

# **CONSTITUTION OF THE BEDFORDVIEW COUNTRY CLUB**

**With amendments up to and including the 2007 AGM.**

This Constitution supersedes any previous constitution  
and shall be subject to such amendments as may be made from time to time.

## **1. NAME**

The Club shall be known as the "THE BEDFORDVIEW COUNTRY CLUB" and is hereinafter referred to as The Club .

## **2. OBJECTIVES**

The objectives of the club shall be to operate and function as a Non-Profit Organisation for the promotion, organisation and co-ordination of activities of a recreational, sporting and social nature, and to these ends:

- 2.1. To hold organise and arrange competitions and matches.
- 2.2. To ensure and secure the provision of the necessary facilities including, but not limited, to fields, lighting, pavilions, refreshment facilities, change rooms, parking areas.
- 2.3. To raise funds in any manner decided upon by the Club Committee which in its opinion are considered necessary or desirable to enable the club to fulfill these objectives.
- 2.4. To fulfill all the objectives of a recreational, sports and social club and to do all such things as may be necessary or incidental to such objectives.

## **3. INDEPENDENT LEGAL PERSONALITY**

- 3.1. By this constitution, and by its objectives and its activities the Club shall be a separate legal "persona" with perpetual succession and with the capacity to lease property for itself and likewise to acquire other rights and incur obligations.
- 3.2. The assets of the Club shall vest in the club, which shall hold such assets for itself as distinct from its individual members, and the individual members shall have no right in or to any assets of the Club.
- 3.3. Under no circumstances shall the assets of the Club or any part thereof be distributed to members in the form of a dividend or a share out of profits or remaining funds. In the event of the Club being dissolved, the assets shall be disposed of to such other tax-exempt body/bodies having similar objectives to that of the Club or to approved public benefit organisations as the Club Committee may decide.
- 3.4. The Club may sue or be sued in its own name and the right of decision to sue or to defend shall vest with the Club Committee.

## **4. COLOURS**

- 4.1. The colours of the Club shall be dark blue and light blue (Oxford and Cambridge

Blue)

- 4.2. All blazers, kit, tracksuits or other garments worn by members shall be approved by the Club Committee from time to time. The Committee shall have the right to sanction a change of Club Colours where this is necessary in the case of alternative sporting kit for the purpose of avoiding a clash of colours with opposition teams.

## 5. MEMBERSHIP

- 5.1. **SENIOR MEMBERS** i.e. Those persons who are members of a sporting section of the Club, and have full use of the sporting and social facilities of the Club.
- 5.2. **JUNIOR MEMBERS** i.e. Those persons who meet all the criteria of senior members, but who are not yet 19 years old.
- 5.3. **STUDENT MEMBERS** i.e. Those persons who meet all the criteria of senior members, but who are able to produce a valid full time student card.
- 5.4. **RETIRED MEMBERS** i.e. Those persons who are members of a sporting section of the Club, and who are either over 65 years of age or are able to produce a valid pensioner's card.
- 5.5. **SOCIAL MEMBERS** i.e. Those persons who wish to use the social facilities of the Club, but do not participate in any of the sporting activities
- 5.6. **SPORTS MEMBERS** i.e. Those persons who wish to use the sporting facilities of the Club without being a member of a section.
- 5.7. **SPECIAL MEMBERS** i.e. Parents of junior members who, while not *bona fide* members of the Club, have the right to vote on behalf of their child/ren at sectional level only.
- 5.8. **HONORARY LIFE MEMBERS** i.e. Those members who, prior to 1/1/1991, have had such membership conferred upon them by the Bedfordview Country Club in terms of its Constitution which members shall enjoy all the privileges of a Senior Member as defined in Clause 5.1.

In addition, in consultation with Virgin Active, the Club Committee shall have the right to confer Honorary Life Membership on any person whom it is satisfied has rendered outstanding service or has brought great credit to the Club. Once conferred in this class of membership, the membership shall thereafter not be withdrawn.

- 5.9. **HONORARY MEMBERS:** Bedfordview Country Club Honorary Membership may be conferred by the Club Committee on an annual basis on such person who:
  - 5.9.1. Holds some public office, or
  - 5.9.2. Has or will render special services to or on behalf of the Club.
  - 5.9.3. Volunteer coaches, who are not paid for their services, of any sports team.

Honorary members shall be subject to the Rules & Regulations of the Club and shall enjoy the privileges of membership without the payment of subscriptions. Honorary Members shall not be entitled to a vote at Club meetings, but may vote at Sectional meetings at the discretion of the section concerned.

- 5.10. Every member shall become a member of Bedfordview Country Club on such terms and conditions as that body may from time to time decide.

- 5.11. Every candidate for admission to the Club shall be proposed and seconded by a member in good standing. Every application for membership shall first be submitted to the section concerned for approval and only thereafter to the Club Committee. The Club Committee, whose decision shall be final, shall be entitled to accept or reject any candidate without giving any reasons therefore. All applications for membership shall be on the prescribed form and accompanied by the necessary entrance fee (if any) and subscription. Any candidate who has been a member of any other Club must produce the necessary clearance certificate from that club. No applicant may be notified that he/she has been elected as a member of the Club before his/her application has been accepted by the Club Committee.
- 5.12. A member may at any time, by giving notice in writing to the Secretary, resign his/her membership of the Club, but shall continue to be liable for any subscription due and unpaid at the date of resignation.
- 5.13. Every member is entitled to a copy of the Club Constitution on request. All members shall be bound by the Club Constitution and Club Bye-laws in every respect.
- 5.14. Membership does not and shall not give to any category of member any right, title, interest claim or demand in or to any monies, profits, assets or property of the Club. It only confers on such member the right and privileges of entering in and upon the grounds and buildings of the Club and of using and enjoying the facilities of the Club, subject to such reasonable restrictions as the Club Committee may impose from time to time.

## **6. VISITORS**

A visitor may only allowed on the Club Premises once per calendar month, except when participating in a competition or match. No visitor, who was previously a member of the Club and was suspended from the Club, will be allowed on the Club Premises unless as part of an opposition team.

## **7. ENTRANCE FEE AND ANNUAL SUBSCRIPTION**

- 7.1. As per the Management Agreement between Bedfordview Country Club and Virgin Active, fees are paid annually. Virgin Active shall determine the annual subscription to be paid in accordance with the August CPI figure each year.
- 7.2. The Club Committee and Sectional Committees shall have the power to levy their members as may be required to meet the needs of the section and/or the Club.
- 7.3. Members in default with either the Club or any section shall not be eligible to hold any office of the Club or any section or be entitled to vote.

## **8. GENERAL MEETINGS**

### **8.1. ANNUAL GENERAL MEETINGS**

- 8.1.1. The Annual General Meeting will be held on the second Wednesday of March each year. Notices of Annual General Meetings shall be displayed on

the Club Notice Boards in the sectional clubhouses at least 21 days prior to such meeting.

- 8.1.2. Members will only be individually advised should there be a change to the day stipulated in Clause 8.1.1.
- 8.1.3. Nominations for the position of Chairman, Vice Chairman, Treasurer and Club Secretary are to be made public on the notice boards of the Club 21 days prior to the Annual General Meeting.
- 8.1.4. Nominations for these positions shall close 7 days prior to the Annual General Meeting. Acceptance by the nominee must be clearly endorsed. If no such nomination is made the matter will revert to the business of the Annual General Meeting.
- 8.1.5. The office bearers shall be elected at an Annual General Meeting at which no less than 75% of the sections are represented. All office bearers shall hold office from the date of the Annual General Meeting which elected them.
- 8.1.6. Quorum: The quorum for an Annual General Meeting shall consist of the Sectional Chairman (or his/her appointed nominee, who must be a member entitled to vote) from not less than 75% of the sporting sections of the Club.
- 8.1.7. The business of the Annual General Meeting shall be:
  - 8.1.7.1. To receive the Chairman's report and the Annual Financial Statements
  - 8.1.7.2 To elect officers for the ensuing year
  - 8.1.7.3 To elect an Auditor for the ensuing year
  - 8.1.7.4. To conduct any other competent business
- 8.1.8. Voting: All questions arising at an Annual General Meeting shall be decided by a Majority Vote. In the event of equality of votes, the Chairman shall have a casting vote in addition to his/her deliberate vote.
- 8.1.9. Proxies: Any member eligible to vote but not able to attend a meeting may appoint a proxy to vote on his/her behalf. Such appointment shall be in writing duly signed and be in the hands of the Club Secretary not less than twenty four hours prior to the advertised time of the meeting. Any proxy so appointed shall be a member of the Club in good standing.

## **8.2. SPECIAL GENERAL MEETINGS**

- 8.2.1. The Club Committee may call a Special General Meeting of members for whatever purpose they deem necessary.
- 8.2.2. Upon a requisition made in writing by not less than 100 members, the Club Committee will convene a Special General Meeting of Members. Any such requisition shall be lodged with the Club Secretary, and shall state fully the reason and objectives of the meeting. The Meeting must be convened for the purposes specified and for those purposes only, and must be held within one month of being lodged. Notice of such meeting shall be served on members by post or electronic communication. All business to be transacted must be clearly set forth in the notice.
- 8.2.3. Quorum:
  - 8.2.3.1. The Quorum for a Special General Meeting, requested by the Club Committee, shall consist of the the sectional chairman or his/her

appointed nominee (which nominee must be a member entitled to vote) from not less than 75% of the sporting sections of the Club. Should a quorum not be present, the meeting shall stand adjourned for 7 days. The members present at any adjourned meeting shall constitute a quorum. Notices of adjourned meetings shall be posted on the Club Notice boards not less than 5 days prior to the proposed meeting.

8.2.3.2. A quorum for a Special General Meeting, requested by not less than 100 members who are entitled to vote, shall consist of 75% of the members who have requested such meeting. Should a quorum not be present, the meeting shall be cancelled.

8.2.4. Voting: At Special General Meetings, however, the majority will be 75% of the members personally present and entitled to vote. Voting shall be by a show of hands or by ballot, if demanded by a majority of those present.

8.2.5. Proxies: No proxies may be used at a Special General Meeting requested by the members.

## **9. OFFICER BEARERS**

The office bearers of the Club shall be:

- 9.1. Chairman
- 9.2. Vice Chairman
- 9.3. Immediate Past Chairman
- 9.4. Treasurer
- 9.5. Club Secretary

## **10. CLUB COMMITTEE**

10.1. Shall consist of:

- 10.1.1. A Club Chairman who shall be elected for an initial two year period
- 10.1.2. A Vice Chairman who shall act as Chairman in the absence of the Chairman
- 10.1.3. The immediate Past Chairman
- 10.1.4. The Club Treasurer
- 10.1.5. The Club Secretary
- 10.1.6. The Chairman of each Section of the Club

10.2. The Club Committee shall meet at least once in each calendar month (with the exception of December) on the advice of the Chairman of the Club Committee, and, in addition, as often as necessary for the transaction of business. If the date of such meeting was not decided at the previous meeting, a minimum notice period of 7 days shall be given to all club committee members.

10.3. The duties of the Club Committee shall be to:

- 10.3.1. Attend to the requirements of the various sporting sections.
- 10.3.2. Scrutinise all correspondence incoming and outgoing to/from the Club.
- 10.3.3. Approve or reject all applications for Club and/or Sectional membership of

the Club, and keep records of all resignations.

- 10.3.4. Table and approve the financial statements from the previous month.
- 10.3.5. Attend to any other business considered to be appropriate by the Chairman.
- 10.3.6. Cause proper records, a register of attendance, and Minutes of Meetings to be kept.
- 10.3.7. Liaise with Virgin Active management, the fields contractors, the beverage/ catering operator/s.
- 10.4. The Chairman shall have both a deliberative and casting vote.
- 10.5. Should any member of the Club Committee fail to attend more than 3 consecutive meetings without a valid reason (as may be determined by the Club Committee), then he/she will forfeit the right to remain a member of the Club Committee. In such event, the Section concerned will be asked to nominate a replacement. In the event of this being an office-bearer, the Club Committee has the right to co-opt an alternative to the position until the next Annual General Meeting.

## **11. POWERS OF THE CLUB COMMITTEE**

- 11.1. The Club Committee shall have the full power and authority to do any act, matter or thing which could or might be done by the club excepting such matters as are in this constitution specially reserved to be dealt with at an Annual General Meeting, or a Special General Meeting. Without in any way restricting or limiting the general powers conferred herein, it is specially provided that the Club Committee shall, subject to it being in law permitted and not being in conflict with the terms of any agreement to which the Club is a party, have power to apply for and renew from time to time such necessary licence/s for the purposes of the sale of liquor or other articles and commodities upon the Club Premises which shall only be purchased by members, opposition team players, visitors and persons attending functions being held at the Club.
- 11.2. The Club Committee shall have the power to appoint Attorneys, Clerks, Agents or any other persons for any matter deemed fit by the Club Committee.
- 11.3. The Club Committee shall control all finances of the club and shall have the power to determine the manner in which such finance shall be administered. The Club Committee shall also have the power to create any special fund or funds for such purpose as it may deem fit. All funds, assets and monies received or receivable by the club or any Section of the club shall be the property of the Club as a whole and to the exclusion of the individual members.
- 11.4. The Club Committee shall have power to co-opt additional members, appoint subcommittees and to delegate any of its powers to such subcommittees who shall report back to the Club Committee.
- 11.5. The Club Committee shall have the power to attend to all matters pertaining to the sporting and social activities of the club.
- 11.6. The Club Committee shall have the power to make rules and bylaws not in conflict with any provision of this constitution.

## **12. FINANCES**

All funds, assets or monies received or receivable by the Club or any section of the Club shall

be deposited regularly in an interest bearing account with a recognised Institution which shall be administered by the Club Committee under the following rules:

- 12.1. No section will be permitted to have a deficit balance. The Club Committee, if it has funds available, or any other section may agree to assist a section financially subject to mutually acceptable terms.
- 12.2. The Treasurers of each section must be informed of:
  - 12.2.1. The name of the banking institution,
  - 12.2.2. The address of the institution,
  - 12.2.3. The Club's account number.
- 12.3. All funds and interest collected by the Club or the sections shall be deposited regularly to the credit of the Clubs' banking account. Monies due to the sections shall be held by the Club for the account of the sections and shall be at all times reasonably available.
- 12.4. Cheque signing powers shall be held by:
  - 12.4.1. Club Officers: Club Chairman  
Club Vice Chairman  
Club Treasurer  
Immediate Past Club Chairman  
Club Secretary
  - 12.4.2. Administrative Staff: VA Sports Administrator.

Cheques shall be signed by one Club Officer and the Sports Administrator. All withdrawal forms shall be signed by any persons nominated by each sectional committee on behalf of their section.
- 12.5. Electronic payments shall be approved by one Club Officer and the Sports Administrator.
- 12.6. Sectional balances shall be held for the individual sections as a whole and to the exclusion of the section's individual members. Each section will be entitled to receive a list of transactions recorded on its sectional statement at monthly intervals.

### **13. FINANCIAL YEAR END**

The financial year end of the Club shall be 31st December each year.

### **14. UNBECOMING CONDUCT AND EXPULSION OF MEMBERS**

- 14.1. In the event of there being a complaint against a member of unbecoming conduct, or of willful breaking of any one or more of the rules or by-laws or of breach of the Constitution of the Club or of one of its sections, two levels of disciplinary action may be taken depending upon the transgression viz. at Club level or at Sectional level.
- 14.2. In the event of the complaint being at Club level the Club Committee shall appoint a Club Disciplinary Committee to consider the complaint.
- 14.3. The Disciplinary Committee shall invite the member concerned and (if applicable)

his/her accuser to appear before them. He/she shall be given the opportunity to explain his/her actions and to defend the complaint. If the member fails to appear and gives no valid reason for such failure or is found guilty of the complaint, the Club Disciplinary Committee may either:

- 14.3.1. Expel such member who shall not be eligible for re-election as a member within ten years, or
  - 14.3.2. Deprive such member of any or all of the rights, benefits and advantages of membership for such period as it may deem advisable, or
  - 14.3.3. Call upon such member to resign forthwith and, if the member fails to comply, apply clause 14.3.1. of the section, or
  - 14.3.4. Take any less severe action deemed to be adequate.
  - 14.3.5. Following the complaint being heard, the Disciplinary Committee shall notify the Club Committee in writing forthwith of any action taken.
- 14.4. If the complaint is at sectional level, the Section concerned shall appoint a Sectional Disciplinary Committee in terms of their own rules to deal with the matter.
- 14.4.1. In the case of a Sectional Disciplinary Committee the powers of expulsion shall be limited to expulsion from the Section concerned.
  - 14.4.2. Notwithstanding that the complaint/offence is at a sectional level, the Club Committee shall have the right to direct that the matter be considered as if the complaint or offence had been at Club level. Whereafter it shall be deemed to be at Club level.
  - 14.4.3. In the case of the matter having been considered by a Sectional Disciplinary Committee, the member concerned shall have the right of appeal to the Club Disciplinary Committee. Such appeal is to be noted within 14 days of the date of the Sectional Committee's decision having been communicated to the member in writing.

## **15. APPEALS COMMITTEE**

- 15.1. Any member aggrieved by the decision of the Club Disciplinary Committee (whether as a committee of first instance or as an appellate body) shall have the right of appeal to the Appeals Committee, as hereinafter defined, after having complied with the following formalities.
- 15.2. The appeal shall be noted in writing within 14 days of the member having been advised in writing of the decision which forms the subject matter of the appeal.
- 15.3. The notice shall clearly set out the portion of the decision which is being appealed against and state clearly whether it is the finding of the Committee or the disciplinary action pursuant thereto or both which is being appealed and shall further advance reasons why the decision should be reversed or otherwise interfered with.
- 15.4. Simultaneously with the delivery of the notice of appeal pay to the Sports Administrator the sum of R500.00 or such higher amount as the Club Committee may from time to time decide.
- 15.5. The decision of the Appeals Committee shall be final.
- 15.6. The Appeals Committee shall consist of:
  - 15.6.1. The Club Chairman plus two Club members appointed by the Club Committee. Such persons shall not be members of the same section as the member appealing.

- 15.6.2. No person, who was a member of a Disciplinary Committee hearing the matter previously, shall be eligible for appointment to the Appeals Committee.
- 15.7. If the Appeal is successful the member shall be refunded any amount paid in terms of Clause 15.4. above.
- 15.8. The Appeals Committee shall have the power to alter, vary, rescind or set aside the findings of and or penalty imposed by the Committee.

## 16. SECTIONS

### 16.1. Constitution of a new Sporting Section:

Sporting sections whose aims are consistent with the objectives of the Club shall be entitled, after compliance with the following conditions, to constitute themselves a section of the Club, provided there is not an existing section of the same nature.

- 16.1.1. Submit a draft constitution for the envisaged section for approval of the Club Committee which constitution shall inter alia provide for the election of a Chairman, Vice Chairman, Secretary and Treasurer to be elected at an Inaugural General Meeting of the Section.
- 16.1.2. Submit the names of founder members who shall be members of the proposed section which shall not be less than 20 in number together with such fee as the Club Committee may from time to time decide, all of whom shall state that they agree to pass the proposed constitution of the section.
- 16.1.3. Attend an Inaugural General Meeting at which:
  - 16.1.3.1. At least 50% of the Club Committee shall be present
  - 16.1.3.2. At least 80% of the founder members shall be present
  - 16.1.3.3. At least 75% of the members present shall vote in favour of adopting the tabled Constitution.
- 16.2. No person shall be Chairman or Treasurer of more than one Section of the Club.
- 16.3. Each section shall, at the discretion of the Club Committee, be affiliated to the recognised Union or Association governing the activity of the section concerned.
- 16.4. The Club Committee shall have the power to:
  - 16.4.1. Call a General Meeting of the members of any section or sections.
  - 16.4.2. Cancel or withhold the use of any ground, buildings or area granted to that section upon a vote taken at a properly constituted meeting of the Club Committee, at which at least 75% vote in favour of such action.
- 16.5. The Chairman of the Club Committee shall be an ex-officio member of all sectional committees.
- 16.6. Each section shall draw up alter and amend its own Constitution and By-laws which shall be subject to the approval of the Club Committee. No such Constitution or Bye-laws shall be in conflict with the Club Constitution. The sectional constitutions are to be lodged with the Club Committee.
- 16.7. Each section shall present an Annual Report and Financial Statements of the Section to the Club Committee within seven days of the date of its Annual General Meeting.
- 16.8. The Club Committee shall have full control over sections in all matters.

16.9. The Club Committee shall have the power to call at any time for any books or records of any Section and to investigate any aspect of the affairs of any Section.

**17. SALES ON CLUB PREMISES**

No refreshments or liquor may be consumed on Club Premises except that sold or provided by the Club directly or through their appointed agents.

**18. ALTERATION OF THE CONSTITUTION**

Alterations to this Constitution may be effected only at Annual General Meetings. The proposals for amendments and alterations should be in the form of Notice of Motion, setting out the reasons for such changes and referring to the clauses of the Constitution which are affected. The Notice need not propose the precise change in wording, provided that the motivation and intentions are clearly stated. Such Notices of Motion should be in the hands of the Club Secretary six weeks before the proposed date of the Annual General Meeting at which such notices are to be considered. No proposed alteration to this Constitution shall be of force or effect unless it has been passed by a simple majority at the Annual General Meeting at which it is proposed.

**19. INTERPRETATION**

The Club Committee shall have the power to decide all questions arising out of and not provided for in this Constitution, and its decisions shall be binding upon all members of the Club.