

# **CONSTITUTION OF THE BOLAND GOLF UNION**

*Amended on 31 October 2022 via Special General Meeting to incorporate the amalgamation with BLGU.*

## **1. STATUS AND NAME**

- 1.1. The name of the Union is the Boland Golf Union (BGU)
- 1.2. Boland Golf is a result of the incorporation of Boland Ladies Golf Union (BLGU) into the Boland Golf Union (BGU) the two former controlling bodies of amateur golf in the Boland and is the successor-in-title to these bodies.
- 1.3. The BGU is constituted subject to the constitutions and rules of the South African Golf Association (SAGA), Women's Golf South Africa (WGSA) and GolfRSA and membership hereof implies the acceptance of any ruling of these Bodies on any matters referred to them for a decision.

## **2. DEFINITIONS**

In this Constitution, unless the context shall otherwise require:

- 2.1. AFFILIATION FEES: shall mean the amounts due and payable to the BGU by each Member annually;
- 2.2. AREA OF JURISDICTION: shall mean the boundaries as defined by the South African Golf Association and Women's Golf South Africa as per the Municipal Demarcation Board *in conformance with the prescripts of the Municipal Demarcation Act of 1998*;
- 2.3. BGU/UNION: shall mean the Boland Golf Union *as specified and recognised in clause 10 of the Constitution of the South African Golf Association and clause 10 of the Constitution of Woman's Golf South Africa*

- 2.4. DIRECTOR OF GOLF: shall mean the Director of Golf or acting Director of Golf for the time being of the BGU (if and when appointed);
- 2.5. EXECUTIVE: shall mean the Executive Committee of the Union as hereinafter referred to, and Members of the Executive Committee shall be referred to as the “Executive Members”;
- 2.6. GOLF CLUB: shall mean and include a golf club, and a sports club or country club having a golf section, which owns a golf course or has a right to the use of a golf course (and specifically excludes a virtual golf club);
- 2.7. GOLFRSA: shall mean the unified body controlling amateur golf in South Africa which incorporates the South African Golf Association (SAGA) and Women’s Golf South Africa (WGSA);
- 2.8. MEMBER/S: shall mean the Golf Clubs affiliated to the BGU;
- 2.9. MUTATIS MUTANDIS: shall mean with the necessary changes (in points of detail) having been made;
- 2.10. PLAYERS: shall mean the amateur golf players who are Members of *and handicapped at a golf club* affiliated to the BGU.

### 3. INTERPRETATION

- 3.1. In case of doubt as to the meaning of any clause hereof, the ruling on the interpretation by the Executive shall be binding upon Members until such time as the BGU may otherwise determine at a General Meeting. Any decision made by the BGU at a General Meeting under the provisions of this clause shall not affect the validity of any act done or omitted pursuant to such interpretation given by the Executive.

3.2. The headings of the clauses in this Constitution are for reference purposes only and shall not affect the interpretation of any of the provisions to which such headings relate.

4. **JURISDICTION AND STATUS OF THE BGU**

4.1. The BGU is the controlling body of amateur golf in its area of jurisdiction and its purpose is to co-ordinate the activities of its Members and to ensure the maintenance of the traditions of amateur golf in the area of Jurisdiction.

4.2. The BGU shall be a body corporate having an existence independent of its Members with perpetual succession capable of suing or being sued in its own name.

4.3. All its assets shall be registered or held in the name of, or on behalf of the BGU. All property vesting in the BGU must be registered in the name of the Trustees for the time being of the BGU and all documents necessary for signature and authentication shall be deemed to have been duly signed and authenticated on behalf of the BGU, when signed by the signature of either the President, Vice-President, or a Member of the Director of Golf.

4.4. Members shall not be liable to meet the debts, engagements and liabilities of the BGU and the liability of Members shall be limited solely to the amounts due by them in respect of Affiliation Fees, levies or other monies payable by them in terms of this Constitution.

## 5. **OBJECTIVES OF THE BGU**

The objectives of the BGU are:

- 5.1. To promote, advance, encourage and foster the game of golf in the interest of the game and its Members and their players.
- 5.2. To bring about and maintain close co-operation between its Members.
- 5.3. To guide and assist Members in their administration and general conduct of the game of golf.
- 5.4. To promote and encourage the holding of competitions, championships, tournaments, and league matches on the golf courses of its Members and to assist in the conduct and control thereof.
- 5.5. To formulate, control and regulate the conditions governing the playing of tournaments, championships, and other events as it may from time to time organise or promote.
- 5.6. To arrange for participation by players either as individuals or Members of teams, in national tournaments, matches and events.
- 5.7. To do the rating of golf course in its area of jurisdiction as per the rules and regulations of GolfRSA.
- 5.8. To assist Members in the settlement of disputes and differences or in the interpretation of the Rules of Golf.
- 5.9. To aid, assist and generally promote the interest of its Members.
- 5.10. To raise funds as it may deem fit and to administer such funds as herein provided, to make such payments from the funds as may be necessary to carry out the objects of the BGU, including grants and loans to its Members and payments to players either as individuals or as Members of teams and/or officials representing the BGU, at authorised tournaments, functions

and events and to make donations or grants to approved causes or persons. The objectives of BGU must be carried on in a non-profit manner and with an altruistic or philanthropic intent.

5.11. To publish brochures, journals or publications and conclude arrangements with other persons to publicise the activities of the BGU and its Members and to disseminate matters of interest to Members and players.

5.12. To acquire by purchase, lease or otherwise, both movable and immovable property and to sell, dispose of or otherwise deal with any of the property or the assets of the BGU.

5.13. To invest any funds not immediately required by the BGU in such a manner as may from time to time be decided.

5.14. To institute, conduct and defend any legal proceedings by or against the BGU or its officers.

5.15. To formulate and prescribe rules of conduct and etiquette to be observed by players and to take such steps as may be necessary to ensure that these are observed.

5.16. To establish and co-operate with other bodies and administer a fund for the development of golf among the disadvantaged sections of the community.

5.17. To generally further and safeguard the interests of the BGU.

5.18. Members shall subscribe to the mission and objectives of the BGU as set out in this Constitution.

5.19. To support GolfRSA's Central Handicap Server for all amateur golfers. Any golfer who is not on the Central Server shall not have an official handicap recognised by the BGU.

5.20. To award BGU colours and awards to individuals in recognition of achievements in golf (subject to regulations and conditions by government and GolfRSA).

5.21. To encourage good corporate governance by its Members.

5.22. To promote junior golf, senior golf, women's golf, disabled golf, student golf and any other golf groupings throughout the BGU.

## 6. **RULES OF GOLF AND AMATEUR STATUS**

6.1. The BGU accepts and is bound by the Rules of Golf and the Rules of Amateur Status together with such amendments or additions thereto as may from time to time be adopted by the R&A Rules Limited together with GolfRSA, and the decisions which it may from time to time take on the interpretation of the Rules of Golf.

6.2. All competitions must be played in accordance with such rules.

6.3. It shall be a condition of affiliation to the BGU that all Members and players accept, and are bound by, the Rules of Golf and the rules of amateur status as set out in the preceding sub-clause.

6.4. Any Member which organises and/or holds any competition, the conditions of which allows, or connives at, the use of its course for the holding of any competition which does not comply with the said Rules of Golf and the rules of amateur status, shall render itself liable to suspension or forfeiture of its affiliation to the BGU.

7. **INCOME, PROPERTIES AND MONIES**

7.1. The income, property, and monies of the BGU from whatever source derived shall be applied and invested solely towards the promotion of the objects of the BGU as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member.

7.2. Nothing herein contained shall however, prevent the making of grants by the BGU to a Member for the purpose of carrying out its objects or furthering its interests or the payment by the BGU to any Member or person in respect of remuneration and/or expenses for services rendered to the BGU.

8. **RIGHTS AND PRIVILEGES OF MEMBERS**

8.1. All Members shall be bound by this Constitution *and the Constitutions of GolfRSA, SAGA and WGSA.*

8.2. Membership of the BGU shall, subject to the provisions of this Constitution, entitle Members to enjoy the privileges and advantages of the BGU including the rights of players to participate in golf tournaments and events held under the aegis of the BGU and its Members and under the conditions governing the game.

8.2.1. Participation in Junior Golf shall be at under 19 level (subject to the SAGA and WGSA regulations for age groups).

8.2.2. Participation in Senior Golf shall commence once a golfer reaches the age of 50 (subject to the SAGA and WGSA regulations).

8.2.3. Participation in Mid-Amateur Golf shall commence once a golfer reaches the age of 30 (subject to the SAGA and WGSA regulations)

9. **AFFILIATION FEES AND LEVIES PAYABLE BY MEMBERS**

- 9.1. Each Member must pay to the BGU an annual affiliation fee and such further levies as must be prescribed from time to time at an Annual General Meeting of the BGU or at a Special General Meeting of the BGU called for this purpose.
- 9.2. Liability for payment of annual Affiliation Fees and levies by Members as accrued on last day (31<sup>st</sup>) of January, must be paid by not later than 30<sup>th</sup> March of the same year.
- 9.2.1. The Affiliation Fees of players joining a Member between 2 January and 31 March must be paid to the BGU not later than the 31<sup>st</sup> of March of the same year; thereafter the Affiliation Fees of a new player joining the BGU must be paid over to the BGU monthly.
- 9.3. The annual affiliation fee and any levies payable by a Member shall be based per capita on the number of players belonging to and handicapped by the Member.
- 9.4. No Member ceasing its membership of the BGU for whatever cause, shall be entitled to a refund of any amount, or portion thereof, paid by it to the BGU in terms of the foregoing.
- 9.5. Members shall be responsible to the BGU for the payment to it of the prescribed Affiliation Fees and such further levies due by their players. If a Member has not paid the Affiliation Fees and levies, if any, due to the BGU by the final date specified in sub-clause 9.2 and fails thereafter to pay the same within one month after the Member has been called upon to do so, the Member/s concerned may cease to be affiliated to the BGU and



GolfRSA, until such time as the due annual Affiliation Fees, levies and interest have been paid by the Member/s concerned.

10. **RELINQUISHMENT, TERMINATION AND REINSTATEMENT OF MEMBERSHIP**

10.1. A Member shall cease to be a Member of the BGU and to enjoy the privileges thereof if it resigns, in writing, from the BGU or, if its membership is withdrawn by the BGU at a General Meeting.

10.2. If in the opinion of the Executive a Member has conducted its affairs in an irregular or improper manner, or has wilfully committed a breach of the provisions of this Constitution, or any of the terms and conditions upon which it was admitted to membership or has contravened any of the basic rules of golf in the conduct of its affairs or has disregarded or contravened any ruling issued by the BGU in a General Meeting, the Executive may after giving such Member an opportunity to be heard, suspend such Member for such period as the Executive may deem fit or may terminate its membership of the BGU; provided that the Member concerned may within one week after receipt of written notification of the decision of the Executive, require the Executive to call a Special General Meeting to consider the said decision. The BGU may at such Special General Meeting or any lawful adjournment thereof, confirm, vary, or set aside the decision of the Executive. If a Special General Meeting is required by a Member, as aforesaid, to consider the decision of the Executive, the decision of the Executive is suspended pending the decision of the said Special General Meeting.

10.3. The Executive may, upon receipt of any application in writing from a Member whose membership has been terminated in terms of any of the foregoing sub-clauses, reinstate such Member upon such terms and conditions as it may decide.

## 11. **EXECUTIVE COMMITTEE: COMPOSITION OF**

11.1. The Executive shall consist of:

11.1.1. A maximum of 8 (eight) Executive Members, of which 3 (three) must be from the opposite gender; all of whom must have been nominated in writing by the Member to which the player belongs and is elected (or re-elected as the case may be) for a two-year period at an Annual General Meeting of the BGU; and

Drafting note on intention of this clause – to ensure by way of example that there will be at least 3 ladies or 3 men on the executive at any given time. This clause is written to ensure a fair and as equal as possible balance of power

11.1.2 the Director of Golf (when appointed).

11.2.1. Immediately after the Annual General Meeting at which the Executive Committee is elected, the Executive Committee Members shall elect from their ranks a President and a Vice President. The term of a President and Vice President shall be 2 (two) years, with a limit of two consecutive terms.

11.2.2 Should the President elected be male, the Vice President must be female and vice versa.

11.2.3. If the office of President is vacated for whatsoever reason, the Vice-President must act as President until the next Annual General Meeting at which elections are to occur. If the office of Vice-President is vacated for whatsoever reason, the Executive Members must elect from their ranks a Vice-President who will hold office until the next Annual General Meeting at which elections are to occur.

11.3 The Executive shall have the power to co-opt, in addition to the above, a maximum of 3 (three) additional Committee Members who shall hold office until the conclusion of the next Annual General Meeting.

11.4 The Members of the outgoing Executive shall be eligible for re-election after completion of the term;

11.5 Any candidates for election to the Executive Committee must be nominated in writing by the affiliated Member of which he/she is a player. The nomination must be accepted and signed by candidate. This nomination must be received by the BGU Office not later than the 28<sup>th</sup> of February of the said year. The BGU Office/Director of Golf must before the relevant meeting, notify all Members of the BGU of the names of the candidates and the member clubs to which they belong (candidates nominated must be in good standing with a club affiliated to the BGU).

11.6 In all cases where nominations exceed vacancies, a ballot must be taken in such manner as the President shall determine.

11.7 In the absence of nominations, the persons holding office at the time of any election shall be deemed to have been re-elected for the ensuing year. No

Member of the Executive shall be nominated or re-elected unless the person has previously agreed in writing to accept nomination and to serve, if elected, under the code of conduct, ethics, and commitment document of the BGU;

11.8 Any Member of the Executive who absents him/herself from two meetings (save in exceptional circumstances) of the Executive without prior leave of absence having been granted, shall be deemed to have forfeited his/her seat, and the vacancy so caused shall be deemed a casual vacancy.

12. **HONORARY LIFE MEMBERS**

Any former President, Vice-President or any former Member of the Executive or any person duly nominated by the Executive, may be elected by the BGU at an Annual General Meeting as an honorary life Member, in which event such person shall hold office for life. Such person may attend any General Meeting, Captains Meeting or Special General Meeting, but shall have no voting rights.

13. **EXECUTIVE COMMITTEE: MEETING OF**

The Executive must meet regularly; but at least once in every three calendar months.

13.1 Meetings of the Executive must be held on the directions of the President.

13.2 The BGU Office/Director of Golf must, on the instruction of the President, or on a written request of at least three Members of the Executive, convene a special meeting of the Executive. Such request shall state the purpose for which the special meeting is to be convened.

13.3 At least seven days' notice of committee meetings shall be given to all Members of the Executive.

13.4 At all meetings of the Executive, the President or, in his/her absence, the Vice-President shall be the Chairman; but should both be absent, the Members present shall appoint a Chairman from amongst their number.

13.5 Each Member of the Executive shall have one vote, and in the event of an equality of votes, the Chairman shall have a casting vote. Co-opted Executive Members shall have no voting rights.

13.6 One half of the Executive with voting rights shall constitute a quorum for the transaction of business.

13.7 The President is *ex-officio* a Member of all sub-committees.

13.8 Minutes must be kept by a duly appointed person of all Executive and Sub Committee meetings and these minutes must be sent to the Executive within 14 days after such meeting.

13.9 Voting at meetings must be by show of hands unless a ballot is demanded by most of the Executive Members present.

#### 14 **EXECUTIVE COMMITTEE: POWERS OF**

The Executive shall have power to do all things necessary to carry out and promote the objectives of the BGU except such matters as are required by this Constitution to be submitted to a General Meeting. Without limiting the powers and duties of the Executive and in addition to such powers as are conferred upon the Executive by this Constitution, the powers and duties of the Executive shall include the following: -

- 14.1 To adopt, amend, review, or rescind policies and procedures for the regulation and administration of the affairs of the BGU and its Members. A motion to rescind must be submitted to the BGU office in writing 14 days before an Executive meeting at which such motion is to be considered. A new counter- motion must accompany such a motion to rescind.
- 14.2 To appoint, remove or suspend the employees of the BGU upon such terms and conditions as may be considered desirable.
- 14.3 To appoint such Committees and sub-committees from among its number, or otherwise, for such purposes and upon such terms as may be considered desirable and to delegate such powers thereto as may be necessary. Committees and Sub-committees appointed to perform a special task, must be given a written mandate from the Executive.
- 14.4 To summon, at any time a Special General Meeting of the BGU.
- 14.5 To receive and authorise the investment and the expenditure of monies in accordance with this Constitution.
- 14.6 To open Banking accounts in the name of the BGU and to resolve the manner of operation of such accounts.
- 14.7 To depute and authorise officers of the BGU to act on its behalf in the acquisition and alienation of property and to mortgage or use the same as security.
- 14.8 To select teams to represent the BGU in golf matches or competitions and to prescribe the rules of conduct to be observed by such players and officials.

- 14.9 To determine the manner in which BGU colours shall be awarded to players and officials (subject to the rules and regulations by government from time to time).
- 14.10 To organise, promote and stage golf tournaments, championships, and competitions, to prescribe rules for the right of entry therein and the conduct thereof and to endeavour in its discretion to arrange sponsors for tournaments staged by the BGU. The course upon which competitions or matches are played under the auspices of the BGU, shall be under the absolute control of the BGU.
- 14.11 To appoint any person to represent the BGU on any golf or other sporting body, which the Executive considers necessary or advantageous.
- 14.12 To nominate the BGU's representative on the Executive of the South African Golf Association and Women's Golf South Africa.

### **Disciplinary Powers**

- 14.13 To appoint for such purposes as the Executive may deem fit, a sub-committee dealing with disciplinary matters ("the Disciplinary Committee") which must consist of three Executive Members, other than the President and Vice-President.
- 14.14 This subcommittee shall have the following powers:
- 14.14.1 to convene a disciplinary inquiry to inquire into the conduct of Members or a player.
- 14.14.2 to summon players or representatives of Members to attend such inquiry.

14.14.3 to determine the rules of procedure for such inquiry, provided that such rules of procedure comply with the rules of natural justice.

14.14.4 to determine, by majority vote if the sub-committee is not unanimous, whether such conduct is:

- a breach of the Rules of Golf; or
- a breach of the rules of amateur status; or
- a breach of the standards of etiquette required of golfers in general; or
- conduct unbecoming of a golfer; or
- conduct which could bring the BGU or the game of golf into disrepute, if the fact of such conduct became known; or
- any combination of the above.

14.14.5 to impose one or more of the following sanctions:

- a formal reprimand.
- a fine.
- suspension from playing in or attending at competitions for a period.
- removal from representative teams or from BGU Office.
- suspension from selection for representative teams for a period.
- any combination of the above whether in the alternative or otherwise.

14.14.6 Any Member or player summoned to appear before the Disciplinary Committee must be given written notice advising



them of any charge or allegation against them and shall be given the opportunity of being heard personally in reply thereto. Such Member or player shall be entitled to legal representation at any disciplinary hearing and to call witnesses on his behalf.

14.14.7 The disciplinary sub-committee shall not be bound to follow any form of judicial or quasi-judicial procedure or the rules of evidence during the hearing of any matter or in arriving at a conclusion as to the facts of the matter being heard.

14.14.8 Any Member/player who is found to be guilty of any of the offences set out in clause 14.14.4 above and is punished in terms of clause 14.14.5 above shall have the right to appeal to a committee consisting of the President, the Vice-President and one other of the Executive Members against the finding of guilt and/or the punishment. This Executive Member shall not have been a Member of the Disciplinary Committee which made the finding of guilty and/or which imposed the punishment. An appeal shall be noted by the giving of written notice to the BGU of such appeal within fourteen business days after the handing down of the decision of the disciplinary sub-committee unless this Committee shall have granted an extension of such time; in which case they shall determine the extended time limit.

## 15 **EMERGENCY COMMITTEE**

The Executive Committee may form an Emergency Committee, comprising of at least three Executive Members (including the President) with power to act in

relation to any situation or matter which the President certifies to be of an urgent nature. The President shall be required to give due notice to other Members of the Emergency Committee of the matter to be considered and of which he has noted to be of an urgent nature. Two Executive Members of the Emergency Committee shall constitute a quorum to act on behalf of the BGU, subject to any action taken by such Committee being reported to the next ensuing Executive Meeting of the BGU and is duly ratified. The powers hereby conferred shall relate to the necessity to act in relation to all urgent contracts, matters of a legal nature, agreements or legal process, but shall not empower the said Committee to take policy decisions on behalf of the BGU. The said Committee shall have powers of co-opting any person to the said Committee for such purposes as required, but such person shall have no vote.

16 **FINANCIAL YEAR OF THE BGU**

The financial year of the BGU shall run from 1<sup>st</sup> day of *January to the 31<sup>st</sup> day of December.*

17 **BOOKS OF ACCOUNT**

17.1 The Executive must appoint a committee (“the Finance Committee”) comprising of at least 3 (three) Executive Members, which shall have the responsibility to oversee the controls, procedures, and reporting of the financial functions of the BGU. The Finance Committee must ensure: all monies paid to the BGU shall as soon as possible after receipt, be deposited in the name of the BGU with a Bank or other financial institution as the Executive may decide; that all payments from the BGU accounts are

duly authorised; that proper and true accounts of all revenue and expenditure are kept and that there is a properly verified accounting thereof; and financial statements are submitted to each Annual General Meeting.

17.2 The accounts of the BGU must be audited annually by a Registered Public Auditor, who must not be an Executive Member and who must be appointed at the Annual General Meeting of the BGU. In case of a vacancy occurring in the office of Auditor during the year, the Executive must forthwith appoint a Registered Public Auditor to fill the vacancy.

17.3 Books of account of the affairs of the BGU must be kept and such books, together with all other papers and documents connected with or relating to the business or the affairs of the BGU, must be kept by the BGU Office/Director of Golf and must be always accessible to the Members and Executive Members.

## 18 **REPRESENTATION AT ANNUAL GENERAL MEETINGS**

The persons entitled to be present and to take part in the proceedings of Annual General Meetings, Special General Meetings and the yearly Captains Meeting shall be:

18.1 The Executive Members.

18.2 The Past Presidents of the BGU or honorary life Members (without voting rights).

18.3 Delegates nominated by Members shall have the number of votes relative to the number of players of the Member as returned to the BGU at the payment of affiliation fees of each year;

1 to 150 players—1 vote;

151 to 300 players – 2 votes;

Greater than 301 players—3 votes.

## **19 ANNUAL GENERAL MEETING OF THE BGU**

19.0.1 This clause is inserted only to provide for a transitional arrangement because of the incorporation referred to in clause 1.2. In effect the first election of the Executive Committee in terms of this Constitution, which must be held at a General Meeting, will take place on a date still to be decided at which this Constitution is adopted. All steps taken in terms of this clause (19.0.1 – 19.0.3) will be deemed to have been ratified upon this Constitution being adopted.

19.0.2 Only if the General Meeting in clause 19.0.1 is not held in March of a year, as required in terms of clause 19.1, and to facilitate the election of the Executive Committee referred to in clause 19.0.1 (as a once-off), the time periods prescribed in clauses 19.2; 19.3; 19.4; 19.5 and 19.6 shall *mutatis mutandis* apply to this election; but these periods, in the clauses referred to, must be adjusted to coincide with and align with the date for the General Meeting referred to in clause 19.0.1.

19.0.3 If this General Meeting is held before March 2023, the first two year period referred to in clause 11 is deemed to have commenced and is accordingly extended by this additional period (i.e. prior to March 2023). However, if this General Meeting is held after March 2023, the first two-year period referred to in clause 11 will be deemed to have been shortened. It is the intention that the regular rotation of office bearers, in terms of the provisions of clause 11, must commence in March 2025.

- 19.1 An Annual General Meeting of the BGU must be held each year during *March*.
- 19.2 At least 14 days before the date in clause 19.3 below, the BGU Director of Golf must give preliminary notice of the date of the Annual General Meeting to the Executive, Past Presidents, and Members.
- 19.3 Notice of any special business which the Executive or any Member wishes to be considered at the Annual General Meeting must be submitted in writing to the BGU Office by not later than 28 *February* of each year.
- 19.4 Formal notice of the Annual General Meeting incorporating the agenda for the meeting, any special business or resolution to be considered thereat, together with the Annual Report of the Executive and the Annual Financial Statements for the previous year, must be given to Executive, past Presidents and Members at least 14 days before the date of the Annual General Meeting. Notices posted to the addresses and/or e-mail addresses of Members shall be deemed to constitute effective notice in terms hereof. The accidental omission to furnish such notice to any Member shall not invalidate such meeting.
- 19.5 Each Member must notify the BGU Office, in writing, 24 hours prior to the holding of the Annual General Meeting, of the names of its delegates who will attend and represent it at the Annual General Meeting and clearly indicate which delegate will be voting on behalf of that Member. Failure to do so will disentitle the delegate/s of the Member concerned from voting at such meeting. No delegate may represent more than one Member.

## **20 PROCEDURE AT ANNUAL GENERAL MEETINGS**

20.1 The President or in his absence the Vice-President, shall preside as Chairman at Annual General Meetings. In the absence of all, the persons present at such Meeting shall appoint one of its numbers to act as Chairman.

20.2 There shall be deemed to be a quorum at the Annual General Meeting if there are present not less than 10(ten) member clubs duly qualified and exclusive of the Executive. If a quorum is not present within half an hour of the time for which the meeting has been called, the Chairman must declare the meeting stands adjourned to the following week at the same time and place and those persons present at such postponed meeting shall constitute a quorum, irrespective of the number present, and may transact the business of the Annual General Meeting and Captains Meeting.

20.3 No business or resolution of which due notice has not been given, shall be discussed at the Annual General Meeting; provided that it shall be competent for the Chairman, at his discretion, to allow any amendment of wording of any resolution to be moved, notwithstanding that due notice has not been given of the intention to move such amendment.

20.4 A duly appointed person shall take minutes of the proceedings of the Annual General Meeting and must circularise these to the Executive, past Presidents, and Members as soon as possible after the meeting.

20.5 The Chairperson shall have a deliberative as well as a casting vote and the Executive and delegates present shall each have the votes prescribed.

Voting shall be by show of hands unless a ballot is demanded by most of the persons present at the meeting. Voting by proxy shall not be allowed.

20.6 Save as is otherwise provided by this Constitution, all resolutions put to an Annual General Meeting must be voted on and shall be held as valid and effectual if carried by a majority of the Executive and delegates present and entitled to vote at the meeting.

20.7 Any Member who has not paid its affiliation fees or levies, as herein before provided, by the date of the Annual General Meeting, Special General Meeting and Captains Meeting shall not be entitled to attend or vote at such meetings.

## **21 THE BUSINESS TO BE CONDUCTED AT THE AGM**

21.1 To confirm the minutes of the last Annual General Meeting and any Special General Meeting held since the previous AGM.

21.2 To consider and, if approved, adopt the Report of the Executive on the affairs of the BGU for the preceding year.

21.3 To consider and, if approved, adopt the audited Annual Financial Statements for the past financial year.

21.4 To elect the Executive Members.

21.5 To appoint an Auditor for the ensuing year.

21.6 To consider any resolution of which due notice has been given as herein before provided.

21.7 To appoint honorary life Members of the BGU.

21.8 To amend and alter the Constitution of the BGU of which amendments or alterations due notice must have been given.

21.9 To consider any further business of a general or competent nature.

## **22 SPECIAL GENERAL MEETING:**

A Special General Meeting must be held during October of each year. Notice of this meeting must be given in writing to all Members not later than 14 days prior to the meeting.

Amongst others, the following business must be conducted at this Special General Meeting;.

22.1 Any business-related league matters from the annual league meeting will be dealt with.

22.2 Finalization of all fixture list for the ensuing year.

22.3 To consider and, if approved, adopt the budget for the BGU for the ensuing year.

22.4 To consider and if approved, adopt the Affiliation Fees for the ensuing year.

## **23 FURTHER SPECIAL GENERAL MEETINGS**

23.1 The Executive may at any time convene further Special General Meetings of the BGU and it shall do so if requested in terms of sub-clause 10.2 or upon receiving a request to that effect signed by three Members and stating the purpose of such Meeting.



23.2 Upon receipt of a directive from the Executive or a request as aforesaid, the BGU Office/Director of Golf must, subject to the provisions of the clause 26 give 14 days written notice to Executive, past Presidents, and Members, of the date, time and place of the proposed General Meeting and the business to be transacted thereat.

23.3 No business shall be discussed at a Special General Meeting save the business for which the Meeting shall have been called.

23.4 At all Special General Meetings, the provisions of clauses 20, 21 and 22 shall, *mutatis mutandis* apply, provided, however, that if a quorum is not present, the Special General Meeting shall be deemed to be dissolved.

## 24 **AMENDMENT OF CONSTITUTION**

The Constitution shall not be repealed or amended except by resolution passed at an Annual General Meeting or at a Special General Meeting called for that purpose, which resolution must be passed by not less than two-thirds of the Executive and Member delegates present. A copy of all amendments to the Constitution must be submitted to the Commissioner for the South African Revenue Services.

## 25 **DISSOLUTION OF ASSOCIATION**

25.1 The BGU may not be dissolved, wound up or placed in liquidation, except by a resolution passed at a Special General Meeting of the BGU called for

that specific purpose, which resolution must be passed by not less than two-thirds of the Executive and Member delegates present at such meeting.

25.2 If at a Special General Meeting of the BGU it is resolved that the BGU be dissolved or wound up and placed in liquidation, a liquidator must be nominated at that meeting. If after payment of all debts and liabilities of the BGU, any property of whatsoever nature remains, the same shall be given to any similar public benefit organization recognised as such under Section 30 of the Income Tax Act Number 58/1962.

## 26 **NOTICES**

26.1 All notices to be given in terms hereof must be in writing and signed by the BGU Office/Director of Golf.

26.2 Notices posted to the last known address or e-mail address of the persons entitled to receive the same, shall be deemed to constitute effective notice.

26.3 The accidental omission to give notice to a person entitled to receive the same or the non-receipt of such notice shall not invalidate any meeting or proceedings to which such notice related, or any decision taken thereat.

## 27 **DISPUTES AND INTERPRETATION OF THIS CONSTITUTION**

Any disputes arising out of or in connection with the enforceability of this Constitution or the application and interpretation of the provisions thereof or any dispute between The BGU and another national sports federation, or between Members of the Executive Committee or between the Executive Committee and Members must be referred to the following arbitration policies for resolution

through mediation or expedited arbitration in terms of the Rules and Procedures for the Resolution of Disputes in Sport prevailing at the time such dispute is so referred.

In the event of arbitration in terms of the foregoing, such resolutions shall be final and binding on the parties to the dispute.

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