



DAINFERN

Dainfern Golf Club

CONSTITUTION

**Approved by the Members
At a Special General Meeting on 24 May 2018**

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1 DEFINITIONS

In this Constitution a reference to:-

- 1.1 a singular shall include the plural and vice versa;
- 1.2 any one gender shall include a reference to the other gender and the neuter and vice versa;
- 1.3 a person shall include a reference to company, close corporation, or any other juristic entity, a charity, trust, partnership, joint venture, syndicate, any other association of persons, executors in deceased estates, trustees in insolvent estates, business rescue practitioner, a debt counsellor in debt rescue, curators and the State;
- 1.4 the headings in this Constitution are for reference purposes only and shall not be taken into account in the interpretation of the clauses of the Constitution;
- 1.5 The following words, expressions and abbreviations shall have the meaning hereinafter assigned to them:-
 - 1.5.1 “**the Auditors**” means the Auditors of the Club appointed by the Dainfern Homeowners Association from time to time.
 - 1.5.2 “**Board of Directors**” means the Directors duly appointed by Members of the Dainfern Homeowners Association



- 1.5.3 “**Chairperson**” means the Chairperson of the Golf Committee appointed in terms of clause 39.
- 1.5.4 “**DCC**” means the Dainfern Country Club.
- 1.5.5 “**DGC**” means the Dainfern Golf Club, the entity to which this Constitution is applicable and a voluntary association of persons bound by the MOI.
- 1.5.6 “**the CEO**” means the General Manager/Chief Executive Officer of “the DHA”
- 1.5.7 “**Debt**” means any amount lawfully owing by a Member to the Club”
- 1.5.8 “the **DHA**” means the Dainfern Homeowners Association
- 1.5.9 “**Deliver**” means delivery means by electronic medium and the document shall be deemed to have been delivered on the same day.
- 1.5.10 “**DHA Board**” means the Board of Directors of the Dainfern Homeowners Association elected by its Members, from time to time.
- 1.5.11 “the **Disciplinary sub-committee**” means a committee set up, in terms of this Constitution, to consider and rule on disciplinary matters pertaining to the DG



- 1.5.12 “the **Directors**” means the DHA Board.
- 1.5.13 “the **General Committee**” means the General Committee of the Dainfern Country Club.
- 1.5.14 “**Management**” means such persons as are appointed by the Committee of the Golf Club to undertake the administrative and management functions of the Company;
- 1.5.15 “**Management/ing Agent**” means such person as may be appointed by the DHA as an independent contractor to undertake any administrative and/or management function on behalf of the DHA, without restricting in any way this definition, shall include a contractor contracted to maintain the Golf Course;
- 1.5.16 “**the GOLF Manager**” means the manager appointed by the Golf Committee to manage the DGC, failing which by the DHA Board.
- 1.5.17 “**Medium**” means any medium of communication recognised by the Committee and the laws of the Republic of South Africa, including but not limited to electronic mail, the internet, entries on the Dainfern web-site, short message system, delivery of any notice, letter and/or other document by hand at the Unit or to the Member’s postal address as designated by the Member in writing (and recorded in the



Company's register of Members) or despatched by, mobile device or e-mail to the facsimile number, mobile device number or e-mail address as designated by the Member in writing to the Company from time to time;

1.5.18 “**Member/s**” means a person who has successfully applied for membership of the Golf Club and paid applicable entrance and annual subscription fees.

1.5.19 “**Members *domicilium citandi et executandi***” means;

1.5.19.1 For resident members the erf number of the property which is registered as the *domicilium* with the DHA,

1.5.19.2 For non-resident members, the *domicilium citandi et executandi* that was provided on the prescribed membership application form.

1.5.20 “**MOI**” means the Memorandum of Incorporation of the DHA;

1.5.21 “**Multiple Owners**” means multiple persons who collectively are an owner and consequently a member, of the DHA;

1.5.22 “**the Premises**” means the Club House and the Golf Course.

1.5.23 “**Register**” means the register of Members of the Golf Club kept in terms of this Constitution.

1.5.24 “**Special Resolution**” means a Special Resolution duly adopted by the Members in accordance with this Constitution;

1.5.25 “**Rules**” means any Rules that may be adopted by the Members acting in General Meeting to regulate the affairs of the Club and the conduct of Members;

1.5.25.1 Reference to rules includes a reference to the rules of the DHA and the DCC and MOI and all members of the Golf Club shall ensure compliance by them and their guests to such rules and the covenants.

1.5.26 “**the Township**” means the proclaimed Township of Dainfern, comprising the Dainfern Golf and Country Club and Estate, and all of its extensions, including Dainfern extensions 2, 5, 6, 7, 8, 9, 10, 11, 14, 25, 17, 18 and 20 situated in Midrand;

1.5.27 “**Unit**” means any immovable property in the Township, that owned by a Member of this Golf Club, directly or indirectly or by a juristic personality, corporate or unincorporated and/or a Trust pursuant to which ownership the Member enjoys the privileges of being a Member of the



DHA, and for which a Title Deed is registered with the Registrar of Deeds recording such ownership;

1.5.28 “Visitors book”

1.5.28.1 Includes the electronic system/s in use by the DHA for recording visitors to the Estate and the Golf administration system used for recording and payment of golfing fees by visitors for use of the golfing facilities;

1.5.29 **“Writing”** means any written, printed, electronically mailed or document produced in any other form that produces words in a visible form and **“written”** shall have a corresponding meaning.

1.5.30 **“Men’s Captain”** means the captain elected in terms of this Constitution.

1.5.31 **“Ladies Captain”** means the Ladies Captain appointed in terms of this Constitution.

2 NAME

Dainfern Golf Club

3 DOMICILIUM CITANDI ET EXECUTANDI



C/O Dainfern Homeowners Association
633 Gateside Ave
Dainfern

4 FINANCIAL YEAR

March 31 annually

5 PRELIMINARY

5.1 The Golf Club is an independent legal entity, a voluntary association of members who have formed the Golf Club to further the interests of

Members of the Club within the township.

5.2 The Golf Club facilities, including the golf course are leased from the Dainfern Country Club.

5.3 The Golf Club acknowledges that it is an integral part of the township and thus accepts that the DHA has the power to veto any decisions made by the Golf Club or any of its representatives, which are in conflict to the Objects of the MOI.

5.4 Should there be a dispute as to whether the objects of the DHA are in conflict The Club shall bear the onus of proving that it is not in conflict.

5.5 The DHA further, has the power to determine and approve the Club budgets and ensure that the budgets are adhered to.



- 5.6 It is within the terms of reference of the DHA to make all strategic decisions, including the decision to outsource the maintenance of the Golf Course in which case the Golf Course will be leased to the Club fully maintained.

6 THE OBJECTS OF THE GOLF CLUB

The main objects of the Golf Club are:-

- 6.1 To promote, advance and to protect the collective interest of its Members;
- 6.2 To manage and administer the collective interests of Members by regulating acceptable standards of conduct of Members within the Golf Club.
- 6.2.1 The safety and security of its Members and their guests and invitees and their property.
- 6.2.2 Compliance with environmental laws and standards;
- 6.2.3 The maintenance and upkeep of property leased by the Golf Club.
- 6.2.4 The use by Members and their guests and invitees of property rented and/or leased by the Golf Club.

6.2.5 The conduct of Members and their guests invitees, contractors, agents and clients.

6.3 Making such Rules and Regulations applicable for the Members of the Golf Club that would serve the collective best interests of the collective Members of the Club.

7 DAINFERN GOLF CLUB – VOLUNTARY ASSOCIATION OF MEMBERS

7.1 Dainfern Golf Club is a voluntary association of members, a separate legal entity, formed, under the auspices of the DHA, for the benefit of Residents of the Dainfern Golf and Country Estate within the township who wish to play golf.

7.2 The DGC, formed by its members for the purposes of:

7.2.1 Entering into an agreement to lease the Dainfern Golf Course from the Dainfern Country Club, and to operate a golf club on the property.

7.2.1.1 The rental agreement is in perpetuity, unless cancelled by the DHA/DCC.

7.2.2 Entering into agreements, with Dainfern Country Club to occupy certain parts of the Clubhouse as agreed from time to time.



7.3 To consider applications from Non-residents who may apply for Associate Membership of the DGC subject to the terms of this Constitution.

8 RULES OF THE GAME

8.1 The rules of the game are those of the Royal and Ancient Golf Club of St. Andrews.

8.1.1 Subject to such modifications, alterations and additions necessary to suit local circumstances and conditions, as The Golf Committee may, from time to time, deem expedient and advisable which shall be reduced to writing.

8.1.2 Such modifications, alterations or additions must be consistent with the Rules of the Royal and Ancient Golf Club.

9 MEMBERSHIP CATEGORIES

9.1 Membership of the DGC is divided into the following categories.

9.1.1 Full Member

9.1.2 Associate Member

9.1.3 Junior Member

9.1.4 Student Member



9.1.5 Honorary Member

9.1.5.1 Honorary Life Member

9.1.6 Member in Voluntary Suspension

9.1.7 Reciprocal Members

9.1.8 Probationary Members.

9.2 Categories may be varied from time to time by resolution passed at a Special General Meeting of the DGC. Sub- categories of membership that relate to subscriptions, green fees and membership privileges shall be annually reviewed by the Golf Committee.

9.3 All Members, with the exception of Honorary Life Members, must be Members in good standing.

9.3.1 Full Members

9.3.1.1 Dainfern, owners or tenants, who have fulfilled the requirements of the DGC, application for membership and have been accepted in terms of this constitution. This shall include spouses or children, residing with the homeowner/tenant in Dainfern,



9.3.1.2 In the event of multiple ownership or co-tenants, one individual from amongst those co-owners or co-tenants shall qualify as a Full Member, of the Club. Other individuals in this category should apply for Associate Member status.

9.3.1.3 For close corporations, partnerships, trusts or companies' one of the members, partners, trustees or shareholders and directors of such close corporation, partnership, trust or company respectively may apply for full membership of the DGC. Other members in this category should apply for Associate Member status.

9.3.2 Associate Members

Individuals, not residing on the Estate who apply for membership of the Golf Club, and are elected as Associate Members of the Golf Club.

9.3.3 Junior Members

9.3.3.1 Under the age of eighteen years, who are not eligible for Full or Associate membership, but who may, at the discretion of The Golf Committee, be allowed Junior membership of the



DGC. At the discretion of the Golf Committee, sub-categories of junior membership can be created for special interest groups such as Dainfern College scholars.

9.3.3.2 The Junior Section may, at the discretion of the Golf Committee, compile rules for Junior Members as are consistent with the Constitution of The Golf Club.

9.3.3.3 Junior Members do not have the right to introduce guests except at the discretion of the Golf Manager

9.3.4 Student Member

9.3.4.1 Over the age of 18 years, but not over the age of 25, engaged in full-time study at a tertiary or similar educational institution and eligible for Secondary or Associate membership.

9.3.4.2 Membership is subject to presentation of evidence and confirmation of registration for study and will be subject to annual review.

9.3.5 Honorary Members

- 9.3.5.1 Honorary Membership may be granted by reason of such person holding public office or being a *bona fide* candidate for membership or having conferred an exceptional benefit upon the Club. The rights and conditions applicable to such Membership are determined by the Golf Committee and the Board, from time to time.
- 9.3.5.2 There shall not be more than five Honorary Members of the Club at any time.
- 9.3.5.3 Honorary membership is subject to annual review and may be terminated by the Golf Committee at any point in time, without notice.
- 9.3.5.4 The details of all current Honorary Memberships must be reported to members at each AGM.

9.3.6 Honorary Life Members

- 9.3.6.1 The Golf Committee and the Board have the right to propose to any Annual General Meeting of the Club, the nomination of an Honorary Life Member who shall for their lifetime, enjoy privileges as determined by the Golf Committee from time to time.



9.3.6.2 At least two thirds of the votes cast at such General Meetings must be in favour of such nominations.

9.3.6.3 There may not be more than one Honorary Life Member elected in any one year.

9.3.7 Reciprocal Members

9.3.7.1 Are members of other Golf Estates or Golf Clubs where the two Clubs have a written and signed agreement of reciprocity.

9.3.7.2 The terms of the signed reciprocity agreement will determine the benefits to which the reciprocal member is entitled.

9.3.7.3 The reciprocal agreement will also determine the green fees applicable.

9.3.8 Probationary Members

9.3.8.1 Expatriate and Associate Members who do not know members and are thus, unable to find proposers and seconders.



9.3.8.2 Probationary Membership may then be granted, by the Golf Committee, for a period of six months.

10 APPLICATION FOR MEMBERSHIP

- 10.1 A person wishing to become a member of the DGC, in any category, shall submit an application on the form prescribed by the Committee and shall be proposed and seconded by members, who both personally know the applicant. Both the Proposer and Secunder must be Members of The Club, in good standing.
- 10.2 The applicant shall complete and sign the application form specified by the Committee from time to time.
- 10.3 The Committee may call for such additional references or information and take steps, as it deems appropriate to determine the suitability of the applicant.
- 10.4 In the case of expatriates and Associate Members the Golf Committee has the discretion to waive the requirement for a proposer and seconder and to approve Probationary Membership for six months, where after the Committee shall consider the application based on performance and feedback during the six months. In the six months the probationary member is required to play golf with at least two members of the Golf Committee.

11 NOTICE OF APPLICATION FOR MEMBERSHIP



11.1 Notice of each application, will be dealt with as follows:

11.1.1 E-mailed to all members of the DGC.

11.1.2 Be posted on the notice board of the DGC for a minimum of 14 days.

11.1.3 Each notice will include the Applicant's name, place of residence and the names of the proposer and seconder.

11.1.4 State clearly that the applicant is a probationer where names of proposer and seconder are omitted .

12 AVAILABILITY OF MEMBERSHIP

12.1 All applications for Membership shall be subject to the availability of the various classes of membership.

12.2 The Golf Committee are authorised to set limits on various classes of membership and to close and open waiting lists for any or all classes of membership.

13 OBJECTIONS TO MEMBERSHIP APPLICATIONS

13.1 Any Member of The Golf Club may object to the admission of any applicant for membership. The objection shall be in writing, setting out fully the reason/s for such objection/s, and shall be delivered to the Golf



Manager not later than the last day that the application is posted on the notice board.

13.2 The Golf Committee shall have the power to call for further information as it may see fit and to require any objector and such applicant to appear before it and to answer questions.

13.3 Any objection received shall be treated as strictly confidential and the final decision on any objection shall be made by The Board of the DHA

14 SELECTION OF MEMBERS

14.1 The selection of a member shall be by the Committee; with power of deferment should further investigation be necessary if any objection is lodged.

14.2 Should one third of the Committee present at the meeting vote against acceptance, such applicant shall be refused membership.

14.3 No candidate who has been rejected for membership may be eligible for selection until 6 (Six) months have expired from the date of such rejection.

14.4 If the application is successful, the applicant's name shall be placed on a waiting list until a vacancy occurs in the membership of the relevant category.



- 14.4.1 If there is no waiting list, the applicant shall become a member on election.
- 14.5 The Committee shall be entitled to grant precedence in election to membership to any person who has rendered valuable service in the interest of golf or is an outstanding player or is a child or ward of a member or for any other reason considered good and sufficient.
- 14.5.1 Save as aforesaid no applicant shall be given priority over another.
- 14.6 Membership granted is subject to payment of the prescribed entrance fee and annual subscription relevant to the category under which the application is made.
- 14.7 The selection of applicants to Membership shall be by The Golf Committee and shall take place at its next meeting after expiration of the period of the 14-day period, subject to no objections being received during the fourteen day period.
- 14.8 The proposer shall not be notified of the decision of The Golf Committee until the expiry of the fourteen-day period allowed for objections.
- 14.9 The Golf Committee shall have the right to decide whether the application should be accepted, refused or left over for further consideration.



14.9.1 In the event of The Golf Committee not accepting any candidate, the proposer shall be notified in writing of the decision of the Golf Committee and the proposer shall ask the applicant to withdraw the application.

14.9.2 No reason shall be given except in the case of unavailability of a membership category.

15 NOTIFICATION OF MEMBERSHIP

15.1 On the selection of a Member, The Golf Manager will notify the Applicant in writing of the election.

15.2 The selection of applicants who have not paid any debt due to the Club shall effect payment promptly on selection.

15.3 Alternatively, the application of such applicants may at the discretion of The Golf Committee be held over for selection at any later date, after payment of such dues/debts, or rejected then or at any later meeting.

16 PRIVILEGES OF MEMBERSHIP

16.1 The privileges of membership shall commence only after receipt of official written notification of selection.

16.2 Candidates may however, at the discretion of The Golf Committee, be allowed the courtesy of use of the golf course on payment of a guest fee, pending their selection.

17 VOLUNTARY SUSPENSION OF MEMBERSHIP

17.1 Members in any category of membership of the Golf Club are entitled, with the prior consent of the Golf Committee, on good reason shown, to request that their membership be voluntarily suspended for no longer than one year.

17.2 Good reason shall include, but not be limited to the physical absence of the member from the Dainfern area for no less than 3 (three) months.

17.3 A member who requests the voluntary suspension of their membership (as opposed to a member who has their membership suspended for disciplinary or other reasons) shall pay an annual fee as determined by the Golf Committee from time to time for the period of their suspension, and shall pay green fees when they use the Golf Course.

17.4 A member under voluntary suspension may not play more than 12 (twelve) rounds of golf on the Golf Course per year of suspension (pro-rated to one round per calendar month for any shorter period).

17.5 Members in this category shall not be entitled to vote at General Meetings of the Club.



18 CESSATION OF ELIGIBILITY

- 18.1 A Member who ceases to be eligible for Membership shall immediately notify The Golf Manager in writing thereof.
- 18.2 The individual concerned shall automatically resign his Membership and his name shall be removed from the register of Members forthwith.
- 18.3 Application may then be made for the appropriate category of membership in terms of this Constitution.

19 RULES

- 19.1 The Golf Committee shall, inter alia, determine Rules for The Golf Club, which shall be binding on the Members.
- 19.2 The Golf Rules are automatically incorporated into the DHA Covenants and become binding on all DHA Members.
- 19.3 These Rules shall be recorded in writing but shall not be in conflict with this Constitution, the DCC Constitution or its Rules or the DHA MOI and Covenants.
- 19.4 Rules of the DGC must be in compliance with the Rules of Golf as prescribed by this Constitution.
- 19.5 Amendments to the Rules must be:

19.5.1 Circulated to members electronically and,



19.5.2 Posted on the DGC Notice Board of The Golf Club.

19.6 Amendment to any rule must be ratified at the next General Meeting of Members and the General Meeting of the DHA.

20 ADDRESS FOR NOTICES

20.1 Every Member shall, on acceptance, register in writing with the Golf Manager both a physical and an electronic address to which notices may be sent and shall notify the Golf Manager of any change of address.

20.2 Any notice given, shall be deemed to have reached the Member three days after dispatch, either electronically or physically.

21 ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES

21.1 Entrance fees, Annual Subscriptions, Green fees and other bona fide fees for all classes of membership shall be such sums as are approved by The Golf Committee from time to time.

21.2 Fees must be tabulated and published to all members.

21.3 Fees and subscriptions are subject to the constraints of the golf budget approved by the DHA Board.

21.4 Fees must at all times be compliant with the Liquor Act.

21.5 The Golf Committee shall have the right, with the sanction of the DHA Board, to raise funds from time to time by means of levies against Members.

21.6 The table of fees must be presented annually at the AGM for discussion purposes.

22 DUE DATES FOR ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES

22.1 Subject to the provisions of Clause 29, all Entrance Fees, Subscriptions and/or Levies/debts shall become due and payable immediately on selection, and subsequently, annually in advance, on the first day of April each year.

22.2 No member shall be entitled to the privileges of membership until after the payment of any such debts.

22.3 Any Member being selected after the beginning of the financial year of The Golf Club shall be liable for a pro rata per quarter subscription for that year.

23 VARIATION OF PAYMENT TERMS

23.1 Should members prefer, they may, with prior agreement of the Golf Committee pay annual subscriptions on a monthly basis.



23.2 Should the Committee agree to the request, subscriptions are payable in 12 equal instalments, the first of which is payable on 1 April each year.

23.3 Monthly payments are only permitted on debit order and a request for monthly payment must be accompanied by a signed debt order before it may be considered.

24 RESIGNATION OF MEMBERS

24.1 A Member may at any time, by giving notice in writing to The Golf Manager, resign membership of The Golf Club.

24.2 Members shall remain liable for the annual subscription due and unpaid at the date of resignation and for any other amounts due by the Member to The Golf Club.

25 OVERDUE SUBSCRIPTIONS

Members who do not pay their subscriptions, on or before due date, will not be allowed to make use of the club facilities until the overdue payments are paid and interest, at bank prime rate plus 2%, shall accrue on all overdue amounts.

26 REINSTATEMENT OF MEMBERS

It shall be at the discretion of The Golf Committee, in exceptional circumstances, to reinstate Members with or without repayment of entrance fee.



27 RENEWAL OF MEMBERSHIP -- DECLINED

Except in the case of Full Members, it shall be at the discretion of The Golf Committee to decline to renew the Membership of any Member at the end of the period for which the annual subscription has been paid. The Management Committee shall not be obliged to give any reason for such action.

28 DISCIPLINE

28.1 Should any member, in the opinion of the Committee, commit any wilful breach of the Constitution or the Rules and Regulations of the Club, or be guilty of improper, dishonest or unworthy conduct, or fail to make payments of monies due to the Club after due notice, or be guilty of conduct unbecoming or prejudicial to the interests of the Club, whether within the Club's precincts or outside them, or become insolvent, the Committee shall have the power:

28.1.1 To reprimand such member;

28.1.2 To call upon such member to rectify any misconduct;

28.1.3 To expel such member;

28.1.4 To deprive such member of any or all rights and advantages of his or her membership during such time or period as the Committee in its absolute discretion may deem fit and advisable;



- 28.1.5 To call upon such member in writing to resign, and if he or she fails to resign, within 30 (Thirty) days of the date of such request, to expel such member;
- 28.1.6 To call upon such member in writing to appear before the Committee and there explain his or her conduct and should such member fail to appear when called upon, to expel or otherwise deal with such member as provided in this Constitution.
- 28.1.7 To declare such member ineligible for re-election.

29 EXERCISE OF POWERS BY COMMITTEE

- 29.1 In exercising the powers conferred by Clause 34 hereof, the Committee shall be bound by the following provisions:
 - 29.1.1 Any action taken by the Committee under the provisions of 27 and 28 above shall not entitle any member so dealt with, to a refund in either part or whole of any entrance fee or subscription which has been paid in terms of this Constitution;
 - 29.1.2 No member shall be dealt with in terms of the provisions of 27 and 28 above, unless and until the Committee shall have given him or her an opportunity to appear before it at such time and place as it may deem fit to explain or justify his or



her conduct, and at such hearing the Committee shall determine the procedure to be adopted.

29.1.3 The Committee shall have the power to summon any member or request any other person to appear before it to give evidence for or against any such member, and any such member shall have the like power to tender the evidence of any member or any other person he or she may deem fit;

29.1.4 All communications between the Committee and a member dealt with in terms of 27 and 28 shall be confirmed in writing.

30 RIGHT OF APPEAL

30.1 Any member expelled or called upon to resign by the Committee, shall have the right to appeal against the Committee's decision to a Special General Meeting of Members by giving notice to that effect to the Committee within 1 (One) month of its decision.

30.2 Such Special General Meeting shall be convened without delay after the member concerned has notified in writing his or her desire thus to appeal and has deposited with the Club a sum of money which, in the opinion of the Committee would be sufficient to cover all reasonable expenses which would be incurred in convening and holding the Special General Meeting.

30.2.1 Only in the event of the member's appeal proving successful shall the deposit be refunded.



30.3 Where an appeal has been lodged in respect of any decision of the Committee, the Committee's decision shall remain in abeyance, but the member concerned shall, from the date of such decision until the decision of the Special General Meeting, be precluded from all privileges of membership.

30.3.1 A Special General Meeting convened to hear an appeal in terms of this clause shall have the power to confirm, revoke or vary the decision of the Committee within the terms of Clause 30 hereof.

31 **GUESTS** and/or VISITORS

31.1 Guests may only be introduced by a Member to The Golf Club, on 12 occasions per calendar year, provided that the same guest shall not be introduced by more than one Member during the same calendar month.

31.2 Guests may not enjoy the privileges of the Clubhouse, Grounds and Golf Course except in the company of the Member introducing the guest and no game shall be played by guests only.

31.3 Members shall at all times be responsible for their guests and shall be responsible for any fees fixed by the Golf Committee and for any charges incurred in respect of such guests.

31.4 Only those guests whose names and addresses have been entered in the Visitor's Book, as defined, shall be allowed entry to the premises



32 MEMBERS MEETINGS

32.1 All Members meetings conducted other than electronically shall be conducted at a location determined by the Committee of the Golf Club, within the Township or such other venue within a radius of 10 (ten) kilometres of the Township only which shall be appointed to accommodate the reasonable number of Members who may attend.

32.2 The Annual General Meeting of the Golf Club may be conducted electronically.

32.3 Meetings shall be convened by the Golf Committee,

32.4 The Golf Committee shall call a Members meeting if not less than 5% (five per centum) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting give one or more written and signed demands for such a meeting to be convened is delivered to the Golf Manager and each demand describes the specific purpose for which the meeting is proposed and the demands are for substantially the same purpose.

32.5 If the specific purpose of the demands referred to in 32.4 is the removal of a Golf Committee member, the GC shall convene the Members meeting within 21 days.

32.6 If the Committee is unable to convene a meeting of Members because it has no Members or because all of its Members are incapacitated then



and in that event an available person who last held office as a Member of the Committee and having resigned and who was not removed as a Committee pursuant to this Constitution, shall be authorised to convene a meeting of Members.

32.7 All meetings of Members shall be convened by the persons authorised thereto at a time between 17h00 and 20h00 other than on Saturdays, Sundays or any official public holiday.

32.8 If the meeting of Members convened by the Golf Committee, permits the participation of Members by electronic means without Members being physically present at the meeting, the venue shall have facilities to make the non-present Members capable of hearing and to be heard and see and to be seen.

33 NOTICE OF MEMBERS MEETING

33.1 The Committee shall deliver notice of each Members meeting with at least 21 (twenty-one) days' notice before the meeting is to begin.

33.2 The delivery of notice to Members convening the meeting shall in a reasonably prominent statement state that members who are entitled to attend and participate in the vote at the meeting is entitled to appoint a proxy to attend, participate in and vote at the meeting in the place of the Member and the form of proxy shall be attached to the notice. The form of proxy shall indicate that a Member nominating a proxy shall cause to be delivered to the Club at its registered office the original proxy form



signed by the Member together with a copy of the identity document of the nominated proxy not less than 24 (twenty-four) hours before the scheduled time for the meeting.

Prior to final results to validate the proxies.

- 33.3 Results of the General Meeting will not be final until all proxies have been validated
- 33.4 A proxy appointed by a Member need not also be a Member of the Club, but shall provide satisfactory proof of identity at the meeting. Failure to provide satisfactory proof to Chairperson presiding at such meeting shall in the Chairperson's discretion invalidate the proxy.
- 33.5 Proxies accepted as valid and entitled to vote at a General Meeting shall be open to inspection by Members at such General Meeting.
- 33.6 The owners of units entitled to vote, who have appointed proxies shall have the unit number recorded in the proxy and the minutes of the General Meeting shall record such unit number for each proxy:
- 33.6.1 In the case of Associate members, the minutes will record the name of the member giving the proxy.
- 33.7 A proxy nomination shall only be valid for the meeting for which it is signed or any adjournment of such meeting.
- 33.8 The delivery of notice to convene a Members meeting shall be in the medium as defined in this Constitution.



33.9 The notice of Members meeting shall state that one or more Members, or proxies of Members may participate by electronic communication in all of a Members meeting that is being held in person.

33.10 The electronic communication employed must ordinarily enable all persons participating in that meeting to communicate concurrently with each other reasonably effectively and the notice convening such meeting shall inform Members of the availability of participating by way of electronic communication and shall provide all necessary information to enable Members or their proxies access to the available medium or means of electronic communication.

34 MEETING QUORUM AND ADJOURNMENT

The quorum necessary to decide any matter at a Members meeting shall be at least 20% (twenty per centum) of all voting rights that are entitled to be exercised on that matter at the time the matter is called on the Agenda.

35 MEMBERS RESOLUTIONS

35.1 For a special resolution to be approved by Members it must be supported by at least 75% (seventy-five per centum) of the voting rights exercised on the resolution.

35.2 For an ordinary and extraordinary resolution to be approved by Members it must be supported by at least 51% (fifty-one per centum) of the voting rights entitled to be exercised on the resolution.



35.3 A special resolution shall be required, for the amendment or change of this Constitution.

35.4 All Members resolutions adopted shall be reduced to writing on paper and recorded in a minute book kept by the Company at its registered head office and the pages shall be consecutively numbered.

36 PAYMENT OF COMPENSATION

Any Member shall, if called upon to do so at the discretion of the CEO, pay for the replacement of repairing of any article being the property of The Golf Club, which has been broken or damaged by such Member or the guest of such Member.

37 COMPOSITION OF GOLF COMMITTEE

37.1 The Golf Committee shall consist of the elected Men's Captain, and the elected Ladies Captain and three other Committee Members who shall all be Members of the golf club over 18 years of age.

37.2 Both Captains and the three committee members shall be elected at an Annual General Meeting and shall hold office until the next Annual General Meeting.

37.2.1 Nominations for Men's and Ladies Captains to be submitted to the Committee at least eight days prior to the meeting.



Nominations for the three Committee Members, who may be Men or Ladies, to be submitted to the Committee at least eight days prior to the meeting.

37.3 All committee members must be resident on the Estate, except that one non-resident member may be appointed to the committee.

37.4 Committee members may serve a maximum of three consecutive terms after which they must stand down for no less than one term.

38 NOMINATIONS

38.1 Nominations of candidates for election to The Golf Committee, which shall be in writing, signed by a proposer and a seconder.

38.2 Proposer and seconder must be Members of The Golf Club.

38.3 Nominees must countersign the nomination, accepting nomination.

38.4 Nominations shall be in the hands of The Golf Manager not later than 18h00 eight (Eight) days before the date of the Annual General Meeting of The Golf Club.

38.5 All nominations shall be posted on notice board of The Golf Club and electronically communicated to members.

38.6 Nominations for election as Men's and Ladies Captain shall be specific on the nomination form and ballot paper.



39 CHAIRPERSON OF THE GOLF COMMITTEE

- 39.1 The Committee shall, at its first meeting after the Annual General Meeting, elect from amongst its number a Chairperson.
- 39.2 The Chairperson will hold office until the next AGM of the DGC.
- 39.3 The Chairperson may only serve two consecutive terms as Chairperson after which he must stand down for at least two terms.
- 39.4 The Chairperson must be a resident on the Estate.

40 CO-OPTING

Should less than the requisite number of Members be elected to The Golf Committee the members of The Golf Committee may forthwith co-opt the requisite number of Members in order to achieve the specified complement.

41 BALLOT

- 41.1 If more candidates are nominated than the number of vacancies the election shall be by secret ballot.
- 41.2 The ballot papers shall be counted by independent scrutineers nominated by the Chairperson of the meeting and accepted by members present at the meeting.



42 MANAGEMENT

42.1 Management of The Golf Club shall be vested in The Golf Committee in conjunction with the DHA.

42.2 All funds of The Golf Club shall be accounted for separately.

42.3 Monthly accounts, with budget variances, will be prepared and submitted to the Golf Committee

43 BUDGETING

43.1 Annually in February, management and the Golf Committee will prepare and submit to the DHA, a budget prepared according to normal accounting standards.

43.2 The draft budget will be consolidated with the DCC and the DHA and submitted to the DHA Members for approval in March.

43.3 The budget approved by DHA Members will then be adopted by the Golf Committee for the forthcoming year and will form the basis of all reporting.

44 GENERAL POWERS OF THE GOLF COMMITTEE

The Golf Committee shall, in addition to the powers specially conferred upon it by this Constitution, have the following powers, subject to budget approval



by the Board of Directors:-

44.1 To form or appoint Sub Committees for special purposes and to delegate powers to such Sub Committees.

44.2 To decide all points of disputes between members and the ruling of The Golf Committee thereon shall be final and binding.

44.3 To recommend the appointment or dismissal of staff.

44.4 To lease and/or purchase any moveable or immovable property for The Golf Club calculated to benefit and to advance its objects provided that it is included and approved in the current budget.

44.4.1 All capital and other major expenditure will be included in the annual budget and approved or declined by DHA members in AGM.

44.4.2 All purchases and or rentals are therefore subject to being within budget and limited further by cash flow forecasts.

44.5 To subscribe to or become a Member of or affiliated to any other association or Club having objects similar or in part similar to the object of The Golf Club or the establishment or promotion of which may be beneficial to The Golf Club.

44.5.1 Provided that the expense thereof, is approved in the approved budget.



44.6 To do all such lawful things as are incidental or conducive to the attainment of all or any of the above objects.

44.7 To ensure that the assets, funds, profits and gains of The Golf Club shall be utilised solely for the objects of The Golf Club as set out in this constitution and shall in no circumstances be distributed among any person or person.

44.8 To do all such other things as may be necessary for the proper carrying out of the objects to The Golf Club, provided that at all times the Constitution and Rules of The Golf Club are adhered to.

45 SPECIFIC POWERS OF THE GOLF COMMITTEE

The Golf Committee shall, subject to the MOI and the Covenants of the DHA which apply to The DGC, and any powers granted under such Rules to The Golf Committee, have full power to do anything which should or might be done by the Golf club; and in addition to the general powers hereby conferred The Golf Committee shall have the following powers:

45.1 To make and vary Rules for the regulation of The Golf Club or the members of The Golf Club.

45.2 To fill such vacancies as may occur during their term of office.

45.3 To co-opt at their discretion a member to The Golf Committee for any purpose.



45.4 To deal with any circumstance arising for which specific provision is not made in this Constitution or the Constitution of the DCC.

45.5 To appoint a Golf Professional.

45.6 To approve a Contractor for golf course maintenance to be ratified by the DHA.

45.7 To fix from time to time the charges payable in respect of the introduction of guests, green and caddie fees etc subject to the approval of the Management Committee.

46 QUORUM OF THE GOLF COMMITTEE

At meetings of The Golf Committee three shall form a quorum.

47 COMMITTEE MEETINGS

The Golf Committee shall meet at least once in each calendar month and minutes shall be taken by the Golf Manager at every meeting. These minutes shall be distributed to the members of The Golf Committee, the members of The Dainfern Country Club Committee and the Board of Directors.

48 NOTICE OF MEETINGS

Three clear days' notice at least shall be given of all meetings unless all the members of The Golf Committee agree to accept shorter notice.

49 BOOKS OF ACCOUNT

- 49.1 Proper books of account will be kept, for the Golf Club, by the DHA or their appointed service provider.
- 49.2 These accounts will keep a true and satisfactory account of all transactions which shall be recorded.
- 49.3 Any statements required shall be extracted and prepared therefrom and certified by the Chairperson.
- 49.4 The books and accounts must be audited and certified by the auditor appointed by The DHA.
- 49.5 No Member holding office or their immediate family shall be elected as auditor.

50 VOTING AT GENERAL MEETINGS AND HOLDING OFFICE

- 50.1 The right to vote at General Meetings and hold office in The Golf Club is open to:
 - 50.1.1 Full Member
 - 50.1.2 Associate Member

51 DISQUALIFICATION FROM VOTING



Any Member in arrears with any payment due to The Golf Club shall be disqualified from voting and shall not be eligible to hold office in The Golf Club during the time any such payment is in arrears.

52 REGISTER OF MEMBERS

52.1 An up to date and correct register of Members shall be maintained in accordance with the membership categories stating full residential addresses and shall reflect the ownership of an erf or the membership of a Close Corporation, if applicable, or the erf of residence if a tenant.

52.2 The Register of Members is open to inspection by all Members of the Golf Club during normal business hours.

53 NOTICES TO MEMBERS

53.1 Golf Club notices to Members will be electronically communicated to members and will be posted on The Golf Club notice board.

53.2 The notice will be deemed to have been delivered to the members three days after posting on the notice board.

54 LADIES AND MEN'S SECTIONS

54.1 The Golf Club consists of two equal and independent sections:

54.1.1 Ladies Section.



54.1.2 Men's Section.

54.2 The Golf Club, Membership categories and rules apply equally.

54.3 The Men's and Ladies Captains shall be automatically members of The Golf Committee.

55 DISSOLUTION AND LIQUIDATION

55.1 The Club may NOT be dissolved without the express permission of the DHA.

55.2 In the event that the Golf Club is no longer able to manage its own affairs the DHA Board will nominate persons to assume the management of the Golf Club.

56 COMMENCEMENT OF THIS CONSTITUTION

This Constitution shall come into effect on adoption and the previously existing Constitution shall then stand repealed, provided that anything done under the previously existing Constitution shall be presumed to have been done in terms of the corresponding provision of this Constitution.

* * * * *

Signed for and on behalf of
Dainfern Golf Club by
Raymond Leonard

