

# CONSTITUTION OF WITBANK YACHT AND AQUATIC CLUB

(As amended 25<sup>th</sup> Day of June 20.)

## 1. NAME

- 1.1. The name of the Club is “WITBANK YACHT AND AQUATIC CLUB” (hereinafter referred to as the Club).

## 2. COLOURS

### 2.1. BURGEE

The Burgee of the Club shall be navy blue with the Club badge at hoist.

### 2.2. BADGE

The Club badge shall consist of a navy blue triangle, apex down, with the word WITBANK inscribed above. Scrolls either side display the letters Y.C.S.K. shown in white on the triangle is a yacht in full sail on a red sea.

## 3. OBJECTIVES

- 3.1. The club has been formed to:
- 3.1.1. To promote interest and activity in the sport of sailing,
  - 3.1.2. Serve as a meeting place for members and to provide amenities for members for the furtherance of water sports;
  - 3.1.3. Serve as a social meeting place for members and to provide the customary amenities of a social club;
  - 3.1.4. Protect the interests of members, to regulate the conduct of members and make rules in this regard;
  - 3.1.5. Promote and hold (either alone or jointly with any other Clubs, Associations or persons) regattas, race meetings, competitions and functions;
  - 3.1.6. Affiliate with other similar bodies and associations.
  - 3.1.7. Each of these objectives shall be deemed separate and distinct from each other.
- 3.2. In order to achieve the objectives the Club shall have the following powers:
- 3.2.1. Acquire by purchase, exchange, lease, sublease or otherwise, immovable property of all kinds including lands, stands and buildings: and to acquire shares in any company owning immovable property of any kind.
  - 3.2.2. Erect, construct, carry out, maintain, improve, alter, manage and control any buildings or other erections on the property of the Club.
  - 3.2.3. Sell, Lease, mortgage, dispose of, give in exchange, turn to account or otherwise deal with or all or any part of the property and rights of the Club, provided that the same is in accordance with any covenants, restrictions and, or inclusions in the Club's Title Deed.

- 3.2.4. Buy, sell and deal in all kinds of movable property, and to supply all kinds of provisions, liquid and solid, required by members and their guests.
- 3.2.5. Apply to any Liquor Licensing Court or other competent authority for the grant to the Club of any licences for the sale of liquor, or for any other purpose which the Club may require for the continuation of its business; or for the renewal of any such licences held by the Club; and to accept transfer of any such licence or licences.
- 3.2.6. Borrow or raise money in such manner as the Club may deem fit, in order to protect directly or indirectly the interests of the members and generally, to achieve the objectives set out in Clause 3 above.

#### **4. CLASSES OF MEMBERSHIP**

The Club Shall have different classes of membership as set out below

##### 4.1. Ordinary Member

- 4.1.1. Any person over the age of 18 who has satisfied the Membership committee that he or she is interested in the objectives of the Club and wishes to become a member shall be eligible for membership to the Club.
- 4.1.2. The Spouse or recognised partner of any Ordinary Member is automatically recognised as an Ordinary Member for the period that the spouse or partner remains a fully paid up member.
- 4.1.3. All boat owners are required to be ordinary members and points and/ or prizes for the purposes of club racing may only be awarded to ordinary or junior members.

##### 4.2. Junior Member

- 4.2.1. Shall be dependants of paid up Ordinary Members, or individually paying members who are not yet financially self sufficient
- 4.2.2. Persons undertaking full time tertiary education, or Military service are considered not to be financially self-sufficient.
- 4.2.3. The Club shall not provide for members under the age of 16 years unless they are under the supervision of an adult member.

##### 4.3. Honorary Life Member

- 4.3.1. Honorary Life Membership may be bestowed upon a Member or other person who has rendered distinguished service to the Club.
- 4.3.2. Names of persons proposed for election to Honorary Life Member is to be tabled at a Management Committee Meeting in writing supported by three members in good standing.
- 4.3.3. Such election must then be ratified by way of secret ballot at the next Annual General Meeting or Special Meeting.
- 4.3.4. Any person so elected shall be entitled to Honorary Life Membership without payment of subscription fees.
- 4.3.5. An Honorary Life Member is eligible to vote as an Ordinary Member.

- 4.4. Honorary Member
  - 4.4.1. Shall be appointed by the Club at its discretion for any reason whatsoever and for any duration.
  - 4.4.2. Such members will not be entitled to vote or hold office.
- 4.5. Social Member
  - 4.5.1. Shall be such persons who apply for such status, or are granted a social membership by decision of the Committee in accordance with clause 6.1.5 herein, provided that their application is supported by a minimum of two (2) signatories from existing members of the Club and is approved by the Management Committee, and provided that such applicants are not active in any water sport activities on the Witbank Dam and do not own any water borne craft.
  - 4.5.2. Such Members are not entitled to vote.
  - 4.5.3. Social membership will apply for a period of one (1) year thereafter the Social member must reapply for membership to the Club.
  - 4.5.4. Such members will not be entitled to use the camping facilities of the Club save and unless they are a guest of an Ordinary member.
- 4.6. Bankenveld Member
  - 4.6.1. A natural person (i.e. Legal Person) and his immediate family owning property in Bankenveld estate. Membership is not transferable. Membership must be applied for in the normal manner, which application shall be approved or declined at the sole discretion of the club.
  - 4.6.2. All Bankenveld Members who have become members of the club shall at all times be subject to the rules and regulations of the club.
  - 4.6.3. A Bankenveld property owner may qualify as an ordinary member, by application and payment of the required annual subscription.
- 4.7. Pensioner Member
  - 4.7.1. Any Member over the age of 65.
- 4.8. Racing member
  - 4.8.1. A member who is currently a FULL PAYING Yachting Member at another CLUB

## **5. VOTING RIGHTS OF MEMBERS**

- 5.1. An Ordinary Member is entitled to a single vote. The spouse or accepted partner as per application form of the Ordinary Member is entitled to a single vote.
- 5.2. An Honorary Life Member is entitled to a single vote. The Spouse or accepted partner as per application form of the Honorary Life Member is entitled to a single vote.
- 5.3. A Junior Member over the age of 18 is entitled to a single vote.

- 5.4. The voting rights of Bankenveld Members are limited to 10% of the numbers of ordinary members.
- 5.4.1. A Bankenveld Member who qualifies as an ordinary member is entitled to a single vote. The spouse or accepted partner as per the application for of the above member is entitled to a single vote.
- 5.5 A Pensioner Member is entitled to a single vote. The Spouse or accepted partner as per application form of the Pensioner Member is entitled to a single vote.
- 6.5 A racing Member has no voting rights.

## **1. GENERAL PROVISIONS REGARDING MEMBERSHIP**

- 1.1. Application for Membership
- 1.1.1. Application for membership (other than Honorary) shall be made in writing on such form as may be approved from time to time by the Management Committee (herein after referred to as the Committee).
- 1.1.2. Such application must be proposed and seconded by two members of the Club who are in good standing.
- 1.1.3. Such application shall be lodged with the Secretary and shall be accompanied by payment of the entrance fee. Thereupon the Secretary shall post the application on the Clubs notice board, together with such details as the Management Committee deem appropriate, for a period of not less than One (1) month, in order to afford members the opportunity of lodging any objection.
- 1.1.4. The Management Committee shall within sixty (60) days consider the application for membership in order to satisfy itself that the Applicant is possessed of the qualifications entitling him/her to seek membership, and that the Applicant is in no way disqualified in terms of the Constitution in seeking such membership.
- 1.1.5. The Management Committee of the Club (whose quorum for such purposes shall be not less than four (4) of its members) shall consider the application together with any objections which may have been made and shall be entitled to accept, reject or defer such application for membership, or grant the Applicant a class of membership other than that which the Applicant requested. The decision of the Committee shall be arrived at by secret ballot and no Applicant can be elected unless they have received a simple majority vote. The Club Secretary shall forthwith convey such decisions of the Committee in writing to the Applicant.
- 1.1.6. If an application for membership is accepted then the Applicant shall be obliged within one (1) month of the dispatch of such notification to make payment of their annual subscription to the Club at the rate scheduled. Pending such payment, the Applicant shall not be entitled to make use of the privileges of membership. If the Applicant fails to make payment within the month, the

Applicants election to membership shall automatically become null and void and the entrance fee paid over to the Club by the Applicant shall be forfeit to the Club.

- 1.1.7. A newly elected member shall be required to serve a probationary period of membership for one (1) year. During this period the Applicant shall not be entitled to vote or hold office and the Committee shall be entitled to terminate membership without assigning any reason for so doing. The Provisions of clause 6.1.8 regarding claims against the Club shall mutatis mutandis apply.
- 1.1.8. If at any time after the election of an Applicant to membership, it appears that he/she has been elected under a misinterpretation of facts supplied in the Application or that there has been some mistake as to his/her identity, or it having come to the attention of the Committee that materially incorrect information has been supplied in the Application, the Committee shall be entitled to cancel the Applicants election to membership. In this event such an Applicant (then a member) shall immediately cease to be a member and shall have no claim whatsoever against the Club, howsoever arising from such cancellation and whether for damages, return of entrance fee and/or subscription, or otherwise. The Committee shall nevertheless be entitled in its sole and entire discretion, to make a pro rata refund in such an amount, as it may consider proper.
- 1.1.9. No Applicant whose application for membership has been rejected shall be entitled to reapply for membership before the lapse of a period of three (3) months from the date of the last rejection of his/her application for membership.

## **2. EXPULSION AND SUSPENSION**

- 2.1. A member of the Club shall be liable for expulsion or suspension of Membership by the Committee of the Club in any of the following circumstances:
- 2.2. The Member fails to make payment of his/her subscriptions to the Club within two (2) months of the due date thereof, or of a levy duly imposed by its duly determined date of payment, or of any sum due to the Club and shall fail to remedy such default within one (1) month of prepaid registered demand for the sum due to the Club at the members last known address, and the posting of this on the Club notice board. The Club may take such steps as it deems fit to recover such sums;
- 2.3. The Member is found guilty by the Committee of any misconduct or misdemeanour and the decision of the Committee was, or included a recommendation that the Member be expelled or suspended from the Club.

## **3. RE-ADMISSION TO MEMBERSHIP**

- 3.1. The Committee of the Club shall be entitled, in its sole and entire discretion to readmit to membership any former member whose membership has been terminated for any reason whatsoever and upon such terms and conditions as it deems fit; and likewise to lift any suspension imposed on a member.

#### **4. RESIGNATION OF MEMBERSHIP**

- 4.1. Any member intending to resign his/her membership shall notify the Secretary in writing to that effect and the Secretary shall table such request before the Committee.
- 4.2. The Committee of the Club may make request for immediate payment of all amounts owing by the member to the Club, including subscriptions for the current year. The member shall continue to be liable to make payment of his/her subscriptions and any levy, which may thereafter be imposed by the Club for any property the member fails to remove from the Club premises.
- 4.3. Notwithstanding the acceptance by the Committee of a members resignation, the resigning member shall be subject to the disciplinary provisions of this Constitution
- 4.4. Exactly as if he /she were still a member in respect of
- 4.5. Any complaint already instituted against him/her as at the date of resignation
- 4.6. Any act or omission that occurred while he/she was a member.

#### **5. FINANCE**

- 5.1. Levy
  - 5.1.1. The Committee of the Club may, subject to the approval of a Special General Meeting impose a levy and, if it is so desires, determine a date on or before which such levy is payable. Failure by any member to make payment of such levy shall be treated as failure to make payment by a member of his/her annual subscription and shall give rise mutatis mutandis to the procedures and consequences contained in Clause 7.1.1 of this constitution and any amendments to it.
- 5.2. Subscriptions
  - 5.2.1. The Annual Membership fees shall be reviewed each year at the Annual General Meeting.
  - 5.2.2. All subscriptions shall be payable yearly in advance on or before the 1<sup>st</sup> day of August each year;
  - 5.2.3. Should any membership fee remain due and unpaid for a period of three (3) months after this date the Committee shall at it discretion cause such membership to cease.
  - 5.2.4. The Committee may allow any member on written application the facility of paying subscriptions over a period of time not exceeding six (6) months. The method of payment to be at the Committees discretion.
  - 5.2.5. No member shall be entitled to take part in any Club event unless he/she shall have paid all arrears due to the club and may be subject to the procedures as set out in clause 7.1.1 above.
  - 5.2.6. Any New member admitted after the 1<sup>st</sup> day of January in any year shall be liable for one half of the annual subscription.
  - 5.2.7. The Bankenveld Home Owners Association shall pay 10% of the levies paid by the Home Owners to the club on a monthly basis.
  - 5.2.8. Annual subscription to applicable National Sporting Bodies are not included in the Membership Fee

5.3. Entrance Fee

- 5.3.1. An entrance fee, shall be payable by any person elected to membership of the Club, as determined by the Committee and is revisable yearly at the Annual General Meeting.
- 5.3.2. Such Entrance Fee shall be payable simultaneously with the submission of an application for membership and in the event of an application for membership being rejected will be refunded by the Club to the Applicant.
- 5.3.3. In the case of application for membership made on or after the 1<sup>st</sup> day of January in any year the entrance fee remains payable in full.
- 5.3.4. The owners of erven in Bankenveld Township will be exempt from paying the Entrance Fee.

**6. COMMITTEE OF THE CLUB AND OFFICE BEARERS**

- 6.1. The affairs of the Club shall be conducted by a Management Committee (hereinafter referred to as the Committee) which shall consist of a Commodore, Secretary, Treasurer, Sailing Secretary, Boson, Vice Commodore and three (3) members to be elected as provided below;
  - 6.1.1. Nominations to the Committee shall be by way of a proposer and seconder at each Annual General Meeting each of whom shall be a member of the Club entitled to vote, and by the member nominated signifying his/her willingness to stand for election.
  - 6.1.2. Any nominee for the position of Commodore, Vice Commodore, Sailing Secretary, Treasurer, Secretary or Boson must have been a member of the Club for a period of no less than two (2) years, for the purposes of clarity any member joining the Club on or before the 1<sup>st</sup> day of January 2001 will for the purposes of election to the Committee be deemed to have been a member of the Club for a period of two (2) years.
  - 6.1.3. No member who has not previously served on the Committee of the Club for a period of at least one (1) term of office shall be eligible for election as Commodore.
  - 6.1.4. Any nominee for the post of Vice Commodore should where possible be a member who has served as a past Commodore.
  - 6.1.5. Any nominee for the post of Sailing Secretary must be or have been an active sailing member.
  - 6.1.6. The Members so elected shall hold office until the following Annual General Meeting.
  - 6.1.7. At any meeting of the Committee, three officers shall form a quorum. In need the Committee shall be entitled to fill any casual vacancies in its membership by way of co-option,
  - 6.1.8. The Bankenveld Home Owners Association may nominate one person to serve on the WYAC committee, who shall have one vote and represent all Bankenveld Members.
  - 6.1.9. A Bankenveld Member who has registered as an ordinary member may sit on the committee as specified in 11.1.

- 6.2. The Office of any member of the Committee of the Club shall be vacated in any one of the following eventualities;
  - 6.2.1. Termination for whatsoever reason of membership of the Club;
  - 6.2.2. On membership being suspended;
  - 6.2.3. The member absenting his/herself at three consecutive meetings of the Committee of the Club without leave first having been obtained from the Commodore or Secretary
  - 6.2.4. The members resignation, tended by way of giving one (1) weeks written notice.
- 6.3. The Committee shall meet on a regular basis at such premises to be agreed upon by the Committee and upon such dates and times to be fixed upon by the Commodore in consultation with the Committee, provided that the period between any two meetings shall not be less than two (2) weeks and not more than eight (8) weeks;
- 6.4. The Commodore if he considers it urgent or necessary shall be entitled to convene a meeting; any decision made at such a meeting must be ratified at the following monthly Committee Meeting. The Secretary shall notify members of the Committee of the Club of the Agenda for any meeting at least fourteen (14) days prior to the date of the meeting;
- 6.5. The Commodore shall be bound to call a meeting of the Committee within seven (7) days of receipt of a written request from any two officers of the Club;
- 6.6. All matters for decision by the Committee shall be decided by a simple majority vote of those present; but the Commodore shall have the casting vote in addition to his/her deliberate vote;
- 6.7. The Commodore, Vice Commodore, Bosun, sailing Secretary shall not hold any single position on the Committee for a period of more than two years in any given term.

6.8.

## 7. POWERS OF THE COMMITTEE OF THE CLUB

- 7.1. The entire management of the Club shall be vested in the Committee of the Club.
- 7.2. The Committee of the Club shall have full power and authority to perform any act, attend to any matter or do anything which could or might be done by the Club, provided at all times it adheres to the provisions and specifications set out in this Constitution;
- 7.3. The Committee shall have the following special powers:
  - 7.3.1. Make, vary and repeal bye laws for carrying out the provisions contained in the Constitution for the management of affairs and the use of the premises of the Club by its members and generally for all matters connected with the Club, provided such bye laws are not in direct contravention of the bye laws as stated and altered from time to time by the Bankenveld Home Owners Association, and /or the City Council of Witbank.
  - 7.3.2. Sell, lease, alienate or otherwise dispose of any part or parts of the movable property of the Club as it may think most beneficial to the Club and to apply the consideration arising therefrom as it thinks most advantageous to the Club; but the Committee shall not



have the power to dispose of any part or parts of the immovable property of the Club unless such sale is ratified and confirmed by a resolution passed by a majority of not less than two thirds of the vote of members present at a Special General Meeting of the Club called for that purpose, or present at an Annual general Meeting on the agenda of which this item appears, provided that such disposal complies with any covenant, inclusion or condition within the Title Deed of the Club.

- 7.3.3. Appoint attorneys, agents, secretaries, managers, officers, clerks, and servants for permanent, temporary or special services as it may think fit, invest them with such powers as it may think expedient, determine their duties and fix and vary their salaries to such amounts as it may think reasonable, and in its discretion to terminate such appointment or appointments;
  - 7.3.4. Institute, conduct, defend, compound or abandon any legal or arbitration proceedings by or against the Club, 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 to the Club, and any claims or demands by the Club;
  - 7.3.5. Make and give receipts, releases and other discharge for monies payable to the Club and for the claims and demands of the Club. Except where otherwise provided in these rules, such receipt shall be signed by the Designated signatories of the Club; such motions to invest or release monies must be tabled at a Committee
  - 7.3.6. Open one (1) or more banking accounts in the name of the Club and operate on the same, and draw, accept, endorse make and execute bills of exchange, promissory notes, cheques and other negotiable instruments connected with the day to day business of the Club.
- 7.4. The Committee shall carry out and give effect to any instructions given by the membership at an Annual or Special General Meeting.

## **8. SUB COMMITTEES**

- 8.1. The Committee may at any time appoint a subcommittee of willing members to assist in the general running of the Club.
- 8.2. Each Sub Committee (other than the Disciplinary Committee) shall consist of as many members as the Committee of the Club may reasonably decide.
- 8.3. A quorum for each meeting of any Sub Committee shall be a majority of the members who may then exercise the powers of such sub committees.
- 8.4. The Chairman of each Sub Committee shall, at each Committee meeting, report on the activities of his subcommittee.
- 8.5. All activities of the Sub Committees are subject to the approval of the Committee.
- 8.6. Sailing Sub Committee
  - 8.6.1. The sailing Committee shall consist of the Sailing Secretary, Vice Commodore and the Class Captains and will have the following duties;
  - 8.6.2. Shall be responsible for the maintenance of the rescue boats,

- 8.6.3. Shall draw up the Clubs sailing instructions, and the annual sailing programme;
  - 8.6.4. Shall arrange for the manning of the Bridge and rescue craft, whenever the same is required;
  - 8.6.5. Shall be responsible for the election of a protest committee and for the proper conduct of all Club events;
  - 8.6.6. Shall maintain a register of the Clubs fleet;
  - 8.6.7. Shall maintain records of the particulars referring to all Club events, races, meetings and report to the Committee on such matters;
  - 8.6.8. Shall ensure that the highest safety standards shall be set at all times and that life saving and rescue equipment at all Club events shall be entirely adequate,
  - 8.6.9. Enforcing and/or reporting any breach of the byelaws on the water, slipways, jetty or shoreline.
- 8.7. Disciplinary Sub Committee
- 8.7.1. The Disciplinary Sub Committee shall consist of three (3) ordinary members of the Club in good standing. The Committee to be responsible for electing the said members. The Committee will elect a chairperson from the three (3) elected members. No person who is elected to serve on the Committee of the Club shall serve on the Disciplinary Sub Committee.
  - 8.7.2. The Sub Committee shall investigate the conduct of any member should it have any reason to believe that such member has been involved in misconduct, misdemeanour, dishonesty, lack of ethics, defamation of another member, introducing undesirable persons on to the Club premises, failing to report to the Club any misconduct as set out herein or breaches of the Club's Constitution, rules or bye laws.
  - 8.7.3. Written notice of the investigation and the date, time and place of any hearing shall be given to the defendant, complainant and witnesses if any. No party is entitled to legal representation but a junior member may be represented by a parent or legal guardian provided this person is a member of the Club.
  - 8.7.4. At the investigation and hearing, the defendant shall be asked to plead guilty or not guilty to the complaint. If the member pleads guilty no further evidence will be required but the defendant may make a statement in mitigation and the Sub Committee shall impose its penalty.
  - 8.7.5. If the defendant pleads not guilty, the complainant may present his/her evidence including witnesses and the defendant will present his/her evidence thereafter. All evidence shall be examined by the Sub Committee.
  - 8.7.6. At the conclusion of evidence, the complainant then the defendant may address argument to the Sub Committee, which shall thereafter give its findings. Should the defendant be found guilty he/she may address the Sub Committee in mitigation. The Sub Committee shall then impose its penalty.
  - 8.7.7. The findings and penalty of the Sub Committee shall be subject to approval of the Committee of the Club. The Committee may not overturn a decision of the Sub

Committee unless it can find fault with the reasoning of the Sub Committees decision making process, or that he Committee believed the Sub Committee was unduly influenced or biased in its decision making process or in the event of new evidence coming to light. The Committee's decision shall be final and binding.

- 8.7.8. The defendant may object to any member of the Sub Committee hearing the complaint on grounds to be stated in writing and the Sub Committee shall make a decision thereon which shall be final and binding.
  - 8.7.9. The Sub Committee shall have the power to co-opt any other member of the Committee of the Club to ensure that a quorum is available.
  - 8.7.10. The Sub Committee shall have the right to determine such penalty or penalties as may in its sole and entire discretion deem fit and reasonable, whether by way of written apology, specific performance, return of property, suspension of membership or a recommendation to the Committee of the Club for expulsion from the Club.
- 8.8. Any defendant failing to fulfil the requirements of any penalty laid down by the Sub Committee shall be recommended to the Committee for expulsion.

## **9. DUTIES OF OFFICE BEARERS**

The officer Bearers of the club shall function in an honorary capacity as follows;

### 9.1. Commodore

- 9.1.1. The Commodore shall preside at all meetings at which he is present, enforce due observation of the Constitution of the Club and the Rules of procedure, sign minutes of meetings after confirmation, sign such documents as are detailed in the Constitution of the Club and perform such duties as by usage, custom, and necessity pertain to the office of Commodore.

### 9.2. Vice Commodore

- 9.2.1. The Vice Commodore shall exercise the powers and perform the duties of Commodore in the absence of the later and shall also assist the Commodore in the exercise of his general duties.

### 9.3. Secretary

- 9.3.1. The Secretary shall attend to all correspondence, record all proceedings of the Committee and General Meetings, deal directly with all applications for membership and attend to any other duties required of him/her by the Committee.

### 9.4. Sailing Secretary

- 9.4.1. The Sailing Secretary shall be responsible for all matters relating to the organisation of the Club' sailing activities as stated in section 13.6 of this Constitution.

### 9.5. Boson

- 9.5.1. The Boson shall be responsible for the maintenance, development and proper running of the Club' premises and fixed property. This shall include boat parking and mooring, windmill pumps, generators, trailer parking, caravan

parking and shall attend to any other duties required of him by the Committee.

9.6. Treasurer

- 9.6.1. The Treasurer shall control all monies of the Club for the benefit of the Club.
- 9.6.2. The Treasurer shall record all financial transactions.
- 9.6.3. Be responsible for the issue of membership cards.
- 9.6.4. Maintain a register of members.
- 9.6.5. Ensure SAS fees are paid from Club Funds.
- 9.6.6. Providing monthly income and expenditure reports for approval by the Committee.
- 9.6.7. For the duties set out in Clause 16 herein.

**10. GENERAL MEETINGS**

- 10.1. An Annual General meeting of members shall be held once a year on a date to be fixed by the Committee but no later than the 30<sup>th</sup> day of June.
- 10.2. The business to be conducted at an Annual General Meeting shall be;
  - 10.2.1. To approve Minutes of the last Annual General Meeting and any subsequent General or Special Meetings;
  - 10.2.2. To receive and consider the Commodores report
  - 10.2.3. To consider and approve the balance sheets, income and expenditure statement and the Treasurers report;
  - 10.2.4. To elect the Office Bearers and Committee Members.
  - 10.2.5. To consider and confirm election of Honorary Life Members;
  - 10.2.6. To consider and pass with or without amendment, or reject any proposed alterations to the Constitution;
  - 10.2.7. To consider any other business which may be necessarily and properly considered at a General Meeting of members, provided that the Secretary of the Club receives a notification signed by at least four (4) members clearly stating the business to be discussed at least thirty (30) days before the Annual General Meeting is to take place
- 10.3. The Committee of the Club may at any time call a Special General Meeting of the Club on giving at least fourteen (14) days notice, specifying the object for which the meeting is called.
  - 10.3.1. The Committee shall call a Special General Meeting on receipt of a request signed by no fewer than ten (10) per cent of members eligible to vote specifying the object for which such a meeting is to be called.
  - 10.3.2. No business other than that tabled for discussion at a Special General Meeting shall be transacted or discussed.
- 10.4. The Committee may, at any General Meeting of members bring forward any business, which it considers urgently requires decision or action.
- 10.5. Notice of any General Meeting shall be given in such form as prescribed by the Committee and shall be dispatched to members not less than fourteen (14) days before the date of the meeting. Shorter notice may be authorised by the Commodore where circumstances are urgent or extraordinary.

- 10.6. All notices of motion to be submitted to any General Meeting shall be in writing. These notices shall be read out at the meeting and must thereafter be proposed and seconded. No member shall be allowed to speak for longer than five (5) minutes on any matter unless a majority of those present agree to an extension of time. The Commodore presiding at any meeting shall follow and observe the accepted rules of procedure where such rules have not been laid down in the Constitution. The Commodore may, at his/her discretion, put the matter of procedure to the Meeting for decision by a majority vote.
- 10.7. All matters to be determined at any General Meeting shall be decided by a majority vote of those members present in good standing. Decisions shall be taken by a show of hands, each member and the accepted spouse or partner having one (1) vote. No suspended member or any member in arrears with any subscription fees due to the Club shall be entitled to vote, nor any member as set out in clause 6.1.7 who is still on probation. No Vote by proxy will be accepted.
- 10.8. The quorum for any meeting convened shall be twenty five percent (25%) of voting members in good standing. Should no quorum be present within thirty (30) minutes of the time fixed for the meeting, the meeting shall be adjourned to a convenient day and hour in the following week. At such an adjourned meeting the members then present shall be deemed to be a quorum for the transaction of all the business of the meeting.
- 10.9. At all General Meetings the minutes of the preceding General Meeting shall be read by the secretary and submitted by the Commodore for confirmation and adoption. Thereafter these minutes shall be signed by the presiding Commodore.
- 10.10. The taking place of any General Meeting or of a vote by a show of hands or ballot of members, or any other constitutional proceedings at that meeting shall not be invalidated by the accidental omission of the despatch or non- receipt by a member of the notice of that meeting or any other document of any kind whatsoever relating to such a meeting.

## **11. UTILISATION OF CLUB FUNDS AND PREPARATION OF ANNUAL BALANCE SHEET**

- 11.1. The funds of the Club shall be strictly applied to the stated purposes of the Club and any other such purposes of the Club as may be decided upon by a General meeting. True accounts shall be kept of the sums of money received and expended by the Club.
- 11.2. The Treasurer shall prepare an Annual Balance Sheet and Statement Of Income and Expenditure, which are to be audited by the Clubs, auditors. Certified copies of this Balance Sheet and Statement of Income and Expenditure, together with a certified copy of the Auditors report endorsed thereon shall be available at the club house at least twenty four (24) hours prior to the Annual General Meeting, for inspection by members, who may make extracts therefrom. Upon termination of membership for whatever cause, the member concerned shall have no right of access to the balance sheet and statement of income and expenditure.
- 11.3. No profit from the sale of liquor by the Club shall accrue to any individual/ person.
- 11.4. No profit from the sale of any item belonging to the Club, or in which the Club has interest, shall accrue, whether directly or indirectly, to any member without the prior approval of the Committee.

## **12. CLUB NOTICES**

- 12.1. General Club notices to members shall be posted on the Notice Board provided for that purpose in the Club premises and notice so given shall be due notice to each member. Each member shall provide the Secretary with an address to which notices (other than general club notices) intended for him/her are to be sent. The Secretary should be notified by each member of any change of address.

## **13. GUESTS**

- 13.1. Members may introduce guests in their company to the Club premises subject to the following;
- 13.1.1. No person shall be introduced who has been expelled or who has been called upon by the Committee to resign or whose application for membership has been rejected;
  - 13.1.2. Members must ensure that their guests sign the visitors book provided for that purpose and sign his/her own name opposite that of the guest or guests;
  - 13.1.3. No visitor may be introduced more than once (1) in any month, or four (4) times a year, but the Committee may invite non-members as often as it deems fit;
  - 13.1.4. Such guests shall be subject to such bye laws, regulations or directives as may from time to time be passed or given as the case may be by the Committee which shall be entitled to pass such regulations or give such particular directives;
  - 13.1.5. No guest shall be permitted to pay for accommodation; liquor on account or refreshments supplied, but shall be the liability of the member.
- 13.2. The Committee may at its discretion declare any event or function an open event. This shall allow any person to attend the Club without the restrictions placed upon guests save that they remain subject to the byelaws, regulations and directives that are in force at such time.

## **14. MEMBERS LIABILITY FOR DAMAGE CAUSED**

- 14.1. Members shall pay for the replacement or repair (as the Committee may determine) of any article belonging to the Club, which has been broken, damaged or lost by them, their family or their guests.

## **15. COMPLAINTS AGAINST SERVANTS AND OFFICIALS**

- 15.1. Any member laying a complaint against a servant or official of the Club shall make such complaint in writing to the Secretary, who shall notify the Committee of such complaint. The Committee shall within thirty (30) days make recommendations for action, if any to be taken.

## **16. OBLIGATIONS UPON MEMBERS TO OBEY BYE LAWS AND RESOLUTIONS**

- 16.1. Any resolution passed by the members of any General Meeting of the Club, as well as all bye laws for the time being in force, whether affecting these rules or the membership of the Club, shall be binding on every member from the time a copy thereof is affixed to the Club Notice Board. Every such notice shall remain on the Club Notice Board for a period of not less than one (1) month.

**17. ALTERATIONS TO THE CONSTITUTION**

- 17.1. No alterations to this Constitution shall be made except by a resolution of members duly proposed and duly passed as at General Meeting. A copy of the proposed alterations shall be posted for a period of not less than thirty (30) days prior to the date of the meeting on the Club Notice Board and dispatched not later than fourteen (14) days prior to the date of such meeting to each member.

**18. INDEMNITY OF COMMITTEE AND OFFICERS**

- 18.1. The members of the Committee of the Club, its sub committees, Secretary and other officers and office bearers for the time being of the Club shall be indemnified and secured harmless (as they hereby are) out of the assets of the Club from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by reason of any act done, concurred in or omitted, in or about the execution of their respective duty or supposed duty in their respective offices of trust, except such, if any, as they shall incur or sustain by or through their own wilful neglect or default respectively; and none of them shall be answerable for the acts, receipts, neglects or default of the other or others of them or for joining in any acts for the sake of conformity, or those of any Treasurers, Bankers or other persons with whom money or effects belonging to the Club shall or may be lodged, or for the insufficiency or deficiency of any securities upon which any monies of the Club may have been deposited or lent or for any loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relating thereto, unless the same shall happen by or through their own wilful neglect, default or dishonesty or mala- fides respectively.

**19. DISSOLUTION OF THE CLUB**

- 19.1. The Club shall be voluntarily wound up if at a vote of not less than sixty six per cent (66) of the total voting members of the Club vote in favour of a Resolution that the Club be wound up; or if; for any reason the Club is unable to continue to function.
- 19.2. In the event or for any reason the Witbank Yacht and Aquatic Club ceases to exist then the "Property" will be transferred to the Bankenveld Home Owners Association and the Club will through its Management Committee sign all necessary documents to regulate this transfer. For the purposes of interpretation the "Property" refers to the property as described in paragraph 2.1 of the Agreement of Purchase and Sale of immovable Property dated the 26<sup>th</sup> day of February 2001 between Doornview South Properties (Proprietary) Limited and Witbank Yacht Club.

**20. INTERPRETATION OF THE CONSTITUTION**

- 20.1. In case of doubt as to the meaning or interpretation of these rules, the Committee shall be the final arbitrator and its decision shall be binding upon the members and should any question arise which is not provided for by these rules the Committee shall have the power to determine the same. For the purposes of such interpretation, it will be prerequisite that at least six (6) members of the Committee be present at the meeting convened for this purpose.

- 21.** This Constitution replaces and repeals the constitution of Witbank Yacht Club dated the 24<sup>th</sup> day of June 2001.

DATED THIS *20th* DAY OF *June* 2004.

The Commodore

Witbank Yacht and Aquatic Club.