



ATLANTIC BEACH LINKS

CONSTITUTION

OF THE ATLANTIC BEACH LINKS CLUB

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CONSTITUTION OF THE ATLANTIC BEACH LINKS CLUB

1. INTERPRETATION

In this Constitution, unless the context otherwise indicates:

- 1.1 “Association” means the Atlantic Beach Homeowners Association NPC, registration number 1999/000213/08, a non-profit company duly registered in terms of the laws of the Republic of South Africa.
- 1.2 “Atlantic Beach Estate” means the Atlantic Beach Golf Estate, Melkbosch Strand, being erf 3186 Melkbosch Strand as depicted on the General Plan No 4286/98 and any further general plans approved in respect of any subdivisions thereof; or any extension thereof or addition thereto; or any extension thereof or addition thereto relating to Atlantic Beach Golf Estate;
- 1.3 “Club” means the Atlantic Beach Links Club, an unincorporated association of persons;
- 1.4 “Club Facilities” means the facilities of the Club, being the social and recreational amenities or facilities located at the Property, including the 18-hole golf course, clubhouse and sports & fitness centre facilities (including the gym, swimming pool and tennis courts);
- 1.5 “Constitution” means the constitution of the Club, provided for in this document;
- 1.6 “Financial Year” means the financial year of the Club which shall run from the 1st day of July each year until the last day of June in the following year;
- 1.7 “Golf Course” means the 18-hole golf course located on the Property;
- 1.8 “Honorary Membership” means an honorary member as contemplated in clauses 4.3 and 4.4;
- 1.9 “Links Committee” means the committee elected in terms of clause 10 below;
- 1.10 “Management Committee” means the committee elected in terms of clause 10 below;
- 1.11 “Management of the Club” means the person or persons appointed in terms of clause 11.5 below;



- 1.12 “Member” or “Members” means Primary Owner Member/s and Primary Non-owner Member/s and Honorary Members;
- 1.13 “MOI” means the Memorandum of Incorporation of the Association;
- 1.14 “Primary Non-Owner Member” means a member of the Club contemplated in clause 4.1.3 below
- 1.15 “Primary Owner Member” means a member of the Club contemplated in 4.3 below;
- 1.16 “Property” means Erf 3822, Melkboschstrand, Erf 3828 Melkboschstrand and Erf 3656 Melkboschstrand; and
- 1.17 “Rules” means the rules of the Club from time to time.

2. NAME

- 2.1 The name of the Club is ATLANTIC BEACH LINKS.
- 2.2 The Club is an unincorporated Association of persons.

3. OBJECTS

- 3.1 The principal object for which the Club was established is to provide the Club Facilities for use by Members of the Club and regulate the Members’ use of the Club Facilities in a non-profit manner.
- 3.2 The Club has the following ancillary objects:
 - 3.2.1 to encourage, promote and foster various sporting activities, including but not limited to golf, tennis, swimming, cycling, running and walking;
 - 3.2.2 to provide, improve, manage, maintain, and control the irrigation supply systems to the Property;



- 3.2.3 to provide, improve, manage, maintain and control the Club Facilities, including but not limited to the clubhouse, sports & fitness center, kitchens, kids play areas, administrative areas, refreshment rooms, restaurants, sports shops, wellness center, bars, lounges, pump and/or power houses and plants, workshops, sheds and other conveniences in connection with the objects of the Club; and
 - 3.2.4 to direct the activities and income of the Club wholly or mainly to the furtherance of its objects.
- 3.3 The Club may undertake activities that are integral and directly related to the provision of the Club Facilities for the Members and their Guest's enjoyment, provided that such activities are directed substantially towards the recovery of cost. Any fund-raising activities undertaken by the Club must be of an occasional nature and be conducted substantially with assistance on a voluntary basis without compensation.

4. MEMBERSHIP

- 4.1 The total Primary Membership of the Club shall not exceed 1284 persons, excluding Honorary Members
- 4.2 Membership in the Club is not transferrable. Accordingly, no Member shall be permitted to sell, transfer, cede or encumber a membership, any rights thereto or any entitlement in terms thereof.
- 4.3 Membership of the Club shall be available in the following primary categories:

4.3.1 Primary Owner Membership

- 4.3.1.1 884 Primary memberships are allocated to the registered owners of residential erven (or their spouses) in the Atlantic Beach Estate (or to one such owner of a residential erf in the Atlantic Beach Estate where the erf is co-owned).
- 4.3.1.2 If the Primary Owner Member is a company, a close corporation, partnership, or a trust then it shall nominate in writing one natural person who shall be a person having a proprietary interest in such company, close corporation, or partnership, or in the assets of the trust.

4.3.2 Primary Non-Owner Membership

- 4.3.2.1 Up to 400 Primary memberships may be allocated to natural persons other than Primary Owner Members, for which memberships shall be awarded in terms of clauses 6.3 to 6.11 below.



4.3.3 Honorary Membership

4.3.3.1 Life Honorary Membership

- 4.3.3.2 Honorary Life Membership is offered to members who have distinguished themselves by meritorious service in the furtherance of the Club.
- 4.3.3.3 The Management committee may recommend the election of an Honorary Life Member to any Annual General Meeting of Members. At least two-thirds of the votes cast at such Annual General Meeting must be in favour of such nomination.
- 4.3.3.4 Such Honorary members shall for their lifetime be considered Honorary Life Members of the Club and they shall be entitled to all the privileges as may be determined by the Management Committee from time to time without paying for entrance fees or annual subscriptions.

4.3.4 Annual Honorary Membership

- 4.3.4.1 The Management Committee may appoint up to a maximum of 15 Honorary Members for a period no longer than twelve months and award such benefits which may be determined by the Management Committee from time to time.
- 4.3.4.2 Notwithstanding anything to the contrary in this Constitution no person will be eligible for election as an Honorary member of the Club unless,
 - 4.3.4.3 he/she is so eligible by reason of his/her holding a public office or being a bona fide candidate for membership or having conferred an exceptional benefit on the Club; or
 - 4.3.4.4 he/she is allowed privileges of membership while engaged in a match or competition approved by the management of the Club.

5. PLAYING RIGHTS

- 5.1 A Primary Owner Member shall be entitled to:
 - 5.1.1 use the Golf Course and Club Facilities,
 - 5.1.2 nominate in writing one other natural person resident on the Primary Owner Member's erf on the Atlantic Beach Estate to exercise the rights under clause 5.1.1 above.
- 5.2 Nominations in terms of clause 5.1.2 above shall be made by the Primary Owner Member in writing on becoming a Primary Owner Member and shall be submitted to the Management of the Club.



- 5.3 The Primary Owner Member shall be entitled to change such nominations made in terms of 5.1.2 provided that no more than four such changes shall be made during any financial year of the Club, except with the consent of the Management Committee who may give or withhold consent in its absolute discretion and without assigning reasons therefore or may impose any conditions as a prerequisite to its consent.
- 5.4 Children of any person entitled to exercise the rights mentioned in clause 5.1.1 above, provided they are under the age of (19) Nineteen years and are resident on the Primary Owner Member's erf on the Atlantic Beach Estate, shall also be entitled to exercise such rights subject to the Member registering such children with the Club in writing.
- 5.5 The following persons shall therefore be accorded the privilege of using the Golf Course and Club Facilities:
- 5.5.1 Primary Owner Members and the persons nominated by them in terms of 5.1.2 and the children of such persons, in terms of 5.4;
- 5.5.2 Honorary Members;
- 5.5.3 Primary Non-Owner Members and the spouse or life partner of such Primary Non-Owner Member, subject to the Primary Non-Owner Member registering such spouse or life partner with the Club in writing and upon presentation of reasonable identification and proof of the relationship between the Primary Non-owner Member and his / her spouse or life partner. Such persons shall be entitled to make use of the Club Facilities unaccompanied by the Primary Non-owner Member and their subscriptions and green fees shall be as determined by the Management Committee from time to time;
- 5.5.4 such other persons as may be decided by the Management Committee from time to time in their sole and absolute discretion.
- 5.6 Green fees and other utilisation fees shall be as determined by the Management Committee from time to time.
- 5.7 No motorized ride-on golf cars, or carts will be permitted on the Golf Course, except those owned by the Club or those of Members on such basis as may be approved by the Links Committee in its entire discretion and on such conditions as it may impose in accordance with the Rules of the Club.

6. MEMBERSHIP APPLICATIONS

- 6.1 Primary Owner Members shall be eligible for membership upon registration of transfer of the relevant Atlantic Beach Estate residential erf in their name.
- 6.2 Primary Owner Members shall be required to furnish all such information as the Management Committee shall from time to time require in respect of such Primary Owner Member, in the form prescribed by the Management Committee.



- 6.3 Applications for membership from persons other than Primary Owner Members shall be accompanied by such documentation, information and payment as may be required by the Management Committee, a list of which information shall be provided to applicants by the Management Committee on request.
- 6.4 Once the membership application from persons other than Primary Owner Members has been submitted in the form prescribed by the Management Committee;
 - 6.4.1 The election of Primary Non-Owner Members shall be at the Links Committee's entire discretion and shall be considered at its next meeting.
 - 6.4.2 ALL Member applications shall be subject to availability in the class of membership for which applications are made;
 - 6.4.3 The Links Committee may deem it necessary to publish new member applications on the Club notice board or Club newsletter from time to time and invite Members to object, if they so wish, to any applicant for membership, and to submit their objections together with the reasons for such objections in writing to the Links Committee; and
 - 6.4.4 ONLY objections from existing Members in good standing, as defined in the Rules will be taken into consideration.
- 6.5 The Links Committee shall be entitled, but not obliged, to take into account any objection received from Members to the appointment of a Primary Non-Owner Member.
- 6.6 All new Primary Non-Owner Members elected must pay all amounts due by them within 30 days of election.
- 6.7 Should the Links Committee not accept any applicant under 6.4 due only to unavailability in the class of membership applied for, the candidate shall be notified in writing of the decision of the Links Committee and the candidate's name shall be placed on the appropriate waiting list.
- 6.8 The privileges of Primary Non-Owner Members shall not be transferable and shall commence only after receipt of official notification of election and receipt by the Club of all amounts payable by the Primary Non-Owner Member.
- 6.9 A candidate may withdraw his or her application at any time before the meeting of the Links Committee to consider same.



- 6.10 The Links Committee shall have the power in its discretion to close or open from time to time the list of candidates for Primary Non-Owner Membership and accordingly limit the number of applications received. It shall further have the power to institute a waiting list on which shall be inscribed the names of all persons applying for or persons who have applied for Primary Non-Owner Membership of the Club.

7. ENTRANCE FEES AND SUBSCRIPTIONS

- 7.1 Primary Owner Members and Honorary Members shall not be liable for entrance fees in respect of their membership or annual subscriptions.
- 7.2 The entrance fees for Primary Non-Owner Members shall be such sum as the Management Committee shall from time to time determine. The Management Committee shall have the right in its absolute discretion to remit entrance fees, or to extend credit for fees in respect of any applicant for membership.
- 7.3 The annual subscription payable by Primary Non-Owner Members shall be such sum as the Management Committee shall from time to time determine. The Management Committee shall give at least one month's notice to all Primary Non-Owner Members of its intention to increase any annual subscription and such increase shall be effective on the date stipulated by the Management Committee.
- 7.4 The Management Committee shall have the right to impose special subscriptions on Members (of whatever class). Such special subscriptions shall be used by the Club to cover a shortfall of income in the Club budget or to raise funds for specific purposes, which purposes shall be disclosed to the Members. Such special subscriptions shall be payable on the date stipulated by the Management Committee.
- 7.5 All entrance fees payable by Primary Non-Owner Members shall become due and payable within 30 days after election. Annual subscriptions shall be due and payable annually in advance by 1 July of each year. The privileges of membership shall be suspended if any fee is outstanding for a period of 7 days or longer after the due date. Members whose membership commences on a date other than 1 July shall be liable to pay a pro-rata portion of the annual subscription for that particular year.
- 7.6 The Management Committee shall have the power, in what it may consider to be exceptional circumstances, to remit entirely the annual subscription of any Primary Non-Owner Member for such a period and on such conditions as it may determine, or to refund any annual subscription paid in advance.



8. DISCIPLINARY PROCEDURES

- 8.1 If a member (“the Defaulting Member”) –
- 8.1.1 fails to meet any requirements for the eligibility for membership as set out in this Constitution;
 - 8.1.2 has submitted incorrect or false information in his/her application for Membership;
 - 8.1.3 displays unsatisfactory conduct or behaviour or fails to adhere to the Club Rules promulgated by the Management Committee or the Links Committee from time to time;
 - 8.1.4 fails to pay any amount owed to the Club or the Association in a proper and timely manner;
 - 8.1.5 does anything or causes anything to be done which brings the Club or is likely to bring the Club into disrepute;
 - 8.1.6 commits a breach of the Club’s rules or this Constitution, the provisions of this clause 8 shall apply.
- 8.2 The Links Committee shall constitute a disciplinary committee comprising not less than 3 (three) members of the Links Committee for investigating and disciplining the contravention accordingly.
- 8.3 Pending the outcome of the investigation by the disciplinary committee, the Links Committee may suspend the Defaulting Member.
- 8.4 The disciplinary committee shall convene a disciplinary meeting on not less than 3 days written notice to the Defaulting Member. The notice of the meeting shall set out the nature of the allegations against the Defaulting Member and the time, date, and place of the meeting. The Defaulting Member shall be entitled to attend the disciplinary meeting.
- 8.5 The Defaulting Member shall be entitled to make representation at the disciplinary meeting in response to the allegations against him/her.
- 8.6 Following the disciplinary meeting, the disciplinary committee shall be entitled to recommend that the Links Committee –
- 8.6.1 caution or warn the Defaulting Member as to future conduct; and/or
 - 8.6.2 terminate or suspend the Defaulting Member’s membership to the Club for such a period as the disciplinary committee considers appropriate; and/or
 - 8.6.3 charge the Defaulting Member with a penalty.



- 8.7 The disciplinary committee shall notify the Defaulting Member, in writing, of its decision within a reasonable period following the conclusion of the disciplinary meeting.
- 8.8 A record shall be kept of the proceedings and evidence given at a disciplinary meeting and the reason for the decision of the disciplinary committee.
- 8.9 A Defaulting Member may appeal the recommendation of the disciplinary committee within 3 (three) days of having received its decision. The Defaulting Member shall file the appeal by means of a written notice delivered to the Management Committee, which notice shall specify –
 - 8.9.1 the decision appealed against;
 - 8.9.2 the date of the decision appealed against; and
 - 8.9.3 brief reasons for the appeal.
- 8.10 Following receipt of the notice of appeal in terms of clause 8.9, the Management Committee shall constitute an appeal committee for the purpose of considering the Defaulting Member's appeal. The appeal committee shall consist of at least 3 (three) persons appointed by the Management Committee, a majority of whom must not have served on the disciplinary committee.
- 8.11 The appeal committee shall convene an appeal meeting on not less than 3 (three) days written notice to the Defaulting Member. The notice of the meeting shall set out the time, date, and place of the appeal meeting. The Defaulting Member shall be entitled to attend the appeal meeting.
- 8.12 The appeal committee shall determine the appeal on the record of the proceedings before the disciplinary committee and any oral representations which may be made to it but no further evidence shall be led.
- 8.13 The majority decision of the appeal committee shall be final and binding and not subject to any appeal and the Management Committee shall be notified thereof.
- 8.14 No Party shall be entitled to legal representation during any proceedings referred to in this clause 8.
- 8.15 A Defaulting Member shall have no claims of any nature whatsoever against the Club, the Management Committee or any other person for any cause whatsoever arising from the disciplinary procedures set out herein.
- 8.16 The departure from the procedural regulations, defect, irregularity, omission, or technicality shall not affect the validity of any decisions made by a disciplinary committee or appeal committee, unless such departure, defect, irregularity, omission or technicality, raises a material doubt as to the reliability of the findings or decisions of the committee.



9. TERMINATION OR SUSPENSION OF MEMBERSHIP

- 9.1 The membership of a Member shall terminate if –
- 9.1.1 he/she is no longer eligible for membership as determined in accordance with this Constitution;
 - 9.1.2 a Member, other than a Primary Owner Member resigns as such by delivering written notice of resignation to the Management of the Club;
 - 9.1.3 in the case of any member other than a Primary Owner Member, the membership of such member is terminated for any reason whatsoever; or
 - 9.1.4 his/her membership is terminated in accordance with the provisions of clause 9.2.
- 9.2 Subject to the procedure set out in clause 8, the Links Committee may terminate a Member's membership if, in the opinion of the Links Committee, the Member has committed an offence referred to in clause 8.1 above.
- 9.3 The termination of Membership shall be effective from the date on which the Links Committee issues written notice to the Member of the termination.
- 9.4 If a Member's membership is terminated, he/she will not be entitled to a refund of any fees paid by him/her, notwithstanding any advance payments made by the Member.
- 9.5 Notwithstanding any resignation or termination of Membership, the Member shall remain liable for any amounts due and payable to the Club.
- 9.6 A Member whose Membership is terminated in terms of this clause 9 shall have no claim of any nature whatsoever against the Club, the Management Committee or the Links Committee or any other person for any cause whatsoever arising from the termination of his/her Membership.
- 9.7 The Links Committee may suspend the Membership of any Member if, in the opinion of the Links Committee, the member has committed an offence referred to in clause 8.1 above, in which case all rights of the member in terms of this Constitution shall be suspended until such time as the Links Committee reinstates the Member's Membership.
- 9.8 The Links Committee shall, in its sole discretion, determine the duration of the suspension.
- 9.9 Fees payable by the member in terms of this Constitution shall continue to accrue and shall be paid in full prior to the end of the period of suspension.
- 9.10 The Links Committee may, at its discretion, charge the suspended Member a reinstatement fee, prior to reinstating his/her membership.



- 9.11 A Member whose membership is suspended in terms of this clause 9 shall have no claim of any nature whatsoever against the Club, the Management Committee or the Links Committee or any other person for any cause whatsoever arising from the termination of his/her membership.
- 9.12 The Links Committee may at its discretion reinstate such a person as a Member on the payment of all arrears amounts and upon such terms as the Links Committee might decide.
- 9.13 The Links Committee may cause the name of any Member whose membership is terminated in terms of this clause 9 to be posted on the Club notice board.

10. MANAGEMENT COMMITTEE

- 10.1 The management and control of the property, funds and affairs of the Club shall be vested in a committee (“the Management Committee”) the members of which shall be those persons serving on the Board of Directors of the Association.

11. POWERS OF THE MANAGEMENT COMMITTEE

- 11.1 The Management Committee shall have the following powers in addition to the powers specially conferred upon it by this Constitution:
- 11.1.1 subject to clause 10, to fill such vacancy or vacancies in its number as may occur, provided that such vacancy shall be filled temporarily until such time as a new member is appointed by the board of directors of the Association;
 - 11.1.2 to form or appoint sub-committees for special or general purposes and to delegate powers to such sub-committees provided that the oversight and liability shall remain with the Management Committee;
 - 11.1.3 to form or disband sub-sections of the Club for any particular purpose and to make, amend and rescind rules not inconsistent with this Constitution and the Association’s MOI;
 - 11.1.4 to decide on points of dispute, and the Committee’s ruling thereon shall be final

and binding;
 - 11.1.5 to appoint a Manager and other employees of the Club upon such terms and conditions and salaries as it shall think fit; and to control and dismiss all such employees;



- 11.1.6 to appoint one or more persons, who need not be Members of the Club, to take charge of and administer any funds of the Club for any specific purpose on such terms as it may think fit, and to define and determine the conditions of such appointment and to terminate any such appointment;
- 11.1.7 to borrow or raise money for the purpose of the attainment of any of the Club's objects, and to apply any of the Club's funds or income in the repayment thereof;
- 11.1.8 to formulate and lay down the conditions required to be fulfilled to become a Member and attaching to membership, including the rights, proprietary rights, or special privileges to be offered to Members in consideration of inter alia their contributions towards the attainment of the Club's objects, provided it shall be competent for the Management Committee to create special voting rights for particular classes of membership where such Members have made contributions to the Club;
- 11.1.9 to apply to any Liquor Licensing Board or other competent authority for the grant of any license for the sale of liquor, which the Club may require for the purpose of carrying on its business, and also to apply to any other appropriate authority for the grant of any license for which it may be decided to apply in connection the Club's business;
- 11.1.10 to institute, conduct, defend, settle or abandon any legal proceedings by and against the Club, or its officers or otherwise concerning the affairs of the Club; and also, to settle and allow time for payment in satisfaction of any debts due, and of any claims or demands by or against the Club;
- 11.1.11 to refer any claim or demand by or against the Club to arbitration;
- 11.1.12 to invest, re-invest and deal with any moneys of the Club not immediately required for the purposes of the Club upon such securities and on such terms as it may think fit, and from time to time to vary or realize such investments, provided that such investments or reinvestments may only be made with registered financial institutions as defined in section 1 of the Financial Institutions (Investments of Funds) Act, 1984 (Act No 39 of 1984) and in securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act No 1 of 1985);
- 11.1.13 to purchase, lease, hire or otherwise acquire any movable or immovable property or rights for the benefit or advancement of the Club's objects;



- 11.1.14 to buy, prepare, make, supply, sell and deal in all kinds of golf and other equipment including clubs and balls and all apparatus used in connection with golf and other athletic sports, and all kinds of provisions and refreshments required or used by Members of the Club, or other persons frequenting the Club Facilities;
- 11.1.15 to purchase, hire, provide and maintain all kinds of furniture, implements, tools, utensils and other things required or which may conveniently be used in connection with the Property and Club Facilities;
- 11.1.16 to borrow, collect, or raise money in such a manner as the Club shall think fit for the sole purpose of carrying out the objects of the Club, and in particular by means of subscriptions, contributions, entrance fees, green fees, caddie fees, loans with or without security, and to give security for money by the issue of or upon bonds, debentures or obligations or securities of the Club, or by mortgage or charge upon all or part of the property of the Club;
- 11.1.17 to determine from time to time the clubs with which reciprocity arrangements are to be concluded;
- 11.1.18 to subscribe to or become members of or affiliated to any other association or club having objects similar or in part similar to the objects of the Club;
- 11.1.19 to utilise the assets of the Club solely in pursuit of the objects for which the Club has been established and to invest any surplus funds in accordance with 11.12. No surplus funds may be directly or indirectly distributed to any person other than in those circumstances referred to in 28 below;
- 11.1.20 to register where necessary, various service servitudes in favour of the local authority or any other authority so far as this may be required by law;
- 11.1.21 to formulate, adopt or amend rules, regulations and by-laws of the Club;
- 11.1.22 to subcontract the management of the whole or any part of the operations of the Club to any person or company who or which in the opinion of the Management Committee is suitable for such appointment, subject always to the provisions of the Liquor Act, 1989 and the regulations thereto; and
- 11.1.23 to do all such other things as may be necessary for the proper carrying out of the objects of the Club.

12. MEETINGS OF THE MANAGEMENT COMMITTEE

- 12.1 The Management Committee shall meet at least once every quarter, and at such other times as may be necessary for the transacting of business.
- 12.2 A quorum of a Management Committee meeting shall be 3 persons on the Board of Directors of the Association.
- 12.3 At least three days' written notice shall be given of all meetings of the Management Committee unless all the members of the Management Committee agree to accept the shorter notice. The notice of the Management Committee meeting shall set out the agenda for such meeting and include any additional information and documentation necessary for constructive and informed proceedings to take place.
- 12.4 The Chairman of the Management Committee shall be the Chairman of the Association who has been appointed by the Board of Directors from time to time.
- 12.5 Failing the presence of the Chairman or at any Management Committee meeting, the Committee shall elect its own chairman by majority vote.
- 12.6 The Management Committee shall keep proper minutes of all meetings of the Management Committee.
- 12.7 Any resolution of the Management Committee shall be carried on a simple majority of all votes cast.
- 12.8 In the event of a deadlock, the Chairman shall not have a casting vote.

13. LINKS COMMITTEE

- 13.1 There shall be an additional committee (called "the Links Committee"), the members of which shall comprise 7 persons appointed as follows:
 - 13.1.1 the Management Committee shall appoint one representative of the Association, which representative can be a member of the Management Committee or an employee of the Association.
 - 13.1.2 The Members shall elect 6 other persons in accordance with the further provisions of this clause 13 (primary owner members and/or primary non-owner members), of whom at least three (3) shall be female and at least three (3) whom shall be male, and at least one (1) of whom shall be a primary non-owner member. Where this clause is not fulfilled, the remaining duly elected members of the Links Committee shall have the power to appoint and fill to a maximum of the non-elected positions, which shall aim to meet but will not be limited to the criteria of 3 male and 3 female persons, and at least one (1) of whom shall be a primary non-owner member.



- 13.2 The Links Committee members referred to in clause 13.1.2 will be elected by the Members at the Annual General Meeting (AGM) and may remain on the Links Committee for a period of two (2) years, after which period they may only continue to serve on the Links Committee if they have been re-elected by the Members at the AGM.
- 13.3 The Members shall be entitled to nominate persons for appointment to the Links Committee, which nominations shall be required to be received by the Club 3 days before the meeting at 12h00. The Club shall cause a list of nominees to be distributed to members and posted on the Club notice board within 1 Business Day following the cut-off time for nominations.
- 13.4 The Links Committee members shall appoint from their number a Ladies' Captain, Men's Captain, and respective Vice-Captains. Wherever possible, the respective Vice-Captains should have served on the Links Committee for at least one (1) year before being appointed by the Links Committee as Ladies' or Men's Captain.
- 13.5 The Links Committee shall be responsible for inter alia advising the Management Committee on the affairs of the Club and all matters which fall within the powers of the Management Committee and devising and implementing, following Management Committee approval, a policy of inclusivity, as provided for in clause 29 of the Club Constitution. The Links Committee shall at all times act under the control of the Management Committee.
- 13.6 The Links Committee shall make recommendations to the Management Committee and all recommendations and decisions of the Links Committee shall require the written ratification of the Management Committee before implementation."

14. MEETINGS OF THE LINKS COMMITTEE

- 14.1 The Links Committee shall meet at least once every quarter, and at such other times as may be necessary for the transacting of business.
- 14.2 A quorum for a meeting of the Links Committee shall be at least the representative of the Association provided for in clause 13.1.13 and at least 3 persons who are Primary Owner Members and/or Primary Non-Owner Members duly elected.
- 14.3 At least 3 days' written notice shall be given of all meetings of the Links Committee unless all the members of the Links Committee agree to accept the shorter notice. The notice of the Links Committee meeting shall set out the agenda for such meeting and include any additional information and documentation necessary for constructive and informed proceedings to take place.



- 14.4 The Links Committee shall be chaired on a rotational basis by either the men's or ladies' captain, or as otherwise agreed between these two captains, one of whom shall keep proper minutes of all meetings of the Links Committee".
- 14.5 Any recommendation or decision of the Links Committee shall be carried on a simple majority of all votes cast but such recommendation or decision shall not be implemented until ratified in writing by the Management Committee.

15. ANNUAL GENERAL MEETING

- 15.1 An Annual General Meeting of the Club shall be held each year upon such date as the Management Committee shall determine.
- 15.2 A notice of the day, hour and business of the Annual General Meeting shall be posted on the Club notice board for at least 14 days prior to the meeting. The aforesaid shall constitute sufficient notice to all Members of the meeting.
- 15.3 Primary Owner Members, Non-Owner Members and Honorary Members shall be entitled to attend the Annual General Meeting of the Club
- 15.4 Voting at the Annual General Meeting of the Club will be restricted to Primary Owner Members, Primary Non-Owner Members and Honorary Members or their Proxy, on the matters relating to the agenda set out in 15.5.
- 15.5 The procedure to be followed and the business to be dealt with at the Annual General Meeting shall be:
- 15.5.1 to read the notice of the meeting;
 - 15.5.2 to confirm the minutes of the previous Annual General Meeting;
 - 15.5.3 to receive and consider the Management Report;
 - 15.5.4 to receive and consider the Ladies' and Men's Captains reports;
 - 15.5.5 to elect the members of the Links Committee referred to in paragraph 13.1.2 above;
 - 15.5.6 to note the annual subscriptions for the ensuing year;
 - 15.5.7 to note any amendment to the Club Rules."



- 15.6 A quorum shall be 10% of Primary Owner and Primary Non-Owner Members; should there be no quorum within 30 minutes of the advertised time for a meeting, then the meeting shall be postponed to the same day, time, and placed on the following week. Notice of the postponed meeting shall be posted on the Club notice board. Should the quorum requirements not be satisfied within 30 minutes of the postponed time for the meeting, those present shall be deemed to constitute a quorum.
- 15.7 All resolutions put to the vote shall save where expressly stated to the contrary in this Constitution or in the Rules, be approved by a simple majority of the total number of votes cast, either in writing or in person;
- 15.8 Any Members in arrears with any payment due to the Club or who are not in good standing, as determined in terms of the Rules, shall be ipso facto disqualified from voting and shall not be eligible to hold office in the Club whilst such a payment is in arrears.

16. GENERAL MEETINGS OF THE CLUB

- 16.1 A General Meeting of the Primary Owner and Primary Non-Owner Members of the Club may be called by the Management Committee at any time.
- 16.2 The Management Committee shall call a General Meeting immediately on receipt of a requisition signed by at least 10% of Primary Owner and Primary Non-Owner Members and such requisition must specify the object for which the meeting is called.
- 16.3 The notice calling a General Meeting must state the object for which the meeting is called, and no other business may be transacted at that meeting other than that stated in the notice, which notices shall be emailed to every Primary Owner and Primary Non-Owner Member and shall also be posted on the Club's notice board.⁴
- 16.4 At least fourteen days' notice shall be given to Primary Owner Members and Primary Non-Owner Members of all General Meetings, specifying the time and place for the meeting which shall be fixed by the Management Committee
- 16.5 A quorum shall be 10% of Primary Owner and Primary Non-Owner Members, of which at least 75% of the quorum required will be Primary Owner Members. Should there be no quorum within 30 minutes of the advertised time for a meeting, then the meeting shall be postponed to the same day, time, and place in the following week. Notice of the postponed meeting shall be posted on the Club notice board.



17 VOTING

- 17.1 The right to vote at a General Meeting of the Club in terms of clause 16 above, shall be restricted to Primary Owner Members and Primary Non-Owner Members.
- 17.2 All resolutions put to the vote shall save where expressly stated to the contrary in this Constitution or in the Rules, be approved by at least two-thirds of the total number of votes cast, either in person or by their proxy at a General Meeting called specifically for the purpose of considering such resolutions.
- 17.3 Any Members in arrears with any payment due to the Club or who are not in good standing, as determined in terms of the Rules, shall be ipso facto disqualified from voting.

18. BOOKS AND ACCOUNTS

- 18.1 A register of Members shall be kept.
- 18.2 The Management Committee shall cause proper books and records to be kept and audited. A true and satisfactory account of all transactions shall be recorded therein. Any statements required shall be extracted and prepared therefrom and certified by the Chairman or the auditor, as considered appropriate.
- 18.3 Subject to 11.7, all moneys received must be deposited to the credit of the Club in its banking account and all disbursements by cheque, electronic transfer or other means must be approved by any two members of the Management Committee or any one Member of the Management Committee together with the Manager of the Club.

19. INCOME TAX REQUIREMENTS

- 19.1 The Club's powers are subject to due compliance with the conditions stipulated in terms of section 30 of the Income Tax Act, as read with the Ninth Schedule thereto, in order thereby to facilitate the Club's eligibility for tax-exempt status.
- 19.2 The income and property of the Club shall be applied solely towards the promotion of its objects as set out in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Club, the Management Committee, or the Links Committee.
- 19.3 The aforesaid shall not prevent the payment in good faith by the Club of reasonable remuneration (commensurate with services rendered) to any officer or servant of the Club in return for services actually rendered as aforesaid, but subject to due compliance with the other limitations set out in this clause.



19.4 The Club shall –

- 19.4.1 Carry on its business in a non-profit manner, and with an altruistic or philanthropic intent.
- 19.4.2 Ensure that no such activity is intended to directly or indirectly promote the economic self-interest of any fiduciary, or employee, of the Club, otherwise than by way of reasonable remuneration payable to that fiduciary or employee.
- 19.4.3 Take reasonable steps to ensure that each such activity as is carried on by it is for the benefit of, or is widely accessible to, the general public at large, including any sector thereof.
- 19.4.4 Comply with such conditions, if any, as may be prescribed by way of regulation to ensure that the activities and resources of the Club are directed in the furtherance of its objects.
- 19.4.5 Be prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any action in furtherance of its objects) and be required to utilise its funds solely for the objects for which it has been established, or to invest such funds with a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990) and/or in securities listed on a stock exchange as defined in section 1 of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985) and/or in such other prudent investments in financial instruments and assets as the may be determined in law provided that the provisions of this sub-paragraph do not prohibit the Club from retaining any investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business undertaking or trading activity) in the form that it was acquired by way of donation, bequest or inheritance.
- 19.4.6 Be prohibited from carrying on any business undertaking or trading activity, otherwise than to the extent that the undertaking or activity is integral and directly related to the sole object of the Club and carried out or conducted on a basis substantially the whole of which is directed towards the recovery of cost, and which would not result in unfair competition in relation to taxable entities.
- 19.4.7 Ensure that it, its employees, Members, and office-bearers are not knowingly a party to, and do not knowingly permit themselves to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation, or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act.



- 19.4.8 Not pay any remuneration to any employee, office bearer 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.
- 19.4.9 Comply with such reporting requirements as may be determined by law.
- 19.4.10 Shall not use its resources directly or indirectly to support, advance or oppose any political party.
- 19.4.11 Ensure that any books of account, records and other documents relating to its affairs are, where kept in book form, retained and carefully preserved by any person in control of the Club, for a period of at least four years after the date of the last entry in any such book or, where not kept in book form, are retained and carefully preserved by any person in control of the Club, for a period of four years after the completion of the transaction, act or operation to which they relate.

20 GUESTS

Members may introduce guests, subject to the Rules of the Club. The number of such guests may not on any occasion exceed the number permitted in terms of the Rules of the Club.

21 APPLICABLE LAWS AND RIGHTS OF ADMISSION

- 21.1 All Members, guests and visitors shall at all times comply with and observe the liquor and all other laws, rules and regulations that apply from time to time to the Club, the Property and the Club Facilities.
- 21.2 The right of admission of any person to the Club and the Club Facilities is reserved.

22. COMPLAINTS AND NOTICES

- 22.1 All complaints or suggestions shall be submitted in writing to the Manager, who shall submit them to the Links Committee. The decision of the Links or Management Committee shall be final. In no case shall a servant of the Club or Member be reprimanded directly by a Member. All complaints shall be dealt with in accordance with the procedure determined by the Management Committee from time to time.
- 22.2 No paper, advertisements, notice or placard of whatever type shall be displayed on the Club premises without the sanction of the Links Committee.



23. RULES

- 23.1 The game of golf shall be played under the rules approved by the Royal and Ancient Links of St Andrews, and such Rules as may be framed from time to time by the Links Committee and as approved by the Management Committee.
- 23.2 Every Member shall be bound by, and submit to, this Constitution, the Rules of the Club, the Association's MOI, as well as the Atlantic Beach Estate Rules framed in terms of the said MOI.

24. LIABILITY OF MEMBERS

The liability of Members (if any) at any time for any debts, liabilities, or obligations of the Club or for any claims against the Club shall be limited to the amount of their unpaid annual subscription or their entrance fees if any.

25. EXCLUSION OF LIABILITY

Neither the Club nor the Management Committee nor the Links Committee nor the Association shall be responsible or may be held liable for any loss damage or injury including consequential loss, suffered by or caused to any person or property anywhere on or

about the Club's property or premises or the property or premises of the Association, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, the Association, the Management Committee, the Links Committee or anyone else for whose actions they or any of them would be liable in law, or by reason of vis major, casus fortuitus, rain or other water, riots, strikes, theft or burglary, with or without forcible entry, or by reason of condition on or off the Golf Course or any building structures, or any defective facilities of the Club, or the Club's premises, or by any other cause of whatsoever nature and however arising.

26. LAWSUITS

All actions or suits of law brought by or against the Club shall be in the name of the Management Committee.



27. CONSTITUTION

- 27.1 This Constitution may not be altered, amended, or added to except by a resolution approved by at least two-thirds of the total number of votes given either in writing or in person at a General Meeting called specifically for such purpose. In addition to the aforesaid, provisions 4, 5 and 6 may not be amended without the express written consent of the Association.
- 27.2 A copy of all amendments to the Constitution under which the Club was established must be submitted to the Commissioner for the South African Revenue Service and the Director: Non-Profit Organisations.

28. DISSOLUTION

- 28.1 In the event of dissolution of the Club, its remaining assets and funds must be transferred to:
- 28.1.1 any other recreational club which has been approved by the Commissioner in terms of section 30A of the Income Tax Act; or
 - 28.1.2 any public benefit organisation contemplated in paragraph (a)(i) of the definition of a 'public benefit organisation' in section 30(1) of the Income Tax Act and which has been approved as such in terms of section 30(3) of the said Act.

29. INCLUSIVITY POLICY

- 29.1 The Club embraces the principles of the Golf RSA Transformation Charter and the Western Province Golf Transformation Charter ("Transformation Charters") with the aim of furthering the sport of golf by creating and maintaining an environment of inclusivity.
- 29.2 The Links Committee is responsible for devising and implementing a Policy of Inclusivity that is underpinned by the principles of representation, inclusivity and integration. The policy must align with the Transformation Charters.
- 29.3 The Links Committee undertakes to achieve this by:
- 29.3.1 Appointing at least one Links Committee member committed to championing the Club's Policy of Inclusivity.
 - 29.3.2 Drafting a strategy based on practical and achievable objectives.
 - 29.3.3 Implementing a monitoring and evaluation system to effectively measure progress against stated objectives.

- 29.3.4 Liaising with relevant representatives from Golf RSA and WP Golf Union in respect of compliance to the Transformation Charters.
- 29.3.5 Providing a six-monthly progress report to the Management Committee as the Association's representative body.

29.4 The Club's Inclusivity Policy must be underpinned by the following principles:

29.4.1 Inclusivity

An inclusive environment which encourages diversity by welcoming people from different backgrounds, cultures, genders, abilities and ages to enjoy the Club and all it has to offer. As stated by Golf RSA: "Transformation is a consciously planned process of creating conditions and opportunities that in the future will lead to the inclusion of any South African in meaningful participation in golf, both socially and competitively and thus enabling them to earn their rightful place in the golfing community of the world."

29.4.2 Representation

The purpose of promoting inclusivity at the Club is to achieve an environment that is representative of the community that it serves. The Club is therefore committed to placing a special focus on developing junior golf and encouraging the participation of girls and women in golf by creating an inclusive environment that is safe and welcoming.

The Club recognises that it has a responsibility to make the sport of golf more accessible to previously disadvantaged members of the community living beyond the gates of the Atlantic Beach Estate. The Links Committee will endeavour to achieve this by promoting the sport at schools in the area and also introducing golf to the wider community through viable programmes such as a caddy programme.

29.4.3 Integration

The Club supports the national imperative of inclusive economic growth. Inclusive economic growth is defined as economic growth that is distributed fairly across society and creates opportunities for all. The Club will strive to achieve this by creating business and job opportunities for the community in which the Club operates as well as focusing on skills development for the Club's employees. The Club's service providers will be required to ensure that their procurement policies are aligned to the Club's goal of achieving inclusive growth in the community.