Annual General meeting of the Union as hereinafter provided; and

9.1.2. one representative each from the Southern Cape Women's Golf division, Southern Cape Senior Amateur Golf division and the Southern Cape Junior Golf division to be nominated by said divisions.

9.1.3. Any affiliated member of the Southern Cape Golf Union who serves on the SAGA Executive (other than the Union's regularly appointed delegate/s to the SAGA) will automatically serve on the Southern Cape Golf Union Executive and need not be elected as set out in paragraph 9.2 hereunder.

9.2. Election of the Executive:

9.2.1. Executive Members shall be elected at the Annual General meeting.

9.2.2. Notice calling for the written nominations for election as Executive Members shall be given together with the notice of the Annual General meeting as referred to in paragraph 15.1 hereunder.

9.2.3. Written acceptance of nomination by any person nominated for election to the Executive must be received by the office of the Union not later than 48 (forty eight) hours prior to the Annual General meeting.

9.2.4. In the event of more than one person being nominated for any of the positions referred to in paragraph 9.1.1 above, the matter shall be put to the vote as provided for in paragraph 16.1 hereunder.

9.2.5. All office bearers elected or nominated as set out in this paragraph 9 shall hold office for one year until the conclusion of the next Annual General meeting and may be re-elected or nominated, as the case may be.

9.2.6. The member of the Executive as referred to in paragraph 9.1.3 above shall hold office for as long as such member serves on the SAGA Executive and need not be re-elected or nominated as set out in paragraph 9.2.5 above. Such member will cease to be a member of the Southern Cape Golf Union Executive from the date upon which he/she ceases to serve on the SAGA Executive.

9.3. The President, Vice-President or any other member of the Executive who shall absent himself from two consecutive meetings of the Executive Committee without leave of absence having been granted shall, at the discretion of the remaining members of the Executive Committee, be deemed to have forfeited his seat and the vacancy so caused may be filled by the Executive Committee. Any person so appointed shall act and have the same authority as if he had been elected at any Annual General meeting.

10. POWERS OF EXECUTIVE COMMITTEE

Subject to the special provisions herein set out and subject to any special instructions which may be given to it by a general meeting of the Union, the Executive shall have full power to carry on the affairs of the Union in such manner as it may, in its discretion, decide in pursuance of the objects of the Union as set forth in paragraph 5 of this constitution. In addition to such general powers, the Union will have the following specific powers, namely:

10.1. to borrow or raise money, create and hold and invest funds and acquire securities and property of any kind whatsoever, to sell, cede, mortgage, transfer, exchange, or otherwise alienate or dispose of the whole or any part thereof and to utilise and expend monies in terms of its powers and in pursuance of its objects;

10.2. to consider and decide upon all questions and disputes submitted to the Union and arising out of matches between teams of Affiliated Clubs competing in the Union's competitions. The Executive Committee shall also constitute a Committee of Appeal to obtain interpretations when required, upon the rules of golf, and to decide any question arising in any game of golf, and the decision of the Committee thereon shall be accepted as final and binding by all Affiliated Clubs;

10.3. to determine and vary the rating of the course of any Affiliated Club from time to time;

10.4. to select teams or players to represent the Union in any match or tournament;

10.5. to determine rules relating to the eligibility of players to represent their clubs, participate in leagues, and represent the Union and to vary such rules from time to time;

10.6. to appoint sub-committees as it may deem necessary for any specific purpose;

10.7. to grant subsidies or invest funds of the Union for any purpose calculated to promote the interests and objects of the Union, and make donations for those and for such other purposes as it may deem fit;

10.8. to institute, conduct or defend any legal proceedings by or against the Union or the members of its Executive Committee acting in their capacity as such;

10.9. to appoint paid employees or officials on behalf of the Union, to fix their remuneration, if any, and to suspend or dismiss them at its discretion.

10.10. Disciplinary Powers:

To appoint, at such times and for such purposes as the Executive Committee may deem fit, a sub-committee dealing with disciplinary matters ("the disciplinary committee") which shall consist of at least three members, at least a majority of whom shall be members of the Executive Committee other than the President and Vice-President. This sub-committee shall have the following powers:

10.10.1. to convene a disciplinary inquiry to inquire into the conduct of an Affiliated Club or a player;

10.10.2. to summon players or representatives of Affiliated Clubs to attend such inquiry;

10.10.3. to determine the rules of procedure for such inquiry, provided that such rules of procedure comply with the rules of natural justice;

10.10.4. to determine, by majority vote if the members are not unanimous, whether such conduct is :

10.10.4.1. a breach of the Rules of Golf; or

10.10.4.2. a breach of the rules of amateur status; or

10.10.4.3. a breach of the standards of etiquette required of golfers in general; or

10.10.4.4. conduct unbecoming of a golfer; or

10.10.4.5. conduct which could bring the Union or the game of golf into disrepute, if the fact of such conduct became known; or

10.10.4.6. any combination of the above.

10.10.5 to impose one or more of the following punishments:

10.10.5.1 a formal reprimand;

10.10.5.2 a fine.

10.10.5.3 suspension from playing in or attending at competitions for a period of time;

10.10.5.4 removal from representative teams or from Union Office;

10.10.5.5 suspension from selection for representative teams for a period of time;

10.10.5.6 any combination of the above whether in the alternative or otherwise.

10.11. Any person summoned to appear before the disciplinary committee shall be given written notice, advising him of any charge or allegation against him and he shall be given the opportunity of being heard personally in reply thereto. Such person shall be entitled to legal representation at any disciplinary hearing and to call witnesses on his behalf.

10.12. The disciplinary committee shall not be bound to follow any form of judicial or quasi-judicial procedure or the rules of evidence during the hearing of any matter or in arriving at a conclusion as to the facts of the matter being heard.

10.13. Any person who is found to be guilty of any of the offences set out in clause 10.10.4 above and is punished in terms of clause 10.10.5 above shall have the right to appeal against the finding of guilt and/or the punishment to a committee consisting of the President, the Vice-President and one other member of the Executive Committee, which member shall not have been a member of the disciplinary committee which made the finding of guilt and/or which imposed the punishment. Such appeal shall be noted by the giving of written notice to the Union of such appeal within fourteen days after the handing down of the decision of the disciplinary committee, unless the Executive Committee shall have granted an extension of such time period in which case they shall lay down the extended time limit.

10.14. ARBITRATION CLAUSE

Should any dispute arise which involves the Union, its officials, any clubs affiliated with the Union, and any officials, players or members who are subjected to the rules of the Constitution, pertaining to any matter arising from the interpretation or implementation of the Constitution, or arising from the sports governed by this Constitution, then such dispute shall be referred to the Arbitration Forum of the Western Cape Provincial Government, to be dealt with in accordance with the Rules of that Forum.

The provision of Arbitration Act of 1965 shall apply to such arbitration proceedings, save to an extent modified by the Arbitration Forum rules.

11. MEETINGS OF THE EXECUTIVE

11.1. The Executive Committee shall meet from time to time as required. No less than 7 (seven) ordinary days notice shall be given to the members of the Executive of all meetings of the Executive Committee unless all members of the Executive agree to shorter notice. Notice of meetings may be given by telephone or by email.

11.2. The President, or in his absence the Vice-President, shall act as chairman of the Executive Committee. Should both the President and the Vice-President not be present at any meeting of the Executive Committee, the members present shall elect a chairman from their number.

11.3. 50% (fifty percent) of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee and in the absence of a quorum no business shall be transacted by the meeting.

11.4. Decisions taken at Executive Committee meetings shall be by show of hands of the members present unless a ballot is demanded by at least 2 (two) members. Voting by proxy shall not be allowed.

11.5. In the event of equality of votes on any matter at an Executive Committee meeting, the chairperson of such meeting shall be entitled to exercise a casting vote.

11.6. No paid employee of the Union shall have a vote at any meeting of the Executive Committee.

11.7. The chairperson of any Executive Committee meeting shall be responsible to ensure that proper minutes be kept of all proceedings of meetings of the Executive Committee and shall keep, or have kept, a confidential minute book of all proceedings and resolutions of the Executive taken in committee.

11.8. In the absence of a decision to the contrary by the Executive Committee, neither the Executive Committee, nor any individual member thereof, shall disclose to any person outside the Executive Committee the nature of the discussions by the Executive Committee or voting on any matter decided by the Executive Committee. If such disclosure is made and the Executive Committee is of the opinion that the conduct of the committee member concerned is prejudicial to the good order and conduct of the Executive Committee and/or the Union, such committee member may be requested to resign from the Executive Committee by a 75% (seventy five percent) majority of members present at a special Executive Committee meeting (excluding such member) convened for the purpose of discussing such member's conduct, voting as set out in paragraphs 11.4 and 11.5 above (voting by proxy shall not be allowed). In the event of refusal by such

Executive Committee member to resign, he shall be expelled from the Executive Committee.

12. UNION FUNDS AND ACCOUNTS

12.1. The Executive Committee shall appoint one of its members as a Treasurer, who shall have the responsibility to oversee the controls, procedures and reporting of the financial functions of the Union. The treasurer shall ensure: that all payments from the Union's accounts be authorised by any one Executive member; that proper and true accounts of all revenue and expenditure are kept; and that a properly verified account thereof and a balance sheet is submitted to each Annual General Meeting.

12.2. The funds of the Union shall be invested in the name of the Union and operated on in such manner as the Executive Committee may direct.

12.3. The financial year of the Union shall end on the 30th of September of each year. The accounts of the Union shall, as soon thereafter as possible, be duly audited by a person other than a member of the Executive Committee and audited financial statements shall be submitted to the Annual General Meeting.

12.4. The income, property and monies of the Union, from whatever source derived, shall be applied solely towards the promotion of the objects of the Union as set forth in this constitution provided, however, that nothing herein contained shall prevent the payment by the Union to any member or person in respect of remuneration and/or expenses for services rendered to the Union.

13. ANNUAL GENERAL MEETING

13.1. The Annual General Meeting of the Union shall be held within 90 (NINETY) days after the end of each financial year at such time, date and place as the Executive Committee may determine.

13.2. The business of the Annual General Meeting shall be :

13.2.1. to confirm the minutes of the last Annual General and any Special General Meeting and to deal with matters arising;

13.2.2. to receive delegate's credentials and to confirm or reject applications from clubs for membership;

13.2.3. to amend and alter the Constitution of the Union of which amendments or alterations due notice shall be given;

13.2.4. to consider the annual report by the President and the financial statements for the preceding year;

13.2.5. to elect office bearers for the ensuing year;

13.2.6. to determine the affiliation fee payable by members for the year;

13.2.7. to transact any business of which notice shall have been given in the notice calling the meeting.

13.2.8. Notice of any business or resolution which Affiliated Clubs may desire to place before the meeting shall be given in writing to the secretary of the Union at least 7 (seven) days before the meeting;

13.2.9. to transact any general business without notice (other than any alteration, addition to, or amendment of the Constitution) as the meeting may decide.

14. SPECIAL GENERAL MEETING

14.1. A Special General Meeting shall be held if :

14.1.1. convened by the Executive Committee whenever it deems fit; or

14.1.2. convened by the Executive Committee at the written request of at least 3 (three) Affiliated Clubs. Such request shall fully set out the reason(s) for calling for a Special General Meeting.

14.2. At any Special General Meeting only such business of which notice has been given may be transacted.

15. NOTICE OF GENERAL MEETINGS

15.1. Written notices of all general meetings, whether annual or special, shall be sent by the secretary of the Union to all members of the Executive Committee and Affiliated Clubs at least 14 (fourteen) days before the date for which such meeting is convened. Notices referred to in this paragraph 15.1 may be transmitted by email.

15.2. Formal notice of the Annual General Meeting shall incorporate the agenda, any business or resolution to be submitted to the meeting, and the audited accounts of the past year. Notice of any general meeting posted or transmitted by email to the addresses of Affiliated Clubs shall be deemed to constitute effective notice in terms hereof. The accidental omission to furnish such notice to any Affiliated Club shall not invalidate such meeting.

16. VOTING AND QUORUMS

16.1. Any decision at an Annual General Meeting or a Special General Meeting shall be by a show of hands of the members present at the meeting, unless a ballot is demanded by at least 2 (two) members. Whether voting by show of hands or by ballot, each Affiliated Club shall be entitled to 1 (one) vote for every completed one hundred (or part thereof) members handicapped at that club, up to a maximum of 4 (four) votes per Affiliated Club. Voting by proxy shall not be allowed.

16.2. Quorums at Annual General Meetings, Special General Meetings or Executive Committee meetings shall be at least half the members entitled to vote at that meeting.

17. PROCEDURE AT GENERAL MEETINGS

The President shall preside at all general meetings, and in his absence, the Vice-President. Should both be absent, the meeting shall appoint a chairman. In the event of an equality of votes on any matter, the chairman shall have a second or casting vote. Voting by proxy shall not be allowed.

18. INDEMNITY AND EXCLUSION OF LIABILITY

18.1. The President, Vice-President, members of the Executive Committee and all other officials or employees of the Union shall be and are hereby indemnified out of and from the funds and property of the Union from and against all losses, charges, costs, damages and all and every other expense and liability they may incur or be put to concerning or about the execution of their respective duties and in their capacity as such, and none of them shall be held answerable or deemed to be in any way responsible for any act or default of the one or other of them, or for any deficiency or insufficiency of any title or security whatsoever taken by the Union; nor shall they be liable for any loss occasioned by any banker or other person with whom money or securities of the Union may be deposited or entrusted for safe custody, invested, or otherwise placed; nor for any loss, misfortune or damage which may happen or take place in the execution of their respective office or as a result thereof provided, however, that this indemnity shall not apply to a person guilty of a wilful or grossly negligent act or omission.

18.2. Neither the Union nor any member of the Union, members of any Committee or employees of the Union shall be responsible or may be held liable for any loss, damage or injury including consequential losses suffered by or caused to any person or property anywhere, whether or not such loss, damage or injury is occasioned by any act or omission of the Union, the members of any Committee of the Union or employees of the Union or arising out of any contract entered into or any deed done by such person.

19. RULES OF GOLF AND AMATEUR STATUS

19.1. The Union shall accept and be bound by the Rules of Golf and rules of amateur status and such amendments thereto as may from time to time be adopted by SAGA and WGSA and all competitions shall be played in accordance with such rules.

19.2. It shall be a condition of affiliation to this Union that all Affiliated Clubs accept, and are bound by, the Rules of Golf and the rules of amateur status as set out in the preceding sub-clause.

19.3. Any club which is affiliated to the Union, which organises and/or holds any competition, the conditions of which allows, or connives at, the use of its course for the holding of any competition, which does not comply with the said Rules of Golf and the rules of amateur status, shall render itself liable to suspension or forfeiture of its affiliation to the Union.

19.4. If, in the opinion of the Executive Committee an Affiliated Club has breached the provisions of this clause 19, or the conditions upon which it was admitted to affiliation, the Executive may, after giving such club an opportunity to be heard, suspend such club, or terminate its affiliation to the Union, provided that the club may, within one week after receiving written notification of the decision of the Executive by written notice, require the Executive to convene a Special General meeting of the Union. The Union may at such meeting or any lawful adjournment thereof, confirm, vary or set aside the decision of the Executive.

20. COMPETITIONS

20.1. The course, upon which competitions or matches are played under the auspices of the Union, shall be under the absolute control of the Executive Committee which may delegate all or any of its powers to a sub-Committee. Such control shall not incur liability for the Union for loss or damage suffered by any person during the period of such control.

20.2. Players who are members of more than one Affiliated Club and who have represented one of such clubs in any inter-club match may not represent any other club in the same series of matches during the same year, without the prior written permission of the President.

21. PAYMENT OF DUES BY PLAYERS TO CLUBS

Every Affiliated Club shall keep a record of the names of its own members, and of such information as shall enable each of its members to be identified, and the amount of the subscription payable to such club and paid by such member. In the event of any such member failing to discharge his liabilities to any club aforesaid such club shall notify the Union within 90 (ninety) days of such member failing to have discharged such liability. The Union shall enter such member's name in a register, setting forth details of the amount owing and the name of the creditor club. Any player who has failed to discharge all of his just liabilities to any club may be declared by the Executive Committee to be ineligible to participate in the competitions of the Union, and no club affiliated to the Union shall knowingly elect to membership or allow to play in any match or competition any player who has failed to pay and discharge all of this just liabilities to any club or clubs.

22. AMENDMENT OF CONSTITUTION

All provisions of this Constitution shall be binding in all respects on all Affiliated Clubs of the Union, and shall not be altered or amended except by a resolution approved by two thirds of delegates present at either an Annual General meeting or Special General meeting, voting as set out in paragraph 16.1 above. Voting by proxy shall not be allowed.

23. DISSOLUTION OF UNION

23.1. The Union may not be dissolved, wound up or placed in liquidation except at an Annual General Meeting or a Special General Meeting called for that purpose and except by a resolution approved by a two-third majority of votes, voting as set out in paragraph 16.1 above. Voting by proxy shall not be allowed.

23.2. Upon dissolution, the assets of the Union remaining after the satisfaction of its debts shall be distributed to an entity having objects similar to the objects of the Union.

PRESIDENT, SOUTHERN CAPE GOLF UNION

Date: 23rd NOVEMBER 2015