



THE CONSTITUTION OF THE DURBAN SHONGWENI CLUB

AS AMENDED 2017 (final)

INDEX

1	ESTABLISHMENT AND NAME OF THE CLUB	3
2	DEFINITIONS AND INTERPRETATION	3
3	OBJECTS OF THE CLUB	4
4	THE CLUB YEAR	4
5	MEMBERSHIP	5
6	DEFINITIONS OF MEMBERSHIP CLASSES	5
7	ELECTIONS OF MEMBERS	8
8	RIGHTS AND PRIVILEGES OF MEMBERSHIP	9
9	LIABILITIES OF MEMBERS	10
10	FEES, SUBSCRIPTIONS AND ACCOUNTS	10
11	GUESTS AND VISITORS	12
12	THE GENERAL COMMITTEE	13
13	CHAIRMAN, VICE-CHAIRMAN AND HONOURARY TREASURER	14
14	THE GENERAL COMMITTEE – PROCEDURES, POWERS AND INDEMNITY	15
15	ANNUAL GENERAL MEETINGS	18
16	SPECIAL GENERAL MEETINGS	20
17	OFFICERS OF THE CLUB	20
18	TRUSTEES	21
19	DUTIES AND POWERS OF THE TRUSTEES	22
20	THE TRUSTEES – PROCEDURES AND INDEMNITY	23
21	PROFESSIONAL INSTRUCTORS	23
22	NOTICES	24
23	NON-PROFIT NATURE OF THE CLUB AND CONSEQUENCES OF DISSOLUTION	24
24	CLUB DOCUMENTS	25

THE CONSTITUTION OF THE DURBAN SHONGWENI CLUB

1 ESTABLISHMENT AND NAME OF THE CLUB

1.1 A *universitas*, with legal personality separate from its members, has been established to pursue the objects set out in clause 3, on the basis set out in this constitution (this constitution replaces the original constitution) .

1.2 The abovementioned *universitas* shall be known as “THE DURBAN SHONGWENI CLUB”.

2 DEFINITIONS AND INTERPRETATION

2.1 In this document the following meanings shall apply:

2.1.1 “**the Chairman**” shall mean the chairman of the General Committee, as elected in terms of clause 13.1 from time to time;

2.1.2 “**the Club**” shall mean The Durban Shongweni Club;

2.1.3 “**the Club House**” shall mean the premises from which the Club operates, currently located at Cliffdale Road and described as Portion 17 of the Farm Summerveld No. 14226, KwaZulu-Natal and Portion 13 of the Farm Kirkfalls No. 14227, KwaZulu-Natal;

2.1.4 “**Club Year**” means the 12 (twelve) calendar month financial year of the Club in terms of clause 4 (noting the Club’s subscription year has been amended);

2.1.5 “**the Constitution**” shall mean this written constitution, as it may be duly amended from time to time;

2.1.6 “**the General Committee**” shall mean the committee referred to in clause 12 as it may be constituted from time to time;

2.1.7 “**the Honorary Treasurer**” shall mean the honorary treasurer of the General Committee, as elected in terms of clause 13.1 from time to time;

2.1.8 “**the Secretary**” shall mean the person appointed by the General Committee from time to time to act as the secretary of the Club;

2.1.9 “**the Trustees**” shall mean the trustees appointed in terms of clause 18;

2.1.10 “**the Vice-Chairman**” shall mean the vice-chairman of the General Committee, as elected in terms of clause 13.1 from time to time;

2.1.11 “**Voting Members**” shall mean life members, ordinary members, country members and senior members of the Club (each as defined in clause 6) in good standing.

- 2.2 Headings of clauses shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of the Constitution.
- 2.3 Unless inconsistent with the context, words relating to any gender shall include the other genders, words relating to the singular shall include the plural and *vice versa* and words relating to natural persons shall include associations of persons having corporate status by statute or common law.
- 2.4 In the event of doubt arising as to the strict meaning of any provision of the Constitution or of any by-law, rule or regulation, or resolution, the Trustees' majority interpretation thereof shall be accepted unless and until the matter be referred to a general meeting of the Club and such interpretation be over-ruled or altered.

3 OBJECTS OF THE CLUB

- 3.1 The Club shall be a recreational club, the objects of which are:
- 3.1.1 to foster and encourage equestrian sport in every form, both competitive and non-competitive. In arranging competitions, the Club may act in collaboration with other recognised equestrian organisations or clubs;
- 3.1.2 to fulfil all the usual objects of a social, cultural and sporting club which shall at all times be non-political and non-racial; and
- 3.1.3 to carry out the activities usually associated with a country club.
- 3.2 The Club may carry out all undertakings as may be necessary for, or incidental to, its objects.

4 THE CLUB YEAR

- 4.1 The Club's financial year will run from the first day of August to the 31st day of July. Notwithstanding this the Club's membership subscription year shall run concurrently with the membership year of the South African Equestrian Federation, namely from 1 January to 31 December annually, provided the general committee is authorised to resolve in future to change the subscription year of the Club membership to coincide with the Club Year.
- 4.2 The General Committee shall appoint auditors (registered as such with the Public Accountants and Auditors Board) to audit the Club's financial records and provide audited annual financial statements in respect of each financial year of the Club.
- 4.3 The Club's financial year may be altered, if found necessary, by a simple majority attending any properly constituted general meeting of the Club.

5 MEMBERSHIP

5.1 The following shall be classes of membership of the Club (each of which is defined in clause 6):

- 5.1.1 Ordinary Members
- 5.1.2 Junior Members (non voting)
- 5.1.3 Country Members
- 5.1.4 Student Members (non voting)
- 5.1.5 Life Members
- 5.1.6 Honorary Members (non voting)
- 5.1.7 Temporary Members (non voting)
- 5.1.8 Senior Members
- 5.1.9 Social Members (non voting)
- 5.1.10 Family Members (only one adult may be considered a voting member)

6 DEFINITIONS OF MEMBERSHIP CLASSES

6.1 Ordinary Members

- 6.1.1 Ordinary Members are persons of the age of 18 years or more, who have been duly elected as ordinary members in terms of the Constitution.
- 6.1.2 On election to the Club, ordinary members shall be liable to an entrance fee and annual subscriptions, the amount of which will be determined from time to time by the General Committee.
- 6.1.3 On payment of the entrance fee and first annual subscription, the elected ordinary member shall be entitled to all rights and privileges and subject to all obligations which attach to membership under this Constitution.

6.2 Junior Members

- 6.2.1 Junior members are persons of less than 18 years of age, who have been elected as junior members in terms of this Constitution.
- 6.2.2 On election to the Club, junior members shall be liable to an entrance fee and annual subscriptions equal to one half of the entrance fee and annual subscriptions applicable to ordinary members at the relevant time.

6.2.3 On payment of the entrance fee and first annual subscription, elected junior members shall have the use of the Club facilities subject to special rules which may be promulgated from time to time by the General Committee.

6.2.4 Junior members shall not be entitled to hold any office in the Club, or attend meetings of the Club except where they may be called upon to give evidence before, or give advice or assistance, to the General Committee, or are asked to act upon a special sub-committee for the promotion of some particular sporting activity.

6.2.5 On attaining the age of 18 years, a junior member shall automatically come up for election as an ordinary member. It is an express obligation for a junior member to advise the Secretary of his having attained the age of 18 years, at which age junior membership shall automatically lapse.

6.2.6 On election as an ordinary member, the former junior member shall be liable to an entrance fee of one half of the entrance fee applicable to ordinary members at the time of the election.

6.3 **Country Members**

6.3.1 Any person once elected to the Club as an ordinary or junior member may, if he or she normally resides more than 55km (fifty five kilometres) from the Club House, apply to the General Committee to be registered as a Country Member. Such registration shall be at the discretion of the General Committee.

6.3.2 A Country Member may at any time opt to become a full ordinary or junior member, as the case may be, by notifying the Club's Secretary to that effect. The General Committee may, of its own accord, alter the classification of a member from "country member" to "ordinary" or "junior" member.

6.3.3 Wherever such a change of classification occurs during the Club Year, an adjustment in the subscription payable shall be made by decision of the General Committee.

6.3.4 The General Committee shall be empowered to make regulations for the payment of fees by country members for the use of the Club's sporting facilities.

6.4 **Student Members**

6.4.1 Student members are persons who have been duly elected as members in terms of the Constitution and who are full time students at a Technikon, University or any other recognised educational institution.

6.4.2 On election to the Club, student members shall be liable to an entrance fee and annual subscription equivalent to that payable by a country member as determined from time to time.

6.4.3 On payment of the entrance fee and first annual subscription, elected student members shall have the use of the Club facilities subject to special rules which may be promulgated from time to time by the General Committee.

6.4.4 Student members shall not be entitled to hold any office in the Club. On completion of their studies the student membership shall revert to one of the other applicable categories of membership.

6.5 **Life Members**

6.5.1 Life Members are persons on whom life membership is bestowed by the Club. Life membership may be bestowed on a member in recognition of meritorious service to the Club, provided that the person so honoured shall have been a member of the Club for not less than four (4) consecutive years. The election of a life member may take place only during an annual general meeting of the Club and on recommendation of the General Committee, or a motivated proposal from a Voting Member.

6.5.2 The recommendations of the General Committee or motivated proposals from Voting Members, of proposed life members, shall be lodged with the Secretary at least fifteen (15) days before the date fixed for an annual general meeting and the Secretary shall include details of same in the notices for such meeting.

6.5.3 Life members shall have the same rights and privileges and shall be subject to the same obligations as ordinary members, except that they shall be exempt from payment of annual subscriptions.

6.6 **Honorary Members**

6.6.1 Honorary Members are persons who have accepted the invitation of the Club to become honorary members.

6.6.2 Honorary members pay no subscription, but shall have the privileges of membership. They shall, however, have no vote nor be entitled to attend any general meeting, nor shall they serve on the General Committee.

6.6.3 The General Committee is empowered to invite distinguished personages to become members for a period of up to twelve (12) months. In addition, such personages may be invited by the Club, at its annual general meeting and on recommendation of the General Committee, to become honorary members for such periods as the meeting may determine.

6.7 **Temporary Members**

6.7.1 Any person may be elected to temporary membership at the discretion of the General Committee up to a maximum period of six (6) months. Subscriptions and/ or fees to be paid by temporary members may be determined from time to time by the General Committee.

6.7.2 Temporary membership consists merely of the right to use the Club's facilities, but without the right to introduce guests or visitors, or any of the other privileges of ordinary members. Temporary members shall be subject to the same obligations, and be limited in claims against the Club, its officers or committee members, in the same way as ordinary members.

6.8 **Senior Members**

Senior members are those persons over the age of 65 years who have been elected in the same way as ordinary members in terms of this Constitution. Senior members shall pay a reduced entry fee and annual subscription, as determined by the General Committee from time to time. They shall enjoy all the rights, privileges, and obligations of ordinary membership.

6.9 **Social Members**

6.9.1 Social members shall be persons over the age of 18 years, who are duly elected in the same way as ordinary members, in terms of the Constitution to membership of the Club.

6.9.2 On election to the Club, social members shall be liable to an entrance fee and annual subscriptions which will be determined by the General Committee from time to time.

6.9.3 Upon payment of the entrance fee and first annual subscription elected social members shall only be entitled to the use of the club house facilities.

6.9.4 Social members shall not have any other rights of membership, specifically voting rights, and shall be subject to all obligations which attach to other classes of membership under the Constitution.

6.10 **Family Members**

Family membership may be applied for, but capped for two adults and two children (with only one adult being considered a voting member).

6.11 **Membership Upgrade**

All Club members falling under the non voting membership vategories are required to complete a membership application form for committee approval, should they wish to upgrade to full member status.

7 **ELECTION OF MEMBERS**

7.1 Except in so far as otherwise provided in clauses 6.5 and 6.6, election to membership shall be as follows:

7.1.1 A candidate for membership of the Club must be proposed and seconded by Voting Members of the Club using the form prescribed for such purpose, from time to time,

by the General Committee. Proposers and seconders must be Voting Members, who have been Voting Members for not less than one full Club Year, provided, however, that no Voting Member may propose or second more than four (4) candidates during the course of one Club Year.

- 7.1.2 Upon receipt of the completed form, the Secretary shall display it on the Club notice boards, where it shall remain until the election or rejection of the candidate. The Secretary shall further provide the candidate with a copy of the Constitution and other rules and regulations of the Club. The candidate shall, prior to his election to membership of the Club being considered, bind himself in writing to comply with all provisions of the Constitution and other rules and regulations of the Club, in a form prescribed by the General Committee from time to time.
- 7.1.3 At the next meeting of the General Committee following the receipt of the application form, but not less than fourteen (14) days after it was first displayed on the notice boards, the General Committee shall decide whether to elect or reject the candidate. Election by the General Committee shall be by a two thirds majority.
- 7.1.4 Rejected candidates shall not be entitled to seek election again for six (6) months after the date of rejection.
- 7.2 Promptly after election, the Secretary shall notify the candidate of his acceptance or rejection and, if he has been accepted, submit to him or her an account for entrance fees and subscriptions due. The actual membership shall become effective only on payment of this initial amount.

8 RIGHTS AND PRIVILEGES OF MEMBERSHIP

- 8.1 Members of the Club shall (subject to any restrictions contained anywhere in the Constitution) have the following rights:
 - 8.1.1 to use the Club's facilities (in accordance with any directions of the General Committee and subject to rules and regulations of the Club from time to time in force);
 - 8.1.2 to vote at general meetings of the Club, provided that voting rights are restricted to Voting Members;
 - 8.1.3 to, in the case of Voting Members, be elected, co-opted or appointed to any office or any sub-committee in the Club;
 - 8.1.4 to, in the case of Voting Members, propose and second candidates for membership;
 - 8.1.5 to, in the case of Voting Members, propose and second candidates for membership of the General Committee subject to their having been Voting Members of the Club for not less two (2) years; and

- 8.1.6 to introduce guests and visitors to the Club, subject to the provisions of the Constitution (in particular, clause 11) and within the rules and regulations governing such introductions.

9 LIABILITIES OF MEMBERS

- 9.1 The liability of members is limited to the amount of their debt to the Club, including the amount of unpaid subscriptions and any levies which may have been imposed by a general meeting of the Club.
- 9.2 The Club shall not be liable for loss, damage or injury suffered by members, their guests or servants, to their persons, horses or any other property through fire, theft, the fault of Club servants or officers, or any cause whatsoever.

10 FEES, SUBSCRIPTIONS AND ACCOUNTS

- 10.1 Entrance fees are due on election to the Club. Annual subscriptions are payable in advance at the beginning of each Club Year. Candidates elected to the Club become liable for their first annual subscription on their election.
- 10.2 Members elected during the Club Year will be liable to pay a “*pro rata*” subscription calculated at one twelfth of the annual subscription for each remaining month of the Club Year from the beginning of the month during which they were elected to become members.
- 10.3 The Voting Members of the Club may, in General Meeting, determine from time to time special fees for the use by members of facilities such as riding on the Club grounds, jumps, schooling arena, polo fields, or any other sporting facilities. Members using such facilities shall automatically become liable for payment of such fees.
- 10.4 Accounts other than entrance fees and annual subscriptions shall be due and payable when presented.
- 10.5 The General Committee shall have power, in suitable cases, to remit any debt owed by a member, or grant an extension of time for its payment.
- 10.6 Any member whose subscription, or any other liability to the Club, is more than two (2) months overdue, shall not be entitled to exercise any privileges of membership during the continuance of the default. The member shall be informed of the default and the suspension of privileges of membership by the Secretary, in a registered letter.
- 10.7 In the event of any liability of a member to the Club remaining unsettled for a total period of four (4) months, such member shall automatically cease to be a member of the Club.
- 10.8 Any person who ceases to be a member by reason of clause 10.7 may, at the discretion of the General Committee, be re-admitted to membership without re-election and payment of entrance fee, provided that payment is made of all arrears due, together with any other fees

which would have been payable had such person remained a member up to the date of re-admission.

- 10.9 Apart from these provisions for automatic suspension, privileges of membership and automatic termination of membership, the General Committee shall have the right, at all times, to take such legitimate steps as it may deem fit against any member whose account is overdue. The Committee may deprive such member of membership, suspend such member, disclose the member as a defaulter, take legal action for recovery, or take more than one of these measures simultaneously. Any such decision shall be advised to the member by registered letter.
- 10.10 Notwithstanding any steps taken in terms of this clause 10, the defaulting member shall remain liable, in full, for his or her debts to the Club.
- 10.11 In the event of a member becoming insolvent, the General Committee may suspend a member, or terminate his or her membership.
- 10.12 In the event of a member being sentenced by a Court to imprisonment without option of a fine, or in the event of a member being convicted of any offence involving moral turpitude, or dishonesty, the General Committee may suspend such member or terminate his or her membership. In the event of a successful judicial appeal, such person may be re-instated by the Committee without re-election or payment of entrance fee.
- 10.13 The General Committee may at any time enquire into the conduct of a member in or out of the Club. If in the Committee's opinion the member's conduct has been unbecoming of a lady or a gentleman, or has reflected, or is likely to reflect discredit on the Club, or has had, or is likely to have, a detrimental effect on the Club, the Committee may suspend such member, or terminate his or her membership. The Committee may at any time review such decision and re-instate such person as a member without re-election or payment of entrance fee.
- 10.14 Any member who persistently infringes or disregards rules or regulations of the Club, or who refuses to obey any regulations of the General Committee, may be suspended or have his or her membership terminated by the General Committee.
- 10.15 Any decision taken by the General Committee in terms of this clause 10 shall be unanimous. Any such decision shall be notified to the member concerned by registered letter, and such decision shall become operative immediately. No member shall have any action against the Club or members of the General Committee arising merely out of any alleged wrongful suspension or expulsion. This provision shall not bar any action which may lie against an individual member on account of his or her alleged *mala fide* conduct in procuring the suspension or expulsion of another member.
- 10.16 Notwithstanding the non-expiry of the period covered by the annual subscription, an expelled or suspended member shall have no claim to refund of any portion of the annual

subscription paid, but remain liable for any subscription of other dues owed at the time of suspension or expulsion.

- 10.17 No former member shall be precluded by his or her disqualification from applying subsequently in the usual manner for election of the Club, but shall be obliged to indicate to the Secretary in writing, on making application, the fact and circumstances of his or her former disqualification.
- 10.18 Any member wishing to terminate membership shall submit the resignation, in writing, to the General Committee through the Secretary. The resignation shall be effective from the date at which it is notified to a meeting of the General Committee or, in the event of abnormal delay, from the date at which in the normal course of Club business, it would have been brought before a meeting of the General Committee, provided, however, that the General Committee may suggest to a member to reconsider the resignation and allow its withdrawal.
- 10.19 A member who has resigned shall have no claim to refund of any portion of the annual subscription paid, but remains liable for any subscription, or other dues, owed at the time of resignation.

11 **GUESTS AND VISITORS**

- 11.1 Members shall be entitled to introduce non-members as guests, provided that:
- 11.1.1 no guests aged sixteen (16) years or over shall be introduced more than three (3) times in any three (3) consecutive months, except with leave of the Chairman or Vice-Chairman;
- 11.1.2 no guests under the age of sixteen (16) years shall be introduced more than twice in any month;
- 11.1.3 the General Committee shall, from time to time, make regulations governing the introduction of guests and visitors, adult or children, especially with a view to exempt the Club from liability for damages which may be suffered by the guests and visitors on the Club's premises or through the conduct or default of the Club's officers or servants;
- 11.1.4 no guest shall enjoy the facilities of the Club premises except in the company of the introducing member, and such member shall be responsible for the conduct of the guest whilst on Club premises, and for any liability incurred by such guest;
- 11.1.5 the General Committee may forbid the introduction of any person as guest for reasons which appear sufficient to the General Committee.
- 11.2 In addition to, and apart from the above rules, the General Committee shall have the power to provide as it deems proper for the use of the Club's facilities by visiting participants or members of the public at all events organised by the Club.

12 **THE GENERAL COMMITTEE**

- 12.1 The affairs of the Club shall be managed by a committee known as “the General Committee” and which shall consist of nine (9) members.
- 12.2 The members of the General Committee shall be elected by the Voting Members of the Club at its annual general meetings.
- 12.3 Qualification for membership of the General Committee shall be Voting Membership of the Club, with a minimum of two (2) consecutive Club Years Voting Membership preceding the date of the annual general meeting at which they may be elected.
- 12.4 A candidate for election as a member of the General Committee must be proposed and seconded by Voting Members of the Club (who have been Voting Members for at least two (2) full Club Years) using the form prescribed for such purpose, from time to time, by the General Committee.
- 12.5 The prescribed form, duly completed and accompanied by the signed consent of the proposed candidate, must be lodged with the Secretary at least fifteen (15) days before the date fixed for the next annual general meeting.
- 12.6 On closing of the period for nominations in terms of clause 12.5, the Secretary shall forthwith advise all nominees of the names of the other nominees and existing members of the General Committee, and require each nominee to disclose, in writing, at least ten (10) days prior to the date fixed for the next annual general meeting, any connections (business or personal) that he has with any of the other nominees or existing General Committee members.
- 12.7 The Secretary shall examine the qualifications of the proposed candidates for membership of the General Committee and shall cause all qualifying nominations to be posted at least seven (7) days before the date fixed for the next annual general meeting, on the Club notice boards and copies forwarded to all Voting Members. The Secretary shall ensure that a summary of all connections disclosed in terms of clause 12.6 is included in such notices.
- 12.8 Members of the General Committee shall hold office for a period ending at the close of the second annual general meeting of the Club following that at which they were elected, subject to clause 12.9.
- 12.9 In the event of a vacancy occurring during the General Committee’s term of office, such vacancy shall be filled by co-option, subject to clause 12.3, until the next annual general meeting, whereupon the co-opted member shall cease to be a member of the General Committee, but may be eligible for election as such.
- 12.10 The General Committee shall require the Secretary to notify the members of the Club of any appointment in terms of clause 12.9.

- 12.11 A member of the General Committee shall vacate his office as such, if:
- 12.11.1 he ceases to be a Voting Member;
 - 12.11.2 he resigns as a member of the General Committee;
 - 12.11.3 he is found to be of unsound mind or a lunatic;
 - 12.11.4 he becomes insolvent or assigns his estate for the benefit of, or compromise with, his creditors;
 - 12.11.5 he becomes disqualified to act as a director of a company, in terms of the laws applicable to companies of the Republic of South Africa;
 - 12.11.6 he fails to attend three (3) consecutive meetings of the General Committee, without the consent of the Chairman (which consent shall not be unreasonably withheld);
 - 12.11.7 he is found not to have made complete and proper disclosure in terms of clause 12.6;
 - 12.11.8 he does not make immediate written disclosure to the Chairman of any connections (business or personal) that he has with any other member of the General Committee, that arose subsequent to his making disclosure in terms of clause 12.6;
 - 12.11.9 he is found to have an undisclosed material interest in any matter under the jurisdiction of the General Committee.

13 CHAIRMAN, VICE-CHAIRMAN AND HONOURARY TREASURER OF THE GENERAL COMMITTEE

- 13.1 The General Committee shall, not later than fourteen (14) days after each annual general meeting, hold a meeting at which it shall elect, from its members, persons to hold the following positions on the General Committee:
- 13.1.1 a chairman;
 - 13.1.2 a vice-chairman; and
 - 13.1.3 an honorary treasurer.
- 13.2 The quorum for the meeting referred to in clause 13.1 shall, notwithstanding the provisions of clause 14.3, be nine (9).
- 13.3 The Chairman, Vice-Chairman and Honorary Treasurer elected in terms of clause 13.1 shall hold office as such until the start of the corresponding meeting held after the next annual general meeting in terms of clause 13.1, whether or not they have been elected members of the new General Committee.
- 13.4 In the event of a vacancy occurring in the position of Chairman, Vice-Chairman or Honorary Treasurer during a Club Year, the General Committee shall fill this vacancy from its members (subject to the qualifications set out in clause 13.1). Such persons shall hold their

appointed positions until the start of the corresponding meeting held after the next annual general meeting in terms of clause 13.1, whether or not they have been elected members of the new General Committee.

- 13.5 The General Committee shall require the Secretary to notify the members of the Club of any appointment in terms of clause 13.4, by way of a notice posted on the club notice boards and with copies forwarded to all members of the Club.
- 13.6 The Chairman, Vice Chairman and Honorary Treasurer shall not, during their respective terms of office, hold a similar position in any other equestrian organisation, and may not hold any other portfolio on the General Committee.

14 **THE GENERAL COMMITTEE - PROCEDURES, POWERS AND INDEMNITY**

- 14.1 The General Committee may meet for the dispatch of business, adjourn and otherwise regulate its meetings as its members see fit. Seven (7) days' written notice convening a meeting must be given to all members of the General Committee and the notice must include an agenda. In case of an emergency a meeting may be called at short notice provided that such short notice is ratified (in advance or subsequently) by all of the members of the General Committee.
- 14.2 Five (5) or more members of the General Committee may at any time require the Secretary to convene a special meeting of the General Committee. The nature of the business for such special meeting shall be stated in a notice convening the special meeting and no business other than that for which the special meeting is called may be discussed.
- 14.3 Six (6) members of the General Committee shall form a quorum.
- 14.4 Except in so far as special voting procedures are provided for elsewhere in this Constitution, all decisions of the General Committee shall be by a simple majority of members present and voting. In the case of the voting being equal, the nominated Trustee shall have a casting vote on any material matter (non day-to-day).
- 14.5 The Secretary shall attend meetings of the General Committee in an *ex officio* capacity and shall have no voting rights (unless the Secretary also happens to be a member of the General Committee).
- 14.6 Proper minutes shall be kept of all General Committee meetings and shall be duly confirmed at subsequent General Committee meetings. Such minutes shall be properly stored, in a manner and form determined by the General Committee, in perpetuity.
- 14.7 The General Committee shall have the particular powers conferred on it elsewhere in this Constitution, and in general shall have full power and authority to do any act, matter or thing which could be done by the club except as otherwise specifically provided in this Constitution. In particular, the General Committee shall have power:

- 14.7.1 to deal generally with the affairs of the Club, including the organising of competitions, horse shows, tournaments and other sporting and club functions, and the administration of the Club's grounds, facilities and stables, and in so doing to make, vary and repeal by-laws, rules and regulations for the carrying out of the provisions contained in the Constitution for the management of the affairs and use of the premises and facilities of the Club and for its members and generally for all matters connected with the Club, provided that such bye-laws, rules and regulations do not conflict with the Constitution;
- 14.7.2 to acquire any movable or immovable property for the Club calculated to benefit the Club and to advance its objects, subject to the prior written approval of the Trustees where expenditure exceeds R50 000 per item (such amount to escalate by ten percent (10%) per annum on the first day of each Club Year, starting with the Club Year commencing on 1 August 2009);
- 14.7.3 to authorise such payment as may be necessary in the conduct of the Club's affairs and in the fulfilment of any legal or moral obligations to which the Club may be subject, and to secure the fulfilment of any contracts or engagements entered into by the Club, mortgage or charge of debentures or otherwise howsoever, of all or any part of the property of the Club in such manner and under such conditions as the General Committee may think fit, subject to the prior written approval of the Trustees where expenditure exceeds R50 000 per item (such amount to escalate by ten percent (10%) per annum on the first day of each Club Year, starting with the Club Year commencing on 1 August 2009);
- 14.7.4 to sell, lease, alienate or otherwise dispose of part or parts of the movable property of the Club as the General Committee may think most beneficial to the Club and its members and to apply the consideration arising therefrom as the General Committee may think most advantageous for the Club, subject to the prior written approval of the Trustees where the value exceeds R50 000 per item (such amount to escalate by ten percent (10%) per annum on the first day of each Club Year, starting with the Club Year commencing on 1 August 2009);
- 14.7.5 to allocate usage of the Club premises, including restricted usage of any portion thereof for up to thirty (30) days in any Club Year;
- 14.7.6 to appoint and at their discretion remove or suspend the Secretary to perform the functions set out in the Constitution and to determine her other duties and fix and vary her salaries or emoluments (if any);
- 14.7.7 to appoint and at their discretion remove or suspend such attorneys, auditors, agents, managers, secretaries, clerks and servants for permanent, temporary or special services as it may think it, and to invest them with such powers as it may think expedient, and to determine their duties and fix and vary their salaries or emoluments

- (if any) and to require security in such instances and to such amounts as it may think fit;
- 14.7.8 to institute, conduct, defend, compound or abandon any legal proceedings by and against the Club and its officers or otherwise concerning the affairs of the Club, and also to compound and allow time for payment or satisfaction of any debts due and of any claims by or against the Club;
- 14.7.9 to refer any claim or demand by or against the Club to arbitration and to perform or refuse to perform the award;
- 14.7.10 to authorise receipts, releases and other discharges for monies payable to the Club and for the claims and demands of the Club and, except where otherwise provided in this Constitution, such receipts shall be signed by the Secretary or some person designated by the General Committee to act in place of the Secretary.
- 14.7.11 to open banking accounts in the name of the Club and to operate on and overdraw the same, and to authorise the drawing, accepting, endorsing, making and executing of bills of exchange, promissory notes, cheques and other negotiable instruments, provided that same shall be signed by the Treasurer and countersigned by the Chairman or Vice-Chairman or such persons as are designated by the General Committee to act for this purpose.
- 14.7.12 to invest and deal with any monies of the Club not immediately required for the purpose of the Club upon such securities and on such terms as it thinks fit, and from time to time to vary or realise such investments;
- 14.7.13 to establish or support or aid in the establishment and support of associations, institutions, trust funds and the like, calculated to benefit the Club, or employees of the Club, or the dependents or connections of such persons and to grant pensions and allowances, and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibitions, or for any public, general or useful object;
- 14.7.14 to delegate to any sub-committee or sub-committees any of the powers or functions hereby conferred upon the General Committee. Such sub-committees shall have such powers and functions as may be conferred on them at the time of their appointment or thereafter by the General Committee and shall be subject in all respects to such by-laws, rules and regulations, or instructions, as may from time to time be framed or given by the General Committee;
- 14.7.15 to arrange terms of reciprocity with other Clubs.
- 14.8 Without limiting any other restrictions contained in the Constitution, the General Committee shall not have the power to dispose of the whole, or a substantial portion of the whole, of the movable property of the Club unless such sale is ratified and confirmed by a resolution

passed by a two-thirds majority of Voting Members present and voting at a special general meeting or at an annual general meeting and notice of a specific resolution to that effect was included in the notice for such meeting.

- 14.9 Without limiting any other restrictions contained in the Constitution, the General Committee shall not have the power to dispose of any part of the immovable property of the Club, without the unanimous prior written approval of the Trustees in terms of clause 19.2 and a resolution passed at an annual or general meeting, in terms of clause 15.8.
- 14.10 The members of the General Committee and all honorary office bearers are hereby indemnified out of and from the funds and property of the Club from and against all losses, claims, costs, damages and any other liability which they may incur or sustain in carrying out their respective duties as General Committee members or office bearers of the Club, and no one of them shall be held responsible or in any way deemed responsible for any act or omission of any one of them or for any inadequacy of any title or security whatsoever accepted by the Club; nor shall they be liable for any loss caused by any banker or other person with whom monies or securities of the Club may be deposited, entrusted in safe custody, invested or otherwise placed; nor for any loss, disaster or damage which may happen or take place in the performance of their respective functions or as a result thereof; provided, however, that nothing in this sub-section shall be read as exempting a member from liability for his *mala fide* acts or omissions.

15 **ANNUAL GENERAL MEETINGS**

- 15.1 A general meeting of Voting Members shall be held in the Club premises, or elsewhere, as the General Committee may decide, during the first three (3) months of each Club Year. The Secretary shall post notice of the place, date and hour of each annual general meeting on the Club notice boards at least thirty (30) days before such meeting, and shall ensure that all Voting Members shall be posted or e-mailed a copy of such notice forthwith.
- 15.2 Notice of any resolution to be proposed at an annual general meeting, duly proposed and seconded by Voting Members, must be lodged with the Secretary at least fifteen (15) days before the date fixed for an annual general meeting and shall be posted by the Secretary forthwith on the Club notice boards and copies forwarded to all Voting Members (as with the notices regarding qualifying nominees for election to the General Committee, in terms of clause 12.7).
- 15.3 The notices to Voting Members in terms of clause 15.2 shall include provision, in a form approved by the General Committee, for each Voting Member to appoint another Voting Member as his proxy to vote at the meeting on his behalf.
- 15.4 A quorum for an annual general meeting shall consist of twenty-five (25) Voting Members present in person, provided that, if no quorum is present within thirty (30) minutes of the time

appointed for the meeting, the meeting shall stand adjourned until the same time and place of the following week, and the Voting Members then present shall form a quorum.

- 15.5 The annual general meeting shall be chaired by the Chairman, or in his absence, by the Vice-Chairman or, in the absence of both, by a member of the General Committee or, in the absence of any such member, by a Chairman elected by the Voting Members present, to conduct the meeting.
- 15.6 Whoever chairs an annual general meeting shall conduct the whole meeting, notwithstanding his or her resignation from the General Committee or its Chairmanship, or Vice-Chairmanship, or non-election to the incoming General Committee at such meeting.
- 15.7 Subject to any specific provisions to the contrary in the Constitution, resolutions shall be passed by simple majority of Voting Members present and voting (in person or by proxy), all questions being decided on a count of hands, unless a secret ballot be demanded by at least five (5) Voting Members present.
- 15.8 The following resolutions shall, in addition to having to comply with all other requirements of the Constitution, only be passed by a two thirds majority at a meeting at which at least 51% (fifty one percent) of Voting Members are present in person or by proxy:
 - 15.8.1 to conclude any transaction which requires the approval of the Trustees in terms of clauses 19.1.1 or 19.1.3; or
 - 15.8.2 to amend any provision of the Constitution.
- 15.9 The business to be done at the annual general meeting shall be:-
 - 15.9.1 to approve the minutes of the previous annual general meeting and of any special general meeting/s held during the preceding year;
 - 15.9.2 to provide the Voting Membership with a summary of attendance of General Committee members at committee meetings for the year to date (such attendance register should be attached to the agenda);
 - 15.9.3 to receive and consider the Club's annual accounts;
 - 15.9.4 to elect members of the General Committee to replace those whose terms of office expire at the end of such meeting, in terms of either clause 12.8 or 12.9;
 - 15.9.5 to elect an Honorary President and Honorary Vice-President and to elect life and honorary members;
 - 15.9.6 to consider any resolutions of which notice has been given in terms of clause 14.2.
 - 15.9.7 to consider such business as is usual under the heading "General".
- 15.10 The election of the General Committee shall be by secret ballot of Voting Members present (in person or by proxy), with each Voting Member being entitled to exercise a maximum number of votes equal to the number of vacancies on the General Committee and shall be

by straight ballot, the nine (9) candidates receiving the highest number of votes being declared elected. In the event of this process resulting in a tie, candidates so tying shall be voted upon by a process of elimination.

16 **SPECIAL GENERAL MEETINGS**

16.1 The General Committee may, at any time, require the Secretary to call a special general meeting of the Club on at least fourteen (14) days' notice, specifying for what object the meeting is called. The Secretary shall ensure that notice of such a special general meeting, including its date, time, place and specified object is posted on the Club notice boards and that copies are forwarded to all Voting Members.

16.2 The General Committee shall in like manner, require the Secretary to call a special general meeting of the Club on receipt of a written requisition signed by any twenty percent (20%) of Voting Members, specifying the object for which such meeting is to be called.

16.3 The provisions of clauses 14.1 to 14.8 (both inclusive) shall apply, *mutatis mutandis*, to the conduct of special general meetings.

16.4 No business other than that specified in the notice convening a special general meeting shall be transacted at such special general meeting.

17 **OFFICERS OF THE CLUB**

17.1 **Honorary President**

17.1.1 At each annual general meeting, a Voting Member who has been a Voting Member for at least ten (10) full consecutive Club Years, shall be elected as the honorary president of the Club.

17.1.2 Nominations for the position of the honorary president of the club, proposed and seconded by Voting Members with not less than one full Club Year's standing as such, shall be lodged with the Secretary at least fifteen (15) days before an annual general meeting and the Secretary shall ensure that details of such nominations are included in the notices for such meeting.

17.1.3 In the event of a vacancy in this office occurring during a Club Year, the General Committee may, if it considers fit, or if it is so requisitioned by twenty (20) Voting Members require the Secretary to call a special general meeting to fill the vacancy, subject to the above qualifications.

17.2 **Honorary Vice-President**

17.2.1 At each annual general meeting, a Voting Member who has been a Voting Member for at least ten (10) full consecutive Club Years, shall be elected as the honorary vice-president of the Club.

- 17.2.2 Nominations for the position of the honorary vice-president of the club, proposed and seconded by Voting Members with not less than one full Club Year's standing as such, shall be lodged with the Secretary at least fifteen (15) days before an annual general meeting and the Secretary shall ensure that details of such nominations are included in the notices for such meeting.
- 17.2.3 In the event of a vacancy in this office occurring during a Club Year, the General Committee may, if it considers fit, or if it is so requisitioned by twenty (20) Voting Members require the Secretary to call a special general meeting to fill the vacancy, subject to the above qualifications.
- 17.3 The Honorary President and Honorary Vice-President shall not be Trustees, members of the General Committee or hold any other office in the Club.
- 17.4 The Secretary shall notify the members of the Club of the appointment of each Honorary President and/or Honorary Vice-President, by way of a notice posted on the club notice boards and with copies forwarded to all members of the Club.

18 **TRUSTEES**

- 18.1 Five (5) Trustees, in whom shall be vested the control of the immovable property of the Club, shall be appointed by the General Committee in terms of this clause 18.1.
- 18.2 Four (4) of the Trustees shall be Voting Members who have been Voting Members for not less than ten (10) full consecutive Club Years and who have reached the minimum age of forty-five (45) years at the time of their appointment.
- 18.3 The fifth Trustee shall be the Club's attorney, or a senior partner in the firm of the Club's auditors.
- 18.4 The Trustees shall nominate one trustee to attend the regular General Committee meetings. The nominated trustee shall not have a voting right save that he shall have a casting vote as provided for in 14.4 above. This is to facilitate a better understanding between the Trustees and the General Committee as to the state of affairs of the club and to assist where material (non day-to-day) decisions need to be taken.
- 18.5 The General Committee shall, on the death or vacation of office of any Trustee or on the expiry of any Trustee's appointment, appoint a replacement Trustee so as to ensure that there are always five (5) Trustees in office.
- 18.6 The appointments of each of the five (5) Trustees shall be for a period of three years, provided that they shall terminate no later than the close of the fourth annual general meeting of the Club following their appointment, but the General Committee may then appoint them for a further term.
- 18.7 A trustee shall vacate his office, as such, if:

- 18.7.1 in the case where he is required to be a Voting Member, he ceases to be a Voting Member;
- 18.7.2 in the case of the Trustee holding office as such due to his appointment as the Club's attorney or as a senior partner of the Club's auditors, he ceases to hold such position or the Club changes its attorney or auditor as the case may be. This position shall be filled by the incoming attorney or auditor as appointed by the General Committee;
- 18.7.3 he resigns as a Trustee;
- 18.7.4 he is found to be of unsound mind or a lunatic;
- 18.7.5 he becomes insolvent or assigns his estate for the benefit of, or compromises with, his creditors;
- 18.7.6 he becomes disqualified to act as a director of a company, in terms of the laws applicable to companies of the Republic of South Africa;
- 18.7.7 he fails to attend three (3) consecutive meetings of the Trustees, without the consent of the remaining trustees (which consent shall not be unreasonably withheld);
- 18.7.8 he is found to have an undisclosed material interest in any matter under the jurisdiction of the Trustees.

19 **DUTIES AND POWERS OF THE TRUSTEES**

- 19.1 The duties of the Trustees shall be to:
 - 19.1.1 exercise control over any of the Club's transactions involving immovable property, including acquisitions, disposals (in part or in full) and encumbrances of immovable property (this clause 19.1.1 is to be as widely interpreted as possible and shall include, without limitation, all sales, leases, liens, bonds or exclusive usage arrangements to which they Club may be a party, but shall be subject to clause 14.7.5);
 - 19.1.2 exercise control over any of the Club's transactions where the amounts involved are in excess of the monetary limits set in clauses 14.7.2, 14.7.3 and 14.7.4;
 - 19.1.3 exercise control over any of the Club's transactions in terms of which the Club may be dissolved or its activities suspended or merge with any other entity or assign any of its rights and/or obligations to any other entity; and
 - 19.1.4 determine any dispute as to the interpretation of the Constitution, in terms of clause 2.4.
- 19.2 In addition to any other requirements in the Constitution, the Club shall not enter into any transaction referred to in clause 19.1 without the prior unanimous written approval of all of the Trustees.

19.3 In determining whether or not to grant approval of any transaction, the Trustees shall act in what they regard as the best interests of the Club, in light of its objects as set out in clause 3.

20 THE TRUSTEES - PROCEDURES AND INDEMNITY

20.1 The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings and activities as they see fit.

20.2 Proper minutes shall be kept of all meetings of the Trustees and shall be duly confirmed at subsequent meetings of the Trustees.

20.3 The Trustees are hereby indemnified out of and from the funds and property of the Club from and against all losses, claims, costs, damages and other liability which they may incur or sustain in carrying out their respective duties as Trustees, and no one of them shall be held responsible or in any way deemed responsible for any act or omission of any one of them or for any inadequacy of any titles or security whatsoever accepted by the Club; nor shall they be liable for any loss caused by any banker or other person with whom monies or securities of the Club may be deposited, entrusted in safe custody, invested or otherwise placed; nor for any loss, disaster or damage which may happen or take place in the performance of their respective functions or as a result thereof; provided, however, that nothing in this clause shall be read as exempting a Trustee from liability for his *mala fide* acts or omissions.

20.4 The Trustees shall receive no payment, benefit or remuneration of any kind whatsoever, for the duties performed or transactions undertaken on behalf of the Club in their capacities as Trustees, subject only to "professional fees" chargeable on a client/professional basis, where applicable, and when they are acting in their professional capacity.

20.5 Any Trustees acting in their professional capacity for, or having an interest in, a third party connected with any transaction with the Club, shall declare such interest and recuse themselves from any decisions regarding such transaction.

21 PROFESSIONAL INSTRUCTORS

21.1 The General Committee may, at its discretion, approve professional instructors for riding or any other sporting activities practised at the Club premises.

21.2 Instruction by such a person given within the precincts of the Club, shall be available only to members of the Club in good standing, except where an "Instructional Clinic", or such similar event, is held for the benefit of members and outside entrants.

21.3 All such instruction shall be at the discretion of, and subject to, rules made by the General Committee from time to time.

- 21.4 Instructors wishing to instruct upon Club premises shall be fully qualified, under SANEF and SAQA regulations, and shall submit a request, in writing, to the General Committee to instruct upon Club property, giving their full qualifications with copies of the relevant certificates. All such appointments shall be at the discretion of the General Committee.
- 21.5 If approved, the General Committee shall issue a letter of authority to the said instructor to instruct upon Club property. Such letter shall be available for inspection at any time when the instructor is instructing upon Club property.
- 21.6 No professional instruction may be given within the precincts of the Club by any person other than those authorised by the General Committee to give such instruction.

22 **NOTICES**

- 22.1 Except in so far as it is stipulated in the Constitution that certain notices are to be given by registered letter, any notice posted on the Notice Boards of the Club by authority of the General Committee shall be deemed to be sufficient notice to all members; but further, such notice may be served by the Club upon any member either personally or by sending it to that member through the post, in a pre-paid letter, to his last recorded address or by e-mail to his last recorded e-mail address, and any notice so sent shall be deemed to have been sufficiently served on such member.
- 22.2 The Secretary shall keep an official list of the names, classes of membership, postal addresses and e-mail addresses, of all members. Members are required to notify the Secretary of any change of address.

23 **NON-PROFIT NATURE OF THE CLUB AND CONSEQUENCES OF DISSOLUTION**

- 23.1 The Club shall be a non-profit organisation and at no time shall any assets or profits of the Club be distributed amongst its members.
- 23.2 The assets, funds, profits and gains of the Club shall be utilised solely for the objects of the Club as set out in clause 3 (or prudently invested should they not be immediately required for such purpose).
- 23.3 On dissolution of the Club and after payment of its debts and satisfaction of its liabilities, any assets of whatsoever nature remaining shall be given or transferred to a recreational club approved in terms of section 30A of the Income Tax Act, 1962 or a public benefit organisation approved in terms of section 30 of the Income Tax Act, 1962, as stipulated by the Voting Members when resolving to dissolve the Club and approved by the Trustees in terms of clause 19.1.3.
- 23.4 The Club shall not pay remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service

rendered, nor shall the Club pay any remuneration determined as a percentage of any amounts received or accrued to the Club.

23.5 The members of the Club shall not sell their membership rights or any entitlement in terms thereof.

24 **CLUB DOCUMENTS**

The General Committee shall make proper provision for the safe storage of originals of all Club title deeds, licences and legal documents, as well as the minutes of all annual and special general meetings, meetings of the General Committee and the Trustees, in perpetuity.

Signed:

Name:

Chairman – Durban Shongweni Club