

**AGENDA of the  
Portfolio Committee: Infrastructure & Planning  
22 September 2020  
(Also the agenda for the Mayoral Committee Meeting: 30 September 2020)**

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**5.  
A PORTION OF THE REMAINDER OF ERF 1253 HERMANUS LEASED TO THE  
HERMANUS SPORTS CLUB: APPROVAL OF AMENDMENTS TO THE CLUB'S  
CONSTITUTION**

7/2/3/1

A Le Roux

Manager: Property Administration

20 August 2020

(028) 316-3724

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**1. Executive Summary**

To obtain approval for the proposed amendments to the Hermanus Sports Club's constitution.

**2. Service Delivery and Budget Implementation Plan - IGNITE**

Infrastructure and Planning  
Property Administration

**3. Compliance with Strategic Priorities**

Provision of democratic, accountable and ethical governance  
Promotion of tourism, economic and social development

**4. Delegated Authority**

Executive Mayor

**5. Legal Requirements**

- Municipal Asset Transfer Regulations (R. 878 of 2008)
- Administration of Immovable Property Policy of the Overstrand Municipality (2015)

**6. Background/Discussion/Evaluation/Conclusion**

**Background/Discussion/Evaluation**

The Hermanus Sports Club, hereinafter referred to as "HSC", has a lease agreement with the Municipality which commenced on 27 May 2013 and will expire on 26 May 2058. The HSC wishes to amend their constitution and forwarded the draft amendments to the Municipality for consideration. The final draft is attached per Annexure A.

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Paragraph 10 of the lease agreement stipulates as follows:

- “10.1 The Lessee shall not, except with the **prior written consent** of the Lessor, cede or assign all or any of the rights and obligations of the Lessee under this lease; sublet the Property in whole or part; give up possession of the Property to any third party. However, the Lessor shall not unreasonably withhold its consent to a subletting of the Property.*
- 10.2 The Lessor shall be entitled at all reasonable times, to **inspect** the Constitution and Members’ Register of the Lessee and to obtain from the Lessee or its auditors any information it may deem appropriate to ensure due compliance with the provisions of clause 10.1 above.”*

Paragraph 46.3 of the current constitution stipulates as follows:

*“Any proposed alteration, amendment, addition, deletion or rescission shall be submitted to Overstrand Municipality in its capacity as Lessor of the property on which the Club facilities are situate, for its consent in writing before it can be submitted to resolution by members.”*

Although mostly grammatical amendments and other corrections are proposed the following non-grammatical amendments are proposed:

- The words “guests and visitors” are included under the “Code of conduct” heading resulting in guest and visitors also required to adhere to the code of conduct described in paragraph 3 of the Constitution.
- Under the heading “International Members” (paragraph 11) the wording “for a minimum of at least 9 months per year” was included to provide a definition for a member in good standing, who resides outside the Republic of South Africa.
- Under the heading “Prerequisite for Election of New Members” (paragraph 23) the following wording was removed “and by a proposing and seconding member” in order for someone to become a member without being proposed and seconded by an existing member.
- Subsequently paragraph 24 “Qualifications of Proposers and Seconders” was removed in its entirety.
- Under the heading “Election of New Members” (paragraph 24) the following was included “The election of Members shall be conducted at a meeting of the Executive Committee at which a quorum is present”.
- Paragraph 29 “Sport Sections” and paragraph 30 “Affiliated Bodies” was included.
- Under the heading “Illustrations of Executive Committees’ Power and Duties” (paragraph 35) the following was included “The election of Members

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shall be conducted at a meeting of the Executive Committee at which a quorum is present”.

- Paragraph 52 “Visitors” was included.

**Conclusion**

It is proposed that approval be given for the amendment of the attached constitution of the HSC.

**7. Financial Implications**

None

**8. Staff Implications**

None

**9. Comments from other Departments, Divisions and Administrations**

None

**10. Annexures**

Annexure A: Amended proposed Constitution

**RECOMMENDATION:**

that approval be given for the amendment of the Hermanus Sports Club’s constitution.

<b>RESPONSIBLE OFFICIAL :</b>	<b>M ERASMUS</b>
<b>TARGET DATE FOR IMPLEMENTATION :</b>	<b>15 OCTOBER 2020</b>
<b>TARGET DATE TO INFORM APPLICANT :</b>	<b>15 OCTOBER 2020</b>
<b>TARGET DATE TO INFORM OBJECTOR :</b>	<b>N/A</b>

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**5.**

**A PORTION OF THE REMAINDER OF ERF 1253 HERMANUS LEASED TO THE HERMANUS SPORTS CLUB: APPROVAL OF AMENDMENTS TO THE CLUB'S CONSTITUTION**

**7/2/3/1**

**A Le Roux**

**Manager: Property Administration**

**20 August 2020**

**(028) 316-3724**

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**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON 22 SEPTEMBER 2020, WHICH COMMITTEE SUPPORTED THE RECOMMENDATION**

**RESPONSIBLE OFFICIAL :**

**M ERASMUS**

**TARGET DATE FOR IMPLEMENTATION :**

**15 OCTOBER 2020**

**TARGET DATE TO INFORM APPLICANT :**

**15 OCTOBER 2020**

**TARGET DATE TO INFORM OBJECTOR :**

**N/A**

HERMANUS SPORTS CLUB

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**1. Name**

The name of the Club shall be the Hermanus Sports Club (hereinafter referred to as the HSC).

**2. Mission statement**

The HSC will:

- strive to be at the forefront of South African sporting clubs, offering outstanding sporting, recreational and social facilities to its members, guests and visiting players;
- adhere strictly to the Principle of non-discrimination on the grounds of *inter alia* race, gender, age or religion and will honour this commitment in all activities;
- in addition to encouraging sporting competitiveness and a determination to win, insist upon commitment to fair play and sportsmanship;
- seek to maintain professional standards of administration and control, coupled with sound democratic, financial, social and environmental practices;
- encourage participation in sports for children, youth and adults of all ages;
- strive to create opportunities for youth empowerment so to develop new leaders and role models;
- implement educational and awareness programmes;
- together with its members and their guests, be required to observe the code of conduct as set out and amended from time to time.

**3. Code of Conduct**

The following code is to be subscribed to by members of HSC, guests and visitors:

- To adhere to the principles of fair play and sportsmanship.
- To respect other sportsmen and women, fellow members, guests and employees of HSC.
- To refrain from abusive language and humiliating behaviour.
- To avoid unfair discrimination on the grounds of race, gender, age, religion or sexual orientation.
- To observe appropriate neat and clean dress standards.

- To treat club property with care and consideration.
- To promptly pay subscriptions and accounts due to the HSC.
- To direct complaints or proposals via the relevant accountable committee members or via HSC Manager, as applicable.

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#### 4. Legal Proceedings

HSC shall have full legal capacity and in legal or other proceedings shall sue or be sued in its own name.

#### 5. Members' Non-liability

No member of HSC shall incur any personal liability in respect of acts done or liabilities incurred on behalf of HSC, except in cases of gross negligence or malicious intent.

#### 6. Privileges of Members

- 6.1 Every member in good standing shall be entitled to such rights and privileges in respect of the use of HSC property, activities and amenities as shall be prescribed in this Constitution or by regulations made and promulgated by the Executive Committee in terms of clause 36. On cessation of membership no rights whatsoever shall remain vested in any ex-member. There shall be no discrimination between male and female membership.
- 6.2 No person under the age of 18 years shall be introduced or admitted to any portions of HSC premises from which they are under any law or any regulation of HSC prohibited.

#### 7. Property Rights of Members

The assets and property of HSC belong to HSC and its body of members from time to time, and no individual member shall be entitled to claim a division of such assets, in as much as it is the object of the HSC that it shall have the characteristics and attributes of a legal corporation with perpetual succession.

#### 8. Members

The members of HSC shall be the signatories of the current Constitution and such other persons who subsequently become members in the manner provided herein. HSC shall at all times consist of at least 20 members.

#### 9. Life Members

- 9.1. A person shall be a Life Member if duly elected as such and pays the Life Membership Fee then applicable.
- 9.2. The Life Membership Fee shall be such sum as may from time to time be determined by the Executive Committee. The Executive Committee in its sole discretion may allow payment of the Life Membership Fee by instalments, in which event the Executive Committee may determine that a fee higher than the normal Life Membership Fee shall be payable.

#### 10. Temporary Members

- 10.1. A person may at the discretion of the Executive Committee be elected a Temporary Member. The period of such membership shall be determined by the Executive Committee but shall not exceed three (3) calendar months calculated from the first day of the calendar month

- immediately following the election of the member. A Temporary Member shall not be subject to the provisions of clause 16.4. A 4/19
- 10.2. A Temporary Member shall have no right to vote at any General Meeting or to be appointed to any Committee or Sub-Committee of HSC or generally to exercise any say in the affairs of HSC.
- 10.3. A Temporary Member will within three (3) days after his election to HSC pay such fees as may be determined by the Executive Committee. For purposes of this clause, any portion of a calendar month during which a person is a Temporary member, shall be deemed to be a full calendar month and he shall not be entitled to any rebate should any period of his membership cover only a portion of a calendar month.
- 10.4. The Executive Committee shall in such instances as it may deem appropriate, have the right to waive wholly or in part any fees levelled for temporary membership.

#### 11. International Members

A member in good standing, who resides outside the Republic of South Africa for a minimum of at least nine (9) months of the year, may apply to be classified as an International Member and shall supply in support of his application such information as the Executive Committee may require. If in the opinion of the Executive Committee, such person ceases to reside outside the aforementioned territory, the Executive Committee shall have the right to terminate such International Membership as from a specified date.

#### 12. Family Members

Family Members shall be those members who are spouses, common law partners or children, below the age of 18, of a member.

#### 13. Junior Members

A Junior Member shall be a member between the ages of 6 and 18, who is not a Family Member and whose parents/legal guardian assists him in applying for membership. A Junior Member shall become an Ordinary Member on the 1<sup>st</sup> July following his attaining the age of 18 years, unless before the 1<sup>st</sup> July in question he shall on written application to the Executive Committee have been elected to some other class of membership.

#### 14. Corporate Members

A person or group of persons, whether natural or Juristic persons, who are elected by the Executive Committee to this class of membership, which membership shall endure for a period of twelve months only and which shall be renewable annually on the anniversary date of such election to membership.

#### 15. Ordinary Members

All members not falling within any of the classes defined herein above shall be Ordinary Members.

#### 16. Subscriptions

- 16.1. All members, other than Honorary Presidents, Honorary Vice-Presidents and Life Members, shall be liable to pay an annual subscription at the rate determined from time to time by

- Executive Committee but subject to the limitation imposed in terms of clause 16.4 hereof. <sup>Asin</sup>  
Such subscription shall not be less than R50.00 per annum.
- 16.2. Any newly elected member other than a Life Member shall pay a proportionate amount of the annual subscription calculated from the first day of the calendar month immediately following his election, to the next 30 June following his election, provided that where any newly elected member was as at the date of his election a Temporary Member, the aforesaid proportionate amount shall be calculated from the first day of the calendar month immediately following his election as a Temporary Member.
- 16.3. The Executive Committee shall, without having to obtain the consent of members at a General Meeting, be entitled to increase or decrease any one or more of the subscriptions referred to and payable in terms of this Constitution, by an amount not exceeding 15% of the current subscription applicable, provided that it notifies all members of its intention to do so by not later than 1 month immediately preceding the effective date of the amendment.
- 16.4. Where any member suffers from a disability either as a result of illness or as a result of his employment or as a result of services performed by him for the benefit of his community or country, and the Executive Committee is satisfied that, due to such disability, the person concerned is unable to afford the subscription for which he would otherwise be liable, the Executive Committee may determine that such person shall pay such nominal subscription as it may determine. The Executive committee shall at any time thereafter have the right to withdraw this concession and require the member concerned to pay the full subscription for which he would otherwise be liable.
- 16.5. If any member changes his membership category during the course of a Club Year, he shall until the end of such Club Year not be liable to pay a pro rata increase in subscription or be entitled to receive a prorata refund of subscription, but the subscription already due and or paid by him for that Club Year shall remain effective.

#### 17. Date of Liability for Subscription

- 17.1. Annual subscriptions shall be payable from the 1<sup>st</sup> day of July in each and every year or, in the case of a newly elected member, subscriptions payable on application.
- 17.2. Liability for monthly subscriptions or fees shall first accrue on the date of election as a Temporary Member, and thereafter on the 1<sup>st</sup> day of each and every successive calendar month thereafter for such period as may be prescribed or permitted under this Constitution.
- 17.3. Any member whose annual subscription is not received on or before 31<sup>st</sup> day of July shall be deemed a defaulter.
- 17.4. The provisions of clause 17.3 herein shall not be deemed or interpreted so as to confer upon any member the right to effect late payment of a subscription, nor shall it derogate in any way from the powers of the Executive Committee contained elsewhere in this Constitution especially but not exclusively those referred to in clause 19.

#### 18. Entrance Fees

- 18.1. An entrance fee at the rate determined from time to time by the Executive Committee shall be payable on election or re-election by all new members who are elected as International, Life, Family, Junior, Corporate or Ordinary members.
- 18.2. The Executive Committee may in its sole discretion waive wholly or in part any entrance fee which is payable by a former member who is re-elected to membership, or which is payable

by any other person elected to membership and in whose circumstances the Executive Committee believes reasonable grounds for such waiver exist. A 6/19

#### 19. Penalties for Non-payment of Subscriptions or Entrance Fees

- 19.1. If any person liable to pay an annual subscription, levy/surcharge, entrance fee, Life Membership fee or first instalment thereof defaults wholly or in part in making such payment for fourteen (14) days after the date on which it is due, he shall automatically, while continuing in default, lose the right of entering HSC premises and of exercising any rights of membership.
- 19.2. In addition, notice of such person's default shall be given by posting his name on HSC notice board, provided that such person shall first have been given, by e-mail or Post, notice that:
  - 19.2.1. His subscription and/or entrance fee has not been paid: and
  - 19.2.2. It is intended to post his name; and
  - 19.2.3. While continuing in default he shall lose the right of entering HSC premises and of exercising any rights of membership.
- 19.3. If, despite the posting of his name, such person continues in default for a further twenty-one (21) days, the Executive Committee shall, in case of an existing member, terminate his membership and cause his name to be removed from the roll of members or, in the case of a Person newly elected to membership, rescind his election. Notwithstanding such action by the Executive Committee, such person shall continue to be liable to make the payment in respect of which he is in default.
- 19.4. If a Life Member Elect defaults wholly or in part in paying a second or subsequent instalment of his Life Membership Fee for thirty (30) days after the date on which it has become due, the Executive Committee may in its discretion cancel his election as a Life Member, in which event such Person shall, according to the circumstances, become an Ordinary or Family member and the instalments already paid by him shall be applied to the payment of such entrance fee and annual subscriptions as he would have been liable to pay if he had not been elected as a Life Member and any surplus shall be credited against his liability for future annual subscriptions.
- 19.5. The Executive Committee may thereafter at its discretion and on good cause shown, reinstate any such person referred to in sub-clauses 19.3 and 19.4 on such terms and conditions as it may deem fit to impose.
- 19.6. A person liable to pay a monthly subscription shall not be entitled to exercise any rights of membership unless he has prepaid such monthly subscription as is due by him.

#### 20. Reprimand, Suspension and Expulsion of Members

- 20.1. If, in the opinion of the Executive Committee, any member (including a Life Member) shall have been guilty of conduct deemed by it to be:
  - 20.1.1. unworthy of a member of HSC; or
  - 20.1.2. prejudicial to the interest or reputation of HSC; or
  - 20.1.3. objectionable to members: or
  - 20.1.4. conduct unbecoming a member of HSC whether within the club's precincts or outside them, the Executive Committee shall have the power to:
    - 20.1.4.1. reprimand such member; or
    - 20.1.4.2. suspend such member from the use of HSC premises and privileges of HSC for such period as the Executive Committee in its discretion deems fit; or

- 20.1.4.3. terminate such member's membership of HSC. A 7/19
- 20.2. On receipt of a complaint by the Executive Committee regarding the conduct of a member, the Executive Committee shall convene a meeting of the Disciplinary Sub-committee for the purpose of affording such member a hearing to enable such member, with or without legal representation, a reasonable opportunity of explaining, justifying or defending his conduct at which hearing evidence may be led. The aforesaid hearing shall be convened within fourteen (14) days of receipt of the complaint and the affected member shall be afforded at least seven (7) days notice of the date of hearing.
- 20.3. The powers of the Disciplinary Sub-committee shall, subject to the provisions of this clause, be limited to a recommendation to the Executive Committee. The Executive Committee shall advise the affected member of its decision, following the first Executive Committee meeting after the date of hearing. The Executive Committee may order that the name of any member reprimanded, suspended or expelled in terms of this clause shall be posted on the notice board of HSC.
- 20.4. A member suspended in terms of this clause shall not be relieved from liability to pay his subscription in respect of the period of suspension.

#### 21. Termination of Membership

- 21.1. The membership of a Temporary member shall terminate by effluxion of the period for which he was elected or upon his ceasing to be qualified for such membership.
- 21.2. Save as is provided in sub-clause 21.1 and in clauses 13, 19, and 20, membership shall terminate only on death or resignation. The resignation of a member shall be effective only upon its being communicated in writing to the HSC Manager, and shall not relieve the member concerned of liability for any subscription which has become due prior to such communication.

#### 22. Voting Rights of Members

Only the Honorary President, Honorary Vice-Presidents, Life, Family, and Ordinary Members in good standing shall have a voice and vote in the management or control of HSC, provided that any such member shall have attained the age of eighteen (18) years.

#### 23. Prerequisites for Election of New Members

- 23.1. No person may be elected a member unless –
- 23.1.1. a membership application form, signed by the candidate -containing such particulars relating to the candidate as the Executive Committee may from time to time prescribe, has been completed and submitted to HSC Manager or Secretary of HSC; and
- 23.1.2. the name of the candidate, his occupation, and the class of membership which is applied for, have been publicly displayed in the Club House for at least fourteen (14) days;
- 23.2. The date of the membership application form shall be deemed to be the date of the application for membership.

#### 24. Election of New Members

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- 25.1 The election of Members shall be conducted at a meeting of the Executive Committee at which a quorum is present.
- 25.2 The Executive Committee may elect to membership any candidate in respect of whom the provisions of clause 24 have been complied with, save that no person shall be regarded as elected to membership of HSC or for transfer from one class of membership to another, unless he or she receives the votes of not less than two thirds of the Members of the Committee present and voting.
- 25.3 A candidate so elected shall not become a member until he has paid the entrance fee (if any) and first annual or monthly subscription payable or, in the case of a person elected to Life Membership, the Life Membership Fee; provided that, in the case of a person taking up Life Membership and effecting payment by instalments (as the Executive Committee may from time to time authorise) membership shall commence upon payment of the first instalment.
- 25.4 Where the Executive Committee has authorised a life member to pay his Life membership Fee by instalments, the sum total of such instalments shall equal the Life Membership Fee applicable at the date of authorisation and not necessarily that applicable at the date of his election.
- 25.5 The Executive Committee may at its discretion and upon such terms and conditions as it may deem fit to impose, reinstate any former member as a member of HSC in which event the provisions of clause 23 shall not apply to such reinstatement.

#### **25. Waiting List of Candidates**

The Executive Committee may at any time suspend the election of new members either wholly or in part and may place all or any candidates for membership on a waiting list for future consideration.

#### **26. Privileges of Membership for Certain Candidates**

A person on a visit to or newly resident in the Hermanus area who has been duly proposed for Temporary or Permanent membership, may exercise the privileges of membership when authorised to do so on the written authority of three (3) members of the Executive Committee, one of whom shall be either the Chairman, the Vice-Chairman, or the Club Captain.

#### **27. Unsuccessful Candidates for Election**

If any candidate has failed to secure election by the Executive Committee, he shall not be again proposed for election until at least twelve (12) months have elapsed since the date of the Executive Committee's decision. A candidate twice failing to secure election by the Executive Committee shall forever be barred from becoming a member.

#### **28. Constitution of Executive committee and Sports committee and Plenary Powers of Executive Committee**

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- 28.1. The full control and management of all activities, business and operations of HSC shall be vested in the Executive Committee consisting of members satisfying the requirements of clause 22, save that the Executive Committee shall manage the activities of the sports sections where necessary on the recommendation of the sports committee.
  - 28.2. The Executive committee shall be elected annually at each Annual General Meeting of members, and shall comprise:
    - 28.2.1. the Captain of HSC and five (5) elected members who have been duly proposed in terms of clause 31.2 hereof or who, being retiring members of the Executive Committee, have complied with the terms of clause 31.3; and
    - 28.2.2. the HSC Manager, ex officio,
  - 28.3. At its first meeting after the Annual General meeting, or whenever occasion may require, the Executive Committee shall elect from their members a Chairman and a Vice-Chairman.
  - 28.4. The Executive Committee shall be entitled to convene a general meeting of members for the purpose of considering, and if thought fit to impose, a levy/surcharge on all classes of members of HSC as they may propose for any specific project or purpose.
  - 28.5. The overall control and management of the sporting activities and sporting operations of HSC shall be vested in the Sports Committee consisting of members satisfying the requirements of clause 22, who shall, subject to the directions of the Executive committee, oversee the day to day activities of the sporting sections, and shall have the power to make recommendations to the Executive Committee regarding the sporting activities and sporting operations of HSC.
  - 28.6. The Sports Committee shall be reconstituted annually at each Annual General Meeting, and shall comprise
    - 28.6.1. the Captain of HSC, who shall chair the Sports Committee;
    - 28.6.2. the Chairman of each of the connected sports sections;
    - 28.6.3. the HSC Manager, ex officio.

#### 29. Sports Sections

- 29.1. The Club shall further its aims and objectives via Sports Sections. Each Sports Section shall concentrate on the furtherance and participation in one branch of sport and shall function in terms of a constitution to be approved by the Sports Committee.
- 29.2. The control and management of Sports Sections shall be vested in a Section Committee elected by the members of the section.
- 29.3. Each Section Committee will control and manage the section in line with an agreement with the Sports committee, which agreement will include inter alia, usage of facilities, responsibilities for maintenance, fund raising, and development.
- 29.4. Each Sports Section will contribute to the financial running of the HSC by way of an annual levy agreed with the Executive Committee.
- 29.5. Every Sports Section must deliver to the Sports committee a copy of its annual budget and submit on an ongoing basis to the Sports committee its financial statements and minutes as demanded by the committee.
- 29.6. Sports Sections will not be entitled to charge subscriptions in any form without the prior approval of the Sports Committee having been obtained.
- 29.7. Membership of Sports Sections: Only a member of the HSC may apply to become a member of a Sports Section.

- 29.8. Dissolution of Sports Sections: A Sports Section shall dissolve either by resolution taken by its own members or alternatively by resolution of the Sports Committee should the Committee be of the opinion that the playing members of the section are not numerically sufficient or that the interest in the section or its viability does not warrant it remaining active. A<sup>10/19</sup>

### 30. Affiliated Bodies

- 30.1. A body which operates by way of a lease agreement with the HSC, and which occupies or operates on HSC premises, but which is not a Sports Section, will be deemed an Affiliated Body.
- 30.2. Affiliated Bodies will have Voting rights at the Annual General Meeting, or Special General Meetings, wherein they will have one vote each.
- 31.3. Control and management of Affiliated Bodies will be on their own terms, albeit in line with the lease agreement with HSC.
- 31.4. Persons using facilities leased by Affiliated Bodies should subscribe to the HSC's Code of Conduct.
- 31.5. Persons using facilities of the Affiliated Bodies are not, by virtue of their usage of such facilities, deemed Members of HSC.

### 31. Conditions and Method of Election as Member of Executive committee

- 31.1. The HSC Captain, whose special functions shall be the supervision of the interests of members and the chairing of the Sports Committee, shall be duly proposed in terms of clause 28.2. If there be more than one candidate, the successful candidate shall be chosen by majority vote.
- 31.2. No member, other than a retiring member of the Executive Committee, shall be eligible for election in terms of clause 28.2.1 as a member of the Executive Committee, unless at least five (5) members satisfying the requirements of clause 22 have lodged with the HSC Manager or Secretary not less than seven (7) days prior to the Annual General Meeting, a proposal that such member be so elected, together with the written consent of such member thereto, provided that the retiring Executive Committee may waive all or any of these requirements.
- 31.3. A retiring member of the Executive Committee who is not disqualified in terms of clause 33 hereof, shall be eligible for re-election provided that he has lodged with the HSC Manager or Secretary not less than seven (7) days prior to the Annual General Meeting, written notice of his intention to seek re-election.
- 31.4. If more than five (5) nominations are received under clauses 31.2 and 31.3 above, the election of members of the Executive Committee shall be by ballot.
- 31.5. If no members or if fewer than five (5) members referred to in clause 28.2.1 are elected, those elected shall have the power to nominate the required number of members to the Executive Committee to bring the total number to five (5). Where no members are elected, the retiring Executive Committee shall have the power to nominate the requisite number of members.
- 31.6. The Executive Committee may co-opt a member of HSC who satisfies the requirements of clause 22 to fill any vacancy on the Executive Committee caused by the resignation, death or cessation of membership of an Executive Committee member. Such co-opted member shall retire at the Annual General Member but shall be eligible for re-election as a retiring member.

- 31.7. In the event of resignation, death or cessation of membership of the Captain of HSC, the Executive Committee may co-opt a member in terms of the preceding sub-clause to fill such vacancy or may appoint one of its members to perform the functions of Captain of HSC until the next Annual General Meeting, in which latter event no vacancy shall be deemed to have occurred.
- 31.8. A member of the Executive Committee who absents himself from four (4) consecutive meetings of the Executive Committee without having obtained the consent of the Executive Committee to do so decides, shall, if the Executive Committee so decides, cease to be a member thereof.
- 31.9. A member of the Executive Committee may be granted leave of absence and the Committee may at its option co-opt a member to act in the place of and during the absence of such member.

### 32. Meetings of Executive Committee and Sports Committee

- 32.1. The Executive Committee and the Sports Committee shall meet separately, at least once per calendar month, shall keep proper minutes of all the decisions; and the Executive Committee shall ensure that a proper register of members and proper books of account are kept.
- 32.2. The quorum of each Committee shall consist of three (3) members, who may include the Captain of HSC.
- 32.3. All matters arising at any meeting of the Executive Committee or the Sports Committee shall be decided by majority of the members present. The Chairman or the Captain of HSC, as the case may be, or, in his absence, the person appointed as Chairman for the meeting, shall have both a deliberative and a casting vote.
- 32.4. The proceedings at any meeting shall be valid, notwithstanding there being any vacancy in either of the Committees and notwithstanding any defect in the appointment or qualification of a member of such Committee. The acts of the respective committees shall be as valid as if such defect had not existed.

### 33. Maximum Period of Service on Executive Committee

- 33.1. No member of the Executive committee who has served as such for a period of four (4) consecutive years shall be eligible for membership of the Executive Committee the following year; provided that this clause shall not operate to cause more than one member of the Executive committee to become ineligible at the same time. Where two or more members would otherwise have become ineligible, the one to retire shall be he who has served for the longest consecutive period and if two or more have been served equally long, the one to retire shall, unless they agree amongst themselves, be decided by lot. Notwithstanding the foregoing, no members shall serve for more than six (6) consecutive years.
- 33.2. No member shall serve as Chairman or Captain of HSC for more than 4 consecutive years.
- 33.3. For the purpose of calculating the Period of four (4) or six (6) consecutive years referred to in sub-clause 33.1, any period served as either Chairman or Captain of HSC shall be excluded from such calculations. Any period served on the Executive Committee immediately prior to election as Chairman or Captain of HSC, plus any period served on the Executive Committee immediately after relinquishing the office of Chairman or Captain of HSC shall be deemed to be consecutive periods of service on the Executive Committee.
- 33.4. Notwithstanding anything to the contrary herein contained, a year shall, for the purposes of this clause, be deemed to run from the date of election or co-option to the Executive

Committee or to the office of the Chairman or Captain of HSC, until the following Annual General Meeting, For the purposes of this clause, a portion of a year shall be deemed to be a full year. A<sup>12/19</sup>

#### 34. Illustrations of Executive Committee's Powers and Duties

Without derogating in any way from the plenary powers vested in it by clause 28, the Executive Committee shall in particular have the power for the purposes of HSC:

- 34.1. to appoint, suspend or discharge any Manager, Secretary, Steward or other servants of the HSC as may be deemed necessary and to fix their remuneration and duties;
- 34.2. to pay bonuses, gratuities or allowances to any employee or ex-employee of HSC, and to establish and operate a pension or similar fund for the benefit of such persons or their dependants;
- 34.3. to appoint sub-committees, including Disciplinary Committees consisting of such members of HSC as the Executive Committee thinks fit, for such purposes and with such powers and upon such terms as may be deemed necessary;
- 34.4. to open and operate a bank account in the name of HSC;
- 34.5. to enter into agreements with third parties including Affiliated Bodies referred to in Clause 30 ;
- 34.6. to appoint professionals and trades people to render services to HGC, whether on risk or otherwise;
- 34.7. to lease movable and immovable property and to hire additional property for HSC needs upon such terms and conditions as the Executive Committee may deem fit;
- 34.8. to execute any guarantees required in connection with visiting teams or the sending of teams to other centres or countries;
- 34.9. to regulate the admission of the public to HSC's grounds and erections thereon;
- 34.10. to elect new members;
- 34.11. together with the Sports Committee, to oversee all playing and other arrangements in connection with any sporting or other activities of the Sports Sections of HSC;
- 34.12. to invite any suitable members to attend their meetings in an advisory capacity;
- 34.13. to control HSC finances and to purchase or acquire and to invest the funds of HSC in such property or assets or other securities as may be deemed advisable from time to time;
- 34.14. to borrow money when and upon such terms as it may deem expedient, provided that it shall need the approval of a General Meeting for loans of R50 000 (fifty thousand Rand) escalating year on year in line with the CPI.
- 34.15. to raise funds in order to establish, improve, increase and maintain HSC facilities or for any other appropriate purpose;
- 34.16. to exercise all such rights and perform all such duties as are specifically committed to them by any clause of this Constitution and generally to delegate such of its powers as it may deem appropriate to any of its own members or to any Sub-committee or official of HSC.
- 34.17. to maintain the property in a sustainable, safe and secure condition, in keeping with the original design and style and in accordance with the current Advertising and Grounds policies.

#### 35. Illustration of Sports Committee's Duties

Without derogating in any way from the powers vested in the sports committee by clause 28, the Sports <sup>A 19</sup> Committee shall be responsible for:

- 35.1. the administration and co-ordination of all sporting activities of HSC, including oversight of the running of each individual sports section;
- 35.2. together with the individual sports section committees, the making of all playing and other arrangements in connection with any sporting activity of the Sports Sections of HSC;
- 35.3. the making of recommendations to the Executive Committee in relation to all sporting activities and sporting operations of HSC, including in relation to the imposition of sports section levies from time to time, provided that the Sports Committee shall at all times be answerable to the Executive Committee in relation to all sporting activities and sporting operations of HSC;
- 35.4. oversight of the finances of each sports section, including the preparation of annual budgets for each sports section.

### 36. Regulations

- 36.1. The Executive Committee shall have power to frame, amend or repeal all such regulations as they deem necessary for regulating every or any function or activity of HSC.
- 36.2. Such regulations shall be promulgated by being publicly displayed in the Club House for fourteen (14) days. Unless within such period, a requisition signed by at least twenty-five (25) members qualified to vote in terms of clause 22 is lodged with the Manager demanding their submission to a General Meeting, they shall, at the expiration of such period of fourteen (14) days, become binding upon all members.
- 36.3. If however, such requisition is lodged as aforesaid, such regulations shall not become binding until approved by a General Meeting.
- 36.4. Notwithstanding anything to the contrary herein contained, no regulation shall be valid which is inconsistent with, contravenes or purports to violate any clause of this Constitution.

### 37. Damage to HSC Properties

Where any of the movable or immovable property of HSC has been damaged or destroyed by a member or by the guest of a member, howsoever caused, such member or the member who introduced the guest concerned shall pay for repairing or making good the damaged or destroyed property in such a manner and upon such terms as may be determined by the Executive Committee

### 38. Damage to Person or Property

Neither a member nor a guest nor a visitor shall have any right to be compensated by HSC for any injury or damage to his person or property sustained from whatsoever cause while on HSC premises.

### 39. Annual General Meetings

An Annual General Meeting of all members qualified to vote in terms of clause 22 shall be convened by the Executive Committee during the month of September each year. The business of such meeting shall be to:

- 39.1. receive and consider the Executive Committee's report on the general business of HSC, the financial statements and auditors' report for the year ended 30 June last;
- 39.2. to appoint auditors for the current financial year;
- 39.3. consider any notice of motion of which due notice has been lodged with the Secretary not less than fourteen (14) days prior to such meeting;
- 39.4. consider any proposed alterations to the Constitution provided that the requirements of clause 43 have been complied with;
- 39.5. elect where appropriate an Honorary president and Honorary Vice-presidents;
- 39.6. elect a Captain of HSC as referred to in clause 28 hereof; and
- 39.7. elect five (5) members of the Executive Committee as referred to in clause 28
- 39.8. transact such other business as may be competent of such meeting, provided that any resolution passed in terms of any motion other than a motion proposed in terms of clause 39.3 hereof shall act as a recommendation to the Executive Committee and shall not be binding upon them.
- 39.9. Consider for approval the payment of any levy/surcharge as may be proposed by the Executive Committee in accordance with the provisions of Clause 28 hereof.

#### 40. Special General Meetings

The Executive Committee may, at any time, and shall on receipt of a requisition signed by not less than twenty-five (25) members entitled to vote in terms of clause 22, convene a special General Meeting to consider such proposals as it either intends submitting to such meeting or as are clearly set forth in such requisition.

#### 41. Notice Periods and Content of Notices

- 41.1. Annual General meeting
  - 41.1.1. Not less than twenty one (21) days' written notice of the time, day and place for the holding of the Annual General Meeting shall be posted and/or e-mailed to the last known address of each member entitled to vote in terms of clause 22. Such period of twenty one (21) days shall be reckoned from and include the date of posting or emailing of the notice.
  - 41.1.2. Such notice shall set out the agenda of the meeting and state the names of all members of the Executive Committee who are due to retire at the meeting, specifying the capacity in which they are serving and who, if any, will under clause 33 be ineligible for membership of the Executive Committee for the following year.
  - 41.1.3. The notice shall further state explicitly the requirements for nomination of candidates for election to the Executive Committee provided by clause 31 and shall specify the date by which such nominations must be lodged with the Club Manager.
- 41.2. Special General Meetings
  - 41.2.1. The provisions of clause 41.1.1 shall *mutatis mutandis* apply to any Special General Meeting at which any amendment to this Constitution is proposed.
  - 41.2.2. For all Special General Meetings other than those dealing with a Constitutional amendment, not less than ten (10) days written notice of the time, day and place fixed for the holding of the meeting shall be posted to the last known address of each member entitled to vote in terms of clause 22. Such period of notice shall be reckoned from and include the date of posting of the notice.

- 41.2.3. Any notice posted in terms of clause 41.2 shall clearly set out the proposals to be dealt with by the meeting and in the case of any proposal to alter this Constitution shall specify the precise wording of the proposed alteration and contain a statement of the reason for the proposed alteration. A<sup>15/17</sup>

#### 42. Quorum at General Meetings

- 42.1. Twenty five (25) members entitled to vote in terms of clause 22 shall constitute a quorum at any Annual General Meeting of members or Special Meeting convened by the Executive Committee. If such quorum is not present within thirty (30) minutes of the time fixed for the holding of the meeting, it shall be adjourned to the same day and time of the following week, or if such day be a public holiday, to the next succeeding day. No fresh notice of such adjourned meeting need be given. At any such adjourned meeting, those present will, irrespective of number, constitute a quorum.
- 42.2. In the case of a Special General Meeting convened in consequence of the receipt of a requisition in terms of clause 40, thirty five (35) members shall constitute a quorum. Should such a quorum not be present within thirty (30) minutes of the time fixed for holding the meeting, it shall be dissolved and the proposals shall be regarded as defeated.

#### 43. Chairman of Meetings

At all General Meetings and at all Executive Committee meetings the Chairman, and in his absence the Vice-Chairman shall preside at the meeting. At any meeting the Chairman shall have a casting as well as a deliberative vote.

#### 44. Voting at Meetings

- 44.1. Save as otherwise provided in this Constitution, voting at all General Meetings shall take place by show of hands, unless by a majority vote the meeting decides that the voting shall be by ballot, and the Chairman shall announce whether or not any proposed resolution is carried. On such announcement any ten members may immediately demand that the resolution be submitted for decision to all members of HSC entitled to vote. On such demand being made, the Chairman shall cause the proposed resolution to be submitted for decision to all members of HSC entitled to vote in such manner as he shall decide and shall thereafter, by public notice in the Club House, notify the result of such submission. Where such submission is the result of a resolution originally proposed in terms of clause 39.8, then such submission shall, notwithstanding the proviso in clause 39.8, be binding upon the Executive Committee. The aforementioned right to demand that a resolution be submitted to all members of HSC entitled to vote shall not apply to any resolution arising from any Notice of Motion which has been contained in the notice calling the meeting or which has been proposed in terms of clause 39.3.
- 44.2. Notwithstanding the provisions of clause 44.1 above, in the event of an election being held for members of the Executive Committee or other offices of HSC in terms of the Constitution, such election shall be by ballot and the full results as to the number of votes cast per candidate shall be declared at that meeting when announcing the results.

#### 45. Amendment to this Constitution

- 45.1. This Constitution or any portion thereof shall not be altered, amended, added to, deleted or rescinded, save by a resolution passed by at least two-thirds of the members present and voting at a General Meeting in respect of which the notice requirements referred to in clause 41.1 or 41.2, as may be applicable, have been complied with. <sup>A<sup>16</sup>/19</sup>
- 45.2. Voting shall take place in accordance with the provisions of clause 44 and, in the event of the resolution being submitted to all members of HSC in terms of that clause, then no alteration, amendment, addition, deletion or rescission shall be made unless at least two-thirds of the members so voting are in favour of the resolution.
- 45.3. Any proposed alteration, amendment, addition, deletion or rescission shall be submitted to Overstrand Municipality in its capacity as Lessor of the property on which the Club facilities are situate, for its consent in writing before it can be submitted to resolution by members.

#### 46. Contraventions of this Constitution

A contravention by a member of any clause of this Constitution shall be deemed *per se* conduct unworthy of a member and/or prejudicial to the interest of HSC.

#### 47. Interpretation of this Constitution

In the event of doubt or dispute as to the true meaning of any portion of this Constitution, the Executive Committee shall declare by notice in the Club House what it considers such true meaning to be, and such declaration shall thereafter, unless set aside by a General Meeting, be deemed to be expressly contained in the Constitution.

#### 48. Privileges of Membership for Visiting Players

The Executive Committee may allow such privileges of membership as it may determine, including the right to purchase refreshments or other consumables to any persons while engaged in any match or competition on or in HSC premises.

#### 49. Ineligibility for Introduction as Guests or Visitors

The following persons shall not be introduced into the Club House as guests or visitors;

- 49.1. any person who, by virtue of clause 27, is ineligible for candidacy for membership;
- 49.2. any person who has been expelled or suspended from membership in terms of clause 20;
- 49.3. any person whose name has been posted and remains posted in terms of clause 19;

#### 50. Introduction of Guests

Subject to such additional conditions as the Executive Committee may from time to time prescribe, a member may introduce a guest to the Club House, provided that:

- 50.1. the member introducing a guest shall forthwith enter such guest's name and address in the Visitors Book provided for the purpose and sign the entry;
- 50.2. a guest shall not be introduced unless personally accompanied by the introducing member, and shall only remain on HSC premises during such time as the introducing member is also present;

- 50.3. no person shall be introduced as a guest more than twice per calendar month. The responsibility rests with the introducing member to ensure that this clause is not being contravened; <sup>A 17/19</sup>
- 50.4. the introducing member shall be responsible for the conduct of the guest whilst on HSC premises;
- 50.5. the Executive Committee may prohibit any person other than a member from entering HSC premises;
- 50.6. no member may introduce on any occasion more than 200 guests (excluding family members).

#### 51. Special Occasions in Reference to guests

- 51.1. The Executive Committee may fix certain days and occasions when clause 6.2 and clause 50.3 shall not be operative.
- 51.2. The Executive Committee may prescribe certain days and occasions or certain hours on certain days and occasions when guests may not be introduced to HSC premises or portions thereof.
- 51.3. The Executive Committee may prescribe certain days and occasions or certain hours on certain days when guests may only be introduced to HSC premises or portions thereof provided that the introducing member pays a fee or purchases a guest ticket for such sum of money as the Committee may determine. Notwithstanding such payment, the introducing member shall still enter the guest's particulars in the Visitors Book.

#### 52. Visitors

- 52.1. Non-members of HSC who wish to use certain sporting facilities may do so with the assent of the Club Manager or his representative.
- 52.2. The visitor's name and address shall be entered in the Visitors Book provided for the purpose and the visitor shall sign the entry.
- 52.3. Such visitors may only use the facilities upon prior payment of the prescribed visitor's fees.
- 52.4. Visitors must abide by the Code of Conduct, including observing the appropriate dress code.
- 52.5. Visitors who have complied with clauses 52.2 and 52.3 have the right to use the clubhouse facilities and to purchase refreshments or other consumables.
- 52.6. Bona fide family members or supporters of visiting players or Junior members have the right to use the clubhouse facilities and to purchase refreshments or other consumables, with the assent of the Club Manager or his representative.

#### 53. Dogs or Other Animals

No dogs or other animals shall be allowed on the playing fields.

#### 54. Payments for Supplies and Other Liabilities incurred

Any liability incurred by a member for anything served or supplied must be discharged in cash or by bank-guaranteed cheque by such member before leaving the Club House on the day on which such liability was incurred, but the Executive Committee shall have power in respect of special functions or occasions to modify the enforcement of this clause. If a member becomes liable to HSC for any other payment not specifically referred to elsewhere in this Constitution, such liability, howsoever incurred, shall be

discharged within thirty (30) days of the date on which it became due, failing which the provisions of A<sup>18</sup>/19 clause 19.1, 19.2, 19.3 and 19.5 shall become applicable to such member.

#### 55. Business Operations and Advertisements

- 55.1. Save with the specific consent of the Executive Committee, HSC premises shall not be used by any member, Club official or member of staff for any private business matter or purpose whatsoever. No notices or advertisements shall be displayed in the Club House except with the consent of the HSC Manager pursuant to a direction from the Executive Committee.
- 55.2. Except under any written agreement approved by the Minister no profit from the sale of liquor by HSC shall accrue to any individual.

#### 56. Affiliated Clubs and Reciprocity

The Executive Committee shall have power to determine the conditions upon which other clubs or the members thereof shall become affiliated to HSC and may arrange, vary and cancel the terms of reciprocity with other Clubs and the privileges to be accorded to members of such reciprocity Clubs.

#### 57. Addresses and Notices to Members

- 57.1. Every member shall cause his address or any change thereto to be recorded with the Manager.
- 57.2. Any notice or communication of whatever kind to a member shall be deemed for all purposes to have been received by such member within seven (7) days of it being sent to such member be it by post, telefax transmission or via the electronic media such as, but not limited to, e-mail.

#### 58. Notice to Overstrand Municipality

- 58.1. Two (2) representatives of Overstrand Municipality, namely a councillor and an official, shall be entitled to attend all Executive Committee meetings, Sports Committee meetings, as well as Annual General Meetings and Special General Meetings of HSC for purposes of observation.
- 58.2. The HSC shall be obliged to timeously notify the Overstrand Municipality in writing of all such meetings, stating the date, time and place of such meetings and including the agenda and any resolutions to be proposed.

#### 59. Club Year

For the purpose of this Constitution, a Club Year and HSC's financial year shall be the period commencing on 1 July and ending on 30 June of the following year.

#### 60. Complaints and Suggestions

Any member having cause for complaint against any official or servant of HSC shall present such complaint in writing to HSC Manager. Any suggestion shall be entered in a book for that purpose or be

made to HSC Manager in writing. Any complaint or suggestion shall be placed before the HSC Manager or <sup>or</sup> the Executive Committee if the complaint is against the HSC Manager.

#### 61. Winding-up, Dissolution and Distribution

62.1 The Executive Committee may wind-up or dissolve the HSC if the HSC ceases to hold any assets and does not have any outstanding obligations.

62.2 The HSC may also be –

62.2.1 wound-up if the members are of the opinion that the objectives of HSC will be better secured by the transfer of the assets to either the Municipality or another non-profit organisation with similar objectives, or if HSC is unable to meet its objectives;

62.2.2 dissolved by the decision of members,

provided that it shall only be done in terms of a resolution passed by at least two-thirds of the members present and voting at a General Meeting in respect of which notice requirements referred to in Clause 41.1 or 41.2, as may be applicable, have been complied with.

62.3. The Executive Committee shall in the event of the winding-up or dissolution of HSC –

62.3.1 ensure that all liabilities are settled forthwith;

62.3.2 publish notices in compliance with the requirements of Section 34 of the Insolvency Act, No. 24 of 1936, as amended, or any replacement legislation; and

62.3.3 thereafter, upon approval being obtained from the Commissioner and notification thereof to the relevant statutory bodies thereof, transfer the remaining assets of HSC to either the Municipality or an organisation having objects similar to the objects of HSC, provided that such other organisation is exempt from Income Tax in terms of section 10(1)(cN) read with section 30 of the Income Tax Act, further provided that the **Municipality** shall at all times have a **right of first refusal** to the transfer of the assets and liabilities of HSC in the case of winding up or dissolution of HSC for whatsoever reason.

(Amendment approved by OM 28 March 2014)