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CONSTITUTION
OF
PARYS GOLF CLUB

1. INTRODUCTION

WHEREAS Parys Golf and Country Estate (PGCE) composes of a residential Estate which is governed by the provisions of the Memorandum of Incorporation (the MOI) of the Homeowners Association (HOA) NPC 2005/008016-08 as well as the Golf course and which is managed and conducted as an income earning business.

THEREFORE, this document records the governing rules, membership, golfing activities, corporate governance and all-related activities and positions associated with golf and the PGCE.

2. DEFINITIONS

In this document, unless the contrary meaning is clear from the context of this document, the following terms herein shall have the following meaning:

2.1 A reference to the masculine shall include the feminine gender and the singular shall include the plural and *vice versa*;
2.2 "AGM" refers to the Annual General Meeting of the Club convened in terms of this Constitution and held annually before 30 September;
2.3 "Board" refers to the Board of Directors of PGCE, registration number 2005/008016-08, herein referred to as "the Company".
2.4 "Club or the Club" refers to the PGCE as a golf club and includes all associated activities associated with a golf club, its personnel, it's management and all persons involved in the administration of the golfing activity;
2.5 "Club Captain" refers to the golf member elected at the AGM in the position of Captain of the Club;
2.6 "Club Management" refers to the person or persons employed by the Company to run the day-to-day management and administration affairs of the Club; i.e. Proshop Staff, Greenkeeper, Ground Staff, Halfway House Staff, etc.
2.7 "Company" or "the Company" refers to PGCE, registration number 2005/008016-08;
2.8 "Conduct Rules" refer to **No Annexure "A"** the Code of Conduct Disciplinary Procedures to this document, which is the set of rules applicable to all members, visitors and golfers using the facilities of the Club;

2.9 "Estate" refers to the whole of the land comprising PGCE, including the golf course, driving range, Clubhouse, office buildings, all other sporting facilities, roads, servitudes and privately owned property of owners within the boundaries of the land demarcated as such;

2.10 "Full Member" means a member in good standing of a particular membership category who is entitled to vote at the AGM. A Full Member has full playing privileges and is entitled to play in the annual Club Championships, Knock-out competitions and can represent the Club in League Matches.

2.11 "Golf Committee" means the golf members who are biannually elected by the members and/or co-opted by the Golf Chairman to serve as members of the Golf Committee;

2.12 "Head of Golf/Head of Golf Operations and /or Chairman of the Golfing committee" means the person appointed by the Board to act as the head of the golfing activities and the Golf Committee.

2.13 "Home Owners' Association (HOA)" means the PGCE NPC, a non-profit company incorporated under registration number2005/008016-08;

2.14 "Member" means any member of the Club in any membership category; i.e. good standing with the Golf Club.

2.15 "Notice boards" refer to the structures in the clubhouse used for notice purposes and includes structures and measures implemented for the electronic publication of information;

2.16 "Rules of the Estate" refer to the set of rules approved and amended by the HOA from time to time and which rules apply to the Estate, all residents and golfers, visitors or persons entering the Estate for whatever purpose;

2.17 "Special General Meeting" means a meeting called by the Board and/or the Golf Committee in terms of the provisions of clause 21 of this Constitution.

2.18 In the event of doubt as to the meaning of any clause in this document or any rule made in terms of this document, the interpretation of the Golf Committee shall be binding upon the members until such time as the members in a General Meeting may otherwise determine.

3. RULES OF GOLF AND AMATEUR STATUS

3.1 The Club accepts and is bound by the Rules of Golf and The Rules of Amateur Status together with such amendments or additions thereto as may from time to time be adopted by the *R & A* and the decisions which it may from time to time take on the interpretation of the Rules of Golf and The Rules of Amateur Status.

3.2 The Club is constituted and governed subject to the conditions and rules of the South African Golf Association ("SAGA"), Women's Golf South Africa ("WGSA") and the Free State Golf Union. Membership of the Club implies the acceptance of any ruling of these bodies on any matters referred to them for decision.

3.3 Membership of the Club is furthermore subject to the rules of the Club and the Clubhouse, as published and amended from time to time by the Board and/or the Golf Committee.

4. OBJECTIVES OF THE CLUB

The objectives of the Club are to:

4.1 Encourage, promote, foster and support all aspects of the game of golf amongst all members of the Club and the public;

4.2 Use the golf course of the HOA to manage and control all golfing activities within the parameters of the estate;

4.3 Collect or raise money on behalf of the Board, inter alia by subscriptions, contributions, levies, entrance fees, green fees, competition fees, lease of golf carts and sponsorship to ensure the continued viability of the Club;

4.4 Do all such lawful things as are incidental or conducive to the attainment of all or any of the above objectives.

5. PRIVILEGES, RIGHTS, LIABILITIES AND INDEMNITIES

5.1 Members of the Club are entitled to the use of the facilities of the Club, subject to any restrictions imposed by the Board and the Conduct Rules. The use of certain facilities may be subject to a fee being charged by the Club or the Board as the case may be.

5.2 The Club is an income-earning business enterprise, which business is conducted and controlled by the Company. Membership of the Club does not and shall not give any member a right, title, interest, claim or demand to any of the monies, property or assets of the Club, the Company or the HOA, but only confers upon such member the right and privilege of entering in and upon the grounds and erections of the Estate, and to use and enjoy the facilities of the Club in accordance with the purpose for which it is intended and subject to this Constitution, the Rules of the Club, the Rules of the Estate, the MOI of the Company and also such restrictions and changes as the Board may from time to time impose.

5.3 Members and guests shall comply with the provisions of this Constitution, the Conduct Rules hereto, the MOI of the Company as well as all the rules of the Estate, with which they shall familiarize themselves.

5.4 In the event of a conflict between this Constitution, the Conduct Rules and the MOI of the HOA, the latter shall prevail.

5.5 The individual members shall not be liable for the debts, contractual obligations or any other liabilities of the Club or the Company and their liability shall be limited solely to the amount due by them in respect of their outstanding subscriptions or other monies payable in terms of this Constitution and the Conduct Rules.

5.6 This Constitution may be amended by the Board in consultation with the Golf Committee at any time when and to the extent required by the Board, after which the amendments have to be verified and approved at a AGM.

5.7 The indemnities provided for in the MOI of the Company and the MOI of the HOA shall apply mutatis mutandis to any liability the Club, any member of the golf committee and co-opted committee members, the Chairman of the Golf Committee or any employee of the Club may incur.

6. MEMBERSHIP

Membership of the Club shall be determined by the Board in consultation with the. Golf Committee and will comprise the classes of membership as published or stipulated from time to time.

6.1 PLATINUM MEMBERSHIP

An optional Membership package at a value determined by the HOA from time to time for a period of 5 (Five) years to cover playing fees for two persons, the Primary Member and 1 (one) immediate family member.

- Free use of Members lounge
- Free Personalized locker
- Unlimited golf with FREE Green fees
- 5 Year Membership

Golf carts and competition fees are NOT included in Platinum Membership.

6.1.1 GOLD MEMBERSHIP

Same benefits as Platinum Membership.
Benefits only applicable for 3 (three) years.

7. ADMISSION OF MEMBERS

7.1 All members of the HOA, their spouse or partner in a civil union and immediate family, shall automatically qualify for membership of the Club, subject to any restrictions, if any, that may have been placed on such owner, spouse, partner in a civil union or immediate family by SAGA, WGSA OR FSGU.

7.2 Any other prospective member other than a member of the HOA, shall apply for membership in writing by completing the prescribed application form which together with the entrance and subscription fee payable, shall be handed to Club Management.

7.3 The Golf Chairman or the Club Captain or any member of the Golf Committee designated to do so, shall have the right to interview the prospective member. Club Management shall ensure that the past membership/s of any other club or clubs of the prospective member are verified in order to confirm the applicant's good standing before such interview takes place.

7.4 A prospective member may make use of the Club's facilities, provided that the applicable entrance and subscription fees payable, have been paid to the Club.

7.5 Club Management may display the application on the notice board for a period of 7 (seven) days for members' information and/or objection.

7.6 Membership of the club will only be confirmed after the objection period has lapsed.

7.7 The Club and Club Management reserves the right to reject any membership application in its absolute discretion.

8. RESIGNATION OF MEMBERS

8.1 Members acknowledge that their membership of the Club is for a continuous 12-month calendar year. Early termination of membership shall forfeit membership fees.

8.2. Annual resignation from the club must be in writing and addressed to Club Management and must be received by the Club by no later than the last business day of the month in which the membership expires, failing which the member will be liable for the subscription for the ensuing financial year, or as decided by the Golf Committee.

8.3 Where a membership has lapsed due to non-payment for longer than 90 days after expiry, a member must re-apply for membership by again completing the pre-scribed application form. Such member shall be liable to re-pay any entrance fee as well as annual subscription fees and undergo the outlined notice period referred to in clause 7.5. and 7.6.

9. OBLIGATIONS OF THE MEMBER

9.1 Members are obliged to:

9.1.1 at all times strictly adhere to the Rules of the Estate, the MOI of the Company, general golf etiquette, and the conduct as per this constitution.

9.1.2 pay their membership fees, affiliation fees and all charges relating to their membership as determined by the Board, promptly, preferably when application is lodged.

9.1.3 refrain from engaging in any conduct which may be prejudicial to the interests or reputation of the Club, the Company or the Estate;

9.1.4 conduct him or herself in a manner becoming of a golfer whilst making use of the estate and the Club's facilities; including proper golf attire, adherence to local-rules, decent conduct on-and off the course.

9.1.5 strictly adhere to and comply with golf rules, proper and decent behavior on-course and inside the club-house.

9.1.6 respect fellow golfers and residents of the estate and their property;

9.1.7 comply with instructions issued by any golf and security officials of the Estate;

9.1.8 treat all members of Management and Staff of the Club House, Club and HOA in a respectful and courteous manner; including appointed marshals.

9.1.9 Notify the Club Management timeously of any change in contact details and address in writing

9.1.10 Refrain from late-cancellation of tee time bookings or not show up for play when booked. (Booking privileges may be restricted as a result hereof).

9.1.11 Refrain from abusing alcohol on the course or in the facilities provided.

9.2. The SAGA Handicap system applies strictly. It is the responsibility of each individual member to ensure that his/her adjusted gross score is entered timeously after each round.

9.3 An Integrity Committee, members of the Golf Committee as appointed, reserves the right to investigate and act upon wrongfully entries according to the Code of Conduct, as attached, whereafter disciplinary action may be implemented.

10. SUSPENSION / TERMINATION OF MEMBERSHIP

A member's membership may be terminated or suspended by the Board at its discretion if the member:

10.1 displays unsatisfactory behaviour, deportment or appearance in the Club, the Clubhouse, or on the Golf course.

10.2 is found guilty of dishonesty in terms of the Rules of Golf and the handicap system;

10.3 permits his or her membership card to be used by a non-member or another member;

10.4 misuses the golf tee time booking facility;

10.5 fails to pay fees, subscription, affiliation or Club accounts in a proper and timely manner;

10.6 fails to abide by the Constitution and the Conduct Rules, the MOI of the Company or the Rules of the Estate;

10.7 treats any employee or member of the personnel of the Club in an unacceptable manner;

10.8 abuses any golf cart or maliciously damages the property of the Club, the Clubhouse, the HOA or any member of the HOA;

10.9 breaches any of his or her obligations towards the Club;

10.10 on recommendation of the Disciplinary Committee if such member committed an offence while partaking in a golfing activity or a serious breach of any Conduct Rule or a Rule of Golf.

10.11 does not wear proper Golf apparel.

11. ENTRANCE FEES, ANNUAL SUBSCRIPTIONS AND PAYMENT OF ACCOUNTS

11.1 The entrance fee for members shall be such sum as the Golf Committee in consultation with the Board shall be determined from time to time. The Board shall have the right from time to time and in its absolute discretion, to waive entrance fees or to determine the manner of their payment.

11.2 All subscriptions shall be paid annually in advance and on or before the 31st day of March.

11.3 New members shall pay the applicable subscription as from the 1st of the month in which membership is applied for. Annual subscriptions will be prorated on a monthly basis.

11.4 A member who has not paid his or her subscriptions within one month after it became due and payable, shall be advised in writing that his membership is terminated and such a member, should they be interested in reapplying for membership, such member shall follow the procedure prescribed in clause 7.

11.5 Any member who during the year changes his or her category of membership shall become liable for any increase in subscription for the remaining period, but will only be entitled to any decrease for that unexpired portion of the financial year of the club at the sole discretion of the Board.

11.6 Members shall not be entitled to any rebate of or reduction of subscription fees by reason of absence of any kind or for any reason, provided however, that the Board may in its absolute discretion in the case of continued illness or infirmity of a member, or in exceptional circumstances, waive any part of the subscription fees.

11.7 The Board of Directors after constitution with the Golf Committee shall announce annual subscriptions 30 (thirty) days in advance, before it becomes payable by the members, on the notice boards.

11.8 For each HOA stand on the Estate, one member will be granted a free Club Membership, but must still pay the annual Affiliation and HNA subscription fees as published by the Golf Committee.

12. ANNUAL GENERAL MEETINGS (AGM):

12.1 The AGM shall be held annually at a date and time as determined by the Board in conjunction with the Golf Committee. The AGM shall not be held before the AGM of the HOA, but shall be held as soon as reasonably possible after the HOA's AGM.

12.2 Notice of an AGM shall be posted on the Club notice board not less than 14 (Fourteen) working days prior to the date of such meeting, E-mailed to all members.

12.3 Members are permitted to submit to the Club's management items for inclusion on the agenda of the AGM not later than 7 (Seven) days prior to the date of the meeting.

12.4 An agenda of business to be conducted at the AGM shall be posted on the Club notice board not later than 5 (Five) working days prior to the date of such meeting.

12.5 Any motions received shall be on the prescribed notice forms and shall be displayed on the Notice Board not less than 5 (Five) working days prior to the date of the AGM.

12.6 The Golf Chairman, and in his or her absence, the Lady or Men's Captain, as the case may be, and failing them a member of the Golf Committee, shall serve as Chairperson at the AGM.

12.7 The quorum for an AGM shall be 20 fully paid-up members who are entitled to vote. If such quorum is not present at the time appointed for the meeting, the meeting shall stand adjourned for 30 (thirty) minutes from the appointed hour. After such adjourned meeting the members present shall constitute a quorum.

12.8 Subject to clause 13.8, No business other than that for which due notice has been given shall be transacted at the AGM and only members present in person at the AGM and in good standing shall be allowed to participate in the business of the meeting.

13. BUSINESS TO BE CONDUCTED AT THE AGM

The business to be conducted at the AGM shall *inter alia* include but not be limited to:

13.1 The reading of the Notice convening the AGM;

13.2 Confirming the minutes of the previous AGM and recording of any matters arising;

13.3 Receiving the Golf Chairman's Annual Report on the activities of the Club for the period under review;

13.4 Receiving the Club Captain's report on related Club matters;

13.5 To present to the members such financial information relating to the finances and budget of the Company as may reasonably be required for the purposes of transparent governance of the business of the Club.

13.6 To elect the Golf Committee, the Club Captain and Lady Captain, as the case may be on a biannual basis.

13.7 Dealing with the proposed motions and adopting resolutions concerning the affairs of the Club, not of a financial nature, of which due notice has been given;

13.8 At the discretion of the Chairperson, deal with motions raised from the floor for which no due notice has been given in the prescribed format.

14. LADIES SECTION MEETING PRIOR TO AGM

14.1 Without detracting from the provisions of this Constitution, it is recognized by the members and the Club that female members of the Club comprise a minority group and that, in the interest of these members and for the purposes of appropriate governance and representation on the Golf Committee, it is necessary that fit and proper female candidates be nominated from the minority gender group to serve on the Golf Committee.

14.2 The ladies' section of the Club may hold a meeting, no later than 5 days prior to the AGM for the purposes of:

14.2.1 Nominating and proposing the names of female candidates eligible for election to the Golf Committee on a biannual basis.

14.2.2 Nominating and proposing a candidate to serve as Captain or Ladies Captain biannually.

14.2.3 Discussing and finalising such matters as may be required for the purpose of advancing golf within the lady's section.

14.3 The Meeting shall be chaired by the existing Lady Captain and proper minutes of the meeting shall be held by a person appointed by the Lady Captain to do so.

14.4 The minutes of the meeting shall form part of the minutes of the AGM.

14.5 The female members of the Golf Committee shall be elected at the AGM. The provisions of clauses 15.0. and 19 shall apply mutatis mutandis in respect of the female candidates nominated to the Golf Committee.

15. VOTING RIGHTS

15.1 Only Members over the age of 18 (eighteen) years who are in good standing shall be entitled to vote at the AGM.

15.2 The Chairperson shall not have a casting vote in addition to his or her deliberate vote.

15.3 Voting on motions shall be done by show of hands but shall be by ballot taken if it is so requested by more than 5 members present.

15.4 The voting for the election of the Committee members, the Club Captain and Lady Captain or men's Captain as the case may be, shall be by ballot.

15.5 Ballot papers shall only be issued to members in good standing. When any ballot is necessary, the Chairperson shall appoint two people amongst the members present to scrutinize and count the ballots.

15.6 The Golf Chairman will be appointed by the Board to serve a 2 (Two) year term.

16. THE GOLF COMMITTEE

16.1 The Golf Committee shall consist of:

16.1.1 The Chairman

16.1.2 The Captain;

16.1.3 The Ladies Captain.

16.1.4 Six (6) additional members in good standing and all not of the same gender.

16.2. The Captain or Ladies Captain, as the case may be, shall in conjunction with the Chairman assign portfolios to the committee members.

16.3 The Golf Committee members shall serve office for a period of two years and shall retire by rotation every second year but may make themselves available for re-election for a further term.

16.4 The remaining members of the Golf Committee may co-opt any member in good standing to fill any vacancy in the committee resulting from any resignation or vacation of office by a committee member before expiry of such committee member's term of office.

17. ELECTION OF GOLF COMMITTEE

17.1 The Golf Committee members referred to in clause 16, shall be elected at the AGM biannually and shall hold office from date of election of the member until the date of the ensuing AGM (after 2 years).

17.2 Golf Committee members shall be eligible for re-election.

17.3 Nominations of candidates who are to be elected as golf committee members shall be in writing, signed by two members of the Club as proposer and seconder, as well as the nominee, indicating his acceptance, and shall be delivered to the Golf Chairman and by him posted on the notice boards of the Club, at least 5 calendar days prior to the date of the next AGM of the Club.

17.4 Only Members in good standing are eligible to be nominated as Golf Committee Members.

17.5 If more candidates are nominated than the number of vacancies, the election shall be by ballot at the AGM.

17.6 Ballot papers shall only be issued on presentation of membership cards.

17.7 Members of the Club voting for the election of the Golf Committee shall be entitled to cast any number of votes provided that the number of votes so cast shall not exceed the number of vacancies to be filled and provided further that not more than one vote may be cast for any one candidate.

17.8 The ballot boxes shall be under the control of the Chairperson or his nominee who shall open them and count the votes in the presence of two scrutinizers nominated by the annual General Meeting who shall not include any nominees.

17.9 Where two or more candidates have received an equal number of votes, the members present at the Annual General Meeting shall elect one of the nominees concerned by means of a ballot.

17.10 The Golf Committee members shall hold office for a period of not more than two years in the same position with effect from the Annual General Meeting at which they took office, see Clause 16.3

17.11 Golf Committee will consist of 9 members, designated as follows:

(1.) Chairman – appointed by the HOA a for 2-year term.

(2.) 4 Members appointed by HOA for a 2-year term.

(3.) 4 Members elected as per clause 17 at the Golf AGM for a 2-year term.

(4.) From the 8 Members appointed/elected under points 2 and 3, the Member will vote, in the following order:

(4.1) For a Club Captain – for a 2-year term

(4.2) For a Ladies Captain – for a 2-year term

18. VOTE BY PROXY

18.1 Vote by proxy on any issues as which requires voting at a normal AGM and/or special AGM will be allowed.

18.2 An official 'Proxy Form' will be made available to members and will officially indicate the motion which is voted for. It will also require a witness signature. (See copy attached to this Constitution).

18.3 Proxies need to be filled-in and handed to or emailed to the proshop@parysestate.co.za at least 24 hours prior to the date set for the meeting.

WhatsApp and or any other Social Media Messages will NOT BE ACCEPTED as Proxies.

Official Proxy Voting Form

Resolution and / or Notion and / or Individual to be voted for:

……
……
……

Nominees:

1…… ☐
2…… ☐
3…… ☐
4…… ☐
5…… ☐
6…… ☐

NOTE: Only ……..persons may be voted for.

Name: .....

Membership Status: …….

Witness: ……

Date: .....

19. RESPONSIBILITIES OF THE GOLF COMMITTEE

The Golf Committee shall:

19.1 Adjudicate upon and settle disputes between members pertaining to the rules of golf, rights, privileges and duties of any member, submitted in writing;

19.2 Receive any written complaints from members and exercise their discretion as to whether such complaint should be referred for mediation as referred to in clause 22 below, or to the Disciplinary Committee for further steps in accordance with clause 24 below;

19.3 Manage the Leagues, including identifying and appointing responsible league captains, management of funds within the approved annual budget from the Board, selection of teams and the dress code.

19.4 Appoint sub-committees to assist the committee in arranging any matters pertaining to golf, fund raising, sponsorship, arrangement of competitions, social matters etc.

19.5 Enforce the local rules.

19.6 Appoint such representatives and delegates as it may deem necessary to liaise with and attend FSGU meetings on behalf of the Club and to give feedback to the Committee.

19.7 Co-opt members in good standing to fill any vacancy in their numbers as may occur during their office.

19.8 Co-opt further members if deemed necessary.

19.9 Assist with the development of Junior Golf at the Club within the approved budget from the Board.

19.10 In conjunction with the Golf Chairman and Club Management, determine the closure of the course for competitions, matches, tournaments, course maintenance or otherwise.

19.11 Assist with prizes, fundraising and arrangement of sponsorships in liaison with club management.

19.12 Assist with inputs from members regarding potential course improvements and maintenance requirements.

19.13 Assist in arrangement of competitions for e.g. Club Championships, Annual Charity Days etc.

19.14 Assist with potential actions for the improvement of the spirit of the club to the Board.

19.15 Liaise with the Golf Chairman and Club Management in relation to the to the Club's diary.

19.16 Assist with the Annual General Meeting of the Club.

19.17 Make recommendations to the Board regarding the variation or altering of any rules of the Club concerning dress code, etiquette, local rules, course set-up, method of scoring, starting times.

19.18 Determine in collaboration with the Greenkeeper on priorities with regards to equipment purchases, amenities required and make recommendation to the Board.

20. MEETINGS OF GOLF COMMITTEE

20.1 The Golf Committee shall meet monthly or at least 10 times annually. The monthly meetings shall include at least one representative from Club Management and a representative from the pro shop.

20.2 A minimum of five committee members form a quorum.

20.3 A designated person appointed by the Board and/or the HOA, may attend the meetings of the Golf Committee. Such designated person shall provide feedback to the Golf Committee on all matters applicable to the Club on behalf of the Company and the HOA.

20.4 Any Golf Committee members who absent himself or herself from more than 3 (three) consecutive meetings without leave, shall cease to be a committee member.

20.5 Proper minutes shall be recorded and circulated within 7 days to the committee members and within 14 days to the Board and the HOA.

21. SPECIAL GENERAL MEETINGS

21.1 A Special General Meeting may be called by the Golf Committee with the approval of the Board, whenever they deem it fit to adopt a specific resolution or decide on any matter or special motion as may be required.

21.2 Notice of a Special General Meeting with the agenda of the business to be conducted shall be posted on the Club notice board not later than 14 (Fourteen) calendar days prior to the date of such meeting.

21.3 The provisions of clause 12.5 to 12.8, clause 13.7 to 13.8 and clause 15 shall apply mutatis mutandis to the proceedings of the Special General Meeting.
The minutes of any special General Meeting held prior to the AGM, shall be included in the Agenda of the AGM for approval and the provisions of clause 13.2 shall apply mutatis mutandis to such minutes.

22. PROCEDURE WHERE THE GOLF COMMITTEE REFERS A COMPLAINT FOR MEDIATION

22.1 Upon receipt of a written complaint by a member against another member, and, if in the discretion of the Golf Committee:

22.1.1 the complaint is of such a nature that it does not require referral to the Disciplinary Committee; or

22.1.2 the parties agree that the complaint be adjudicated; and

22.1.3 the Golf Committee is of the opinion that it is in the best interests of the Club and its members that the matter so be dealt with, appoint a representative of its choice to act as mediator to informally meet with the complainant and the affected members within a reasonable time in order to mediate a settlement of the complaint.

22.2 The representative shall notify the Golf Committee in writing within 5 days from referral of the matter to him or her whether the complaint has been settled or not.

22.3 Where the complaint has not been settled, or if the complainant or the affected person requests that the matter be referred to the Disciplinary Committee, the Disciplinary Committee shall convene and follow the procedure set out in clause 24 below.

23. THE DISCIPLINARY COMMITTEE

23.1 The Disciplinary Committee shall be responsible for the enforcement of all the rules including the Disciplinary Code as published from time to time.

23.2 The Disciplinary Committee shall consist of the Club Captain, the Lady Captain and the Chairman of the Golf Committee. The Board shall have the right to nominate any number of additional persons, who are not directors of the Board, to the Disciplinary Committee to ensure good governances, independence and impartiality at any meeting or hearing.

23.3 The Club Captain will act as the convener of any disciplinary hearing.

23.4 The members of the Disciplinary Committee shall elect a member of the Disciplinary Committee to chair the meeting at each meeting.

23.5. The Disciplinary Committee shall be entitled to impose upon members any penalty or sanction in respect of non-compliance or other breach of the obligations imposed upon members in terms of this Constitution and/or the Conduct Rules as published from time to time.

23.6 The Disciplinary Committee shall be responsible for the mediation and enforcement of penalties with regard to the Conduct Rules.

24. PROCEDURE WHERE A COMPLAINT IS REFERRED TO THE DISCIPLINARY COMMITTEE IN TERMS OF CLAUSE 22.3.

24.1 Upon receipt of a written complaint referred to them by the Golf Committee, the Disciplinary Committee shall convene a formal hearing with the complainant and the affected member within a reasonable time.

24.2 The proceedings at such a hearing shall comply with the principles of natural justice. Proper record of the hearing shall be kept either in the form of a formal minute or a recording.

24.3 The affected member shall be entitled to be represented by a person of his choice. Should the circumstances and the severity of the matter permit as such, or should the affected member wish to make use of legal representation, the Chairman may allow legal representation, provided that the costs of such legal representation shall be for the affected member's expense.

24.4 Any person failing to appear before the Disciplinary Committee without any probable cause or explanation, shall be guilty of improper conduct. The Disciplinary Committee shall in such instances, be entitled to proceed with the hearing in the absence of the member, hear such evidence as it may require and make a finding and recommendation to the Board.

24.5 Oral and/or written submissions will be heard from the complainant, any witnesses or other party connected to the proceedings. The affected person shall have the right to make oral representations or to submit written submissions.

24.6 After considering all the facts presented to the Committee, the Committee will record a finding and recommendation in writing.

24.7 The parties to the complaint shall be notified of the outcome of the hearing in writing within 5 days of the meeting.

24.8 The Disciplinary Committee may, if it is satisfied that the affected member breached the Conduct Rules or the Rules of Golf as the case may be, impose any sanction against such member which may be appropriate under the circumstances.

24.9 In the event that the Disciplinary Committee finds that the member's conduct justifies the suspension or cancellation of his or her membership or expulsion from the Club, prior approval shall be obtained from the Board. A further meeting shall be held with the affected member in order to afford the member an opportunity to submit to the Committee any oral or written submissions in mitigation.

24.10 Any members sanctioned with suspension of membership or expulsion from the Club, once confirmed by the Board, shall be precluded from all privileges of membership of the Club.

The Club reserves the right to notify SAGA, WGSA and FSGU of any sanction, suspension or cancellation of membership of the Club.

25. RIGHT OF APPEAL

25.1 A member has the right of appeal against the finding and recommendation of the Disciplinary Committee, which appeal will be referred to the Board and adjudicated by an Appeal Committee comprising at least 3 members of the Board.

25.2 Notice of appeal must be in writing and must be received by the Golf Chairman within 5 (five) working days from date of the outcome of the disciplinary hearing having been delivered to the member in writing.

25.3 The appeal must be considered within 14 (Fourteen) days and the member must be notified of the outcome in writing within 7 (Seven) days from conclusion of the appeal hearing.

25.4 The decision of the Appeal Committee will be final and binding on the parties.

26. DISCLAIMER OF LIABILITY

26.1 All persons entering the HOA and/or Club's premises or using the HOA and/or Club's facilities do so at their own risk and all such persons must be responsible for their own safety and for the care of their belongings. Neither the Club nor Club Management, directors of the Board, the HOA, employees, agents or contractors shall be liable for any injuries (including loss of life) incurred by such persons or loss or damage to their belongings, whatever the cause.

26.2 In case of doubt as of the meaning of any clause in this Constitution or any rule made in terms of this Constitution, the interpretation of the Golf Committee whereby the Chairman shall have the casting vote, shall be final and binding upon members.

27. NOTICES AND SPECIAL NOTICE

Club notices to members shall be posted on the notice boards provided on the Club's premises and via available electronic mail. This posting shall be regarded as sufficient notice to each individual member.

28. HONORARY MEMBERSHIP

28.1 Based on dignified membership of the club for 20 years or more, the Golf Committee may recommend a member to the HOA for approval, to be appointed as an Honorary member.

28.2 On acceptance of this award, the member may be awarded the following privileges:

- Reduced membership rates (annually)
- Reduced playing fees
- Preferred tee-off times
- Acknowledgment at an official function
- A branded Parys Golf shirt which clearly indicates "Honorary Member"

28.3 Honorary membership may also be withdrawn from such a member by the Golf Committee when;

- Misconduct occurs on or off the golf course

- Member is guilty of negatively commenting/influencing other players with regards to the workings/dealings/operations of the Golf Committee/HOA or working staff of the Golf Course.
- A complaint has been lodged by a member/player/to the Golf Committee where after an inquiry is held and the honorary member is found guilty of a charge which is not in abeyance to this Constitution or contravenes any of the infringements as listed in the Disciplinary Code. The Golf Committee Chairman may constitute a sub-committee to deal with this complaint. Any appeal will be directed to the HOA for consideration.

28.4 Golf Committee or members as designated will be responsible for updating the Honorary Board as mounted in the Members Lounge. This needs to be done annually after the AGM.

29. APPROVAL

This Constitution has been officially approved and mandated to serve and guide the members of the Golf Club.

SIGNED: .....
Chairman of the HOA

…….
Chairman of the Golf Committee

Witness: …….

Date: ……

Revised during Golf AGM 2025