

**Constitution  
Of The  
VICTORIA COUNTRY CLUB**

*Revised April 2016*

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1. **Name of club.** The name of the club is "Victoria Country Club".
2. **Objects.** The Club exists and has acquired assets for the purpose of fulfilling all the objects of a non-profit social and outdoor club, and to do all such things and conduct all such activities or business as may be necessary or incidental thereto.
3. **Powers.** Without limiting the foregoing general purpose, the Club shall have the following powers:
  - (a) To acquire or alienate immovable property by purchase, lease or otherwise and to develop and enhance the same for sporting, recreational or other purposes advantageous to its members.
  - (b) To buy, sell and deal in all kinds of movable property and to supply such provisions as may be required by its members.
  - (c) To borrow or raise money by issue of debentures or mortgage or pledge or by levy upon members upon such terms and in such manner as the Committee and the members may approve.
4. **Classes of members.** The Club shall comprise the following classes of members, both gentlemen and ladies.
  - (a) **Club Members,** irrespective of age or gender who will be entitled to use the golf course at visitors' green fee rates but will not be entitled to obtain a handicap at the club. They will also be entitled to use the squash courts and tennis courts - paying only for the use of lights, as well as the swimming pool facilities, This class of membership shall include:
    - (i) **Town members,** being those who reside, carry on business or are employed within a radius of 60 kilometres from the Club House.
    - (ii) **Family members,** being a husband and wife and all their children between their 11<sup>th</sup> and 18<sup>th</sup> birthdays.
    - (iii) **Honorary Life members,** being those who have been members of the club uninterruptedly for a period of 40 years, or in any such other persons who, through exceptional service to the Club or by reason of having brought it honour or distinction, are so elected at the discretion of the Committee.
    - (iv) **Life members,** who are persons having paid a lump sum determined by the Committee which entitles them to Life Membership free from obligation to pay any further subscriptions.
    - (v) **Corporate members,** being companies or organisations who have paid premium entrance fees and who may, thereafter, nominate individuals to represent them. The company/organisation would have to take up a minimum of five individual memberships. Such individuals may change from time to time but, in doing so, they must receive the approval of the Committee.
    - (vi) **Country members,** being those members who neither reside, carry on business nor are employed within a radius of 60 kilometres of the Club House.
    - (b) **Intermediate Members:** being those between their 18<sup>th</sup> and 35<sup>th</sup> birthdays who have been admitted as such at the Committee's discretion after nomination by a Club member in accordance with the provisions of Rule 5.
    - (c) **Junior Members,** being those members between their 11<sup>th</sup> and 18<sup>th</sup> birthdays who have been admitted with the support of a parent or guardian.
    - (d) **Honorary Members,** who are persons holding senior public office, or have conferred exceptional benefit upon the Club, and have been admitted as Honorary Members for such period as the Committee will stipulate.
    - (e) **Absentee Members,** being those persons who leave to reside outside Natal. Absentee members shall not be entitled to use the facilities except as visitors. A member may apply to become an Absentee member on giving notice to the General Manager who

shall cause the application to come before the Committee at its meeting and its decision shall be final. In no case shall the person be entitled to any refund of entrance fee or subscription already paid or accrued for that year.

- (f) Reciprocity Members, who are members of a club with whom the Club enjoys reciprocity and who resides more than 30 kilometres from the Club House.
- (g) Candidate Members, who have been approved by the Committee under the provisions of Rule 5.
- (h) Temporary Members, being those persons who,
  - (i) Are taking part in a match or competition approved by the club - such membership being for the day of the match or competition only, or,
  - (ii) Who normally reside not less than 30 kilometres from the Club House and have paid an amount of not less than one twelfth of the Town or Family subscription per week of memberships Temporary membership may not exceed three months.
- (j) Sub section members,
  - (i) Golf Members, being those persons who wish to be play and be handicapped at Victoria Country Club.
  - (iii) Squash Members, being those persons who wish to be full Members of the squash section.
  - (iv) Tennis Members, being those persons who wish to be full members of the tennis section.
- 5. **The nomination and election of Candidates for Club Membership.** The procedure for the nomination and election of new members shall be laid down by the Committee from time to time and shall provide for the following.
  - (a) Successful applicants shall be "candidate members" for three full calendar months.
  - (b) Candidate member's names, address, occupation and the names of proposers and seconders shall be displayed on the Club notice board during that period.

- (c) Whilst the applicant is a Candidate member, the Committee may terminate his/her application without offering any reason but, should they not do so, then the candidate shall become a Club member on the expiration of the period.
  - (d) If, at any time after the election of a candidate, it shall appear that the person has been elected under misrepresentation or mistake as to identity, or to materially incorrect information as to the person's character, the Committee shall be entitled to treat the election of such member as being null and void *ab initio*. Such person shall thereupon cease to be a member, and shall have no claim against the Club for damages, return of entrance fees or subscriptions then paid, or on any other grounds whatever, save that the Committee shall be entitled to make a refund to such person, in its sole and absolute discretion, as an ex gratia payment of the whole or part of any payments which have been paid to the Club by such member.
6. **Liability of proposer and seconder.** In every case the proposer and seconder shall be jointly and severally liable for the first annual subscription of their candidate. In the case of a junior member, the proposer and parent or guardian shall be directly responsible for the conduct of, and any amounts owing by the junior member.
  7. **Change of membership.**
    - (a) Any junior member upon attaining the age of 18 years then becomes a candidate for election in terms of Rule 5.
    - (b) Members may change their class of membership upon giving notice to the General Manager, who shall notify the Committee thereof at its next meeting and upon the payment by such member of the relevant difference which shall be the difference between the amount previously paid by the member and that applicable to the new class of membership as at the date of change.
  8. **Prohibition against election.** No person who shall have been posted for non-payment of subscription or fees by any other Golf or Country Club shall be eligible for election as a member.
  9. **Register of members.** A register of all members of the Club shall

be kept by the General Manager.

The club's continued existence shall not be affected by changes in members and/or office bearers. Members or office bearers of the club do not have rights over assets that belong to the club..

10. **Suspension and expulsion.** If any member shall commit any wilful breach of the Rules or Bye-Laws and regulations of the Club, or introduce into the Club any person whose presence therein shall be prejudicial to the interests or reputation of the Club or objectionable to the members, or should any member be guilty, in the opinion of the Committee, of conduct unbecoming to a lady or gentleman, or prejudicial to the interest or reputation of the Club, whether within the Club precincts or outside them, the Committee shall have the power to either:-
- (a) Suspend the member from the use of the Club premises and privileges for such period as it may deem fit; or
  - (b) Expel such member, providing that the Committee may at its sole discretion call upon such member to justify or explain such conduct before exercising its power under this Rule. The quorum for a meeting of the Committee under this Rule shall be 6, and a decision to suspend or expel shall require a majority of 5 by ballot. The Committee shall not be required to give reasons for its decision nor shall any member have cause for action thereanent.
11. **Entrance fees, subscriptions and levies.**
- (a) Entrance fees, subscriptions for all membership classes, and levies shall be paid in accordance with the scale appointed by the Committee in terms of Rule 11(b) from time to time. Entrance fees, including Value Added Tax, may be paid in two equal instalments, the first being on election and the second twelve months after election subject to a premium of ten percent on the second payment. Subscriptions may be paid in full on or before 1 January of each year or monthly in twelve equal payments including a ten percent per annum premium payable only by debit order, commencing on 1 January in each year and on the 1<sup>st</sup> day of each

month thereafter. Any member who elects to pay their annual subscriptions monthly, and is in arrears at any time, will be subject to Rule 15 of the Constitution, namely "Posting Members".

- (b) The Committee is empowered to increase entrance fees and subscriptions annually by a maximum of 15% without the sanction of members and to note that members are, in addition, required to pay Value Added Tax on all entrance fees and subscriptions;
  - (c) General Levies: these will be applicable to Club membership classes 4(a) (i) to (v) and will only be imposed on motivation by the Committee and on approval at an Annual or Special General Meeting.
  - (d) Life, Honorary Life and Honorary members shall be exempt from payment of Club subscriptions; other than those in these categories who qualified as members of the golf section.
  - (e) A member re-joining the Club shall pay such entrance fee as the Committee shall decide after considering the circumstances of the member's resignation.
12. **Remission of subscriptions.**
- (a) New members shall be assessed for their first years' subscription pro rata on the number of months remaining in the Club's financial year, the month of approval by the election committee to count in full.
  - (b) Club members who have attained the age of 65 years shall be entitled, on application, to a subscription remission of 33%.
13. **Date of Payment of Annual subscription.** Save in the case of new members, the annual subscription shall be due and payable on 1 January each year unless prior to 31 December each year, a member signs a debit order in favour of the club to pay the annual subscription in monthly instalments. The debit order shall also cover an administration fee as determined by the Committee. The subscription of new members shall be due and payable on the date of election, which subscription shall be calculated on a pro rata basis for the period outstanding in that year and may, on election

- be payable in equal monthly instalments and shall also cover an administration fee as determined by the Committee
14. **Resignation of members.** Members failing to give written notice to the General Manager prior to 31 December, of their intention to resign, shall be liable for the following year's subscription. The Committee may accept late resignations in exceptional circumstances.
  15. **Posting of members.** The full names of all members, other than new members are provided for in Rule 5 whose subscriptions or any other monies due to the Club, are in arrears for 60 days (from date of statement) shall, save in exceptional circumstances, be posted on the Club Notice Board and thereupon any such member shall cease to be a member of the Club: provided however, that the Committee may re-admit any such member upon payment of his arrears subscription and any other fees which may be due. The committee may at its discretion, advice clubs with which the Club enjoys reciprocity, of such posting or re-admission.
  16. **Committee.** The Committee of the Club shall comprise:
    - (a) four members who shall be Club members of at least 3 years standing, over the age of 21 (TWENTY-ONE) years falling within the categories defined in Rule 4 (a) (i), (ii), (iii) & (iv) elected in terms of Rule 18 ("elected members").
    - (b) The Captains of the men's and ladies golf sections.
    - (c) The General Manager of the Club who shall have full voting rights except in relation to matters pertaining to his/her terms and conditions of employment and who shall also be Secretary of the Committee and the Club.
    - (d) up to four additional members, co-opted by the Committee, who in the opinion of the Committee are specialists in the fields for which they are co-opted, and who are capable of providing advice to the Committee and whose co-option may be withdrawn by the Committee in its discretion at any time.
  17. **Periods of Office.**
    - (a) Elected members shall serve for two years and retire in rotation, two in each year but shall be entitled to be elected for three successive terms of two years.
    - (b) The General Manager shall be a permanent executive member of the Committee.
    - (c) The elected members may extend the tenure of any one or more of the portfolio members annually to a maximum of six years.
  18. **Nominations for the elected Committee members.** Nominations for the elected Committee members shall be made in writing by Ordinary members of at least three years' standing and shall be handed to the General Manager at least 7 days prior to the ensuing Annual General Meeting. Each person nominated shall record his acceptance in writing on the nomination form. All nominations shall immediately after receipt be posted on the Club Notice Board for the information of members. Retiring members of the Committee may offer themselves for re-election without prior nomination. In the event of nominations exceeding the number of vacancies, a ballot shall be taken from those so nominated. Should, however, the number nominated be below the number of vacancies, the Chairman of the meeting shall :-
    - (a) declare those who have been nominated to be elected;
    - (b) call for further nominations for the purposes of electing members to fill the remaining vacancies and such elections shall take place forthwith.
  19. **Meetings.** The elected members of the Committee, together with the Men's' and Ladies' Captains and the General Manager shall meet no less than eight times per year ,, and shall keep minutes of such meetings, which the Chairman shall sign on approval of the Committee at the next meeting. Whilst the co-opted members referred to in Rule 16 d) shall be entitled to full participation at all meetings of the Committee, their obligation shall be to meet with the other Committee members at least once a quarter.
  20. **General powers of Committee.**
    - (a) Subject to any resolution passed at a General Meeting of members, the control of the affairs of the Club shall be vested in

the Committee.

- (b) The Committee's responsibility for the day to day management of the Club shall be delegated to and exercised by the General Manager in accordance with the General Policies and within the budgets determined by the Committee from time to time.
  - (c) The General Manager shall be employed by the Committee on terms and conditions of employment which, *inter alia*, include measurable performance benchmarks to ensure that the day to day management delegated to the General Manager is carried out within the constraints of the policies and budgets set by the Committee. The intended delegated responsibilities of the General Manager are illustrated in Rule 24.
  - (d) Any delegation referred to in Rule 20 b) above, may be withdrawn at any time by the Committee.
21. **Special powers of committee.** Without prejudice to the general authority conferred herein, the Committee shall have the following explicit powers :-
- (a) to elect its own Chairman and vice-Chairman;
  - (b) to fill any casual vacancy accruing in the elected members of the Committee by the appointment of a replacement member who shall hold office for the unexpired term of his predecessor;
  - (c) to act, notwithstanding any vacancy or vacancies in the Committee provided the quorum hereinafter provided for shall be present at all meetings;
  - (d) to make, vary and repeal Regulations for the carrying out of the provisions contained in these Rules for the management of the affairs of the use of the premises of the Club, the opening and closing hours of the Club premises, subject to the provisions of the Liquor Act, or any amendments thereof, and generally for all matters connected with the Club provided that such Regulations and Bye-Laws do not conflict with the Rules of the Club;
  - (e) to appoint and remove bankers, secretary and servants of the Club, and to determine the powers, duties and salaries of the officers and servants of the Club, and the securities, if any, to be taken from

them respectively;

- (f) to direct and provide for the receipt, custody, employment, management, remittance and expenditure of the monies and funds of the Club, provided that all cheques may be endorsed for payment into the credit of the Club by the Secretary alone;
- (g) to raise or borrow such sum or sums of money as may be required for the proper upkeep of the Club, or for additions or improvement to the Club's property, upon such terms, conditions and security as it may think fit; provided that these powers shall be limited to amounts not exceeding ONE HUNDRED PERCENT (100%) of the Club's annual subscription income. All sums of money which are borrowed in excess of the said ONE HUNDRED PERCENT shall require the sanction of two thirds of the full members present at a General Meeting of the members;
- (h) to carry out and give effect to all resolutions of the members in General Meeting, and where no special direction is given as to the manner in which any resolution is to be carried out, to carry it out in such manner and form as the Committee may in its discretion think fit;
- (i) to delegate to any sub-committee or sub-committees any of the powers of the Committee. The personnel of such sub-committees need not necessarily be confined to members of the Club Committee;
- (j) to settle all matters in dispute, which shall be submitted to the Committee in writing;
- (k) to erase from the membership roll the name of any member who shall fail to pay, in accordance with these Rules or any Regulations, any fees or other monies due to the Club;
- (l) to invite or admit Honorary members in terms of Rule 4(d) including any official of the Club and his wife;
- (m) to make Regulations concerning the right of members to introduce visitors to the Club; the fees payable by visitors, and the conditions generally upon which such visitors may be admitted to the Club, and all such matters connected therewith;

- (n) to enter into agreements with other similar clubs, upon such terms as the Committee may think fit with reciprocal rights to the members of such clubs in relation to this Club and vice versa.
  - (o) to co-opt the portfolio members.
22. **Quorum at committee meetings.**
- (a) At all meetings of the Committee, except as provided in Rule 10, four members shall form a quorum. The Chairman shall have a casting vote in addition to a deliberative vote, and all questions arising at any meeting shall be decided by a majority of votes.
  - (b) In the event that, through resignation or other reasons, the Committee is in a situation where it is unable to form a quorum, then the President shall assume all the powers of the Committee and immediately instruct the General Manager to call a Special General Meeting. The President shall resign these powers once a full committee has been elected.
23. **Absence of members from committee meetings.** Any elected member of the Committee absenting himself from three consecutive meetings without leave shall, ipso facto cease to be a member of the Committee. The Committee may grant leave of absence from meetings to any of its elected members for a period of two months, with power to extend.
24. **General Manager.** Without detracting from the provisions regarding employment of the General Manager set out in Rule 20(c) the responsibilities of the General Manager may include :-
- (a) Strategic planning (with the Committee) and the implementation of the strategic plans.
  - (b) Legislative and statutory compliance and ensuring sound corporate governance.
  - (c) Ensuring growth and sustainability of the Club
  - (d) Financial management and accountability
  - (e) Management of the operations of the Club including activities, events, facilities and assets.
  - (f) Marketing and communications
  - (g) Human resources and organisational development
25. **General meetings.** The Annual General Meeting shall be held not later than 30 April each year for the purpose of receiving the report of the outgoing Committee and Annual Financial Statements and of transacting any special business of which due notice shall have been given; of electing the Committee for the ensuing year and a President and not more than 3 Vice-Presidents who shall hold office until the next Annual General Meeting; and for discussing generally the affairs of the Club. All other General Meetings shall be called Special General Meetings.
26. **Notice of general meetings.**
- (a) Notice of the Annual General Meeting and of the business to be transacted shall be posted on the club notice board and by electronic means not less than 14 days before the date of such meeting and the Financial Statements signed by the Chairman and Secretary and certified by the auditor as a true reflection of the financial position of the Club as at 31 December last to be available from the club office 14 days before meeting.
  - (b) Notice of any Special General Meeting shall be posted on the club notice board and by electronic means to at least 14 days before the date of such meeting; provided that the Committee may call such a meeting upon shorter notice should any urgent matter arise which requires an immediate decision by members. The notice shall specify the purpose of the meeting and no other business shall be transacted at such meeting.
  - (c) The General Manager shall call a Special General Meeting
    - (i) on instructions from the Committee, or
    - (ii) on receipt of a requisition specifying the purpose of the meeting and signed by at least 30 Ordinary members,
    - (iii) on the instructions of the President under Rule 22(b)
27. **Procedure at general meetings.**
- (a) 30 Ordinary members present shall be a quorum for every General Meeting except for the purpose of Rule 33 when the quorum shall be 50 Ordinary members; provided that should a quorum not be present at any General Meeting, such meeting shall be adjourned

- for 14 days and due notice of the adjournment shall be given to each Ordinary member. Should the requisite quorum not be present at the adjourned meeting, the Ordinary members present may proceed to transact the business of the meeting, and any resolution passed thereat shall be valid.
- (b) The Chairman of the Committee whom failing, the Vice-Chairman and whom failing, an Ordinary member of the Committee appointed by the meeting, shall take the Chair at all General Meetings. If none of the foregoing are present or willing to preside, the members present shall choose one of their number to be Chairman.
- (c) All questions submitted to any General Meeting shall (unless a poll is demanded) be decided by a majority of Ordinary members on a show of hands and in the event of an equality of votes the Chairman shall have a casting vote as well as a deliberative vote. A Ballot may be demanded by any 5 members present and shall be taken at once. No alteration to these Rules shall be made nor may any new Rule or Rules be introduced except by favourable vote of at least two-thirds (2/3rds) of those Ordinary members present.
- (d) No Ordinary member whose subscription payment is in arrear for more than 30 days shall be entitled to attend any General Meeting or join in any requisition under Rule 26(b).
28. **General notice to members.** General Club Notices to members shall be posted on the Club Notice Board and notice so given shall be deemed due notice to each member. Each member shall provide the General Manager with an address to which notices, other than General Club notices, intended for members are to be sent. The General Manager shall be promptly advised by each member should they change their address. Delivery of all notices other than General Club notices to members shall be validly made if posted to the addresses furnished by members of the General Manager.
29. **Accounts.**
- (a) The Committee shall cause true accounts to be kept of the whole of the assets and liabilities of the Club and of receipts and expenditure of the Club and the matters in respect of which such receipts and expenditure shall take place.
- (b) At the Annual General meeting in every year, the Committee shall lay before the members a statement of the Income and Expenditure for the past year, together with a Balance Sheet, duly audited, showing the position of the Club up to 31 December in each year.
- (c) The Annual Financial Statements shall be accompanied by a report of the Committee, and shall be signed by the Chairman and counter-signed by the General Manager.
30. **Inspection of books.** The Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Club or any of them shall be open to inspection of members, and no member shall have any right to inspect any account or book or document of the Club except as conferred by these presents or authorised by the Committee or by a resolution of the Club in General Meeting.
31. **Audit.**
- (a) An auditor shall be elected at the Annual General Meeting in each year, whose duty it shall be to audit all the Club's accounts. If at any Annual General Meeting no auditor be elected the previous auditor shall continue in office as if re-elected. If any casual vacancy occurs in the office of auditor the Committee shall forthwith fill up the same. No member of the Committee shall be elected as an auditor.
- (b) The auditor shall be provided with copies of the profit and loss account and Balance Sheet intended to be laid before the Club at the Annual General Meeting, a reasonable time before the meeting to which the same are to be submitted, and it shall be the duty of the auditor to examine the same with the accounts and vouchers relating thereto, and to report thereon to the Club at the Annual General Meeting.

- (c) The auditor shall at all reasonable times have access to the books and accounts of the Club, and may in relation thereto question the Committee or other officers of the Club.
  - (d) Every account of the Committee when audited and approved by the Annual General Meeting shall be conclusive except as regards an error discovered therein within 3 months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and henceforth shall be conclusive
32. **Indemnity.** The Committee and auditor, General Manager and other officers for the time being of the Club, and every one of them and their heirs, executors and administrators shall be indemnified and held harmless out of funds and property of the Club from and against all actions, costs, charges, losses, damages which they or any of them or any of their heirs, executors or administrators shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices, except such if any, as they shall incur or sustain by or through their own wilful neglect or default respectively and none of them shall be answerable for the acts or defaults of the other or others of them, or for joining in receipts for the sake of conformity, or for any bankers or other persons with whom any money or effects belonging to the Club shall or may be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any monies of or belongings to the Club shall be placed out or invested, or for any loss, misfortune or damage which may happen in the execution of their respective offices or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.
33. **Winding up.** The Club may be wound up by the resolution of not less than two thirds (2/3rds) of the votes at a Special General Meeting of the Club, of which 30 clear days' notice at least, setting out the business of the meeting, shall have been given to every

member, at which meeting at least 50 members are present. Provided that should the requisite number of members not be present at any meeting duly convened for the purpose of this Rule, such meeting shall be adjourned for 14 days, and due notice of the adjournment shall be given to each member, which notice shall state the business which shall be transacted at such adjournment meeting; and should the requisite number of members not be present at such adjourned meeting the members present thereat may proceed to transact the business of the meeting, and any resolution passed at such adjourned meeting shall be as valid as if passed by the majority provided in this Rule. Except so far as the Special General Meeting may otherwise determine, the Committee for the time being shall be the liquidators of the Club, and they may delegate their powers to another person or persons if they think fit. Upon winding up or liquidation of the club, all its assets remaining after the satisfaction of its liabilities shall be given or transferred to another club approved in terms of Section 30A of the Income Tax Act or a public benefit organization approved in terms of Section 30(3) of the Act. Upon winding up or liquidation of the club, none of its assets remaining after the satisfaction of its liabilities shall be distributed to any member of the club.

34. **Alteration of rules.** No Rule herein contained or hereafter made shall at any time be rescinded, altered or added to except by a special resolution passed by those members present at the Annual General Meeting or at a Special General Meeting, of which at least 14 clear days' notice shall be given as herein provided which notice shall state the intention to deal with and specify the nature of the revision, alteration or amendment of these Rules.
35. **General.**
- (a) The Club may sue and be sued in any Court of Law in the name of the General Manager.
  - (b) No profits derived by the Club from any source shall accrue to any individual.
  - (c) The club may not give any of its money or property to its members



or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the club. The payment must be a reasonable amount for the work that has been done.”

36. **Interpretation of rules.** In the case of doubt as to the meaning or interpretation of these Rules, the Committee shall be the final arbiter and its decision shall be binding upon the members, and should any question arise which is not provided for by these Rules, the Committee shall have the power to determine the same.
37. **Miscellaneous.** The use of the Club’s facilities by guests of members shall be permitted, but the number of guests of any members shall not on any occasion exceed the number permitted by the General Manager.
38. **Application of the club constitution.** These Rules shall not affect or prejudice any act, matter or thing done, commenced or arising under Rules of the Club.