

MOSSEL BAY AERO CLUB CONSTITUTION



CONSTITUTION

AS AMENDED 17 APRIL 2015

Mossel Bay Aero Club
PO Box 345
Mossel Bay
6500

Tel: +27 44 695 4025
Email: office@mosselbayaero.com

Note:

- i. The approved and newest constitution shall be available on the MBAC website at all times.
- ii. The "House Rules" are published separately and shall be available on the MBAC website.

1 NAME

The name of the club shall be "MOSSEL BAY AERO CLUB". The accepted abbreviation shall be MBAC.

2 LEGAL STATUS

MBAC is a voluntary association and has legal personality separate from that of its members and shall enjoy perpetual succession unaffected by changes in the membership or managing committee from time to time and it shall be entitled to hold property, of whatever nature, in its name and will obtain rights and enforce those rights as a separate legal person and obligations will be enforced against it as separate legal person. MBAC ownership is in the name of the legal person and the ultimate control, through as management structure as set out herein is with the Ordinary, Honorary & Distinguished members on an equal basis.

The income and property of the Club may not be distributed to its members or office bearers except as reasonable compensation for services rendered outside the duties of the Committee. This compensation may not be excessive and a determination as to what is reasonable will be based on the similar remuneration for similar services as is paid in the case of a bona fide transaction or contract concluded at arm's length of the Mossel Bay area.

Members and the office bearers therefore have no rights to the property or other assets of the club as separate legal person, whether during the existence of the club or upon winding-up solely by virtue of their being members or office bearers.

3 OBJECTS

The objects for which the MBAC exists, and the activities of the MBAC shall include, but not be limited; to encourage, develop and promote interest in all forms of aviation and good fellowship among its members and to do all such things as are incidental or conducive to the attainment of the aforementioned objectives.

The purpose of the MBAC, directly or indirectly, is:

- 3.1 To lease from the municipality the land on which the airfield is situated.
- 3.2 To build, own, operate and maintain the airfield infrastructure incl. an Airfield Building and any other facilities that will support and/or promote aviation activities.
- 3.3 To sublease property and/or facilities on the airfield for aviation related purposes to persons and/or organizations.
- 3.4 To oversee all aviation operations on the airfield.
- 3.5 To promote accessibility by air to Mossel Bay and environs.
- 3.6 To promote aviation related services to the Mossel Bay community
- 3.7 To engage in common aviation related commercial activities such as purchase and rental of aircraft (Hire & Fly), sale of aviation fuels, etc.
- 3.8 To facilitate instruction and training for members of the MBAC or members of the public wishing to learn to fly or skydive
- 3.9 To organize aviation events and to participate in those organized by other clubs
- 3.10 To maintain and operate facilities, whether by the MBAC or by third parties on agreement with the MBAC, in the Airfield Building where members and their guests can obtain refreshments and snacks.

Any object ancillary to the above objects that may be necessary or to achieve any or all of the objects is included.

4 RESOLUTION

Subject to the Constitution and House rules of the Club, any resolution of the Managing Committee or of the Members at any General or Special General Meeting shall be final and binding on all Members, precluding any appeal to law and such resolution will come into operation upon adoption by the requisite majority, or on a later date as provided for in the resolution

5 MEMBERS

- 5.1 Membership of MBAC shall be regardless of race, colour or creed and shall be comprised of:
 - 5.1.1 Ordinary Members
 - 5.1.2 Social Members
 - 5.1.3 Corporate Members
- 5.2 All users of Mossel Bay Airfield shall be members of MBAC and the type of membership shall depend on the aviation interest of the particular member, provided that this provision will not apply to visitors or temporary use of the Mossel Bay Airfield but such use may be subject to appropriate usage fees as determined by the MBAC.
- 5.3 Ordinary Members are all members who do not fall within one of the other membership categories.
 - 5.3.1 All flying members (irrespective of locality/residence) are ordinary members.
 - 5.3.2 All Hangar Owners are Ordinary Members.

- 5.4 Social Members are non-flying members who do not utilize any of the aviation related facilities of MBAC.
- 5.5 Corporate membership status is accorded to MBAC Operators. Para. 2 "**MEMBERSHIP OF MOSSEL BAY AERO CLUB**" Ts & Cs of the Standard Operator Agreement shall apply.
- 5.6 Persons who wish to obtain Ordinary or Social membership must be proposed by an existing member of at least three years good standing and seconded by a member of at least one year good standing for acceptance by the Committee.

6 LIABILITY OF MEMBERS:

- 6.1 The liability of the Members shall at all times be strictly limited to the membership fees and other subscriptions payable in their capacities as members and any outstanding membership fees and other subscriptions payable to the MBAC or on a contractual basis other than membership.
- 6.2 No Member of the Club shall be held responsible, or personally liable for any claim or claims arising from the injury or death of any person or persons, or damage to property, howsoever caused, at any function organised, promoted or sponsored by the Club or as a result of the use of any or all of the facilities of the MBAC, including but not limited to taxiways, the landing strip, fuel bay or any property of or under control of MBAC.

7 TERMINATION OF MEMBERSHIP

- 7.1.1 **RESIGNATION** - Any member wishing to resign from MBAC may do so by notifying the Office Secretary in writing at least one month prior to the end of the calendar year and upon payment of all liabilities due by him to the Club.
- 7.1.2 **SUSPENSION/EXPULSION** - Any member found guilty by the Committee in terms of the Constitution may be suspended or expelled from the Club.
- 7.1.3 Any member who has not paid his total annual fees within sixty (60) days after they became due, or notified the Office Secretary in writing with an acceptable reason where after the Secretary may grant and extension in his sole discretion, shall no longer be considered a member and shall not be allowed to utilize any MBAC facilities or have any rights in terms of this Constitution, including but not limited to voting rights, while his fees are unpaid. When in default for more than 6 months such member would have to re-apply for membership in terms of clause 4.8.
- 7.1.4 Should any member incur any liability to MBAC other than his annual fees (outstanding fuel debt, hangar levies etc), and fail to discharge such debt on due notice, such situation may be considered as though such debt were an annual fee remaining unpaid on due date.

8 MEMBERSHIP FEES, OTHER FEES AND LEVIES.

- 8.1 Fees:

- 8.1.1 Joining Fee (Once off)
- 8.1.2 Membership Fee (Annual)
- 8.1.3 Hangar Owner Fee (Annual)
- 8.1.4 Operator Fee (Annual)
- 8.1.5 Landing & Parking Fee

- 8.2 All Fees shall be determined by the Committee and shall be reviewed, with the exception of the Operators Fee, at every Annual General Meeting for approval. Only the Committee shall review the Operators Fees.
- 8.3 The Fees structure shall be formalized and published in the House Rules and advertised on the MBAC Notice board & Website Notice board.
- 8.4 The relevant Joining Fee applicable to Ordinary, Country, Skydive and Social membership shall be 50% of the Annual Membership Fee.
- 8.5 Paid up MBAC members are exempt from Landing and Parking fees.
- 8.6 Ordinary, Distinguished & Honorary members and Operators are exempt from the visitor levy included in MBAC's price for Avgas/Jet A1. This levy, which is determined by the Committee from time to time, is however payable by Country members.
- 8.7 Any passenger fees for visiting commercial aircraft will be determined by the Committee from time to time.
- 8.8 All annual fees are due on or before 31 January for that year.
- 8.9 Interest on overdue accounts will be charged at prime plus 2% per annum.
- 8.10 New Members will be required to pay the full Joining Fee but only a pro-rata share of the annual subscription for the months remaining for the particular year.
- 8.11 The Club shall keep proper records, including a register of members.

9 NOTICES

All Members shall communicate their postal addresses, as well as facsimile numbers and email addresses from time to time to the Secretary who shall keep a Register of Members showing this information. Notices to Members may be sent by post or e-mail to the address entered in this Register and shall have been deemed to have been received by the Member seven (7) days after the MBAC has sent the notice.

Any Member who may have changed his address and not notified such change to the Secretary shall be deemed to have duly received the notice as contemplated above.

The omission to serve any notice on any Member shall not invalidate any resolution passed at any Meeting of Members or of the Managing Committee.

10 MANAGEMENT

The affairs of the Club shall be conducted by a Management Committee not exceeding 7 members, all of whom shall be elected by the Members present at an Annual General Meeting held in compliance with Clause 12, for a period of 1 year and are eligible for re-election. Proxy votes shall be allowed

for the election of the Management Committee. Members of the Management Committee must be voted for individually and the member/s with the most votes, provided it is in excess of a majority (50%+1), of the members present and voting, will be elected.

Not less than fourteen days (14) notice of nomination and acceptance of member to be available for election to the Committee. Such nomination form shall be given to the Secretary and shall be presented on the MBAC Notice Board & Website Notice Board. The nominated member shall forfeit his/her nomination if not in good standing with MBAC. The nominated member shall have been a member of MBAC for at least one year before eligibility to stand for the MBAC committee.

The Management Committee shall consist of:

1. Chairman
2. Club Captain
3. Treasurer
4. Secretary
5. Safety
6. Events/social
7. Committee member without portfolio

The above members will only be eligible for election if at that stage they are in possession of a valid pilot license as per SACAA Air Regulations. One member shall represent the skydiving operations. If such a pilot license is withdrawn or cancelled for whatever reason, such cancellation or withdrawal will be deemed to be the resignation of that particular member, provided that if the withdrawal or cancellation is subject to an appeal process or any other legal process, such resignation will be suspended subject to such final adjudication.

The Committee may co-opt a member to fill any vacancy that may occur amongst elected members during the year of office or to complement the elected members for any specific task or function or due to his/her expertise. The co-opted member to fill a casual vacancy will hold that position until the vacancy is filled at the first following Annual General Meeting of his/her appointment. A member co-opted to fill a vacancy or a member co-opted to perform a specific task or function or due to his/her expertise must be in good standing with MBAC of at least 1 year. Any co-opted member to fill a casual vacancy will have the same voting rights as the elected members, except in respect of a resolution for the termination of the appointment of co-opted member/s to fill a casual vacancy or any other co-opted member.

The Mossel Bay Municipality has the right to appoint, if it so wishes, two representatives to the Committee. These representatives will have the same rights and privileges as the elected Management Committee members. These 2 representatives are in addition to the maximum of 7 elected Management Committee members.

Five Management Committee members shall form a quorum. In the absence of the Chairman, the Club Captain shall chair the meeting.

No office bearer or committee member may serve for a period of longer than 4 years.

The Chairman shall serve a maximum of three consecutive years. He may be re-elected after having been a normal member for 2 years after vacating his post.

No office bearers shall have a criminal record.

No office bearers shall have been declared insolvent or have been sequestrated.

11 POWERS OF THE COMMITTEE

The Committee shall have the power:

- 11.1 to undertake whatever action is deemed necessary to uphold the Constitution and to pursue the requirements and objectives of the MBAC
- 11.2 to make and amend the House Rules to the benefit of all members. (NOTE: If a rule is therefore not for the benefit of the members the committee cannot make that rule. This power of the committee must be carefully defined – for the protection of the members and of the management committee)
- 11.3 to appoint and terminate the employment of staff.
- 11.4 to generally administer and manage the affairs of MBAC.

12 ANNUAL GENERAL MEETING AND VOTING RIGHTS

An Annual General Meeting of the Members shall be held once every year within three months after the financial year end, for the purpose of receiving a report from the Managing Committee together with an audited Balance Sheet and Statement of Income and Expenditure to the 30th September preceding and for the election of a Management Committee and Officers for the current year as provided in Clause 10.

An Extraordinary (Special) General Meeting may:

- be convened at any time at the discretion of the Management Committee
or
- must be convened by the Management Committee upon the written request of not less than nine (9) Ordinary members and such request should indicate the matters to be discussed or dealt with or proposed resolutions to be taken at such a meeting.

A chairman and 15% of the Ordinary members shall constitute a quorum at any general meeting.

If, within one hour after the appointed time for a meeting to begin, the quorum requirements applicable for that meeting have not been satisfied, the meeting is postponed without motion, vote or further notice, for one week. If, at the time for a postponed meeting to begin these quorum requirements have not been satisfied, the members present will be deemed to constitute a quorum, provided that if the Chairman is not present at that meeting, the meeting can elect a chairman from those present.

Ordinary, Distinguished and Honorary members each have one vote. Other members have no voting rights. Ordinary members will not have voting rights if any membership fees and other subscriptions or debt owed to the MBCAC that is due and payable and the MBAC has notified the member thereof, is unpaid to any extent.

The voting shall either be conducted by a proper voting paper to be marked with a single cross in the block provided or an indication that the member abstains from voting, or, alternatively by the raising of hands if a two-third majority meeting so decides on a proposal to this effect by a member with voting rights and seconded by a member with voting rights.

The Secretary shall give written notice to members of at least thirty (30) clear days of any general meeting. The notice shall contain information to be transacted at the meeting as well as any proposed resolutions and the reasons and effect of the resolutions.

Not less than seven (7) days notice in writing shall be given to the Secretary of any resolution which is proposed to be submitted to the general meeting by any member.

Subject to contrary provisions in this Constitution, resolution will be passed by a majority (50%+1) of the members present and voting. Abstentions will not be taken into account in respect of the calculation of this majority.

13 MINUTES OF MEETINGS:

Minutes of all Meetings (general meetings and management meetings) shall be kept in a formal minutes book and also available on the MBAC website. The Secretary shall attend all Meetings and shall take Minutes of the proceedings, which shall be signed by the Chairman after the same have been read and confirmed at the next Meeting. Such Minutes of Meetings shall be issued within fourteen (14) days.

14 SPECIAL (PROXY) VOTES

A member who is entitled to attend and vote at a General Meeting but who will not be able to attend shall be entitled to cast a special vote in accordance with the following provisions:

- 14.1 The member shall apply in writing to the Secretary of the Committee for a printed voting paper.
- 14.2 The Secretary shall furnish the member with a numbered voting paper, outlining the issue at hand and providing appropriate blocks for the member to mark with a cross.
- 14.3 The member shall return the duly completed and signed voting paper by email, post, fax or hand delivery, such that it will reach the MBAC office no later than 12 hours prior to the General Meeting.
- 14.4 The voting paper shall be accompanied by an affidavit by the member that he/she was the person who cast the vote and that the official who administered the oath verified his/her identity. A copy of the members ID/Passport shall be attached to the proxy vote.
- 14.5 A voting member cannot hold more than one proxy.
- 14.6 A proxy given for a committee meeting has effect for only 1 meeting and lapses after the meeting.
- 14.7 A proxy may only be exercised if a properly completed proxy form is given to the secretary before the start of the meeting for which the proxy is to be used.
- 14.8 The committee may decide that it will prohibit the use of proxies altogether or just for particular issues at hand.

15 PROTECTION OF INTERESTS

The property and income of MBAC shall be applied solely towards objectives that meet the Purpose as set forth above. No property or funds shall be transferred or paid, directly or indirectly, by way of dividends, bonus or otherwise, to any member of MBAC.

16 FINANCIAL YEAR:

The Club's financial year shall be 01 October to 30 September.

17 FINANCE

The accounts of MBAC shall be presented for approval to the Annual General Meeting.

A banking account shall be maintained in the name of MBAC. All transactions shall be co-signed by agents expressly authorized for that purpose by the Management Committee.

Bank statements shall be made available on request to any member of the Management Committee.

18 AUDIT

The members shall appoint an auditor registered in terms of the Auditing Profession Act 26 of 2005 by ordinary resolution at the Annual General Meeting and who will act as auditor until the end of the following Annual General Meeting. The auditor can be reappointed that that Annual General

Meeting. If not reappointed the auditor vacates his position at the end of the particular Annual General Meeting.

The auditor can be dismissed at any General Meeting with an ordinary majority, provided that in the case of such dismissal, an auditor must be appointed at that same General Meeting to fill the vacant position.

Year End Financial Statements shall be presented to the Committee before being signed off by the treasurer and additional members.

The auditor shall serve MBAC for a maximum of 3 years. A new auditor shall be identified and appointed during the third year of the serving auditors tenure.

19 DISCIPLINARY PROCEEDINGS

In the event of a conflict between the provisions of the constitution and the rules, the terms of the constitution shall prevail.

Any member of the MBAC is entitled to lay a complaint that another member:

- Violated the Constitution or House Rules or
- Acted improperly in respect of the interests of the MBAC or
- Acted in a manner calculated or likely to be prejudicial to the name and reputation of the MBAC, or
- Breached the flying regulations of MBAC or
- Breached the South African Civil Aviation Air Navigation Regulations.

The complaint shall be in writing and shall be submitted to the Management Committee within seven (7) days of becoming aware of the alleged misconduct.

The Chairman of the Management Committee shall investigate the matter and the circumstances and report to the Management Committee in writing.

The Management Committee can authorise the Chairman to communicate with such Member to settle the matter and if the member agrees, he will cease to be a member of the MBAC. The Chairman will report this to the management Committee and the circumstances and the agreement will be minuted.

In the alternative, if the agreement to cease to be a member cannot be reached, the member will be formally charged by the Management Committee in writing and delivered to the member in person or by post or telefax or email, stating the particular charge and the circumstances that led to the charge and the possible consequences to the MBAC. The charge will be delivered to the member in writing and he/she will sign an acknowledgement of receipt, which will be delivered (in person or by post or telefax or email) to the Management Committee. The charge will also indicate a time and date, which cannot be earlier than fourteen (14) days from

delivery of the charge, on which the member will appear before a disciplinary committee of the Management Committee. The disciplinary committee will consist of three members of the Management Committee. If a member of the Management Committee laid the charge, he/she cannot be member of the disciplinary committee.

The disciplinary committee will adjudicate the charge and will have the power to order that the member shall be cautioned, be suspended from membership for a period of up to a year and on conditions that the disciplinary committee may impose, be requested to resign or be expelled from the MBAC.

The Disciplinary Committee will provide the reasons for such action in writing.

The member may appeal against any decision of the Disciplinary Committee in writing provided the appeal is received within ten (10) days after notification to the member of such decision.

The appeal shall be heard by an Appeal Committee of at least three members of the current Committee (excluding any member who sat on the Disciplinary Committee and a member of the Management Committee who laid the charge) plus two members who served a full term in the Management Committee during previous year(s). The decision taken in such hearing will be final.

Members shall not be entitled to legal representation at any disciplinary hearing or appeal hearing. The Disciplinary or Appeal Committees shall not make use of legal representation either.

If a member is expelled from the MBAC, he/she will forfeit any Entrance Fee and Subscription paid to the MBAC for that particular year and any outstanding membership fees and other subscriptions payable to the MBAC or on a contractual basis other than membership will be payable immediately.

If a member is expelled from the MBAC, he/she shall dispose of any fixed asset from Mossel Bay Airfield within 6 months. If after 6 months, sale has not been concluded, the committee reserves the right to advertise such at a price determined by a sworn appraiser. All costs (appraisal and advertising) are for the account of the expelled member. The current hangar agreement shall be terminated on date of expulsion. The expelled member may not generate a new hangar lease after expulsion. Such member shall be reimbursed agreed stand "purchase deposit" amount less 10%.

An expelled member may not participate in any event organised by or held at MBAC. Right of Admission is Reserved.

20 ARBITRATION

20.1 Should any dispute or difference arise between parties relating to or arising out of this Constitution, including the implementation, execution, interpretation, rectification, termination or cancellation of

this Constitution, and or any further agreement hereto, then the dispute or difference will be referred for arbitration to an arbitrator agreed between the parties to the dispute to be arbitrated in terms of the Arbitration Foundation of South Africa (“AFSA”) arbitration rules for the time being in force, failing which to the AFSA in terms of AFSA's arbitration rules for the time being in force.

20.2 This clause shall constitute each party's irrevocable consent to the arbitration proceedings, and no party shall be entitled to withdraw from such arbitration proceedings or to claim that it is not bound by this clause.

20.3 Each of the parties hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings-

- shall be final and binding on each of them; and
- will be carried into effect; and
- be made an order of the Western Cape High Court George on application by any of the parties concerned.

20.4 If the parties cannot agree on the appointment of a particular Arbitrator within four day after the arbitration proceedings as started, the President for the time being of the Cape Bar Council will be requested to appoint the arbitrator.

20.5 The fees payable to the arbitrator shall be determined and agreed to between the arbitrator and the parties and the parties shall be jointly and severally liable for the payment of the arbitrator's fees.

20.6 Notwithstanding the foregoing, nothing in this clause shall be construed as precluding any party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause.

20.7 This clause is severable from the rest of this Constitution and shall, notwithstanding the termination of this Constitution, remain in full force and effect.

21. MBAC FACILITIES

MBAC retains the exclusive right to sell, or to conclude an agreement or agreements with service providers to that effect, refreshments etc. on the airfield. Identifying of such service providers shall follow a tender process. The Management Committee shall determine the prices for refreshments unless the restaurant is contracted to a service provider. The Management Committee must agree the maximum prices with the service provider. All members shall pay any costs incurred by them and/or their guests before leaving the airfield.

22. PROFITS:

No profit from the sale of liquor or other goods or services by the Club may accrue directly or indirectly to any member in their personal capacity. This arrangement shall be suspended should the restaurant be contracted to service provider. Such service provider may also be a member of the MBAC.

23. GUESTS

Members may introduce guests onto the MBAC premises, provided that the member shall enter the guest's name forthwith in the Visitor Book provided for that purpose.

The introduction of the same person as a guest is limited to twenty times per year and only members shall be entitled to pay for liquor or refreshments served at the Club.

The Management Committee retains the right of admission to the MBAC and or its premises and/or its facilities.

24. FLYING RULES

Members shall comply with the South African Civil Aviation SA-CAR and SA-CATS and obey all rules and flying regulations of MBAC and shall also obey the rules and regulations of any club or flying organization with which MBAC is affiliated when visiting such clubs. Members expressly agree that the MBAC can take disciplinary action as contemplated herein if a member does not adhere to the SA-CAR and SA-CATS and that such action is as a consequence of membership and is not action for or on behalf of the South African Civil Aviation Authority.

25. MBAC PROPERTY

No member or guest shall under any pretext whatsoever take away from MBAC's premises any article that is the property of MBAC.

26. CODE OF CONDUCT

All members are expected to conduct themselves in a manner that contributes to a good standing of the Club and respects the rights of all its constituents and stakeholders.

27. COMPLIANCE WITH THE CONSTITUTION & HOUSE RULES

Payment of the initial membership fee constitutes acknowledgement by a member that he/she accepts and will be guided by all provisions of the Constitution & House rules.

This Constitution and the separately published House Rules shall be printed and a copy thereof shall be provided to every Member of the Club or posted to his address or e-Mailed to the provided address, but no Member shall be

absolved from the operation of the Constitution and House Rules of the Club on any allegation of not having received a copy of same. Further, Members shall be deemed to have notice of all amendments and alterations of the Constitution and House Rules passed from time to time and notified in the prescribed manner.

The Managing Committee may from time to time have the Constitution and House Rules reprinted so as to incorporate all amendments and alterations therein up to date.

A copy of the Constitution and the House Rules of the Club and of all amendments and alterations up to date shall at all times be available in the Secretary's office for the inspection of any Member. These documents shall be made available on the MBAC website Notice Board.

28. COMPLAINTS

No member shall voice complaints in public. All complaints must be addressed in writing to the Chairman or can be made verbally to any member of the Committee or at any official meeting.

The conduct of a servant or other alleged cause of complaint shall in no instance be made a manner of personal reprimand by any Member, but he must lodge his complaint in writing with the Secretary who shall report same to the Managing Committee. A book shall be kept wherein may be written all complaints and any suggestions concerning the management of the Club and this book shall be produced to the Managing Committee at their Meetings.

29. INTERPRETATION

In this Constitution, unless the context indicates otherwise, the singular shall include the plural and vice versa, and the masculine gender shall include the female gender.

30. DISSOLUTION AND WINDING-UP

The MBAC may be dissolved if it is solvent in the sense that it can pay its liabilities as they fall due in the ordinary course of business and if the assets exceed the liabilities. If a resolution of dissolution is taken by a special general meeting called specifically for that purpose.

If a resolution is passed to dissolve the MBAC, a person must be appointed in that resolution that will effect the dissolution and winding-up of the MBAC. The remuneration of that person will be determined by the resolution appointing that person.

If upon the dissolution and/or winding-up of the MBAC and their remains; after the satisfaction of all its debts and liabilities any property whatsoever,

the same shall not be paid to or distributed amongst the members of the MBAC, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club. The Aero Club of South Africa will be consulted to determine the appropriate institution to which the funds should be transferred.

31. CHANGES TO THE CONSTITUTION AND HOUSE RULES

The original Constitution has been approved at the Annual General Meeting dd 21 June 2001.

The Constitution may be changed by resolution at any General Meeting, provided that such resolution must be passed by a majority of two thirds of all registered and paid-up Ordinary and Honorary members.

At least thirty (30) days before the AGM, a copy of the proposed new Clause or cancellation or alteration or any existing Clause shall be sent by post or e-mail to all Members and shall be posted up on the Club's Notice Board & website Notice Board.

Members desiring to propose any new clause or cancellation or alteration of any existing clause must lodge notice of same in writing with the Secretary at least fourteen (14) days before the date of the meeting at which the matter is to be brought up for consideration.

The Managing Committee shall have power at all times to make, cancel and alter House Rules consistent with the constitution of the Club for the management and well-being of the Club, and all such House Rules shall be binding on all Members until altered or rescinded by the Managing Committee.

Should any Act or law relevant to this Constitution and/or House Rules at any time be amended, repealed or a new Act or law enacted, the terms of the Constitution and House Rules will be deemed to have been amended to be in compliance with such Act or law.

This amended Constitution was duly approved on 15 June 2016 in accordance with Art. 15 of the Constitution of 21 June 2001.

Footnote

Distinguished Members – Clarification:

Recognition can be defined as, “acknowledgement with a show of appreciation.” It is important that past club officers let members know their service is recognised and valued. The following have thus been accorded informal recognition known as Distinguished Member status.

1. Roger Brink,
2. Cor Beijer,
3. Hein Rehr
4. Fred Coetzee

Their Distinguished Member status shall terminate at voluntary resignation or by the death or legal incapacity of the particular member.