



CONSTITUTION

AS AMENDED AT ANNUAL GENERAL MEETING ON 22 FEBRUARY 2020

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Versions of the Constitution

In addition to this printed version, this document is available online at www.clovelly.co.za

Revision Approval

This revision of the Constitution was adopted by its members on the date indicated on page one of this document. This revision of adopted changes to the Constitution was approved for publication at Clovelly Country Clubs Governing Body Meeting held on 27th January 2020 by the Committee comprising:

S. Thomas	(Chairperson)
W. Good	(Treasurer)
J. Ackerman	(Vice Chairperson)
R. Goveia	
J. White	

And has been endorsed by Clovelly Trustees:

Mr. R.D. Ackerman, Ms. F. Griffiths, Mr. C.J. Goldsbury, Dr. A. Ashberg

Amendment Submission Contact Details

While every attempt is made to ensure that the contents of this Constitution are correct and consistent at the time of publication, the changing nature of the Club and the communities that we serve is acknowledged, and as a living document this Constitution should and will require correction and amendment from time to time.

Any proposals for amendment of the contents of this document should be submitted in line with the process described in the standing Constitution in effect at the time of submission of the proposed amendment.

The proposed amendments for this document should be submitted to: Chairperson, care of the General Manager, at Clovelly Country Club: clubhouse@clovelly.co.ca and proposed amendments to the policy should be submitted with a motivation.

1. NAME OF THE CLUB

The name of the Club is CLOVELLY COUNTRY CLUB.

2. DEFINITIONS

For the purposes of this Constitution:

- 2.1 **"the Club"** means CLOVELLY COUNTRY CLUB;
- 2.2 **"Club"** in all cases where the word is used, it shall include the clubhouse, premises and grounds, unless inconsistent with the context;
- 2.3 **"Governing Body"** shall mean the Governing Body elected in terms of clause 13;
- 2.4 2.4.1 **"Members"** shall apply to both ladies and gentlemen; means a member of the Club, who has been approved by the Governing Body, who pays subscription and entrance fees to the Club, as may, from time to time, be determined by the Governing Body, and "Membership" shall have a corresponding meaning. The different categories of Members are more fully contemplated in clause 5 hereof;
- 2.4.2 **"Gender"** in this Constitution and its addendums, the gender used in relation to any person is understood to include both genders.
- 2.5 **"Code of Conduct"** shall refer to the addendum document attached to this document that relates to by-laws, and rules of the club, approved by the Governing Body; **see addendum 2**
- 2.6 **"Disciplinary Process"** shall be the addendum document attached to this document that details the disciplinary procedures of the club, approved by the Governing Body; **see addendum 3**
- 2.7 **"The Ackerman's"** shall refer to the members of the Ackerman family who are Honorary Life members;
- 2.8 **"RAGA"** shall refer to the Raymond Ackerman Golf Academy, all its staff, students and activities; **see addendum 4**
- 2.9 **"Property"** shall refer to the property donated to the club by Michael Pevsner and Gustave Ackerman and shall be read with the Original title deed stipulations

"Original Title Deed Stipulations"

Principals Michael Pevsner and Gustave Ackerman have donated the undermentioned land to Clovelly Country Club on the condition hereinafter contained, free of any considerations.

- 1. That the aforesaid land shall only be used for the sporting and other activities of Clovelly Country Club from the membership of which no European shall be barred by reason of race, religious denomination or creed. "That in the late 1970's the Government of the day granted the club the right to appoint anyone regardless of race or religious denomination, to be a member of Clovelly Country Club,"

2. That in the event of any breach of above condition No.1 in any particular at any time or from time to time or in the event of the insolvency or liquidation of Clovelly Country Club, then the said Michael Pevsner and the said Gustave Ackerman, or their respective executors, administrators, successors or assigns shall respectively have the right and be entitled to require a half share of the above described land to be re-transferred to each of them free of any consideration whatsoever – provided that there shall be excluded from such transfer such of the land as shall be built upon together with any necessary forecourt and yard space; and provided further that in the case of any dispute as to how far any portion of the said land can be described as built upon or as to the definition of forecourt or of yard space, such dispute shall be finally determined by arbitration in accordance with the provisions of any general arbitration act in force at the time of such dispute in the Province of the Cape of Good Hope.

If case winding up the club please refer to clause 43.2

- 2.10 **"Golf Committees"** shall mean the two Golf Committees elected to administer the golf activities of the Club, *see addendum 5*.
- 2.11 **"Club Year"** shall be the Club financial and membership year commencing on 1 October and ceasing on 30 September, as approved at the Club's Annual General Meeting.
- 2.12 General Meeting shall mean the General Meetings of the Club.

3. LEGAL STATUS

The Club is a juristic person having perpetual succession established for the objects set out in this Constitution.

4. OBJECTS AND VISION

- 4.1 The objects of the Club are:
- 4.1.1 to fulfill all the usual aims and objectives of a social and outdoor club, and to do all such things, including the acquisition and disposal of immovable property or any interest therein and carry out such undertakings, as may be necessary or incidental to such objectives.
- 4.1.2 to provide and maintain for its members, without regard to national origin or creed, all the amenities and facilities of such a Club on the estate donated by the late Messrs. G. Ackerman and M. Pevsner;
- 4.1.3 to carry out its activities in a non-profit manner;
- 4.1.4 to promote and preserve a spirit of good fellowship and sportsmanship amongst its members in furtherance of the Club's motto "Fraternitas Ludorum" ("the brotherhood of sport");

- 4.1.5 generally to further and safeguard the interests of the Club and its members and to take such steps as are deemed necessary or expedient for this purpose.

5. MEMBERSHIP

- 5.1 Any person who subscribes to the values of the Club shall be eligible for membership and may apply to become a member of the Club.
- 5.2 Membership of the Club shall consist of various categories of membership and the persons qualifying to apply for and be members under each of the membership categories are as set out in this clause 5 which will come into effect on 1st April 2013.
- 5.3 All members are subject to the Code of Conduct.

5.4 Honorary Life members

An Honorary Life Member shall be one who, having conferred some special benefit upon or rendered exceptional services to the Club has been elected to Honorary Life Membership at a general meeting.

Such member shall be entitled to enjoy all the privileges of club membership, without payment of fees or annual subscriptions.

All membership card and affiliation costs shall be for the members own account and provided that an Honorary Life Member shall be at liberty to resign such membership on written notification to the Governing Body.

See addendum 1

5.5 Honorary members

An Honorary Member shall be one who is invited and elected to membership by the Governing Body for such reasons and under such terms as the Governing Body shall determine. Such member shall be entitled to make full use of the amenities of the Club without payment of any subscriptions. Green fees and all membership card and affiliation costs shall be for the members own account. Such election shall not be for more than one year, but the Governing Body in its discretion may renew the privilege from year to year.

5.6 Temporary members

- 5.6.1 a Temporary Member shall be one who has been admitted to membership temporarily by the Governing Body and who has paid the necessary fees and dues:
- 5.6.2 while such person is a bona fide candidate for membership, whose name has been posted on the Club notice board ; or
- 5.6.3 while such person is a bona fide participant in any match or competition on the Club's premises; or
- 5.6.4 on the basis of reciprocity with some other Club; or
- 5.6.5 in other cases, on such terms and conditions as the Governing Body may in its discretion determine.

- 5.6.6 notwithstanding the foregoing, the grant or otherwise of temporary membership to any person on any of the above grounds shall be at the sole discretion of the Governing Body or General Manager.
- 5.6.7 any person who is a visitor to the Club may be admitted by the General Manager as a temporary member upon introduction in writing by a member.
- 5.6.8 temporary membership shall be for such period as the Governing Body may determine and may be cancelled at any time by the Governing Body.

5.7 **Corporate members**

That Corporate would have to abide by the Code of Conduct, but would be nominated for membership by the General Manager or Golf Manager and approved by the Governing Body.

5.8 **Country Club members**

All membership is based on first and foremost being a Country Club member at all times. This clause includes all social and non-playing members. A country club member has the privileges of the Club pursuant hereof save that they shall not be entitled to utilize the sporting facilities thereof, and shall be a member who does not fall into any other category of membership.

5.9 **Golf Members**

A Golf Member shall be one who has been elected to the privilege of the golf section of the Club pursuant to Clause 5 hereof but who shall only enjoy such privileges as defined by the Governing Body. These will be broken down into sub categories as defined by the Governing Body annually.

5.10 **General**

Notwithstanding any provision of this Constitution, the Governing Body shall have the power in its sole discretion: -

5.10.1 to vary the categories of membership of the Club and to stipulate the entrance fees and annual subscriptions payable by the members of such categories;

5.10.2 to admit new members to any sporting section of the Club;

5.10.3 as a condition of such admission, to limit the playing times of new members for such period and on such terms and conditions as the Governing Body deems fit, in order to take into account of the adequacy of facilities available for existing members.

Members or office-bearers have no rights in the property or other assets of the organisation solely by virtue of their being members or office-bearers.

6. USE OF THE CLUB FACILITIES BY MEMBERS

- 6.1 The use of the Club facilities by the members shall be regulated by the Code of Conduct.
- 6.2 The Code of Conduct may create different conditions and codes of conduct for different categories of members, different ages of junior members and for the use of the different facilities provided by the Club.

7. APPLICATIONS FOR MEMBERSHIP

- 7.1 Applications for admission to membership of the Club shall be submitted in such form as may be decided by the General Manager with agreement from Governing Body from time to time.
- 7.2 All applicants for membership must be proposed by one member and seconded by another, both of whom must be members and entitled to vote at a General Meeting. The candidate must be personally known to the proposer and seconder. The proposer and seconder understand that they carry a level of responsibility in respect of the conduct of the membership applicant. Should there be no proposer or seconder, a reference from a previous club shall suffice.
- 7.3 An application for junior membership must be countersigned by a parent, legal guardian, ward or sponsor of the applicant who will, by signing the application, accept responsibility for the conduct of and liability for any debts to the Club incurred by the Junior Member.
- 7.4 Each application must be accompanied by full payment of subscriptions determined by the Governing Body. The subscriptions paid are not refundable unless the Governing Body authorises a refund.
- 7.5 At the end of the month in which an application for full membership is received, a list showing the applications received during the month and such particulars as the Governing Body may decide, shall be posted on the Club notice board and such list shall remain on display for a period of 30 days in order to afford existing members the opportunity to object.
- 7.6 Applications for full membership may be considered by the Governing Body at any time after the expiry of the 30 day period in clause 7.5. The General Manager may consider applications in such order and at such times as they consider fit and they may give precedence to applications received from the relatives of members.
- 7.7 At any time before the meeting at which an application is considered by the Governing Body any member of the Club may object to any application for membership by conveying the objection in writing to the General Manager or the Governing Body in confidence.
- 7.8 The Governing Body or the General Manager, as the case may be, may accept or reject an application without giving any reason.
- 7.9 The General Manager may give provisional approval to an application which has been displayed on the notice board in the monthly list referred

to in clause 7.5, and such provisional approval will entitle the applicant the use of the Club's facilities until the applicant's application is considered.

- 7.10 Subject to clause 7.1, an applicant for membership shall be duly accepted as a member, once their application has been approved and presented at a Governing Body meeting by the General Manager at one of the Governing Body meetings.
- 7.11 If a decision of the General Manager to accept or reject an application is not unanimously supported by their management team, any member of the management team or Governing Body may require that the decision of the General Manager be referred to the Governing Body, in which event the decision of the General Manager shall be suspended pending the outcome of the referral to the Governing Body which shall have the right to either confirm the decision of the General Manager or to substitute a different decision.
- 7.12 An applicant for membership whose application has been refused, shall not be eligible to be proposed for membership again until a period of 12 months has expired from the date of such refusal unless the General Manager, after due consideration of additional facts, decides otherwise.
- 7.13 A new member who fails to pay the amount due in respect of the entrance fee and annual subscriptions within a period of 30 days of the date of a letter requesting payment shall cease to be a member.
- 7.14 The proposer and seconder of each applicant shall be jointly and severally liable for the entrance fee and first annual subscriptions of the applicant whom they have proposed and seconded, notwithstanding that his or her membership may have ceased due to non-payment in terms of clause 7.13.
- 7.15 Notwithstanding anything to the contrary in this clause 7, the Governing Body and the management team shall be entitled to receive application for full membership that is not proposed or seconded and such applicant may be provisionally approved in terms of clause 7.9, provided that prior to formal acceptance in terms of clause 7.10, the application is proposed and seconded as is required by clause 7.2.

8. CHANGE TO CATEGORY OF MEMBERSHIP

A member may, on written application to the General Manager, change his or her membership to another category of membership for which he or she is eligible.

9. ENTRANCE FEES

- 9.1 The entrance fees and terms of payment for the various categories of membership shall be determined by the Governing Body from time to time.

- 9.2 No entrance fees shall be payable by temporary members, honorary members, honorary life members, or members under the age of eighteen (18) years of age.
- 9.3 A member changing membership to a category of membership which has a higher entrance fee than the entrance fee/s paid by the member to that date, may be obliged to pay the difference between the entrance fees payable at that time for the relevant categories depending on the decision of the Governing Body at the time.

10. SUBSCRIPTIONS

- 10.1 The annual subscriptions payable by members shall be fixed by the Governing Body from time to time.
- 10.2 The Governing Body shall publish any increase or reduction in the annual subscriptions by not later than two months before the start the financial year.
- 10.3 Different subscriptions may be fixed for different categories of membership and/or the use of different facilities provided by the Club.
- 10.4 Annual subscriptions shall be due and payable no later than the last day of the first month of the new financial year.
- 10.5 Subscriptions are payable by a member who is elected during the year. Payment shall be made forthwith upon the member being informed of the amount payable.
- 10.6 A member who does not give notice to the Club before the first day of the financial year shall be liable for the full amount of the following year's subscriptions, provided that the Governing Body may decide otherwise in its sole discretion.
- 10.7 If a member transfers membership from one category of membership to another during the course of a calendar year and the subscriptions for the category of membership to which the member is transferred is more than the subscriptions of the category from which he has transferred, the member shall be obliged to pay the difference between the subscriptions payable for the new category of membership and that payable for the old category of membership, appropriately pro-rated for the periods of the year that the member has been in the different categories of membership.
- 10.8 If a member transfers membership from one category of membership to another during the course of a calendar year and the subscriptions for the category of membership to which the member is transferred is less than the subscriptions of the category from which he has transferred, no adjustment will be made and no refund will be given, unless the Governing Body in its sole discretion decides otherwise.

11. DEFAULTERS

- 11.1 The Governing Body may in its discretion reinstate as a member a person whose membership has been terminated if that person accepts the terms imposed by the Governing Body as a condition for reinstatement.
- 11.2 If a member fails to pay an account for any amount due to the Club within 60 days after the date endorsed upon the account, such member shall/may be liable to pay interest on such liability, at the Club's banker's published prime overdraft rate plus 3%, from the date endorsed upon such account to date of payment, both days inclusive.
- Members who find themselves in financial difficulties at the time of payment of annual subscriptions may apply with the General Manager, at his discretion, to make arrangements for extended payments.
- 11.3 After 30 days of clause 11.2 being implemented and member's fees not settled, the membership of the member will be cancelled. However the member's debt is still due.

12. MANAGEMENT OF THE CLUB

- 12.1 The management of the Club and the formulation of policy shall be vested in the management team under the leadership the General Manager who is answerable to the Governing Body which shall be subject to the control of the members in General Meeting.
- 12.2 The Governing Body shall consist:-
- 12.2.1 two elected members, who shall be elected by ballot every second year at the Annual General Meeting, and shall hold office until the next biennial General Meeting.(2 year term)
- 12.2.2 the Treasurer who is to be nominated separately, shall be elected by ballot when the incumbent Treasurer resigns or the position becomes vacant or at an Annual General Meeting or Special Meeting called by the Governing Body.
- 12.2.3 the Chairperson who is to be nominated separately, shall be elected by ballot every second year at the Annual General Meeting, and shall hold office until the next biennial Annual General Meeting (2 year term) or when the incumbent Chairperson resigns or the position becomes vacant or at an Annual General Meeting or Special Meeting called by the Governing Body
- 12.2.4 the General Manager appointed in terms of clause 14.
- 12.2.5 the Men's and Women's Golf Captains of the Club in terms of **addendum 5**.
- 12.2.6 the President of the Club in terms of clause 17.
- 12.2.7 a person nominated by any creditor of the Club who is owed an amount in excess of R5 million on the first day of the Club's financial year;

- 12.2.8 co-opted members to the Governing Body, who shall not have a vote at Governing Body meetings.
- 12.3 Only members who are eligible to be appointed as a director of a company in terms of the laws of South Africa are eligible to be elected, appointed or co-opted to the Governing Body.
- 12.4 The Governing Body members to be elected in terms of clause 12.2.1 shall be elected at the Annual General Meeting in each year in accordance with the provisions of clause 12 and the retiring members shall be eligible for re-election, if so nominated in terms of clause 12. Such members must be older than 18 years of age.
- 12.5 At its first meeting the Governing Body shall elect a Vice-Chairperson from its members.
- 12.6 The General Manager shall be responsible for the day to day running of the affairs of the Club and will report to the Governing Body.
- 12.7 Such General Manager shall be employed by the Governing Body on such terms and conditions as it deems fit.
- 12.8 All acts done by the Governing Body or the members thereof in the bona fide execution of their duty shall be deemed to have been done by the Club as a whole, and the members of the Governing Body in their individual capacities shall incur no further liability in respect of such acts, nor, unless attributable to their own dishonesty, with regard to the acts, omissions or defaults of any other Governing Body member or any officer of the Club or any other person, other than their liability as members in terms of clause 14.
- 12.9 No remuneration paid by the club to any persons will be excessive, having regard to what is generally considered reasonable in the sector and in relation to the services rendered, nor will any remuneration be determined as a percentage of any amount received or accrued to the club.
- 12.10 The term of office of the elected Governing Body members shall commence on the day of election and continue until the end of their biennial (second) Annual General Meeting held thereafter. Elected Governing Body members may be elected for more than one term of office and there will be no limit to the number of terms a member may serve on the Governing Body.
- Co-opted Governing Body members shall commence on the day of appointment and continue until the Governing Body ends the appointment. Co-opted Governing Body members may be appointed with no limit to the number of times they may be co-opted by the Governing Body.
- 12.11 If a Governing Body member ceases to be eligible to be elected, appointed or co-opted to the Governing Body for any reason, such member shall cease to be a member of the Governing Body.
- 12.12 If an elected or appointed or co-opted Governing Body member ceases to be a Governing Body member before the expiry of his or her term of

office, the remaining Governing Body members may co-opt a member to fill such vacancy for the remainder of the term of office of such Governing Body member.

- 12.13 The outgoing Chairperson if elected as an elected member, may serve on the Governing Body.

13. NOMINATIONS FOR ELECTION AND REMOVAL OF THE GOVERNING BODY

- 13.1 Nominations for the Governing Body must be signed by two members and the nominee himself and a brief CV of the nominee (limited to a maximum of 75 words) and must be delivered to the Club for the attention of the General Manager by midday on the first business day 14 days prior to the next Annual General Meeting each year.
- 13.2 Any member who has been nominated and has complied with clause 13.1 has to be a member of good standing with the club for minimum of 2 years, in order to be eligible for a Governing Body position.
- 13.3 The name of each person nominated and his CV shall be posted on the Club notice board as soon as possible after receipt of the nomination and shall be published in the notice of the Annual General Meeting delivered to members in terms of clause 17 below.
- 13.4 If the number of nominations exceeds the number of Governing Body members to be elected, a vote shall be taken in accordance with the provisions of clause 23. The number of nominees receiving the largest number of votes as is equal to the number of Governing Body members to be elected, shall be duly elected as members of the Governing Body.
- 13.5 If the number of nominations is equal to the number of Governing Body members to be elected, the Chairperson of the meeting shall declare those nominated to be elected, while if the number of nominations is less than the number of Governing Body members to be elected, the Chairperson of the meeting shall declare those nominated to be elected and the Governing Body shall as soon as possible thereafter approach and co-opt a sufficient number of eligible and suitable members to fill the vacancies. A Governing Body member may be removed from office by resolution of the members at a General Meeting of the members of the Club. A vote on such resolution will be in accordance with the provisions of clause 23.

14. POWERS OF THE GOVERNING BODY

- 14.1 The Governing Body shall have the power and authority to do any act, matter or thing which a natural person of full legal capacity is entitled to do, excepting such matters as are, in this Constitution, specially excluded or reserved to be dealt with at a General Meeting, such powers always being subject to whatever restrictions of such powers as are contained in this Constitution.

- 14.2 The Governing Body shall, without limiting the powers under clause 15.1, have the powers specified elsewhere in this Constitution as well as the following specific powers and duties:
- 14.2.1 to appoint, monitor the performance of, suspend and discharge a General Manager who shall be responsible for exercising leadership and general management over the affairs of the Club as specifically provided for in clause 15, and who shall report to and be responsible to the Governing Body;
 - 14.2.2 to appoint, suspend and discharge all other employees of the Club;
 - 14.2.3 to fix the remuneration and terms of employment of the General Manager and the other employees of the Club;
 - 14.2.4 to receive, consider and approve the budget of the Club;
 - 14.2.5 to act notwithstanding any vacancy or vacancies in the Governing Body, provided the quorum provided for shall be present at all meetings;
 - 14.2.6 to make, vary or repeal a Code of Conduct for the carrying out of the provisions of this Constitution, for the management of the affairs of, and the use of the premises, facilities and amenities of the Club by the members and generally for all matters connected with the Club, provided that such Code of Conduct does not conflict with this Constitution;
 - 14.2.7 to determine from time to time the entrance fees, subscriptions, green fees, and charges for the use of the Club's facilities, subject to the other provisions of this Constitution;
 - 14.2.8 to open and operate bank accounts;
 - 14.2.9 to direct and provide for the receipt, custody, employment, management, remittance and expenditure of monies, and funds of the Club;
 - 14.2.10 to carry out and give effect to all resolutions of the members in General Meetings, and, where no special direction is given as to the manner in which any resolution is to be carried out, to carry it out in such manner and form as the Governing Body may in its discretion think fit;
 - 14.2.11 to appoint (including the right of appointment and co-option of members who are not members of the Governing Body), dismiss and regulate the procedure of sub-committees and to delegate any of the powers of the Governing Body to such sub-committees, with or without the power of further delegation;
 - 14.2.12 to expel, or suspend for such period as the Governing Body thinks fit, any member guilty, in its opinion, of a contravention of any provision of this Constitution or the Code of Conduct, or conduct which in the opinion of the Governing Body is intended to be prejudicial to the interests or reputation of the Club;

- 14.2.13 to settle any matter in dispute which has been submitted to the Governing Body in writing;
- 14.2.14 to prevent any member who is in arrears with any payments due in terms of this Constitution or any provision in the Code of Conduct from incurring further liability to the Club;
- 14.2.15 to remove from the membership roll the name of any member who has ceased to be a member of the Club for any reason;
- 14.2.16 to invite persons fulfilling the criteria in clause 5 to become honorary members of the Club, without payment of subscriptions, for such period or periods as it may determine;
- 14.2.17 to determine conditions for the admission of members;
- 14.2.18 to admit as members any person eligible to be a member of the Club;
- 14.2.19 to determine the terms and conditions upon which visitors may be admitted to the Club and all matters connected therewith;
- 14.2.20 to enter into agreements with and arrange reciprocity with other Clubs upon such terms as the Governing Body may think fit;
- 14.2.21 to determine whether and to what extent and at what times and places and under what conditions the accounts and books of the Club or any of them shall be open to the inspection of members, and no member shall have the right to inspect any account or book or document of the Club except as conferred by this Constitution, the Code of Conduct or authorised by the Governing Body or by a resolution of the Club in General Meeting;
- 14.2.22 to resolve any doubt or dispute as to the proper interpretation of any elements of this Constitution and the Club's Code of Conduct;
- 14.2.23 to delegate any of its powers, with or without the further right of delegation, to the General Manager or any other employee of the Club.
- 14.2.24 The Governing Body shall have the power to amend and review the terms of the RAGA appendix document attached to this document.

15. FINANCIAL AFFAIRS OF THE CLUB

- 15.1 The Club will employ the following Capital Funds;
 - 15.1.1 Capital Account being the fund to which the surplus or deficit each year is transferred. All entrance fees received and interest earned from investments must be credited to the Capital Account.

- 15.1.2 Sinking Fund being an account backed by investment accounts created out of annual available cash surpluses and specific fund raising initiatives.
The sinking fund is an account created out of a percentage of annual available cash surpluses. This fund is created to finance special golf course projects e.g. machinery, irrigation.
- 15.1.3 special purpose funds being funds backed by investment accounts created out of transfers from the Club's bank accounts. These funds are created for special projects.
- 15.1.4 the Capital Funds will be controlled by the Governing Body, and tight financial control of same will be exercised; see clause 15.3
- 15.2 Operating surpluses of the Club at the end of each financial year will be paid into the Capital Fund so that the Capital Fund will not be eroded by the passage of time;
- 15.3 Selected Investment Accounts are under the control of the Trustees. Income from these Investment Accounts is to be reinvested in the Investment Accounts unless the Trustees deem that the income may be used for another purpose and release that income, following application by the Governing Body for use for a specific purpose, in a specific year.
- 15.4 The Club will not readily operate with an overdraft and nor will it make use of finance leases, hire purchase agreements or similar financing arrangements. Should the Club need assistance clause 31 is to be referred to.
- 15.5 Furniture, cutlery, crockery and machinery purchased is to be written off in the Income Statement in full in the year purchased. Accounting principles will be agreed with the auditors and will be adhered to.
- 15.6 No surplus funds may be directly or indirectly distributed to any person.

16. GOVERNING BODY MEETINGS

- 16.1 The Governing Body shall meet on a regular basis and ensure proper minutes of its meetings are recorded.
- 16.2 Such period of notice as the Governing Body decides from time to time shall be given to all members of the Governing Body of all meetings of the Governing Body.
- 16.3 The General Manager, on the instructions of the Chairperson, or on a written request from at least two members of the Governing Body shall convene a Governing Body meeting.
- 16.4 At all meetings of the Governing Body, five (5) members of the Governing Body present in person shall form a quorum. Of these five (5) three (3) must be made up of either the Chairperson, Vice Chairperson, President, Treasurer or the Creditor.

- 16.5 If the Chairperson of the Governing Body is unavailable, the remaining Governing Body members may appoint from their number a person to chair the Governing Body meetings.
- 16.6 All resolutions of the Governing Body shall be by majority vote on a show of hands and in the case of equality of votes the Chairperson shall have a casting as well as a deliberative vote.
- 16.7 Notwithstanding anything to the contrary, a resolution signed by all of the Governing Body members shall constitute a resolution of the Governing Body notwithstanding that no formal meeting of the Governing Body has been convened or held.
- 16.8 On the invitation of the Chairperson, any one or more of the General Managers, Golf Manager, Greens Superintendent and any other club member shall attend meetings of the Governing Body but not vote thereat and shall contribute to the activities of the Governing Body in an operational capacity.
- 16.9 The President shall be entitled to veto any decision of the Club which does not in his opinion, adhere to the founding principles and values of the club, with adherence to clause 17.6

17. PRESIDENT & VICE-PRESIDENT'S COUNCIL

- 17.1 The Vice-President's Council shall every four years at its first meeting elect a President, who shall be entitled ex officio for the term of their office, which shall be four years, to attend meetings of the Governing Body and to vote thereat.
- 17.2 The incumbent and all former Chairpersons of the Club shall become Vice-Presidents of the Club and sit on this Council. This will not affect their status as ordinary members of the Club or their right to be elected or nominated to the Governing Body in terms of the provisions of this Constitution. In addition, four (4) Ackerman family members or persons who have been nominated by the Ackerman Family Trustees to attend such meetings will become full members of this Council.
- 17.3 All members of the Vice-President's Council may only retain the membership of this Council whilst they remain members of the Club.
- 17.4 Any existing club member who at any time in the past held the post of Chairperson of the Club or held a seat on the Vice-President's Council shall qualify for election as President.
- 17.5 The role of the President will be to ensure that:
 - 17.5.1 the Governing Body implements the founding principles and values of the of the Club as set out in Clause 4 and runs the Club efficiently;
 - 17.5.2 the finances of the Club at all times adhere to a pre-determined policy as laid down in clause 15 and supported by the Trustees.
- 17.6 Should the President wish to exercise his veto option of any decision of the Club, he is required to call the Vice-President's Council to gain a two

thirds (66%) majority vote of support to uphold his veto decision at that meeting. A quorum of the Vice-President's Council shall constitute 50% plus one (1) of its members.

18. GENERAL MANAGER

The General Manager shall be the manager of the Club. He shall exercise leadership and general management and supervision over the affairs of the Club and shall be a member of all of its committees. The Governing Body may from time to time delegate to the General Manager (with or without the right to further delegation) such of the powers and authorities vested in them as they may see fit and may from time to time revoke or vary all or any of such powers and authorities.

19. ANNUAL AND OTHER GENERAL MEETINGS

An Annual General Meeting shall be held not later than 5 months after the financial year end of every year for the purpose of receiving the report of the Governing Body and the annual balance sheet and accounts; of transacting any special business of which due notice has been given; of electing the Governing Body for the biennial term; and discussing generally the affairs of the Club. Any General Meeting other than the Annual General Meeting shall be considered to be a Special General Meeting.

20. NOTICE OF ANNUAL GENERAL MEETINGS

Notice of the Annual General Meeting and of the business to be transacted shall be sent to members eligible to vote, at least 21 days before the date of such meeting, and shall call the attention of members to the provisions of clause 12 dealing with nominations for the Governing Body. All documents pertaining to such meeting shall be available on display at the club, and available electronically.

21. CALLING OF GENERAL MEETINGS

The Governing Body may at any time call a Special General Meeting, and the Governing Body must do so upon a request signed by any 50 members who are entitled to vote at a General Meeting of the Club, specifying the object for which such meeting is required. The notice of such meeting issued to members shall specify the purpose for which such meeting is called and, save that the Governing Body may bring forward any business which it may consider urgently requires decisions by the members, no business other than that so specified may be transacted at such a meeting.

22. NOTICE OF GENERAL MEETINGS

Notice of a Special General Meeting shall be sent to all members eligible to vote at least 14 days before the date of such meeting; provided,

however, that the Governing Body may call such a meeting upon shorter notice in the event of any urgent matter arising which requires a decision of members.

23. QUORUM FOR GENERAL MEETINGS

Twenty-five (25) members entitled to vote and present in person at a General Meeting shall be a quorum for every General Meeting save for a General Meeting requisitioned by members in terms of clause 21, for which a quorum will be one hundred (100) members entitled to vote and who are present in person. Should a quorum not be present at any General Meeting within 15 minutes after the time notified for the meeting, such meeting shall stand adjourned for 14 days and notice of the time and date of such adjourned meeting shall be posted in the clubhouse. The members present at such adjourned meeting shall be a quorum.

24. BUSINESS AT ANNUAL GENERAL MEETINGS

The business to be transacted at the Annual General Meetings shall be:

- 24.1 To confirm the Minutes of the previous General or Annual General Meetings;
- 24.2 To receive the report of the Governing Body on the affairs of the Club;
- 24.3 To receive the Audited Financial Statements for the preceding year;
- 24.4 To elect vacant Governing Body seats or if in biennial election cycle elect new Governing body members for the ensuing biennial period;
- 24.5 To elect Honorary Life Members, if any, recommended by the Governing Body of which notice has been given;
- 24.6 To appoint an auditor, as provided for in clause 29;
- 24.7 To consider any resolutions concerning the affairs of the Club. Notice of any resolution to be proposed at the Annual General Meeting, other than ordinary business, must be lodged with the General Manager at least fourteen (14) days before the date of the Annual General Meeting and shall be posted forthwith on the Club's notice board.
- 24.8 To set an annual borrowing limit from financial institutions or individuals should it be required during the financial year.
- 24.9 To consider any business concerning the affairs of the Club that the Governing Body wishes to deal with.

25. CHAIRPERSON AT GENERAL MEETINGS

The Chairperson of the Governing Body shall take the chair at all General Meetings. If the Chairperson is unavailable, a member of the Governing Body appointed by the meeting shall take the chair at the General Meetings. If none of the foregoing is present, the members present shall choose one from their number to be Chairperson.

26. VOTING AT GENERAL MEETINGS

- 26.1 Only members who are in good standing shall be entitled to vote on any matter or resolution submitted to the members at a General Meeting.
- 26.2 All matters and resolutions submitted to the members at a General Meeting shall be decided by a majority vote save for a resolution in terms of clauses 43 or 45.
- 26.3 All voting on any matter or resolution at a General or Special General Meeting shall be by way of ballot of members present in person. There shall be no proxy votes.
- 26.4 The Governing Body shall take whatever steps it considers necessary to ensure that no member is able to vote more than once, provided that if any member does vote more than once on any resolution, the resolution passed will automatically be invalid.
- 26.5 In the event of there being an equality of votes the Chairperson of the Meeting shall have a casting vote in addition to his or her deliberative vote.

27. REVERSAL OF DECISIONS AT GENERAL MEETINGS

No resolution adopted at a General Meeting shall be reversed by resolution adopted within the succeeding period of 12 months unless that resolution is passed by a three quarter majority (75%); provided however, that the decision of any General Meeting upon any appeal lodged in terms of clause 26 shall be final and cannot be reversed at any subsequent meeting.

28. TRUSTEES

- 28.1 All movable and immovable property of the Club shall be under the control of four Trustees, two shall be appointed by the Governing Body (The Governing Body Trustees) and the other two by the Ackerman Family, who shall hold office until their death, resignation, or for Governing Body appointed Trustees may be changed on a resolution of the Governing Body confirmed at the next General Meeting of members. The Ackerman Family Trustees are appointed by the Family as and when required. They undertake to inform the Governing Body and other Trustees of these individuals.
- 28.2 In the event of any such Governing Body Trustee ceasing to hold office, the Governing Body shall have the power to appoint another in his / her stead.
- 28.3 The Governing Body shall also have power to appoint one or two persons as alternate Trustees as the case may be to act in the event of either or both Trustees being unable to act, through illness or absence. These may not be present Governing Body Members.
- 28.4 Subject to Clause 41, the Trustees shall stand possessed of the property of the Club, and shall apply and dispose of the same for the benefit of the

Club in such manner as the Governing Body shall, in conformity with this Constitution, direct.

29. FINANCIAL RECORDS AND STATEMENTS

- 29.1 The Governing Body shall cause full and true records to be kept of the whole of the assets, liabilities, receipts and expenditure of the Club.
- 29.2 At the Annual General Meeting in every year the Governing Body shall place before the members financial statements for the past year, duly audited and signed by the Chairperson and Treasurer showing the financial position of the Club at the last day of the past Financial Year, and a report by the Governing Body.

30. AUDITOR AND AUDIT

- 30.1 An auditor or auditors may be elected at the Annual General Meeting in each year, whose duty it shall be to audit the Club's records. If at any Annual General Meeting no auditor is elected, the previous auditor shall continue in office as if re-elected. Any casual vacancy in the office of Auditor shall be filled by the Governing Body.

No member of the Governing Body may be elected as auditor, but a firm of auditors of whom a member of the Governing Body is a partner or director may be so appointed. The remuneration of the auditor shall be determined by the Governing Body.

- 30.2 The auditor shall have all the usual powers and authorities of an auditor and in particular shall at all reasonable times have access to the books and records of the Club, and may in relation thereto have the right to question the Governing Body, officials or employees of the Club in connection with the books and records.

31. BORROWING POWERS

The Governing Body of the Club is authorised to borrow up to such amount as approved by the members in General Meeting from time to time upon such terms, conditions and security as may by such resolution be determined, failing which on such terms, conditions and security as may by resolution be determined by the Governing Body. The notice convening any meeting shall set out the amount proposed to be borrowed, the purpose for which it is required and the terms and conditions of the borrowings.

32. PROFIT

No profit derived from any source by the Club shall accrue to any member.

33. LIMITATION OF LIABILITY

- 33.1 The liability of any member shall be limited to the amount owed by the member to the Club.
- 33.2 The Club shall have no liability to any member or their guests in respect of any loss or damage of any nature whatsoever, including without limitation in respect of any property which may be lost, damaged or stolen on or from the Club premises or in relation to the death of or injury to any person.

34. ADDRESSES OF MEMBERS

All members shall communicate their physical addresses, contact number and/or email address from time to time to the General Manager in writing/email and any communication addressed to any member at their last known contact address details shall be deemed to have been received by them on the date of posting/sending.

35. RESIGNATION OF MEMBERSHIP AND REINSTATEMENT

- 35.1 A member may resign his membership of the Club by giving notice in writing to the Governing Body.
- 35.2 Notwithstanding resignation as a member, the member shall remain liable for all amounts owing and due by such member, including without limitation their subscriptions to the last day of the year during which their resignation is received.
- 35.3 The Governing Body shall have the power to reinstate, on such condition as it may think fit, a member who has resigned and who has applied to be reinstated.

36. BY-LAWS

The Governing Body shall have the power to make and alter by-laws as it may consider necessary for the well-being of the Club: save that if any proposed new by-law or alteration of an existing by-law curtails or extends the privileges of any membership section of the Club, such by-law or amendment shall only be approved by not less than six (6) members of the Governing Body.

All by-laws shall be found in the Code of Conduct & Disciplinary Rules (addendums attached to this document).

37. MISCONDUCT OF MEMBERS

Should any member, in the opinion of the Governing Body, commit any material breach of this Constitution, or the Code of Conduct of the Club, or be guilty of improper, dishonest or unworthy conduct, or fail to make any payments of monies due to the Club on due date, or be guilty of conduct unbecoming or prejudicial to the interests of the Club, whether

within the Club's premises or outside them, the Governing Body shall have the power:

- 37.1 To expel such member;
- 37.2 To deprive such member of any or all the rights and advantages of his membership during such time or period as the Disciplinary Committee in its absolute discretion may deem fit and advisable;
- 37.3 To call upon such member in writing through the General Manager to resign, and if he fails to resign, within 30 (thirty) days of the date of such request, to expel such member;
- 37.4 To call upon such member to appear before the Disciplinary Committee and there explain his conduct and should such member fail to appear when called upon, to expel or otherwise deal with such member as is provided for in this Constitution.

38. RIGHT OF APPEAL

- 38.1 Any member who is a party to any dispute determined by the Disciplinary Committee as provided for in clause 37.4, or who is expelled or called upon to resign by the Disciplinary Committee, shall have the right to appeal against the decision to the Chairperson of the Governing Body by giving notice to that effect to the General Manager within fourteen (14) days of its decision.
- 38.2 Where a member has been expelled or called upon to resign and an appeal has been lodged. The Governing Body's decision shall remain in abeyance, but the member concerned shall, from the date of such decision until the decision of the Governing Body be obtained, be precluded from all privileges of membership.

39. MEMBERS BOUND BY CONSTITUTION

- 39.1 By signing and lodging with the Governing Body an application form for membership, a candidate shall be taken to accept that in the event of his election by the Governing Body he shall immediately become bound by this Constitution and all other rules and regulations of the Club.
- 39.2 A newly-elected member shall be furnished with a copy of the Constitution, either electronically or in hard copy, when notified of his election but failure to receive such Constitution shall not absolve such member from being bound or release him from his obligations thereunder.

40. INTERPRETATION OF THIS CONSTITUTION AND THE CODE OF CONDUCT

The interpretation of the Governing Body in respect of the meaning of any provision of this Constitution or any provision of the Code of Conduct and the Disciplinary Rules of the Club shall be final and binding upon members.

41. LEGAL PROCEEDINGS

- 41.1 The Club shall be regarded as a legal person capable of owning property for the time being of the Club, and shall as a voluntary association be capable of suing and being sued in any of the Courts of Law of the Republic of South Africa.
- 41.2 The Governing Body shall have power to delegate to one or more of its members full powers and authority to bring or defend any legal proceedings and to sign all necessary documents for that purpose.
- 41.3 The domicilium citandi et executandi of the Club shall be at the office of the General Manager for the time being.

42. INDEMNITY

Members of the Governing Body, and officials of the Club shall not be liable for anything done or omitted to be done in the exercise of their duty or supposed duty unless it was due to their own neglect or willful default and they shall be indemnified by the Club and held harmless for any claim made against them or any loss, damage or liability they may suffer as a result of such exercise unless that liability arose from such willful neglect or default.

43. WINDING-UP

- 43.1 The Club may be wound-up by the resolution of not less than two thirds of votes of the members present in person at a General Meeting of the Club.
- 43.2 The members at a General Meeting shall appoint liquidators who, after the satisfaction of all liabilities, shall, subject to the direction of members be obliged to give or transfer its remaining assets to other clubs, societies or associations with objects similar to those of the Club, which has been approved by the South African Revenue Service as such, subject to the terms and conditions of the deed of donation in respect of such assets and funds as the case may be.
- 43.3 In all matters relating to property purchases, the Ackerman Family has the right to first refusal. Subject to independent evaluation and original title deeds stipulations.

44. SAVINGS CLAUSE

This Constitution shall supersede all other Constitutions together with amendments thereto, but all acts done under and by virtue of any previous Constitution and any amendment thereof shall be valid.

45. CONSTITUTIONAL AMENDMENTS

- 45.1 Any variation or amendment to the provisions of this Constitution shall require the sanction of a two-thirds majority of those present and voting

at a General Meeting of members and thereafter a similar majority of those present and voting at a Special General Meeting.

- 45.2 No variation or amendment shall be considered by any meeting unless and until the proposed variation or amendment has been posted on the Club's notice board for not less than twenty one (21) days prior to such meeting.
- 45.3 Any variation or amendment passed shall be posted on the Club's notice board for a period of one (1) month after such approval.

ADDENDUM 1

Honorary Life Members:

Present

The Ackerman Family
Mr. R.D Ackerman
Dr. A. Ashberg
Mr. C.J. Goldsbury
Mr. D. Liebrecht
Mr. B. Michell
Mr. A Mlangeni
Mr. H. Nachman
Mr. T. Rogerson
Mr. JJ. Saayman
Ms. W. Warrington

Mr. V. Christian
Mr. S. Miller
Mr. B. Muzzell
Mr. G. Taylor
Mr. D. Van Eyk
Mrs. P. Van Heerden
Mr. S. Thomas
Mrs. J. Featonby

Past

Mr. G. Ackerman
Mrs. F. Ackerman
Mr. C.J. Armstrong
Mr. A.G. Barlow
Mr. H. Berman
Mr. P. Binkhorst
Mr. P. Bottome
Mr. I. Chaimowitz
Dr. E.A. Greenwall
Dr. R.M. Greenwall
Mrs. E. Jacobs
Mr. I. Joelson
Mr. A. Joffe
Mr. B. Kernoff
Mrs. E. Kernoff
Mr. R. King
Mr. G.F. Lowings
Mr. D. Lurie
Mr. F. Metter
Mr. C.M. Murray
Mr. M. Pevsner
Mr. A. Potash
Mr. M. Raphael
Mrs. E. Rosenberg
Mr. R.G. Simpson
Mr. B. Singer
Mr. E.S. Steytler
Mr. F. Michael

ADDENDUM 2

CODE OF CONDUCT

Revision Date: 22 February 2020

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Preamble

Describe the purpose, background and contents of the policy.

The Code of Conduct is not intended to create a bureaucratic, regulatory environment, but rather, to promote and enhance our Club Values.

Each section of this Code of Conduct is designed to promote honesty, civility and equality and to serve as a constant reminder to Members to show due consideration to fellow Members, visitors and employees of the Club sharing in our facilities.

Versions of the Guide

In addition to this printed version, this Policy is available online at www.clovelly.co.za

Revision Approval

This revision of the Code of Conduct was approved for publication at the CCC Governing Body Meeting held on 27th January 2020 by the Committee comprising:

S. Thomas	(Chairperson)
W. Good	(Treasurer)
J. Ackerman	(Vice Chairperson)
R. Goveia	
J. White	

And has been endorsed by the Clovelly Trustees:

Mr. R.D. Ackerman, Ms. F. Griffiths, Mr. C.J. Goldsbury, Dr. A. Ashberg

Amendment Submission Contact Details

While every attempt is made to ensure that the contents of this policy are correct and consistent at the time of publication, the changing nature of CCC and the communities that we serve is acknowledged, and as living documents this Policy should and will require correction and amendment from time to time.

Any proposals for amendment of the contents of this policy should be submitted in line with the process described in the standing Constitution in effect at the time of submission of the proposed amendment.

The proposed amendments for this document should be submitted to:

Chairperson at Clovelly Country Club email: clubhouse@clovelly.co.ca and proposed amendments to the policy.

INTRODUCTION

(To be read in conjunction with the Contract of Membership)

The sport and leisure facilities of Clovelly Country Club are there for all our Members to enjoy. With a large membership, it is important to ensure that the use of these facilities is set within guidelines understood by all and for the benefit of all. The purpose of this Code of Conduct is to provide Members with a guide for the sharing and use of these facilities

Our Values:

- **Open to All**
- **Integrity**
- **Respect**
- **Fairness**

A. THE CLUBHOUSES AND SURROUNDS

1. Opening Hours

The clubhouse opens and closes daily at such hours as may be determined by the Club Manager. The use of any portion of the Club premises may, at the discretion of the Club Manager, be closed to Members for particular functions.

Normal Operating Hours are: (subject to change depending on operational requirements)

	LOW (April-October)	Mid (November-December)	High (January-March)
Club House			
Opens	06:45	06:45	06:45
Closes	Depends on daily operational requirements	Depends on daily operational requirements	Depends on daily operational requirements
Bar			
Opens	11:00	11:00	11:00
Closes	Depends on daily operational requirements	Depends on daily operational requirements	Depends on daily operational requirements
Booking Office			
Opens	07:00	07:00	07:00
Closes	17:00	17:00	17:00
Tee Times			
Start	07:15	07:23	07:30
End	13:08	14:00	14:30

2. Children

In keeping with the vision of the Club to provide a family environment, children are welcome. Parents or custodians are requested to ensure that their children adhere to this Code of Conduct at all times.

3. Dress Code

The enjoyment by members and guests of the facilities of the Club as well as its atmosphere, are of importance to the committee and management of the Club.

Clubhouse and Surrounds:

As such it is recognised that strict regimentation of dress is generally unacceptable today and therefore it is undesirable to prescribe specific dress codes for the Clubhouse.

However, even when attire is casual, members and guests are required to be neat and presentable at all times, and ensure that their dress aligns with an environment and Club of our stature.

Course:

The same as above, with certain limitations:

- Recognised Golf shirt or appropriate collared shirt.
- Tailored, conventional shorts or trousers, secured with a belt is preferable. No denim.
- Recognised Golf/Running shoes. Shoes must be closed.

Kindly help us to maintain the desired standard of dress. In appropriate dress shows a lack of courtesy to fellow members and guests.

They accordingly reserve the right to decide whether dress is appropriate or not.

4. Cell Phones & Wi Fi

The discreet use of cell phones is permitted on the Club premises but Members are requested to exercise good manners and consideration to fellow Members. Please ensure cell phones are turned to silent during prize giving.

All cell phones required to be on silent or low vibration both on and off the course. Not to be used near tee boxes and practise areas

5. Club Property

Members should not remove any items such as towels, books, or any other articles from the Club premises. Except with express permission of the General Manager.

6. Members Property and Sports Bags

Members are requested to store their property (in particular, their sports bags) in the locker room, or pigeon holes provided. Sports bags should not be brought into the bar or restaurant areas.

7. Guests and Private Functions

Members are expected to ensure that their guests adhere to this Code of Conduct.

8. The Club Management and Staff

The primary responsibility of the Club employees is to provide excellent service to the Members and their guests and it is imperative that they be treated with courtesy and respect at all times.

9. Damage to Private Property

Due to the fact that the golf course is located in a residential area there is always the risk of damaging someone else's private property. In the event of you damaging property you should report the matter immediately to the Duty Manager. Any damage to property is the liability of the player concerned and **NOT** the Club.

B. MEMBERSHIP AND GUESTS**1. Acceptance of Membership**

After approval of an application for membership, the applicant may not be admitted as a Member of the Club until all amounts due to the Club are paid, and the applicant has signed his/her Contract of Membership and acknowledged receipt of a copy of the Club Constitution and this Code of Conduct. It is noted that Members who act as proposers on New Member applications have a responsibility to ensure the proposed Member is someone befitting a Club of our standing.

2. Responsibility and Liability for Guests

Members are responsible for ensuring that their guests comply with our Code of Conduct and are personally liable for all expenses incurred by their guests at the Club.

3. Disqualified Guests

Without the prior written consent of the General Manager, no Member may introduce anyone as a guest whose presence, in their opinion is

undesirable, or who has been rejected as a Member or suspended or expelled from membership of the Club.

4. Use of the Golf Course

The Club may reserve the Golf Course for any particular competition, Corporate or Sponsored day and may from time to time impose restrictions on the use of the Course or practice areas.

5. Club Golf Competitions

The rules of the R&A Rules Limited shall apply, subject to such local rules as the Golf Manager may decide. On days when the course has been reserved for official Club competitions, Members who have reserved tee-off times are obliged to participate in the competition. The Golf Captain/Golf Manager has the right to decide on the handicap limit for all club competitions.

6. Golf Bookings

A player's name must be entered on the time sheet for every individual on whose behalf a tee-off time is reserved, failing which the reservation will not be valid and the individual tee-off time will be released. If any reserved tee-off time is not cancelled at least 24 (twenty four) hours beforehand, the player(s) whose name(s) have been entered on the time sheet shall become liable for the green fees unless other players take up the tee-off time.

7. Participation in Club Competitions

Only Members holding official SAGA golf handicaps may participate in Club competitions. The Golf Captain / Golf Manager has the discretion to determine the handicap of a person competing in a Club competition who is not handicapped at the Club. Members who have visiting family or guests (with official Club handicaps) may request permission from the Golf Manager to allow such persons to participate with them in a Club competition. Junior Members may also request permission to participate in Club competitions. The Golf Manager's decision shall be final.

8. Green Fees and Competition Fees

Prior to the commencement of play, players are to report to the Pro Shop to pay the applicable fee and to receive a receipt. The receipt must be retained throughout the round and any course marshal or other Club official may at any time request a player to produce such a receipt. Failure to produce a slip may result in the golfer being requested to leave the course. Wednesday afternoon Saturday morning and afternoon competitions, it is compulsory to enter the club competition.

9. Dress (Refer to Dress Code item 3)

All golfers are expected to wear clothing designed primarily for golf. Members are requested to dress appropriately at all times. The Club Management and staff have the authority to insist golfers comply with the dress code.

10. Driveable Golf Carts

The Club has a number of golf carts for hire. No person is permitted to bring any other three or four wheeled cart onto the course without the prior approval of the Golf Manager. In all cases persons using driveable golf carts must have paid a drive cart levy which is determined by the Governing Body from time to time.

11. Driving Range & Practice Facility

Practice may only take place in areas demarcated for such purpose. Practising on the course is not permitted. People using the driving range facility must adhere to the instructions of the range staff.

12. Starting

Players may tee off without their partner. Their tee-off time shall then be at the discretion of the Golf Manager / Starter and may result in players being required to play at the end of the field. Play may start on either the 1st or the 10th tees or as directed by the Golf Manager. The Golf Manager /Starter is authorised by the Club to require that players have sandbags and that they comply with the golfing dress code before teeing off.

13. On-Course Behaviour

Members are requested to have due consideration for all other players who use our facilities. Shouting and use of abusive language is strongly discouraged. All players are responsible for preventing slow play. The Club requests that players are conscientious about raking bunkers, repairing pitch marks, picking up litter and filling in divots. All players are obliged to have sandbags for the repair of divots. Have respect for the course staff, marshal's and other staff they might encounter on the course.

14. Speed of Play

Under normal circumstances a four ball should be expected to complete nine holes within 2 hours and 15 minutes from time of tee off. The halfway interval should not exceed 10 minutes.

15. Scorecards

To facilitate the calculation of competition results, Members are expected to hand in scorecards as soon as they have completed their round. Failure to hand in a scorecard within 15 minutes after the last four-ball has completed the round may, at the discretion of the Golf Manager, result in disqualification. Members are expected to fill in the card correctly including scores and signatures of the players and

markers, and any omission will result in disqualification of the players concerned.

16. Handicapping Policy of Clovelly Country Club

The full handicapping policy and rationale behind it is included in Addendum 6 of this Constitution.

17. Visiting Other Clubs

It is expected that Members will conduct themselves in a proper and dignified manner when visiting other Golf Clubs and abide by their rules and regulations. In the event of misbehaviour on the part of a Member, the Club reserves the right to investigate and if necessary take appropriate disciplinary steps against him/her.

18. Prize Giving

As a courtesy to other competitors, Members should always strive to attend prize giving, especially those Members who have won prizes. Members who win prizes and who do not attend prize giving without an appropriate prior apology to the Captain / Golf Manager, or who persistently fail to attend prize giving may, at the discretion of the Captain / Golf Manager have their prizes declared forfeited. Non-attendance by an individual competitor (or at least one Member of a team) may, at the discretion of the Captain / Golf Manager, result in the automatic loss of any count out if the opponent (or at least one Member of the opposing team) is present. During prize giving the venue falls under the Golf Manager or his designate and Members should respect his requirements regarding bar service and television broadcasts.

NOTE: At all time with related to golf the Captain is the primary person of responsibilities. But they may from time to time relinquish some their duties to the Golf Manager. Any decision made by the Golf Manager must be with consultation the Captain where possible. If not with consultation the General Manager.

ADDENDUM 3

DISCIPLINARY POLICY

Revision Date: 25 August 2014

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Preamble

Describe the purpose, background and contents of the policy.

1. It is necessary for the orderly functioning of Clovelly Country Club that there exist rules to deal with discipline on every terrain of the club.
2. Discipline must have the purpose to admonish and punish members who transgress the relevant rules, constitutions or by-laws and regulations and to ensure through its preventative effects, orderliness within the club.

Versions of the Guide

In addition to this printed version, this policy is available online at www.clovelly.co.za

Revision Approval

This revision of the Disciplinary Policy was approved for publication at the CCC Governing Body Meeting held on 27th January 2014 by the committee comprising:

D. Van Eyk (Chairperson)
W. Good (Treasurer)
J. Badenhorst (Vice Chairperson)
K. Jenkins
Mrs. P. Van Heerden
Miss F. Griffiths

And has been endorsed by the Clovelly Trustees:

Mr. R.D. Ackerman, Ms. F. Griffiths, Mr. C.J. Goldsbury, Dr. A. Ashberg.

Amendment Submission Contact Details

Whilst every attempt is made to ensure that the contents of this policy are correct and consistent at the time of publication, the changing nature of CCC and the communities that we serve is acknowledged and, as a living document, this policy should and will require correction and amendment from time to time.

Any proposals for amendment of the contents of this policy should be submitted to the

Chairperson at Clovelly Country Club email: clubhouse@clovelly.co.ca.

INTRODUCTION

These rules are subject to the relevant provisions of discipline as contained in the constitution of Clovelly Country Club as amended and adopted from time to time.

1. DISCIPLINARY COMMITTEE

- 1.1 The Chairperson of the Governing Body shall constitute the composition of members of any disciplinary or appeals committee. This shall be made up from members from the club's committee's and/or any ordinary member.
- 1.2 The Disciplinary Committee must consist of at least 5 members. The Chairperson of the Disciplinary Committee shall be appointed by the Governing Body Chairperson. The committee so constructed can be changed from time to time at the discretion of the Governing Body Chairperson and the Chairperson of the Disciplinary Committee after consultation with the General Manager.
- 1.3 Should the Chairperson of the Governing Body, after having been informed thereof by any member of the club, be of the opinion that a member of the club has transgressed the disciplinary rules or regulations of the club, they must refer such a member for discipline by the Disciplinary Committee.

2. TRANSGRESSIONS

- 2.1 Alleged transgressions are brought to the attention of the Chairperson of the Governing Body committee, in writing, by any person having knowledge thereof by handing it in to:
 - (1) any member of any committee and or any ordinary member of the Club;
 - (2) any other person appointed for that purpose by the Disciplinary Committee;
 - (3) the General Manager/Golf Manager
- 2.2 Specific transgressions

Should any member in the opinion of the Disciplinary Committee commit any willful breach of the Constitution, Rules, Code of Conduct and regulations or discipline of the club or be guilty of improper, dishonest, unsportsmanlike or unseemly conduct or of conduct which is prejudicial to the interest or good name of the club whether within the bounds of the club or outside, such behavior shall constitute a transgression which shall warrant discipline in terms of these rules.

3. PROCEDURE TO BE FOLLOWED BY THE DISCIPLINARY COMMITTEE IN THE EVENT OF A HEARING.

- 3.1 The Chairperson of the Disciplinary Committee informs the transgressor in writing of his alleged transgression and that he is to appear at a certain time before a Disciplinary Committee. This happens by way of a charge sheet wherein the transgression is to be stated in broad terms. No information in respect of the merits of the case is to be made known to the Disciplinary Committee beforehand.
- 3.2 A member is to receive at least 7 (seven) days' notice of his disciplinary hearing, Saturdays, Sundays and public holidays to be included.
- 3.3 Should an accused member having received proper written notice of his hearing be absent or fail to remain present during the hearing, the said hearing may be held or continue in his absence.
- 3.4 At the beginning of a disciplinary hearing, the Chairperson of the Disciplinary Committee must;
- (1) inform the accused fully about his alleged transgression;
 - (2) ask him to either admit or deny his alleged transgression.
- 3.5 Should the accused admit his alleged transgression, the Disciplinary Committee may find him guilty immediately after having satisfied themselves that all the elements of the said transgression have been fulfilled and that the accused is in fact guilty, where after he may be sentenced without hearing evidence.
- Notwithstanding the above, witnesses may be called by the Disciplinary Committee as well as the accused with a view of determining a proper sentence and evidence may also be led in this regard.
- 3.6 Should the accused deny the alleged transgression, the proceedings are to be as follows:
- (1) the Disciplinary Committee may call witnesses and cross-examine them;
 - (2) witnesses who have already testified may be called back and may be cross examined, otherwise evidence may also be allowed by way of affidavits and/or documentary and/or relevant evidence and this may be taken into account by the Disciplinary Committee;
 - (3) after the Disciplinary Committee has heard evidence, it allows the accused reasonable opportunity to question the witnesses and/or to put questions to them in respect of the affidavits, documentary and other relevant evidence.
- 3.7 After all such evidence has been heard, the accused is allowed the opportunity, should he choose to do so, to lead his own evidence, call witnesses and should he wish testify himself, this must happen first, i.e. before witnesses are called who may be cross examined by the Disciplinary Committee.
- 3.8 After all evidence has been heard, the Disciplinary Committee allows the accused the opportunity to address the committee in respect of the

question whether he is guilty of the said transgression or not. In entertaining such question, the Disciplinary Committee only takes into account the evidence heard by the committee at the hearing. A decision whether the member is in fact guilty of the alleged transgression is taken by way of majority vote in the absence of the accused.

- 3.9 The Chairperson must inform the accused of the Disciplinary Committee's decision. In the event of the accused being found guilty, he must be informed that he can lead evidence and/or call witnesses to determine a proper sentence and that he may address the Disciplinary Committee in respect thereof.
- 3.10 The Disciplinary Committee thereafter takes into account a proper sentence in the absence of the accused where-after the Chairperson informs the accused of a proper sentence after having come to an agreement thereto within the Disciplinary Committee.
- 3.11 During any disciplinary hearing, the secretary, appointed by the General Manager in agreement with the Chairperson must take minutes of the proceedings of the hearing.
- 3.12 Should members of the club act as complainants in respect of transgressions, they have the same rights to lead evidence and prove their cases against other members in respect of transgressions as contained in the above provisions in respect of procedure.

Any member who is accused of any transgression may be represented during such a disciplinary hearing by another member of the club, or for any person under eighteen by his parents or legal ward. The accused must be informed of such right when the charge sheet is handed to him by the Chairperson of the Disciplinary Committee before a disciplinary hearing is to be held.

4. BOOK OF DISCIPLINE

The Disciplinary Committee must have a book of discipline wherein the following is to be noted:

- (1) the date and time at which the Disciplinary Committee holds its hearings and the members of the committee;
- (2) the full names and surname of the accused as well as his membership details;
- (3) a description of the nature of the alleged transgression with specifics in respect of the time and place at which the alleged transgression has taken place.
- (4) the names and surnames of witnesses;
- (5) the finding of the Disciplinary Committee (guilty or not guilty);
- (6) the penalty that was given in respect of the specific transgression;
- (7) the transgressor must at the end of a hearing and having been informed of the finding of the Disciplinary Committee sign the

book of discipline or communicate electronically he acknowledges their finding.

- (8) the Chairperson of the Disciplinary Committee must no later than one day after the finalization of a disciplinary case inform the Chairperson of the Governing Body of the result thereof and the contents of the book of discipline must be made known to the Chairperson of the Governing Body.
- (9) the book of discipline is to be held by the General Manager and any member of the Governing Body may at any time view the contents thereof.

5. SUSPENSION AND EXPULSION

- 5.1 If any act, omission or the conduct of any member either on or beyond the Club precincts be, in the opinion of the relevant Disciplinary Committee, such as to prejudice the character, good order, welfare, or good name of the Club, the relevant Disciplinary Committee shall have the right either to suspend such member from the use of the amenities of the Club for such period as it deems fit, or to request such member to resign from the Club or to terminate the membership of such member.

6. APPEALS

- 6.1 A member, who has been sanctioned by the Disciplinary Committee, in terms of clause 3 may, within fourteen days of the disciplinary hearing request in writing to the Chairperson of the Governing Body to convene a meeting of the Governing Body to consider his appeal. At such meeting the Governing Body shall afford such member a reasonable opportunity of disproving, explaining or justifying his conduct.

After considering the application made by the member, the Disciplinary Committee may:

- 6.1.2 install a period of suspension; or
- 6.1.3 reinstate the member; or
- 6.1.4 request the member to resign; or
- 6.1.5 terminate the membership of the member.
- 6.2 If a member who has been requested to resign fails to do so, he will be expelled from the Club and the member's current subscriptions shall be forfeited.
- 6.3 An appeal duly noted in accordance with the foregoing shall, pending the determination of the appeal, have the effect of suspending the operation of the Disciplinary Committee's decree of expulsion but pending the decision of the appeal the member concerned shall be regarded as suspended from all privileges of membership, and he shall not, say for the purpose of attending a Disciplinary meeting to which

he has been invited and which has been convened to decide his appeal, be permitted to enter the Club precincts.

7. AMENDMENTS

- 7.1 These are the disciplinary rules in respect of discipline of Clovelly Country Club and may be amended only by a two-thirds majority of the Governing Body of the club;
- 7.2 It is the duty of the Chairperson of the Disciplinary Committee to see to it that these rules are amended and updated from time to time as and when it becomes necessary. With consultation of the General Manager and Chairperson of the Governing Body.

ADDENDUM 4

Agreement for Co-operation of Raymond Ackerman Golf Academy (RAGA)

Between
Clovelly Country Club
and
Raymond Ackerman Golf Academy

1. Participating bodies

- a) Clovelly Country Club as the land owner of the facilities and property used by RAGA, represented by the Chairperson of the Governing Body of the club.
- b) Raymond Ackerman Golf Academy, represented by Jonathan Ackerman, Chairman of the Raymond Ackerman Golf Academy Trust. Public benefit organization number 930036623.

2. Basic understanding of collaboration (to be read in conjunction with section 6 "financing ")

- a) All RAGA students are granted free membership of the Club. This membership is limited to 35 students. It is RAGA's responsibility to pay for affiliation fees and handicap cards.
- b) Contracted tutors or facilitators of RAGA who charge for services rendered on an hourly rate are not eligible for free membership.
- c) Past Students (Alumni) have the privilege of free membership until the age of 24. Alumni should make every effort to continue to play either socially or competitively at Clovelly, unless circumstances such as overseas study, overseas travel or unforeseen circumstances do not allow this. RAGA employees through the continual monitoring of the Alumni will make every effort to encourage and support this continual participation.
- d) Staff who are full time employees of RAGA receive free membership and green fees of Clovelly Country Club. This number is limited to 3 memberships at any given time. It is RAGA's responsibility to pay for affiliation membership and handicap cards.

3. Co-ordination between parties

- a) Both parties shall name one person to be the coordinator between both parties. (For Clovelly this shall be the General Manager and RAGA the Academy Director.)
- b) The two coordinators shall be responsible for the exchanges of information between the involved groups and shall jointly agree upon joint activities.
- c) The Academy Director forms part of Clovelly Country Club management structure and thus is required to attend monthly management meetings.
- d) The Academy Director should uphold and promote the name of Clovelly as the management should uphold and promote the name of RAGA. It is agreed that RAGA is a department of Clovelly Country Club and not a separate entity despite RAGA administering and governance upheld by the Ackerman Family Foundation.
- e) Clovelly governing body is entitled to review the audited annual financial statements. A copy will be provided each year upon sign off by the Auditors and Chairman of RAGA. The Chairperson, the General Manager and Golf Manager of Clovelly will be invited as guests to the annual RAGA Trustee meeting.
- f) Any dispute that may be unresolvable between the Academy Director and General Manager shall be brought to the attention of the Governing body for resolution. The Chairman of RAGA must be in attendance to assist with resolution of any dispute.

4. Activities

- a) The objectives of RAGA require that in the nurturing and development of students, the Academy Director may be required to provide golf tuition to outside persons such as businessman, VIP's, sportsmen and donors. This tutoring allows these persons to interact and serve as role models to the RAGA students. No financial gain is received by the Academy Director in any way whatsoever. Any proceeds that arise from the tuition carried out is for the direct benefit of RAGA.

This tuition is limited to the occasional golf lesson or golf clinic and on-course playing with student's assistance. Should the parties involved wish to continue golf as a sport the Academy Director will provide those details to the Club Professional to institute further tuition by one of the teaching professionals of Clovelly.
- b) The annual RAGA golf day forms part of the Club's festival week. The Club provides a charity golf rate for the use of the golf course for the day and staff support. The Academy will provide a meal for the staff involved on the day.
- c) The RAGA may have the use of the functions room at Clovelly at no cost provided it is booked well in advance and is available.

- d) All club junior golfing activities, competitions and tournaments involve all eligible RAGA students as they form part of the junior section of Clovelly.

5. Duration

This agreement will be reviewed every three (3) years by the two parties. This will take place in the month of November.

6. Financing

Clovelly does not contribute financially to the running of RAGA but gives the use of its facility in lieu of financial aid known as a "donations in kind".

a) Building

RAGA is granted the use of the range building facility as office and classroom for staff and students, the upkeep, cleaning and maintenance of the building.

b) Membership

Academy students are granted FREE membership to Clovelly Country Club and junior golf membership.

Staff permanently employed are granted FREE Country Club membership and those who play golf, free golf membership. This number is limited to 3 memberships at any given time.

c) Range Use

Academy students are granted FREE membership as a junior range member with unlimited balls for practice.

Staff permanently employed are granted FREE adult range membership with unlimited balls for practice.

d) Admin support

RAGA is granted use of Clovelly office infrastructure (e.g. photocopying, printing, etc.) to the approximate value of R 6000 per annum.

e) Green Fees

Staff permanently employed are exempt of paying a green fee as are academy students.

f) RAGA Golf Day

RAGA has full use of the Club facilities and course once a year at charitable rates.

g) Insurance cover and public liability

RAGA utilizes Clovelly insurance cover which includes basic public liability.

7. Communication

RAGA has a notice board in the main clubhouse for its use and is requested to keep this board up-to-date for members and visitors information of events and activities taking place within RAGA.

RAGA also has the use of providing newsletter information for the clubs weekly newsletter and information that can be added to the Chairperson's quarterly newsletter to its members.

This information can be submitted to the General Manager.

8. Renewal of agreement

This agreement can be changed or extended at any time if both contractual partners agree to do so.

ADDENDUM 5

Golf Section

1. Participating sections

- 1.1 Male golf playing members shall be styled the "Men's Golf Section of Clovelly Country Club".
- 1.2 Female golf playing members shall be styled the "Womens' Golf Section of Clovelly Country Club".
- 1.3 Junior golf playing members (under eighteen years) shall fall under the appropriate Section. Junior golf programs shall be under the control of the Golf Manager, with input from both sections regarding their members.

2. Rules of Men's Golf Section

- 2.1 This section shall be styled the "Men's Golf Section of Clovelly Country Club".
- 2.2 The Office Bearers shall consist of a Captain, a Vice-Captain and TWO additional members, all of whom together shall form the Committee, THREE shall form a quorum. The Captain (and in his absence the Vice-Captain) shall be the Chairman. The Chairperson, Vice-Chairperson and the Treasurer of Clovelly Country Club shall be ex officio members of this Committee and shall be entitled to vote at all committee meetings.
- 2.3 The Captain, Vice-Captain and members of the Committee shall be elected at the Annual General Meeting of the Golf Section by playing members and shall hold office until the next Annual General Meeting.
- 2.4 Nominations for the Golf Committee must be signed by the Proposer and the Secunder and be accompanied by the consent in writing of the candidate nominated. They must reach the General Manager, and be displayed on the club notice board, one week before the Annual General Meeting. Nominations for Captain and Vice-Captain may be received from the floor at the Annual General Meeting of the Golf Section. These must be duly seconded and the consent of the nominee obtained either at the meeting or previously in writing.
- 2.5 Casual vacancies in the Committee may be filled by the Committee who shall also have the powers to co-opt additional members. In the event of a member of the Committee being absent from three consecutive Committee meetings without leave, his seat must be

declared vacant and the Committee shall proceed forthwith to appoint another member to fill the vacancy.

- 2.6 A 'Playing Member' shall be any full male member of good standing of the Club who has an official Club Golf Handicap or is registered as a Golf Member.
- 2.7 All disputes affecting golfing members, the playing of the game or the interpretation of these rules, shall be settled by the Committee which shall also have the power to deal with any member with the regard to misconduct on the Golf Course. The Committee's decision with regard to misconduct shall be subject to the approval or otherwise of the Governing Body of Clovelly Country Club.
- 2.8 Annual General Meetings of which no less than 14 days' notice shall be given, shall be held prior to the Club Annual General Meeting. The Special General Meetings may be held whenever the Committee shall deem fit or upon receipt by the General Manager of the written requisition signed by ten playing members of the Golf Section of the Club, and shall be held within 14 days of such requisition. Ten playing members present and competent to vote shall form a quorum for any General Meeting. The General Manager shall give not less than seven days' notice in writing and posted on the Club's Notice Board of any Special General Meeting save that for which the meeting was called. Only playing members shall be entitled to vote at General or Special Meetings.
- 2.9 The Committee shall make such rules as it may deem fit for the holding of the Committee meetings and its method of transacting business and such rules when duly minuted and confirmed shall be binding upon the Committee until repealed or altered.
- 2.10 No rule of the Golf Section shall be altered or repealed at the Annual General Meeting unless notice thereof in writing be handed to the General Manager 7 days before the date of such meeting and it be notified to members only by positioning on the Notice Board.
- 2.11 The Committee shall have power to frame rules for the control and payment of caddies and members shall observe rules.
- 2.12 Complaints by a playing member against the behavior of another member on the Golf Course, or any other complaint of whatsoever nature will not be entertained by the Golf Committee unless the complaint is reduced to writing and lodged with the General Manager within four days of the happening which gave rise to the said complaint.

- 2.13 The Rules of Etiquette governing the playing of the game of Golf shall be those recognized by the R & A Rules Limited, subject to such local by-laws as may from time to time be made by the Committee.
- 2.14 Members are required to observe all rules and etiquette of the game and all members shall be deemed to have knowledge of the Golf Rules and to have agreed to be bound thereby.
- 2.15 These rules are to be applied in conjunction with the Constitution of Clovelly Country Club.

3. Rules of "Womens' Golf Section".

- 3.1 This section shall be called the "Womens Golf Section of Clovelly Country Club"
- 3.2 The Office Bearers shall consist of a Captain, Vice-Captain, Honorary Treasurer, Honorary Secretary, League Secretary, Tournament Secretary and Tuesday Co-Ordinator. Three members shall form a quorum.
- 3.3 The Captain, Vice-Captain and members of the Committee shall be elected at the Annual General Meeting of the Womens Golf Section and shall hold office until the next Annual General Meeting. Outgoing Committee members may offer themselves for re-election.
- 3.4 Nominations for the Ladies Golf Committee must be signed by the Proposer and the Secunder and must be confirmed in writing by the nominee. Only playing members may be nominated. Nominations must reach the General Manager, and be displayed on the Club notice board, at least two weeks before the Annual General Meeting. Should insufficient nominations be received prior to the Annual General Meeting, nominations may be received from the floor at that meeting.
- 3.5 Casual vacancies in the Committee may be filled by the Committee who shall also have the power to co-opt additional members. In the event of a Committee member being absent from three consecutive Committee meetings without leave, their seat must be declared vacant and the Committee shall proceed forthwith to appoint another member to fill the vacancy.
- 3.6 A 'Playing Member' shall be any full female member of good standing of the Club who has an official Club Golf Handicap or is registered as a Golf Member.
- 3.7 All disputes affecting Lady Golf Members, or the interpretation of these rules shall be settled by the Committee which shall also have

the power to deal with any member accused of misconduct on the Club premises in accordance with the Code of Conduct of the Club.

- 3.8 Annual General Meetings, of which no less than 14 days' notice shall be given, shall be held prior to the Club Annual General Meeting. Special General Meetings may be called by the Committee or upon receipt by the Honorary Secretary of a written requisition signed by at least ten playing members of the Ladies Section of the Club and shall be held within fourteen days of the receipt of such requisition. Ten playing members present and competent to vote shall form a quorum at any General Meeting. Only playing members shall be entitled to vote at a General Meeting.
- 3.9 The Committee shall make such rules as it may deem fit for the holding of Committee Meetings and its method of transacting business and such rules when duly minuted and confirmed shall be binding upon the Committee until repealed or altered.
- 3.10 The Lady members shall be bound by the Rules and Etiquette governing the playing of the game as laid down by the R & A Rules Limited and local rules and by-laws as may from time to time be instituted by the Club.
- 3.11. These rules are to be applied in conjunction with the Constitution of Clovelly Country Club.

ADDENDUM 6

SCORING AND HANDICAP POLICY

The following document, applicable to all members, outlines Clovelly Country Club's policy for matters relating to scoring and handicapping, and has been formulated with specific reference to the SAGA Handicapping Manual.

1. Scoring and Score Entry

1.1 Scores should be entered at any SAGA Handicap Terminal every time a round is played, no matter where the round is played, provided such round can be verified by a playing competitor. It is the player's responsibility to ensure that all his/her scores are entered accurately and timeously. A score should be entered within 72 hours of the completion of a round. Where it is not possible to enter a score at a SAGA Handicapping Terminal, alternative means are permissible, which include:

- a. Having the score entered by the player's home club.
- b. Entering the score online at www.handicaps.co.za.
- c. Entering the score through a cellular phone application.

The period of 72 hours is taken from 21:00 on the day of play to 21:00 three days later. Scores not returned during this period, will result in a penalty score, computed by the HNA system, being entered on the player's behalf. Such scores shall not be deleted or modified by the player's home club, unless exceptional circumstances warrant such action.

1.2 Scores not to be entered

Scores made under the following conditions are not acceptable for handicap purposes and should not be entered in the player's scoring record:

- a) When the score cannot be ratified by a playing partner or competitor;
- b) When the types of clubs are limited (as in a competition in which only iron clubs are allowed);
- c) When the round played includes the use of "Mulligans";
- d) Competition Match Play Rounds;
- e) When more than one ball is used;
- f) When the course is not officially rated;
- g) When the player uses non-conforming clubs, balls or tees.

2. Maintenance of an accurate SAGA Handicap Record

2.1 Fair handicapping depends upon full, accurate information of a player's ability as reflected by their scores. All golfers should make sure that their scores, whether good or bad, are recorded. Incomplete records lead to unfair handicaps. Proper handicap records, maintained by the SAGA Handicap System, are essential to the correct computation of a SAGA Handicap. Should a player persist in not maintaining an accurate handicap record, disciplinary measures may be applied by Clovelly's Handicap Committee.

3. The Role of the Handicapping Committee

3.1 Clovelly's Handicap Committee is a group of at least two members of Clovelly's Club Committee who are responsible for the monitoring and revision of all handicaps at Clovelly. The Handicapping Committee is responsible for the equitable application of all handicap rules and controls which includes a responsibility to ensure that the following points are adhered to:

- all scores must be correctly and timeously captured and returned.
- omitted and un-entered scores that would have resulted in a handicap decrease for a player are entered as penalty scores and the handicap for that player shall immediately be recalculated.
- particularly high (or low) scores in non-competition rounds, or rounds played away from Clovelly, contributing to handicap re-calculation are reviewed and the handicap re-calculated omitting these scores.
- repeated good scores by a player are properly reflected by an appropriate reduction in handicap.
- to ensure that the spirit of the system is upheld and that any perceived manipulation of handicaps be thoroughly investigated and suitable disciplinary measures applied to proven offenders.

3.2 Disciplinary Action

The Handicapping Committee will, after every club competition round, review scorecards signed for by members and compare them to the scores entered by the player on the SAGA Handicap Terminal.

If the Handicapping Committee becomes aware of a score/handicapping discrepancy then it will follow the following disciplinary procedure:

First Offence:

Letter from Club Captain informing player that a score/handicapping discrepancy has been noted by the Handicap Committee. The incorrect score will be corrected by the Club and recorded on the player's HNA profile.

Second Offence:

Letter from Club Captain informing player that a second score/handicapping discrepancy has been noted by the Handicap Committee. The score will be replaced with a penalty score, this will be equal to the player's best score out of their last 20 rounds recorded on the player's HNA profile (as per the limitations set out by the HNA Manual).

Third Offence:

On receiving their third letter regarding a score/handicapping discrepancy a member will be asked to appear before the Handicap Committee to explain his or her actions, with the possibility of further disciplinary action being taken.

An offence shall prescribe after 3 years.

OTHER DISCIPLINARY ACTIONS

- If there is a variance of more than 4 shots between a score recorded in a competition and a score entered for handicapping purposes this will amount to an immediate third offence and the Member will be asked to appear before the Handicap Committee to explain his or her actions, with the possibility of further disciplinary action being taken.
- If a Member fails to enter an exceptional score (being a net 67 or less), this will be deemed to be a second offence.
- Depending on the nature of the offence, the Handicapping Committee may, at its discretion, arbitrarily reduce or increase the handicaps of players. The Handicap Committee is empowered in such circumstances to determine the extent of adjustment based on the limitations of the 'Freeze' function as defined in the SAGA Handicap Manual.
- In cases of a prolonged period of exceptional performance, without a corresponding reduction in handicap, the Handicapping Committee reserves the right to apply rule 12.4.2 of the SAGA Handicapping Manual at their discretion and apply a manual change to a player's handicap.
- In exceptional circumstances, the Handicapping Committee may, after following due process, withdraw the handicap of a player for a period not exceeding 3 months.

In an extreme case of non-cooperation by a Member, the Club may withdraw a Member's handicap or expel the Member from the Club.