

HILLCREST SPORTS CLUB

CONSTITUTION

**As adopted at the Annual General Meeting of the Hillcrest Sports Club held on the
25th August 2012**

**Amended by the new Clause No 30 requested by SARS letter dated 14th February
2012.**

**CONSTITUTION
OF THE HILLCREST SPORTS CLUB
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CONSTITUTION

CLAUSE 1: NAME

The name of the Club is the 'HILLCREST SPORTS CLUB'

CLAUSE 2: PREMISES

The main premises of the Club shall be situated at Lot 70, Hospital Road, Hillcrest, Province of Kwa Zulu Natal, Republic of South Africa.

CLAUSE 3: ADDRESS

William Gillitt Sports Ground.

CLAUSE 4: OBJECTS

The main object of the Club shall be to instruct in all matters appertaining to and incidental to sport, to provide premises from which the afore-mentioned activities shall be conducted; and to further provide social amenities and facilities for use and enjoyment of members and their families.

Subsidiary and allied objects shall be the following:

- a) In compliance with the requirements of the Deed of Trust of the William Gillitt Sports Ground to promote goodwill and co-operation generally among all persons interested, whether actively or otherwise, in sport in the Hillcrest area.
- b) To acquire, or acquire the use of, moveable and immovable property, to turn the same to account in such manner as may be thought fit, and to utilise or dispose of the same.
- c) Subject to the prior written approval of the William Gillitt Sports Ground Management Committee to construct, maintain, demolish or alter buildings as may be thought desirable for the use of the Club or as may be thought proper in order to turn to account any moveable property of the Club.
- d) To sell, manage, lease, dispose of or otherwise deal with all or part of the moveable property of the Club.
- e) To borrow and raise money in such a manner as the Club may think fit.

- f) To invest the monies of the Club not immediately required in such investments as may from time to time be determined.
- g) To do any and all things incidental to, or calculated, in the opinion of the Executive Committee to assist in the attainment of the above objects, or any of them.
- h) Subject to the consent of the William Gillitt Sports Ground Management Committee to let or hire any buildings erected on the immovable property.

CLAUSE 5: CONSTITUTION

- a) The Club shall be non-proprietary and shall consist of not less than twenty five (25) Senior Members.
- b) The income and assets of the Club shall be applied solely towards the objects of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of profit to the Members of the Club; provided that nothing herein contained shall prevent the payment in good faith of any remuneration to any officer or servant of the Club or to any member in return for any service rendered to the Club.
- c) All members and classes of members shall be bound by this Constitution and the by-laws framed in accordance therewith.
- d) No Member of the Committee of the Club shall be appointed to any salaried office in the Club or any office paid by fees, and no remuneration shall be paid to any Member of the Committee. It shall be competent to pay an individual interest on money lent, or reimburse him/her for actual out-of-pocket expenses incurred in and about the business of the Club.

Notwithstanding the above, the Committee may, in special and unavoidable circumstances, appoint a Member of the Committee to a salaried or fee paying office.

Any such appointment must be ratified by the members of the Club at the next Special or Annual General Meeting of the Club.

CLAUSE 6: LIMITATION OF LIABILITY

The liability of individual Members for the debts and engagements of the Club shall be limited to the amount (if any) owing by the Member concerned in respect of subscriptions due to the Club, and such other monies as a Member may be owing to the Club, in respect of house accounts.

CLAUSE 7: CLASSIFICATION AND QUALIFICATION OF MEMBERS

i) a) SENIOR MEMBERS

Persons who have attained the age of eighteen (18) years, who reside within Hillcrest, or such surrounding area as may from time to time be determined by the Committee of Management of the William Gillitt Sports Ground, shall be eligible for membership of the Club.

b) RECIPROCAL MEMBERS

Being persons residing more than 30 kilometres from the Hillcrest Sports Club, and belonging to any other Club affiliated to a registered or recognised sporting body of South Africa, which has concluded reciprocal arrangements with the Hillcrest Sports Club, in addition to the production of a Membership Card or letter from the Secretary of their present Club, or upon being vouched for by a Member, may use the facilities of the Club continuously for a period not exceeding one (1) calendar month and thereafter for periods at the discretion of the Executive Committee.

c) COUNTRY MEMBERS

Being those who were Senior members or Social Members, but who no longer ordinarily reside, nor carry on business, nor are ordinarily employed within a radius of 50 kilometres of the Hillcrest Sports Club.

d) SOCIAL MEMBERS

All members who are not members of the Sub-Clubs shall be classified and accepted as Social Members and have all the privileges of the Sub-Club Members.

e) PROSPECTIVE MEMBERS

Being persons unknown to the Club Members but wishing to join the Club.

The Executive Committee, may in its sole discretion, and upon payment of a fee permit such a person to become Prospective members of the Club for forty-five (45) days only, during which period such Members shall make formal application for Membership of the Club, duly proposed and seconded in terms of the Constitution.

A prospective Member may use the facilities of the Club, but has no right to either propose or second a candidate for Membership, attend any meetings of the Club or have any voice in the affairs of the Club, nor incur any liabilities to the Club, whatsoever.

ii) JUNIOR MEMBERS

Being persons up to the age of eighteen (18) years. Such Junior Members shall be permitted the use of the Club facilities with the exception of the bar, and may receive instruction in the Club at the prescribed rates, provided that at all times they comply with the regulations.

- a) Junior Members shall not have the right to propose or second a candidate for election to take part in a ballot, speak or vote at any meetings of the Club, or have any votes in the affairs of the Club whatsoever. On attaining the age of eighteen (18) years, Junior Members wishing to retain Membership of the Club shall make application for Senior Membership in terms of the Regulations.

Entrance fees may be waived at the discretion of the Executive Committee.

iii) LIFE VICE-PRESIDENTS

- a) Being members of the Club who shall be proposed by the Executive Committee and ratified by Members at the first Annual General Meeting thereafter for election to Life Vice-President in recognition of meritorious service rendered to the Club or sport in general.

Life Vice-Presidents shall be exempt from paying all subscriptions.

Life Vice-Presidents shall be eligible for election to any office within the Club.

iv) HONORARY LIFE MEMBERS

Being persons, other than Club Members, awarded Honorary Life Membership by the Executive Committee, by reason of such persons holding some public office, or having conferred some special benefit upon the Club.

CLAUSE 8: PRIVILEGES OF MEMERSHIP

- a) Life Vice-Presidents and Senior Members shall enjoy full privileges of the Club.
- b) Reciprocal and Prospective Members shall enjoy the privileges of the Club save and except they shall not have the right to vote or speak at meetings or to become officers of the Club. Reciprocal and Prospective Members shall not be entitled to wear the Club Insignia.

- c) No Member who is a full-time employee of the Club shall have a vote in the affairs of the Club.
- d) No one shall pay for refreshments serviced in the Club premises except a Member as defined in Clause 7 hereof.

CLAUSE 9: ELECTION OF MEMBERS

- a) An application for Senior Junior Membership shall be proposed by a Member and seconded by a Member of good standing.

A proposer and seconder of a candidate shall in every instance have been a Member in good standing of the Club for a period of not less than one (1) year save and except when a proposer or seconder shall propose or second an application in respect of his or her spouse, or of his or her own child for junior Membership of the Club.

The applicant shall be introduced by his sponsors to at least one (1) Member of the Executive Committee of the Club. His/her application shall be on the prescribed form and shall be submitted to the next Meeting of the Executive Committee and if approved in principle by a two-thirds majority the applicant's name shall be posted on the Club Notice Board for a period of not less than fifteen (15) days. During such period, any member of the Club shall be entitled to convey to the Secretary or any Executive Committee Member an objection to the candidate. At the conclusion of the said period of fifteen (15) days, the application shall be further considered by the Executive Committee and if the candidate is approved by a two-thirds majority, he/she shall be duly elected to Membership.

- b) An applicant whose application shall have been accepted in terms of Clause 8(a) hereof shall immediately become liable to pay entrance fees.
- c) During the period of temporary Membership, the Member's proposer and seconder shall introduce the candidate to as many Members of the Executive Committee as possible and shall, during the aforesaid probationary period, act as his mentors to ensure that he complies with the rules and regulations applicable to Members and the candidate shall enjoy all the privileges of the Club, but shall not have the right to propose or second a candidate for election, to take part in a ballot, to attend, speak or vote at General Meetings to have any voice in the affairs of the Club, or to incur liabilities to the Club.
- d) In the event of the application for Membership being approved of as is provided in Clause 8(a), then the Secretary of the Club shall forthwith inform the candidate of such acceptance and shall, on request, make available to the candidate a copy of the Club's Constitution, and further

arrange for the candidate's name to be posted on the Club Notice Board with the advice that the candidate has been elected to full Club Membership.

- e) In the event of an applicant not being approved of by the Executive Committee, then the Secretary shall forthwith notify the temporary Member of his/her rejection and not give a reason therefore. Any such rejected candidate shall not be eligible for proposal as a Club Member, for a period of six (6) months from the date upon which written notification of such rejection shall have been given by the Secretary to the Sports Club. Any candidate rejected twice shall be permanently ineligible for Membership of the Club and to wear the Club Insignia.

CLAUSE 10: ENTRANCE FEES

Entrance fees shall be payable by all members over the age of eighteen (18) years.

CLAUSE 11: SUBSCRIPTIONS

- a) The fees payable shall be determined, from time to time, by the Executive Committee. However, should it be necessary to increase the annual subscription by a figure in excess of twenty (20) per cent per annum for any of the categories of Membership, the Executive Committee will be required to submit a Notice of Motion to a General Meeting for approval.
- b) Members joining after the first quarter of the Club Year shall pay subscriptions at the rate of one quarter for each unexpired quarter of the year in question.
- c) All subscriptions provided for in terms of this Constitution shall be payable in advance, and no Member who has not paid his/her subscription within two (2) months after it has become due, shall be allowed to continue as a Member while his/her subscription is unpaid.

CLAUSE 12: UNPAID DUES

Any money due by a Member to the Club, whether for entrance fee, subscriptions, services rendered or otherwise, shall be paid promptly when due. One (1) month after notification shall have been given that such money has fallen due and remains unpaid, a member shall be posted on the Club Notice Board as a defaulter. Should he/she remain a

defaulter after having been posted on the Club Notice Board for forty-five (45) days he/she may be dealt with by the Executive Committee as provided for in Clause 15.

CLAUSE 13: FINANCIAL YEAR

The financial year of the Club shall terminate on the 30th day of June of each year and Annual Subscriptions for the succeeding year shall fall due for payment on the 1st day of July.

CLAUSE 14: RESIGNATION AND RETIREMENT OF MEMBERS

Any Member wishing to resign his or her Membership of the Club shall give notice in writing of his or her intentions to do so. Such written resignation shall be addressed to the Secretary of the Club and shall be posted or delivered so as to reach the Secretary prior to the last day of the Club's financial year. Failing which such a Member shall be liable to pay the subscriptions for the ensuing year, provided always that the Executive Committee, in its sole discretion, may release any Member from such obligation.

CLAUSE 15: DISCIPLINARY ACTION AND SUSPENSION AND/OR EXPULSION OF MEMBERS

- a) It shall be brought to the Executive Committee that the conduct of any Member of the Club is such as to warrant investigation, the Executive Committee shall cause written complaint to be lodged with the Sub-Committee, who shall, on receipt of such complaint, deliberate thereon, call for such evidence as the Executive Committee may deem necessary, adjudicate upon such complaint and on conclusion thereon, recommend to the Executive Committee the appropriate punishment which should be meted out to such offender.
- b) A Member who has been expelled shall not, without the express permission of the Executive Committee, thereafter enter the Club premises and no Member may introduce such a person as a guest to the Club.
- c) A Member who has been suspended shall not, during such terms of suspension, without the express permission of the Executive Committee enter the Club premises during such period of suspension and shall only be re-instated to full Membership after he/she shall have served his/her full period of suspension.

d) RIGHT TO APPEAL

Any Member, who may have been dealt with under Clause 15, shall have the right to appeal to a special Committee consisting of six (6) Members. This Committee shall be selected as follows:

One Member of each Sub-Club to be elected by the Executive Committee.

A Member, other than himself, to be elected by the appellant

The President of the Club.

- e) The President shall determine the procedure to be followed and the scope of the hearing and give authority to the final verdict.

CLAUSE 16: RECIPROCITY

The Executive Committee may establish reciprocity between this Club and such other Clubs as may be deemed suitable and desirable and after such reciprocity shall have been established by the exchange of letters between the respective Club Secretaries, the Members of such Clubs shall be entitled to the privileges of this Club, save and except the right to hold any office in the Club, or receive notice of and vote at meetings of the Club.

CLAUSE 17: GENERAL MEETINGS

- a) Annual General Meetings shall be at least once in every calendar year at such time, not being more than fifteen (15) calendar months after the holding of the last Annual General meeting, and at such place as may be deemed suitable by the Executive Committee.

All other meetings of the Club shall be called General meetings.

- b) The Executive Committee may, whenever it thinks fit and shall on requisition made in writing by any twenty-five (25) or more members in good standing convene an Extraordinary General Meeting. Notice shall be given for all General Meetings and the general nature of the business to be transacted thereat shall be embodied in such notice.
- c) Any requisitions made by Members must state the objects of the proposed meeting, and must be signed and deposited at the office of the Club. The notice calling the Extraordinary General Meeting shall be

issued by the Secretary within twenty-one (21) days of the receipt of the requisition.

- d) Fourteen (14) days notice shall be given to Members of the Club and the Secretary of the William Gillitt Sports Ground Management Committee specifying the day, hour and place of General Meetings, and in the case of special business, the general nature of such business.
- e) Not less than fourteen (14) days prior to the calling of the Annual General Meeting, the Secretary of the Club shall forward to the Sub-Section Secretaries copies of the notice convening the meeting together with the Agenda, setting out the business to be transacted. The Sub-Section Secretaries are to be given sufficient copies for all members of their Sub-Sections.

In addition thereto, the Secretary shall, at the same time, cause to be posted on the Club Notice Board, a copy of the notice convening such a Meeting and a copy of the Agenda for such meeting.

Copies of the Balance sheet and Accounts for the preceding year shall be available at the club Secretary's office for perusal by Members on production of a current Membership Card.

CLAUSE 18: THE PROCEEDINGS AT GENERAL MEETINGS

- a) The business of a General Meeting shall be to receive and consider the Income and Expenditure Account and Balance Sheet, the report of the Executive Committee and of the Auditors, to elect an Executive Committee as is herein provided and to transact any other business which ought to be transacted at General Meetings.
- b) At all Meetings the majority vote of the members personally present shall be binding upon all members of the Club.
- c)
 - i) The Chairman, and if he is absent, the Vice-Chairman, shall preside at all General Meetings.
 - ii) If there is no Chairman or Vice-Chairman present within fifteen (15) minutes after the time appointed for holding a General Meeting the Executive Committee Members present shall choose one (1) of their Members to be Chairman.
- d)
 - l) Thirty of the registered Members present shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the meeting.

- ii) If within half an hour from the time appointed for a General Meeting, the requisite quorum is not present, the meeting if convened upon such requisition as aforesaid shall be dissolved. But in any other case, it shall stand adjourned to the same time and place or to such other date, time and place as the Executive Committee may by notice to the Members appoint. If at such adjourned meeting a quorum is not present the members personally present shall be a quorum and may transact the business for which the meeting was called.
- e) Every question submitted to a General Meeting shall be decided by a show of hands, unless a poll is demanded. In the case of an equality of votes, the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote he/she may be entitled to as a Member.
- f) At every General Meeting each Member in good standing shall be entitled to one (1) vote unless otherwise provided for in the Constitution.
- g) The Chairman of a General Meeting may, with the consent of the Meeting, adjourn the same from time to time and from place to place, but no business shall be transacted other than the business left unfinished at the meeting from which the adjournment took place.
- h) The Chairman shall determine the method and conditions of the poll.
- i) At any General meeting a declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost, or not carried by a particular majority, shall be recorded and an entry to the effect in the record of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or portion of the votes recorded in favour or against such resolution.
- j) The Chairman, or if he is not present, the Vice-Chairman, shall preside at all Executive Committee Meetings and if both the Chairman and the Vice-Chairman are absent, then the Executive Committee present shall elect one (1) of their number to preside as Chairman of the particular meeting. Any temporary vacancy in the office of Chairman or Vice-Chairman may be filled by the Executive Committee, who may elect from their number an Acting Chairman or Acting Vice-Chairman, as the case may be. If, however, any permanent vacancy arises in either such offices, the Executive Committee shall then elect from the Executive Committee another Chairman or Vice-Chairman, as the case may be, and he/she shall hold such office until the next Annual General Meeting.
- k) The Secretary of the Executive Committee shall convene the first Meeting of the incoming Executive Committee, which shall take place within fourteen (14) days of the Annual General Meeting.

CLAUSE 19: OFFICE BEARERS OF THE CLUB

The office bearers of the Club shall consist of and will be:

- a) A President, Chairman, Vice-Chairman, Secretary and a Treasurer nominated from Members of the Club who are in good standing. Nominations shall be made on a prescribed form which shall be posted on the Club's Notice Board twenty-one (21) days prior to the date of the Annual General Meeting.

The persons nominated must be proposed and seconded by members of the Club who are in good standing and the nominees must signify their acceptance.

In the event of there being no nomination for a vacancy, the Executive Committee shall have the power to co opt a suitable person from among the Members of the Club.

The list shall be closed seven (7) days prior to the date set for the Annual General Meeting. Should there be more than one (1) nominee for any of these positions the Members present at the Annual General Meeting shall vote by means of a ballot.

The President shall be entitled to attend Committee Meetings and speak and vote thereat. The President shall hold office for a period two (2) years from the date of his election.

The Chairman will be an ex-officio Member of all Sub-Committees. The retiring Chairman of the Sports Club Committee will be an ex-officio Member of the Sports Club Committee for the following year and may attend all Committee Meetings.

- b) Representatives from each Sub-Club who will be appointed by the Sub-Clubs and may be replaced at any time by the Sub-Clubs.
- c) Members who do not belong to one (1) of the Sub-Clubs as defined in the William Gillitt Deed of Trust shall be known as Social Members who shall be entitled to have a representative on the Sports Club Committee, with voting rights, elected by members at any General Meeting.

CLAUSE 20: COMMITTEES

- a) All Committee shall meet at least once every calendar month and minutes of all meetings shall be kept. At least seven (7) days notice of any Committee Meeting shall be given to Committee Members. The Secretary may convene a meeting at any time, provided that at least seven (7) days notice is given, and shall do so on receipt of a requisition signed by two (2) Committee Members. The Chairman of the Meeting

shall have a deliberative as well as a casting vote at any Committee meeting.

- b) The Chairman, Vice-Chairman or a Committee member may be granted leave of absence in the discretion of the Committee. Any Committee Member absenting himself without leave for more than three (3) consecutive Meetings of the Committee shall, in the discretion of the Committee forfeit his office as a Committee Member.

CLAUSE 21: PROCEEDINGS AT A COMMITTEE MEETING

- a) The Chairman, or if he be absent, the Vice-Chairman shall preside at Executive Committee Meetings. If both the Chairman and Vice-Chairman are absent from any particular Executive Committee Meeting, the Committee Members present, provided there is a quorum, shall elect one (1) of their number to preside as Chairman at the meeting.
- b) The Executive Committee shall also meet whenever summoned by the Chairman who may convene a meeting at any time and who shall be compelled to do so on a requisition signed by no few than one-third of Members of the Executive Committee, in which case such meeting shall be called within fourteen (14) days from the date of such requisition. Five (5) Executive Committee Members personally present shall constitute a quorum. Proper minutes of the proceedings of the Executive Committee shall be kept.
- c) Each Executive Committee Member shall have one (1) vote.
- d) In the case of an equality of votes the Chairman shall have a casting vote in addition to his deliberative vote.

CLAUSE 22: POWERS OF EXECUTIVE COMMITTEE

The entire management of the Club shall be vested on the Executive Committee and the Executive Committee may exercise all such powers and do all such acts and things as the Club is authorised to exercise and do without prejudice to the generality of the foregoing powers. The Executive Committee is expressly authorised as follows:

- a) To make, amend, alter and repeal by-laws not in conflict with this Constitution necessary or expedient or convenient for the proper conduct and management of the Club.
- b) To take such steps as it thinks fit to carry into effect all agreement entered into by the club.

- c) To purchase or otherwise acquire for the Club any property, rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it may seem fit.
- d) To enter into such negotiations and contracts and to rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Club as they may consider expedient for in relation to any of the matters aforesaid, or otherwise for the purpose of the Club.
- e) To secure the fulfilment of any contracts or agreements entered into by the Club by mortgage or charge of all or any of the moveable property of the Club for the time being, or in such other manner as it may think fit.
- f) To appoint, at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services, as they may from time to time think fit, and to determine their powers and duties and fix and alter their salaries or emoluments and duties.
- g) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club, or its officers, otherwise concerning the affairs of the Club and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Club.
- h) To refer any claims or demands by or against the Club to arbitration and observe and perform the awards.
- i) To make and give receipts, releases and other discharges for money payable to the Club and for claims and demands of the Club.
- j) To open and operate banking and building society accounts on behalf of the Club and to determine who shall be entitled to sign on the Club's endorsements, cheques, releases contracts and documents.
- k) To invest and deal with any monies of the Club not immediately required for the purpose thereof, upon such securities and in such manner as it may think fit from time to time vary, or realise such investments.
- l) From time to time at its discretion raise or borrow or secure payment of any sum of money for the purpose of the Club, upon such terms and conditions as it may think fit.
- m) To remove any Member from the Executive Committee for any cause, provided that two-thirds of the Executive Committee present shall vote for such removal and shall not be compelled to assign their reasons therefore. Such Member shall be notified prior to any deliberation and shall be afforded an opportunity of being heard.

CLAUSE 23: SUB-COMMITTEES

- a) The Executive Committee shall appoint and define the terms of reference of the following Sub-Committees :
 - i) The Entertainment Committee, the duties of which shall include the organisation of Club entertainments.
 - ii) The House and Management Committee
 - iii) The Finance Committee.
 - vi) Such additional Committees as may be deemed necessary.
- b) The Chairman and Secretary of the Club shall be ex-officio Members of each Committee and shall be entitled at their discretion, to attend and speak thereat, but shall have no vote at such Committee Meetings.
- c) Proper Minutes shall be kept of proceedings of all Sub-Committees.
- d) All Sub-Committees shall function within the ambit of the by-laws promulgated in terms of the Constitution and applicable to such Sub-Committees.
- e) Each Committee shall appoint its own Chairman from amongst its Members and such Chairman shall be a Member of the Executive Committee and shall have a casting vote as well as a deliberative vote at all proceedings of such Committee.

CLAUSE 24: REGISTER OF MEMBERS

The Executive Committee shall have cause to keep a proper Register of members containing all relevant details relating to individual Members.

CLAUSE 25: LEGAL

- a) The immovable property of the Club shall be registered in the name of the Trustees of the William Gillitt Sports Ground and the land shall also vest in these Trustees.
- b) The Club shall sue and sued in the name of HILLCREST SPORTS CLUB.

CLAUSE 26: FINANCIAL

- a) The Executive Committee shall cause true and proper books of account to be kept, and shall produce at each Annual General Meeting of the Club, an Income and Expenditure Account and Balance Sheet duly audited and containing sufficient detail to appraise Members fully of the financial position of the Club. Such accounts and balance sheet shall be made up as at a date not more than four (4) months earlier than the date of the Annual General Meeting at which they are to be considered.
- b) The Executive Committee of the Club shall be vested with full powers to nominate signing Officers for Bank purposes and to issue such other instructions and make such other regulations as may be necessary to control and govern the financial affairs of the Club.
- c) The Auditors of the Club having been appointed by the Executive Committee, shall not be removed from office save with the sanction of a General Meeting, nor shall their remuneration (having been fixed by the Executive Committee) be reduced without such sanction, unless they shall consent to such reduction.
- d) The Auditors may, if they consider it necessary, demand that an Extraordinary Meeting of the Club be convened. Upon the written demand of the Auditors, the Chairman shall convene such General Meeting to be held within one (1) month of receipt of the Auditor's demand by the chairman and upon failure of the Chairman to do so; the Auditors may themselves convene such General Meeting.

CLAUSE 27:NOTICES

- a) A notice may be served by the Club upon any Member either personally or by sending it through the post in a pre-paid letter addressed to such Member at his/her registered address.
- b) Any notice, if served by post, shall be deemed to have been served at the time the letter containing the same would be delivered in the ordinary course of post, and in proving such service it should be sufficient to prove that the letter containing the notice was properly addressed, posted and postage pre-paid.
- c) In any case in which in the opinion of the Chairman of the Executive Committee it is impractical to give notice to each Member individually, it shall be sufficient if a notice in general terms is posted on the Club Notice

board, and in the posting of such notice on the Notice Board shall be deemed to be due notice to all Members.

CLAUSE 28: INDEMNITY

The Members, Committee Members and all other Honorary Officers for the time being of the Club shall be indemnified and secured harmless out of the assets and profits 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 or trusts, 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 defaults of the other or the other of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Club shall or may be lodged or deposited for safe custody or for insufficiency or deficiency of any security upon which monies of or belonging to the Club shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto unless the same shall happen by or through their own wilful neglect or default respectively.

CLAUSE 29: INTERPRETATION OF THE CONSTITUTION

- a) The Executive Committee of the Club is the sole authority for the interpretation of this Constitution and of the by-laws and regulations made herein, and the decision of the Executive Committee upon any question of interpretation of the Constitution and of the by-laws and regulations made herein, shall be final and binding on the Members provided that any Member that feels aggrieved at the decision of the Executive Committee shall have the right to appear before the Executive Committee and state his/her case.
- b) Should any question arise which is not provided for by this Constitution, the Executive Committee shall have power to determine the same.

CLAUSE 30:

At the request of SARS and subject to the following additions to the Constitution, **exemption** from taxation in terms of the Income Act Section

10(1)(cO) has been granted. The amendments to the Constitution are as follows:

- a) The sole principal objective is to promote social and recreational amenities of facilities for members in a non-profit manner.
- b) At least three persons, who accept fiduciary responsibility for the Club, will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation.
- c) No surplus funds will be directly or indirectly distributed to any person.
- d) On dissolution of the recreational club the remaining assets must be transferred to :
 - i) Any other recreational club which has been approved by the Commissioner in terms of section 30A of the Act.
 - ii) Any public benefit organisation, contemplated in paragraph (a)(1 of the definition of a “public benefit organisation” in section 30(1) which has been approved in terms of section 30(3) of the Act.
 - iii) Any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i) of the Act, which has a sole or principal object the carrying on or any public benefit activity; or
 - iv) The government of the Republic in a national, provincial or local sphere, contemplated in section 10(1)(a) of the Act.
- e) No remuneration will be paid to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered nor may any remuneration be determined as a percentage of any amounts received or accrued to the recreational club.
- f) All members will be entitled to annual or seasonal membership.
- g) Members are prohibited from selling their membership rights or any entitlement in terms thereof.
- h) A copy of all amendments to the Constitution under which the recreational club as established will be submitted to the Commissioner of the South African Revenue Service.
- i) The recreational club is not or was not knowingly a party to, or does not knowingly permit or has not knowingly have permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Service.

- j) The recreational club will submit the required returns for income tax together with the relevant supporting documents.

CLAUSE 31: GENERAL

- a) The Members shall have the power to alter the terms of this Constitution providing the resolution altering the terms of this Constitution has been approved by a resolution of the Committee of Management of the William Gillitt Sports Ground and is passed by not less than two-thirds of the Members personally present and eligible to vote at a General Meeting of which not less than fourteen (14) days notice has been given, specifying the intention to propose the aforesaid resolution, the terms and effect of the resolution and the reason for it.
- b) If less than thirty (30) Members be present at the Meeting, It shall stand adjourned to the same day in the following week, or, if that day is a Public Holiday, to the next succeeding day other than a Public Holiday. At the adjourned Meeting the Members personally present may deal with the special business for which the original meeting was convened, and a resolution passed by not less than two-thirds of such Members eligible to vote, shall be final and binding notwithstanding that less than thirty (30) Members are personally present at such adjourned Meeting.
- c) The Executive Committee shall be empowered for any reasons deemed to be sufficient by the Executive Committee to prohibit the introduction to the Club or Club premises of any person or persons and shall not be obliged to give reasons for their actions.
- d) It shall be incumbent upon all members of the Club to communicate to the Secretary any change of address. In the event of any Member failing to notify the Secretary, a registered letter to the last address available to the Secretary of each Member shall be deemed to be proper notice to such member for any purpose as may be envisaged or provided for in this Constitution.
- e) The Executive Committee of the Club shall be empowered to suspend any Member of the Club pending investigation by the executive Committee for any misconduct which in their opinion justifies such action.
- f) A Member shall be entitled to appoint another Member as his proxy. Proxy forms duly signed and witnessed shall be lodged with the Secretary of the Club before commencement of the Meeting.

- g) That, upon receipt of the necessary notice of motion, the Club may grant concessions to a section, e.g., to encourage its formation and to assist it over a difficult period, subject to such concession/s not being ultra vires the Liquor Act or the regulations framed there under.

CLAUSE 32: GUESTS

No Members of the Club shall be permitted to introduce the same guest to the Club premises more than twice in any calendar month, and on each such occasion it shall be incumbent upon the Member to have entered in the Book for Visitors, the name of the Visitor and such other pertinent information as is required to be entered in such register.

CLAUSE 33: SCRUTINEERS

At any General Meeting or Special Meeting where it is necessary that a ballot be taken, it shall be incumbent upon the Chairman to call for nominations from the floor for the appointment of three (3) Scrutineers, who shall all be proposed by Members on a vote by a show of hands. The vote on such occasions shall only be taken and recorded by the Secretary of the Club.

CLAUSE 34: DEED OF TRUST

For the sake of clarity, it is hereby recorded that nothing in this Constitution can amend or alter the Deed of Trust creating the William Gillitts Sports Ground.