



KWAZULU~NATAL GOLF UNION

CONSTITUTION

~ August 2020 ~

CONSTITUTION OF THE KWAZULU-NATAL GOLF UNION

1. NAME

- 1.1. The name of the Union shall be known as The KwaZulu-Natal Golf Union ("The Union").

2. TERRITORY

- 2.1. The territory under the control of the Union shall be the Province of KwaZulu-Natal.

3. HEADQUARTERS

- 3.1. The Headquarters of the Union shall be Golf House, 77 Bulwer Road, Durban, 4001.

4. STATUS

- 4.1. The Union shall be an autonomous body having perpetual succession and a legal existence independent of its members. The Union will continue to exist even if the members change. The Union shall be able to sue and be sued in its own name. The liability of members shall be limited to the amount of their subscription fees paid at any time.

5. OBJECTS

- 5.1. The objects of the Union are:
- (a) To provide golfing, social and recreational amenities and facilities within the territory in a non-profit manner:
 - (i) promoting, advancing and protecting the interests of the Game of Golf within the territory and, in so doing, conforming to the Rules of Golf and the Rules of Amateur Status as approved from time to time by the "Royal and Ancient Golf Club of St. Andrews, Scotland"; and
 - (ii) framing and regulating the conditions governing golf competitions held under the auspices of the Union.
 - (b) To consider and give decisions and rulings on all questions and disputes affecting Golf which may arise or be submitted to the Union from time to time.
 - (c) To give advice to all member Clubs and to afford means whereby disputes and differences between member Clubs may be settled.
 - (d) To raise funds for any purpose calculated to promote the interests and objects of the Union and to deal with the funds in such manner as may be determined by the Board for the Union.



- (e) Promoting the development of the game amongst all it's members.
 - (f) To utilise the funds, profits and gains of the Union solely for investment or for the objects of the union as set out in this Constitution, and in no circumstances to distribute any part to any person/s – except that nothing contained shall preclude the payment of travel, subsistence or out-of-pocket expenses of players or officials when representing the Union.
 - (g) Engaging in acts, matters and things deemed advisable in the interests of the Game of Golf or of the Union.
 - (h) To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property, rights or privileges.
 - (i) To sell, lease, mortgage, exchange, subdivide, consolidate, turn to account, or otherwise deals with all or any part of the property and rights of the Union.
 - (j) Generally to further and safeguard the interests of the Union and its members and to take such steps as are deemed necessary or expedient for this purpose.
- 5.2. The object of the Union shall be carried out in a non-profit manner, and with an altruistic or philanthropic intent and the activities of the Union shall be for the benefit of or widely accessible to the general public at large.

6. **POWERS**

- 6.1. The Union shall have all the legal powers and capacity of an individual necessary to achieve its main and supplementary objects:
- (a) except to the extent necessarily implied by its stated objects;
 - (b) except to the extent that a juristic person is incapable of exercising such a power or having such a capacity; and
 - (c) subject to the restrictive conditions and other limitations or qualifications, as are contained in this constitution.
- 6.2. The powers of the Union may only be executed in accordance with the main object of the Union.

7. **SOUTH AFRICAN GOLF ASSOCIATION**

- 7.1. The Union shall be affiliated to the South African Golf Association and/or any other body in Southern Africa or elsewhere, as may be desired.

8. **MEMBERSHIP**

- 8.1. Any recognised or properly constituted golf club, sports club or country club having a golf section, with a 9 or 18 hole golf course, or has the permanent right to the use of a Municipal or other golf course at specified times, and is available for use for Union purposes, within the Territory, shall be eligible for membership.
- 8.2. Application for membership shall be submitted to the Board which shall have the discretion to accept or reject the application. The application shall be accompanied



by a copy of that club's constitution and rules, a list of the Board of the club and a statement showing the number of members in the club.

- 8.3. All members shall be entitled to annual or seasonal membership. Membership shall not be transferrable and no member shall sell their membership rights or any entitlement arising from their membership.
- 8.4. Any former President, Vice-President, Secretary or any member or former member of the Board, may be elected by the Union in General Meeting, and ratified at the ensuing Annual General Meeting as an Honorary Life Member by reason of him conferring some special service to or benefit upon the Union.

9. TERMINATION OF MEMBERSHIP

- 9.1. Membership of the Union shall cease:
- (a) upon the member giving written notice of its resignation to the Union, provided that the membership fees of the member are paid in full;
 - (b) upon the member ceasing to carry out the objectives of the Union; or
 - (c) upon the member's membership being terminated in accordance with 9.2.
- 9.2. In addition to the Union's rights in terms of 9.1 the Union shall terminate or suspend summarily or after a period as it shall fix, any member's membership, if in the opinion of the Union the member is guilty of conduct which has brought or is likely to bring the Union or any of its members into disrepute, provided that the member shall be given written reasons by the Union for the termination or suspension. The member shall also be given an opportunity to appeal against any termination or suspension by the Board in writing of its intention to appeal not more than fourteen (14) days after the termination or suspension. After receipt of the written notice of appeal, a general meeting shall be convened by the Board. The general meeting shall have the power to uphold or annul the exclusion.
- 9.3. No refund, whether in whole or part, of any membership fees shall be payable to any member upon termination of membership.

10. SUBSCRIPTION

- 10.1. The Annual Subscription to be paid by members shall be decided from time to time by a General Meeting of the Union, except that the Board may with the consent of an Annual General Meeting or Special General Meeting, raise Annual Affiliation Fees by no more than ten (10)% per annum from the previous year figure.
- 10.2. A club affiliated to the Union shall not knowingly accept as a member any person who has not been given clearance by his current or previous club as to the good standing of this person and confirming that this person has discharged all his liabilities to the club or any other affiliated club of which he may be, or has been a member.



- 10.3. All clubs affiliated to the Union will be invoiced for affiliation fees for the number of handicapped members that appear on the club's Handicaps Network Africa (HNA) system, or any other system recognised by the SAGA, on the 1st of November of each calendar year.
- 10.4. It is the sole responsibility of each club to update and rectify their number of handicapped members on their system before the 1st of November annually and to submit affiliation fees for those members to the Union by the 31st of March of the following year. Any club that fails to meet its financial obligations in terms of the invoiced amount by the 31st of March renders itself liable to disaffiliation.

11. ANNUAL GENERAL MEETING

- 11.1. Unless otherwise decided by the Board, the date and venue of the Annual General Meeting of the Union, shall, so far as possible, coincide with the dates and venue of the KwaZulu-Natal Inter-Club Tournament and written notices of the meeting shall be sent to all members of the Board and member Clubs, Sub-Unions, Honorary and affiliated members and Union representatives at least fourteen (14) days before the date for which the meeting is to be convened.
- 11.2. The business of the Annual General Meeting shall be:
- (a) to confirm the Minutes of the last Annual and any Special General Meeting;
 - (b) to consider the report of the Board for the past year, financial statement and balance sheet duly audited up to June 30;
 - (c) to amend the Constitution of the Union upon due notice in compliance with Clause 22;
 - (d) to elect Officers for the ensuing year in accordance with the constitution of the Union;
 - (e) to transact any special business of which notice shall have been given in the notice calling the Meeting; and
 - (f) to deal with any general business without notice (other than any alteration, addition, or amendment to the constitution) which the Meeting may decide to transact.
- 11.3. A motion to review and rescind a decision taken at an Annual General Meeting or at a Board meeting shall require a two thirds majority of those present and entitled to vote at meetings. This motion shall be submitted in writing and lodged with the Union office at least fourteen (14) days before the meeting at which the motion is to be considered and/or reviewed. A new counter-motion must accompany a review. Once a motion to review and rescind is successful a simple majority will be required to pass the motion.
- 11.4. The Union may conduct a meeting entirely by electronic communication or provide for participation in a meeting by electronic communication so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.



12. SPECIAL GENERAL MEETING

- 12.1. A special General Meeting of the Union may be called by a resolution of the Board or by a requisition signed by the Chairman or Secretary of any five (5) affiliated Clubs.
- 12.2. The requisition shall state the reason for which the meeting is called. Fourteen (14) days' notice, setting out the business of the meeting shall be given in the same way as is provided for the Annual General Meeting. At any special General Meeting only the business of which notice has been given may be transacted.

13. QUORUM AT GENERAL MEETINGS

- 13.1. At the Annual General Meeting, twelve (12) persons duly qualified, shall form a quorum.
- 13.2. Should the number of members duly qualified be insufficient to form a quorum at an Annual General Meeting, the meeting shall stand adjourned for a period to be decided upon by the Board and those present at the adjourned meeting shall constitute a quorum and proceed to business. The Board shall have the right to decide upon the date and venue of an adjourned meeting.
- 13.3. At all Special General Meetings, thirty (30) persons duly qualified shall form a quorum.
- 13.4. In the case of there being no quorum at a Special General Meeting the meeting shall be abandoned and not adjourned.

14. VOTING AT GENERAL MEETING

- 14.1. Only the following persons shall be entitled to vote at a General Meeting (Annual or Special):
- (a) the existing or retiring Board; and
 - (b) past Presidents of the Union.
 - (c) each Club belonging to the Union. Each Club shall exercise two votes, through its delegates.
- 14.2. The President of the Union shall preside at all General Meetings and, in his absence, the meeting shall appoint a Chairman. Should both be absent, the meeting shall appoint a Chairman. In the event of an equality of votes on any matter, the Chairman shall have a second or casting vote.

15. BOARD

- 15.1. The affairs of the Union shall be governed by a Board. The Board shall be made up



- of a minimum of eight (8) members and a maximum of nine (9) members:
- 15.1.1. eight (8) Board members elected at an Annual General Meeting and;
 - 15.1.2. the Golf Operations Administrator employed by the Union from time to time, who shall be appointed to the Board *ex officio*.
- 15.2. At least three (3) of these Board members shall be people who are not 'connected persons' in relation to each other (as defined in the Income Tax Act 58 of 1962, as amended ("the Income Tax Act")) and no single person shall directly or indirectly control the decision-making powers of the Union.
 - 15.3. The elected Board members shall relinquish office in rotation – four (4) in each alternate year.
 - 15.4. One (1) of the elected Board members shall be elected by the members to the office of President. The President shall be elected at the Annual General Meeting every second year and who shall hold office until the conclusion of the Annual General Meeting at the end of his term of office.
 - 15.5. Nominations for the offices of President and the elected members of the Board shall be in writing duly accepted by the nominee and submitted to the Golf Operations Administrator, Golf House, Durban, fourteen (14) days before the Annual General Meeting. Nominee/s shall be of good standing for a minimum of two (2) years at his home club and his nomination verified and endorsed by the Board of his Club. The nominations shall be submitted to ballot at the Annual General Meeting.
 - 15.6. The nominees for President shall be persons who are, at the time of their nomination, members of the Board. Nominations for the office of President as well as for Board members standing for re-election may be made by the Board.
 - 15.7. The sitting Board shall have the power to co-opt two (2) additional Members for service at any stage, being so co-opted until the next Annual General Meeting.
 - 15.8. The President shall have the authority to appoint Sub-Committee's and the Chairmen of these, and to alter or replace them as and when necessary.
 - 15.9. Four (4) Members of the Board shall constitute a quorum for the transaction of business.
 - 15.10. The Board shall be empowered to appoint a Golf Operations Administrator or other servants or officers on behalf of the Union, to fix their remuneration and to suspend or dismiss them at discretion.
 - 15.11. The Board shall have the power to fill any casual vacancy in the offices of President or elected Member.
 - 15.12. The President or any Member of the Board who shall absent himself from three (3) consecutive meetings of the Board without leave of absence having been granted to him, shall, at the discretion of the remaining members of the Board, be deemed to have forfeited his seat and the vacancy so caused shall be deemed a casual vacancy.



- 15.13. At all meetings of the Board the President shall be Chairman but should he be absent, the members present shall appoint a Chairman from amongst their number. Each member of the Board shall have one (1) vote but in the event of any equality of votes the Chairman shall have a second or casting vote.
- 15.14. The Board may call a meeting which may be conducted entirely by electronic communication, or provide for participation in a meeting by electronic communication so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.
- 15.15. Subject to the special provisions in this constitution and subject to any special instructions which may be given to it by a General Meeting of the Union, the Board shall have full power to carry on the affairs of the Union in such manner as it may, at its discretion, decide and, in addition, shall have full power to carry out and deal with the objects of the Union as set out in clause 5 of this constitution, including the power of delegation, and the power to suspend or terminate Membership of a Club, subject to the Club's right of appeal to a Special General Meeting of the Union and also the power to reinstate the Member Club on the terms and conditions as the Union may decide.

16. EXECUTIVE FORUM

- 16.1. The Union shall also have a representative structure, known as the Executive Forum which shall include the following:
- (a) All members of the Board;
 - (b) A representative of each Sub-Union who shall be appointed by the Sub-Union he represents and who shall hold office until such time as the Sub-Union concerned shall notify the Secretary of the Union of an alteration to its representative. Any casual vacancy among Sub-Union representatives shall be filled by the Sub-Union concerned;
 - (c) *Ex officio*, any past member of the Board, during his term of office as a member of the Board of the South African Golf Association;
 - (d) A representative from KZN Senior Golf and KZN Junior Golf. Both Senior Golf and Junior Golf may have their own administrative Committees, together with their relevant By-Laws. Both Senior and Junior Golf fall under the auspices and jurisdiction of the Union Board;
 - (e) A representative of the South African Disabled Golf Association; and
 - (f) A representative of the South African Golf Development Board.
- 16.2. The role of the Executive Forum shall be to consult with and represent those who



appoint them and to provide advice and input to the Board, for better governance of the Union.

17. **SUB-UNIONS**

- (a) The Board shall have the power to form Sub-Unions on application by Clubs that fall within the defined areas of the Sub-Unions and to define the areas of the Sub-Union.
- (b) The formation of any Sub-Union shall be in the entire discretion of the Board and the establishment of a Sub-Union shall not debar any Club within the Sub-Union area from direct membership of the parent Union.
- (c) The Sub-Unions shall each elect one (1) representative who will serve in the Executive Forum of the Union.
- (d) A Sub-Union representative will be elected as and when the Sub-Unions have their meetings and elections.

18. **FINANCE COMMITTEE**

- 18.1. The Union shall have a Finance Committee which shall be made up of the President, the Golf Operations Administrator and two (2) other members of the Union appointed by the President.
- 18.2. The Finance Committee shall be charged with managing the day to day administration and financial matters of the Union.

19. **FINANCIAL MATTERS**

- 19.1. The financial year of the Union shall end on June 30 in each year. The accounts of the Union shall, as soon thereafter as possible, be audited by an Honorary Auditor appointed at a General Meeting of the Union and the prepared and audited Balance Sheet shall be submitted to the Annual General Meeting.
- 19.2. Two (2) members of the Board or alternatively one (1) member of the Board together with the Finance Committee and Golf Operations Administrator shall operate the bank account or any other fund of the Union.
- 19.3. The Union will not pay any remuneration, as defined in the Fourth Schedule of the Income Tax Act, as amended, to any employee, office bearer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, and will not economically benefit any person in a manner which is not consistent with its object.
- 19.4. No activity of the Union will directly or indirectly promote the economic self-interest of any office-bearer or member of the Union, otherwise than by reasonable



remuneration.

- 19.5. The Union may not directly or indirectly distribute any surplus funds to any person, other than as set out in clause 23.
- 19.6. All funds received by the Union shall be used solely for the objects for which the Union is established, or for investment for furtherance of these objects, no funds will be distributed to any person other than in the course of undertaking any 'public benefit activity' (as defined in the Income Tax Act) and no portion of the income or property of the Union shall be paid or transferred, or indirectly by way of dividend, bonus or otherwise howsoever, to the members or employees, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant or employee of the Union in return for services actually rendered to the Union.
- 19.7. The Union shall be entitled to accept revocable and conditional donations provided that:
- 19.7.1 the Union may only accept revocable donations where the reason for the revocation is:
- 19.7.1.1 a material failure to conform to the designated purposes and conditions of the donation; or
- 19.7.1.2 any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act;
- 19.7.2 a donor (other than a donor which is an approved public benefit organisation or an institution or body which is exempt from tax in terms of section 10(1)(cA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable the donor or any connected person in relation to the donor to derive some direct or indirect benefit from the application of the donation.
- 19.8. The Union will not knowingly become a party to, and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of Chapter III, or a transaction, operation or scheme contemplated in section 103(5) of the Income Tax Act.
- 19.9. The Union shall be prohibited from using its resources directly or indirectly to support, advance or oppose any political party.

20. **TOURNAMENTS**

- (a) The KZN Amateur and Stroke-Play Championships, the Inter-Club Tournament, the Central League, the Seniors Trophy, the Prentice Memorial Cup, the Country Districts Tournament and all other Championships, Tournaments, Matches or Competitions under the direct control of the Union from time to time shall be governed explicitly by the directions of the Board.
- (b) During all of these events the Course shall be under the absolute control of the Board or its delegated committees and sub-committees.



- (c) The Board may take disciplinary action against a player who in their opinion has committed a breach of the Rules of Golf in any competition under the auspices of the Union, or whose conduct is deemed unbecoming of a player. Before taking action in terms of this sub-clause, the Board shall afford the golfer an opportunity to be heard.

21. INDEMNITY

- 21.1. The President, members of the Board, Golf Operations Administrator, Executive Forum and all other Officials of the Union shall be and are indemnified out of and from the funds and property of the Union from and against all losses, charges, costs, damages and all and every other expense and liability they may incur or be put to concerning or about the execution of their respective duties as officers of the Union and none of them shall be held answerable or deemed to be in any way responsible for any act or default of the one or other of them, or for any deficiency or insufficiency of any title or security whatsoever, taken by the Union; nor shall the officers of the Union be liable for any loss occasioned by any Banker or other person with whom money or securities of the Union may be deposited or entrusted for safe custody, invested or otherwise placed; nor for any voluntary loss, misfortune or damage which may happen or take place; provided, however, that any loss, misfortune or damage be not occasioned by the *mala fide* acts of the officer or through his willful default.
- 21.2. Membership of the Union shall in no way give to any Club or Member of the Board any individual right, title, interest, claim or demand in or to any of the moneys, property or assets of the Union.

22. ALTERATION TO CONSTITUTION

- 22.1. No part of this Constitution may be amended, rescinded or added to except by a majority of those personally present and qualified to vote at a Special General Meeting or at an Annual General Meeting.
- 22.2. Notice of any proposed alteration, rescission or addition shall be sent to the Golf Operations Administrator of the Union at least thirty (30) days before the meeting at which it is to be considered so that the necessary notice may be issued in terms of Clauses 11 and 12.
- 22.3. A copy of any amendment to this constitution shall be sent to the Commissioner for the South African Revenue Services or his authorised representative within thirty (30) days after its amendment.

23. DISSOLUTION

- 23.1. The Union may not be dissolved, wound up nor placed in liquidation except by resolution passed at a Special General Meeting called for that purpose, which



resolutions shall be passed by not less than two-thirds of the members present.

- 23.2. If it be resolved to dissolve or wind up the Union, and after payment of its debts and satisfaction of its liabilities, any assets of whatsoever nature remain, these shall be given or transferred to some other Union, Society or Association having objects similar to those of the Union.
- 23.3. A resolution for the dissolution of the Union shall provide that after payment is made of the liabilities of the Union, the whole of the remaining capital shall be paid to an institution or institutions nominated by the members in the Republic of South Africa which are:
- (a) non-profit;
 - (b) have objects similar to the Union's main object; and
 - (c) if the Union is exempt from income tax, donations tax and estate duty, under the relevant laws of the country, are public benefit organisations which have been approved in terms of section 30 of the Income Tax Act, and are required to use those assets solely for purposes of carrying on one or more public benefit activities.

This amended constitution certified as approved and adopted by the members at the annual general meeting of members on 2020

PRESIDENT

