



CONSTITUTION

Updated May 2021

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1. Name

- 1.1** The name of the Society shall be the ESKOM HEAD OFFICE GOLF SOCIETY.

2. Legal Person

- 2.1** The Society is a legal person and shall in its own name be capable of suing and being sued.

DEFINITIONS

In this Constitution and in any Rules framed there under, unless inconsistent with the context, those signifying the singular shall include the plural and vice versa, and those signifying the masculine gender shall include the feminine gender and vice versa.

The following words shall have the meaning hereby assigned to them:

- 'Society' shall mean the **ESKOM HEAD OFFICE GOLF SOCIETY**
- 'Executive' shall mean the Executive Committee as elected at the Annual General Meeting of the Society
- 'Member' shall mean any person who has applied and been duly accepted in terms of this Constitution
- 'Life Partner' shall mean any person who is a party to a heterosexual or homosexual relationship with a member of the Eskom Head Office Golf Society as defined by clause 4.1.1 of this Constitution; provided that such relationship must be intended to be permanent, exclude any other person and involve cohabitation, an obligation of mutual emotional support between the parties and a reciprocal obligation to support one another financially in circumstances where the one has the means to do so and the other requires such support in order to maintain, without recourse to public funds, his or her financial and social standing and standard of living
- 'Rules' shall mean the Rules of the Society

3. Objectives of the Society

3.1 The objectives of the Society shall be:

- 3.1.1 to encourage, promote and organize the game of GOLF for all its Members;
- 3.1.2 to enhance working relations with Eskom's key business partners; and
- 3.1.3 to arrange amenities for its Members for the playing of GOLF.

3.2 In pursuance of the above objectives the Society may:

- 3.2.1 arrange matches and competitions;
- 3.2.2 arrange social functions;
- 3.2.3 call for sponsorships;
- 3.2.4 teach or arrange for GOLF to be taught;
- 3.2.5 encourage participation in GOLF;
- 3.2.6 generally take control of and maintain any activity for the benefit of Members;
- 3.2.7 lend and invest funds and moneys of the Society as may be deemed fit for the benefit of the Society;
- 3.2.8 raise or borrow money and secure the repayment thereof;
- 3.2.9 institute, conduct, defend, settle or abandon any legal action or proceedings in any Court or by arbitration by or against the Society or its officers, employees or Members concerning the affairs of the Society, or assist any officer, employee or Member in any such action or proceedings;
- 3.2.10 make donations in furtherance of the objectives of the Society; and

- 3.2.11 enter into agreements of whatever nature in pursuance of the objectives, administration and activities of whatever nature of the Society.

4. Membership

4.1 Membership eligibility

Any person who is keen on participating in the game of golf and is

- 4.1.1 an employee of Eskom or any of its subsidiaries, who performs a Head Office role / function; or
- 4.1.2 the Spouse or Life Partner of a Member as defined in clause 4.1.1 hereof; or
- 4.1.3 a child below the age of 18 (eighteen) years and who is a dependent of a Member as defined in clauses 4.1.1 or 4.1.2 hereof; or
- 4.1.4 a current Member as per clause 4.1.1 hereof who goes on pension; or
- 4.1.5 any person who the Executive deems beneficial to the Society;

and who is

- 4.1.6 a member of a club affiliated to the South African Golf Association (SAGA)

may apply for membership of the Society.

- 4.2 Applications for Ordinary, Junior and Temporary class of membership (as defined in clause 4.4 hereof) must be proposed and seconded by two paid-up Members of the Society.
- 4.3 Nominations for Honorary and Life class of membership (as defined in clause 4.4 hereof) must be proposed and seconded by two paid-up Members of the Society.

4.4 Classes of membership

- 4.4.1 Ordinary Member (Eskom employee)
Members as defined in terms of clause 4.1.1 hereof.
- 4.4.2 Ordinary Member (Eskom-pensioner)
Members as defined in terms of clause 4.1.4 hereof.
- 4.4.3 Ordinary Member (Non-Eskom)
Members as defined in terms of clause 4.1.2;
- 4.4.4 Junior Member
A Junior Member is a member as defined in terms of clause 4.1.3 hereof, and who is under the age of 18 (eighteen) years. A Junior Member has no voting rights.
- 4.4.5 Honorary Member
Honorary membership, for a period not exceeding 1 (one) year, may be conferred by the Executive on any person by virtue of any particular service such a person has performed for the Society or by virtue of any public office such a person holds.
- 4.4.6 Life Member
Life membership may be conferred by the Society at an Annual General Meeting on any person who has been a Member in good standing for a period of at least 5 (five) years and who in the opinion of the Executive has rendered exceptional service to the Society during the period of membership.
- 4.4.7 Temporary Member
Temporary membership may be conferred on any person, for a period not exceeding 31 December in any year, at the discretion of the Executive, and subject to conditions determined by the Executive.
- 4.4.8 Sponsorship Member
Sponsorship membership may be conferred by the Executive to a business that sponsors a Society GOLF game. Membership shall be limited to 2 (two) Sponsor Memberships per sponsorship.

4.4.9 Membership conferred in accordance with clause 4.1.5 hereof, shall be assigned to the appropriate class of membership by the Executive.

4.5 Membership Total and Ratio

Membership of the Society will be managed by the Executive and be limited to a membership total and a ratio between the classes of membership, as defined in clause 4.4 hereof, that will not compromise the objectives of the Society.

5. Application for membership

- 5.1 Upon application for Ordinary, Junior, and Temporary class of membership, duly proposed and seconded by two paid-up Members of the Society, the Executive shall consider such application and may approve on a two-third-majority basis such a person as a Member. The Executive may request additional or confirmation of information prior to taking a decision on an application.
- 5.2 The Executive shall have the right to reject any application for membership. Upon request the Executive will furnish reasons. In the event of an application being rejected, the application or a subsequent application shall not be reconsidered within the same calendar year.
- 5.3 A candidate for membership shall not have use of the amenities of the Society until such time as the application has been approved unless the Executive has granted special approval.

6. Termination of Membership and Privileges

Once an application for membership of the Society has been approved by the Executive, such membership shall continue, subject to compliance with clauses 7.1 to 7.8 hereof. Termination of membership and privileges occurs under the following conditions:

- 6.1 The membership of an Ordinary Member (Eskom employee) automatically terminates when the eligibility criterion as defined in clause 4.1.1 hereof is no longer met (i.e. the Ordinary Member (Eskom employee) resigns or is

dismissed from Eskom or the Eskom subsidiary) – the membership terminates on the date when the resignation or dismissal comes into effect;

- 6.2** The membership, through the eligibility criterion as defined in clause 4.1.2 hereof, of a Spouse or Life Partner automatically terminates on the date of termination of the membership of the associated Ordinary Member (Eskom employee), or on termination of the formal relationship between the Spouse or Life Partner and the associated Ordinary Member (Eskom employee).
- 6.3** The membership, through the eligibility criterion as defined in clause 4.1.3 hereof, of a child of a Member automatically terminates on 31 December of the year in which the child attains 18 (eighteen) years of age, or, if relevant, on the date of termination of membership of the parent member as defined in clause 6.1 hereof;
- 6.4** An Ordinary Member (Eskom employee) who retires on pension continues as a Ordinary Member (Eskom pensioner), subject to compliance with clause 7.1 hereof;
- 6.5** The privileges of membership of any Member who has failed to pay the annual subscription or any other fee or reimbursement of costs prescribed by the Committee prior to the Annual General Meeting, shall automatically be terminated and such Members will need to re-apply for membership;
- 6.6** Any Member, who wishes to terminate membership, shall notify the Executive to that effect in writing prior to the date on which his next subscription falls due, failing which the Member shall be liable for payment of such subscription;
- 6.7** The privileges of membership of any Member who resigns from the Society terminates with effect on a future date designated by the Member, or in the absence of a designated date, on the date of the letter of such resignation. Resignations may not be back-dated;
- 6.8** The membership of any Member who has been expelled in terms of the Rules shall terminate with effect from the date of the letter signed by the Chairman or Vice-Chairman of the Society;
- 6.9** Any Member who is suspended in terms of the Rules shall remain responsible for the payment of subscriptions during the period of suspension;

- 6.10** The Executive shall have the right, in terms of clause 4.1.5 hereof, to approve the continuation of Membership and Privileges that have been terminated in terms of clauses 6.1 and 6.2 hereof, subject to compliance with clause 7.1 hereof.
- 6.11** The Executive shall have the right, in terms of clause 4.1.5 hereof, to approve the continuation, in the category of Temporary Member as defined in Clause 4.4.7 hereof, of Membership and Privileges that have been terminated in terms of clause 6.3 hereof, subject to compliance with clause 7.1 hereof, and subject to submission before 30 November each year by the member of a signed affidavit that the child will be financially dependent on the member in the subsequent year. The Executive may not approve the continuation of Temporary Membership of the child of a member in these circumstances beyond 31 December of the year in which the child attains 21 years of age or in which the child is no longer financially dependent on the member.

7. Subscriptions and entrance fees

- 7.1** Ordinary and Junior membership shall be subject to payment of such entrance fees and such annual subscriptions as may be determined by the Executive from time to time.
- 7.2** The Executive may, where it adjudges it to be in the interests of the Society or the promotion of the golf, waive payment of or reduce the entrance fee or annual subscription generally payable in respect of any Member. Any decision of the Executive in this regard must be in writing and must be brought to the attention of the Members of the Society within one calendar month of the decision.
- 7.3** The Executive may determine a differentiated scale of annual subscriptions for any Member(s), regardless of the age group of such Member(s). The Executive may limit the rights and privileges of any such Member(s). Any decision of the Executive in this regard must be in writing and must be brought to the attention of the Members of the Society within one calendar month of the decision.
- 7.4** Temporary membership shall be subject to payment of such fee as may be determined by the Executive from time to time.

- 7.5** Honorary and Life membership shall not be subject to the payment of an annual subscription.
- 7.6** Sponsorship membership shall not be subject to payment of an entrance fee or an annual subscription.
- 7.7** The Executive must determine the entrance fee and annual subscriptions payable for the next financial year, and inform the Members of the Society thereof before 30 November each year.
- 7.8** The annual subscription is due on 1 January each year.

8. Honorary President

- 8.1** An Honorary President may be elected by the Members of the Society at their Annual General Meeting and shall hold such position for a period of 1 (one) year.

9. Management

- 9.1** The management of the Society shall be vested in an Executive Committee ("the Executive") which shall meet at least 10 (ten) times during the period between two consecutive Annual General Meetings.
- 9.2** The Executive shall consist of 10 (ten) or fewer members.
- 9.3** The Members of the Society at the Annual General Meeting shall elect the Executive.
- 9.4** The Executive shall automatically be dissolved at each Annual General Meeting as soon as the Executive for the ensuing year has been elected, but the outgoing Chairperson shall act as such until the end of that Annual General Meeting.
- 9.5** The Executive shall, at its first meeting after the AGM, nominate from its ranks Members to perform or administer the following functions or portfolios:
 - 9.5.1** Chairperson of the Executive Committee and of the Society;

- 9.5.2 Vice-Chairperson of the Executive Committee and of the Society (an optional portfolio)
 - 9.5.3 Club-Captain of the Society;
 - 9.5.4 Competition Secretary of the Society;
 - 9.5.5 Treasurer of the Society;
 - 9.5.6 Secretary of the Executive Committee and of the Society;
 - 9.5.7 Membership of the Society;
 - 9.5.8 Golf Events of the Society;
 - 9.5.9 Sponsorship of the Society; and
 - 9.5.10 Marketing of the Society.
- 9.6** Each Member of the Executive may administer more than one portfolio. Further, the Executive shall have the right to appoint administrative staff who will not be members of the Executive.
- 9.7** Members of the Executive shall serve in an honorary capacity.
- 9.8** The provisions of clause 9.7 hereof shall not be interpreted or prevent Members of the Executive from recovering any out of pocket expenses incurred in the execution of any function or task performed at the request of or on the instruction of the Executive.
- 9.9** The Executive shall have the right to appoint standing or ad-hoc sub-committees as may be determined to be necessary for the proper management of the Society.
- 9.10** The Executive shall have the power to co-opt other Members of the Society to act in such capacity and for such periods, as it may determine. Such co-opted Members shall act in their respective capacities in terms of their appointments only and shall have no voting rights on the Executive.
- 9.11** The Executive shall have the power to fill any vacancy on the Executive that may occur during the year. Such appointees shall have rights identical to those of elected Members of the Executive.

9.12 No Member may be elected to the Executive unless such Member is present at the Annual General Meeting or has indicated in writing that he or she will accept election.

9.13 The position of an elected Member of the Executive shall automatically become vacant if the elected Member resigns from the Executive or is absent from three consecutive meetings without apology.

10. Meetings

10.1 Annual General Meeting

10.1.1 The Society's Annual General Meeting shall be held before the end of the month of April each year.

10.1.2 The Executive shall determine the time and venue of each such Annual General Meeting.

10.1.3 Notice of the Annual General Meeting shall be provided at least 14 (fourteen) days prior to the meeting and such a notice shall be deemed to be a due and proper notice.

10.1.4 Documentation to be tabled at the Annual General Meeting shall be provided in electronic format at least 7 (seven) days prior to the meeting.

10.1.5 The following shall be on the agenda for the Annual General Meeting:

- Signing of attendance register, ensuring that a quorum is present, declaration of meeting
- Apologies
- Confirmation of minutes of previous Annual General Meeting.
- Presentation and adoption of Annual report.
- Presentation and adoption of Financial report.
- Election of Honorary President.
- Election of Members of the Executive Committee.
- Election of Honorary and/or Life Members.
- Consideration of proposed changes to the HOGS Constitution

- Consideration of any other matters specifically raised in the Notice of the Annual General Meeting.
- Matters to be considered by the new Executive Committee

10.2 Special General Meeting

10.2.1 A Special General Meeting may be called at any time by the Executive subject to 7 (seven) clear days notice having been provided. The Executive, on receipt of a request signed by at least a total of twenty (20) percent of Members, shall call a Special General Meeting;

10.2.2 No business other than that placed on the agenda for the meeting shall be transacted at the meeting or at any adjournment thereof.

10.3 Chairperson

10.3.1 In the absence of the Chairperson or Vice-Chairperson of the Executive Committee, at the Annual General Meeting or a Special General Meeting the Executive Committee shall nominate a Chairperson for the purpose of that meeting.

10.4 Quorum

10.4.1 Twenty (20) percent of Members, entitled to vote and present at the meeting, shall constitute a quorum for any General Meeting;

10.4.2 For purpose of clause 10.4.1 hereof, the certificate of the Executive Committee as to the number of current Members shall constitute proof thereof.

10.4.3 If no quorum is present within half an hour of the specified starting time, the meeting shall in the case of a Annual General Meeting or a Special General Meeting, be adjourned to the first appropriate day within 14 (fourteen) days of the adjourned meeting;

10.4.4 At such adjourned General Meeting the Members present shall be deemed to be a quorum.

10.5 Voting

10.5.1 Any Member in arrears with any payment due to the Society is disqualified from voting at any General Meeting;

- 10.5.2 At any General Meeting voting shall be by secret ballot;
- 10.5.3 The Chairperson of any General Meeting shall have a casting vote at such a meeting in addition to his normal vote in the case of a tie;
- 10.5.4 Only Ordinary, Honorary and Life Members as defined in clauses 4.4.1, 4.4.2, 4.4.3, 4.4.5 and 4.4.6 hereof shall be entitled to vote at any General Meeting;
- 10.5.5 Proxy votes shall only be accepted at Annual or Special General Meetings of the Society insofar as they are votes received from Members who have furnished reasons for their absence acceptable to the Executive.
- 10.5.6 Such proxy votes shall be received by the Executive at least 24 (twenty four) hours prior to the commencement of the meeting and shall specify the purpose and scope of proxy.
- 10.5.7 No Member may act as nominee by proxy for more than one other Member.

10.6 Presumption as to correctness of Minutes

- 10.6.1 Minutes signed by the Chairperson of any General Meeting to which such minutes relate or by the Chairperson of any succeeding General Meeting of the same body shall be sufficient evidence of the proceedings of such a meeting.

10.7 Executive Meetings

- 10.7.1 Refer clauses 9.1 to 9.13 hereof.
- 10.7.2 Fifty percent (50%) - if necessary rounded up to a whole number - of the members of the Executive Committee shall form a quorum at an Executive Committee Meeting.
- 10.7.3 In the absence of the Chairperson or Vice-Chairperson, at any meeting of the Executive Committee, the Members present shall nominate a Chairperson for the purpose of that meeting.

11. Powers and Duties of the Executive

In pursuance of the objectives of the Society, as defined in clause 3 hereof, the Executive may;

- 11.1** invest monies for the benefit of the Society;
- 11.2** realize, sell or otherwise dispose of any of its assets for the benefit of the Society;
- 11.3** ensure that the following records are kept;
 - 11.3.1** a register of Members;
 - 11.3.2** a minute book reflecting the proceedings at all Annual General Meetings, Special General Meetings and Executive Committee Meetings;
- 11.4** frame, add to, alter or rescind Rules which shall be binding upon all Members, provided however, that such Rules are consistent with this Constitution;
- 11.5** approve Honorary Membership or award any Member of the Society for meritorious service;
- 11.6** recommend any person for Life membership;
- 11.7** rescind any award previously made by it to any person should such a person act, or have acted, in the opinion of the Executive, in a manner detrimental to the Society provided that such decision shall only be of force and effect if carried with two-thirds majority of Members present and voting;
- 11.8** appoint the Chairperson and Members of any Sub-committee which may be required and delegate in writing such of its own powers as may be necessary;
- 11.9** in the name of the Society institute, conduct, defend, settle or abandon any legal proceedings by or against the Society or its officers and its officers and its employees concerning the affairs of the Society;
- 11.10** control the revenue and expenditure of the Society; and

- 11.11** the Executive shall have the power to open and operate such banking accounts in the name of the Society as it may deem necessary and shall nominate and authorise the persons who may sign all cheques, contracts, Deeds, Bonds and Powers on behalf of the Society. The above documents shall be signed by at least two of the persons nominated and authorised to sign.
- 11.12** In addition to the general duties of the Executive as mentioned above and subject to the specific duties assigned to the Treasurer herein, the Executive may determine any duties to be assigned to the Members of the Executive.

12. Powers and duties of the Treasurer

The Treasurer shall:

- 12.1** render a monthly report to the Executive together with a trading, income and expenditure account, and a balance sheet covering the activities of the Society for the preceding month;
- 12.2** submit on a monthly basis to the Executive for approval all accounts paid or to be paid;
- 12.3** through the Chairperson, be subject to the control of the Executive and shall also be responsible to carry out any other duties, which may be determined by the Executive.

13. Winding Up

- 13.1** The Society may be dissolved by a resolution passed by any Special General Meeting called for that purpose, provided that such resolution is passed by a majority of two-thirds of the Members present and entitled to vote at such a meeting and provided further that notice of such resolution shall be given simultaneously with the convening of the meeting.
- 13.2** If upon winding up, or dissolution of the Society, and after the satisfaction of all its debts and liabilities, there shall remain any assets whatsoever, the Executive shall determine in which manner such assets shall be dealt with. If there is any contractual obligation upon the Society in terms of any valid

agreement then the stipulations of that agreement shall be followed and taken into consideration when dealing with the above assets.

14. Amendments of the Constitution

- 14.1** No amendments to this Constitution shall be made unless approved by a quorum of Members present and entitled to vote at a duly constituted Annual General Meeting.
- 14.2** Any resolution which proposes any recommended amendments to this Constitution shall be fully stated in the documentation provided for the meeting.

15. Conflict of Law

- 15.1** In the event of any provision of this Constitution being in conflict at any times with any statutory requirement such provision shall be of no force or effect and shall be deemed to be “Pro non scripto”.

16. Indemnity of Management

- 16.1** No personal responsibility for any debt or liability of the Society of whatsoever nature shall accrue to any Member serving on any Committee of the Society by virtue of such office.