

HDGC · Constitution

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*An all-inclusive golf club free from discrimination —
for the people, by the people.*

Golf Club Constitution

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EST.2019

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1. Name:

The name of the Club shall be the "HDGC" (Hereinafter called "the Club").

2. The Club Insignia:

The insignia shall be the registered trade mark of the HDGC NPC, namely a shield coloured aubergine and green with a golf club dissecting half the shield at an angle with the apex pointing north west and a golf ball on a tee. The insignia shall be displayed on

all Club letter heads, official documentation, official attire, ties, badges or presentations made by

the Club. The Insignia may only be worn by members in good standing.

3. Definitions:

The definitions in the Memorandum of Incorporation of the Eastern Province Golf Union and the Golf Republic of South Africa shall apply to all undefined terms commencing with a capital letter

in this document. Further the definitions in this Constitution and the Memorandum of Incorporation also apply to the rules.

In this document, unless the contrary meaning is clear:

A reference to the masculine shall include the feminine gender. The singular shall include the plural

and vice versa.

3.1 Board refers to the Board of Directors of the HDGC NPC.

3.2 CAGM refers to the Annual General Meeting of the Club convened in terms of the Constitution.

3.3 Club Captain refers to the person that is elected at a CAGM to the position of Captain of the Club.

3.4 Club Chairperson refers to the person nominated annually by the Golf Committee and approved by the Board.

3.5 Golf Committee refers to the members that are elected annually at a CAGM to serve as members of the Golf Committee.

3.6 CEO refers to the Chief Executive Officer of the HDGC.

3.7 Director refers to a Director of the HDGC.

3.8 Director of Golf and Sports refers to the person appointed by the CEO of the Board to manage the Club golfing and sports operations.

3.9 Exco refers to the Golf & Clubhouse Executive Committee which shall consist of a minimum of 2 Directors of the HDGC, Club Captain, Men's and Ladies Vice-Captains, Chairperson of the Club, Chief Executive Officer of the HDGC, Finance Manager of the HDGC, Director of Golf and Sports, Clubhouse Manager plus any member(s) that the Exco may co-opt.

3.10 Full Member refers to a member in good standing of a particular membership category that

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is entitled to vote at a CAGM. A Full Member has full playing privileges and can take part in the annual Club Championship, Knock-out competitions and can represent the Club in league matches. Only full members can be co-opted into structures of the HDGC.

3.11 Greens Committee refers to the Director of Golf and Sports, Club Captain, Golf Course Service Provider, Course Marshall and any co-opted members.

3.12 Club Management refers to the Director of Golf and Sports, Clubhouse Manager, Finance Manager and the CEO.

3.13 Member shall refer to any person in any membership category.

3.14 Notice Boards refer to structures at the Club for notice purposes and shall include structures that allow for the electronic publication of information.

3.15 Rules refer to the rules of the Club and Clubhouse approved and amended by the Board from time to time in consultation with the Exco.

3.16 HDGC refers to the HDGC NPC, a non-profit company incorporated under registration number as allocated by CIPC.

4. Rules of Golf and Amateur Status:

The Club 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 Ltd and the decisions which it may from time to time take on the interpretation of the Rules of Golf and the Rules of Amateur Status.

The Club is constituted subject to the conditions and rules of the South African Golf Association

(SAGA), Women's Golf South Africa (WGSA) and Eastern Province Golf Union (EPGU) and membership to the Club implies the acceptance of any ruling of these Bodies on any matters referred to them for a decision.

Club membership is furthermore subject to the rules of the Club and Clubhouse, as published and amended from time to time by the Board.

5. Objectives of the Club:

5.1 To encourage, promote, foster and support all aspects of the game of golf among all members of the public, but in particular those from previously disadvantaged communities.

5.2 To use the golf course of the HDGC and manage and control all golfing activities within the parameters prescribed by the HDGC.

5.3 To collect or raise money on behalf of the HDGC, inter alia by means of subscriptions, contributions, levies, entrance fees, green fees, competition fees and sponsorships to ensure the continued viability of the Club.

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5.4 To do all such lawful things as are incidental or conducive to the attainment of all or any of the above objectives.

6. Rights, Liabilities and Indemnities:

6.1 Membership of the Club does not and shall not give any member a right, title, interest, claim

or demand to any of the monies, property, assets or intellectual property of the Club and/or any other structure the Club has agreements with, but only confers upon such member the right to and privilege of entering in and upon the grounds of the Humansdorp Development Golf Club Golf Course, whichever name gets assigned to the course, to use and enjoy the facilities of the HDGC used by the Club and Clubhouse and subject to the restrictions and changes as the Committee imposes and subject to this Constitution and the Rules of the Club and Clubhouse and the MOI and Rules of the HDGC.

6.2 The individual members shall not be liable for debts, contractual obligations or any other liabilities of the HDGC in relation to the Club and Clubhouse and their liability shall be limited solely to the amount due by them in respect of their outstanding subscriptions or other monies payable in terms of this Constitution and Rules and or the MOI and the Rules of the HDGC.

6.3 Members and guests shall comply with the provisions of the MOI and Rules of the HDGC, with which they shall familiarize themselves.

6.4 In the event of any conflict between the provisions of this Constitution and the MOI and Rules of the HDGC, the latter shall prevail.

6.5 This Constitution may be amended by the Board in consultation with the Exco at any time,

with the majority vote at an AGM or any Special General Meeting called for such purposes, when and to the extent required by the Board.

6.6 The indemnities provided for in the MOI of the HDGC shall apply mutatis mutandis in relation to any liability the HDGC may incur in respect of a member of the Club.

7. Membership:

A member of the Club shall be entitled to the privileges of the Club as may be determined by the

Exco from time to time and will comprise of the following classes of membership:

7.1 Gold Membership (Green Fees included)

7.1.1 Combined Gold Membership (Married Couple / Living together spouses) (Full Member)

7.1.2 Family Membership (Full Member) (Husband, wife and children, children must be under 18)

7.1.3 Main Member (Full Member)

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7.1.4 Spouse (Full Member)

7.1.5 Member 24-35 years of age (Full Member)

7.1.6 Full-time Student (Full Member)(Under 24 years old)(must be a card carrying student - no UNISA or correspondence student registration)

7.1.7 Junior Member (under 18 years). (Restricted membership – not a Full Member)

7.1.8 Weekday Member is restricted to playing on weekdays from Monday till Friday with the exclusion of Public Holidays. (Restricted membership – not a Full Member)

7.1.9 Sunrise Weekday Member will tee off on weekday mornings only, excluding Public Holidays. (Restricted membership – not a Full Member)

7.1.10 65+ Member (Full Member) is a member who has been a Full Member continuously for 10 years and of a minimum age of 65 and shall be liable for 50% of annual subscriptions and pay no green fees. The exemption shall commence on the 1st calendar month of attaining the prescribed minimum age of 65 or upon completion of 10 years of membership after the age of 65.

A member over the age of 70 shall enjoy the same privileges as a 65+ Member, but only be liable for 30% of annual subscriptions and no green fees. (Full Member)

7.2 Silver Membership (Green Fees excluded)

7.2.1 Combined Silver Membership (Married Couple / Living together spouses) (Full Member)

7.2.2 Main Member (Full Member)

7.2.3 Spouse (Full Member)

7.2.4 Member 24-35 years of age (Full Member)

7.2.5 Full-time Student (Full Member)

7.2.6 Junior Member under 18 years. (Restricted membership – not a Full Member)

7.2.7 Sunrise Weekday Member will tee-off on weekday mornings only, excluding Public Holidays. (Restricted membership – not a Full Member)

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7.2.9 Country Club Member is entitled to be handicapped at Humansdorp Development Golf Club, have Silver Sunrise Weekday Member privileges and have access to all facilities, as well as access to the Clubhouse. (Restricted membership – not a Full Member)

7.2.10 Weekday Member is restricted to playing on weekdays from Monday till Friday with the exclusion of Public Holidays. (Restricted membership – not a Full Member)

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7.3 Country Member must not reside and have no place of business within 60 (sixty) kilometres

from the Club and must be a full member of an affiliated Club. (Restricted membership – not a Full Member)

7.4 Honorary Member is a person who holds a special public or other position or who has conferred a special benefit upon the Club and has, on recommendation of the Committee, been awarded honorary membership of the Club by the Board for such period and subject to such conditions as the Exco may determine. (Restricted membership – not a Full Member)

7.5 Honorary Life Member (Full Member) is a member who has conferred a particular benefit upon the Club and has, on recommendation of the Committee, been awarded honorary life membership by the Board.

7.6 The Exco will be entitled to confer any other class of membership with the prior approval of the Board.

7.7 Management may, in its sole discretion, upon written application by a member clearly indicating

the merits of such a request, change a member's membership to a different category of membership during the year. A penalty as determined by the Exco from time to time may apply where a request is made for a membership category to be downgraded during the course of a year, if required.

7.8 The total number of members of the Club shall not exceed such number as the Exco may, from time to time, decide upon.

7.9 Where the provisions of 7.8 supra are in effect, the Exco shall institute a waiting list of all persons

applying for membership of the Club on a first-come-first-served basis.

7.10 Membership fees shall be calculated on a sliding scale in relation to income, as determined by

the Board and Exco.

7.11 Admission of Members:

7.11.1 All Membership shall be open to all residents of Kouga, in particular the previously disadvantaged communities.

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7.11.2 A prospective member shall apply for membership in writing by completing the prescribed application forms and remitting the entrance and subscription fees payable.

7.11.3 A prospective member will be interviewed by the Director of Golf and Sports and all references to past memberships to other clubs will be verified as to good standing, as determined by Exco from time to time.

7.11.4 Upon completion of the application forms, remittance of entrance and subscription fees, a prospective member may make use of the golf facilities of the HDGC subject to the application being displayed by Management on the Club notice boards for a period of 14 (fourteen) days for members' information and/or objection.

7.11.5 Membership to the Club will only be confirmed after the above 14 days' notice period has lapsed and subject to resolution of objections received by Management.

7.11.6 Management reserves the right to reject any membership application in its absolute and sole discretion with the approval of the Board.

7.12 Resignation:

7.12.1 Members acknowledge that their membership to the Humansdorp Development Golf Club is for a continuous 12-month calendar year. Early termination shall incur the prescribed penalty as determined by the Exco from time to time.

7.12.2 Annual resignation from the Club must be in writing addressed to the Club Management and must be received by no later than the last business day of November of each subscription year. Failure thereof shall lead to the automatic cancellation of membership on the 1st day of January of the ensuing year.

7.12.3 Where a membership has lapsed, such a member will have to re-apply for membership by completing the prescribed application forms and be liable to pay the prescribed

entrance fee as well as the subscription fees and undergo the 14-days' notice period outlined in 7.10.3 above.

7.12.4 Requests for resignations of memberships during the year must be addressed to the Exco in writing by giving at least 20 business days' notice of the proposed resignation date. A member will be refunded the pre-paid subscription fees for the remainder of the year, pro-rata, subject to the application of an early cancellation penalty as determined by the Exco from time to time.

7.13 Obligations of the Member:

7.13.1 To at all times strictly adhere to the HDGC Code of Conduct and conduct him/herself in a manner becoming of a golfer whilst making use of the Club's facilities including the Clubhouse which includes strict adherence to and compliance with golf etiquette, proper on/off-course conduct, respect for fellow golfers and residents of the Estate, and compliance with instructions issued by golf and security officials of the Golf course.

7.13.2 Players are expected to at all times carry a sand bag and ensure they and their playing partners rake bunkers, repair pitch marks, fill divots and discard litter into the containers provided on the course.

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7.13.3 The lowest handicap golfer in the playing group will be responsible for preventing slow play by the group.

7.13.4 The SAGA handicap system requires each player to enter his gross score after each round of play for handicap purposes. The Exco reserves the right to amend a handicap if a player does not enter all his scores timeously.

7.13.5 Members will not engage in any conduct that is deemed by the Exco to be prejudicial to the interests or reputation of the Club.

7.13.6 To pay the annual and other fees as determined by the Exco.

7.13.7 To pay and make good to the HDGC any loss or damage which the HDGC may sustain through any act of default of the member, his guests or family members.

7.13.8 To notify the Club of any change in address, telephone and mobile telephone numbers and email address in writing.

7.13.9 To refrain from late-cancellation of tee time bookings or not showing up for play when booked. Booking privileges may as a result be restricted.

7.13.10 To at all times treat members of Management and staff of the Club, clubhouse and HDGC in a respectful and courteous manner.

7.14 Termination/Suspension of Membership:

Membership may be suspended or terminated by the Board at its sole discretion if the member should:

7.14.1 Exhibit unsatisfactory behaviour, deportment or appearance in the Club or Clubhouse.

7.14.2 Be found guilty of dishonest conduct in terms of the rules of golf and the handicap system.

7.14.3 Permit membership cards to be used by a non-member.

7.14.4 Misuse of the golf tee-time booking facility.

7.14.5 Fail to pay dues, fees or Club accounts in a proper and timely manner.

7.14.6 Fail to abide by the Constitution and Rules of the Club and/or the MOI and the Rules of the HDGC.

7.14.7 Treat Management, employees or personnel of the Club and Clubhouse or HDGC in an unacceptable manner.

7.14.8 Cause malicious damage to the property of the Club, Clubhouse or HDGC.

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7.14.9 Breach any of his other obligations to the Club.

7.15 Entrance fees, Annual Subscriptions and Payment of Accounts:

7.15.1 The entrance fee for members shall be an amount determined by the Exco and may

change from time to time. The Exco shall have the right in its discretion to waive entrance fees, or determine the manner of their payment.

7.15.2 All subscriptions shall be paid annually in advance, on or before the 31st day of January

or alternatively by debit order which must be in place by this date. The Club reserves the right to levy a surcharge on monthly payments.

7.15.3 New members shall pay the applicable subscription as from the 1st day of the month in which membership is applied for. Annual subscriptions will be prorated on a monthly basis.

7.15.4 Any member who upgrades category of membership during the year shall become liable for any increase in subscription for the remaining period of the year.

7.15.5 Members shall not be entitled to any rebate of or reduction of subscription by reason of absence unless the Exco in its absolute discretion has granted such rebate or reduction as in the case of continued illness or infirmity of a member or in other exceptional circumstances as deemed acceptable to the Exco.

7.15.6 The Exco shall announce annual subscriptions fees 60 (sixty) days in advance before they become payable by the members.

8. Club Annual General Meeting (CAGM)

8.1 The CAGM of the Club shall be held annually at a date and time as determined by the Exco.

8.2 Notice of the CAGM shall be displayed on the Notice Board not later than 21 (twenty one) days prior to the date of such meeting.

8.3 An agenda of business to be conducted at the CAGM shall be displayed on the Notice Board not later than 7 (seven) days prior to the date of such meeting.

8.4 The Club Chairperson and, in his absence, the Club Vice Chairperson, Club Secretary or one of the Captains will serve as Chairperson at the AGM.

8.5 No business other than that for which due notice has been given shall ordinarily be transacted at the CAGM.

8.6 Any motions received shall be on the prescribed notice forms and shall be displayed on the Notice Board not later than 7 (seven) days prior to the date of such meeting.

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8.7 Only members present in person at the CAGM shall participate in the business of the meeting, or will be eligible for elections if such are required.

8.8 A minimum of 50% (fifty percent) of total membership shall form a quorum for purposes of the meeting.

8.9 Business to be conducted at the CAGM shall be:

8.9.1 To read the notice convening the meeting.

8.9.2 To confirm the minutes of the previous CAGM.

8.9.3 To receive the Club Captain's Annual Report on the activities of the Club for the period under review.

8.9.4 To present the Club Chairperson to the meeting.

8.9.5 To elect the Club Captain.

8.9.6 To elect the Club Vice-Captains.

8.9.7 To elect the Golf Committee.

8.9.8 To deal with any motion(s) proposed and adopt resolution(s) concerning the affairs of the Club, not of a financial nature, of which due notice has been given.

8.9.9 Motions raised from the floor for which no due notice have been given in the prescribed format will only be dealt with at the sole discretion of the Chairperson of the CAGM.

8.10 Voting Process:

8.10.1 Only Full Members over the age of 18 (eighteen) years who are in good standing shall be entitled to vote at a CAGM.

8.10.2 The Chairperson shall not have a casting vote in addition to his deliberate vote.

8.10.3 Voting on motions received shall be by a show of hands, but shall be by ballot taken immediately if desired by more than three members present.

8.10.4 Voting for the election of the Captain, Vice-Captains and the Committee members shall be by ballot.

8.10.5 When any ballot is necessary, 2 (two) scrutineers shall be appointed by the Chairperson amongst the members present.

8.10.6 Ballot papers shall only be issued to members in good standing.

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8.10.7 Members must vote for no more than the same number of candidates as there are vacancies, provided that no more than one vote may be cast for any one candidate.

8.10.8 Where two or more candidates have received an equal number of votes, the members present at the CAGM shall elect one of the candidates by means of a further ballot paper.

9. Golf Committee

9.1 The Golf Committee shall consist of the following:

9.1.1 The Club Chairperson (1 year term) (Overlapping with Club Captain's term)

9.1.2 The Club Secretary (1 year term)

9.1.3 The Club Treasurer (1 year term)

9.1.4 The Club Captain (1 year term)

9.1.5 The Club Ladies Captain.

9.1.6 3 (three) additional members, who must be in good standing and not all of the same gender.

9.1.7 Each of the top 3 (three) i.e. Chairperson, Secretary and Treasurer, may co-opt any member to deputize them at their own discretion.

9.2 Responsibilities of the Golf Committee:

The Golf Committee shall:

9.2.1 Adjudicate upon and settle disputes between members pertaining to the rules of golf, rights, privileges and duties of any member, if submitted in writing.

9.2.2 Appoint sub-committees in the arrangements of any matters pertaining to golf, including disciplinary issues, fund raising, sponsorship, arrangements of competitions, social matters, etc.

9.2.3 Enforce local rules.

9.2.4 Appoint such representatives and delegates as it may deem necessary to liaise and attend EPGU meetings on behalf of the Club.

9.2.5 Co-opt members in good standing to fill any vacancy amongst their numbers as may occur during their office.

9.2.6 Co-opt further members if deemed necessary.

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9.2.7 In conjunction with Management determine the closure of the course for competitions, matches, course maintenance or otherwise.

9.2.8 Make, vary or alter any rules of the Club, concerning dress, etiquette, starting times and method of scoring for competitions to be confirmed by the Exco.

9.2.9 Assist Management with the Clubs' annual diary.

9.3 Meetings of the Golf Committee:

9.3.1 Golf Committee shall meet monthly or at least 10 (ten) times annually.

9.3.2 A minimum of 4 (four) Golf Committee members form a quorum.

9.3.3 Any Golf Committee member who absents himself from 3 (three) consecutive meetings without leave shall cease to be a Committee member.

9.3.4 Proper minutes of all Golf Committee meetings will be recorded and circulated within 7 days to the Chair of the meeting and within 14 days to the Exco.

10. Election of Golf Committee:

10.1 The Golf Committee shall be elected at the CAGM and shall hold office as such from the date of the election of the member until the date of the ensuing CAGM except the Club Captain who shall be elected and hold office until the second CAGM following upon the CAGM at which the Club Captain was elected.

10.2 Golf Committee Members shall be eligible for re-election.

10.3 Nominations of candidates who are to be elected as Golf Committee members shall be in writing, signed by two members of the Club as proposer and seconder, as well as the nominee, indicating acceptance, and shall be delivered to the office of Management who will display it on the notice boards of the Club at least 7 days prior to the date of the CAGM.

10.4 Only Full Members are eligible to be nominated to be elected as Golf Committee members.

10.5 Members voting for the election of the Golf Committee shall be entitled to cast any number of votes provided that the number of votes cast shall not exceed the number of vacancies to be filled and that not more than one vote may be cast for any one candidate.

10.6 The ballot boxes shall be under the control of the Chairperson or his nominee who shall open them and count the votes in the presence of two scrutineers nominated by the Chairperson of the CAGM and who shall not include any of the nominees.

10.7 Where two or more candidates have received an equal number of votes, the members present at the CAGM shall elect one of the nominees concerned by means of a further ballot.

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10.8 Members will vote for the committee members in the following order:

10.8.1 Club Captain.

10.8.2 Club Ladies Vice – Captain.

10.8.3 Club Men's Vice – Captain.

10.8.4 Additional members.

11. The Disciplinary Committee

11.1 The Disciplinary Committee shall be responsible for the enforcement of all Rules including the Disciplinary Code as published from time to time.

11.2 The Disciplinary Committee shall consist of the Club Chairperson, Club Captain, and CEO of the HDGC or his designated HDGC representative(s). The Board shall have the right to nominate any number of additional persons to the Disciplinary Committee to ensure good governance, independence and impartiality at the meetings.

11.3 At each meeting of the Disciplinary Committee the members of the Disciplinary Committee will elect a Chairperson for the duration of that meeting.

11.4 The Club Chairperson will act as the convener of the Disciplinary Committee.

11.5 The Committee shall be entitled to impose upon Members such penalties in respect of non-compliance or other breach of the obligations imposed upon Members in terms of this Constitution and/or Rules as published from time to time.

11.6 The Disciplinary Committee shall be responsible for the mediation and enforcement of penalties with regard to all Rules of the Club.

11.7 The prescribed procedures in this regard are as follows:

11.7.1 The Disciplinary Committee shall upon receipt of a written complaint against a member of the Club appoint a representative of its choice to act as mediator to informally meet with the complainant and the affected member within a reasonable time period in order to mediate a settlement of the complaint. The mediator shall notify the Disciplinary Committee of the outcome of the mediation within 7 days of completion of the mediation process.

11.7.2 Where a mediated settlement has not been reached, the Disciplinary Committee shall convene a meeting of the Disciplinary Committee within 30 days of receipt of such notice from the mediator.

11.7.3 The proceedings at such a meeting of the Disciplinary Committee shall comply

with the principles of natural justice. A full record of the minutes of the meeting shall be kept in the minute book.

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11.7.4 Oral and/or written submissions to the Disciplinary Committee will be heard from any party connected to the proceedings. A member will be allowed representation of his choice.

11.7.5 After considering all the facts presented to the Committee, and after obtaining further information or testimony where required, the Committee will record its finding and recommendations in writing.

11.7.6 The parties to the complaint will be notified of the outcome of the hearing in writing within 14 days of the meeting, subject to Clause 11.7.7 below.

11.7.7 The Disciplinary Committee shall not have the authority to suspend or cancel the membership of any member without having obtained the prior approval of the Board, who may convene further meetings if deemed necessary by the Board.

11.7.8 Any member sanctioned with suspension of membership or expulsion from the Club, once confirmed by the Board, shall be precluded from all privileges of membership of the Club.

11.7.9 The Club reserves the right to notify the SAGA, WGSa and EPGU of any sanction, suspension or cancellation of membership of the Club.

12. Right to Appeal:

12.1 A member will have the right to appeal the finding of the Disciplinary Committee, which appeal will be adjudicated by the Exco in the case of a Club related complaint, or in the case of a breach of the Rules of the HDGC, then by the Board of the HDGC.

12.2 Notice of an appeal must be in writing and must be received by Management within 5 (five) working days of the outcome of the disciplinary hearing having been delivered to the member. Where a notice of appeal had not been submitted within the prescribed time period, the member will be deemed to have accepted the finding of the Disciplinary Committee.

12.3 The appeal will be heard within 30 (thirty) days and the member will be notified of the outcome in writing within 14 (fourteen) days after the conclusion of the appeal hearing.

12.4 Subject to Clause 11.7.7 above, the decision of the appeal body will be final and binding on the parties.

13. Disclaimer of Liability:

All persons entering the HDGC premises or using the HDGC facilities used by the Club do so at their own risk and all such persons shall be responsible for their own safety and for the care of

their belongings. Neither the HDGC nor the Management, nor HDGC Directors, employees, agents nor contractors shall be liable for any injuries (including loss of life) incurred by such

persons or loss or damage to their belongings, whatever the cause.

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14. Notices and Special Notices:

Club's notices to members shall be displayed on the notice boards, website, and/or via electronic

sms, WhatsApp, Social Media or email. This posting shall be regarded as sufficient notice to each individual member.

15. Restrictions:

Neither the Exco nor the Golf Committee shall be authorized to adopt any decision without prior Board approval that may have a material impact on the financial situation of the Club.