

# T S C

# Constitution



*(Revised – 19 May 2024)*

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### **Definitions, Glossary and Key terms**

The BOARD	The Club's governing body made up of 9 (nine) Directors appointed by the members at an Annual General or Special General Meeting. The BOARD is the policy-making body of the Club.
EXCO	The Executive Committee composed of the Chairman, Vice Chairman, Director of Finance and one other Director.
Management	Refers to the general management of the Club under the control of the General Manager who reports to the BOARD.
The Club	Refers to Theewater Sports Club.
By-laws	Set of rules and regulations controlling the activities of the Club, members and visitors. These rules are approved by the BOARD.
SAS	South African Sailing Association.
He / him	Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
Members	A member as defined in paragraph 7.
General Manager	The General Manager is the Chief Operating Officer of the Club. It is the General Manager's duty to carry out the policies set by the BOARD. The General Manager is responsible for managing and controlling Club operations to achieve budgeted revenue and expense targets and to enhance the overall members experience.
Club Notice Board	The Notice Board is the official Club Notice Board located at the Club house. All official notifications that are placed on the official Notice Board in terms of this Constitution shall also be posted on the TSC website ( <a href="http://www.theewaters.co.za">www.theewaters.co.za</a> ).
TSC	Theewater Sports Club.
Guest/s	Visitors who are guest/s of a Member, signed in by the Member and under the responsibility of the Member.
Visitor/s	Includes all individuals other than Members as defined in paragraph 7. It is a requirement of the Clubs lease with the Department of Water and Sanitisation that visitors are granted access to the land.
In Good Standing	A members whose club fees are paid up or, if there is an outstanding balance, the amount due is within the payment terms or an agreement in writing is in place for the settlement thereof and are not currently sanctioned in any disciplinary process.

# **THEEWATER SPORTS CLUB**

## **CONSTITUTION**

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Theewater Sports Club had its inaugural meeting on 23/7/1979.

The name "THEEWATER SPORTS CLUB" is deemed to include the original Theewater Sports Club, and the recent constituent clubs: Theewater Sports Association, Theewater Watersports Club and the Theewater Caravan Section.

In this Constitution the THEEWATER SPORTS CLUB shall be meant when the word "Club" is used. The male gender has been used throughout but in all instances the female gender may be substituted.

This Constitution was adopted at an Annual General Meeting held on 21 May 2023 and replaces all previous Constitutions.

### **1. NAME AND HEADQUARTERS**

The name of the Club shall be THEEWATER SPORTS CLUB. The headquarters shall be at the Theewater Sport Club, Old Caledon Road, Theewaterskloof Dam, Villiersdorp. The land consists of portion 49, 50 and 51 of the farm Zeekoekraal (No 70) plus portion 102 of the farm Waterval, (No 72) Villiersdorp, in the Caledon District and property leased from the Department of Water and Sanitation between the club owned land and the Theewaterskloof dam.

### **2. OBJECTIVES AND MISSION STATEMENT**

The objective of the Club is to facilitate, for the benefit of its members and visitors, long-term, sustainable, aquatic-related activity for family recreation and competitive sport, providing members and visitors with associated facilities, whilst preserving the natural environment, and the individual rights of people as embodied in the Constitution of the Republic of South Africa.

### **3. CLUB COLOURS AND FLAG**

- a) The Club Colours shall be Peacock blue, bright green and white.
- b) The Club Flag shall be a triangular burgee with a central band of bright green running across the flag in a gentle curve, bordered on each side by peacock blue running to the outer edges. There is a white triangle on the vertical side and a dark Sacred Ibis head in the centre of the flag.

### **4. LEGAL STATUS OF THE CLUB**

- a) The Club shall be a person at law, with all the attributes of juristic personality. The Club shall continue to exist despite any changes in the composition of the Membership or the Board.
- b) The Club shall be able to institute and defend legal proceedings and execute all legal acts in its own name in any competent court of law.

- c) The Club chooses *domicilium citandi et executandi* at its Club premises, Old Caledon Road, Theewaterskloof Dam, Villiersdorp.
- d) All legal documents shall be executed on behalf of the Club by the Chairman or, failing him, the Vice-Chairman. This task may be delegated to the General Manager, where applicable, and such delegation be approved, passed and recorded at a board meeting.
- e) None of the activities or facilities of the Club are intended to or are made available to, directly or indirectly, promote the economic self-interest of any Board member, employee, office bearer, member or other person otherwise than by way of reasonable contractual remuneration payable.  
The Club shall not distribute any of its funds or property to any Board member, employee, office bearer, member or other person other than in the course of undertaking its objectives.  
The Club shall not pay any remuneration, as defined in the Fourth Schedule to the Income Tax Act, to any Board member, employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the services rendered.
- f) Members, employees or office-bearers have no rights in the property or other assets of the Club solely by virtue of their being members or office-bearers.
- g) No member, nor any guest or visitor shall have any right of action against the Club for any damage suffered by him through the default or neglect by the Club or its servants or employees.
- h) Every member of the Board or Committees, agent, servant or employee of the Club, shall be indemnified out of the Club Funds against all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Club's business or in the discharge of his duties and no such person shall be liable for the acts or omissions of any other such person by reason of his having joined in any receipt of money not received by him personally, or for any loss on account of defect of title to any property acquired by the Club or on account of the insufficiency of any security in or upon which any moneys of the Club shall be invested or for any loss incurred upon any ground whatsoever, other than his own wilful acts or defaults.

## **5. POWERS OF THE CLUB**

- a) The Club, being represented by the BOARD, shall have the power:
  - i) To own, establish, maintain and control grounds, facilities, buildings and premises for the benefit of members, guests and visitors.
  - ii) To buy, sell and deal in all items required by members, guests and visitors.
  - iii) To lease for any purpose, the whole or any portion of the grounds or buildings owned or leased by the Club.
  - iv) To sell, purchase, lease or otherwise acquire or dispose of, movable or immovable property. (See Annexure A for the list of the Boat Shed Lessees).
  - v) To borrow and raise and invest money in such manner as may be deemed fit and proper. All monies received shall be banked in the name of the Club.
  - vi) To charge for admission to the Club premises.

- vii) To lay down and set rules and regulations (By-laws), in a reasonable manner, for the attainment of the objectives of the Club.
  - viii) To make rules or place restrictions on members and visitors to comply with the prevailing requirements for the Liquor Act of 2003 (Act 59 of 2003), where applicable.
  - ix) In the administration of its duties and functions, to:
    - (1) Appoint staff necessary for the running of the Club.
    - (2) Appoint any outside consultants required for services not attainable within the Club.
    - (3) Raise loans and / or organise overdraft facilities.
  - x) To remunerate the persons in paragraphs 5 a) ix) (1) and (2) for their services, the amount of which shall be determined from time to time.
  - xi) To appoint Committees and Sub-Committees, as per paragraph 6, for the purpose of assisting and advising the BOARD, and to delegate such powers to the committees, as it deems fit.
  - xii) To institute and defend legal and / or disciplinary proceedings in the Club's name and perform all legal acts and execute such legal documents as may be necessary as per paragraph 4 of this Constitution.
  - xiii) To arrange, vary and determine terms of reciprocity with other sporting organisations which have similar aims and objectives to Theewater Sports Club.
  - xiv) To produce any flags, badges, trophies or awards for presentation at the Annual General Meeting. The criteria for awarding Club colours and the list of approved Club trophies are detailed in Annexure B.
  - xv) To insure any Club buildings / facilities / equipment / assets with a reputable insurer.
- b) Limitation of Powers:

The powers of the BOARD are limited to running the club on a day to day basis. Where the BOARD intends instituting major changes or embarking on major capital expenditure, if the value exceeds 25% of the previous financial years members subscriptions, it may not proceed without first obtaining permission from the members at an Annual General Meeting or a Special General Meeting called for this purpose.

## **6. CLUB STRUCTURE**

The Club encompasses a number of water-related sports and other sporting activities, camping and caravan sites and related activities, and each one of these is entitled to its own autonomy. Committees to represent their interests will be created where necessary. These Committees may be independently affiliated to the relevant international, national or provincial organizations after BOARD approval. All committees and their sub-committees will ultimately fall under the overall control of the BOARD. The day to day running of the Club will be the responsibility of the General Manager who will report to the BOARD.

## **7. MEMBERSHIP**

- a) Membership to the Club shall be open to the following persons. Membership may be limited as to numbers.
- b) Membership of the Club may be approved in any one of the following categories:

- i) Individual Membership  
shall be open to single persons over the age of 21 years.
- ii) Family Membership  
shall be open to families consisting of husband / wife, his / her spouse or partner and their respective children under the age of 21 years. A child's inclusion in Family membership will automatically cease at the end of the Club financial year in which the youth turns 21.
- iii) Youth Membership  
shall be open to youth over the age of 7 years and will automatically cease at the end of the Club year in which the youth turns 18 years.
- iv) Student Membership  
any person who is 18 years of age or older and who is a full-time student or apprentice is eligible and may make application to be granted this type of membership. Student membership will automatically cease at the end of the Club year in which the student stops full time studies.
- v) Honorary Membership  
may be bestowed on persons, who may or may not be members of the Club, in recognition of services rendered to the Club, for their standing in the community or who are Commodores of other Water Sport Clubs. Honorary Membership shall be approved by the Annual General Meeting and reviewed annually.
- vi) Honorary Life Membership  
which shall be the highest honour bestowed by the Club in recognition of outstanding service to the Club by a member over a period of time (see Annexure C). Honorary Life Membership shall be recommended to an Annual General Meeting by the BOARD and must be approved by a two-thirds majority vote of the eligible, voting members present.
- vii) Temporary Membership  
may be granted by the General Manager to bona fide visitors and sports events entrants provided that the period of such temporary membership shall be limited to a maximum of one month in every 12 months.
- viii) Country Membership  
shall be open to persons who are normally resident more than 200km from the Club and who are not active members.
- ix) Absentee Membership  
shall be open to any person who is normally resident outside the Republic of South Africa.
- x) Life Membership  
There is no provision for Life membership under this Constitution, but any persons having Life membership in terms of the Constitution prior to 7th May 1994 (see Annexure C) shall enjoy the same rights and privileges as Ordinary or Family members (as per Paragraph 12) and will only be exempt from the payment of annual subscriptions. They will, however, still be liable for all other Annual Club fees applicable to Family and Ordinary members.
- xi) Schools / Tertiary Institutions Affiliation Membership  
Scholars belonging to an organised school water sports club qualify for this membership, as part of the school club. No entrance joining fee will be paid. The

relevant annual subscriptions and Capital levy, if applicable, for an Individual member is payable by the school for every 30 learners, or part thereof. The relevant per person fee charged for member's guests for over-nighting is payable upon entry, if applicable.

xii) Social Membership

Shall be open to persons who are permanently resident within the local Theewaterskloof municipal area. Social Members shall not be entitled to vote at the AGM, to stay overnight on the club premises nor make use of the club's storage facilities. Social Members Guests shall pay 50% of the visitors daily rate.

## **8. APPLICATION FOR MEMBERSHIP**

- a) Application for membership shall be made on the form prescribed by and obtainable from the Club. Each application, together with the prescribed fees, shall be proposed and seconded by two members, in good standing with the Club. The Proposer is responsible to introduce the applicant to a BOARD member. If the applicant is a member of another watersports club and they are confirmed by that club to be a member in good standing, their application shall be immediately accepted by the General Manager and then ratified by the BOARD. Except in those categories of membership listed in paragraph 7 as requiring the approval of the Annual General Meeting of the Club, all other applications shall be presented to the BOARD for final ratification.
- b) A copy of the Constitution and By-laws shall be made available to every person whose application for membership is accepted.
- c) Any person accepted as a member of the Club *ipso facto* agrees to and shall be bound by the Constitution, rules and by-laws in force and any further rules and by-laws which, may be promulgated from time to time.
- d) It shall not be incumbent upon the BOARD to furnish reasons for non-acceptance of any application for membership.

## **9. ENTRANCE FEES**

An Entrance Fee will be fixed by the BOARD for any, or all, categories of membership and, if so fixed, shall be payable by every person admitted to that category. Any person who has been registered with the Club as a Youth member or a child of a Family member for a period of six months, before attaining the age of 21 years, will not be required to pay this entrance fee should they apply for membership in a different category within two years from their 21st birthday. Any person who has been a member in good standing of another watersports club for more than 3 years, Youth, Student, Honorary, Temporary, Social and Schools / Tertiary Institutions members are exempt from paying an entrance fee.

## **10. CLUB FEES**

- a) Club fees includes membership subscriptions, capital levy, SAS membership, boat parking, permanent site lease fee, Plaat site lease fee, boat shed lease fee, the members overnight camping fee and any other amounts invoiced to a Member.
- b) All members, other than Honorary, Honorary Life, Temporary and Life members as described in paragraph 7, shall pay the Club fees, as appropriate to the class of membership and usage, which shall be approved by members at the AGM or a Special General Meeting.
- c) The following members discounts will be given:

- i) Members over the age of 65, 20% off their Membership Fee.
  - ii) Members over the age of 70 and with Permanent Site Leases, provided they have had a permanent site for at least 15 years, 25% off their Permanent Site Fee.
- d) All Club annual fees are due and payable in advance by not later than the end of the month following the month in which the General Meeting was held. A monthly repayment option is available only on request. Such requests must be submitted in writing by not later than 14 days prior to the due date of the payment of the Club Fees. All other fees are payable on presentation by no later than the end of the month in which they are presented, unless otherwise as decided by the Board.
  - e) A statement or account shall be sent out to every member of the Club as soon as possible after the approval of the Club Fees in a General Meeting, setting out the Club fees due.
  - f) A member who has outstanding Club fees may have their membership terminated by the BOARD provided that such termination shall not be effected until 14 days after the posting to such a member of a notification to do so and their attention is drawn to the position as set out in Paragraph 11b).
  - g) Should a membership be terminated by the member, they shall not be entitled to a refund of their membership fees but shall be entitled to a refund of the pro rata balance of any lease fees. They shall remain liable for all other amounts invoiced to their account. Should a membership be terminated in terms of Paragraph 14 of the Constitution there shall be no pro rata refund of any fees.
  - h) Subject to the merits of individual applications in writing, the BOARD may grant a reduction in the Club Fees to long-standing members in exceptional cases where hardship, age or infirmity, preclude the member from regular use of Club facilities. The BOARD can reduce these fees for *bona fide* cases.
  - i) Applications for membership of the Club shall be accompanied by the payment in full of the Club fees (pro-rated, where necessary) applicable for the relevant financial year as prescribed in paragraph 8a).

## **11. CESSATION OF MEMBERSHIP**

- a) Resignation from the Club shall be in writing to the General Manager.
- b) Resignation of membership, or termination of membership in terms of Paragraph 14 of the Constitution, does not release the member from the obligation to pay the Club Fees.
- c) Members who wish to terminate their membership before incurring liability for fees or subscriptions due in the ensuing financial year must submit their resignation in writing on or before 14 days prior to the due date of the payment of the Club Fees.
- d) The BOARD may, at its discretion, impose a penalty, waive outstanding fees or accept a late resignation depending on the merits of the individual case.
- e) A former member of the Club who resigned in good standing and who wishes to rejoin the Club may have their entrance fee, or part thereof, waived by the BOARD.
- f) A member expelled for whatever reason, in terms of Paragraph 14, will not be able to rejoin the Club unless agreed to by the BOARD.

## **12. RIGHTS, PRIVILEGES AND DUTIES OF MEMBERS**

All members in good standing shall have the following rights, privileges and duties:

- a) To enter the premises and grounds of the Club, subject to reasonable and necessary restrictions as the BOARD shall deem expedient from time to time.
- b) To attend, speak and vote (subject to paragraph 13) at General Meetings of the Club.
- c) To wear such uniform, colours or badge as the Club may adopt.
- d) Youth members have restricted rights decided by the BOARD from time to time, but especially regarding the signing in of visitors to the Club. This will be limited to immediate family members only.
- e) Every member shall be a registered member of one or more of the following watersports National Federations:
  - Canoeing South Africa
  - Powerboat Racing South Africa
  - Rowing South Africa
  - South African Freshwater Angling Association
  - South African Inflatable Boat Association
  - South African Sailing
  - South African Sport Anglers and Casting Confederation
  - South African Water Ski & Wakeboard Federation
  - Swimming South Africa

### **13. VOTING RIGHTS AT ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS**

- a) All members, in good standing, shall have full speaking and voting rights at General Meetings, except for the following:
  - i) Honorary Members,
  - ii) Temporary Members,
  - iii) Youth Members, and
  - iv) Social Members.
- b) Voting is done in person and there will be no "PROXY" votes.
- c) Family Members will have two votes, where the spouse / partner are each entitled to one vote, provided they are present at the meeting. Individual, Student, Honorary Life, Country, Absentee, Life and Schools / Tertiary Institutions members shall have one vote. The Schools / Tertiary Institutions Affiliation members designated responsible person only shall be entitled to vote.

### **14. MISCONDUCT**

- a) If, in the opinion of the BOARD, the General Manager or based on a written complaint received, a member has committed a wilful breach of this Constitution, or the by-laws of the Club, or is or has been guilty of improper, dishonest, unsportsmanlike or ungentlemanly conduct or disregard of authority in respect of other members, guests, visitors or employees, two BOARD members and the Manager shall have the power to appoint a Disciplinary Committee under the chairmanship of one BOARD MEMBER to deal with such cases of improper or unbecoming conduct.

- b) The Disciplinary Committee shall, after due enquiry in which the offender has been given the opportunity to account for his actions, decide on the necessary disciplinary action to be taken. This action for serious offenders may take the form of suspension for a predetermined time or expulsion from the Club and the forfeiture of all rights or privileges of the Club or its premises.
- c) Any person disciplined by the Disciplinary Committee, as per paragraph 14 b), shall have the right of appeal to the Trustees. Such appeal must be in writing to the Trustee(s) within 7 days. The two Trustees may uphold, modify or withdraw the disciplinary action, after due consideration. The Trustees decision will be final and will be made within 14 days of the appeal being lodged.
- d) Rules in paragraph 11b) shall apply.
- e) Any person expelled in terms of this clause shall be denied the privileges of the club and may not be signed in as a guest by a member.

## **15. GUESTS AND VISITORS**

- a) Guests:
  - i) The following classes of members may bring visitors to the Club:
    - Ordinary members
    - Family members
    - Youth members
    - Student members
    - Honorary members
    - Honorary Life members
    - Country members
    - Absentee members, and
    - Life members

provided that they are signed in by the member, on the relevant control sheet at the entrance gate.
  - ii) Guests may not be signed in on more than 6 occasions in any one Club year.
  - iii) A member may not sign in more than 4 (four) Guests at any one time unless written permission is received from the General Manager.
  - iv) The member is entirely responsible for the conduct of his guests.
  - v) Members are responsible for paying the relevant guests over-nighting fee(s).

### **b) Visitors:**

Visitors may be admitted to the Club premises but will be required to pay a fee (a daily fee and (if applicable) a nightly fee) as laid down by the relevant regulations. He will be required to abide by the rules formulated on the permit, the by-laws and the safety regulations pertaining to day visitors.

## **16. CLUB FUNDS**

- a) All moneys received from Club fees and all other revenue-producing sources (hereinafter referred to as "Club Funds") shall be paid into the appropriate banking account(s) of the Club.

- b) Such account(s) shall be operated by the General Manager and the Financial Director for the day to day running of the Club.
- c) In the event of dissolution of the Club the Club funds will be handled in accordance with paragraph 35.

## **17. FINANCIAL AND AUDIT ARRANGEMENTS**

- a) The Club's financial year shall be from 1st May to 30th April.
- b) At the end of the financial year the financial books shall be subject to audit by a suitably qualified person or persons appointed at the Annual General Meeting. The BOARD shall cause statements of account and a balance sheet to be prepared and audited at the close of each financial year. These shall be displayed on the notice board in the Clubhouse for at least 14 days prior to the Annual General Meeting and shall be submitted to the Annual General Meeting for approval. Should the audited financial statements be unavailable 14 days prior to the Annual General Meeting, then the Club's most recent financial management accounts must be displayed and at the next Annual General Meeting the then audited financial statements are to be approved.

## **18. CONSTITUTION OF THE BOARD**

18.1 The BOARD shall comprise of a maximum of 9 (nine) Directors with the following portfolios. At least 6 BOARD members shall be actively involved in water sports activities.

- a) **CHAIRMAN**

Chairman of the BOARD and EXCO.

- b) **VICE-CHAIRMAN**

2IC to the Chairman and acting Chairman when Chairman is not available. Specifically, the portfolio shall include Future Planning, development and public relations. This future planning shall include policies regarding black empowerment, labour relations and gender equality. The portfolio includes liaison with the committees.

- c) **DIRECTOR OF FINANCE**

Responsible for the financial portfolio including, but not limited to:

- Assisting with the day-to-day management of the Club's financial affairs,
- Overseeing and assisting with the bookkeeping and record keeping,
- Responsible for management of the banking facilities,
- Financial reporting by presenting financial reports at Board meetings and AGM's or SGM's,
- Financial planning and budgeting by preparing, in consultation with other Board members and the General Manager, the annual budget for approval at the AGM.
- Responsible for management of the Club's fixed assets and inventory, and
- General financial oversight.

- d) **DIRECTOR HOUSE & GROUNDS**

The incumbent provides the BOARD with policies and planning regarding all matters relating to essential services such as water, sewerage, electricity provision, capital projects and Nature Conservation needs and requirements.

e) **DIRECTOR OF EVENTS**

The incumbent is responsible for the policies and planning regarding all Club events and liaises with the Commodore, Water Sports Committee, other sporting codes and Management regarding events to be held at the Club.

f) **TWO DIRECTORS WITHOUT PORTFOLIO**

The incumbents to be appointed to a particular duty by the Board.

g) **COMMODORE WATERSPORTS**

The incumbent to represent all water sport and related activities.

h) **DIRECTOR CARAVAN, CABINS AND CAMPING**

The incumbent is responsible for advising the BOARD on camping matters, caravan sites and camping facilities and is the Chairman, Caravan and Camping.

**18.2 SECRETARY**

The Secretary of the Board shall be appointed by the Board. Such post may be filled by a non-member of the Club. The Secretary does not have any voting rights at the BOARD or EXCO meetings. The Secretary is appointed annually and there is no stipulation regarding the number of terms they may hold office.

**18.3 GENERAL MANAGER**

The Club's General Manager attends BOARD and EXCO meetings but does not have voting powers.

**19. ELECTION OF THE BOARD**

- a) Elections to fill vacancies on the BOARD shall be held annually at the Annual General Meeting or at a Special General Meeting. The members shall elect a maximum of 9 (nine) BOARD members, one of which shall be the Financial Director, one of which shall be the Commodore and one of which shall be the Chairman of Caravan, Cabins and Camping, subject to paragraph 19.b) below.
- b) No Director may serve on the BOARD for longer than five consecutive years. The Directors vacating their office will not be eligible for re-election for one year.
- c) BOARD members shall receive at least one third of the votes cast at the Annual General Meeting or at a Special General Meeting.
- d) Immediately following the General Meeting, the Trustees shall call the BOARD members to a meeting for the BOARD members to elect the Chairman from amongst themselves. The Chairman then appoints the Vice-Chairman and Directors of the various vacant portfolios. To be a candidate for Chairman of the BOARD, the BOARD member shall have served on the Board for at least two years, not necessarily consecutively. In case no suitable candidates are available for the Chairman of the BOARD position, the Trustees may waive this restriction.
- e) By a simple majority decision of the BOARD, a new Chairman may be elected at any stage by the BOARD.

- f) Nominations in writing for the election of members of the BOARD, together with the nominee's acceptance signature, shall be lodged with the General Manager not less than 7 days prior to the Annual General Meeting or Special General Meeting. The General Manager shall advise the members of the nominations received by not less than 6 days prior to the General Meeting.
- g) The only restrictions on the acceptance for a nomination is that the nominee must be a member in good standing at the time of the General Meeting for the BOARD elections and that the nominee has been a member of the club for at least one year.
- h) The BOARD may second Directors to serve on the BOARD as and when the need arises. Such seconded Directors shall not have voting powers and shall be appointed on a twelve month or shorter period. No seconded Director may serve on the BOARD for a period exceeding five consecutive years.

## **20. VACANCIES ON / TERMINATIONS FROM THE BOARD**

- a) Should, for whatever reason, any member of the BOARD become unable or ineligible to continue as such, any suitable member of the Club may be appointed by the BOARD to act in such vacancy until the first ensuing Annual or Special General Meeting, when the vacancy shall be filled in accordance with paragraph 19.
- b) A BOARD Member shall cease to hold office if:
  - i. They cease to be a member of the Club.
  - ii. They resign from office.
  - iii. They become insolvent or assigns their Estate for the benefit of their creditors.
  - iv. They are convicted in a court of law of any serious offence.
  - v. In the event of any member of the BOARD being absent, without the consent of the BOARD, from 2 (two) consecutive meetings, their office shall automatically become vacant.
  - vi. The BOARD by the decision of three-quarters of its members resolves that a BOARD members membership of the BOARD should terminate, provided that the BOARD member shall have the right to appeal to a Special General Meeting convened for such purpose against such decision.

## **21. MEETINGS OF THE BOARD**

- a) The BOARD shall meet as occasion demands, but not less than on 4 (four) occasions throughout the year.
- b) At least three members of the BOARD (i.e. three excluding the secretary and General Manager), of which at least 2 (two) shall be from the EXCO, shall constitute a quorum. In the event of such a quorum not being obtained, the meeting shall stand adjourned and a further meeting called within fourteen days. At any adjourned meeting those present shall, irrespective of number, constitute a quorum.

- c) The meeting to be chaired in order of authority. Should the Chairman and Vice-Chairman be absent simultaneously, then the remaining members shall elect amongst themselves a member to act as Chairman for the meeting.
- d) All decisions made by the BOARD will require a simple majority. The Chairman shall have an additional casting vote, when necessary.
- e) Proper minutes of the meetings must be taken and circulated to all BOARD members and a copy must be posted on the Club website once the minutes have been approved by the BOARD.

## **22. EXECUTIVE COMMITTEE (EXCO)**

- a) The EXCO shall comprise of the Chairman, Vice-Chairman, Director of Finance and one other Director.
- b) The EXCO shall act as a mini board in lieu of full Board meetings whenever an emergency arises or to handle items delegated to it by the BOARD. The BOARD shall decide what may be delegated to the EXCO.
- c) The EXCO shall serve as a bridge between the BOARD and the General Manager on sensitive issues, taking the BOARD'S concerns to the General Manager and the General Manager's concerns to the BOARD.
- d) The EXCO shall conduct a performance appraisal of the General Manager annually.
- e) At any meeting of the EXCO any 2 (two) members, excluding the General Manager, shall constitute a quorum. Decisions must be reached by consensus, failing which the matter must be referred to the BOARD for a decision.
- f) The EXCO shall have the authority to open and operate banking accounts in the name of the Club, or subsidiary accounts as may be required from time to time, and draw, accept, make and execute bills of exchange, promissory notes, cheques, etc. in the name of the Club. Any one member of the EXCO, plus the General Manager, shall sign such documents and negotiable instruments.
- g) The EXCO shall have the authority to make and give receipts, releases and other discharges for moneys paid to the Club.
- h) The EXCO's duties shall be to ensure that proper effect is given to mandates issued to it by the BOARD and to consider applications for membership to the Club, during months when the BOARD may not meet, for whatever reasons.

## **23. TRUSTEES OF THE CLUB**

- a) The Trustees are entrusted with the Club assets and are responsible to the Club that these are utilised in the best interests of the majority of the Club members.
- b) They are also responsible for ensuring that the BOARD and EXCO function properly. If not satisfied, they may call a Special General Meeting to address this issue.
- c) The Trustees are not members of the BOARD or EXCO. When in attendance, the Trustees do not have any voting rights.
- d) The Trustees may attend any meetings in an advisory or auditing capacity, give inputs, and be co-opted onto any committee(s) formed.

- e) After due consideration, the Trustees shall have the right to uphold, modify or withdraw any disciplinary action against any member or staff member, decided upon by the Disciplinary Committee as detailed in paragraph 14c).

Three Trustees are elected annually at the Annual General Meeting and may not serve more than five consecutive years in this capacity.

## **24. COMMITTEES OF THE CLUB**

- a) The BOARD may appoint relevant Committees and Sub-Committees where the need arises. These Committees and Sub-Committees exist to perform the responsibilities assigned to them by the BOARD or duties specified in the By-laws. Committees primarily advise the BOARD, organise and plan their section's activities, and help the Club to carry out certain duties assigned to them by the BOARD.
- b) The Chairman or Commodore and members of the three standing Committees as per paragraph 24.d) below are elected annually at the respective Committees Annual General Meetings (which shall be held on the day prior to the Clubs Annual General Meeting). The voting and nomination procedures shall be by simple majority. The Chairman or Commodore of the standing committees shall be from amongst those who have been nominated in terms of paragraph 19.f) above.
- c) Each Committee is entitled to a certain amount of autonomy in the running of its affairs and have certain functions delegated to it by the BOARD.
- d) The following standing Committees shall be formed:

### **24.1 The Financial Committee (FinComm):**

- (i) Assisting with the day-to-day management of the Club's financial affairs,
- (ii) Overseeing and assisting with the bookkeeping and record keeping,
- (iii) Responsible for management of the banking facilities,
- (iv) Financial reporting by presenting financial reports at Board meetings and AGM's or SGM's,
- (v) Financial planning and budgeting by preparing, in consultation with other Board members and the General Manager, the annual budget for approval at the AGM.
- (vi) Responsible for management of the Club's fixed assets and inventory, and
- (vii) General financial oversight.

### **24.2 The Water Sports Committee:**

- (i) Represents all water sport activities conducted on the dam.
- (ii) Each water sport activity may have a member on the Water Sports Committee, who are elected in terms on Clause 24b). The Chairman of the Water Sports Committee shall be the Commodore as elected per Clause24b).

- (iii) Where the particular water sport has representation at a National, Provincial or Area level, the Commodore or his approved representative will be accepted as the Club's representative.
- (iv) Any of these water sports having particular levies, dues or affiliation fees to the National, Provincial or Area organisations must ensure that this information is passed to the EXCO so that these fees can form part of the annual Club fees for the members in that particular section.
- (v) The Club recognises South African Sailing (SAS) as the national coordinating body for all sailing activities and SAS membership fees will be collected from the relevant members and paid to SAS. Membership of the Club may be terminated where a member who partakes in any form of sailing refuses to pay the annual SAS membership fee.
- (vi) The Commodore will have the right to attend, as an observer, any meetings of the Water Sport's Sub-sections.

#### **24.3 The Caravan, Cabins and Camping Committee:**

- (i) Represents the interests of all members regarding camping and related matters at the Club.
- (ii) Is responsible for advising the BOARD on camping matters, sites and camping facilities and is headed by the Chairman, Caravan, Cabins and Camping.

### **25. COMMITTEE RULES**

General rules applying to all Committees.

- (i) Committees and Sub Committees shall be entitled to apply for Club Funds as defined in paragraph 16 for running of any special events, improvements or administration but this is subject to a budget being submitted to the BOARD beforehand and approved. This budget will form part of the Club's budget and the expenditure will form part of the Club's expenditure.
- (ii) Committees will be responsible for laying down a set of rules and regulations pertaining to their activities, subject to final BOARD approval (known as the Terms of Reference).
- (iii) Any action against a Club member, recommended by a Committee, must be ratified by the BOARD.
- (iv) Any meeting of recognised committees will be required to keep minutes and the BOARD shall have access to these minutes, if required.
- (v) The FinComm, Water Sports Committee and the Caravan, Cabins and Camping Committees shall meet at least 6 (six) times per annum. Other Committees appointed as per Clause 24a) shall meet as mandated by the BOARD.
- (vi) A Committee elected as per Clause 24a) shall comprise of at least four members, and a quorum shall comprise of at least three members.

### **26. GENERAL MEETINGS OF THE CLUB**

#### **a) Annual General Meeting**

The Annual General Meeting shall be held during the months of May or June each year and the Board shall give members 30 days' notice in writing of the date and time of the meeting. Non-receipt of this notice shall not vitiate the proceedings of the meeting. Proper minutes must be kept and made available to members.

The business of the Annual General Meeting shall be as follows:

- (i) the presentation of the Annual Report of the BOARD for the proceedings over the last year.
- (ii) the presentation of the audited Accounts and Balance Sheet of the Club.
- (iii) the presentation and approval of the Clubs Strategic and Site Development Plans.
- (iv) to appoint the Auditors.
- (v) to elect the members of the BOARD.
- (vi) to elect the Trustees.
- (vii) the election of Honorary Members.
- (viii) any annual or special business that may properly be dealt with at an Annual General Meeting.

#### **b) Special General Meeting**

A Special General Meeting may be called at any time by the BOARD or following a requisition signed by at least 20 (Twenty) members in good standing of the Club. This meeting is to be held as soon as possible subject to the same notice period conditions as in paragraph 26a). The notice convening the meeting shall state the purpose for which the meeting has been called and the meeting shall not be competent to discuss any other business.

#### **c) Quorum**

A minimum of 60 (Sixty) members in good standing as at the start of the General Meeting, of the Club, shall constitute a quorum. If a quorum is not present within 30 minutes of the fixed time for the meeting, then the meeting shall stand adjourned to the same day in the next week at the same place and time, and those members present at such an adjourned meeting shall constitute a quorum and may transact the business for which the meeting has been called.

#### **d) Voting at General Meetings**

- (i) Voting eligibility is detailed in paragraph 13 of the Constitution.
- (ii) Voting for resolutions to be adopted will be by show of hands and will require a two-thirds majority vote to carry.
- (iii) In cases where the ballot is requested by more than 25% of the voting members present, then the voting shall be by ballot only.

- (iv) The election of members to the BOARD, where required, shall be by ballot and a simple majority will suffice. Should more than two nominations be received, the "Electoral College" system of voting will be used.
- (v) At all General Meetings the Chairman, or failing him the Vice-Chairman, shall be the Chairman and shall have an additional casting vote, where necessary.

## **27. BY-LAWS**

By-laws shall be drafted by the BOARD and may be amended from time to time. These by-laws will be made available on the Club website. These by-laws shall be binding on all members, guests and visitors. They can be framed or amended without the authority or approval of a General Meeting.

## **28. SAFETY REGULATIONS**

Notwithstanding anything to the contrary, the BOARD shall have the right to approve and enforce such safety regulations as it shall deem fit and / or is legislated. Copies of these safety regulations shall be made available on the Clubs website and to all members, guests and visitors on request. The Club, however, holds no responsibility for the due execution and enforcement of such regulations and any injury, death or damage that may result from or follow any incident on the Club land or on the Theewaterskloof Dam.

## **29. CLUB LIABILITY**

The Club shall not be liable for any property lost, stolen, damaged or mislaid, nor shall the Club be responsible for bodily injury to, or death of, any person either on the Club land or while using the Theewaterskloof Dam. The term, "The Club" shall include all Officials, Office Bearers, Agents, Servants and Employees.

## **30. DAMAGE TO CLUB PROPERTY**

The Club land and amenities are for the use of all members and any member will be liable to make good, repair or pay for any damage done to Club property / equipment, whether the damage is done by the member personally or by any of his guests or sub-contracted labour he may use.

## **31. INTERPRETATION OF THE CONSTITUTION**

Should there be any difference of opinion or understanding, the decision of the Trustees as to the interpretation of the Constitution, by-laws or safety regulations shall be final and binding.

## **32. AMENDMENTS TO THE CONSTITUTION**

- a) This Constitution can only be amended or replaced at a properly constituted Annual General Meeting or a Special General Meeting called specifically for that purpose and must be accepted with a two-thirds majority at the meeting.
- b) Draft proposals for amendments to the Constitution must be submitted to the BOARD in writing at least 21 days prior to this meeting.
- c) Any amendments to the Constitution will take immediate effect on being accepted unless a specified date has been applied as the effective date.

- d) Any amendments will form part of the new Constitution, and this will supersede all previous Constitutions.

### **33. BAR CONTROL**

- a) The BOARD shall have the authority and be required to carry out and enforce the obligations of the Club under the Liquor Act of 2003 (Act 59 of 2003), as amended, or any Act passed in place thereof, and under the Rules and Regulations thereof or under any other relevant Act, Law or Regulation, and the conditions and provisions of all such enactment's shall be taken as embodied in this Constitution, which shall be deemed *ipso facto* to have been amended or varied accordingly.
- b) Any annual or temporary Liquor Licence acquired by the Club shall be applied for in the name of the Club, the BOARD or such other person as may be appointed for that purpose by the BOARD. The General Manager, in terms of the Liquor Act of 2003 (Act 59 of 2003), is appointed as the 'registered person'.

### **34. PROPERTY LEASE AGREEMENT**

- a) The BOARD shall re-apply for the Lease Agreement for the relevant land, adjacent to the Club property, when appropriate.
- b) The BOARD shall, by implementing appropriate control systems to enforce the conditions and stipulations of the Lease Agreement between the Club and the relevant Government body, ensure that these conditions and stipulations are adhered to.

### **35. DISSOLUTION OF THE CLUB**

The Club may be wound up by resolution passed at an Annual General Meeting or Special General Meeting specifically called for that purpose, provided that such resolution shall be passed by a two-thirds majority of those present and voting. In the event of such resolution being passed, the Club members present shall dispose of all the Club assets, including property, equipment, Club Funds etc, to a similar club and / or organisation.

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**Annexure A****LIST OF BOAT SHED ACCOMMODATION LESSEES**

Boat Shed 1	Regatta office / Bosun Store
Boat Shed 2	Trevor Spilhaus
Boat Shed 3	Eduard Christian Malherbe (Life member)
Boat Shed 4	Training Room
Boat Shed 5	Training Room
Boat Shed 6	Pierre Droomer (Life member)
Boat Shed 7	Accommodation Cabin
Boat Shed 8	Accommodation Cabin
Boat Shed 9	Alison Sarkozy (Life member)

## **Annexure B      CLUB COLOURS AWARD CRITERIA AND CLUB TROPHIES**

The following is the list of Club Colours award criteria:

TSC Colours will be awarded, annually by the Board at the AGM. In all cases the Water sports Sub-committee, or any other relevant Sub-committee, must submit its recommendations for the awarding of Colours to the Board at the Board meeting, prior to the AGM (normally held in May or June).

TSC Colour awards are only made to Club members and are given in recognition of achievements, whilst representing the Club.

TSC Colours can be achieved in any one of the following ways:

### **A)      Sailing Awards:**

- 1) Any sailor who represents the Club and who wins a Gold, Silver or Bronze medal in a Provincial, National or International yachting event will be awarded TSC Colours. For smaller classes sometimes only two, or only one, medal award(s) is made according to the parameters as laid down by South African Sailing. In crewed boats, all the members of the crew are eligible for TSC Colours, with the proviso that they have crewed during all the races of the relevant regatta.
- 2) Any sailor who is given National RSA Colours will, automatically qualify for TSC Colours.

### **B)      Other Water Sport Awards:**

TSC Colours will also be awarded for other water sports where the Club is represented, and the parameters will be worked out using those for sailing awards as the guideline.

### **C)      TSC Club Colours for Merit:**

TSC Colours may also be awarded for outstanding service to sailing, other water sports or service rendered to / for the Club.

### **D)      TSC Club Recognition of Achievement Awards:**

Recognition of achievement awards will be awarded to those who do not represent the Club but who achieve the TSC colours criteria as per above.

## **LIST OF CLUB TROPHIES**

The following is the list of Club Trophies:

- |                        |                               |                              |
|------------------------|-------------------------------|------------------------------|
| 1 Speedprint Trophy    | 11 TSC Dabchick Trophy        | 21 Youth Hobie Trophy        |
| 2 Chiltern Trophy      | 12 Shakatak Trophy            | 22 Spar Hobie 14 Trophy      |
| 3 Spilhaus Junior Cup  | 13 Gloria Machin Trophy       | 23 Spar Hobie 16 Trophy      |
| 4 Spilly's Tankard     | 14 TSC Yachtsman of the Year  | 24 Multihull Comrades Trophy |
| 5 Norton Trophy        | 15 Saldanha Trophy            | 25 Beele Bowl Trophy         |
| 6 Trying Trophy        | 16 Old Brown Trophy           | 26 Second Skins Shield       |
| 7 Commodores Trophy    | 17 Skipper of Skippers Trophy | 27 Potjiekos Trophy          |
| 8 Double Decker Trophy | 18 Bayer Monsanto Trophy      | 28 Potbrood Trophy           |
| 9 Suzi-Q Trophy        | 19 Gordon Elms Trophy         |                              |
| 10 Club Trophy         | 20 "Bumper" Trophy            |                              |

**Annexure C      LIST OF LIFE AND HONORARY LIFE MEMBERS**

Barker, Brian  
Bowers, Anthony  
Bradley, Chris & May  
Bradley, David & Sally  
Coxall, John & Marion  
Davies, Colin  
Droomer, Dave & Vivienne  
Droomer, Pierre & Rene  
Fismer, Wilhelm & June  
Golding, Jenny  
Green, Bruce & Phebe  
Grimbeek, Brent & Camilla  
Grimbeek, Diana  
Harford, Colin & Fernanda  
Heese, Daniel & Tersia  
Hoffman, Audrey  
Hoffman, Roger & Dianne  
Howell, Mervyn  
Hutton-Squire, Hannelie  
Joao, Michael & Carol  
Jooste, Michael  
Kelly, Bruce & Wendy  
Loftus, Thomas & Shaun  
Malherbe, Tielman & Anita  
Malherbe, Christiaan & Marianna  
Malherbe, Francois & Elize  
Malherbe, Ludwig & Mariette  
Malherbe, Gideon & Chantal  
Norton, Diana  
Payne, Anthony & Veda  
Sarkozy, Alison  
Spilhaus, John & Erika  
Spilhaus, June  
van Niekerk, Gielie & Wilna  
van Zyl, Leonie  
Went, Marion