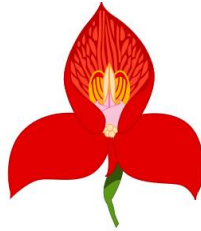




**CONSTITUTION OF THE WESTERN PROVINCE GOLF  
UNION**

**Adopted 20 July 2020**

**(Including amendments up to 26 June 2023)**



**WESTERN PROVINCE GOLF UNION  
CONSTITUTION  
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## 1. STATUS AND NAME

- 1.1. The name of the Union is the Western Province Golf Union and shall be known as Western Province Golf (“WP Golf”).
- 1.2. WP Golf is a result of the amalgamation of the two former controlling bodies of amateur golf in the Western Province being the Western Province Golf Union (“WPGU”) and Women’s Golf Western Province (“WGWP”) and is the successor-in-title to both bodies.
- 1.3. WP Golf is constituted subject to the constitutions and rules of the South African Golf Association (“SAGA”) and Womens Golf South Africa (“WGSA”) and membership hereof implies the acceptance of any ruling of these Bodies on any matters referred to them for a decision.
- 1.4. WP Golf has been formed:
  - 1.4.1. To promote, advance, protect and foster the game of golf within its boundaries by maintaining the traditions and uniform observance of the Rules of Golf by its affiliates and individual playing members;
  - 1.4.2. To safeguard, manage and administer the interests of WP Golf and its members;
  - 1.4.3. To bring about and maintain close co-operation between its Affiliated Clubs and the individual players thereof;
  - 1.4.4. To provide and form an organisation which caters for the needs of all golf players, irrespective of gender, age, race,

religion or belief, sexual orientation or disability; and, in particular, to form an organisation that creates a close working relationship between men's and women's golf.

- 1.5. WP Golf shall be a Body Corporate, having an existence independent of its Members with perpetual succession. Members shall not be liable to meet the debts, engagements and liabilities of WP Golf and the liability of Members shall be limited solely to the amounts due by them in respect of subscriptions and levies or other monies payable in terms of this Constitution.
- 1.6. WP Golf shall be capable of being registered as a Nonprofit Organisation in terms of section 13 (read with section 1) of the Nonprofit Organisations Act, Act No 71 of 1997 and WP Golf shall apply for such registration forthwith.
- 1.7. WP Golf's income and property will not be distributable to its members or office-bearers, except as reasonable compensation for goods supplied and/or services rendered and members or office-bearers will have no rights in the property or other assets of the Club solely by virtue of their being members or office-bearers.

## **2. OBJECTS**

The objects of WP Golf shall be:

- 2.1. to operate as a non-profit organization that promotes and encourages the playing of the game of golf.
- 2.2. to promote, advance and protect the interests of the game of golf within the Territory and to perform all such acts as may be deemed

advisable in the interests of the game of golf or of WP Golf.

- 2.3. to formulate, control and regulate golf competitions held from time to time under the auspices of WP Golf, and such other events as may from time to time be determined.
- 2.4. to organise, administer and arrange for participation by golfers, either as individuals or as members of teams, in provincial and/or national tournaments, matches and events.
- 2.5. to consider and give decisions and rulings on all questions and disputes in regard to golf which may arise or be submitted to WP Golf from time to time.
- 2.6. to advise Affiliated Clubs on any matters relating to course management, control and construction.
- 2.7. to aid, assist and generally promote the interests of its Affiliated Clubs, whether financially or otherwise.
- 2.8. to give advice to all Affiliated Clubs and to afford means whereby disputes and differences between Affiliated Clubs may be settled.
- 2.9. to maintain the uniform observance of the Rules of Golf and the traditions of the game of golf by its Affiliated Clubs and the individual Playing Members constituting such Affiliated Clubs.
- 2.10. to further and safeguard the interests of WP Golf and its Affiliated Clubs and to take such steps as are deemed necessary or expedient for this purpose.

- 2.11. to promote a drug free environment in the sport;
- 2.12. to promote equitable access to the sport for all;
- 2.13. to raise, administer and disburse funds in order to carry out the objects herein specified;
- 2.14. to publish bulletins, journals or publications or to conclude arrangements with other persons in order to publicise the activities of WP Golf and its Affiliated Clubs and to disseminate matters of interest to Affiliated Clubs and to players thereof;
- 2.15. to purchase, sell, lease or otherwise acquire and to dispose of movable and immovable property; to encumber such property by way of mortgage or other bonds and to deal with such property in any such way as WP Golf may deem fit;
- 2.16. to erect, construct, alter, maintain, manage and control any buildings or other erections;
- 2.17. to invest any funds not immediately required in mortgage bonds over immovable property, government, municipal stocks or shares, on fixed deposit or savings accounts with banks or sound financial institutions;
- 2.18. to perform the function of rating the golf courses of those clubs falling under its jurisdiction for the purposes of handicapping; and
- 2.19. in general, to do all such things and perform all such acts as WP Golf may deem expedient in the interests of its members which are not calculated to hinder the attainment of the objects of any law or are unreasonable in relation to the members or public.

### 3. DEFINITIONS AND INTERPRETATION

In this constitution, unless the context shall otherwise require:

- 3.1. **Affiliated Club** shall mean any golf club affiliated to WP Golf in terms of this Constitution and such Affiliated Clubs shall be the members of WP Golf.
- 3.2. **Affiliation Fee** means the fee to be paid by the Affiliated Clubs in terms of clause 4.
- 3.3. **Business Day** means any day other than a Saturday, Sunday or South African public holiday.
- 3.4. **Day** means Business Day, except where calendar day is indicated.
- 3.5. **Executive** shall mean the Executive Committee of WP Golf constituted in terms of clause 7.
- 3.6. **General Manager** shall mean the person appointed by the Executive, on a professional basis, to administer the affairs of WP Golf.
- 3.7. **GolfRSA** means Golf RSA NPC, registration number 2016/185236/08, a non-profit company with limited liability duly constituted and registered in terms of the Companies Act 2008;
- 3.8. **Nonprofit organisation** means, as defined in the **Nonprofit Organisations Act 71 of 1997**, a trust, company or other association of persons:

- 3.8.1. established for a public purpose; and
- 3.8.2. the income and property of which are not distributable to its members or office-bearers except as reasonable compensation for services rendered.
- 3.9. **Playing Member** shall mean a person who is a member of an Affiliated Club.
- 3.10. **President** shall mean the President elected in terms of sub-Clause 7.1.1.
- 3.11. **SAGA** shall mean the South African Golf Association or its successor(s) in title.
- 3.12. **Territory** means the area or district defined from time to time by the Demarcation Board of South Africa and SAGA (or its successor(s) in title) as the Cape Town Metropole situated in the Western Cape Province of the Republic of South Africa.
- 3.13. **WP Golf** shall mean the Western Province Golf Union.
- 3.14. **Vice Presidents** shall mean the Vice Presidents elected in terms of sub-Clauses 7.1.2 and 7.1.3.
- 3.15. **Voting:**
- 3.15.1. **Simple majority** means the majority of votes cast.
- 3.15.2. **Absolute majority** means the majority of those present and entitled to vote.



- 3.15.3. Special majority means more than two-thirds of the votes of those present and entitled to vote.
- 3.16. **Western Cape Golf Union** shall mean a Union to be established to cater for the administration of amateur golf in the Province of the Western Cape and shall include any body established under a different name for a similar purpose.
- 3.17. **WGSA** shall mean Womens Golf South Africa or its successor(s) in title.
- 3.18. **WGWP** shall mean Womens Golf Western Province, now amalgamated with WP Golf.
- 3.19. In case of doubt as to the meaning of any paragraph hereof, the interpretation of the Executive shall be binding upon Affiliated Clubs until such time as the Council may otherwise determine at a General Meeting. Any decision made by the Council at a General Meeting under the provisions of this paragraph shall not affect the validity of any act done or omitted in terms of a prior valid ruling given by the Executive.

#### **4. AFFILIATION**

- 4.1. WP Golf is constituted as a result of the amalgamation of Womens Golf Western Province and the Western Province Golf Union and the unification of these two controlling bodies in the Territory.
- 4.2. WP Golf shall remain a member of the South African Golf Association in respect of affiliated amateur men members and of Womens Golf South Africa in respect of affiliated amateur women members,

- 4.3. WP Golf shall remain loyal to the National Controlling Bodies (including GolfRSA) for amateur golf in the Republic of South Africa and shall obey and honour all the obligations and duties imposed upon it by the said National Controlling Bodies, their Constitutions and any legal rules made by them.
- 4.4. Each Affiliated Club shall pay to WP Golf the Affiliation Fee and such further levies as may be prescribed from time to time at an Annual General Meeting of WP Golf or at a Special General Meeting of WP Golf called for this purpose, except that the Executive Committee, may without the consent of an Annual General Meeting or Special Meeting, raise annual affiliation fees by no more than 10 % per annum from the previous year's figure.
- 4.5. Liability for payment of affiliation fees and levies, if and when prescribed, by an Affiliated Club shall accrue as from the first (1st) day after the financial year end of such Affiliated Club and such affiliation fees and levies shall be paid by not later than sixty (60) days after an invoice has been issued to such Affiliated Club by WP Golf. In respect of new members joining an Affiliated Club after its financial year end, such Affiliated Club shall notify WP Golf on a monthly basis during the financial year term of the admission of any such member and the affiliation fees and levies in respect of such member(s) shall be paid by the Affiliated Club to WP Golf by not later than thirty (30) days after subsequent quarterly invoices have been issued to such Affiliated Club by WP Golf.
- 4.6. The annual affiliation fee and any levies payable by an Affiliated Club shall be based per capita on the number of players belonging to and handicapped by the golf clubs of such Affiliated Club. The affiliation

fees of new players collected as per clause 4.5 above shall be paid over to WP Golf on a monthly basis.

- 4.7. When making payment to WP Golf in terms of sub-clause 4.5 each Affiliated Club shall send to the General Manager the following particulars as at the 1st day of January – the number, names and addresses of golf clubs affiliated to it and the number of players handicapped at each such golf club, including the composition of same as either male, female, male senior, female senior, male junior or female junior.
- 4.8. No Affiliated Club ceasing its membership of WP Golf for whatever cause, shall be entitled to a refund of any amount, or portion thereof, paid by it to WP Golf in terms of the foregoing.

## **5. MEMBERSHIP**

- 5.1. Any recognised and properly constituted golf club or golf section of any club, within the Territory, having its own golf course, or a right, in terms of an agreement with the landowner at specified times and on specified days to the use of a public, Municipal or other golf course, shall be eligible for membership of WP Golf.
- 5.2. Application for membership shall be submitted to the Executive, which shall have the power to accept or reject such application in its discretion.
- 5.3. All such applications shall be accompanied by a copy of the club's constitution and rules, a list of the executive officers of the club, and a statement showing the number of members of the club.

- 5.4. An Affiliated Club shall cease to be a member of WP Golf if:
  - 5.4.1. it resigns from WP Golf in writing;
  - 5.4.2. payment of its Affiliation Fee has not been effected by a date determined as 60 days following the financial year end of each club, unless in special circumstances the Executive Committee have agreed to accept payment by some alternative date;
  - 5.4.3. its membership is terminated in terms of clause 8.4.5.1;
- 5.5. The Executive Committee may, upon receipt of an application in writing from an Affiliated Club whose membership has been terminated in terms of clause 5.4, reinstate such Affiliated Club upon such terms and conditions as it may decide.
- 5.6. Membership of WP Golf shall not give to any club or member of the Executive Committee any individual right, title, interest, claim or demand in or to any of the monies, property or assets of WP Golf.

## **6. MANAGEMENT**

The affairs and activities of WP Golf shall be managed by the Executive Committee acting under the authority conveyed to it by this Constitution or by any mandate given to it by the Members in an Annual General Meeting or Special General Meeting.

## **7. THE EXECUTIVE COMMITTEE**

- 7.1. The Executive Committee shall consist of:

- 7.1.1. a President, who shall be elected at the Annual General Meeting in each year and who shall hold office until the conclusion of the next succeeding Annual General Meeting, but who shall not hold office for more than four (4) consecutive years. A year thereafter he or she shall again be eligible for nomination to serve on the Executive and as President if so elected.
- 7.1.2. a Vice-President (Men), who shall be elected at an Annual General Meeting and who shall hold office until the conclusion of the next Annual General Meeting.
- 7.1.3. a Vice-President (Women), who shall be elected at an Annual General Meeting and who shall hold office until the conclusion of the next Annual General Meeting.
- 7.1.4. a Treasurer who shall be elected at an Annual General Meeting and who shall hold office until the conclusion of the next Annual General Meeting.
- 7.1.5. a minimum of four (4) and a maximum of eight (8) members who shall be elected at the Annual General Meeting and who shall hold office until the conclusion of the next Annual General Meeting.
- 7.2. No person shall be eligible to be elected to any one of the positions set out in clauses 7.1.1, 7.1.2 and 7.1.3 hereof unless such person has served a minimum period of one year as a member of the Executive Committee or equivalent body of WP Golf or of the WGWP or their predecessors in title.

**7.3. Retiring office bearers**

7.3.1. In the event that a President has served for any period of two successive years (“the period”), he or she shall be required to be nominated for the office of President as if he or she had not served for the period.

7.3.2. In the event that a President has served for a period of three successive years, as contemplated in clause 7.3.1 above, he or she shall not be required to be nominated for his or her fourth year of office; and

7.3.3. Vice-Presidents shall be eligible for re-election without nomination.

7.4. The Executive Committee shall have the power to appoint, in addition to the above, a maximum of two additional committee members who shall hold office until the conclusion of the next Annual General Meeting.

7.5. All nominations for election to the Executive Committee shall be made in writing and must be received by the office of Union not later than fourteen days before the Annual General Meeting. The Executive shall, no later than seven days before the relevant meeting, notify all Affiliated Clubs of WP Golf of the names of the candidates and the clubs to which they belong.

7.6. Other than the President, at least three (3) members of the Executive Committee will be persons of the same gender.

- 7.7. In all cases where nominations exceed vacancies a ballot shall be taken in such manner as the President shall determine.
- 7.8. In the absence of nominations, the persons holding office at the time of any election shall be deemed to have been re-elected for the ensuing year. No member of the Executive Committee shall be nominated or re-elected unless he has previously agreed in writing to accept nomination and to serve if elected.
- 7.9. The President, Vice-President, or any member of the Executive, who absents himself or herself from two consecutive meetings of the Executive Committee without leave of absence having been granted to him or her may, at the discretion of the remaining members of the Executive Committee, be deemed to have forfeited his or her seat, and the vacancy so caused shall be deemed a casual vacancy.

## **8. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

- 8.1. The Executive shall have the power to do all things necessary to carry out and promote the objects of WP Golf. Without limiting the powers and duties of the Executive and in addition to such other powers as are conferred upon the Executive in this Constitution, the powers and duties of the Executive shall include the following:
  - 8.1.1. to pass, amend or rescind bye-laws for the regulation and administration of the affairs of WP Golf and its Affiliated Clubs;
  - 8.1.2. to appoint personnel to assist in the administration of the affairs of WP Golf;

- 8.1.3. to consider applications for membership to WP Golf and to accept or reject same;
- 8.1.4. to fill vacancies in respect of nominated members of the Committee for the unexpired period of such a member's term of office. The Executive shall notify all Affiliated Clubs of the name of the person appointed to fill such vacancy;
- 8.1.5. to appoint sub-committees from among its number, or otherwise, for such purposes and upon such terms as may be considered desirable and to delegate such powers thereto as may be necessary;
- 8.1.6. to summon, at any time, a Special General Meeting of WP Golf;
- 8.1.7. to receive moneys and authorise expenditure in accordance with the objects of the Constitution;
- 8.1.8. to open banking accounts in the name of WP Golf; and
  - 8.1.8.1. to resolve the manner in which such accounts may be operated on; and
  - 8.1.8.2. to ensure that the financial transactions of WP Golf are conducted by means of such banking accounts;
- 8.1.9. to depute and authorise office bearers of WP Golf to act on its behalf in the acquisition and alienation of property and in the conduct of any legal or other proceedings brought by or against WP Golf;



- 8.1.10. to prescribe rules for the conduct of golfing events arranged by WP Golf or its Affiliated Clubs and to issue rulings and interpretations on any matters submitted to it or falling within the jurisdiction of WP Golf;
- 8.1.11. to deal with any matter, condition and circumstance arising for which specific provision is not made in the Constitution;
- 8.1.12. to consider and decide upon all questions and disputes submitted to WP Golf and arising out of matches between teams of clubs competing in WP Golf's competitions. The Executive Committee shall also be constituted as a Committee of Appeal to obtain interpretations when required, upon the rules of golf, and to decide any question arising in any game of golf, and the decision of the Committee thereon shall be accepted as final and binding, by all clubs;
- 8.1.13. to determine and vary the rating of the course of any Affiliated Club from time to time;
- 8.1.14. to determine rules relating to the eligibility of Playing Members to represent their Affiliated Clubs, participate in leagues, and represent WP Golf and to vary such rules from time to time;
- 8.1.15. to nominate WP Golf's delegates to the Executive Committee of the Western Cape Golf Union, once such body is established;
- 8.1.16. to institute, conduct or defend any legal proceedings by or

against WP Golf or the members of its Executive Committee acting in their capacity as such;

8.1.17. to select players and teams to represent WP Golf in golf matches or competitions and to determine the manner in which colours shall be awarded and to award the same;

8.1.18. to organise, promote and stage golf tournaments, championships and competitions; and

8.1.19. to select teams to represent WP Golf in matches arranged against other Unions, Associations, Provinces, Clubs and Organisations.

8.1.20. subject always to the provisions of clause 2, to set long and short term goals for WP Golf and to define the short-term year-to-year management policies and strategies to be followed by the General Manager.

8.2. All documents required to be signed by or on behalf of WP Golf shall be signed by at least 2 (two) members of the Executive Committee (one of whom shall be the President) or by the President and such person employed by WP Golf specially appointed to do so by the Executive Committee. The day to day management of WP Golf shall be done by the Executive Committee and such person employed by WP Golf and which shall have such powers and duties as provided for in this Constitution or as delegated to it by the Committee.

8.3. All assets of WP Golf shall be held or registered in the name of WP Golf and all liabilities shall likewise be incurred in the name of WP Golf.

#### 8.4. **Disciplinary Powers**

The Executive Committee shall have the power to appoint, at such times and for such purposes as the Executive Committee may deem fit, a sub-committee dealing with disciplinary matters (“the disciplinary committee”) which shall consist of at least three members, at least a majority of whom shall be members of the Executive Committee other than the President and the Vice-Presidents. This sub-committee shall have the following powers:

8.4.1. to convene a disciplinary enquiry to enquire into the conduct of an Affiliated Club, a Playing Member or a player;

8.4.2. to summon a Playing Member, player or representatives of Affiliated Clubs to attend such enquiry;

8.4.3. to determine the rules of procedure for such enquiry, provided that such rules of procedure comply with the rules of natural justice;

8.4.4. to determine, by majority vote if the members are not unanimous, whether such conduct is:

8.4.4.1. if committed by an Affiliated Club, amount to the conduct of such Affiliated Club’s affairs in an irregular or improper manner or a wilful breach of the provisions of this Constitution;

8.4.4.2. a breach of the Rules of Golf; or

8.4.4.3. a breach of the Rules of Amateur Status; or

- 8.4.4.4. a breach of the standards of etiquette required of golfers in general; or
  - 8.4.4.5. conduct unbecoming of a golfer; or
  - 8.4.4.6. conduct which could bring WP Golf or the game of golf into disrepute, if the fact of such conduct became known; or
  - 8.4.4.7. any combination of the above.
- 8.4.5. to impose one or more of the following punishments:
- 8.4.5.1. suspension or termination of the membership of an Affiliated Club or Playing Member;
  - 8.4.5.2. a formal reprimand;
  - 8.4.5.3. a fine;
  - 8.4.5.4. suspension of an Affiliated Club or Playing Member from playing in or attending at competitions for a period of time;
  - 8.4.5.5. removal of a Playing Member from representative teams or from Union office;
  - 8.4.5.6. suspension of a Playing Member from selection for representative teams for a period of time;

8.4.5.7. any combination of the above whether in the alternative or otherwise.

8.4.6. Any person who is found to be guilty of any of the offences set out in clause 8.4.4 above and is punished in terms of clause 8.4.5 above shall have the right of appeal against the finding of guilt and/or the punishment to a Committee consisting of the President, a Vice-President and one other member of the Executive Committee, which member shall not have been a member of the disciplinary committee which made the finding of guilt and/or which imposed the punishment. Such appeal shall be noted by the giving of written notice to the Executive of such appeal within fourteen days after the handing down of the decision of the disciplinary committee unless the Executive Committee shall have granted an extension of such time period in which case they shall lay down the extended time limit.

## **9. MEETINGS OF THE EXECUTIVE COMMITTEE**

9.1. A meeting of the Executive Committee shall be called by the President within 30 days of the Annual General Meeting.

9.2. The Executive shall meet no fewer than four times per annum.

9.3. The President:

9.3.1. may, at any time; and

9.3.2. shall, on a written request of at least three members of the Executive Committee;

convene a special meeting of the Executive Committee. Such request shall state the purpose for which the special meeting is to be convened.

- 9.4. At least three days' notice of Executive Committee Meetings shall be given to all members of the Executive Committee.
- 9.5. At all meetings of the Executive Committee the President or, in his or her absence, each of the Vice-Presidents shall be Chairperson in rotation; but should both be absent, the members present shall appoint a Chairperson from amongst their number.
- 9.6. Each member of the Executive shall have one vote, and in the event of an equality of votes the Chairperson shall have a second or casting vote. No paid official of WP Golf shall have a vote.
- 9.7. At any meeting of the Executive Committee, one half of the Executive Committee shall constitute a quorum for the transaction of business.
- 9.8. The President shall *ex officio* be a member of all sub-committees.
- 9.9. Decisions and actions taken, other than those of a routine nature, shall be recorded in the form of minutes.

## **10. GENERAL MEETINGS**

- 10.1. The Annual General Meeting of WP Golf shall be held within three months of the conclusion of the audit and the approval of the final Annual Financial Statements by the Executive and, in any event, before the end of May in each year. Notwithstanding the foregoing, the

Executive shall have the power to fix the date of the Annual General Meeting at some other reasonable time in extraordinary circumstances.

10.2. A Special General Meeting of WP Golf may be called by a resolution of the Executive or by a requisition signed by an appointed representative of the governing bodies of any three Affiliated Clubs. Such requisition shall state the reason for which such meeting is called.

10.3. **Delegates**

Every Affiliated Club shall be entitled to appoint delegates to General Meetings as follows:

10.3.1. Each Affiliated Club shall, irrespective of the size of its membership, be entitled to at least one delegate, subject to a maximum of three delegates, calculated on the basis that Affiliated Clubs consisting of:

10.3.1.1. 1 to 150 members shall have one (1) delegate;

10.3.1.2. 151 to 300 members shall have two (2) delegates;  
and

10.3.1.3. More than 300 members shall have three (3) delegates.

10.3.2. The names of the delegates must be given by Affiliated Clubs in writing to the General Manager not less than 15 minutes before the Annual General Meeting.

10.3.3. No delegate shall represent more than one Affiliated Club.

10.3.4. **Notice**

The General Manager shall give Affiliated Clubs 30 (thirty) days' written notice of any General Meeting, by postal mail, facsimile or electronic mail. The notice shall specify the venue, date and time of the meeting.

10.3.5. **Business**

Any Affiliated Club wishing to:

10.3.5.1. propose a motion for decision at a General Meeting;

10.3.5.2. place an item for discussion and/or voting on the Agenda of a General Meeting; and/or

shall advise the General Manager not less than 21 (twenty-one) days before the date of such General Meeting of such item and shall state precisely the nature of business to be dealt with.

10.4. **Agenda**

The agenda together with the report of the Executive, audited Financial Statements for the previous financial year and specifying the business to be discussed at any General Meeting shall be sent to Affiliated Clubs by postal or electronic mail or facsimile at least 14 (fourteen) days prior to the date upon which the meeting is to be



convened.

10.5. **Voting at General Meetings**

10.5.1. Each delegate representing an Affiliated Golf Club shall cast his vote/s *en bloc*, based on the membership of said Affiliated Club at the 31st day of December in the previous year.

10.5.2. With the exception of the election to the Executive, which shall be by ballot, all matters, including Resolutions shall be determined by a show of hands, unless a ballot be demanded by the delegates from two Affiliated Clubs.

10.5.3. The scrutineer, who shall be appointed by the Chairperson, need not be a delegate.

10.5.4. Amendments to the Constitution must be carried by a special majority.

10.5.5. Election of the Executive must be by an absolute majority.

10.5.6. Other decisions may be taken by a simple majority vote.

10.6. **Quorum**

Delegates representing one half or more of all Affiliated Clubs shall form a quorum for any General Meeting. In the absence of a quorum the Meeting shall stand adjourned for two weeks, when those present shall form a quorum.

10.7. **Business of the Annual General Meeting**

The business of the Annual General Meeting shall be:

- 10.7.1. to read the notice convening the Meeting;
- 10.7.2. to confirm the Minutes of the previous Annual General Meeting and any special General Meeting held during the year;
- 10.7.3. to read and confirm the Report of the Executive;
- 10.7.4. to read and confirm the audited Financial Statements for the previous financial year;
- 10.7.5. to confirm the affiliation fees to be paid by the members of WP Golf for the current financial year;
- 10.7.6. to elect the members of the Executive Committee in terms of Clause 7;
- 10.7.7. to consider and pass (without amendment) resolutions amending and altering the Constitution of WP Golf for which due notice has been given and tabled on the agenda;
- 10.7.8. to confirm the details of the WP Golf provisional fixture list for the ensuing year;
- 10.7.9. to appoint the auditor of WP Golf;

- 10.7.10. to transact any special business which has been placed on the agenda; and
- 10.7.11. to transact any general business without notice (other than an amendment to the constitution) with which the meeting may decide to deal.
- 10.8. The President, or in his or her absence, either of the Vice-Presidents, shall preside at all Annual General Meetings and, should all be absent, the meeting shall appoint a Chairperson.
- 10.9. The Executive Committee shall call at least one meeting of the Captains of the Affiliated Clubs per annum. The business of such meeting shall be:
  - 10.9.1. to consider the tournament schedule for the following calendar year;
  - 10.9.2. to consider league matters;
  - 10.9.3. to discuss course ratings; and
  - 10.9.4. to consider any other business of which due notice has been given in terms of clause 10.3.5.2.
- 10.10. **Electronic Participation In Meetings**
  - 10.10.1. This Constitution does not limit or restrict the authority of the Union to conduct any General Meeting or meeting of any other constituent body of the Union by electronic communication.

10.10.2. Access to the available medium or means of Electronic Communication will be at the expense of the Union.

## **11. FUNDS AND ACCOUNTS**

- 11.1. WP Golf shall provide the necessary bookkeeping, financial accounting and external auditing services to enable the Executive Committee to perform its function.
- 11.2. Transactions specifically related to expenditure directly attributable to the activities of men's golf and women's golf will be managed and reported on separately in WP Golf's accounting systems. WP Golf shall keep full, proper, and true accounts of all revenue and expenditure and shall submit to each annual general meeting properly verified financial statements of WP Golf.
- 11.3. WP Golf shall operate the banking account and any other funds of WP Golf. All drawings made on WP Golf's bank account shall be authorised by two members of the Executive.
- 11.4. The funds of WP Golf shall be invested in the name of WP Golf and operated on in such manner as the Executive may direct.
- 11.5. The financial year of WP Golf shall end on 31 December in each year.
- 11.6. The accounts of WP Golf shall, as soon as possible after the year end, be duly audited by a qualified external auditor.
- 11.7. The audited financial statements shall be submitted to the Annual General Meeting of WP Golf.

11.8. The income, property and monies of WP Golf, from whatever source derived, shall be applied solely towards the promotion of the objects of WP Golf as set forth in this Memorandum provided however, that nothing herein contained shall prevent the payment by WP Golf to any Playing Member or person in respect of the remuneration and/or expenses for services rendered to WP Golf.

## **12. INDEMNITY**

12.1. The President, Vice-Presidents, Members of the Executive Committee, General Manager, Treasurer and all other Officials of WP Golf shall be and are hereby indemnified out of and from funds and property of WP Golf from and against all losses, charges, costs, damages and all and every other expense and liability they may incur or be put to concerning or about the execution of their respective duties in their capacity as such, and none of them shall be answerable or deemed to be in any way responsible for any act or default of one of them, or for any deficiency or insufficiency of any title or security whatsoever, taken by WP Golf; nor shall they be liable for any loss occasioned by any Banker or other person with whom money or securities of WP Golf may be deposited or for any voluntary loss, misfortune or damage which may happen or take place in the execution of their respective offices or as a result thereof; provided, however, that any such loss, misfortune or damage be not occasioned by their mala fide acts, or through their wilful default.

12.2. Membership of WP Golf shall not give to any Affiliated Club or member of the Executive Committee any individual right, title, claim or demand in or to any of the moneys, property or assets of WP Golf.

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

- 13.1. WP Golf 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 Royal and Ancient Rules Limited 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 and all competitions shall be played in accordance with such Rules.
- 13.2. It shall be a condition of affiliation to WP Golf that the Affiliated Club accepts, and is bound by, the Rules of Golf and the Rules of Amateur Status as set out in the preceding sub-clause.
- 13.3. Any club which is affiliated to WP Golf, which organises and/or holds any competition, the conditions of which allows, or connives at, the use of its course for the holding of any competition, which does not comply with the said Rules of Golf and the rules of amateur status, shall render itself liable to suspension, or forfeiture, of its affiliation to WP Golf.

### **14. COMPETITIONS**

Any course upon which competitions or matches are played under the auspices of WP Golf, shall be under the absolute control of the Executive Committee of WP Golf, who may delegate all or any of its powers to a sub-committee. Such control shall not incur liability for WP Golf for loss or damage suffered by any person during the period of such control.

### **15. COLOURS**

- 15.1. The colours, badging, regalia and sports federation identity

graphics/logos of WP Golf shall comply with a manual, published and maintained by WP Golf, that describes and governs WP Golf colours policy in alignment with the provisions stipulated by the SAGA and WGSA.

15.2. The colours of WP Golf shall be royal blue, red and white.

15.3. The Disa shall be the badge utilised by all divisions, categories and age groups and its use shall be in accordance with WP Golf colours policy prescribed in clause 15.1.

15.4. The awarding of WP Golf colours shall be the domain of WP Golf.

## **16. TEAM SELECTION POLICIES**

The team selection policies and minimum mandatory qualifying criteria, including automatic selection per the respective order of merit and the use of wildcard selections, shall be established by the Council and published annually.

## **17. AMENDMENTS TO THE CONSTITUTION**

All provisions of this Constitution shall be binding in all respects on all Affiliated Clubs of WP Golf and shall not be altered or amended except at the Annual General Meeting or at a Special General Meeting called for the purpose and at which a motion for the amendment of the Constitution has been proposed in terms of the provisions of clause 10.3.5.1 and no alteration shall be made to the Constitution unless supported by a special majority of votes.

## **18. DISSOLUTION OF WP GOLF**

18.1. WP Golf may not be dissolved, wound up or placed in liquidation

except at an Annual General Meeting or a Special General Meeting called for that purpose and except by a resolution of two-thirds of the delegates of Affiliated Clubs present and voting at such meeting.

- 18.2. If at an Annual or Special General Meeting of WP Golf it is resolved that WP Golf be dissolved, wound up or placed in liquidation, a liquidator shall be appointed at the meeting, and instructions given as regards the disposal of property of whatsoever nature remaining after the payment of debts and liabilities of WP Golf.
- 18.3. Any property remaining after all of the liabilities of WP Golf have been met must be transferred to another nonprofit organisation having similar objectives.

## **19. DISPUTE RESOLUTION**

Any disputes arising out of or in connection with the enforceability of this constitution or the application and interpretation of the provisions thereof or any dispute between:

- 19.1. WP Golf and another National Sports Federation, or
- 19.2. a member of the Executive Committee of WP Golf and the Executive Committee of WP Golf, or
- 19.3. the Executive Committee of WP Golf and an Affiliated Club or Playing Member shall be referred to the Arbitration Foundation of South Africa for resolution through mediation or expedited arbitration in terms of the rules and procedure for the resolution of disputes in sport prevailing at the time such dispute is so referred. In the event of arbitration in terms of the foregoing, such resolution shall be final



and binding on the parties to the dispute.

**20. REPEAL**

All previous constitutions of the Western Province Golf Union and Womens Golf Western Province and amendments and additions thereto are hereby repealed.

A handwritten signature in black ink, appearing to read 'PM Slater', written in a cursive style.

Signed: PM Slater

President Western Province Golf Union

Date: 18 July 2023