



PECANWOOD  
ESTATE  
HOMEOWNERS ASSOCIATION

## GOLF COMMITTEE

## CONSTITUTION

# PECANWOOD ESTATE HOMEOWNERS' ASSOCIATION NPC

<b>Recommended:</b>	Golf Committee
<b>Recommendation date:</b>	08 April 2024
<b>Approved:</b>	Board of Directors
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## 1. Introduction

This document records the governing rules, Membership, the golfing activity and related provisions associated with the Pecanwood Golf and Country Club.

## 2. Definitions

In this document, unless the contrary meaning is clear from the context of this document, the following terms herein shall have the following meaning:

A reference to the masculine shall include the feminine gender and the singular shall include the plural and vice versa;

- 2.1. **“AGM”** refers to the Annual General Meeting of the Golf Club convened in terms of this Constitution and held annually;
- 2.2. **“Board”** refers to the Board of Directors of Pecanwood Estate Homeowners Association NPC”;
- 2.3. **“Club”** refers to the Pecanwood Golf Club as a division of the Company and includes all activities associated with a Golf Club, its personnel, it’s management and all persons involved in the administration of the golfing activity;
- 2.4. **“Club Captain”** refers to the Golf Member elected at the AGM as per this Constitution;
- 2.5. **“Club Management”** refers to the person or persons employed by the Company to run the day-to-day management and administration affairs of the Golf Club;
- 2.6. **“Company”** refers to Pecanwood Estate Homeowners Association NPC, registration number 1997/012330/08;
- 2.7. **“Code of Conduct”** refers to the Code of Conduct as published and amended from time to time by the Golf Committee, which is the set of rules applicable to all members, guests and visitors using the facilities of the Club;

- 2.8. **“Estate”** refers to the whole of the land comprising Pecanwood Estate, including the golf course, driving range, Clubhouse, the Company buildings, Boat Club, all other sporting facilities, roads, servitudes and privately-owned property of owners within the social boundaries of the land demarcated as such;
- 2.9. **“Full Member”** means a Member in Good Standing of a Membership category who is entitled to vote at the AGM as well as the Company (if applicable). A Full Member has full playing privileges and is entitled to play in the Annual Club Championships, Knock-out Competitions, Club Majors and can represent the Club in League Matches and Golden Bear Trophies;
- 2.10. **“Golf Committee”** means the Members of the Golf Committee who are elected annually by the Members at the AGM;
- 2.11. **“Golf Committee Chairman”** refers to the Committee Member elected by the Committee at the first meeting following the AGM in the position of Club Chairman;
- 2.12. **“Golf Director”** means the person appointed by the Board to act as Golf Director of the Golf and Country Club, who is overall responsible for the management of the Club golfing operations and is an *ex officio* Member of the Committee.
- 2.13. **“Good Standing”** means the person shall have paid every levy, subscription and other sum, if any, which shall be due and payable to the PHOA in respect of or arising from his/her Membership of the PHOA and the Club;
- 2.14. **“Ladies Club Captain”** refers to the Golf Member elected at the AGM as per this Constitution;
- 2.15. **“Member”** means any Member of the Club in any Membership class or category;
- 2.16. **“Men’s Club Captain”** refers to the Golf Member elected at the AGM as per this Constitution;

- 2.17. **“Notice”** means the transmission of information by the Club via any widely acceptable communication method to contact Members on the contact details supplied by the Members;
- 2.18. **“PHOA”** refers to the Company; and
- 2.19. **“Rules of the Estate”** means the set of rules approved and amended by the Company from time to time and which rules apply to the Estate, all residents and golfers, visitors or persons entering the Estate for whatever purpose.

In the event of doubt as to the meaning of any clause in this document or any rule made in terms of this document, the interpretation of the Board shall be binding upon its Members and the Club.

### **3. Introduction**

- 3.1. The Club shall exist as a business unit of PHOA but supported in Golf Club activities by the Golf Committee.
- 3.2. Financial controls and authorities will remain solely vested in PHOA as set out in the Company’s Memorandum of Incorporation (“MOI”).
- 3.3. Should any of the provisions of this Constitution, the Code of Conduct, or the Rules of the Estate conflict with the provisions of the MOI, the provisions of the latter shall prevail.

### **4. Rules of golf, amateur status and equipment standards**

- 4.1. The Club accepts and is bound by the Rules of Golf and The Rules of Amateur Status together with such amendments or additions as may from time to time be adopted by the R&A and USGA and the decisions which it may from time to time take on the interpretation of the Rules of Golf, The Rules of Amateur Status and Equipment Standards.
- 4.2. The Club is constituted and governed subject to the conditions and rules of the South African Golf Association (“SAGA”), Women’s Golf South Africa (“WGSA”) and Northwest Golf Union (“NWGU”). Membership of the Club implies the acceptance of any ruling of these bodies on any matters referred to them for decision.

## **5. Responsibilities**

The main object of the Club is to provide exclusive social and recreational amenities and facilities for the Members of the Club and Members of the PHOA. In its purpose to achieve the main objective, the Club have, *inter alia*, the following ancillary objectives and powers:

- 5.1. Encourage, promote, foster and support all aspects of the game of golf and the Club amongst all Members of the Club and the public and Members of the PHOA.
- 5.2. Manage and control all golfing activities within the Estate.
- 5.3. Consider strategic proposals to increase Membership and agree in principle with the proposal before it is submitted to the Board for approval.
- 5.4. Provide input to the proposed operational and capital budget on matters applicable to the Committee.
- 5.5. Identify revenue generating initiatives, collect or raise money on behalf of the PHOA, *inter alia* by subscriptions, joining fees, contributions, levies, entrance fees, green fees, golf cart rentals and sponsorship to ensure the continued viability of the Club and to contribute to the cost of developing and maintaining the Golf Course.
- 5.6. The Golf Committee will advise and make recommendations to the Board related to:
  - 5.6.1. Improvements;
  - 5.6.2. Additions;
  - 5.6.3. Upgrades to the facilities; and
  - 5.6.4. Evaluate service provider performance.
- 5.7. Do all such lawful things as are incidental or conducive to the attainment of all or any of the above objectives.

## **6. Privileges, rights, liabilities and indemnities**

- 6.1. Members of the Club are entitled to the use of the facilities of the Club, subject to any restrictions imposed by the Board and the Conduct Rules. The use of certain facilities may be subject to a fee being charged by the Club or the Board as the case may be.

- 6.2. The Club is an income earning business, which business is conducted and controlled by the Company. Membership of the Club does not and shall not give any Member a right, title, interest, claim or demand to any of the monies, property or assets of the Club or the Company, but only confers upon such Member the right and privilege of entering in and upon the grounds and erections of the Estate, and to use and enjoy the facilities of the Club in accordance with the purpose for which it is intended and subject to this Constitution, the Rules of the Club (Annexure A) as amended from time to time, the Rules of the Estate (Annexure B) as amended from time to time, the MOI of the Company (Annexure C) as amended from time to time and also such restrictions and changes as the Board may from time to time impose.
- 6.3. Members and guests shall comply with the provisions of this Constitution, the Conduct Rules hereto, the MOI of the Company as well as all the rules of the Estate, with which they shall familiarize themselves.
- 6.4. In the event of a conflict between this Constitution, the Conduct Rules, the Rules of the Estate and the MOI of the Company, the latter shall prevail. In any matter not dealt with in any of these documents referred to in 6.4, the decision by the Board will be final.
- 6.5. The individual Members shall not be liable for the debts, contractual obligations or any other liabilities of the Club or the Company and their liability shall be limited solely to the amount due by them in respect of their outstanding subscriptions or other monies payable in terms of this Constitution and the Conduct Rules.
- 6.6. This Constitution may be amended by the Board in consultation with the Golf Committee at any time when and to the extent required by the Board.
- 6.7. The indemnities provided for in the MOI of the Company shall apply *mutatis mutandis* to any liability of the Club, any Member of the Golf Committee and co-opted committee Members, the Club Director or any employee of the Club may incur in respect of a Member of the Club.

## **7. Membership**

- 7.1. Membership of the Club shall be determined by the Board and the Golf Director and will comprise the classes of Membership as published or stipulated from time to time by the Board. and/or the Golf Director.
- 7.2. Members acknowledge that their Membership of the Club is for a continuous 12-month calendar year.

7.3. A golfer may also become a member during the financial year and would be liable for the pro-rata fees for that year.

## **8. Admission of Golf Members**

8.1. All Members of the Company, spouse or partner in a civil union and immediate family, shall automatically qualify for admission of Membership of the Club, subject to any restrictions.

8.2. Any other prospective Member other than a Member of the Company, shall apply for Membership in writing by completing the prescribed application form which together with the entrance and subscription fee payable, shall be handed to the Golf Director.

8.3. The Golf Director, Club Chairman, or the Club Captains or any Member of the Golf Committee designated to do so, shall have the right to interview the prospective Member. The Golf Director shall ensure that the past Membership/s of any other Club or Clubs of the prospective Member are verified to confirm the applicant's Good Standing before such interview takes place.

8.4. Approval of Membership shall be granted at the discretion of the Golf Committee following the interview process, which approval shall not be unreasonably withheld.

8.5. Once approval has been granted, the prospective Member shall make payment of the applicable joining and subscription fee. Benefits of Membership will be available upon receipt of the said fees by the Club.

## **9. Resignation of Members**

9.1. Early termination of Membership shall incur the prescribed penalty as determined by the Board from time to time.

9.2. Annual resignation as a Member from the Club must be in writing and addressed to the Director of Golf and must be received by the Club by no later than the last business day of the month in which the Membership expires, failing which the Member will be liable for the subscription for the ensuing financial year.

9.3. Where a Membership has lapsed, a Member must re-apply for Membership by again completing the prescribed application form. Such Members shall be liable to repay any joining fee as well as annual subscription fees and undergo the outlined notice period referred to in clause 8.4 and 8.5.

## **10. Obligations of the Member**

10.1. Members are obliged to:

- 10.1.1. at all times strictly adhere to the Rules of the Estate, the MOI of the Company and the Conduct Rules;
- 10.1.2. pay their Membership fees, affiliation fees and all charges relating to their Membership as determined by the Board, promptly;
- 10.1.3. refrain from engaging in any conduct which may be prejudicial to the interests or reputation of the Club, the Company or the Estate;
- 10.1.4. conduct him or herself in a manner becoming of a golfer whilst making use of the Estate and the Club's facilities;
- 10.1.5. strictly adhere to and comply with golf etiquette, proper on course/off-course conduct;
- 10.1.6. respect fellow golfers and Members and residents of the Estate and their property;
- 10.1.7. comply with instructions issued by any golf and security officials of the Estate;
- 10.1.8. treat all Members of Management and Staff, Club and the Company in a respectful and courteous manner;
- 10.1.9. notify the Club Director timeously of any change in contact details and address in writing; and
- 10.1.10. refrain from late cancellation of tee time bookings or not show up for play when booked. (Booking privileges may be restricted as a result hereof);

10.2. The SAGA Handicap system applies strictly. It is the responsibility of each individual Member to ensure that his/her adjusted gross score is entered timeously after each round and/or adhere to the Club's Local Handicap Rules(Annexure D).

## **11. Suspension/termination of Membership**

Membership may be terminated or suspended by the Golf Committee at its discretion if the Member:

- 11.1. fails to remain in Good Standing; or



- 11.2. the Disciplinary Committee finds that such Member committed an offence while partaking in a golfing activity or a serious breach of the Code of Conduct or the Rules of Golf.

## **12. Joining fees, annual subscriptions and payment of accounts**

- 12.1. The joining fee and annual subscriptions applicable to Membership class and type shall be recommended annually by the Golf Committee and approved by the Board.
- 12.2. Subscription fees for the following year will be invoiced to Members by the Company.
- 12.3. All subscriptions shall be paid annually in advance and on or before 30 days after the Company's new Financial Year has started. Members acknowledge that their Membership of the Club is for a continuous calendar year.
- 12.4. A golfer who becomes a Member during the course of the year shall be liable for the pro rata fees for that year.
- 12.5. A Member who has not paid their subscription within one month after it became due and payable, shall be advised in writing that his Membership is terminated and such a Member, should they be interested in reapplying for Membership, such Member shall follow the procedure prescribed in clause 7.
- 12.6. Any Member who during the year changes their category of Membership shall become liable for any increase in subscription for the remaining period but will only be entitled to any decrease for that unexpired portion of the financial year of the Club at the sole discretion of the Board.
- 12.7. Members shall not be entitled to any rebate of or reduction of subscription fees by reason of absence of any kind or for any reason, provided however, that the Board on recommendation from the Club Chairman may in its absolute discretion in the case of continued illness or infirmity of a Member, or in exceptional circumstances, waive any part of the subscription fees.
- 12.8. Joining and subscription fees are not refundable under any circumstances.

### **13. Annual general meeting (“AGM”)**

- 13.1. The Company’s Company Secretary will be responsible for the administration and process relating to the AGM.
- 13.2. The AGM shall be held annually at a date and time as determined by the Board in conjunction with the Golf Committee.
- 13.3. Notice of an AGM shall be given not less than 21 (twenty-one) calendar days prior to the date of the meeting.
- 13.4. Notice of the following shall be given not less than 7 (seven) calendar days prior to the date of the AGM:
  - 13.4.1.1. agenda of business to be conducted at the AGM;
  - 13.4.1.2. any motions received; and
  - 13.4.1.3. a list of nominations received to fill vacancies on the Golf Committee.
- 13.5. The Golf Committee Chairman, and in his or her absence, the Lady or Men’s Club Captain, as the case may be, and failing them a Member of the Golf Committee or the Director of Golf, shall serve as Chairperson at the AGM.
- 13.6. The quorum for an AGM shall be 18% of the total Membership base who are in Good Standing with the Company and are fully paid-up Members of the Club will be entitled to vote. If such quorum is not present at the time appointed for the meeting, the meeting shall stand adjourned for 7 (seven) days as per Clause 14.1 of the MOI.
- 13.7. No business other than that for which due notice has been given shall be transacted at the AGM and only Members present in person at the AGM shall be allowed to participate in the business of the meeting.

### **14. Proxies**

- 14.1. A voting Member may appoint another person, or the chairperson of the meeting to be a proxy and to vote on such Members behalf.
- 14.2. The Notice to Members convening any meeting shall state that a Voting Member is entitled to appoint a proxy to attend, participate and vote at the meeting in the place of the Member and the form of proxy will be attached to the Notice.

- 14.3. The form of proxy shall indicate that a Voting Member nominating a proxy shall deliver the proxy form signed by the Voting Member nominated proxy no less than 24 hours before the scheduled time for the meeting.
- 14.4. A proxy given for any particular Meeting may be exercised at any postponement of such meeting.
- 14.5. A proxy cannot be appointed in the event the proxy is not in Good Standing.

## **15. Business to be conducted at the AGM**

- 15.1. The business to be conducted at the AGM shall *inter alia* include but not be limited to:
  - 15.1.1. the reading of the Notice convening the AGM;
  - 15.1.2. confirming the minutes of the previous AGM and recording of any matters arising;
  - 15.1.3. receiving the Club Chairman's Annual Report on the activities of the Club for the period under review;
  - 15.1.4. receiving the Director of Golf's report on related Club matters;
  - 15.1.5. electing the Golf Committee;
  - 15.1.6. dealing with motions proposed and adopt resolutions concerning the affairs of the Club, not of a financial nature, of which due notice has been given; and
  - 15.1.7. at the discretion of the Chairperson, deal with motions raised from the floor for which no due notice has been given in the prescribed format.

## **16. Voting Rights**

- 16.1. Only full Members over the age of 18 (eighteen) years who are in Good Standing shall be entitled to vote at the AGM.
- 16.2. The Chairperson shall not have a casting vote in addition to his or her deliberate vote.
- 16.3. Voting on motions shall be done by show of hands but shall be by ballot taken if it is so requested by the Chairperson of the meeting.
- 16.4. The voting for the election of the Committee Members, the Ladies Club Captain or Men's Club Captain as the case may be, shall be by ballot.

- 16.5. Ballot papers shall only be issued to Members in Good Standing. When any ballot is necessary, the Chairperson shall appoint two Company staff members present to scrutinize and count the ballots.
- 16.6. Members may not vote for more Members as there are vacancies available and Members may not cast more than one vote for any candidate.
- 16.7. Where two or more candidates have received an equal number of votes, the Members present shall elect one of the candidates by means of a further ballot paper.
- 16.8. A Member can also vote by proxy.
- 16.9. .
- 16.10. The form appointing a proxy shall be in writing under the hand of the appointer.
- 16.11. In the event the number of Members nominated equal the number of vacancies, a vote will not be required, and the Chairperson will declare at the Meeting those nominated Members as elected Members to the Golf Committee.

## **17. The Golf Committee Formation and Meetings**

- 17.1. The Golf Committee shall consist of a maximum of 7 members and not less than:
  - 17.1.1. The Club Chairman
  - 17.1.2. The Men's Club Captain;
  - 17.1.3. The Ladies Club Captain; and
  - 17.1.4. Four additional Members.
  - 17.1.5. In addition, four *ex officio* Committee Members shall include:
    - 17.1.5.1. PHOA *ex officio*;
    - 17.1.5.2. Golf Director;
    - 17.1.5.3. PHOA nominated Director; and
    - 17.1.5.4. The existing appointed supplier to maintain the golf course.

- 17.2. All Committee Members will have voting rights, with the exception of the ex officio Members and the Company Secretary.
- 17.3. A Member who fails to remain in Good Standing will automatically be suspended from the Committee.
- 17.4. The Club Chairman shall in conjunction with the PHOA nominated Director
- 17.5. and Golf Director assign portfolios to the Committee Members.
- 17.6. The Golf Committee Chairman, Men's Club Captain and Ladies Club Captain will serve office for a period 2 years but may make themselves available for re-election.
- 17.7. The remaining Golf Committee Members shall serve office for a period of one year but may make themselves available for re-election.
- 17.8. If any Member of the Committee resigns or vacates office before the expiry of such committee Members term of office, the remaining Members may co-opt any Voting Member to fill the vacancy.
- 17.9. The Golf Committee shall meet monthly or at least 10 times annually.
- 17.10. Meetings may be held in person or via electronic means.
- 17.11. A minimum of at least 51% of Committee Members who are entitled to vote shall be required at meetings where a decision or recommendation is to be adopted.
- 17.12. All recommendations and decisions of the Golf Committee shall, as far as possible, be made by consensus. In the event of no consensus being reached, decision making will be made by a simple majority of votes of those present. The Chairperson of the Committee will not have a casting vote.
- 17.13. The PHOA Company Secretary shall maintain an attendance register and shall minute proceedings, decisions and recommendations of the meetings.
- 17.14. Minutes of the Committee meetings shall be circulated 14 (fourteen) days to all Members of the Golf Committee and to the Board.
- 17.15. The Golf Director shall attend the meetings of the Golf Committee and shall provide feedback to the Golf Committee on all matters applicable to the Club on behalf of the Company.

- 17.16. Any Golf Committee Member who is absent for more than 3 (three) consecutive meetings without leave, shall cease to be a Committee Member.

## **18. Election of the Golf Committee**

- 18.1. The Golf Committee Members referred to in clause 17, shall be elected at the AGM and shall hold office as per clause 17 above from date of election.
- 18.2. Golf Committee Members shall be eligible for re-election.
- 18.3. Nominations of candidates who are to be elected as Golf Committee Members shall be in writing, signed by two Members of the Club as proposer and seconder, as well as the nominee, indicating acceptance, and shall be delivered to the office of the PHOA Company Secretary and posted on the notice boards of the Club, at least 7 calendar days prior to the date of the next AGM of the Club.
- 18.4. Only voting Members are eligible to be nominated as Golf Committee Members.
- 18.5. If more candidates are nominated than the number of vacancies, the election shall be by ballot at the AGM.
- 18.6. Ballot papers shall only be issued after the verification of Membership at the start of the AGM.
- 18.7. Members of the Club voting for the election of the Golf Committee shall be entitled to cast any number of votes as stipulated in clause 17.1 above.
- 18.8. The ballot boxes shall be under the control of the Golf Committee Chairman or nominee who shall open them and count the votes in the presence of two scrutinizers nominated at the AGM and who shall not include any nominees.
- 18.9. Where two or more candidates have received an equal number of votes, clause 16.7 will apply.
- 18.10. The Golf Committee Chairman, Men's Captain and Ladies Captain shall hold office with effect from the AGM at which they took office, unless specifically required by the majority of Members at the AGM and the newly appointed committee.
- 18.11. Members will only vote for Committee Members, the Mens Club Captain and the Ladies Club Captain. The Committee will vote for the Club Chairman.

## **19. Responsibilities of the Golf Committee**

The Golf Committee shall:

- 19.1. Adjudicate upon and settle disputes between Members pertaining to the rules of golf, rights, privileges and duties of any Member, submitted in writing.
- 19.2. Receive any written complaints from Members and exercise their discretion as to whether such complaint should be referred for mediation or to the Disciplinary Committee for further steps in accordance with the Code of Conduct.
- 19.3. Manage the NWGU Leagues, including identifying and appointing responsible League Captains, management of funds within the approved league budget, selection of teams and the dress code.
- 19.4. Appoint sub-committees to assist the Committee in arranging any matters pertaining to golf, fund raising, sponsorship, arrangement of competitions, social matters etc.
- 19.5. Enforce the local rules.
- 19.6. Appoint such representatives and delegates as it may deem necessary to liaise with and attend NWGU meetings on behalf of the Club and to give feedback to the Committee.
- 19.7. Co-opt further Members if deemed necessary.
- 19.8. Assist with the development of Junior Golf at the Club within the approved budget.
- 19.9. Shall assist the Director of Golf to determine the closure of the course for competitions, matches, tournaments, course maintenance or otherwise.
- 19.10. Assist with prizes, fundraising and arrangement of sponsorships in liaison with Club management.
- 19.11. Assist in arrangement of competitions for e.g. Club Championships, Club Majors.
- 19.12. Assist with potential actions for the improvement of the spirit of the Club.
- 19.13. Liaise with the Director of Golf in relation to the Club's diary.

- 19.14. Assist with the AGM of the Club.
- 19.15. Make recommendations to the Board and/or the Director of Golf regarding the variation or altering of any rules of the Club concerning dress code, etiquette, local rules, course set-up, method of scoring, starting times.
- 19.16. Any other function requested by the Board or included in the Golf Committee Terms of Reference or Delegation of Board Authority documents as amended from time to time.

## **20. Special General Meeting**

- 20.1. The Company's Company Secretary will be responsible for the administration and process relating to the Special General Meeting.
- 20.2. A Special General Meeting may be called by the Golf Committee or 20% of the total Voting Members whenever they deem it fit to adopt a specific resolution or decide on any matter or special motion as may be required.
- 20.3. Notice of the following shall be given not less than 7 (seven) calendar days prior to the date of the Special General Meeting and will include:
  - 20.4. Agenda of business to be conducted at the Special General Meeting;
    - 20.4.1. the details of any specific resolution to be adopted or special motion to be decided upon at the Special General Meeting.
- 20.5. The provisions of clause 13.3, 15.16 and 17 shall apply *mutatis mutandis* to the proceedings of the Special General Meeting;
- 20.6. The minutes of any Special General Meeting held prior to the AGM, shall be included in the Agenda of the AGM for approval and the provisions of clause 15.1.2 shall apply *mutatis mutandis* to such minutes.

## **21. Procedure where the Golf Committee refers a complaint for mediation**

- 21.1. Upon receipt of a written complaint by a Member against another Member, and, if in the discretion of the Golf Committee:
  - 21.1.1. the complaint is of such a nature that it does not require referral to the Disciplinary Committee;
  - 21.1.2. the parties agree that the complaint be adjudicated; and



- 21.1.3. the Golf Committee is of the opinion that it is in the best interests of the Club and its Members that the matter so be dealt with, appoint a representative of its choice to act as mediator to informally meet with the complainant and the affected Members within 14 days in order to mediate a settlement of the complaint.
- 21.2. The representative shall notify the Golf Committee in writing within 14 days from referral of the matter to him or her whether the complaint has been settled or not.
- 21.3. Where the complaint has not been settled, or if the complainant or the affected person requests that the matter be referred to the Disciplinary Committee, the Disciplinary Committee shall convene and follow the procedure set out in clause 22 below.

## **22. The Disciplinary Committee**

- 22.1. The Disciplinary Committee shall be responsible for the enforcement of all the rules including the Disciplinary Code as published from time to time.
- 22.2. The Disciplinary Committee shall be appointed by the Board and on a case by case basis. The Board shall have the right to nominate any number of additional persons, who are not directors of the Board, to the Disciplinary Committee to ensure governance, independence and impartiality at any meeting or hearing.
- 22.3. The Members of the Disciplinary Committee shall elect a member of the Disciplinary Committee to chair the meeting.
- 22.4. The Disciplinary Committee shall be entitled to impose upon Members any penalty or sanction in respect of non-compliance or other breach of the obligations imposed upon Members in terms of this Constitution and/or the Conduct Rules as published from time to time.
- 22.5. The Disciplinary Committee shall be responsible for the mediation and enforcement of penalties with regards to the Conduct Rules.

## **23. Disclaimer of Liability**

All persons entering the Company and/or the Club's premises or using the Company and/or the Club's facilities do so at their own risk and all such persons must be responsible for their own safety and for the care of their belongings. Neither the Club nor the Board or the Company, its employees, agents or contractors shall be liable for any injuries (including loss of life) incurred by such persons or loss or damage to their belongings, whatever the cause.

#### **24. Alterations to the Constitution**

- 24.1. This Constitution shall not in any way be rescinded, amended, altered or added to except for the following procedure:
  - 24.1.1. The proposed amendment shall be recommended by the Golf Committee to the Board for approval.
  - 24.1.2. Should the proposed amendment be passed by the Board then the amendment shall be effective from the date the resolution is passed by the Board.

#### **25. Notices and Special Notices**

- 25.1. The Club shall transmit Notices to Members via any acceptable and commonly used communication channels. This means of communication is currently via email but may change from time to time.
- 25.2. Whilst email is used as the means of communication:
- 25.3. The Club shall transmit Notices to Members to email addresses provided by them. This transmission shall be regarded as sufficient notice to each individual Member.
- 25.4. Members shall notify the Director of Golf in writing any change in contact details and email address.
- 25.5. The Notice transmitted by email to a Member at his email address shall be deemed to have been received by the Member on the date of transmission, or if transmission is made out of normal business hours, on the first day following after the day of transmission.

### **Annexure A: Rules of the Club**

**Annexure B: Rules of the Estate**



**Annexure D: Club's Local Handicap Rules**