



CONSTITUTION OF THE SOUTH AFRICAN GOLF ASSOCIATION

1. NAME

The name of the Association is the South African Golf Association.

2. HEADQUARTERS

The Headquarters of the Association will be at Johannesburg or at such other place as the Association may from time to time determine.

3. DEFINITIONS AND INTERPRETATION

3.1. In this constitution, unless the context shall otherwise require:

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| 3.1.1. <u>Affiliation Fee</u> | An amount paid annually to the Company by a Member, this amount being based per capita on the number of Players affiliated to golf clubs falling under the Member's jurisdiction as per the records of the Company. |
| 3.1.2. <u>the Area of Jurisdiction</u> | shall mean the Republic of South Africa (and golf clubs situated outside the Republic of South Africa which are affiliated to a Member); |
| 3.1.3. <u>Association</u> | shall mean the South African Golf Association; |
| 3.1.4. <u>Executive Director</u> | shall mean the CEO or acting CEO of the Company or such person deputized by the Company to act on behalf of the CEO; |



- 3.1.5. Executive: shall mean the Executive Committee of the Association as hereinafter referred to, and members of the Executive Committee shall be referred to as the “Executive members”;
- 3.1.6. Golf Club shall mean and include a golf club, and a sports club or country club having a golf section, which owns a golf course or has a permanent right to the use of a golf course, a golf club, golfing society, sports club or country club;
- 3.1.7. Company means Golf RSA NPC, registration number 2016/185236/08, a non-profit company with limited liability duly constituted and registered in terms of the Companies Act 2008;
- 3.1.8. Levy A per capita amount paid by each Player. This levy is collected on behalf of the SAGA by its Members.
- 3.1.9. Members shall mean the Members of the Association as specified in clause 10 and such further Members as may hereafter be admitted to membership in terms of clause 11; and
- 3.1.10. Player shall mean an ordinary male golfer being a member handicapped at a Golf Club affiliated to a Member;
- 3.1.11. SAGA shall mean the Association;



3.1.12. WGSA shall mean Women's Golf South Africa.

3.2. In case of doubt as to the meaning of any clause hereof, the interpretation of the Executive shall be binding upon Members, until such time as the Association may otherwise determine at a General Meeting. Any decision made by the Association at a General Meeting, under the provisions of this paragraph, shall not affect the validity of any act done or omitted in terms of a prior valid ruling given by the Executive. Any disputes not resolved at a General Meeting shall be referred to the Arbitration Foundation of Southern Africa for resolution through mediation or expedited arbitration in terms of the Rules and Procedure for the Resolution of Disputes in Sport, in accordance with clause 36 below.

4. STATUS AND PURPOSE OF THE ASSOCIATION

- 4.1. The Association shall assist the Company who is the controlling body of all golf in its Area of Jurisdiction and its purpose is to co-ordinate the activities of its members and to ensure the maintenance of the traditions of amateur golf in the area of Jurisdiction in accordance with this Constitution, the Company's Memorandum of Incorporation and under the auspices of the Company.
- 4.2. No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the organisation otherwise than by way of reasonable remuneration.
- 4.3. At least 85% of such public benefit activity, measured either in cost or time spent, is carried out for the benefit of persons in the Republic.
- 4.4. At least three persons who accept the fiduciary responsibility for the public benefit organisation, will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision-making powers relating to such organization.
- 4.5. No funds will be distributed to any person (other than in the course of undertaking any public benefit activity).



- 4.6. The funds of the public benefit organisation will be used solely for the objects for which it was established, or shall be invested-
- 4.6.1. With a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990);
- 4.6.2. In any listed financial instrument of a company contemplated in paragraph (a) of the definition of “listed company”; or
- 4.6.3. In such other prudent investments in financial instruments and assets as the commissioner may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations.
- 4.7. No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation.
- 4.8. No remuneration will be paid to any employee, office bearer, Executive member or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.

5. OBJECTS OF THE ASSOCIATION

The objects of the Association are:

- 5.1. to promote, advance, encourage and foster the game of golf in the interests of the game and its Members and their Players.
- 5.2. to bring about and maintain close co-operation between its Members.
- 5.3. to guide and assist members in their administration and general conduct of the



game of golf.

- 5.4. to promote and encourage the holding of competitions, championships and tournaments by the Company on the golf courses of its members and to assist in the conduct and control thereof.
- 5.5. to assist the Company with formulating, controlling and regulating the conditions governing the playing of tournaments, championships and golfing events as it may, from time to time.
- 5.6. to assist the Company with organizing and managing championships and tournaments and arrange for participation by Players either as individuals or as members of teams, in international tournaments, matches and events.
- 5.7. together with the members of the Company and the Company to formulate, control, regulate and amend the system of handicapping and course rating, which shall be applicable to Players.
- 5.8. to afford means whereby disputes and differences between Members and between Members and Players may be resolved.
- 5.9. to institute, conduct and defend any legal proceedings by or against the Association or its officers.
- 5.10. to aid, assist and generally promote the interest of its members and the Company.
- 5.11. to raise funds for the Company as it may deem fit and to make recommendations regarding the administration of such funds as herein provided.
- 5.12. to publish brochures, journals or publications and to conclude arrangements with other persons in order to publicise the activities of the Association and its Members and to disseminate matters of interest to Members and Players.
- 5.13. to make recommendations to the Company regarding the acquisition by the Company by purchase, lease or otherwise, both movable and immovable property



and to sell, dispose of or otherwise deal with any of the property or the assets of the Company.

- 5.14. to make recommendations to the Company regarding the investment of any funds not immediately required by the Company.
- 5.15. to, together with the Company, formulate and prescribe rules of conduct and etiquette to be observed by Players and to take such steps as may be necessary to ensure that these are observed.
- 5.16. to assist the Company with the establishment of and co-operation with other bodies regarding the administration of a fund for the development of golf among the disadvantaged sections of the community.
- 5.17. to further and safeguard the interests of the Association.
- 5.18. to ensure that members undertake to subscribe to the mission and objectives of the Association as set out in this Constitution.
- 5.19. to make recommendations to the Company regarding the establishment and maintaining of a Central Handicap Server for all amateur golfers. Any golfer who is not on the Central Server shall not have an official handicap recognised by the Association and the Company.
- 5.20. To, together with the Company, award National Colours and awards to Players in accordance with SASCOC Regulations.
- 5.21. to, together with the Company, promote junior golf throughout South Africa.
- 5.22. to encourage the playing of golf by the youth of South Africa, through tuition and competition, or by any other means as decided upon by the Executive.
- 5.23. to encourage the formation of junior sections in unions and golf clubs.



- 5.24. to develop and encourage correct etiquette amongst junior golfers.
- 5.25. to ensure good corporate governance of its Members, who will be obliged to submit audited statements to the Association and the Company annually. Failure on the part of any member to do so may result in the suspension of rights and privileges as set out in clause 12 below.
- 5.26. to entitle the Association to conduct its own audit of any Member should reasonable grounds to suspect mismanagement exists.

6. INTEGRATION OF GOLF GROUPINGS AND PLAYERS' AGE CATEGORIES:

- 6.1. The Association shall integrate and where pertinent and practical, incorporate peripheral operations related to the various Golf Groupings. The Association shall for each Golf Grouping contemplated in clause 6.2. stipulate any Player age participation criteria.
- 6.2. Golf groupings integrated into the operations of the Association are at present:
 - 6.2.1. Junior golf.
 - 6.2.2. Schools golf.
 - 6.2.3. Student golf, participation in which shall be open to Players who are bona fide students at educational institutions registered with the Department of Higher Education and Training.
 - 6.2.4. Mid Amateur golf.
 - 6.2.5. Senior Amateur golf.
 - 6.2.6. Open Amateur golf.



7. RULES OF GOLF AND AMATEUR STATUS

The Association accepts and is bound by the Rules of Golf and the Rules of Amateur Status together with such amendments or additions thereto as may from time to time be adopted by R & A Rules Limited and the decisions which it may from time to time take on the interpretation of the Rules of Golf.

8. INCOME, PROPERTIES AND MONIES

8.1. Save for the property of the Association situated at Unit 8 Ferndale Mews North, 355 Oak Avenue, Ferndale, Johannesburg ("**Ferndale Property**"), the income, property and monies of the Association from whatever source derived have been transferred to the Company and shall be applied and invested solely towards the promotion of the objects of the Company as set forth in the Company's Memorandum of Incorporation and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member. Nothing herein contained and subject to the availability of funds, shall however prevent the making of grants by the Association to a member for the purpose of carrying out its objects or furthering its interests or the payment of out of pocket expenses to any member of the Executive or to the payment of remuneration to any person for any service actually rendered to the Association.

8.2. Nothing in this clause contained shall prevent the Association from transferring the assets and staff of the Association to the Company. It being recorded that save for the Ferndale Property, all assets and staff have been transferred to the Company and the Association shall endeavor to transfer the Ferndale Property to the Company, alternatively shall transfer the proceeds derived from any disposal of the Ferndale Property to the Company.

9. LIABILITY OF MEMBERS

The Association shall be a body corporate having an existence independent of its Members with perpetual succession capable of suing or being sued in its own name. All its assets (to the extent that it acquires such assets) shall be transferred to the Company. Members who



shall not be liable to meet the debts, engagements and liabilities of the Association and the liability of Members shall be limited solely to the amounts due by them in respect of affiliation fees owing to the Company or other monies payable by them in terms of this Constitution.

10. MEMBERSHIP

Subject to clause 14, the Members of the Association shall consist of:

10.1. Affiliated Golf Unions in the Republic. It being recorded that various Affiliated Golf Unions are in the process of amalgamating men's and women's golf and may through that process change their names. Accordingly, the Affiliated Golf Unions in the Republic at present are listed below (and shall include any reference to such union pursuant to a name change following the aforementioned amalgamations):

- 10.1.1. Boland Golf Union
- 10.1.2. Border Golf Union
- 10.1.3. Central Gauteng Golf Union
- 10.1.4. Eastern Province Golf Union
- 10.1.5. Ekurhuleni Golf Union
- 10.1.6. Free State Golf Union
- 10.1.7. Gauteng North Golf Union
- 10.1.8. Kwa-Zulu Natal Golf Union
- 10.1.9. Limpopo Golf Union
- 10.1.10. Mpumalanga Golf Union
- 10.1.11. North West Golf Union.
- 10.1.12. Northern Cape Golf Union
- 10.1.13. Southern Cape Golf Union
- 10.1.14. Western Province Golf

10.2. Membership of the Association may be applied for by associations or groups of golf clubs, qualifying in one of the provinces, district municipalities and metropolitan municipalities categories listed in 11.3, as defined by the Municipal Demarcation Board in conformance with the prescripts of the Municipal Demarcation Act of



1998.

11. COMPOSITION AND BOUNDARIES OF MEMBERS AND ESTABLISHMENT AND ADMISSION OF NEW MEMBERS

11.1. The Association in General Meeting may on a recommendation of the Executive or at the request from one or more Members or a group or Association of Golf Clubs, within the area of its jurisdiction and if it considers that it is in the interests of the members of the golf clubs or the Players thereof to do so:

11.1.1. admit further Members upon such terms and conditions as it may think fit; or

11.1.2. alter the basis of representation of Members on the Executive or at General Meetings.

11.2. The boundaries of Members shall be as defined by the Municipal Demarcation Board and shall be known as geographical boundaries. Any new course built shall be affiliated with the union on the basis of the geographical boundaries as defined by the prescripts of the Municipal Demarcation Board in conformance to the Municipal Demarcation Act of 1998 and any other prevailing legislative prescript.

11.3. Membership of the Association may be applied for by prospective associations or groups of golf clubs, qualifying in one of the provinces, district municipalities and metropolitan municipalities categories, as defined by the Municipal Demarcation Board in conformance with the prescripts of the Municipal Demarcation Act of 1998, which may be either:

11.3.1. A union of clubs within all the municipalities in a single province in the Republic; or

11.3.2. A union of clubs within a metropolitan municipality in a single province in the Republic where the total number of affiliated Players exceed five thousand (5 000) or five percent (5.0%) of the total number of affiliated Players (whichever is the lesser) registered with SAGA; or



11.3.3. A union of clubs within a subset of district municipalities in a single province in the Republic where the total number of affiliated Players exceed five thousand (5 000) or five percent (5.0%) of the total number of affiliated Players (whichever is the lesser) registered with SAGA;

11.3.4. A union of clubs within a subset of district municipalities and metropolitan municipalities in a single province in the Republic where the total number of affiliated Players exceed five thousand (5 000) or five percent (5.0%) of the total number of affiliated Players (whichever is the lesser) registered with SAGA.

11.4. Before making a recommendation as envisaged in sub-clause 11.1, the Executive shall consult with the Members or group or association of golf clubs affected thereby.

12. RIGHTS AND PRIVILEGES OF MEMBERS

12.1. All Members shall be bound by this Constitution.

12.2. Membership of the Association shall, subject to the provisions of this Constitution, entitle Members to enjoy the privileges and advantages of the Association including the rights of Players to participate in golf tournaments and events held under the aegis of the Association and its Members and under the conditions governing the game.

13. AFFILIATION FEES AND LEVIES PAYABLE BY MEMBERS

13.1. Each Member shall pay to the Company an annual Affiliation Fee and such further levies as may be prescribed from time to time at a General Meeting, and the Executive may in consultation with the Company make recommendations to the Company regarding revisions to the annual Affiliation Fees.

13.2. Liability for payment of annual Affiliation Fees and levies by Members shall accrue as from the 60th day of each Member's respective Golf Clubs' membership years.



- 13.3. The annual Affiliation Fee and any levies payable by a Member shall be based per capita on the number of Players belonging to and handicapped by the Golf Clubs of such Member and calculated as per each Golf Clubs respective membership year.
- 13.4. The Affiliation Fees of new Players or Players moving between Golf Clubs collected as per clause 13.1 above shall be paid over to the Company on a monthly basis.
- 13.5. When invoicing the Member, the Company shall send to the Member the following particulars:
 - 13.5.1. the number, names and addresses of Golf Clubs affiliated to it;
 - 13.5.2. the number of renewing, new and transferring Players handicapped at each such Golf Club;
 - 13.5.3. the composition of the Players as either male, female and as full member or junior member.
- 13.6. Each Member's Golf Clubs are afforded sixty (60) days in total from their membership year start date to remove Players from the handicap system, to allow for the removal of Players that will not be renewing their membership with the Member's Golf Club ("the Clean-up period").
- 13.7. The Company will invoice the respective Members monthly based on (1) their respective Golf Club's memberships after the sixty (60) days Clean-up period as provided for in clause 13.6 and/or (2) of new Players or Players moving between Golf Clubs during a particular month.
- 13.8. The Member will make payment to the Company within 45 days from date of the Company's relevant invoice.
- 13.9. No Member ceasing its Membership of the Association for whatever cause, shall be entitled to a refund of any amount, or portion thereof, paid by it to the



Association in terms of the foregoing.

- 13.10. Members shall be responsible to the Company for the payment to it of the prescribed Affiliation Fees and such further levies due by their Golf Clubs. If a Golf Club of a Member has not paid the Affiliation Fees and levies, if any, due to the Member (and ultimately payable to the Company) within 30 days after the Golf Club has been called upon to do so by its Member, the Golf Club concerned shall be suspended by the Member, until such time as the due Affiliation Fees and levies have been paid by the Golf Club concerned.
- 13.11. Any Member failing to comply with clause 13.8 or 13.10 above may have its rights in terms of clause 12 suspended at the sole discretion of the Executive.
- 13.12. It being recorded that the Association has ceded and assigned all rights to receive Affiliation Fees and Levies to the Company, which cession and assignment was accepted by the Company. In addition, any Affiliation Fees and Levies incorrectly paid to the Association shall be transferred as soon as reasonable to the Company.

14. **TERMINATION OF MEMBERSHIP**

- 14.1. A Member shall cease to be a Member of the Association and to enjoy the privileges thereof if it resigns, in writing, from the Association or, if its membership is withdrawn by the Association at a General Meeting.
- 14.2. If in the opinion of the Executive a Member has conducted its affairs in an irregular or improper manner, or has willfully committed a breach of the provisions of this Constitution, or any of the terms and conditions upon which it was admitted to membership or has contravened any of the basic rules of golf in the conduct of its affairs or has disregarded or contravened any ruling issued by the Association in General Meeting or the Executive, the Executive may after giving such Member an opportunity to be heard, suspend such Member for such period as the Executive may deem fit or may terminate its membership of Association, provided that the Member concerned may within one week after receipt of written notification of the decision of the Executive require the Executive to call a Special General



Meeting to consider the said decision. The Association may at such Special General Meeting, or any lawful adjournment thereof, confirm, vary or set aside the decision of the Executive. The decision of the Executive shall remain in full force and effect until it be varied or set aside by the Association as aforesaid.

- 14.3. Should the number of Players of any Member fall below the number as determined in sub-clause 11.3, the membership of the affected Member shall be reviewed.

15. REINSTATEMENT OF MEMBERSHIP

The Executive may, upon receipt of an application, in writing, from a Member whose membership has been terminated in terms of any of the foregoing sub-clauses, reinstate such Member upon such terms and conditions as it may decide.

16. MANAGEMENT

- 16.1. The Association shall be governed and its affairs and activities administered by an Executive Committee acting under the authority conveyed to it by this Constitution or by any mandate given to it by the Association in General Meeting.
- 16.2. The Executive is empowered to take forthwith all steps as are necessary to form and have incorporated the Company, being a Non-Profit Company (NPC) in terms of Section 8, read with Schedule 1 of the Companies Act No 71 of 2008.
- 16.3. The founding members of the said NPC shall be WGSA and SAGA.
- 16.4. The initial directors of the said NPC shall be the President, Vice-President and two other nominees of SAGA, and the President and two other nominees of WGSA. All other directors shall be appointed by the members of the said NPC, in accordance with the prescripts of the Memorandum of Incorporation of the said NPC.
- 16.5. The founding members of the said NPC shall have the right to invite golf associations to be incorporated as Members of the said NPC, when pertinent and practical, and at the level to be agreed at that time.



16.6. Pursuant to the incorporation of the Memorandum of Incorporation of the aforesaid NPC, the constitutions of the WGSA and SAGA will have been amended so as to conform to the terms of the Memorandum of Incorporation. To the extent that there is any conflict between the Memorandum of Incorporation of the Company and this Constitution, the provisions of the Memorandum of Incorporation shall prevail.

16.7. The Executive may delegate any or all of its functions in terms of this clause to the Company.

17. EXECUTIVE COMMITTEE: COMPOSITION

17.1. The Executive Committee shall consist of the following persons:

17.1.1. The President of the Union; and

17.1.2. A Senior Vice-President; and

17.1.3. A Second Vice-President,

which persons shall be elected at the Annual General Meeting of the Association as hereinafter provided and which election shall be subject to the provisions of clause 18.

17.1.4. Any person nominated by the respective Members, which (subject to clause 14 and any envisaged name changes pursuant to clause 10.1) at present are as follows:

17.1.4.1.	Boland Golf Union	1
17.1.4.2.	Border Golf Union	1
17.1.4.3.	Central Gauteng Golf Union	1
17.1.4.4.	Eastern Province Golf Union	1
17.1.4.5.	Ekurhuleni Golf Union, Eastern Gauteng	1



17.1.4.6.	Free State Golf Union	1
17.1.4.7.	Gauteng North Golf Union	1
17.1.4.8.	Kwa-Zulu Natal Golf Union	1
17.1.4.9.	Limpopo Golf Union	1
17.1.4.10.	Mpumalanga Golf Union	1
17.1.4.11.	North West Golf Union	1
17.1.4.12.	Northern Cape Golf Union	1
17.1.4.13.	Southern Cape Golf Union	1
17.1.4.14.	Western Province Golf	1

17.1.5. Any further Members shall have one (1) delegate per Member.

- 17.2. Voting shall be subject to paragraph 19.9, be by show of hands unless a ballot is demanded by the majority of the persons present at the meeting subject to proxy votes as detailed in clause 35 hereafter.
- 17.3. Each Member shall three (3) weeks prior to the Annual General Meeting of the Association, notify the Executive Director in writing of the persons nominated by it to serve on the Executive for the ensuing year. Until such time as a Member has notified the Executive Director of its nominees, it shall not be entitled to be represented at meetings of the Executive.
- 17.4. Members shall from time to time be entitled to change their nominated members referred to in sub-clause 17.3 or to appoint alternates for any particular meeting. Such alternates shall be entitled to vote at Annual or Special General Meetings and Meetings of the Executive or Sub-Committees. Notice of any change of nomination or of the appointment of an alternate shall be given to the Executive Director in writing prior to any meeting.
- 17.5. The appointments of the elected and nominated Members of the Executive Committee shall take effect from the conclusion of the Annual General Meeting and shall continue until the conclusion of the next succeeding Annual General Meeting.



17.6. In order to provide for and pursue the development of golf in the Republic of South Africa and elsewhere and to provide a broader basis of Group Representatives:

17.6.1. Five (5) persons nominated in accordance with affirmative action principles shall serve on the Executive Committee who shall each have one (1) vote on the Executive Committee and at the Annual General Meeting.

17.6.2. The five (5) persons referred to in sub-clause (a) above shall be nominated as follows by the Members:

17.6.2.1. the names of the five (5) nominated persons shall be considered by the Executive Committee and on this Committee's recommendation shall be approved of at an Annual General Meeting / Special General Meeting;

17.6.2.2. the persons so nominated must have served for at least one year on a Provincial Union structure, and for the duration of that person's tenure as an executive member, that person must also be a serving member of the aforesaid Provincial Union;

17.6.2.3. that after such a nominated person has served on the Executive Committee for a minimum period of two (2) years such a nominated person may be nominated to serve the Association as an office bearer.

17.6.2.4. the election of such a nominated person as an office bearer shall be in accordance with the procedure as laid down in clause 18.

17.6.2.5. Any person nominated in terms of this clause will serve a maximum term of four (4) years. The Executive Committee may, at its discretion and by a majority vote in favour, be authorised to extend this term of office, to a maximum of an additional four



(4) years for each individual so nominated. Such renewal must be approved by the Executive Committee on an annual basis at the Annual General Meeting.

17.7. Honorary Members Of The Executive

17.7.1. The Association may in General Meeting, in recognition of outstanding services rendered to golf, appoint such persons as Honorary Members of the Executive for such period as the Association may decide.

17.7.2. Honorary members shall be entitled to attend meetings of the Executive and to take part in the deliberations thereof, but shall not be entitled to vote thereat.

18. PRESIDENT AND VICE-PRESIDENTS OF THE ASSOCIATION

18.1. Subject to sub-clause 17.1, a President, a Senior Vice-President and a Second Vice-President of the Association shall be elected and shall hold office until the next Annual General Meeting of the Association.

18.2. Nominations for the office bearers referred to in sub-clause 18.1 shall be made in writing by any Member. If duly nominated, the existing office bearers are eligible for re-election, subject to sub-clause 18.5, if duly nominated. The persons so nominated shall in writing signify their acceptance of nomination.

18.3. The aforesaid nominations and acceptances shall be in the hands of the Executive Director at least three (3) weeks before the date of the Annual General Meeting of the Association. Two (2) weeks prior to which the Executive director shall give Notice to Members and Executive members of the nominations and acceptances which have been received.

18.4. In the event of there being more than one nomination for any of the foregoing offices, elections shall be by elimination of the candidate receiving the least number of votes *et sequendi* until the successful candidate is obtained by a majority of the votes cast.



- 18.5. No person shall serve as President of the Association for more than two (2) consecutive terms of office.
- 18.6. If for any cause whatever there is at the time of the Annual General Meeting no valid and effective nomination for anyone of the office bearers, or if a vacancy among the office bearers shall occur at any time after their elections, the Executive shall be empowered to appoint one of its number to fill the vacancy until the next Annual General Meeting.
- 18.7. No person whose affiliation fees and levies are in arrears at the date of any meeting shall be entitled to be voted to any Executive Office, as an Office Bearer, or to vote at any Annual or Special General Meeting.
- 18.8. The President and Vice-presidents shall have one (1) vote each at any meeting of the Executive Committee.
- 18.9. Neither the President, Senior Vice President nor the Second Vice President shall at the same time of holding office as the President, Senior Vice President or the Second Vice President be entitled to hold office (1) as the president or vice president on the executive of WGSA and/or (2) on the Executive of a Member nor be in the paid employ of such Member for a period exceeding 3 (three) full calendar months after taking office. Any breach of this clause 18.9 shall render the affected position (i.e. the President, Senior Vice President or the Second Vice President position) vacant with immediate effect.

19. EXECUTIVE COMMITTEE MEETINGS

- 19.1. The Executive shall meet at least twice a year.
- 19.2. Meetings of the Executive shall be held on the directions of the President or on a requisition in writing to the Executive Director by not less than three (3) Executive members.
- 19.3. Meetings of the Executive shall be held at such time and place as the President may



decide. In the event of the incapacity or absence of the President at the time, the venues for meetings shall be determined by the Senior Vice-President or, in his absence, by the Second Vice-President.

- 19.4. At least two (2) weeks written notice of meetings shall be given to the Executive members by the Executive Director, provided that notice of adjourned meetings or of such further meetings as may be necessary during the gathering of Executive Committee Members may be given informally.
- 19.5. Minutes shall be kept by the Executive Director (or duly appointed person) of all Executive meetings.
- 19.6. All minutes shall be circulated to Members and to Executive members.
- 19.7. Nine (9) Executive members shall constitute a quorum for meetings of the Executive.
- 19.8. The President or in his absence the Senior Vice-President, or in his absence the Second Vice-President) or in the absence of all of them a person appointed by the Executive members present at the meeting shall preside as Chairman at meetings of the Executive and he shall have a casting vote as well as a deliberative vote.
- 19.9. The remaining Executive members shall each have 1 (one) vote.
- 19.10. Voting at meetings shall be by show of hands unless a ballot is demanded by a majority of the Executive Members present.

20. EXECUTIVE COMMITTEE: POWERS

The Executive shall have the power to do all things necessary to carry out and promote the objects of the Association except such matters as are required by this Constitution to be submitted to a General Meeting. Without limiting the powers and duties of the Executive and in addition to such powers as are conferred upon the Executive by this Constitution, the powers and duties of the Executive shall include the following:



- 20.1. To adopt, amend, review or rescind by-laws for the regulation and administration of the affairs of the Association and its Members;
- 20.2. A motion to review and rescind a decision shall require a two-thirds majority; such motion to be submitted to the office in writing fourteen (14) days before a meeting at which such motion is to be considered and/or reviewed. A new counter-motion must accompany such a review. Once a motion to review and rescind is successful, a simple majority will be required to pass such motion.
- 20.3. To appoint, remove or suspend the Executive Director and employees of the Association upon such terms and conditions as may be considered desirable.
- 20.4. To appoint such Committees and sub-committees (if required) from among its number, or otherwise, for such purposes and upon such terms as may be considered desirable and to delegate such powers thereto as may be necessary.
- 20.5. To summon, at any time a Special General Meeting of the Association;
- 20.6. To receive and authorise the transfer of monies to the Company in accordance with this Constitution;
- 20.7. To open banking accounts in the name of the Association solely to facilitate the transfer of the Ferndale Property to the Company, or alternatively to transfer the proceeds derived from any disposal of the Ferndale Property to the Company.
- 20.8. To depute and authorise officers of the Association to act on its behalf in the acquisition and alienation of property and to mortgage or use the same as security.
- 20.9. To select teams to represent the Association in golf matches or competitions and to prescribe the rules of conduct to be observed by such Players and officials;
- 20.10. To determine the manner in which national colours shall be awarded to Players and officials;



- 20.11. To, together with the Company, organize, promote and stage golf tournaments, championships and competitions, to prescribe rules for the right of entry therein and the conduct thereof and to endeavour in its discretion to arrange sponsors for tournaments staged by the Association;
- 20.12. To issue rulings and interpretations on any matter submitted to it or falling within the jurisdiction of the Union.
- 20.13. To take disciplinary action in terms of Annexure “B” against any Member or Player who, in the opinion of the Executive, has committed a breach of the Rules of Golf or the Rules of Amateur Status in any competition, whether national or otherwise, or whose conduct in the opinion of the Executive is unbecoming of a Player or detrimental to the game of golf, or who has in any other way committed a breach of any rule falling within the jurisdiction of the Association.
- 20.14. To appoint any person to represent the Association on any golf or other sporting body, which the Executive considers necessary or advantageous.
- 20.15. The Office Bearers together with the Chairmen of the Sub-Committees so formed in terms of clause 20.4 shall form a Management Committee. The President will have the power to co-opt any person to this Committee for such purposes as may be required. The Management Committee will meet at least twice a year at a time between the meetings determined in clause 19.1 or at any time that the President may require and for which due notice would be given. Five members of this management committee will form a quorum. The Management Committee will discuss and consider any proposals brought to the notice of the Executive by the Executive Director. The Management Committee may make operational decisions as mandated by the Executive Committee and may also make recommendations to the Executive Committee or the Emergency Committee, but will not be empowered to take policy decisions on behalf of the Association.

21. EMERGENCY COMMITTEE

The President and Senior and Second Vice-Presidents of the Association shall form an



Emergency Committee with power to act in relation to any situation or matter which the President certifies to be of an urgent nature. The President shall be required to give due notice to other members of the Emergency Committee of the matter to be considered and of which he has noted to be of an urgent nature. Two members of the Emergency Committee shall constitute a quorum to act on behalf of the Association, subject to any action taken by such Committee being reported to the next ensuing Executive Meeting of the Association and duly ratified. The powers hereby conferred shall relate to the necessity to act in relation to all urgent contracts, matters of a legal nature, agreements or legal process, but shall not empower the said Committee to take policy decisions on behalf of the Association. The said Committee shall have powers of co-opting any person to the said Committee for such purposes as required, but such person shall have no vote.

22. FINANCIAL YEAR

The financial reporting period of the Association shall run from the 1st day of January to the 31st day of December.

23. BOOKS OF ACCOUNT

Books of account of the affairs of the Association shall be kept and such books, together with all other papers and documents connected with or relating to the business or the affairs of the Association, shall be kept by the Company and shall be at all times accessible to the Executive members. The Executive shall from time to time determine under what conditions or regulations the books of account and other documents of the Association shall be open to inspection.

24. BANKING ACCOUNT

The Association has no bank account.

25. AUDITORS

The budgets and management accounts of the Association shall be reported on by the Company, separately from the other members of the Company (and from that of the



Company) as separate divisions within the budgets and accounts of the Company, it being specifically recorded that Annual Financial Statements shall only be prepared for the Company.

26. REPRESENTATION AT ANNUAL GENERAL MEETINGS

Subject to sub-clause 28.7 the persons entitled to be present and to take part in the proceedings of Annual General Meetings shall be:

- 26.1. The Executive Members with voting power of 1 (one) vote;
- 26.2. The Past Presidents of the Association, the South African Golf Association the South African Golf Union, and the South African Golf Federation, each with voting power of 1 (one) vote.
- 26.3. A delegate shall be nominated by Members to represent and carry the voting power of the member as follows:

Each member shall have the number of votes relative to the membership of the Union as returned to the Association as at the 31st December of the prior year.

26.3.1. 1 to 10 000 members - 1 vote

26.3.2. 10 001 to 20 000 members - 2 votes

26.3.3. 20 001 or more members - 3 votes

A member may optionally assign its delegate's voting power to its represented Executive Member who will carry the member's voting power in addition to the voting power of the Executive Member.

27. ANNUAL GENERAL MEETING

- 27.1. An Annual General Meeting of the Association shall be held each year within 6 (six)



months after the financial year end.

27.2. The Executive Director shall give at least eight (8) weeks preliminary notice of the date of the Annual General Meeting to members of the Executive, past Presidents and Members.

27.3. Notice of any special business which the Executive or any Member wishes to be considered at the Annual General Meeting shall be submitted in writing to the Executive Director not less than six (6) weeks before the date of the Annual General Meeting.

27.4. Formal notice of the Annual General Meeting incorporating:

27.4.1. the Agenda for the meeting;

27.4.2. any special business or resolution to be considered thereat,

27.4.3. the Annual Report of the Executive; and

27.4.4. the Audited Financial Statements of the Company for the past financial year

shall be given to Executive members, past Presidents and Members at least four (4) weeks before the date of the Annual General Meeting.

27.5. Each Member shall notify the Executive Director, in writing, prior to the holding of the Annual General Meeting, of the names of its delegate who will attend and represent it at the Annual General Meeting. Any omission to do so will disentitle the delegate of the Member concerned from voting at such meeting.

28. PROCEDURE AT ANNUAL GENERAL MEETINGS

28.1. The President or in his absence the Senior Vice-President or in his absence the Second Vice-President, shall preside as Chairman at Annual General Meetings. In



the absence of all the aforementioned, the persons present at such Meeting shall appoint one of its number to act as Chairman.

- 28.2. There shall be deemed to be a quorum at the Annual General Meeting if there are present not less than fifteen (15) Executive members or their alternates, past Presidents and/or delegates. If a quorum is not present within half an hour of the time for which the meeting has been called, the Chairman shall declare the meeting stand adjourned for a further 15 minutes and reconvene the Annual General Meeting at the same place and those persons present at such postponed meeting shall constitute a quorum, irrespective of the number present, and may transact the business of the Annual General Meeting.
- 28.3. No business or resolution of which due notice has not been given shall be discussed at the Annual General Meeting provided that it shall be competent for the Chairman, at his discretion, to allow any amendment of wording of any resolution to be moved notwithstanding that due notice has not been given of the intention to move such amendment.
- 28.4. The Executive Director shall take minutes of the proceedings of the Annual General Meeting and shall circularise these to Executive members, past Presidents and Members as soon as possible after the meeting.
- 28.5. Save as is otherwise provided by this Constitution, all resolutions put to an Annual General Meeting shall be passed and shall be held as valid and effectual if carried by a majority of the Executive members, past Presidents and delegates present and entitled to vote at the Meeting.
- 28.6. The Chairperson shall have a deliberative as well as a casting vote and the Executive members, past Presidents and delegates present shall each have the votes prescribed. Voting shall be subject to sub-paragraph 26.3 and be by show of hands unless a ballot is demanded by a majority of the persons present at the Meeting, subject to proxy votes as detailed in clause 35 hereafter.
- 28.7. Any Member which has not paid its affiliations fees or levies as hereinbefore



provided by the date of the Annual General Meeting shall not be entitled to attend or vote at such Annual or Special General Meeting.

29. THE BUSINESS TO BE CONDUCTED AT THE AGM

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

- 29.1. To receive the delegates' credentials .
- 29.2. To confirm the minutes of the preceding Annual General Meeting and of any Special General Meetings that may have been held since the preceding Annual General Meeting.
- 29.3. To receive, consider and, if approved, adopt the Report of the Executive on the affairs of the Association for the preceding year.
- 29.4. To receive and consider the Audited Financial Statements of the Company for the past financial year.
- 29.5. To elect the President, the Senior Vice-President and Second Vice-President of the Association for the ensuing year.
- 29.6. To appoint an Auditor for the ensuing year.
- 29.7. To consider any resolution of which due notice has been given as hereinbefore provided.
- 29.8. To appoint Honorary Members of the Executive.
- 29.9. To consider any matter brought forward by the Executive.
- 29.10. To consider any further business of a general or competent nature.

30. SPECIAL GENERAL MEETINGS



- 30.1. The Executive may at any time convene a Special General Meeting of the Association and it shall do so if so requested in terms of sub-clause 14.2 or upon receiving a requisition to that effect signed by three members and stating the purpose of such Meeting.
- 30.2. Upon receipt of a directive from the Executive or a request as aforesaid the Executive Director shall, subject to the provisions of the sub-clause 31.2 give four (4) weeks written notice to Executive members, past Presidents and Members, of the date, time and place of the proposed Meeting and the business to be transacted thereat.
- 30.3. No business shall be discussed at a Special General Meeting save the business for which the Meeting shall have been called.
- 30.4. At all Special General Meetings the provisions of clauses 26, 27 and 28 shall, *mutatis mutandis*, apply, provided, however, that if a quorum is not present the Special General Meeting shall be deemed to be dissolved except in the case of a Special General Meeting convened pursuant to be a request in terms of sub-clause 14.2 when the provisions of sub-clause 28.2 shall, *mutatis mutandis*, apply.

31. AMENDMENT OF CONSTITUTION

- 31.1. The Constitution shall not be repealed or amended except by resolution passed at an Annual General Meeting or at a Special General Meeting called for that purpose, which resolution shall be passed by not less than two-thirds of the Executive members, past Presidents and delegates present. A copy of all amendments to the constitution must be submitted to the Commissioner for the South African Revenue Services.
- 31.2. Where a Special General Meeting is convened for the purpose of sub-clause 31.1 the provisions of clause 27 regarding notices of a meeting shall, *mutatis mutandis*, apply.

32. DISSOLUTION OF ASSOCIATION



- 32.1. The Association may not be dissolved, wound up or placed in liquidation except by a resolution passed at a Special General Meeting of the Association called for that specific purpose which resolution shall be passed by not less than two-thirds of the Executive members, past Presidents and delegates present at such meeting and entitled to vote.
- 32.2. If at a Special General Meeting of the Association it is resolved that the Association be dissolved or wound up and placed in liquidation, a liquidator shall be appointed at that meeting. If after payment of all debts and liabilities of the Association any property of whatsoever nature remain, the same shall be given to any similar public benefit organization which has been approved in terms of section 30 of the Act.

33. NOTICES

- 33.1. All notices to be given in terms hereof shall be in writing and signed by the Executive Director.
- 33.2. Notices posted to the last known address of the persons entitled to receive the same shall be deemed to constitute effective notice.
- 33.3. The accidental omission to give notice to a person entitled to receive the same or the non-receipt of such notice shall not invalidate any meeting or proceedings to which such notice related or any decision taken thereat.
- 33.4. All property vesting in the Association shall be registered in the name of the Trustees for the time being of the South African Golf Association and all documents necessary for signature and authentication shall be deemed to have been duly signed and authenticated on behalf of the Association, when signed by the signature of either the President/Senior Vice-President/ Second Vice-President, and by the Executive Director.

34. PROXIES



Voting by Proxy shall be permissible at all Annual or Special General Meetings in which amendments to this Constitution are voted upon. The Instrument of Proxy shall be in the hands of the Executive Director at least 1 hour before the advertised time of the meeting and shall be in the following form:

THE SOUTH AFRICAN GOLF ASSOCIATION

I, _____ of _____

being an Executive Committee Member / Delegate of _____ Golf Union,
hereby appoint

or failing him

or failing him

of _____

as my proxy to vote for me and on my behalf at the Annual General Meeting / Special General Meeting (as the case may be) of the Association to be held on the day of _____ 20__ and at any adjournment thereafter as follows:

	In favour of	Against
Resolution No. 1	_____	_____
Resolution No. 2	_____	_____
Resolution No. 3	_____	_____

(Indicate instruction to proxy by way of a cross in space provided above.)



Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this _____ day of _____ 20__

Signature

35. INTERPRETATION OF THIS CONSTITUTION

Any disputes arising out of or in connection with the enforceability of this constitution or the application and interpretation of the provisions thereof or any dispute between:-

- 35.1. The Association and another National Sports Federation; or
- 35.2. Between members of the Executive Committee;
- 35.3. Between a member of the Executive Committee and the Executive Committee;
- or
- 35.4. Between the Executive Committee of the said Union and a Member or Player

shall be referred to the Arbitration Foundation of Southern Africa for resolution through mediation or expedited arbitration in terms of the Rules and Procedure for the Resolution of Disputes in Sport prevailing at the time such dispute is so referred. In the event of arbitration in terms of the foregoing, such resolution shall be final and binding on the parties to the dispute.