



**SOUTHERN CAPE
GOLF**

**CONSTITUTION OF
SOUTHERN CAPE GOLF UNION**

NPO: 252-703 NPO

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**SOUTHERN CAPE GOLF
UNION CONSTITUTION**

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1. NAME

- 1.1. The organization hereby constituted will be called SOUTHERN CAPE GOLF UNION.
- 1.2. Its shortened name will be SC GOLF Hereinafter referred to as the organization.
- 1.3. SC Golf is a result of the amalgamation of the two former controlling bodies of amateur golf in the Southern Cape being the Southern Cape Golf Union ("SCGU") and Southern Cape Women's Golf ("SCWG") and is the successor-in-title to both bodies.

2. BODY CORPORATE

THE ORGANISATION SHALL:

- 2.1. Exist in its own right, separately from its members.
- 2.2. Members shall not be liable to meet debts, engagements or liabilities of SC Golf and the liability of Members shall be limited solely to the amounts due by them in respect of subscription, levies or other monies payable in terms set out by this constitution.
- 2.3. Continue to exist even when its membership changes and there are different office bearers.
- 2.4. Be able to own property and other possessions.
- 2.5. Be able to sue and be sued in its own name.
- 2.6. SC Golf's income and property will not be distributable to its members or office-bearers, except as reasonable compensation for goods supplied and/or services rendered and members or office-bearers will have no rights in the property or other assets of the organisation solely by virtue of their being members or office-bearers.

3. OBJECTIVES

3.1 THE ORGANISATION'S MAIN OBJECTIVES ARE TO:

- 3.1.1. To promote, advance, protect and foster the game of golf within its boundaries by maintaining the traditions and uniform observance of the Rules of Golf by its affiliates and individual playing members
- 3.1.2. To provide and form an organisation which caters for the needs of all golf players, irrespective of gender, age, race, religion or belief, sexual orientation or disability; and, in particular, to form an organisation that creates a close working relationship between men's and women's golf.

- 3.1.3. To operate as a non-profit organization that promotes and encourages the playing and development of the game of golf.
- 3.1.4. To promote, advance and protect the interests of the game of golf within the Territory and to perform all such acts as may be deemed advisable in the interests of the game of golf or of SC Golf.
- 3.1.5. To further and safeguard the interests of SC Golf and its Affiliated Clubs and members and to take such steps as are deemed necessary or expedient for this purpose.
- 3.1.6. To promote a drug free environment in the sport.
- 3.1.7. To promote equitable access to the sport for all.
- 3.1.8. To raise, administer and disburse funds in order to carry out the objects herein specified.

3.2 THE ORGANISATION'S SECONDARY OBJECTIVES WILL BE TO:

- 3.2.1. To safeguard, manage and administer the interests of SC Golf and its members.
- 3.2.2. To bring about and maintain close co-operation between its Affiliated Clubs and the individual members thereof.
- 3.2.3. To organise, administer and arrange for participation by golfers, either as individuals or as members of teams, in provincial and/or national tournaments, matches and events.
- 3.2.4. To formulate, control and regulate golf competitions held from time to time under the auspices of SC Golf, and such other events as may from time to time be determined.
- 3.2.5. To consider and give decisions and rulings on all questions and disputes in regard to golf which may arise or be submitted to SC Golf from time to time.
- 3.2.6. To advise Affiliated Clubs on any matters relating to course management, control and construction.
- 3.2.7. To give advice to all Affiliated Clubs and to afford means whereby disputes and differences between Affiliated Clubs may be settled.

- 3.2.8. To maintain the uniform observance of the Rules of Golf and the traditions of the game of golf by its Affiliated Clubs and the individual Playing Members constituting such Affiliated Clubs.
- 3.2.9. To publish bulletins, journals or publications or to conclude arrangements with other persons in order to publicize the activities of SC Golf and its Affiliated Clubs and to disseminate matters of interest to Affiliated Clubs and to members thereof.
- 3.2.10. To purchase, sell, lease or otherwise acquire and to dispose of movable and immovable property; to encumber such property by way of mortgage or other bonds and to deal with such property in any such way as SC Golf may deem fit.
- 3.2.11. To erect, construct, alter, maintain, manage and control any buildings or other erections.
- 3.2.12. To invest any funds not immediately required in mortgage bonds over immovable property, government, municipal stocks or shares, on fixed deposit or savings accounts with banks or sound financial institutions.
- 3.2.13. To perform the function of rating the golf courses of those clubs falling under its jurisdiction for the purposes of handicapping.
- 3.2.14. To do all such things and perform all such acts as SC Golf may deem expedient in the interests of its members which are not calculated to hinder the attainment of the objects of any law or are unreasonable in relation to the members or public.

4. **DEFINITIONS**

- 4.1 In this constitution, unless the context shall otherwise require:
- 4.1.1. **Affiliated Club** shall mean any golf club affiliated to SC Golf in terms of this Constitution and such Affiliated Clubs shall be the members of SC Golf.
- 4.1.2. **Affiliation Fee** means the fee to be paid by the Affiliated Clubs in terms of clause 5.5 in this constitution.
- 4.1.3. **Business Day** means any day other than a Saturday, Sunday or South African public holiday.
- 4.1.4. **Day** means Business Day, except where calendar day is indicated.
- 4.1.5. **Body Corporate** shall mean the Executive Committee of SC Golf constituted in terms of clause 7 in this constitution.

- 4.1.6. **General Manager** shall mean the person appointed by the Executive, on a professional basis, to administer the affairs of SC Golf.
- 4.1.7. **GolfRSA** 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.
- 4.1.8. **Nonprofit organisation** means, as defined in the [Nonprofit Organisations Act 71 of 1997](#), a trust, company or other association of persons: established for a public purpose; and the income and property of which are not distributable to its members or office-bearers except as reasonable compensation for services rendered.
- 4.1.9. **Playing Member** shall mean a person who is a member of an Affiliated Club.
- 4.1.11. **President** shall mean the President elected at the Annual General Meeting.
- 4.1.12. **SAGA** shall mean the South African Golf Association or its successor(s) in title.
- 4.1.13. **Territory** means the area or district defined from time to time by the Demarcation Board of South Africa and SAGA (or its successor(s) in title) as the Eden and Central Karoo district situated in the Western Cape of the Republic of South Africa.
- 4.1.14. **SC Golf** shall mean the Southern Cape Golf Union.
- 4.1.15. **Vice President** shall mean the Vice President elected at the Annual General Meeting
- 4.2. **Voting:**
- 4.2.1. As specified in clause 9.6 of this constitution
- 4.3. **Southern Cape Golf Union** shall mean an organisation established to cater for the administration of amateur golf in the stipulated area of the Western Cape and shall include anybody established under a different name for a similar purpose.
- 4.4. **WGSA** shall mean Womens Golf South Africa or its successor(s) in title.
- 4.5. In case of doubt as to the meaning of any paragraph hereof, the interpretation of the Executive shall be binding upon Affiliated Clubs until such time as the Council may otherwise determine at a General Meeting. Any decision made by the Council 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.

5. AFFILIATION

- 5.1 SC Golf is constituted as a result of the amalgamation of Southern Cape Women's Golf and the Southern Cape Golf Union and the unification of these two controlling bodies in the Territory.
- 5.2 SC Golf shall remain a member of the South African Golf Association in respect of affiliated amateur men members and of Womens Golf South Africa in respect of affiliated amateur women members,
- 5.3 Collaborate and co-operate with GolfRSA, South African Golf Association, Women's Golf South African, Provincial Golf Unions and other Golfing Stakeholders.
- 5.4 Each Affiliated Club shall be responsible for the payment of affiliation fees by its members to the Union. The Union will then pay over GolfRSA affiliation fees as per their constitution
- 5.5 Clubs will be invoiced based on their financial year for affiliation fees. Clubs will receive a pro forma invoice on the first day of their new financial year and have 60 days to collect fees from their members and remove old members from their system. When the 60 days have passed the affiliated clubs will receive a final invoice from Southern Cape Golf due on presentation. Thereafter the affiliated clubs will receive a monthly invoice for any new members added after the main invoice.
- 5.6 The annual affiliation fee will be determined by the SC Golf Executive committee every year on or before the Annual General Meeting in November.
- 5.7 On Southern Cape Golf Union affiliation fee invoice, we will separate male, female and junior membership at each club.
- 5.8 No Affiliated Club ceasing its membership of SC Golf for whatever cause, shall be entitled to a refund of any amount, or portion thereof, paid by it to SC Golf in terms of the foregoing.
- 5.9 Any club who ceases its membership before their membership term, will be invoiced based on the highest number of male and female membership received during the current financial year.
- 5.10 The affiliated club will therefore still be responsible for the full and final invoice as generated by the SC Golf Executive Committee and is due within 7 days of receipt of the invoice. Once payment has been received the affiliated club and its members will be disaffiliated from SC Golf with immediate effect.

6. MEMBERSHIP

- 6.1 Any recognised and properly constituted golf club or golf section of any club, within the Territory, having its own golf course, or a right, in terms of

an agreement with the landowner at specified times and on specified days to the use of a public, Municipal or other golf course, shall be eligible for membership of SC Golf.

- 6.2 Application for membership shall be submitted to the Executive, which shall have the power to accept or reject such application in its discretion.
- 6.3 All such applications shall be accompanied by a copy of the club's constitution and rules, a list of the executive officers of the club, and a statement showing the number of members of the club.
- 6.4 An Affiliated Club shall cease to be a member of SC Golf if:
 - 6.4.1. it resigns from SC Golf in writing;
 - 6.4.2. payment of its Affiliation Fee has not been effected by a date determined as 60 days after the date of invoice, unless in special circumstances the Executive Committee have agreed to accept payment by some alternative date;
 - 6.4.3. its membership is terminated by the Executive committee.
- 6.5 The Executive Committee may, upon receipt of an application in writing from an Affiliated Club whose membership has been terminated in terms of clause 5.4, reinstate such Affiliated Club upon such terms and conditions as it may decide.
- 6.6 Membership of SC Golf shall not give any club, member or member of the Executive Committee any individual right, title, interest, claim or demand in or to any of the monies, property or assets of SC Golf.

7. GOVERNING STRUCTURE AND MECHANISM OF GOVERNANCE

The Executive Committee will oversee the organisation. The Executive Committee will be made up of not less than four members. They are the Board of governance of the organisation.

- 7.1 a President, who shall be elected at the Annual General Meeting in each year, and who shall hold office until the conclusion of the next succeeding Annual General Meeting, but who shall not hold office for more than three (3) consecutive years. A year thereafter he or she shall again be eligible for nomination to serve on the Board and as President if so elected.
- 7.2 a Vice-President, who shall be elected at an Annual General Meeting and who shall hold office until the conclusion of the next Annual General Meeting.
- 7.3 a minimum of two (2) and a maximum of four (4) members who shall be elected at the Annual General Meeting and who shall hold office until the conclusion of the next Annual General Meeting. Individual functions/responsibilities will be attached to each of these members as agreed on at the first Executive meeting following the Annual General Meeting. These include, but are not limited to Golf development, junior golf, women's golf, senior golf etc.

- 7.4 No person shall be eligible to be elected to any one of the positions set out in clauses 7.1 and 7.2 hereof unless such person has served a minimum period of one year as a member of the Executive Committee or two years equivalent body of SC Golf.
- 7.5 The retiring President and Vice-President shall be eligible for re-election without nomination.
- 7.6 The Executive Committee shall have the power to appoint or co-opt, in addition to the above, a maximum of two additional committee members who shall hold office until the conclusion of the next Annual General Meeting.
- 7.7 All nominations for election to the Executive Committee shall be made in writing and must be received by the office no later than seven days before the Annual General Meeting. The General Manager shall, no later than seven days before the relevant meeting, notify all Affiliated Clubs of SC Golf of the names of the candidates and the clubs to which they belong.

Committee Member Requirements & Responsibilities:

- 7.7.1 Be a **registered member in good standing** of a golf club affiliated with the SCGU.
- 7.7.2 Be **nominated and approved** according to the Union's Constitution and nomination process.
- 7.7.3 Be **18 years of age or older**.
- 7.7.4 Have a genuine interest in the **development and governance of amateur golf** in the Southern Cape region.
- 7.7.5 Demonstrate **integrity, accountability, and professionalism** in all golf-related matters.
- 7.7.6 Not be disqualified from serving as a director or office bearer of a nonprofit organization under South African law.
- 7.8 In all cases where nominations exceed vacancies a ballot shall be taken in such manner as the President shall determine.
- 7.9 In the absence of nominations, the persons holding office at the time of any election shall be deemed to have been re-elected for the ensuing year. No member of the Executive Committee shall be nominated or re-elected unless he has previously agreed in writing to accept nomination and to serve if elected.
- 7.10 The President, Vice-President, or any member of the Executive, who absents himself or herself from two consecutive meetings of the Executive Committee without leave of absence having been granted to him or her may, at the discretion of the remaining members of the Executive Committee, be deemed to have forfeited his or her seat, and the vacancy so caused shall be deemed a casual vacancy.

- 7.11 The Office Bearers must, as soon as possible, appoint someone to fill any vacancy that reduces the amount of Office Bearers.
- 7.12 An Office Bearer may resign from office in writing.

8. POWERS OF THE ORGANISATION

- 8.1. The Executive Committee shall have the power to do all things necessary to carry out and promote the objectives of SC Golf. However, such decisions and their activities may not be against the constitution of the Governing bodies or be against the law of the Republic of South Africa. Without limiting the powers and duties of the Executive and in addition to such other powers as are conferred upon the Executive in this Constitution, the powers and duties of the Executive shall include the following:
- 8.1.1. to borrow or raise money, create and hold invested funds and acquire securities and property of any kind whatsoever, to sell, cede, mortgage, transfer, exchange, or otherwise alienate or dispose of whole or any part thereof and to utilize and expend monies in terms of its powers and in pursuance of its objectives;
 - 8.1.2. to pass, amend or rescind bye-laws for the regulation and administration of the affairs of SC Golf and its Affiliated Clubs and members;
 - 8.1.3. to appoint personnel to assist in the administration of the affairs of SC Golf;
 - 8.1.4. to consider applications for membership to SC Golf and to accept or reject same;
 - 8.1.5. to fill vacancies in respect of nominated members of the Committee for the unexpired period of such a member's term of office. The Executive shall notify all Affiliated Clubs of the name of the person appointed to fill such vacancy;
 - 8.1.6. to appoint sub-committees 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;
 - 8.1.7. to summon, at any time, a Special General Meeting of SC Golf;
 - 8.1.8. to receive moneys and authorise expenditure in accordance with the objects of the Constitution;
 - 8.1.9. to open banking accounts in the name of SC Golf; and

- 8.1.9.1. to appoint representatives for bank accounts and all SARS related matters at an executive meeting;
- 8.1.9.2. a minimum of three executive members must represent SC Golf on the bank account and all SARS related matters one of whom must be the General Manager;
- 8.1.9.2. to resolve the manner in which such accounts may be operated on; and
- 8.1.9.3. to ensure that the financial transactions of SC Golf are conducted by means of such banking accounts;
- 8.1.10. to depute and authorise office bearers of SC Golf to act on its behalf in the acquisition and alienation of property and in the conduct of any legal or other proceedings brought by or against SC Golf;
- 8.1.11. to prescribe rules for the conduct of golfing events arranged by SC Golf or its Affiliated Clubs and to issue rulings and interpretations on any matters submitted to it or falling within the jurisdiction of SC Golf;
- 8.1.12. to deal with any matter, condition and circumstance arising for which specific provision is not made in the Constitution;
- 8.1.13. to consider and decide upon all questions and disputes submitted to SC Golf and arising out of matches between teams of clubs competing in SC Golf's competitions. The Executive Committee shall also be constituted as a Committee of Appeal to obtain interpretations when required, upon the rules of golf, and to decide any question arising in any game of golf, and the decision of the Committee thereon shall be accepted as final and binding, by all clubs;
- 8.1.14. to determine and vary the rating of the course of any Affiliated Club from time to time;
- 8.1.15. to determine rules relating to the eligibility of Playing Members to represent their Affiliated Clubs, participate in leagues, and represent SC Golf and to vary such rules from time to time;
- 8.1.17. to institute, conduct or defend any legal proceedings by or against SC Golf or the members of its Executive Committee acting in their capacity as such;
- 8.1.18. to select players and teams to represent SC Golf in golf matches or competitions and to determine the manner in which colours shall be awarded and to award the same;

8.1.19. to select teams to represent SC Golf in matches arranged against other Unions, Associations, Provinces, Clubs and Organisations.

8.1.20. subject always to the provisions of clause 2, to assist with long- and short-term goals for SC Golf and assist with policies and strategies as required by the General Manager.

8.1.21. If the Executive Committee thinks it is necessary, then it can decide to set up one or more sub-committees. It may decide to do this to get some work done quickly. Or it may want a sub-committee to do an inquiry, for example
The Executive Committee may delegate any of its powers or functions to a sub-committee provided that:

8.1.21.1 such delegation and conditions are reflected in the minutes for a meeting

8.1.21.2 at least one Office Bearer serves in the sub-committee.

8.1.21.3 there are three or more people on a sub-committee.

8.1.21.4 the sub-committee must regularly report back to the Board on its activities.

8.1.22. Any amendments to this constitution must be done at a Special General Meeting of the Executive or at the Annual General Meeting.

8.2. All documents required to be signed by or on behalf of SC Golf shall be signed by at least 2 (two) members of the Executive Committee (one of whom shall be the General Manager) or by the President and such person employed by SC Golf specially appointed to do so by the Executive Committee.

8.3 The day to day management of SC Golf shall be done by the General Manager and such person employed by SC Golf and which shall have such powers and duties as provided for in this Constitution or as delegated to it by the Committee.

8.4 All assets of SC Golf shall be held or registered in the name of SC Golf and all liabilities shall likewise be incurred in the name of SC Golf.

8.5 Disciplinary Powers

The Executive Committee shall have the power to appoint, at such times and for such purposes as the Executive Committee may deem fit, a sub-committee dealing with disciplinary matters ("the disciplinary committee") which shall consist of at least three members, at least a majority of whom shall be members of the Executive Committee other than the President and the Vice-Presidents. This sub-committee shall have the following powers:

- 8.5.1. to convene a disciplinary inquiry to inquire into the conduct of an Affiliated Club, a Playing Member or a player;
- 8.5.2. to summon a Playing Member, player or representatives of Affiliated Clubs to attend such inquiry;
- 8.5.3. to determine the rules of procedure for such inquiry, provided that such rules of procedure comply with the rules of natural justice;
- 8.5.4. to determine, by majority vote if the members are not unanimous, whether such conduct is:
 - 8.5.4.1. if committed by an Affiliated Club, amount to the conduct of such Affiliated Club's affairs in an irregular or improper manner or a willful breach of the provisions of this Constitution;
 - 8.5.4.2. a breach of the Rules of Golf; or
 - 8.5.4.3. a breach of the Rules of Amateur Status; or
 - 8.5.4.4. a breach of the standards of etiquette required of golfers in general; or
 - 8.5.4.5. conduct unbecoming of a golfer; or
 - 8.5.4.6. conduct which could bring SC Golf or the game of golf into disrepute, if the fact of such conduct became known; or
 - 8.5.4.7. any combination of the above.
- 8.5.5. to impose one or more of the following punishments:
 - 8.5.5.1. suspension or termination of the membership of an Affiliated Club or Playing Member;
 - 8.5.5.2. a formal reprimand.
 - 8.5.5.3. a fine.
 - 8.5.5.4. suspension of an Affiliated Club or Playing Member from playing in or attending at competitions for a period of time.
 - 8.5.5.5. removal of a Playing Member from representative teams or from Union office.
 - 8.5.5.6. suspension of a Playing Member from selection for representative teams for a period of time.

8.5.5.7. any combination of the above whether in the alternative or otherwise.

8.5.6. Any person who is found to be guilty of any of the offences set out in clause 8.5.4 above and is punished in terms of clause 8.5.5 above shall have the right of appeal against the finding of guilt and/or the punishment to a Committee consisting of the President, a Vice-President and one other member of the Executive Committee, which member shall not have been a member of the disciplinary committee which made the finding of guilt and/or which imposed the punishment. Such appeal shall be noted by the giving of written notice to the Executive of such appeal within fourteen days after the handing down of the decision of the disciplinary committee, unless the Executive Committee shall have granted an extension of such time period in which case they shall lay down the extended time limit.

9. MEETINGS OF THE ORGANISATION

9.1 MEETINGS OF THE EXECUTIVE COMMITTEE (ORDINARY MEETINGS)

9.1.1 A meeting of the Executive Committee shall be called by the President or the General Manager within 90 days of the Annual General Meeting.

9.1.2 The Executive shall meet from time to time as required.

9.1.3 The President:

9.1.3.1 may, at any time; and

9.1.3.2 shall, on a written request of at least two members of the Executive Committee;

convene a special meeting of the Executive Committee. Such request shall state the purpose for which the special meeting is to be convened.

9.1.4 At least seven days' notice of Executive Committee Meetings shall be given to all members of the Executive Committee. At all meetings of the Executive Committee the President or, in his or her absence, the Vice-President shall be Chairperson in rotation; but should both be absent, the General Manager will chair the meeting.

9.1.5 Each member of the Executive shall have one vote, and in the event of an equality of votes the Chairperson shall have a second or casting vote.

9.1.6 At any meeting of the Executive Committee, one third of the Executive Committee shall constitute a quorum for the transaction of business.

9.1.7 The President shall *ex officio* be a member of all sub-committees.

9.1.8 Decisions and actions taken, other than those of a routine nature, shall be recorded in the form of minutes.

9.2 **MEETINGS OF THE MEMBERS OF THE ORGANISATION**

Annual General Meetings (AGM)

9.2.1. Members of the organisation must attend its annual general meetings.

9.2.2. The purpose of an Annual General Meeting (AGM) is to:

- Report back to members from the Office Bearers on the achievements and work of over the year.
- Approve any changes to the constitution.
- The annual general meeting must be held once every year, no less than 6 months after the organisation's financial year end.

9.2.3. The organisation should deal with the following business, amongst others, at its annual general meeting:

- Agree to the items to be discussed on the agenda.
- Write down who is there and who has sent apologies because they cannot attend.
- Read and confirm the previous meeting's minutes with matters arising.
- Presidents report.
- Financial report.
- Changes to the constitution that the executive committee may want to propose at the AGM or SGM.
- Elect new office bearers.
- General.
- Close the meeting.

Special General Meetings

9.2.4. The Special General Meeting (SGM) or any other special meeting is held outside of the normal or regular meetings.

9.2.5. Special or extraordinary meetings can take the shape of an Annual General Meeting (AGM) or any ordinary meeting of members.

9.2.6. The Executive Committee or not less than one-third of the members may call a Special General Meeting of the organisation.

9.2.7. Special meetings may be called when the Executive Committee needs the mandate or guidance of the general members of the organisation to take up issues that require urgent attention and cannot wait until the next regular AGM or ordinary meeting.

9.3 DELEGATES

Every Affiliated Club shall be entitled to appoint delegates to General Meetings as follows:

- 9.3.1 Each Affiliated Club shall, irrespective of the size of its membership, be entitled to at least one delegate, subject to a maximum of three delegates, calculated on the basis that Affiliated Clubs consisting of:
 - 9.3.1.1 1 to 150 members shall have one (1) delegate;
 - 9.3.1.2 151 to 300 members shall have two (2) delegates; and
 - 9.3.1.3 More than 300 members shall have three (3) delegates.
- 9.3.2 The names of the delegates must be given by Affiliated Clubs in writing to the General Manager not less than 15 minutes before the Annual General Meeting.
- 9.3.3 No delegate shall represent more than one Affiliated Club.
- 9.3.4 Affiliated club will only be entitled to one vote irrespective of the number of delegates.
- 9.3.5 Any Affiliated Club unable to send delegates to a General Meeting may vote by proxy. In this event the proxy must be appointed in writing, signed by the authorized representative of the Affiliated Club concerned. The proxy shall specify the manner in which the proxy is to vote.

9.4 NOTICE OF MEETING

- 9.4.1.1 The President of the Executive Committee shall convene meetings. The General Manager must let all Executive members know the date of the proposed meeting within a reasonable time, but not less than seven (7) days, before it is due to take place.
- 9.4.1.2. When convening an AGM, or a Special General Meeting, all members of the organisation must be informed of the meeting no less than fourteen (14) days before such a meeting.
- 9.4.1.3 The agenda together with the Financial Statements for the previous financial year and specifying the business to be discussed at the Annual General Meeting shall be sent to Affiliated Clubs by electronic mail at least 7 (seven) days prior to the date upon which the meeting is to be convened.
- 9.4.1.4 Notices for all meetings provided for in this constitution must be given to relevant members in writing, either personally, or electronic communication or whichever

manner it is convenient, to the address or other similar particulars provided by the members.

- 9.4.1.5. For confirmation of delivery, all notices sent to members at the latest known contact details shall be deemed to have been duly served on members, unless it can be proven otherwise.
- 9.4.1.6 All members present in person at any meeting shall be deemed to have received notice of such meeting.

Business

Any Affiliated Club wishing to:

- 9.4.1.1 propose a motion for decision at a Annual General Meeting;
- 9.4.1.2 place an item for discussion and/or voting on the Agenda of an Annual General Meeting; and/or

shall advise the General Manager not less than 7 (seven) days before the date of such Annual General Meeting of such item and shall precisely state the nature of business to be dealt with.

9.5 MAKING DECISIONS IN MEETINGS

- 9.5.1 Where possible, the decisions of the organisations shall be taken by consensus. However, when there is no consensus, then the executive committee will discuss options for a while and then call for a vote.
- 9.5.2 All votes shall be counted and the majority votes on an issue shall be regarded as the decision of the meeting.
- 9.5.3 However, if opposing votes are equal on an issue, then the chairperson in that meeting has either a second or a deciding vote.
- 9.5.4 All members of the executive committee and the members of the organisation must abide by the majority decision
- 9.5.5 Decisions concerning changes to this constitution, or of dissolution and closing down of the organisation, shall only be dealt with in terms of clauses 12 and 15 of this constitution.
- 9.5.6 With the exception of the election to the Executive, which shall be by ballot, all matters, including Resolutions shall be determined by a show of hands, unless a ballot be demanded by the delegates from two Affiliated Clubs.

9.6 QUORUM

- 9.6.1. Quorums for all meetings of the organisation shall be a simple majority (50% + 1) of relevant members who are expected to attend.
- 9.6.2. However, for the purpose of considering changes to this constitution two thirds of the executive committee needs to be present at the meeting.
- 9.6.3. For the dissolution of the organisation, two thirds of the members shall be present at a meeting to make a quorum.
- 9.6.4. All meetings of the organisation must reach a quorum before they can start.
- 9.6.5. If no quorum is present at the reconvened meeting within fifteen minutes of the appointed time, the members present shall be regarded to make up a quorum for that meeting and the meeting will continue as if a quorum is present.

9.7 BUSINESS OF THE ANNUAL GENERAL MEETING

The business of the Annual General Meeting shall be:

- 9.7.1 to read the notice convening the Meeting;
- 9.7.2 to confirm the Minutes of the previous Annual General Meeting and any special General Meeting held during the year;
- 9.7.3 to read and confirm the Report of the Executive;
- 9.7.4 to read and confirm the Financial Statements for the previous financial year;
- 9.7.5 to confirm the affiliation fees to be paid by the members of SC Golf for the current financial year;
- 9.7.6 To elect the members of the Executive Committee in terms of Clause 7.
- 9.7.7 to consider and pass (without amendment) resolutions amending and altering the Constitution of SC Golf for which due notice has been given and tabled on the agenda;
- 9.7.8 to confirm the details of the SC Golf provisional fixture list for the ensuing year;
- 9.7.9 to transact any special business which has been placed on the agenda; and

9.7.10 to transact any general business without notice (other than an amendment to the constitution) with which the meeting may decide to deal.

9.7.11 The President, or in his or her absence, the Vice-President, shall preside at all Annual General Meetings and, should all be absent, the meeting shall appoint the General Manager to chair the meeting.

9.7.12 Electronic Participation In Meetings

9.7.12.1 This Constitution does not limit or restrict the authority of Organisation to conduct any General Meeting or meeting of any other constituent body of the Organisation by electronic communication.

9.7.13.2 Access to the available medium or means of Electronic communication is at the expense of SC Golf..

9.8 RECORDS OF MEETINGS

9.8.1 Proper minutes and attendance records must be kept for all meetings of the organisation.

9.8.2 The minutes shall be confirmed as a true record of proceedings by the next meeting of the Executive Committee.

9.8.3 Minutes shall thereafter be kept safely and always be on hand.

10. INCOME, PROPERTY AND REPORTS

10.1. SC Golf shall provide the necessary bookkeeping, financial accounting and external financial services to enable the Executive Committee to perform its function.

10.2. Transactions specifically related to expenditure directly attributable to the activities of men's golf and women's golf will be reported on separately in SC Golf's accounting systems. SC Golf shall keep full, proper, and true accounts of all revenue and expenditure and shall submit to each annual general meeting properly verified financial statements of SC Golf.

10.3. SC Golf shall operate the banking account and any other funds of SC Golf. All drawings made on SC Golf's bank account shall be authorised by two members of the Executive.

10.4. The funds of SC Golf shall be invested in the name of SC Golf and operated on in such manner as the Executive may direct.

- 10.5. The financial year of SC Golf shall end on 30 September of each year.
- 10.6. The accounts of SC Golf shall, as soon as possible after the year end, be duly audited by a qualified external auditor.
- 10.7. The audited financial statements shall be submitted to the Annual General Meeting of SC Golf.
- 10.8. The income, property and monies of SC Golf, from whatever source derived, shall be applied solely towards the promotion of the objectives of SC Golf as set forth in this constitution provided however, that nothing herein contained shall prevent the payment by SC Golf to any Playing Member or person in respect of the remuneration and/or expenses for services rendered to SC Golf.
- 10.9. The organisation will keep a record of everything it owns.
- 10.10. The Executive Committee or a member of the organisation can only get money back from the organisation for expenses that she or he has paid for or on behalf of the organisation, and for which authorisation has been granted.
- 10.11. The Executive Committee or members of the organisation do not have rights over things that belong to the organisation.
- 10.12. The Executive Committee is responsible for making sure that the money of the organisation is safe and is accounted for.
- 10.13. The General Manager must also make regular reports to the Executive Committee on the finances of the organisation, which should include all incomes, expenditures and balances that remain according to accounting practices of the organisation.

11. RULES OF GOLF AND POLICIES

- 11.1.1. SC Golf accepts and is bound by the Rules of Golf, WHS Rules of Handicapping and the Rules of Amateur Status together with such amendments or additions thereto as may from time to time be adopted by the Royal and Ancient Rules Limited and the decisions which it may from time to time take on the interpretation of the any of the above and all competitions shall be played in accordance with such Rules.
- 11.1.2. It shall be a condition of affiliation to SC Golf that the Affiliated Club accepts, and is bound by, the Rules of Golf, WHS Rules of Handicapping and the Rules of Amateur Status as set out in the preceding sub-clause.

- 11.1.3. Any club which is affiliated to SC Golf, which organises and/or holds any competition, the conditions of which allows, or connives at, the use of its course for the holding of any competition, which does not comply with the above entioned rules, shall render itself liable to suspension, or forfeiture, of its affiliation to SC Golf.

11.2. COMPETITIONS

- 11.2.1. Any course upon which competitions or matches are played under the auspices of SC Golf, shall be under the absolute control of the Executive Committee of SC Golf, who may delegate all or any of its powers to a sub-committee. Such control shall not incur liability for SC Golf for loss or damage suffered by any person during the period of such control.

11.3. TEAM SELECTION POLICIES

- 11.3.1. The team selection policies and minimum mandatory qualifying criteria, including automatic selection per the respective order of merit and the use of wildcard selections, shall be established by the Executive Committee and will be updated when necessary.

12. AMENDMENTS TO THE CONSTITUTION

- 12.1. All provisions of this Constitution shall be binding in all respects on all Affiliated Clubs of SC Golf and shall not be altered or amended except at the Annual General Meeting or at a Special General Meeting called for the purpose and at which a motion for the amendment of the Constitution has been proposed in terms of the provisions and no alteration shall be made to the Constitution unless supported by majority of votes as specified in clause 9.6. No amendments may be made which would cause the organisation to close down or stop to function or die away.
- 12.2. For the purpose of considering changes to this constitution, a two thirds ($\frac{2}{3}$) of the executive committee shall be present at a meeting to make a quorum before a decision to change the constitution is taken. Any annual general meeting may vote upon such a motion, if the details of the changes are set out in the notice referred to in clause 9 of this constitution

- 12.3. As provided for in clause 9, written notices must go out not less than fourteen (14) days before the meeting at which the changes to the constitution are going to be proposed. The notice must indicate the proposed changes to the constitution that will be discussed at the meeting.
- 12.4. The Executive Committee can also inform the affiliated clubs of changes they want to make to the constitution at an AGM or SGM and send the proposed changes to the affiliated clubs via email. Proposed changes must be clearly communicated, and a notice period of no less than 14 days will be given for objections to the proposed changes. Should no objections exist within 14 days, the new constitution will be implemented with immediate effect.
- 12.5. No amendments may be made which would cause the organisation to close down or stop to function or die away.

13. INDEMNITY

- 13.1. The President, Vice-President, Members of the Executive Committee, General Manager, Treasurer and all other Officials of SC Golf shall be and are hereby indemnified out of and from funds and property of SC Golf from and against all losses, charges, costs, damages and all and every other expense and liability they may incur or be put to concerning or about the execution of their respective duties in their capacity as such, and none of them shall be answerable or deemed to be in any way responsible for any act or default of one of them, or for any deficiency or insufficiency of any title or security whatsoever, taken by SC Golf; nor shall they be liable for any loss occasioned by any Banker or other person with whom money or securities of SC Golf may be deposited or for any voluntary loss, misfortune or damage which may happen or take place in the execution of their respective offices or as a result thereof; provided, however, that any such loss, misfortune or damage be not occasioned by their mala fide acts, or through their wilful default.

14. DISPUTE RESOLUTION

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:

- 14.1. SC Golf and another National Sports Federation, or
- 14.2. a member of the Executive Committee of SC Golf and the Executive Committee of SC Golf, or
- 14.3. the Executive Committee of SC Golf and an Affiliated Club or Playing Member shall be referred to the Arbitration Foundation of South 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.

15. DISSOLUTION/CLOSING DOWN

- 15.1. SC Golf may not be dissolved, wound up or placed in liquidation except at an Annual General Meeting or a Special General Meeting called for that purpose and except by a resolution of more than two thirds of the delegates of Affiliated Clubs present and voting at such meeting.
- 15.2. If at an Annual or Special General Meeting of SC Golf it is resolved that SC Golf be dissolved, wound up or placed in liquidation, a liquidator shall be appointed at the meeting, and instructions given as regards the disposal of property of whatsoever nature remaining after the payment of debts and liabilities of SC Golf.
- 15.3. Any property remaining after all of the liabilities of SC Golf have been met, must be transferred to another nonprofit organisation having similar objectives.

This constitution was approved and accepted by the Executive Members of Southern Cape Golf Union

At a special general meeting held on 25 November 2025

.....
Lindy Murray
Finance Coordinator

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Heinrich Lourens
General Manager

.....
Daryl Austin
President

.....
Marlo Pienaar
Vice - President