

# CONSTITUTION

## OF

# THE GAUTENG NORTH GOLF UNION

## **1. PREAMBLE**

This Union is constituted subject to the conditions and rules of GolfRSA and membership hereof implies the acceptance of any ruling of the Bodies within the GolfRSA structure on any matters referred to them for a decision.

The Union's purposes are to:

- 1.1. To promote, advance, protect and foster the game of golf; and
- 1.2. To bring about and maintain close co-operation between its member clubs and the individual players thereof; and

## **2. DEFINITIONS**

In this Constitution, unless the context shall otherwise require:

- 2.1. **“Area of Operation”** shall mean those areas as demarcated in Clause 7.
- 2.2. **“Council of Delegates”** shall mean the Council of Delegates as constituted in Clause 12.
- 2.3. **“Executive Committee”** shall mean the Executive Committee elected in terms of Clause 11.
- 2.4. **“General Manager”** shall mean any employee of GNGU allocated the responsibility.
- 2.5. **“GolfRSA”** shall mean the unified body of the South African Golf Association (SAGA) and Womens Golf South Africa (WGSA)
- 2.6. **“Junior Golfer”** shall mean a junior golfer who has not yet attained the age of nineteen years.
- 2.7. **“Member Club”** shall mean a member club as defined in Clause 9.1.
- 2.8. **“National Controlling Body”** shall mean GolfRSA.
- 2.9. **“President”** shall mean the President elected in terms of Clause 11.9 and 11.10.
- 2.10. **“Union”** shall mean the Gauteng North Golf Union.

- 2.11. **"Vice Presidents"** shall mean the Vice Presidents elected in terms of Clause 11.9.
- 2.12. **"Office Bearers"** shall mean the President and Vice Presidents elected as in terms of Clause 11.9.

### **3. NAME**

- 3.1. The name of the Union is the Gauteng North Golf Union. The shortened name and herein referred to as "GNGU".
- 3.2. The Union shall be entitled to change its name in accordance with the provisions of this Constitution relating to the amendment of any of its provisions.

### **4. ENTITY IN LAW**

- 4.1. GNGU is a non-profit organisation.
- 4.2. The Union is a legal persona with the capacity to sue and to be sued in its own name and furthermore to acquire assets in its own name and shall as such be a legal person distinct from its members.
  - 4.2.1. **Indemnity:** Members or office bearers shall not be liable for any debts, engagements or liabilities of GNGU.
  - 4.2.2. GNGU has locus standi to institute and defend proceedings on behalf of its members or office bearers.
  - 4.2.3. GNGU will continue to exist even if the members or office bearers change.
- 4.3. **Income and Property of GNGU:** The income, property and monies of GNGU from whatsoever source derived, shall be used and directed solely towards the promotion of the objectives of GNGU as set forth in this Constitution, and no portion or amount thereof shall be paid or transferred directly or indirectly to any Member or other third party by way of dividend, bonus, or used in any other manner calculated, whether inadvertently or not, to materially or financially benefit or profit any Member or other third party other than as stipulated in this Constitution. Nothing herein contained shall, however, preclude the making of grants or loans by GNGU to any Member for the purpose of carrying out its objectives or furthering its interests, or from reimbursing any person for any service actually rendered to GNGU, or from making donations or grants to approved causes or persons.
- 4.4. All monies paid to GNGU shall as soon as possible after receipt be deposited into GNGU's current banking or investment account and withdrawn therefrom as may be required from time to time. Payments in excess of R 10,000 shall be made by the General Manager, or such person authorized to do so by the Executive Committee and signed off by an additional signatory of the Executive Committee.

### **5. RULES OF GOLF AND AMATEUR STATUS**

The GNGU accepts and is bound by the Rules of Golf and The Rules of Amateur Status, as well as the WHS Rules of Handicapping, together with such amendments or additions thereto as may from time to time

be adopted by the R & A Rules Limited, 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.

## **6. MEMBERSHIP OF THE NATIONAL CONTROLLING BODY**

- 6.1. GolfRSA is the National controlling Body of amateur golf in South Africa for both males and females.
- 6.2. The GNGU shall remain a member of GolfRSA as far as affiliated amateur men and women members are concerned.
- 6.3. The GNGU shall remain loyal to GolfRSA and shall obey and honour all the obligations and duties imposed upon it by the National Body, its Constitutions and any legal rules made by them.

## **7. AREA OF OPERATION**

The area of operation of the Union comprises those areas demarcated as Gauteng North by GolfRSA, or by any future body or bodies empowered to demarcate such other areas of operation.

## **8. OBJECTIVES OF THE UNION**

- 8.1. The objectives of the GNGU are:
  - 8.1.1. To promote, advance, protect and foster the game of golf.
  - 8.1.2. To bring about and maintain close co-operation between its member clubs and the individual players thereof.
  - 8.1.3. To encourage the promotion and holding of golf competitions and championships on the courses of its member clubs and to assist in the conduct thereof.
  - 8.1.4. To encourage the holding of inter-provincial, inter-area, inter-district and inter-club leagues and matches and to arrange for players of member clubs to participate therein.
  - 8.1.5. To determine the rules and conditions under which any championships, tournaments, leagues and matches shall be played.
  - 8.1.6. To assist member clubs in arranging the settlement of differences or disputes or in obtaining an interpretation of the rules of golf.
  - 8.1.7. To advise member clubs on any matters relating to course management, control and construction.
  - 8.1.8. To aid, assist and generally promote the interests of its member clubs, whether financially or otherwise.
  - 8.1.9. To raise, administer and disburse funds in order to carry out the objects herein specified.

- 8.1.10. To communicate electronically, publish bulletins, journals or publications or to conclude arrangements with other persons in order to publicise the activities of the GNGU and its member clubs and to disseminate matters of interest to member clubs and to players thereof.
- 8.1.11. To purchase, sell, lease or otherwise acquire and to dispose of movable and immovable property; to encumber such property by way of mortgage or other bonds and to deal with such property in any such way as the GNGU may deem fit.
- 8.1.12. To erect, construct, alter, maintain, manage and control any buildings or other erections.
- 8.1.13. To invest any funds not immediately required in interest bearing investment accounts with recognised financial institutions.
- 8.1.14. To ensure compliance with the World Handicapping System by deferring any member clubs under its jurisdiction to GolfRSA to do their course rating.
- 8.1.15. To represent golf at the Tshwane Sports Confederation.
- 8.1.16. In general, undertake and perform lawful activities that are in the interests of its members.

## **9. MEMBERSHIP**

### **9.1. Qualifications for Membership**

- 9.1.1. The GNGU shall consist of member clubs which are golf clubs or country clubs with a rated golf course situated in the area demarcated as Gauteng North and have duly been admitted to membership of the GNGU in terms hereof.

### **9.2. Application for Membership of the GNGU**

- 9.2.1. Any club qualified to be a member club under Clause 9.1, supra, may apply for membership. Such application must be in writing and addressed to the General Manager of the GNGU.
- 9.2.2. Each application for membership shall state the name and address of the club, the names and addresses of its office bearers and the number of its golfing members (women and men) and shall be accompanied by a copy of its Constitution.
- 9.2.3. Each application for membership shall be referred to the Executive Committee, which may in its absolute discretion accept or reject the application or postpone consideration thereof for such time as it deems fit.

### **9.3. Affiliation Fees**

- 9.3.1. Each Club Member shall pay to GNGU an annual Affiliation Fee, which includes the GolfRSA annual affiliation fee, and such further levies as may be prescribed from time to time at a General Meeting.

- 9.3.2. Liability for payment of annual affiliation fees and levies, if and when prescribed, by Members shall accrue as from the 60th day of each Member Club's membership year, with these invoices issued after the allowable clean up period (60 days), and being payable 30 (thirty) days from invoice date (unless otherwise agreed with GNGU).
- 9.3.3. The annual affiliation fee and any levies payable by a Club Member shall be based per capita on the number of Players belonging to and handicapped by the Club Member and calculated as per their membership year. The affiliation fees of new Players or fees moving clubs with different membership years collected as per clause 9.3.1 above shall be paid over to GNGU on a monthly basis.
- 9.3.4. When invoicing the Member Club, GNGU shall send to the Member Club the following particulars monthly.
  - 9.3.4.1. the number of renewing, new and transferring Players handicapped at each such golf club;
  - 9.3.4.2. the composition of same as either male, female and as full member or junior.
- 9.3.5. The Member Club is afforded sixty (60) days in total from their membership year start date to remove Players from the handicap system, where those Players will not be renewing their membership with the Member Club. GNGU will invoice the member based on their club's membership after the sixty (60) days on the adjusted amount and the adjusted amount is due and payable.
- 9.3.6. No Member Club or Player ceasing its Membership of the Association or GNGU for whatever cause, shall be entitled to a refund of any amount, or portion thereof, paid by it to the Association or GNGU in terms of the foregoing.
- 9.3.7. All additional fees are payable within 30 (thirty) days from invoice date.
- 9.3.8. Member Clubs shall be responsible to GNGU for the payment to it of the prescribed affiliation fees and such further levies due. If a Member Club has not paid the affiliation fees and levies, if any, due to GNGU by the final date specified in Clause 9.3.2 and 9.3.3 and fails thereafter to pay the same within one month after the Member Club has been called upon to do so, the Member Club concerned shall cease to be affiliated to GNGU and the Association, until such time as the due affiliation fees and levies have been paid by the Member Club concerned.

#### 9.4. Rights, Privileges and Liability of Member Clubs

- 9.4.1. Membership of the GNGU shall entitle a member club to all privileges and advantages of the GNGU
- 9.4.2. Membership of the GNGU shall not convey upon a member club any right, title, interest or claim in or to any of the moneys or assets of the GNGU.
- 9.4.3. The liability of each member club shall be limited to the amount of its unpaid affiliation fees and any other moneys it shall be owing to the GNGU.

9.5. Cessation, suspension and reinstatement of Membership:

- 9.5.1. A member club shall cease to be a member of the GNGU if:
  - 9.5.1.1. it resigns from the GNGU in writing; or
  - 9.5.1.2. it has been called to pay their fees as per clause 9.3.8 and has failed to do so.
- 9.5.2. The Executive Committee on a majority vote of two thirds of all members entitled to vote passes a resolution to terminate the membership of a member club.
- 9.5.3. No longer qualifies for membership as per clause 9.1.
- 9.5.4. The Executive Committee shall have the power to suspend the membership because of failure to comply with clauses 9.3 and 9.5.3.
- 9.5.5. Cessation or suspension of membership includes removing the Club as affiliated on the Handicap Network.
- 9.5.6. The Executive Committee may, upon receipt of an application in writing from a Member, whose membership has terminated, reinstate such Member upon such terms and conditions it may determine.

**10. HEAD OFFICE**

The head office of the GNGU shall be situated in Tshwane at such address as the Committee may from time to time determine.

**11. EXECUTIVE COMMITTEE: CONSTITUTION OF**

- 11.1. The GNGU shall be governed and its affairs and activities be administered by an Executive Committee, elected by the members and acting under the authority conveyed to it by this Constitution or by any mandate granted to it by the GNGU in an Annual general meeting, which Committee is constituted as follows:
- 11.2. The Executive Committee shall consist of a maximum of 10 (ten) elected members, but not less than six (6) of which at any given time no less than 3 (three) shall be of the same gender.
- 11.3. Member voting:
  - 11.3.1. Member clubs having 500 (five hundred) or more golf members affiliated to GNGU, will have 2 (two) votes per candidate
  - 11.3.2. Member clubs having less than 500 (five hundred) golf members affiliate to GNGU, will have 1 (one) vote per candidate.
  - 11.3.3. Current Executive members shall have 1 (one) vote each.
- 11.4. Executive Committee members shall hold office for a period of 2 (two) years from the AGM they are elected. In the event of more than 5 (five) positions being available on the Executive Committee, the five (5) Candidates who receive the most votes shall serve on the

Executive Committee for a period of 2 (two) years and the candidate/s who receives the lesser number of votes for a period of 1 (one) year. The Chairperson of this Annual General Meeting shall have a casting vote besides a deliberative vote. An elected member shall retire immediately after the Annual General Meeting held at the expiration of this period of office and shall be eligible for re-election without nomination.

- 11.5. Candidates for election to the Executive Committee must be proposed in writing by a golf member of a member club and seconded in writing by another golf member of another member club and the candidates must signify their acceptance of the proposal in writing on the nomination form. Nominations must reach the General Manager at least 21 (twenty-one) days prior to the Annual General Meeting. The election of the Executive Committee members shall only take place at the Annual General Meeting. The General Manager shall advise all member clubs of the names of nominees received, not less than 14 (fourteen) days before the Annual General Meeting.
- 11.6. In the event of a vacancy occurring on the Executive Committee between AGMs for whatever reason, the Executive Committee shall be entitled to co-opt any person to fill such vacancy for the remaining period of office of the person in whose stead such co-option is done.
- 11.7. Besides any co-option due to a vacancy on the Executive, the Executive Committee shall be entitled to co-opt not more than 1 (one) additional person to serve on the Executive Committee for a period of not exceeding 2 (two) years if the Executive Committee is of the opinion that such co-option is expedient in the interest of golf in the area of the GNGU. Such co-opted member shall be entitled to attend the meetings of the Executive Committee and to vote thereat.
- 11.8. A member of the Executive Committee must be a member in good standing of a member club of the GNGU.
- 11.9. Immediately after each Annual General Meeting the Executive Committee shall elect a President, 2 (two) Vice Presidents (one of each gender), a Treasurer, and members to represent the GNGU on the South African Golf Association and Womens Golf South Africa from its members. They who shall hold office until the immediately following Annual General Meeting unless a vacancy occurs prior to such meeting in which event the Executive Committee may elect another member of the Executive Committee to fill such vacancy for the remaining period.
  - 11.9.1. To be eligible to be elected in the role of President or Vice President, an individual must have served on the Executive Committee for a minimum of one (1) year.
  - 11.9.2. Neither the President, nor Vice Presidents shall at the same time of holding office as the President or Vice President, be entitled to serve on the Committee of their home Club nor be in the paid employ of such Club for a period exceeding 3 (three) full calendar months after taking office. Such person may also not be selected by their home Club to represent their Club at any meetings of the GNGU.

- 11.10. The President may only serve in this position for a period no longer than five (5) years, and will still be subject to re-election as President annually, as well as onto the Executive Committee bi-annually.
- 11.11. After each Annual General Meeting the President shall, subject to Clause 11.9, supra, allocate such portfolios, after consultation with the Executive Committee, to the members of the Executive Committee as deemed fit.
- 11.12. An Executive Member shall automatically cease to hold office if they:
  - 11.12.1. cease to be a member of a Member Club or if their nomination for election to the Executive is withdrawn by the Member concerned;
  - 11.12.2. fail to attend three consecutive meetings of the Executive without having obtained leave of absence from the Executive;
  - 11.12.3. in the opinion of the Executive is guilty of an act or omission which could bring the sport of golf into disrepute or damage the good name and standing of the Union or be prejudicial to the interests of the Union or its Members.

## **12. COUNCIL OF DELEGATES**

- 12.1. The Council of Delegates shall comprise representatives of the member clubs made up as follows and whose names and addresses shall be furnished to the General Manager of GNGU:
  - 12.1.1. 2 (Two) representatives of member clubs having 500 (five hundred) or more golf members affiliated to GNGU.
  - 12.1.2. 1 (One) representative of member clubs having less than 500 (five hundred) golf members affiliate to GNGU.
- 12.2. A member of the Council of Delegates may appoint an alternate with full voting rights to represent the Club at meetings, but no member of the Executive Committee shall be entitled to delegate his office under the provisions of this clause or to appoint an alternate.

## **13. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

- 13.1. The Executive Committee has the power to do all things necessary to carry out and promote the objects of the GNGU subject to the conditions contained in this Constitution. Without derogating from the generality hereof the Executive Committee shall in particular have the following powers and duties:
  - 13.1.1. To pass, amend or rescind rules for the regulation and administration of the affairs of the GNGU.
  - 13.1.2. To appoint personnel to assist in the administration of the affairs of the GNGU.
  - 13.1.3. To consider applications for membership to the GNGU and to accept or reject same.

- 13.1.4. To fill vacancies in respect of nominated members of the Committee for the unexpired period of such a members term of office.
- 13.1.5. To appoint sub-Committees for such purposes and upon such terms as may be considered necessary and to delegate such powers thereto as may be necessary.
- 13.1.6. To summon, at any time, an Special General Meeting of the GNGU.
- 13.1.7. To terminate the membership of any member club in terms of Clause 9.5.1.2 supra.
- 13.1.8. To receive moneys and authorise expenditure in accordance with the objects of the Constitution.
- 13.1.9. To open banking or financial institution accounts in the name of the GNGU and to resolve the manner in which such accounts may be operated on.
- 13.1.10. To depute and authorise office bearers of the GNGU to act on its behalf in the acquisition and alienation of property and in the conduct of any legal or other proceedings brought by or against the GNGU.
- 13.1.11. To select teams to represent the GNGU in matches arranged against other Unions, Associations, Provinces, Clubs and Organisations.
- 13.1.12. To prescribe rules for the conduct of golfing events arranged by the GNGU or its member clubs and to issue rulings and interpretations on any matters submitted to it or falling within the jurisdiction of the GNGU.
- 13.1.13. To deal with any matter, condition and circumstance arising for which specific provision is not made in the Constitution.
- 13.1.14. To relieve from their duties any office bearers elected in terms of Clause 11.9, supra, who, by reason of continued absence, illness or other cause for a period of 3 (three) successive months has become unable or unfit to perform such duties.
- 13.2. All legal and binding documents required to be signed by or on behalf of the GNGU shall be signed by at least 2 (two) signatories of GNGU. The signatories of GNGU shall be the President, both Vice Presidents, the Treasurer and the General Manager.
- 13.3. The day to day management of the GNGU shall be done by the person/s employed by the Executive Committee of the GNGU and which shall have such powers and duties as provided for in this Constitution or as delegated to it by the Executive Committee.
- 13.4. All assets of the GNGU shall be held or registered in the name of the GNGU and all liabilities shall likewise be incurred in the name of the GNGU.
- 13.5. The Executive Committee shall act as a disciplinary body to investigate and hear any complaints filed by a member club against another member club, or a member of such club or any person representing the GNGU in whatever capacity, and to impose such penalty as it deems fit. In general to exercise disciplinary authority in its area of jurisdiction.

- 13.5.1. Notwithstanding anything to the contrary contained in the Constitution, the Executive Committee may delegate its powers in terms of this paragraph to a committee, or tribunal, or an ad hoc committee established from time to time for a specific purpose and for a specific period of time, and may for this purpose issue regulations regarding any matter which shall or may be prescribed in terms of this paragraph including procedure to be observed in the conduct of hearings, the right of appeal, and in general, with regard to any other matter which it deems necessary or expedient to prescribe in order to achieve or promote the objects of this paragraph.
- 13.6. The Committee is only entitled to dispose of, alienate or hypothecate moveable and immovable property of the GNGU exceeding R10 000,00 in value on the authority of a Resolution passed at a General Meeting of the GNGU.
- 13.7. No member of the Committee shall be held personally liable for any act performed as a committee member or the omission of performing any act.

#### **14. MEETING REGULATIONS OF THE EXECUTIVE COMMITTEE AND COUNCIL OF DELEGATES**

- 14.1. The President shall preside and preserve order at all meetings of the GNGU or Executive Committee at which the President is present, sign minutes of meetings after confirmation, sign financial statements after approval by the Committee and generally perform such duties as by usage and custom pertain to this office. One of the 2 (two) Vice Presidents shall act as President in the absence of the latter. In the event of all three of the aforesaid office bearers being absent the meeting shall elect a Chairperson.
- 14.2. The Executive Committee shall meet as often as may be necessary but at least once every 3 (three) months, while the Council of Delegates shall meet at least 4 (four) times a year.
- 14.3. Meetings shall be held at the head office of the GNGU or at such other place agreed to by the Executive Committee from time to time.
- 14.4. At least 7 (seven) days written notice of meetings shall be given to the Executive Committee and / Council of Delegates for respective meetings.
- 14.5. The Executive Committee may, in its sole discretion, whenever it feels it desirable for the Executive Committee to meet, convene a special meeting of the Executive Committee by giving at least 2 (two) days' notice thereof to the members of the Executive Committee stipulating the time and place of such meeting.
- 14.6. Proper minutes shall be kept of all Executive Committee meetings and Council of Delegates meetings.
- 14.7. 6 (Six) members shall constitute a quorum of the Executive Committee and 12 (twelve) members shall constitute a quorum of the Council of Delegates.
- 14.8. At any meeting of the Executive Committee or Council of Delegates, voting shall be done by a show of hands unless the Chairperson of the meeting or any member of the meeting requests a poll to be taken. Such request must be directed prior to any voting. Each member shall have 1 (one) vote irrespective of whether the voting takes place by a show of hands or by poll. A "poll" in this Clause means voting by way of secret ballot of those members

present at the meeting and entitled to vote. The President or in his absence the Chairperson of the meeting shall have a casting vote besides a deliberative vote.

14.9. Unless stipulated to the contrary in this Constitution all Resolutions of the Executive Committee or the Council of Delegates shall be passed by a majority of 50% (fifty percent) plus 1 (one) of all persons present and entitled to vote at the meeting where the Resolution is passed.

## **15. FINANCIAL YEAR**

15.1. The financial year of the GNGU shall be from 1 March in any particular year to the last day of February of the immediately following year.

15.2. The accounts of the Union shall be subject to annual review by a Registered Public Accountant and Auditor, duly appointed by the Union at an Annual General Meeting. In the case of a vacancy occurring in the office of the accountant during the year, the Executive shall forthwith appoint a Registered Public Accountant to fill the vacancy until the next Annual General Meeting of the Union. At no time shall it be competent for such Public Accountant and Auditor to be an Executive Member. The financial statements are prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities. Reviewed financial statements shall be prepared and submitted to the Annual General Meetings of the GNGU for receipt and confirmation with or without amendments.

15.3. The General Manager shall send a copy of the reviewed financial statements to each member Club fourteen (14) days before the date of the Annual General Meeting.

## **16. COLOURS**

The GNGU shall be a member of the Tshwane Sports Confederation.

### **16.1. Colours Honoris Causa and Honorary Life Membership**

16.1.1. The Executive Committee shall have power to apply for Gauteng North Colours Honoris Causa to members of a member club if for not less than 5 (five) years they shall have served GNGU with distinction in the capacity of an office bearer or member of the Executive Committee. GNGU may also at an Annual General Meeting, in recognition of outstanding services rendered to golf in Gauteng North, grant Honorary Life membership of the GNGU to such persons.

16.1.2. Honorary Life Members shall be entitled to attend meetings of the Committee and to take part in the deliberations thereof, but shall not be entitled to vote thereat.

### **16.2. Colours**

16.2.1. The Executive Committee shall have power to award Gauteng North Colours to members of member clubs of GNGU who qualify for them.

16.2.2. A player shall be eligible for Gauteng North "A" (white shield), or Gauteng North "B" (navy shield) colours if he/she is selected for and plays in the Gauteng North Golf Team at the Inter-Provincial Tournament.

16.2.3. A player shall be eligible for Gauteng North age category (sky shield) colours if he/she is selected for and plays in any Gauteng North Golf team at an Inter-Provincial Tournament that is age specific.

16.3. Colours: Matters Of A General Nature

16.3.1. A person appointed as manager of a Gauteng North Golf Team shall, be eligible for Gauteng North Colours specifying such member as a manager.

16.3.2. The Executive Committee shall have the power to design, adopt and/or register colours exclusively for golf.

16.3.3. Application for Colours through SASCOC need to be sent to the Tshwane Sports Confederation for approval. As the governing body for golf in its area of jurisdiction the Committee shall have the sole discretion to apply for colours to any team or player representing Gauteng North at golf in whatever capacity.

**17. GENERAL MEETINGS**

17.1. A General Meeting of the GNGU shall consist of the following:

17.1.1. Members of the Executive Committee;

17.1.2. Members of the Council of Delegates;

17.2. The General Manager shall, not less than 21 (twenty-one) days before the time fixed for a General Meeting, give written notice of the meeting, specifying the business to be transacted, to every member club by emailing it to the address furnished by such member club and to every member of the Committee.

17.3. The President, and in the Presidents absence one of the Vice Presidents, shall preside at all General Meetings, and in the absence of all three of them, the members shall elect a Chairperson of the meeting.

17.4. The quorum at a General Meeting shall be 20 (twenty) of those people set out in Clause 17.1, supra. In the event of quorum not being present within 20 (twenty) minutes of the time for which the meeting has been called, the meeting shall stand adjourned and shall take place on the same day, time and place 7 (Seven) days later.

17.5. With the exception of motions submitted by the Executive Committee, no motion shall be put to the vote at the General Meeting which is not relevant to the business specified in the notice of the meeting unless at least 7 (seven) days notice thereof has been given to the General Manager who shall forthwith notify all member clubs of any such notice.

17.6. The General Manager shall keep minutes of the proceedings of all General Meetings which shall be read at the following Annual General Meeting and shall be considered by the meeting and shall, if approved, be certified as correct by the Chairperson of the meeting.

17.7. Each member shall be entitled to 1 (one) vote provided however that the delegates of a member club whose subscriptions are in arrears shall not be entitled to vote.

- 17.8. All Resolutions put to a General Meeting shall be considered, adopted and held to be valid and effectual if carried by a simple majority of members present and entitled to vote at the meeting, save where a specific provision in this Constitution requires a larger majority.

## **18. ANNUAL GENERAL MEETINGS**

- 18.1. An Annual General Meeting shall be held during the first quarter of each financial year at such venue as the Committee may decide on.
- 18.2. The business to be transacted at the Annual General Meeting shall include:
  - 18.2.1. Confirmation of the minutes of the preceding Annual General Meeting and any subsequent General Meetings.
  - 18.2.2. Receipt and confirmation with or without amendments of the report of the Executive Committee and the reviewed statements of accounts for the preceding financial year.
  - 18.2.3. Election of members to the Executive Committee.
  - 18.2.4. Consideration of any motion of which due notice has been given as well as any matters submitted by the Committee.

## **19. SPECIAL GENERAL MEETING**

- 19.1. The General Manager shall call an Special General Meeting when instructed thereto by the Executive Committee or upon receipt of a request signed by 8 (eight) members of the Council of Delegates specifying the purpose for which the meeting is required.

## **20. NOTICES**

- 20.1. All notices shall be signed by the General Manager.
- 20.2. Notices emailed to the email addresses of member clubs shall be deemed to constitute notices sent to delegates and members of the Executive Committee.
- 20.3. The accidental omission to give notice of any meeting to a member club shall in no way invalidate such meeting or entitle a delegate or member of the Committee to have the proceedings of such meeting declared invalid.

## **21. DISSOLUTION OF GNGU**

- 21.1. GNGU may not be dissolved, wound up or placed in liquidation except by a resolution passed at a Special General Meeting of GNGU called for that specific purpose. Such resolution shall be passed by not less than two-thirds of the votes cast by those present and entitled to vote.
- 21.2. If at a Special General Meeting of GNGU it is resolved that GNGU shall be dissolved, wound up or placed in liquidation, a liquidator shall be appointed at that meeting. If after payment of all the debts and liabilities of GNGU any property of whatsoever nature remain, the same shall be given to some other union or association within the Republic of South Africa having objectives similar to those of GNGU.

**22. AMENDMENT OF CONSTITUTION**

22.1. This Constitution shall not be regarded as amended except by a Resolution passed at an Annual General Meeting or a Special General Meeting by not less than two thirds of the members present and entitled to vote.

**23. INTERPRETATION OF CONSTITUTION**

23.1. The Executive Committee shall be the only body empowered to interpret the Rules of this Constitution. Its interpretation shall be final and binding.

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