WESTLAKE GOLF CLUB

INDEX TO CONSTITUTION

Updated on 25 October 2023

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† Amended as per SGM on 25 October 2023

DEFINITIONS

The following words and phrases shall have the following meaning and interpretation:

The Club:	Westlake Golf Club, a recreational club of separate and independent legal status established for the purpose of obtaining the objectives contained herein.
The Members:	Refers to the active playing, handicapped and voting members of the Club i.e. Life, Full Playing, Five Day, Graduate and Platinum members but shall include Life Non-Playing members.
Five Day members:	5 Day members
Trustees:	‡There shall be two categories of Trustees namely: Executive Trustees: Shall be the Captain, Vice-Captain and Honorary Treasurer, sometimes referred to as the Officers of the Club or Office Bearers. Non-Executive Trustees: Shall be four members of the Club duly elected and who shall not form part of the Committee
AGM:	Annual General Meeting of the Club held once a year usually in November.
SGM:	Special General Meeting of the Club called for a specific purpose.
General Meetings:	Refers to SGM's and/or AGM's
The Committee:	Captain, Vice-Captain & Honorary Treasurer plus 6 others in whom (Club or Main Committee) vests the general management of the Club.
The Commissioner:	shall mean the Commissioner for the South African Revenue Services
The Income Tax Act:	shall mean the Income Tax Act No. 58 of 1962 or any amendments thereto from time to time
The Manager: (or Club Manager)	General Manager of the Club as appointed by the Committee.
Bye-Laws:	Regulations relating to day-to-day issues as decided by the Committee from time to time. Found in the annual Club diary.
Financial Year:	The period commencing 1st September and ending 31st August the following year.
Membership Secretary:	Employee of the Club whose responsibility it is to look after the administration of new applicants, waiting lists, transfers and correspondence with the members etc.
Membership fees: (Annual fees)	Refers to Annual subscriptions plus Prepaid green fees.
Subscriptions:	Annual contribution payable each financial year by every member of the Club towards the general upkeep and administration of the Club.
Prepaid green fees:	Annual charge payable by the first day of every financial year by all handicapped members of the Club in lieu of green fees for rounds

‡ Amended as per SGM on 25 October 2023

played regardless of the number of rounds actually played.

Entrance fees: Once off payment payable on successful admission to the Club.

WESTLAKE GOLF CLUB

CONSTITUTION

Updated on 25 October 2023

1. NAME

1.1. The Club shall be called" WESTLAKE GOLF CLUB".
1.2. The crest shall be an Egret above crossed golf clubs.
1.3. The Club colours shall be Navy Blue, Red and Silver.

2. OBJECTIVES OF THE CLUB

The objectives of the Club are:

2.1 As its principal objective to provide, in a non-profit manner, social and recreational amenities and facilities for playing the game of golf and enjoying the fraternity of fellow players.
2.2 To preserve the spirit and traditions of the game of golf and to protect its interests.
2.3 To organise competitions between the members, to arrange matches against other golf clubs and societies, and to participate in official leagues and fixtures.
2.4 To provide such amenities as may be desired in the interest of the members.
2.5 To further and safeguard the interests of the Club.
2.6 To belong to such bodies and associations to enable the Club to fulfil its obligations.
2.7 To welcome visiting golfers
2.8 To promote the game of golf amongst all communities. Treating all persons equally and without favouring or discriminating against any particular group or individual person.
2.9 To carry out all activities in a non-profit manner.

3. TRUSTEES OF THE CLUB

[§]The Trustees of the Club shall be the three Executive Trustees (Captain, Vice-Captain, Honorary Treasurer) and four Non-Executive Trustees.

4. COMMITTEE

4.1 [**]The general management of the Club shall be vested in a Committee of ten elected from the voting members of the Club, and shall consist of the Executive Trustees excluding Non-Executive Trustees and seven other members one of whom must be a female representing women's golf and one a male, representing men's golf whom shall all be elected every year at the AGM and shall hold office until the next AGM. In addition to the power granted to it in this Constitution, the Committee shall have the power generally to administer and manage the affairs of the Club.
4.2 The Committee shall have the right to appoint one or more of its members to sign all documents on behalf of the Club.
4.3 The Committee shall meet at least once each calendar month and may remove from its number any member who is absent from three consecutive monthly meetings without previously obtaining leave of absence.
4.4 At all meetings of the Committee five persons shall form a quorum. The Captain, and in his absence the Vice-Captain, shall be chairman, and in the absence of both the Captain and Vice-Captain, the members present shall appoint a chairman for the meeting.
4.5 The Committee at its first meeting after an AGM may appoint such sub-committees as may be deemed necessary, including finance, greens, house and tournaments committees.
4.6 The Trustees must appoint a general manager who need not be a member of the Club, and who shall not be a member of the Committee, to attend to the day-to-day management and administration of the affairs of the Club including all matters relating to personnel. The following matters may not be delegated to the General Manager:
4.6.1.1 powers relating to the long term (greater than one year) financial obligations of the Club
4.6.1.2 the signing of contractual obligations other than day-to-day operational contracts
4.6.1.3 any matter relating to membership.
4.6.1.4 purchasing of fixed assets and incurring capital expenditure outside delegated authorities.

[§] Amended as per SGM on 25 October 2023
[**] Amended as per SGM on 25 October 2023

4.7 The general manager shall attend all monthly committee meetings in an ex officio capacity and report to the Committee at these monthly meetings. [††]The general manager shall take minutes of all committee and sub-committee meetings and present the Committee members and Trustees with the minutes thereof within five days of such meeting being held. In the event of the general manager being unable to attend a meeting, a senior member of staff appointed by the general manager shall attend such meeting to take the minutes.

4.8 All acts done by the Committee 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 Committee in their individual capacities shall incur no liability in respect of such, other than their liability as members of the Club.

5. ELECTION OF OFFICERS OF THE CLUB

5.1 The Officers of the Club shall be elected at an AGM subject to the following:

5.1.1 [‡‡]The Trustees including Non-Executive Trustees of the Club and the Committee members shall be elected at the AGM. They shall hold office until the next AGM.

5.1.2 [§§]The Captain and Vice-Captain shall be eligible for election for only one further term in their present posts. Thereafter the Captain shall retire but is eligible for election to Committee or Non-Executive Trustees and after a period of two years for election as an officer of the Club. The Vice-Captain is eligible for election as a Committee member or a Trustee of the Club but in the latter case only in the position of Captain or Honorary Treasurer.

5.1.3 The Honorary Treasurer shall be eligible for re-election.

5.1.4 The President and any Vice-President shall be nominated by the Committee. The number of Vice-Presidents shall be limited to three.

5.1.5 The President shall hold office for a maximum of three consecutive years where after he shall retire.

5.1.6 Retiring officers of the Club, eligible for re-election, are eligible for such re-election without nomination and a list of such persons standing for re-election at an AGM shall be posted at the Club at least fourteen days before the AGM.

5.2 Nominations for new office bearers shall be sent in writing to the Manager of the Club and shall be posted at the Club seven days before the AGM. Voting members of not less than two years standing shall be at liberty to nominate an eligible candidate. Such nominations shall bear the written acceptance by the nominees.

5.3 If at the AGM more candidates for any post or posts are proposed than the number of vacancies available, the election to the vacant post or posts shall be by ballot. If two or more candidates for a post obtain equal votes, then a further ballot shall be held between them to determine which of those candidates shall be elected. In the event of a further equal vote, the chairman of the meeting shall select by lot from such candidates, the candidate to fill the post.

[***] 5.4 The Committee may co-opt a member to a Sub Committee if a specific expertise is required or exceptional circumstances make this necessary.

5.5 The Officers of the Club shall not have any direct or indirect beneficial interest in any ongoing contractual relationship with the Club.

5.6 No person who is an un-rehabilitated insolvent shall hold any office in the Club.

6. MINUTES

Full and correct minutes of all general and Committee meetings shall be kept and shall be confirmed in the case of General Meetings, at the next General Meeting, and in the case of a Committee meeting at the next Committee meeting.

7. ANNUAL AND SPECIAL GENERAL MEETINGS

7.1 **Annual General Meeting (AGM)**

7.1.1 The AGM of the Club shall be held within three months of the financial year end for the purpose of:

7.1.1.1 receiving the report of the Committee and Management on the general affairs of the Club and the duly audited financial statements for the financial year end,

7.1.1.2 electing the Office Bearers and Presidents for the ensuing year,

7.1.1.3 appointing an Auditor for the ensuing year and approving his remuneration for the past year,

7.1.1.4 dealing with any other matters placed on the agenda by the Committee.

[††] Sentence added as per SGM on 25 October 2023

[‡‡] Amended as per SGM on 25 October 2023

[§§] Amended as per SGM on 25 October 2023

[***] Former clause 5.4 removed and paragraph 5 renumbered as per AGM on 25 October 2023

7.1.2 At least thirty days prior to the AGM, members may submit in writing items proposed to be included in the agenda.

7.1.3 Formal notice of the AGM incorporating the agenda and any special business or resolution to be submitted to the meeting, together with report of the Committee and financial statement for the past year, shall be posted or mailed electronically to all members at least fourteen days before the meeting.

7.1.4 The minutes of the previous AGM shall be open to inspection by members during the fourteen days prior to the AGM.

7.1.5 Voting members of the Club shall be entitled to vote at AGMs and SGMs of the Club, with differential voting rights as follows:

Honorary Life, Life, Life Non-Playing and Full members:	3 votes each
Graduate members:	2 votes each
Five Day and Platinum members	1 vote each

7.1.6 At all AGMs, sixty members present and entitled to vote shall form a quorum, and no business shall be transacted at any meeting unless a quorum be present. Unless a quorum be present within thirty minutes of the advertised time for such a meeting, the meeting shall stand adjourned to the same day of the following week and at the same time, or if such a day is a public holiday, to the next succeeding day. No new notice of such adjourned meeting need be given. At any such adjourned meeting sixty members present and entitled to vote shall form a quorum, and no business shall be transacted at any meeting unless a quorum be present. Unless a quorum be present within thirty minutes of the advertised time for such a meeting, the meeting shall stand adjourned to the same day of the following week and at the same time, or if such a day is a public holiday, to the next succeeding day. No new notice of such adjourned meeting need be given.

†††7.1.7 Members who are eligible to vote, shall be entitled to vote by way of a Written Proxy Vote in a format to be drafted by the General Manager and made available to members on request. Members making use of a Proxy Vote shall only be permitted to do so where a member is unable to attend the meeting due to illness, in terms of legislation being prevented from attending the meeting, or any other reasonable grounds approved by the Trustees.

The member exercising a proxy is only permitted to nominate one other member to vote on his behalf at the meeting. To exercise a proxy vote a member has to apply in writing to the General Manager for permission to utilise a proxy vote, at least 72 hours prior to the meeting. A member may only exercise one proxy vote on behalf of another member. The written proxy vote shall clearly state the member's vote in favour of or against motions and decisions tabled before the meeting.

A member represented by way of a proxy vote shall not be considered in calculating the required members present to form a quorum at the meeting, but shall be regarded as being present and entitled to vote at the meeting.

7.2 **Special General Meetings (SGM)**

7.2.1 The Trustees or Committee may call a SGM of the Club at any time on giving at least fourteen days notice to all members, specifying for what objects the meeting is called. Any decision duly constituted, passed or defeated at a SGM may not be rescinded or re-nominated for a period of three months from the date of the SGM.

7.2.2 The Committee shall be bound to call a SGM within thirty days after receiving a requisition signed by at least sixty members of the Club, entitled to vote at such meetings, specifying the objects for which the meeting has been called.

7.2.3 The Committee shall be bound to call a SGM to deal with an appeal by a suspended member in terms of Clause 18.7. No other resolutions may be placed on the agenda. All evidence to be presented to the SGM must be made available to the members at least seven days prior to the date on which such meeting is to take place. Evidence which has not been made available for inspection shall not be considered. The members present and entitled to vote can overturn the decision of suspension by a two thirds majority.

7.2.4 In terms of these rules the objectives of the SGM require special notice; a SGM shall be called by posting on the Club Notice Board, not less than fourteen days before such meeting, a notice specifying the time and date of the meeting and the proposed resolutions.

††† Paragraph added as per AGM on 15th November 2021

7.2.5 The minutes of SGMs held during the previous twelve months shall be open to inspection by members during the fourteen days prior to the AGM

7.2.6 At all SGM's, sixty members present and entitled to vote shall form a quorum, and no business shall be transacted at any meeting unless a quorum be present. Unless a quorum be present within thirty minutes of the advertised time for such a meeting, the meeting shall stand adjourned to the same day of the following week and at the same time, and if such a day is a public holiday, to the next succeeding day. No new notice of such adjourned meeting need be given. At any such adjourned meeting sixty members present and entitled to vote shall form a quorum, and no business shall be transacted at any meeting unless a quorum be present. Unless a quorum be present within thirty minutes of the advertised time for such a meeting, the meeting shall stand adjourned to the same day of the following week and at the same time, or if such a day is a public holiday, to the next succeeding day. No new notice of such adjourned meeting need be given.

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7.2.7 No matters other than those set forth in the Notice of Meeting shall be dealt with at a SGM, and no material amendment to a proposed resolution contained in such motion shall be moved unless notice thereof shall have been sent to the Manager six days before such meeting and shall have been posted on the Club's Notice Board not less than four days before such meeting. The ruling of the Chairman as to whether an amendment is material or not shall be final.

‡‡‡7.2.8 Members who are eligible to vote, shall be entitled to vote by way of a Written Proxy Vote in a format to be drafted by the General Manager and made available to members on request. Members making use of a Proxy Vote shall only be permitted to do so where a member is unable to attend the meeting due to illness, in terms of legislation being prevented from attending the meeting or any other reasonable grounds approved by the Trustees.

The member exercising a proxy is only permitted to nominate one other member to vote on his behalf at the meeting. To exercise a proxy vote a member has to apply in writing to the General Manager for permission to utilise a proxy vote, at least 72 hours prior to the meeting. A member may only exercise one proxy vote on behalf of another member. The written proxy vote shall clearly state the member's vote in favour of or against motions and decisions tabled before the meeting.

A member represented by way of a proxy vote shall not be considered in calculating the required members present to form a quorum at the meeting, but shall be regarded as being present and entitled to vote at the meeting.

8. CLUB CONSTITUTION AND BYE-LAWS

8.1 Constitution

8.1.1 Every member shall be bound by the Constitution and rules of the Club.

8.1.2 If any doubt or dispute shall arise, other than at a General Meeting, as to the proper construction or interpretation of any of the clauses in the Constitution or Bye-Laws of the Club, the matter or question shall be referred to the Committee, whose decision shall be final, unless reversed at a General Meeting by at least two-thirds of the members present and eligible to vote.

8.1.3 If such doubt or dispute should arise at a General Meeting of the Club and a Committee meeting cannot be readily convened, then the Chairman of the Meeting may rule on the interpretation.

8.2 Changes to the Constitution

8.2.1 The Constitution may be amended from time to time by the members in a General Meeting, provided that at least fourteen days notice of amendment, deletion or addition has been given to the voting members. A Copy of the amended Constitution will be sent to the South African Revenue Service for tax purposes.

8.2.1.1 Such notice shall be given in writing and posted to the member's last recorded postal or electronic mail address in the Club's records,

8.2.1.2 The accidental omission to give notice of any meeting, which is required to be given in writing, to any member entitled to vote shall not invalidate the proceedings at that meeting.

8.2.1.3 The notice need not include the detail worded amendments; however these must be posted on the Club's notice board at least fourteen days prior to the General Meeting.

‡‡‡ Paragraph added as per AGM on 15th November 2021

8.2.2 Such amendments, deletions or additions are passed by at least two-thirds of the number present and entitled to vote at the General Meeting.

8.2.3 The Committee shall ensure that a copy of the constitution, amended pursuant to sub-clause 8.2.2 shall be submitted to the commissioner.

[§§§]8.2.4 Wherever in this Constitution a matter is to be decided upon by at least two-thirds of the votes of the members present and entitled to vote at the Meeting, in determining the number of votes cast, a member shall have the number of votes as determined in Clause 7.1.5 of the Constitution

8.3 **Bye-Laws**

8.3.1 Every member shall be bound by the Bye-Laws of the Club.

8.3.2 The Committee shall have the power to make, alter and rescind Bye-Laws as they may consider necessary for the well being of the Club. Bye-Laws proposed may not conflict with any provisions framed under the Constitution or the Rules of Golf.

8.3.3 The Bye-Laws shall be available in the Club for the information of members and any amendment made by the Committee must be posted on the Main Notice Board for a period of one month.

8.4. **Administration**

8.4.1. The administration of the Club shall be conducted in accordance with the policies and procedures decided upon by the Committee from time to time.

8.4.2. These policies and procedures will be recorded in a Policies & Procedures manual. Each entry in this manual will be cross-referenced to the Committee meeting at which the policy/procedure was decided or amended.

8.4.3. No policy or procedure may conflict with any provision of the Constitution.

8.4.4. The Policies and Procedures Manual shall be available for inspection by the Club's members in the administration offices at any time during normal office hours.

8.4.5. The application of the policies and procedures will be subject to internal audit as provided for in this Constitution.

8.4.6. The internal audits shall be carried out either by any one or more of the Committee members or any suitably qualified person/s whom they may appoint. If any outside party is used for these purposes then their fees will be for the account of the Club.

8.4.7. The frequency and subject of internal audits shall be at the option of the Committee.

8.4.8. The Club's Policies and Procedures Manual shall form the basis of the internal audits.

9. AUDITOR

9.1 The annual financial statements shall be audited.

9.2 The auditor shall be appointed at each AGM.

9.3 A casual vacancy in the office of auditor shall be filled by the appointment of an auditor by the Committee and shall hold office until the next AGM.

9.4 A Charted Accountant in public practice shall only fill the office of auditor.

10. MEMBERSHIP

10.1 The membership of the Club shall consist of the following Annual Memberships: Honorary Life, Life, Honorary, Full Playing, Life 5 Day, 5 Day, Platinum, Graduate, Junior, Student, Prentice, Reciprocal, Country, Seasonal, Non-Playing, Associate and Social Memberships as set out below:

10.1.1 **Honorary Life Membership**

A member of the Club who has been elected to Honorary Life membership at a General Meeting in recognition of special services rendered to the Club, entitling the member to all the privileges of a Full Playing member without payment of annual subscriptions, but subject to the provisions of the Constitution.

10.1.1.1 Nominations for Honorary Life membership shall only be made by the Committee and shall be included in the agenda of a General Meeting.

10.1.1.2 Honorary Life Member – Non-Playing: Has all the terms and conditions of an Honorary Life Member but does not pay prepaid golf fees and is not handicapped.

[§§§] Paragraph added as per AGM on 18th November 2013

10.1.2 **Life Member**

A Life Member shall be a member over the age of fifty five years with twenty one years as a Full and / or Platinum member and/or a member who originally was a Platinum member, has since converted to either Full or Five Day A membership and has since converted back to a Platinum member and who has made payment in terms of clause16 of this Constitution. Such member has the right to vote at General Meetings in terms of the Constitution of the Club.

10.1.2.1.1 No person becoming a member after the 31st August 1992 shall be eligible to become a Life member.

10.1.2.1.2 Life Member – Non-Playing: Has all the terms and conditions of a Life Member but does not pay prepaid golf fees and is not handicapped.

[****]10.1.2.1.3 ~~**Life Five Day 'A' Member**~~

[††††]10.1.2.1.4 **Life Five Day Member**

A member, duly elected, who shall be entitled to the same right of use of the Club amenities as Life members except that: -

(i) they shall not be entitled to play on Saturdays;
(ii) they shall pay green fees on Sundays at a tariff determined by the Committee from time to time;
(iii) they shall not be eligible for Cup competitions that are played on weekends

10.1.3 **Honorary Member**

10.1.3.1 A person who shall be invited and elected to membership by the Committee for such reason and under such terms as the Committee shall determine.

10.1.3.2 Such election shall not be for more than one year, but the Committee in its discretion may renew the privilege from year to year.

10.1.3.3 Such members shall be entitled to make full use of the amenities of the Club without payment of subscription.

[‡‡‡‡]10.1.3(A) **Limited 'D' Member**

A Member, duly elected, whose annual subscription shall include the entitlement to play 12 (twelve) rounds during that Financial Year and who shall be required to pay for all further rounds at a green fee determined by the Committee from time to time, and who shall: -

10.1.3(A).1 be entitled to 1 (one) vote at General Meetings;

10.1.3(A).2 not be entitled to play on Wednesday afternoons or on Saturday or on Sunday mornings;

10.1.3(A).3 not be eligible for Cup competitions.

[§§§§]10.1.3(B) **Limited 'E' Member**

A Member, duly elected, between the ages of 41 (forty one) to 45 (forty five) years old inclusive, whose annual subscriptions shall include the entitlement to play 20 (twenty) rounds during that Financial Year and who shall be required to pay for all further rounds at a green fee determined by the Committee from time to time, and who shall: -

10.1.3(B).1 be entitled to 1 (one) vote at General Meetings;

[****] Paragraph added as per SGM of 18 September 2019
[††††] Paragraph added as per SGM of 18 September 2019
[‡‡‡‡] Paragraph added as per SGM of 26 June 2019
[§§§§] Paragraph added as per SGM of 26 June 2019

10.1.3(B).2 not be entitled to play on Wednesday afternoons and Saturdays without the prior approval of the Club Captain;

10.1.3(B).3 not be eligible for Cup competitions.

*****10.1.3(C) **Limited 'F' Member**

A Member, duly elected, between the ages of 36 (thirty six) to 40 (forty) years old inclusive, whose annual subscriptions shall include the entitlement to play 20 (twenty) rounds during that Financial Year and who, shall be required to pay for all further rounds at the green fee determined by the Committee from time to time, and who shall -

10.1.3(C).1 be entitled to 1 (one) vote at General Meetings;

10.1.3(C).2 not be eligible for Cup competitions."

10.1.4 **Full Playing Member**
A member, duly elected, who shall be entitled to the full privileges of the Club, including the right to vote at General Meetings.

10.1.5

10.1.6 **Five Day Member**

10.1.6.1 A member, duly elected, who shall be entitled to the same right of use of the Club amenities as a Full Playing member except that they are not entitled to play on weekends at members fees but are entitled to vote at Annual General Meetings of the Club subject to the provisions in this Constitution.

10.1.6.2 Such members may play on Sundays provided payment is made of the green fee decided by the Committee from time to time.

10.1.6.3 They shall be eligible for Cup competitions that are playable during the times they are normally entitled to play.

10.1.7 **Platinum Member**

10.1.7.1 A member who was categorised as a Lady Member as at 31st August 2000. No further Platinum members may be accepted. Those members who were entitled to this category of membership and chose to convert to another category at 31st August 2000 shall be entitled to convert back at any time but only once.

10.1.7.2 They are entitled to vote at General Meetings of the Club subject to the provisions in this Constitution.

10.1.7.3 Platinum members shall be entitled to the same right of use of the Club amenities as Full Playing members except that they are not entitled to play on Saturdays. They shall be eligible for Cup competitions that are playable during the times they are normally entitled to play.

10.1.7.4 Such members may play on Saturday mornings provided payment is made of the green fee decided by the Committee from time to time.

10.1.7.5 This category of membership shall cease to exist once membership is depleted.

10.1.8 **Junior Member**

10.1.8.1 A person who is over eighteen and under twenty-one years of age as at 1st September of the ensuing financial year and has graduated to this class from Prentice membership.

10.1.8.2 In exceptional cases the Committee may, at its discretion, elect members directly into this class without payment of the entrance fee, provided the claim to promotion of any existing Prentice member is not thereby prejudiced.

10.1.8.3 The number of Junior members shall be at the discretion of the Committee.

10.1.8.4 Junior members shall use the Club amenities only under such conditions as may be decided upon from time to time by the Committee.

***** Paragraph added as per SGM of 26 June 2019

10.1.8.5 Junior members shall be eligible to represent the Club on selection and may compete in all other Club and Cup competitions, provided they have been awarded an official handicap by the Club and subject to any provisions contained in the Club's Bye-Laws.

10.1.8.6 Junior Members may be allowed to transfer to Non-Playing or Country membership category at the discretion of the Committee.

10.1.9 **Student Member**

10.1.9.1 Student members shall consist of persons over the age of eighteen who are as at 1st September bona fide full-time students, scholars or are serving articles or an apprenticeship with a view to qualifying for a recognised profession or calling, who have graduated from Prentice Member, with full playing rights.

10.1.9.2 Proof of registration to be submitted annually.

10.1.9.3 Student members shall be eligible to represent the Club on selection and may compete in all other Club and Cup Competitions, provided they have been awarded an official handicap by the Club and subject to any provisions contained in the Club's Bye-Laws.

10.1.9.4 In exceptional cases the Committee may, at its discretion, elect members directly into this class without payment of the entrance fee, provided the claim to promotion of any existing Prentice member is not thereby prejudiced.

10.1.9.5 Student members may be allowed to transfer to Non-Playing or Country membership category at the discretion of the Committee.

††††† 10.1.10 **Prentice Member**

10.1.10.1 A person under the age of eighteen on the 1st of September and who must be school going. The candidate's parent or guardian, who shall thereby assume direct responsibility for the conduct of and the amount owing by such Prentice member to the Club, shall countersign the formal proposal for membership.

‡‡‡‡‡ 10.1.10.2 Such person may not be proposed for membership prior to reaching the age of eight years.

10.1.10.3 Prentice members shall be eligible to represent the club on selection and may compete in all Club and Cup competitions, provided the Club has awarded them an official handicap and subject to any provisions contained in the Club's Bye-Laws.

10.1.10.4 The number of Prentice members shall be at the discretion of the Committee.

10.1.11 **Reciprocal Member**

10.1.11.1 A member of another Club which has a reciprocal agreement with the Club may have full playing rights for such temporary period as is deemed by the Committee.

10.1.11.2 Any member wishing to join under reciprocal membership shall join as the Five Day category and only transfer as a Full Playing member when an allotted vacancy occurs.

10.1.11.3 Reciprocal Clubs shall be at least 300 kilometres from the Club.

10.1.12 **Country Member**

10.1.12.1 Only duly elected Full, Five Day, Platinum, Junior & Student members may transfer to this category if such members are permanently resident outside the radius of one hundred and fifty kilometres from the Club for at least ten months in each year.

10.1.12.2 Country members shall only be entitled to participate in Club competitions with the prior consent of the General Manager provided they are handicapped at another Club, but shall be limited to eight games in total per financial year.

10.1.13 **Seasonal Member**

10.1.13.1 A person may join the Club on a seasonal basis for a minimum of one month and a maximum of three months in one financial year, subject to their memberships being ratified at a committee meeting. Seasonal members are not subject to Clause 12 of this constitution.

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††††† Remove number of rounds required to play: Per 3rd Amendment of AGM held on the 18th November 2013

‡‡‡‡‡ Age limit changed from 10 to 8 years Per 2nd Amendment of AGM held on 18th November 2013

10.1.13.2 Seasonal members must have evidence of membership at a golf club with a current handicap but will not be handicapped at Westlake and will not be given affiliation to WP Golf Union.

10.1.13.3 Seasonal members may be limited in number by the Committee and make use of the Club's amenities on the same basis as a Five Day member but cannot play Wed PM and will not have voting rights.

10.1.13.4 Such members do not pay prepaid green fees but rather a fee per round as determined by the Committee from time to time.

10.1.14 **Non-Playing Members**

10.1.14.1 A member who has acquired such membership by transfer from Full Playing, Five Day categories, Platinum, Junior or Student membership.

10.1.14.2 Admission to Non-Playing membership shall always be at the sole discretion of the Committee.

10.1.14.3 Non-Playing members shall be entitled to make use of the amenities of the Club on the same basis as the Five Day category but shall be required to pay the green fees applicable to visitors/guests and not members.

10.1.15 **Associate Member**

10.1.15.1 Associate Members shall consist of persons who are spouses and relatives of fully paid members and who are non-golfers.

10.1.15.2 The number of associate members shall be limited to one hundred. They will have no voting rights, will be subject to visitors' green fees and have the use of the club house facilities only.

10.1.15.3 They will be subject to the subscriptions as set out by the Committee.

10.1.16 **Graduate Member**

10.1.16.1 A member, duly elected, who is over the age of 21 and under the age of 35 at 1st September of the ensuing financial year and who has graduated to this class through Junior Member, Student Member. A new member to Westlake must have joined this category before turning 35 years old. A Graduate member shall be entitled to the same right of use of the club amenities as full playing members and are entitled to vote at AGM's and SGM's of the club subject to the provision of this constitution. They shall be eligible for Cup competitions that are playable during the times they are normally entitled to play.

10.1.16.2 Members in this section may be either male or female.

10.1.16.3 These members will pay an annual subscription as determined by the Committee.

10.1.16.4 Members of this section are exempt from paying an Entrance Fee. However in the event of a member transferring to a different category, the entrance fee payable will be determined by the rules in place in Westlake Golf Club's policies and procedures.

10.1.16.5 Such members will have 10 rounds of golf included in their annual subscriptions, after which payment must be made of Green Fees decided by the committee from time to time.

10.1.16.6 The number of Graduate Members shall be at the discretion of the committee.

10.1.16.7 Members may transfer to this category from any membership category, provided there are vacancies.

10.1.16.8 Members who turn 30 must transfer out of this section, into a section of their choice. If the chosen category has a full budget the member will still be allocated to it and management must ensure that members who later resign are not replaced until budgets are restored.

10.1.16.9 Not withstanding Section 15.13 (Payment of subscriptions and fees), Graduate Members shall not benefit from the discounts detailed in this section. They have the right to choose between categories in the event that they wish to benefit from these discounts. The rules governing Entrance Fee's, as detailed above, shall apply if a Graduate Member transfers.

10.1.17 **Social Members**

10.1.17.1 A member, duly elected, shall be entitled to make use of the amenities of the club but shall be required to pay the green fees applicable to visitors/guests and not members.

10.1.17.2 Admission to Social membership shall always be at the sole discretion of the Committee.

10.1.17.3 Social Members will be subject to the subscriptions as set out by the Committee.

10.1.17.4 Social members are not entitled to a vote at an AGM or SGM

10.1.17.5 Social members will be limited to fifty (50) members in this category

§§§§§10.1.18 **9 Hole Members**

A Member, duly elected, whose annual subscription shall be the same as 18 hole categories, who shall be required to pay for all rounds at a green fee determined by the Committee from time to time, and who shall:

10.1.18.1 Be entitled to 1 (one) vote at General Meetings;

10.1.18.2 Not be entitled to play before 16h00 on any day;

10.1.18.3 Not be entitled to play 18 hole rounds at any time;

10.1.18.4 Not be eligible for Cup competitions.

10.2 The Committee shall be entitled, on written application by a member, to permit the transfer of the member from one category to another category except that no transfers to Platinum membership may be permitted other than as prescribed in that category.

10.3 Notwithstanding anything to the contrary in this Constitution, only an amateur golfer (as defined in the" Rules of Golf" as adopted by the Royal and Ancient Golf Club of St. Andrews) shall be eligible to become or to remain a member of the Club, except as a Temporary or Honorary member unless the Committee in their sole discretion decide otherwise.

10.4 The Club shall at all times have at least thirty-five Full Playing members.

10.5 Members shall be entitled to have guests in terms of the Bye Laws. The Committee shall from time to time determine the number of guests which a member may have, and a member shall not exceed the number of guests so permitted.

10.6 Proper records, including membership records, and registers of members and trophies shall be kept by the Club.

10.7 Club Membership and all entitlements accruing in respect thereof shall not be capable of alienation, whether by sale or otherwise.

11. CLOSING OF MEMBERSHIP

The list of members may be closed by resolution of the Committee, for such period as may be deemed necessary or as per membership category budget levels determined from time to time.

12. ELECTION OF MEMBERS

12.1 Every candidate for membership shall be proposed and seconded by two voting members who have been voting members for at least two years and to whom the candidate must have been personally known at least two years.

12.1.1 The Committee shall have the power to reduce these periods in special cases or may accept two letters of reference in the event a potential candidate cannot obtain a proposer and / or seconder as per 12.1.

12.1.2 The Committee shall have the authority to admit to any class of membership, without the necessity of a proposer or a seconder, regardless of any waiting list, a former Captain of another golf club or such other person who has been of particular service to golf, and who in the circumstances they in their discretion wish to accept as a member of the Club. This authority shall be limited to eight candidates annually.

12.1.3 Upon receipt of a valid nomination form, the membership secretary shall arrange an interview for the candidate with a Committee member. Such candidate shall be accompanied by his/her proposer to the interview.

12.1.4 The full name, occupation and address of the candidate, and any other information which the Committee may consider necessary, shall be recorded on the nomination form.

12.1.5 The nomination shall be posted on the Club Notice Board for a period of at least fourteen days. Should any member have just cause or reason why the proposed

§§§§§ Paragraph added as per AGM of 16 November 2020

candidate is undesirable for membership they are to submit their reasons in writing to the Committee within the said fourteen day period. The candidate shall be interviewed by one or more Committee members and if approved, thereafter shall be submitted to the Committee, for final approval by way of ballot.

12.1.6 If two or more members of the Committee record votes against the candidate, his application for membership shall not be accepted and he shall be subject to the provision set out hereunder. Every member of the Committee shall record his vote.

12.1.7 No candidate who has been rejected or whose name has been posted on the Club notice board and withdrawn there from, shall be eligible for further nomination until a period of at least twelve months has elapsed.

12.2 A voting member may propose only two candidates and second only two candidates for membership in any one calendar year.

12.3 A candidate who has been elected will be officially notified thereof and will be sent a copy of this Constitution.

12.3.1 The candidate will be required to pay the relative entrance fee and subscription. Thereupon such payment of fees shall be taken as acceptance on the part of the member to be bound by the provisions of this Constitution.

12.3.2 Failing payment within one month from the above-mentioned notification, the election shall be void unless the failure to pay is explained to the satisfaction of the Committee.

12.3.3 The spouse or children of a Full Playing or Life member of not less than three years standing, wishing to apply for membership shall receive preference.

13. LIABILITY OF MEMBERS

Individual members shall not be liable to meet the debts, engagements or commitments of the Club, and the liability of the members shall be limited solely to the amounts due by them in respect of entrance and membership fees or other monies payable by them in terms of this Constitution.

14. [******]~~LADIES SECTION~~

Clause deleted at Special General Meeting held on 25th October 2023

15. PAYMENT OF SUBSCRIPTIONS AND FEES

15.1. Annual subscriptions shall be determined by the Committee from time to time provided that they are not increased by more than fifteen percent per annum.

15.2. Entrance fees, subscriptions, prepaid golf fees and visitors' fees shall be determined by the Committee from time to time and shall be displayed on the Club Notice Board.

15.3. Annual subscriptions, prepaid green fees and other fees (e.g. locker rentals and affiliation fees) are due for payment by the first day of the Club's financial year (currently 1st September)

15.4. A member whose annual subscriptions and fees are not fully paid by 31st October and who, prior to that date, has not made satisfactory arrangements with the General Manager for payment of the unpaid amounts shall cease to be a member. The Committee shall, however, have the power to reinstate such member on receipt of a satisfactory explanation of the reason for the non-payment.

15.5. For arrangements relating to payment of annual subscriptions, fees and interest charges must be made before the end of the financial year to which they refer.

15.. Members elected later than the first day of the financial year shall pay pro rata annual subscriptions and annual prepaid green fees for that year.

15.7. Interest at the Prime overdraft rate +2% will be charged on any subscriptions or fees (or portion thereof) remaining unpaid by 1st October of the relevant financial year (i.e. 30 days overdue). Such interest will be calculated from the 1st October.

15.8. The names of members, whose annual subscriptions and fees remain unpaid as at 31st October of the year in question, may, at the discretion of the Committee, be posted on the Club Notice Board.

15.9. A member who by 1st September has not submitted payment of the prepaid green fee will be required to pay the green fee applicable to reciprocal members for each round of golf played until payment of the outstanding portion of the prepaid green fee has been made.

15.10. Formal approval by the Committee is required for the writing off of outstanding subscriptions and fees.

15.11. The Committee shall have discretion to reduce or waive subscriptions, annual green fees and entrance fees in exceptional cases.

15.12. On application, the annual subscription payable by a playing member who has reached the age of sixty five years and who has been a playing member for at least twenty years

[******] Clause deleted in its entirety as per SGM on 25 October 2023

shall be limited to one half of the normal increase in subscriptions which would otherwise be payable by the member.

15.13 Any playing member between the ages of twenty one and twenty five inclusive as at the first day of the financial year may at the discretion of the Committee be reduced as follows:

21 to 23 to 40% of annual subscription
24 to 25 to 60% of annual subscription

16. LIFE MEMBER PAYMENTS

A Full Playing, or Platinum member, or a Five Day 'A' member who was previously a Platinum member and has reconverted to a Platinum member, over the age of fifty five on the first day of the financial year with twenty one years unbroken service in any of these categories of Club membership shall, on application and payment of three years subscription at their current subscription rates be admitted as a Life Member. Such person shall be entitled to all the privileges of membership without payment of annual subscription, but shall be liable for all other charges, levies and green fees and the like payable by Full Playing members. This provision of Life Playing member applies only to those Full Playing, Platinum and Five Day 'A' members who were previously Platinum members who joined the Club prior to 31st August 1992.

17. RESIGNATION

17.1 A member may tender his resignation from the Club to the General Manager at any time in writing but any member failing to give such written notice prior to the end of the financial year shall be liable for the subscription for the current year, unless otherwise decided by the Committee.

17.2 No member resigning shall be entitled to any refund of entrance fee.

17.3 A member who resigns and thereafter applies to rejoin the Club may be re-admitted to membership under the following conditions:

17.3.1 Such person will be required to pay the difference between the current entrance fee applicable at the time of readmission to membership and the entrance fee previously paid to the Club.

17.3.2 Such person's earlier period of membership of the Club shall not be taken into account in respect of the type of membership applied for at the time of rejoining, unless otherwise decided by the Committee in special cases.

18. SUSPENSION AND EXPULSION

18.1.1 If the conduct of any member either on or beyond the Club precincts, prejudices the character, good order, welfare or good name of the Club or if such conduct is in the opinion of the Committee, disruptive or unbecoming or a complaint is made to the Committee in writing regarding the alleged misconduct of a member, the Committee shall act as follows:

18.1.2 Request the member to respond in writing to the Committee, and the Committee shall at its next Committee meeting or at a Committee meeting called for such purpose consider whether to proceed with the matter. In the event that the Committee elects to proceed with the matter, it shall nominate a disciplinary committee to hear the matter, made up of not less than three and not more than five members in good standing with the club who are not currently serving on the committee and have previously served on the committee and who do not have any direct interest in the matter. The members of the disciplinary committee must appoint a chairman who in the event of deadlock has a casting vote.

18.1.3 The member concerned shall be given the opportunity of being heard by the disciplinary committee, to question his/her accuser/s and may be accompanied by any persons who are direct relations to the member concerned, or any persons who were witness to the alleged misconduct of the member. No Legal representation is permitted at such disciplinary hearings.

18.2 The disciplinary committee shall have the power at a hearing to:

18.2.1 Exonerate the member or
18.2.2 Reprimand the member, or
18.2.3 Suspend the member for a period not exceeding six months; of which the whole or part may be suspended for a period not exceeding one year, or
18.2.4 Request the resignation of the member, or
18.2.5 Expel the member.

It shall not be incumbent upon the disciplinary committee to give reasons for their decision.

18.3 A member who is requested to attend a meeting of the disciplinary committee and who fails to appear shall be automatically suspended from the Club, until the disciplinary committee has dealt with the matter.

18.4 A member who fails to resign in terms of 18.4.4 above, within 7 days of being requested to do so by the disciplinary committee shall be expelled from the Club and their current subscriptions shall be forfeited.

18.5 Any member of the Club, whether directly concerned or not, shall have the right to appeal to a General Meeting of the Club against any decision of the disciplinary committee under clause 18, provided that he gives notice in writing of such appeal within fourteen days of notification of such decision to the member concerned, and provided further that such notice of appeal shall briefly state the grounds of appeal and shall be supported by the signatures of not less than forty members of the Club entitled to vote, in addition to that of the appellant. No such decision of the disciplinary committee shall, however, be reversed except by a resolution supported by at least two-thirds of the members present at such general meeting. The decision of such general meeting shall be final.

18.6 An appeal duly noted in accordance with Clause 18.5 shall, pending the determination of the appeal, have the effect of suspending the operation of the disciplinary committee's decision.

18.6 The same rules will apply for all classes of membership.

19. CHANGES TO COURSE DESIGN

Any changes to the length of the golf course, or fundamental alternations to the design, structure or positioning of the greens must be approved by a two-thirds majority of members eligible to vote at a General Meeting.

20. CLOSING OF THE COURSE

The Captain, Duty Manager, Club Professional, Chairman of Greens or Committee shall have the right to close the course for such period that is considered necessary.

21. EMPLOYEES OF THE CLUB

21.1 The designation of Club employees shall include the General Manager, Assistant Manager and the Greenkeeper who shall be appointed or dismissed by the Committee.

21.2 Their duties and responsibilities and the terms and conditions of their employment shall be embodied in the Club minutes and shall form the subject of a written agreement between the Club and the persons engaged. Such agreement can be varied by mutual consent.

21.3 The remuneration paid to all Club employees shall not be excessive having regard to what is generally considered reasonable in the recreational sector and in relation to the service rendered nor may remuneration be determined as a percentage of any amounts received or accrued to the club.

21.4 Other than the Captain, no member of the Club may give instructions to, or reprimand any Club employee, unless empowered by the Captain or the Committee to do so.

21.5 Any employee of the Club may by resolution of the Committee be allowed all the privileges of membership, exclusive of the right to vote.

22. INCOME, PROPERTY AND MONIES OF THE CLUB

22.1 The income, properties and monies of the Club from whatsoever source derived, shall be applied solely towards the promotion of the Club's interests and no portion thereof, whether comprising surplus funds or otherwise, shall, subject to the provisions of sub-clause 26.3 below, be paid or transferred directly or indirectly by way of dividends, bonus, profit distribution or otherwise, to members, provided however, that nothing herein contained shall prevent the payout by the Club to any member, person or business enterprise of remuneration and / or expenses for services rendered to the Club.

22.2 No member or employee of the Club shall take away or permit to be taken away from the Club premises, or shall injure or destroy, or permit to be injured or destroyed, any article which is the property of the Club.

22.3 The club may not be party to or does not permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme would have been or would have become payable by any person under the Income Tax Act or any Act administered by the Commissioner.

23. TRUSTEES

23.1 The club shall be a corporate body having an existence independent of its members with perpetual succession and holding the assets and property of the Club distinct from its members who shall have no rights by reason of their membership to the assets or property of the Club.

23.1.1 The property of the Club shall vest in the Trustees, who shall hold such property and funds in trust and on behalf of the Club as a corporate body.

23.1.2 A General Meeting shall have the power to remove any of the Trustees and all vacancies occurring by reason of removal, resignation or death shall be filled by election at a General Meeting.

23.2 When authorised by resolution of the Committee, the Trustees shall have all the powers necessary to achieve such authorised objectives. The Trustees will inter alia have the following powers:

23.2.1 To borrow and administer funds, and to invest and re-invest the funds from time to time upon such security as may be determined;

23.2.2 to acquire by purchase or otherwise, landed property and any other assets:

††††††23.2.3 to sell, alienate, lease, hire or otherwise deal with any movable property;

23.2.4 to use its assets as security for its borrowings;

23.2.5 to enter into contracts for the purpose of the Club;

23.2.6 to institute, conduct or defend any legal proceedings by or against the Club or its office bearers in matters relating to the Club; and

23.2.7 to further and safeguard the interests of the Club and to do all things deemed necessary or expedient for the purpose and objectives of the Club.

23.2.8 to appoint and dismiss the employee designation of General Manager, Assistant Manager, Director of Golf, Club Professional and Greenkeeper.

‡‡‡‡‡‡23.2.9 To only sell, alienate, lease, hire or otherwise deal with any immovable property, if approved by resolution passed by at least two thirds of the members present and entitled to vote at an Annual or Special General Meeting.

§§§§§§23.3 All decisions of the Trustees shall be made at a meeting of Trustees:

23.3.1 Called by the Captain

23.3.2 By majority vote, each Trustee to have one vote

23.3.3 In the event of an equal number of votes, the Captain has the casting vote and his vote will determine the decision

23.3.4 A Trustees meeting will require a quorum of not less than five Trustees present at the meeting

24. PREMISES

The premises of the Club will consist of the Club House, course and such other areas of the property of the Club.

25. LIABILITY OF THE CLUB

25.1 The Club shall not be liable for any loss, damage, injury or death suffered by any member or other person through the negligent acts, omissions, neglect or act of any member on the Club's premises.

25.2 No member shall have any right of action against the Club for any loss or damage suffered by him through any act, omission or neglect of the Club, the Committee or any employee, agent or contracting party of the Club.

25.3 The members shall not be liable to meet the debts, engagements and liabilities of the Club and the liability of members shall be limited to the amounts due by them in respect of subscriptions or other monies payable by them in terms of this constitution.

26. DISSOLUTION OF THE CLUB

26.1 Should the Club through circumstances beyond its control be obliged to vacate its property (i.e. its Club House and Golf Course at Westlake) and should no suitable alternative site for a new Golf Course be found within a radius of ten kilometres measured from the Westlake Club House (as existing in 1975) within a period of six months of the date of its vacating its Westlake property, then the Committee shall be obliged to convene a Special General Meeting of the Club for the purposes of:

(a) giving directions to the Committee in regard to the continued existence of the Club to enable it to acquire a suitable alternative site for a new Golf Course, or

(b) directing that the Club be dissolved, in which latter event such dissolution shall be effected in accordance with the further provisions contained in this Rule.

At the above mentioned Special General Meeting members shall be entitled to vote either personally or by proxy. Where a proxy is appointed, such proxy shall be a member of the Club who is entitled to vote in his own right. The instrument appointing a proxy or attorney and other authority, if any, under which it is signed or a notarially certified copy thereof shall be deposited with the General Manager not less than forty-eight hours before the time for which the Special General Meeting has been called and should this requirement not be timeously complied with the instrument of proxy shall be treated as invalid. No instrument of proxy shall be valid after the expiration of three months from the date when

†††††† Removed the words **"immovable and"** as per AGM 15th November 2021
‡‡‡‡‡‡ Paragraph added as per AGM 15th November 2021
§§§§§§ Paragraph added as per SGM on 25 October 2023

it was signed unless so specifically stated in the instrument itself and no instrument of proxy shall be used at an adjourned meeting which could not have been used at the original meeting.

26.2 The Club may be wound up by a resolution passed by the majority of not less than three fourths of the members present and voting at a Special General Meeting of which at least thirty days notice has been given to every member.

26.3 The members in General Meeting shall appoint liquidators who, after satisfaction of the liabilities, shall, subject to the direction of the members, transfer the Clubs remaining assets and funds in accordance with the provisions of Section 30A (3) of the Income Tax Act.

27 CONSTITUTION

This Constitution was updated on the 25 October 2023 (and incorporates constitutional amendments to this date).