

CONSTITUTION

of

KINGSWOOD GOLF CLUB

INDEX

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ANNEXURE "A" : KINGSWOOD GOLF CLUB RULES (SEE CLAUSE 2.1.24)

CONSTITUTION

OF

KINGSWOOD GOLF CLUB

PART I

1 NAME

The name of the Club shall be Kingswood Golf Club.

2 INTERPRETATION

2.1 In this Constitution, unless the context otherwise requires -

- 2.1.1 “**AGM**” means the annual general meeting of the Members of the Club as more fully described in clause 18;
- 2.1.2 “**the Board**” means the board of directors of the Company;
- 2.1.3 “**the Club**” means Kingswood Golf Club, a division of the Company;
- 2.1.4 “**the Club Facilities**” means the Kingswood Golf Club amenities and facilities that the Members are entitled to use, which includes the golf course, the clubhouse and related facilities;
- 2.1.5 “**the clubhouse**” means the clubhouse referred to in clause 29.2.1;
- 2.1.6 “**the Company**” means Kingswood HOA Properties (Pty) Ltd registration number 2020/016733/07;
- 2.1.7 “**the/this Constitution**” means the constitution set out in this document;
- 2.1.8 “**debt**” means any amount due and owing by a Member to the Club from time to time;
- 2.1.9 “**Defaulting Member**” means a Member who –
 - 2.1.9.1 has failed to pay his Club membership fees by the due date thereof; or
 - 2.1.9.2 has failed to pay any debt other than membership fees for a period of 60 (sixty) days after same is due; or
 - 2.1.9.3 is in default of any of the provisions of this Constitution, and/or the Rules and has failed to remedy such default (if it can be remedied) within the period determined by the Golf Director or the Golf Committee;

- 2.1.9.4 is suspended or expelled from the Club in terms of this Constitution or the Rules;
- 2.1.10 "**financial year**" means 12 (twelve) consecutive calendar months, commencing on the first day of January and terminating on the last day of December of that year;
- 2.1.11 "**General Meeting**" means a meeting at which all Members in good standing are entitled to be present or be represented and which has been convened in accordance with this Constitution, and 'AGM' and 'SGM' shall subject to the purposes for which they are convened, have a corresponding meaning;
- 2.1.12 "**the Golf Committee**" means the golf committee referred to in Part III of this Constitution;
- 2.1.13 "**the Golf Director**" means the managerial head of the Club appointed as such by the Company including his substitute determined by the Board;
- 2.1.14 "**the golf course**" means the golf course at Kingswood, and "**Course**" shall have the same meaning;
- 2.1.15 "**good standing**" in relation to a Member means a Member who is not in arrears by more than 60 days with payment of any amount owing to the Club and who has not been suspended or expelled from playing golf at the Club;
- 2.1.16 "**the HOA**" means Kingswood Golf Estate Home Owners Association;
- 2.1.17 "**homeowner**" means a natural person who is the registered owner of an erf in Kingswood and the spouse of such person, and in relation to a company, close corporation or trust which is the registered owner of an erf in Kingswood, the natural person who is a director, shareholder or member of the company or close corporation concerned, or a trustee of the trust, as the case may be, who primarily controls the legal entity concerned, and the spouse of such person, and "**homeowner member**" shall have a corresponding meaning;
- 2.1.18 "**Kingswood**" means, when referred thereto as –
- 2.1.18.1 an entity, the HOA; and
- 2.1.18.2 a geographical area, the Golf Estate generally known as Kingswood Golf Estate located at George ("**the Estate**");
- 2.1.19 "**Member**" means a member of the Club as referred to in clause 5 read with clause 6;
- 2.1.20 "**membership year**" means 12 (twelve) consecutive calendar months, commencing on the first day of September and terminating on the last day of August of the following year;

- 2.1.21 **"ordinary resolution"** means a resolution adopted with the support of more than 50% of the voting rights that can be exercised on the resolution concerned at a General Meeting, or voted on in writing by the Members of the Club acting other than at a General Meeting;
- 2.1.22 **"playing right"** in relation to a Member means the right to play golf at Kingswood attached to the Member's membership of the Club, which is personal to himself and may, subject to any other provisions of this Constitution, not be transferred to or shared with other persons or be subdivided;
- 2.1.23 **"prescribed"** means prescribed by the Company or the Golf Director in accordance with the provisions of this Constitution;
- 2.1.24 **"the Rules"** means the Kingswood Golf Club Rules set out in Annexure A, as may be amended from time to time;
- 2.1.25 **"SCGU"** means Southern Cape Golf Union;
- 2.1.26 **"SGM"** means a special general meeting as more fully described in clause 19;
- 2.1.27 **"spouse"** in relation to a member, means a spouse as defined in terms of the Income Tax Act, 1962, and a spouse as defined in terms of the Intestate Succession Act, 1987, whichever may be applicable;
- 2.1.28 **"subscription"** means all annual or once-off charges imposed on Members as determined by the Board from time to time in respect of the different categories of membership, and **"subscription fee"** shall have a corresponding meaning.
- 2.2 Unless otherwise indicated by the context –
- 2.2.1 the singular includes the plural and *vice versa*;
- 2.2.2 any reference to natural persons includes legal persons and *vice versa*;
- 2.2.3 any reference to a gender includes the other genders.
- 2.3 If in this Constitution any period is referred to by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or South African public holiday, in which case the last day shall be the next succeeding business day.
- 2.4 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

- 2.5 The clause headings in this Constitution have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.6 Word and expressions defined in the Rules shall, when used in this Constitution bear the meanings assigned to such word and expressions in the Rules subject thereto that should any conflict arise between the definitions set out in the Rules and those set out in this Constitution, the latter shall prevail.
- 2.7 “Control” in relation to a company, close corporation or trust shall, when used in this Constitution, have the meaning assigned to the term in terms of section 2(2) of the Companies Act, 2008.
- 2.8 This Constitution shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

3 LEGAL NATURE OF THE CLUB

- 3.1 The Club is operated as a trading division of the Company and as such is distinct from the Members.
- 3.2 The Club is managed under the auspices of the Board under the control of the Golf Director.
- 3.3 The Club is not a separate legal entity and does not have legal existence separate from the Company. All assets and liabilities relating to the operation and management of the Club vest in the Company and no Member shall have any claim or entitlement to any of the assets of the Company, and nor shall any Member be entitled to receive any dividend or like benefit from the Company in relation to the activities of the Club, all profits accruing to the Company.
- 3.4 The relationship between the Company and the Members is of a contractual nature in terms of which the Members have the rights, benefits and obligations as set out in this Constitution and the Rules.
- 3.5 Each Member agrees to continue to be bound by this Constitution and the Rules from time to time for as long as he is a Member.

4 THE CLUB FACILITIES

The Company makes available the Club facilities to the Members, which facilities the Members shall be entitled to use subject to the terms and conditions of this Constitution and the Rules.

PART II

5 MEMBERSHIP

- 5.1 The Club shall have the categories of Members determined by the Board from time to time, which categories will be subject to the terms and conditions applicable to the different categories.
- 5.2 The Club may have Honorary Members: Provided that the number of Honorary Members at any time shall not be more than 5 (five) persons. An Honorary Member shall be elected by the Members by majority vote at an AGM, which election shall be preceded by a recommendation by the Golf Committee to the Board and approval of the nomination by the Board. The Board shall only approve the nomination received from the Golf Committee if the person so nominated, in the Board's opinion, shall merit such election. A Member of the Golf Committee shall at the AGM at which the election is to take place, introduce the person so nominated to the Members.
- 5.3 Application for membership may be made by natural persons only.
- 5.4 Successful applicants shall be admitted as Members as from the date of notification by the Membership Committee. Unsuccessful applicants shall be refunded the subscription fee paid by them when they are advised that their application for membership has been declined.
- 5.5 A Member shall be entitled to resign his/her membership at any time subject to his/her acceptance that any subscription or other charge which has been prepaid to the Club shall be forfeited on resignation.
- 5.6 Playing rights shall not be transferrable and such playing rights shall end when the Member ceases to be a Member of the Club.
- 5.7 Notwithstanding any other provisions of this Constitution, the Board may, at its discretion, without having to furnish any reasons, terminate the membership of any Member if the conduct, behaviour or actions of a Member be such that in the opinion of the Board, such Member –
- 5.7.1 instigates or causes discord amongst Members;
- 5.7.2 has or may have a negative influence on the image of the Club;
- 5.7.3 negatively affects the reputation of the Club; or
[AMENDED: 23/03/2026]
- 5.7.4 is an undesirable person to have as a Member of the Club.
- 5.8 The Members shall not have the powers to manage any aspect of the Club's business, save as set out in this Constitution.

6 APPLICATION/ FOR MEMBERSHIP

- 6.1 All applications for membership of the Club shall be in writing in the form determined by the Membership Committee, who shall comprise of the Golf Director as well as two Members of the Board nominated by the Board.
- 6.2 All applications for membership shall be subject to approval by the Membership Committee, who shall have the sole power to either decline or accept the applications.

7 TERMINATION OF MEMBERSHIP

- 7.1 Club membership shall or may be terminated in any one of the following ways:
 - 7.1.1 by written resignation to the Club;
 - 7.1.2 by failure to pay membership subscriptions or other amounts owing to the Club within 60 (sixty) days of the due date;
 - 7.1.3 by simple majority decision of the Membership Committee;
 - 7.1.4 by the Board as provided for in terms of clause 5.7.
[AMENDED: 23/03/2026]
- 7.2 A Defaulting Member shall be suspended and shall cease to be allowed to enjoy the privileges of the Club or to use the Club Facilities for so long as he remains in default.
- 7.3 For as long as a Member is a Defaulting Member, such Member shall not be entitled to speak or vote at a General Meeting.
- 7.4 Any Member who so ceases to be or is suspended as a Member may be readmitted as a Member in the sole discretion of the Board, only after payment of all outstanding Membership fees, dues, penalties, entrance fees and debt have been made by him and upon such further conditions as the Board may determine.
- 7.5 Nothing contained in this clause 7 shall prejudice the rights of the Board to institute legal action against a Defaulting Member for the recovery of any Debt due to the Company in relation to the Club from time to time.

8 SUBSCRIPTION

- 8.1 The following provisions shall apply in respect of subscriptions:
 - 8.1.1 All Members shall be liable for an annual subscription in the amount determined by the Board for each category of membership: Provided that no subscriptions or levies shall be payable by the Honorary Members.

- 8.1.2 The Company shall, at least 2 (two) months prior to the end of the membership year, inform all Members of the amount which is to be charged to the Members in the coming membership year.
[AMENDED: 23/03/2026]
- 8.1.3 Should a Member not receive this information by the indicated date the onus is on the Member to request this information from the Club.
- 8.1.4 In so far as is practical in the view of the Board, Members will be free to choose how many, if any, prepaid rounds they wish to include in their subscription for the financial year.
- 8.1.5 Subscriptions shall be payable as and when determined by the Board: Provided that –
- 8.1.5.1 the Company shall be entitled to charge interest on all overdue amounts at the rate determined by it from time to time, subject to a maximum of 2% per annum above the prime rate charged by the Company's lead bankers;
- 8.1.5.2 the Board shall be entitled to restrict a Member's playing rights if the Member fails to pay his subscriptions on due date.
- 8.2 No portion of the subscription shall be refundable following termination of membership or for any other reason.
- 8.3 Should a Member fail to pay any amount owing to the Club and fail or refuse to remedy such breach within 14 (fourteen) days of receipt of a notice by the Club calling upon the Member to remedy such breach, the Golf Director shall be entitled, with notification to the Member, to disallow the Member the use of any playing facilities of the Club until all outstanding accounts have been paid.
- 8.4 A first-time new Member elected during the course of any year shall in respect of that membership year pay a pro-rata portion of the annual subscription.
[AMENDED: 18/05/2026]
- 8.5 The Board shall be entitled to determine and recover any special levy should such special levy in the opinion of the Board be or become necessary for financing the activities of the Club: Provided that such special levy shall not exceed the amount of the annual subscription.
- 8.6 The Board shall be entitled to create a system of discounts applicable to the spouses of the Members.
- 8.7 The quantum of and conditions of payment of green fees, cart fees, and the annual subscription charged to Members shall annually be determined by the Board.

PART III

9 GOLF COMMITTEE

- 9.1 The Club shall have a Golf Committee whose duties, powers and functions shall be those set out in this Constitution and as otherwise prescribed by the Board.
- 9.2 The following provisions shall apply in respect of the composition of the Golf Committee:
- 9.2.1 The Committee shall consist of 5 (five) elected persons (one of whom shall be the Club Captain) and not less than 1 (one) of whom shall be female, elected by the Members of the Club.
- 9.2.2 The Club Captain shall be a homeowner member.
- 9.2.3 Not more than 1 (one) Member may be a non-homeowner member.
- 9.2.4 The ladies Captain must be a homeowner member.
- 9.2.5 The ladies Captain must be one of the elected Members.
- 9.3 The Golf Director shall *ex officio* be a Member of and chair the meetings of the Golf Committee.
- 9.4 The Golf Committee shall from time to time determine the portfolios into which the activities of the Club will be divided.
- 9.5 The Members of the Golf Committee shall amongst themselves determine whom of them will be responsible for each of the portfolios, who shall at all times be answerable to the Golf Director.
- 9.6 The Golf Committee shall meet at least 8 (eight) times per year at such times and venues as it may determine.
- 9.7 The Golf Director shall attend all meetings of the Golf Committee on behalf of the Company and shall chair the meetings of the Committee, and in his absence for any reason, the Company may appoint an alternative in his stead.

10 FIRST MEMBERS OF THE GOLF COMMITTEE

- 10.1 The first Members of the Golf Committee shall be determined by the Board.
- 10.2 The first Members of the Golf Committee shall be entitled to co-opt such Members as they may deem necessary, subject, however, to the maximum number of persons referred to in clause 9.2.1.

- 10.3 The first Members of the Golf Committee shall hold office until the closure of the first Annual General Meeting after the formation of the Club, but shall be eligible for re-election.

11 ELECTION OF MEMBERS OF THE GOLF COMMITTEE

- 11.1 The Members of the Golf Committee shall be elected at an Annual General Meeting and shall serve as such for a period of 2 (two) years from the date of their appointment to office until the second Annual General Meeting following their appointment, at which meeting each such Member shall be deemed to have retired from office as such, but will be eligible for re-election to the Golf Committee at such meeting, with due regard to the provisions of this Constitution.
- 11.2 No person shall be eligible for election or re-election as Member of the Golf Committee unless he has been nominated by at least one Member and is in good standing and seconded by a Member in good standing.
- 11.3 Nominations for the Golf Committee shall be in writing, signed by the proposer and seconder (who shall be Members) and accepted in writing by the nominee. Such nominations shall be delivered to the Golf Director at least 24 hours before the Annual General Meeting concerned.
- 11.4 The Club Captain shall be elected first and thereafter the other Members of the Golf Committee.
- 11.5 The Company may at any time replace its representative as referred to in clause 9.7.
[AMENDED: 18/05/2026]
- 11.6 In addition to satisfying the qualification and eligibility requirements set out in this Constitution, a Member must also satisfy the qualification and eligibility requirements set out in Section 69 of the Companies Act, 2008 as if the provisions of the Companies Act applies to this Constitution.
- 11.7 A Member of the Golf Committee must be a Member of the Club.

12 VACANCIES IN THE GOLF COMMITTEE

- 12.1 Any vacancy occurring in the Golf Committee during the year may be filled by co-opting such Members as may be necessary, and any person co-opted shall hold office for the remainder of the term for which his predecessor was elected.
- 12.2 Should the office of the Golf Director become vacant it shall be filled by a person determined by the Board.

13 POWERS AND DUTIES OF GOLF COMMITTEE

- 13.1 The Golf Committee is subject to the authority of the Board, which authority can be retracted or varied at any time in the Board's discretion.
- 13.2 Neither the Golf Committee nor any decision taken at the AGM may prescribe, make, vary, amend or alter any Club Rules, and only recommendations may be made for Board approval. Notwithstanding the foregoing, the Golf Committee shall, by a majority vote, have the limited power and authority only to adopt, prescribe, make, promulgate, vary, amend or alter such Conduct Rules as the Board may determine, provided that such Conduct Rules may not impose any obligation or liability on the Company without the Company's prior written consent.
- 13.3 The Golf Committee acts in an advisory capacity to the Board only and its powers and functions are limited to those stipulated in this Constitution and delegated to it by the Board, from time to time.
- 13.4 A key objective of the Golf Committee is to assist the Company in its efforts and to encourage, promote, foster and support the recreational, social, and sporting facilities and amenities offered by the Company via the Club and to establish Kingswood as a golf course of first choice in the Garden Route.
- 13.5 Subject to any resolutions or limitations imposed or directions given by the Board from time to time, the Golf Committee shall be entitled to exercise all such powers and authorities as are conferred upon it by the Board and as set out in this Constitution, provided that the Golf Committee shall under no circumstances have the power or authority to :-
 - 13.5.1 access or distribute any of Company's funds, profits, gains or assets to any person or to deal with them in any manner whatsoever;
 - 13.5.2 contract on its own behalf or on behalf of the Company; or
 - 13.5.3 cause or bring about any structural or permanent change to the golf course or to remove or plant any trees without the prior written approval of the Board.
- 13.6 The Golf Committee shall assist and advise the Board in relation to the operation and management of the Club, including :-
 - 13.6.1 assisting in the appointment of sub-committees, the Members of which need not be Committee Members, to have responsibility in regard to any matters affecting the running of the Club including, but not limited to :-
 - 13.6.1.1 social events;
 - 13.6.1.2 league or inter-club matches; and

- 13.6.1.3 competitions;
- 13.6.2 consulting with the Board in relation to the Conduct Rules and matters incidental thereto;
- 13.6.3 making Conduct Rules in relation to specific matters delegated to them from time to time by the Board; and
- 13.6.4 generally, advising the Board on all such other things as are incidental or conducive to the attainment of the above role and to the objectives set out in clause 13.4.

14 CHAIRPERSON OF GOLF COMMITTEE

The Golf Director or his alternate nominated by the Board shall have a vote at all meetings of the Golf Committee.

15 ABSENCE FROM MEETINGS

- 15.1 If any Member of the Golf Committee be absent from 2 (two) consecutive meetings of the Golf Committee without leave, such Member shall *ipso facto* cease to be a Member thereof.
- 15.2 Leave of absence may be granted to any member of the Golf Committee by the Golf Director, who shall not unreasonably withhold such consent.

16 REMOVAL AND ROTATION OF MEMBERS OF GOLF COMMITTEE

- 16.1 A Committee Member's office shall automatically terminate in the following circumstances :-
 - 16.1.1 he is no longer a Club Member;
 - 16.1.2 his estate being sequestrated, whether provisionally or finally, or if he surrenders his estate;
 - 16.1.3 he becomes a Defaulting Member;
 - 16.1.4 he is convicted for any offence involving dishonesty;
 - 16.1.5 he resigns from such office in writing delivered to the Golf Committee and the Golf Director;
 - 16.1.6 where, in terms of the Companies Act No. 71 of 2008 on the basis of being ineligible, disqualified or delinquent, he would be removed as a director of a company.

17 PROVISIONS COMMON TO GOLF COMMITTEE MEETINGS

- 17.1 At all meetings of the Golf Committee a quorum shall consist of not less than 3 (three) Members.
- 17.2 At least 7 (seven) days written notice or such shorter periods as the Chairperson may determine, shall be given of any Golf Committee meeting.
- 17.3 Unless otherwise determined by the meeting concerned, all proceedings at meetings of the Golf Committee shall be determined by the Chairperson and shall otherwise be in accordance with generally accepted practices.
- 17.4 All motions shall be proposed and seconded.
- 17.5 All matters shall be decided by majority vote on a show of hands unless before or on the declaration of the result of the show of hands a Member present at the meeting demands a poll which shall be determined by the votes of Members present in person or by proxy.
- 17.6 A poll shall be taken forthwith and in the manner directed by the Chairperson.
- 17.7 In the event of an equality of votes on a show of hands or a poll, the Chairperson shall be entitled to a second or casting vote.
- 17.8 The result of voting shall be the decision of the meeting.
- 17.9 No Member who is not in good standing shall be entitled to vote or be present or be represented at any Golf Committee meeting.

PART IV

18 ANNUAL GENERAL MEETING

- 18.1 An Annual General Meeting shall be held within 2 (two) months of the end of the Club's membership year and shall be held at such time and venue as the Golf Director, or failing him, the CEO of the Company, may determine.
[AMENDED: 23/03/2026]
- 18.2 The business to be transacted at an Annual General Meeting shall be –
 - 18.2.1 The election of the Golf Committee;
 - 18.2.2 Delivery and receipt of the Golf Director's report;
 - 18.2.3 The consideration of motions or other matters submitted by the Golf Committee to the meeting for referral to and consideration by the Board;
 - 18.2.4 The consideration of motions of which notice in writing have been given by any Member to the Golf Committee at least 10 (ten) days before the meeting

or as contemplated in clause 22.9 for referral to and consideration by the Board.

18.3 The Golf Director shall be notified in writing of all AGM's and he shall be entitled to attend and speak at all AGM's.

18.4 The AGM shall be chaired by the CEO of the Company, and in his absence, a person nominated by the Board.

19 SPECIAL GENERAL MEETINGS

19.1 The Golf Committee –

19.1.1 may at any time; and

19.1.2 shall within 14 (fourteen) days of receiving a written requisition or requisitions therefor signed by not less than 6 (six) Members specifying the purpose of such meeting, convene a Special General Meeting, of which written notice of not less than 21 (twenty- one) days shall be sent to all Members: Provided that the Golf Committee may in its discretion in special circumstances give shorter notice, but not less than 10 (ten) days. Such notice shall state the purpose of the meeting and no other business shall be transacted thereat.

19.1.3 The Golf Director shall be notified in writing of all SGM's and he shall be entitled to attend and speak at all SGM's.

19.2 The SGM shall be chaired by the CEO of the Company, and in his absence, a person nominated by the Board.

20 NOTICE OF MEETINGS

20.1 Notice of every Annual General Meeting convened in the terms of clause 18 shall, at least 14 (fourteen) days before the date of the meeting, be sent to every Member.

20.2 Such notice shall state the business to be transacted at the meeting and shall call for motions and nominations in terms of clauses 18.2.3 and 11.3 respectively.

21 PROXIES

21.1 A Member may be represented at a General Meeting by a proxy, who must be a Member of the Club.

21.2 To be effective at a meeting or adjourned meeting, a proxy together with the original or a certified copy of any power of attorney or other authority under which it is signed must be lodged with the Club before the commencement of

the meeting or adjourned meeting concerned but the Golf Committee may from time to time determine that such documents:

- 21.2.1 are to be lodged at a particular place; or
- 21.2.2 may be lodged during the meeting.
- 21.3 Notwithstanding the foregoing, the chairperson of the meeting may agree to accept a proxy tendered at any time during the meeting.
- 21.4 A proxy shall be valid for 1 (one) year unless it is stated on the proxy that it is only to be valid for a shorter period.
- 21.5 The instrument appointing a proxy shall be substantially in the following form:

"I/We,
_____, of
_____ being
a Member(s) of the Club hereby appoint
_____ of
_____ or
failing him _____ of _____,
failing him the chairman of the meeting as my/our proxy to vote for
me/us and on my/our behalf at the annual general or general
meeting (as the case may be) of the Club to be held on the
_____ day of _____ and at any
adjournment thereof as follows :

	In favour of	Against	Abstain
Resolution No _____	_____	_____	_____
Resolution No _____	_____	_____	_____
Resolution No _____	_____	_____	_____

(Indicate instruction to proxy by way of a cross in the space provided above.)

Unless otherwise instructed, my/our proxy may vote as he thinks fit.

Signed this _____ day of _____

Signature

(NOTE : A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead, and such proxy must also be a Member of the Club).

A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy

22 PROVISIONS COMMON TO GENERAL MEETINGS

- 22.1 A quorum at an Annual and Special General Meeting shall be 20 (twenty) Members in good standing present in person or represented by proxy.
- 22.2 If there be no quorum at a meeting, no business shall be transacted thereat and the meeting shall be adjourned for 7 (seven) days, provided that if the meeting is a Special General Meeting requisitioned in terms of clause 19.1.2, a meeting shall be dissolved.
- 22.3 If the date to which any meeting is adjourned is a public holiday, the adjourned meeting shall be held on the first succeeding business day.
- 22.4 A General Meeting at which a quorum is present may be changed to a time and place decided by the meeting.
- 22.5 No business shall be transacted at an adjourned General Meeting other than business capable of being considered and uncompleted at the meeting which was adjourned.
- 22.6 If there be no quorum at an adjourned meeting, the Members personally present within 15 (fifteen) minutes of the time fixed for the meeting, shall constitute a quorum.
- 22.7 No Member who is not in good standing shall be entitled to be present or be represented at any General Meeting or to vote.
- 22.8 A Member may appoint a proxy (who must be a Member).
- 22.9 Each Member may propose motions by delivering written notice thereof to the Club at least 10 (ten) days prior to the meeting or, if there is short notice thereof, such lesser period as the Chairperson of the meeting may determine.
- 22.10 All Members, excluding students, scholars and country members shall have one vote.

PART V

23 SERVICE OF NOTICES

- 23.1 Subject to clause 23.5 notices may be given by the Club to any Member by email at the email address furnished by the Member.

23.2 Notice of every General Meeting shall be given:

23.2.1 to every Member of the Club;

23.2.2 to the Golf Director; and

23.2.3 to the CEO of the Company.

No other person shall be entitled to receive a notice of General Meetings.

23.3 Any notice given in terms of this Constitution shall, if transmitted by e-mail be deemed to have been received by the addressee on the day following the date of successful transmission of such notice.

23.4 The signature to any notice given by the Club may be written or printed, or partly written and partly printed.

23.5 Any notice which is required to be in writing may be given by electronic communication to the addressee's e-mail address which that person normally uses in his communication with the Club, and vice versa.

23.6 The provisions of clauses 23.1 to 23.5 shall apply mutatis mutandis to any notices to be given to Members of the Golf Committee.

23.7 All Members are obliged to furnish the Club with their contact details including home and postal addresses, email (if applicable), and home and mobile telephone numbers and the onus rests with Members to ensure that updated information is conveyed to the Club.

24 VESTING OF PROPERTY

24.1 Unless otherwise determine in writing by the Company, all property acquired by the Club shall be vested in the name of the Company.

24.2 All monies received or receivable by the Club shall be paid into such bank account as the Board shall determine.

24.3 The Club may only use or expend such monies as may from time to time be authorized in writing by the Board for such purposes as the Board may approve before any such monies are expended.

25 RECORDS

25.1 The Golf Committee shall cause true records to be kept of –

25.1.1 the sums of money received and expended by the Club, and the manner in respect of which such receipt and expenditure takes place;

- 25.1.2 the assets and liabilities of the Club;
- 25.1.3 the minutes of all meetings held.
- 25.2 The Golf Director and the Company shall at all times have unrestricted access to the records referred to in clause 25.1.

26 AUDITOR

- 26.1 The Company shall appoint the auditor of the Club, who shall be paid from the income of the Club.
- 26.2 The auditor shall at all times have unrestricted access to the books of account and accounting records of the Club in order to provide the Company with any information or report on the affairs of the Club as the Company may require or determine.

27 AGREEMENTS AND THE SIGNING OF DOCUMENTS

- 27.1 The Club (being a division of the Company) shall not be entitled to conclude any agreements unless authorised thereto in writing by the Board. The contracting party shall in all instances be described as **"Kingswood Golf Club, a division of Kingswood HOA Properties (Pty) Ltd"**.
- 27.2 Unless otherwise authorized in writing by the Company, all agreements shall be signed by the Golf Director.

28 LIABILITY OF MEMBERS

The liability of all Members *vis-à-vis* the trade creditors of the Club shall be limited to their unpaid subscriptions.

29 GOLF RULES AND MATTERS INCIDENTAL TO GOLF

- 29.1 The Club shall have the golf rules as set out in Annexure A, which may be amended by the Company from time to time after consultation with the Golf Committee.
- 29.2 In this clause 29 the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:
 - 29.2.1 **"clubhouse"** means the clubhouse at Kingswood and includes all the golf related facilities within that building;
 - 29.2.2 **"club notice board"** means the notice board in the clubhouse on which all communications in respect of golf related matters requires to be made available to the Members;

- 29.2.3 “**guest**” means a person who is not a Member and who has been introduced to the Club by a Member and who has to be accompanied by a Member;
- 29.2.4 “**primary Member**” means an individual Member who bears the responsibility of his/her family who are Members;
- 29.2.5 “**Pro-shop**” when used as a noun, means the golf shop and the check-in area in respect of the golf course;
- 29.2.6 “**visitor**” means any person who is not a Member and who is visiting the Club for golfing purposes and who has not been introduced and is not accompanied by a Member.
- 29.3 Due to the confidential nature of information relating to Members, no Member shall be entitled to make a copy of, or extract from, any register of Members, neither may they receive such a copy or extract or use the same for any commercial or non-club related purpose whatsoever.
- 29.4 All Members shall be bound by any security, traffic or safety rules and arrangements imposed by the HOA insofar as they legitimately apply to the golf course, clubhouse and related facilities and the access and other roads which Members have occasion to use.
- 29.5 A Member may introduce not more than 3 (three) guests at any one time, and a Member shall be required to accompany those guests at all times.
- 29.5.1 All Members shall be responsible for ensuring that any guest they introduce to the Club adhere to the terms of this Constitution and the Rules, and Members shall be responsible for all debts incurred by their guests, be they in respect of goods or services supplied by the Club or in respect of any damage caused by the guest.
- 29.5.2 All Members shall be subject to the disciplinary code as set out in this clause 29 or elsewhere in this Constitution, both in respect of their own behaviour and in respect of the behaviour of their guests.
- 29.6 The Golf Director may at his discretion from time to time for specific occasions allow persons to play golf on the golf course at reduced green fees and he shall monthly furnish the Board and the Golf Committee with a report on persons so allowed and the occasions involved.
- 29.7 Every category of membership, except honorary Members shall be subject to the prescribed subscription, the amount of which, shall be determined by the Board from time to time and which shall be payable by the applicant Member on submission of his/her application for membership.
- 29.8 No paper, advertisement, notice or placard of whatever nature shall be displayed on the club premises or the notice board without the approval of the Golf Director.

DISCIPLINE

- 29.9 Should any Member, in the opinion of the Golf Committee, commit any breach of this Constitution or the Rules, or be guilty of improper, dishonest, unsportsmanlike or offensive conduct, or conduct likely to impact negatively on or to the discredit of the club, the Golf Committee shall have the power at its discretion to –
- 29.9.1 reprimand the Member;
 - 29.9.2 notify SCGU thereof;
 - 29.9.3 deprive the Member of all or any rights and privileges (but not the obligations) of membership for such period as the Golf Committee may deem fit;
 - 29.9.4 suspend the Member for such period as the Golf Committee may deem fit;
 - 29.9.5 require the Member to replace or repair to its previous condition any Club asset or asset for which the Club bears any responsibility which the Member has impaired or to fund the cost of such replacement or repair and to pay for any further costs related to the said impairment;
 - 29.9.6 call upon a Member, in writing, to resign and if the Member fails to resign within seven days, the Golf Committee may expel such Member;
 - 29.9.7 publish on the club notice board and/or in club newsletters the names of Members against whom disciplinary action has been taken;
 - 29.9.8 hold a Member responsible for the actions of any guest whom they have introduced, directly or indirectly, and to seek financial compensation from the Member in respect of any or all cost or losses which the Club may suffer as a result of the Member's guest's actions.
- 29.10 The powers set out in this clause 29 may be exercised by the Golf Committee only after the affected Member has been given the opportunity to make oral or written representations to the Golf Committee. The Golf Committee's decision shall be final and binding and not be subject to any form of appeal or revision.
- 29.11 Should a Member fail to pay his/her subscription or levy by the due date, the Golf Committee shall have the authority at its discretion and on written notice to the affected Member to:
- 29.11.1 reprimand the Member;
 - 29.11.2 suspend the Member for such period as it deems appropriate;
 - 29.11.3 publish the name of the Member on the club notice board and/or in club newsletters;

- 29.11.4 terminate the membership of the Member subject to any other rights the Club may have.

CADDIES

- 29.12 All arrangements regarding caddies shall be under the control of the Golf Director who shall determine whatever procedures and practices shall be followed in relation to caddies, it being understood that caddies are not as a general rule permitted in Kingswood.

30 STANDING AND SUB-COMMITTEES

A General Meeting or the Golf Committee may at any time appoint such committees with such terms of reference as may be considered desirable, as may be approved in writing by the Board.

31 AMENDMENT OF CONSTITUTION

The Board may amend any of the provisions of this Constitution or the Rules. For the avoidance of doubt it is provided that the Golf Committee shall not be entitled to amend any of the provisions of this Constitution or the Rules.

32 WINDING UP

- 32.1 The Board may dissolve the Club.
- 32.2 On dissolution the assets of the Club shall remain vested in the Company.