

PAARL GOLF CLUB (RF) NPC

Registration Number 2005/007678/08

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Memorandum of Incorporation

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**REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, NO 71 OF 2008**

**PAARL GOLF CLUB (RF) NPC
Registration Number 2005/007678/08
(Incorporated as a non-profit company)**

**MEMORANDUM OF INCORPORATION
Unique to the company in terms of
Section 13(1)(a)(ii) of Act 71 of 2008**

1. NAME

The name of the Company is:

**PAARL GOLF CLUB (RF) NPC
Registration Number 2005/007678/08**

2. INTERPRETATION

In this Memorandum of Incorporation, unless the context otherwise requires:

- | | | |
|-----|-------------|---|
| 2.1 | “Act” | means the Companies Act, No 71 of 2008 with amendments, Schedules and Regulations; |
| 2.2 | “AGM” | means an Annual General Meeting of the Company; |
| 2.3 | “Auditor” | means the auditor to be appointed in terms of Article 8.6.3 in consequence of Article 30; |
| 2.4 | “Board” | means the board of directors of the Company; |
| 2.5 | “Club” | means the Paarl Golf Club; |
| 2.6 | “Clubhouse” | means the club house facility on the Premises; |

- 2.7 “Commission” means the Companies and Intellectual Property Commission established by Section 185 of the Act;
- 2.8 “Commissioner” means the Commissioner of the South African Revenue Services;
- 2.9 “Company” means Paarl Golf Club (RF) NPC, Registration No 2005/007678/08;
- 2.10 “Connected Person” means a connected person as defined in the Tax Act, (i.e. any relative of a person, where a relative means the spouse of such person or anybody related to him or his spouse within the third degree of consanguinity, or any spouse of anybody so related, and for the purpose of determining the relationship between any child referred to in the definition of “child” in the Tax Act, and any other person, such child shall be deemed to be related to its adoptive parent within the first degree of consanguinity);
- 2.11 “Constitution” means the Constitution of the Republic of South Africa, Act No 108 of 1996;
- 2.12 “Director” means a director of the Company;
- 2.13 “District” means the area covered by the Magisterial District of Paarl;
- 2.14 “GM” means a General Meeting of the Company and includes the AGM;
- 2.15 “Governance Rules” means the rules as envisaged in Section 15(3) for the governance of the Company, made and

amended from time to time by the Board as set out in Article 20.2 of this MOI;

- 2.16 “Member(s)” means the person(s) referred to in Article 7.1;
- 2.17 “Minister” means the Minister of Finance of the Republic;
- 2.18 “MOI” means this Memorandum of Incorporation of the Company;
- 2.19 “Notice Board” means a notice board in the Clubhouse, specially allocated for the purposes of publishing notices to Members;
- 2.20 “Premises” means the land under control of the Club on which, inter alia, the Clubhouse, other buildings and the golf course are constructed;
- 2.21 “Protocol” means a document which constitutes an agreement between the Company and Platinum Members setting out such Members' rights and obligations, and also serving as a constitution for such members, approved by the Members at a General Meeting;
- 2.22 “Register” means the register of Members kept in terms of the Statutes;
- 2.23 “Related Person” when used in relation to a person, means persons who are connected to one another in any of the following manners:
- 2.23.1 an individual who is related to another individual if they:
- 2.23.1.1 are married, or live together in a relationship similar to a marriage; or

- 2.23.1.2 are separated by no more than two degrees of natural or adopted consanguinity or affinity;
- 2.23.2 an individual is related to a juristic person if the individual directly or indirectly controls the juristic person as determined in Section 2(2) of the Act; and
- 2.23.3 a juristic person is related to another juristic person if:
- 2.23.3.1 either of them directly or indirectly controls the other, or the business of the other as determined in Section 2(2) of the Act;
- 2.23.3.2 either is a subsidiary of the other; or
- 2.23.3.3 a person directly or indirectly controls each of them, or the business of each of them as determined in Section 2(2) of the Act;
- 2.24 "Republic" means the Republic of South Africa;
- 2.25 "Special Resolution" means a resolution adopted with the majority provided for in Article 15.2
- 2.26 "Statutes" means the Act with its Schedules and Regulations and any and every other statute or subordinate legislation from time to time in force concerning companies and necessarily affecting the Company;
- 2.27 "Tax Act" means the Income Tax Act, No 58 of 1962, as amended, or any substituted legislation;
- 2.28 "Tribunal" means the Company's tribunal established in terms of Section 193 of the Act;
- 2.29 "Voting Member" means Members entitled to vote at a meeting of Members, being those referred to in Articles 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5, 7.4.6 and 7.4.7;

2.30 references to Members represented by proxy shall include Members represented by an agent appointed under a General or Special Power of Attorney and references to Members present or acting in person shall include corporations represented or acting in the manner prescribed in the Statutes;

2.31 expressions defined in the Act, or any statutory modification thereof, in force at the date on which this MOI become binding on the Company, shall have the meanings so defined;

2.32 words in the singular number shall include the plural and words in the plural number shall include the singular, words importing the masculine gender shall include females and vice versa, and words importing persons shall include bodies corporate;

2.33 a reference to a "Section" by number, or to an item of a Schedule, refers to the corresponding section or item of a Schedule of the Act;

2.34 a reference to an "Article" by number refers to the articles in this MOI.

3. **MAIN OBJECT**

The Company is a non-profit company with members, with the following principal objects:

3.1 to conduct a recreational and social club in the form of a golf club and related activities and as such, for its members to administer, promote, manage, enhance and encourage the communal interests of a social and cultural nature of its members, providing recreational facilities for the playing of the game of golf and related social activities.

4. **POWERS**

4.1 Subject to the restrictions in this MOI, the Company shall have all the powers and capacity of an individual that are capable of being exercised or possessed by a juristic person.

- 4.2 In advancing its objects, and without limiting the generality of its powers, the Company may do the following:
- 4.2.1 impose entrance fees, membership fees, playing fees and levies on the Members;
 - 4.2.2 make, amend, recall, administer and enforce any membership rules;
 - 4.2.3 determine the rules of access to the club of Members' guests and visitors, by inter alia, determining the playing fees, times of play and the like;
 - 4.2.4 manage, oversee and control access to the Premises;
 - 4.2.5 maintain, repair and improve the Company owned property;
 - 4.2.6 pay all rates, service charges and other taxes and/or levies charged and payable to any authority in respect of the Company owned property and/or the employees of the Company;
 - 4.2.7 acquire, rent, let and own property and dispose thereof subject to the terms of this MOI;
 - 4.2.8 amalgamate or merge with other non-profit companies having the same or similar objects to the Company which, if the Company is exempt from taxation, are also so exempt, provided that the Voting Members of the Company shall approve such amalgamation or merger in accordance with Sections 113 and 116 of the Act;
 - 4.2.9 take part in any management, supervision and control of business or operations of any other company or business having the same or similar objects as the Company and to enter into partnerships having the same or similar objects as the Company, provided that if the Company is exempt from tax, such company or association will also be so exempt;

- 4.2.10 make donations only to organisations having the same or similar objects to that of the Company and which, if the Company is exempt from tax, are also so exempt.

5. CONDITIONS

5.1 The Company:

- 5.1.1 must apply all of its assets and income, however derived, to advance its stated objects, as set out in this MOI; and
- 5.1.2 subject to 5.1.1, may:
 - 5.1.2.1 acquire and hold securities issued by a profit company; or
 - 5.1.2.2 directly or indirectly, alone or with any other persons, carry on any business, trade or undertaking consistent with or ancillary to its stated objects as allowed by the Commissioner, if tax exempt .
- 5.1.3 must not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless how the income or asset was derived, to any person who is or was an incorporator of the Company, or who is a Member or Director, or person appointing a Director, except:
 - 5.1.3.1 as reasonable remuneration for goods delivered or services rendered to, or at the direction of the Company having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to the Company; or
 - 5.1.3.2 as reasonable payment of, or reimbursement for, expenses incurred to advance a stated object of the Company;
 - 5.1.3.3 as a payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that person or another;

- 5.1.3.4 as a payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or
 - 5.1.3.5 in respect of any legal obligation binding on the Company;
 - 5.1.4 must not amalgamate or merge with, or convert to, a profit company;
 - 5.1.5 must not dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the non-profit company;
 - 5.1.6 must submit any proposal to dispose of all or the greater part of its assets or undertaking, or to amalgamate or merge with another non-profit company, to the Voting Members for approval in accordance with Sections 112 and 113 of the Act, subject to the procedures in Sections 115 and 116 of the Act, *mutatis mutandis*.
- 5.2 Despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of the Company:
- 5.2.1 no past or present Member or Director, or person appointing a Director, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied; and
 - 5.2.2 the entire net value of the Company must be distributed to:
 - 5.2.2.1 one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations or non-profit trusts:
 - 5.2.2.1.1 having objects similar to its main object; and
 - 5.2.2.1.2 as determined:
 - 5.2.2.1.2.1 in terms of this MOI;

5.2.2.1.2.2 by the Members or the Board, at or immediately before the time of its dissolution; or

5.2.2.1.2.3 by the court, if this MOI, or the Members or the Board fail to make such a determination; or

5.2.2.2 any other recreational club which is approved by the Commissioner in terms of Section 30A of the Tax Act; or

5.2.2.3 a public benefit organisation contemplated in paragraph (a)(i) of the definition of a “public benefit organisation” in Section 30(1) of the Tax Act which has been approved in terms of Section 30(3) of the Tax Act; or

5.2.2.4 any institution, board or body which is exempt from tax under the provisions of Section 10(1)(cA)(i) of the Tax Act, which has as its sole or principal object the carrying on of any public benefit activity; or

5.2.2.5 the government of the Republic in the national, provincial or local sphere, contemplated in Section 10(1)(a) of the Tax Act.

5.3 The Company:

5.3.1 must carry out its activities in a non-profit manner;

5.3.2 is prohibited from directly or indirectly distributing any surplus funds to any person, other than in terms of Article 5.2.2.

5.4 The Company may register in terms of Section 13(5) of the Non-profit Organizations Act, 71 of 1997 and comply with any other requirements imposed in terms of that act.

6. FINANCIAL YEAR END

6.1 The financial year end of the Company shall be 30th April.

6.2 The Board may, with the consent of the Commissioner, change the year end from time to time.

7. MEMBERS

7.1 Any person who makes written application to become a Member of the Company and whose application is approved by the Board shall be and become a member of the Company.

7.2 A member shall *ipso facto* cease to be a Member:

7.2.1 if he passes away;

7.2.2 if, being a body corporate, an order for the final winding-up of the Member is granted or a special resolution for the winding-up of the Member is duly passed and registered in terms of the Act;

7.2.3 if his membership is terminated by a majority of the Members at a GM;

7.2.4 if he resigns as a Member by notice in writing to the Company ;

7.2.5 If membership is terminated by the Board in terms of Article 7.17.

7.3 The membership of the Company shall consist of 2 (two) classes of members, namely:

7.3.1 Voting; and

7.3.2 Non-voting members.

7.4 The following categories of membership shall be Voting Members:

7.4.1 ***Honorary life member***

A Member who, in recognition of exceptional and distinguished services rendered to the Company or the Club, or to the game of golf in general, is approved Honorary life member at an AGM upon recommendation of the Board;

7.4.2 ***Life member***

A person who has paid a life membership fee recommended by the Board and approved by the Members at a GM;

7.4.3 ***Playing member***

A person who is 18 (eighteen) years or older approved by the Board;

7.4.4 ***Senior member***

A person who is 60 (sixty) years or older who has been a Playing member of the Club or the Company for at least 10 (ten) years in aggregate, whose transfer to this category is approved by the Board;

7.4.5 ***Corporate member***

A person, corporation, company, institution or other body who has been admitted to membership by the Board;

7.4.6 ***Platinum member***

A person who would qualify as a Playing member, approved by the Board who has agreed to be subject to the provisions of the protocol applicable to this form of membership and who has paid the fee applicable thereto as approved by the Members at a GM.

7.4.7 ***Junior member***

A person between the ages of 18 (eighteen) and 28 (twenty eight) years, approved by the Board;

7.5 The following categories of membership shall be non-voting members:

7.5.1 ***Five day member***

A person 18 (eighteen) years and older approved by the Board.

7.5.2 ***Social member***

A person 18 (eighteen) years, and older approved by the Board.

7.6 The following persons shall be able to become members of the Club to be conducted by the Company, but shall not become members of the Company:

7.6.1 ***Honorary member***

A person in public office or with a distinguished public profile who has or who could bestow a benefit upon the Company, or whose membership of the Company may be beneficial to the Club and golf in general, approved at an AGM upon recommendation of the Board. Such election is valid for 1 (one) year only, but may be renewed from year to year;

7.6.2 ***Country member***

A person approved by the Board who:

7.6.2.1 is 18 (eighteen) years and older; and

7.6.2.2 is for an aggregate period of more than 6 (six) months resident outside a radius of 100 (one hundred) kilometres from the Clubhouse; and

7.6.2.3 who is a full playing member of another Club affiliated with the South African Golf Association.

7.6.3 ***Scholar member***

A person who is enrolled as a full time scholar in a school within the District, or is a full time scholar whose parent is resident within the District, or is a full time scholar whose parent is a Member, and is approved by the Board.

7.7 The different classes of Members above shall be entitled to the following privileges, rights and obligations:

7.7.1 the following Members shall enjoy full privileges of membership, including the right to vote at meetings of the Company:

7.7.1.1 Honorary life member (Article 7.4.1);

7.7.1.2 Life member (Article 7.4.2);

7.7.1.3 Playing member (Article 7.4.3);

7.7.1.4 Senior member (Article 7.4.4);

7.7.1.5 Nominee of a Corporate member (Article 7.4.5);

- 7.7.1.6 Platinum Member (Article 7.4.6), who shall, in addition, be entitled to the special privileges contained in the Protocol;
- 7.7.1.7 Junior Member (Article 7.4.7).

7.7.2 the following Members shall have no voting powers at Company meetings, but they shall have full playing privileges:

- 7.7.2.1 Honorary member (Article 7.6.1);
- 7.7.2.2 Country member (Article 7.6.2);

7.7.3 Five day members (Article 7.5.1) may not use the golf course on Saturdays, and on Sundays and Public Holidays before 12 noon, provided that the Captain's Committee may invite a Five day member to play on any of the aforesaid excluded days or times against payment of fees payable by visitors;

7.7.4 The following categories of membership shall have no voting power at Company meetings and their privileges of membership may be restricted and/or regulated by the Board from time to time:

- 7.7.4.1 Five day member (Article 7.5.1);
- 7.7.4.2 Scholar member (Article 7.6.3);
- 7.7.4.3 Social member (Article 7.5.2);

7.7.5 The following categories of membership shall not qualify to win the Club championships:

- 7.7.5.1 Five day member (Article 7.5.1);
- 7.7.5.2 Social member (Article 7.5.2);
- 7.7.5.3 Honorary member (Article 7.6.1);
- 7.7.5.4 Country member (Article 7.6.2);

7.7.6 A Corporate member may nominate its director, proprietor, officer or employee to enjoy and exercise the privileges and rights of a Playing member. Such nominee must be approved by the Board as if he were a person applying for membership.

7.8 The following categories of membership shall not be liable for Membership fees, but shall be liable for any affiliation fees payable to a regulatory authority to which the Club is affiliated:

7.8.1 Honorary life members;

7.8.2 Life members;

7.8.3 Honorary members;

7.8.4 Certain categories of Platinum Members as provided for in the Protocol.

7.9 A Member may, with the consent of the Board, change his membership from one category to another, provided that should he migrate to a category with a higher entrance fee, he shall pay the difference between the entrance fee paid by him at the time he became a Member and the entrance fee applicable at the time of the change of his membership.

7.10 Membership shall be available on an annual basis only.

7.11 Members are not allowed to sell their membership rights or any entitlement in terms thereof.

7.12 **Election of Members**

7.12.1 Members referred to in 7.4.3, 7.4.5, 7.4.6, 7.4.7, 7.5.1, 7.5.2, and 7.6.2 shall be proposed by a Member and be seconded by a Member:

7.12.1.1 who have been Voting Members for a period of 2 (two) consecutive years; and

7.12.1.2 to whom the candidate is known;

7.12.2 The proposal form shall be displayed on the Notice Board, for a period of 14 (fourteen) days and will thereafter be submitted to the Board for acceptance or rejection of the candidate;

7.12.3 A person who has been a Member of the Club or the Company before and who has lawfully resigned his membership, and who applies to become a Member again, does not have to be proposed and be subject

to the normal procedures of the approval of Members, provided that such Member, if he has been a member of another golf club since his resignation, lodges with the Board a letter of good standing from his previous club;

7.12.4 A candidate for membership who is or has been a member of another golf club shall not be allowed to become a Member until such time as he has lodged with the Board a letter of good standing from his previous club;

7.12.5 The Board shall not be obliged to allow any person as a member, but shall be obliged to give reasons for such decision;

7.13 Members referred to in Article 7.6.3 (Scholars) shall be proposed by one member in any category and be seconded by a member in any category.

7.14 The Board shall, subject to this MOI, have power to make regulations as regards the other procedures pertaining to the application for, acceptance or rejection of, the conduct of interviews with the candidates, examination of the candidates' proficiency as regards the rules and etiquette of golf and related matters, as well as the admission to membership of classes not referred to in Article 7.12.1. The Board shall publish such regulations.

7.15 The Board may close membership in any or all of the categories of membership and/or may restrict membership to persons who are resident and/or employed in a certain geographical area.

7.16 The Board shall, however, in performing its functions in terms of this Article, do nothing or omit to do anything that in any matter amounts to unfair discrimination in terms of Section 9 of the Constitution.

7.17 **Misconduct of Members**

7.17.1 Should any Member in the opinion of the Captain's committee or the Board, commit any wilful breach of the Constitution, this MOI, or Rules and Regulations of the Club, or be guilty of improper, dishonest or unworthy conduct, or fail to make payments of monies

due to the Club after due notice, or be guilty of conduct unbecoming or prejudicial to the interests of the Club, whether within the Club's precincts or outside them, the Captain's committee shall have the power to:

- 7.17.1.1 Reprimand such Member;
- 7.17.1.2 Call upon such Member to rectify any misconduct;
- 7.17.1.3 Expel such Member;
- 7.17.1.4 Deprive such Member of any or all rights and privileges of his membership during such time or period as the Captain's committee in its absolute discretion may deem fit and advisable;
- 7.17.1.5 Call upon such Member in writing to resign, and if he fails to resign, within 30 (Thirty) days of the date of such request, to expel such Member;
- 7.17.1.6 Call upon such Member in writing to appear before the Captain's committee and there to explain his conduct and should such Member fail to appear when called upon, to expel or otherwise deal with such Member as provided in this MOI and or the Rules of the Club;
- 7.17.1.7 Declare such Member ineligible for re-election.

7.17.2 In exercising the powers conferred by this Article 7.17, the Captain's committee shall be bound by the following provisions:

- 7.17.2.1 No Member shall be dealt with in terms of the provisions of Article 7.17.1 above, unless and until the Captain's committee shall have given him an opportunity to appear before it at such time and place as it may deem fit to explain or justify his conduct. At such hearing the Captain's committee shall determine the procedure to be adopted. The Captain's committee shall have the power to summon any Member or request any other Member to appear before it to give evidence for or against any such Member, and any such Member shall have the like power

to tender the evidence of any other person he may deem fit.

7.17.2.2 All communication between the Captain's committee and a Member dealt with in terms of Article 7.17.1 shall be confirmed in writing.

7.17.3 Any Member expelled or called upon to resign by the Captain's committee shall have the right to appeal against the committee's decision to the Board by giving notice to that effect to the Captain's committee and the Board within 1 (one) month of its decision.

7.17.4 The Board shall convene a meeting to hear the appeal without delay after the Member concerned has notified in writing his desire to appeal.

7.17.5 Where an appeal has been lodged in respect of a decision of the Captain's committee in terms of Article 7.17.3 above, the committee's decision shall remain in abeyance, but the Member shall be precluded from all privileges of membership.

7.17.6 The Board shall have the power to confirm, revoke or vary the decision of the Captain's committee;

7.17.7 Any action taken by the Captain's committee under the provisions of Article 7.17.1 above, shall not entitle any Member so dealt with to a refund in either part or whole of any entrance fee or membership fees which has been paid in terms of this MOI;

7.18 In Article 7.17 reference to "Member" includes the members referred to in Article 7.6.

8. MEETINGS OF MEMBERS

8.1 The Board, or any prescribed officer of the Company authorised by the Board, is entitled to call a Members' meeting at any time.

- 8.2 Except at any time when there is only 1 (one) Member, the Company shall hold an AGM of Members, once in every calendar year, but no more than 9 (nine) months after the financial year end of the Company.
- 8.3 Except at any time when there is only 1 (one) Member or when a resolution may be passed otherwise than at a meeting of Members, the Company shall hold a Members meeting:
- 8.3.1 at any time that the Board is required by the Act or this MOI to refer a matter to Members for decision;
 - 8.3.2 whenever required in terms of the Act to fill a vacancy on the Board;
 - 8.3.3 when demanded by Members in terms of Article 8.4 below.
- 8.4 The Board shall call a meeting of Members if one or more written and signed demands calling for such a meeting are delivered to the Company and:
- 8.4.1 each such demand describes the specific purpose for which the meeting is proposed; and
 - 8.4.2 in aggregate, demands for substantially the same purpose are made and signed by 40 Voting Members.
- 8.5 At any time before the commencement of a Members meeting contemplated in Article 8.4:
- 8.5.1 a Member who submitted a demand for that meeting may withdraw that demand; and
 - 8.5.2 the Company must cancel the meeting if, as a result of one or more demands being withdrawn, the number of the remaining Members having demanded the meeting fall below the number of Voting Members referred to in Article 8.4.2 above.
- 8.6 Every AGM of the Company contemplated in Article 8.2 shall provide for at least the following business to be transacted:

- 8.6.1 the presentation of the financial statements for the immediately preceding financial year of the Company;
 - 8.6.2 the election of Directors, to the extent required by the Act or by this MOI;
 - 8.6.3 the appointment of an auditor for the following financial year; and
 - 8.6.4 any matters raised by the Members, with or without notice to the Company.
- 8.7 Members' meetings shall be held in the Clubhouse. If a meeting cannot be held in the Clubhouse, the Board may determine the location of any Members' meeting, provided it shall be held in Paarl.

9. NOTICE OF MEETINGS

- 9.1 A notice of a Members meeting shall be published on the Notice Board and shall be delivered to each Member at least 10 (ten) business days before the commencement of the meeting.
- 9.2 A notice of a Members meeting must be in writing, and must include:
 - 9.2.1 the date, time and place for the meeting, and the record date for the meeting (if any);
 - 9.2.2 the general purpose of the meeting, and any specific purpose contemplated in Article 8.4.1, if applicable;
 - 9.2.3 a copy of any proposed resolution to be proposed by the Board, or of which the Company has received notice, and which is to be considered at the meeting, and a notice of the percentage of voting rights that will be required for that resolution to be adopted;
 - 9.2.4 in the case of an AGM of the Company:
 - 9.2.4.1 the financial statements to be presented or a summarized form thereof; and

9.2.4.2 directions for obtaining a copy of the complete annual financial statements for the preceding financial year; and

9.2.5 a reasonably prominent statement that:

9.2.5.1 a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies, to attend, participate in and vote at the meeting in the place of the Member;

9.2.5.2 a proxy need not also be a Member;

9.2.5.3 Article 10.1.1 requires that meeting participants provide satisfactory identification;

9.2.5.4 Members' motions must be submitted to the Company at least 5 (five) business days prior to the date of a meeting.

9.3 If there was a material defect in the giving of a notice of a meeting, the meeting may proceed, subject to Article 9.4, only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda is present at the meeting and votes to approve the ratification of the defective notice.

9.4 If a material defect in the form or manner of giving notice of a meeting relates only to one or more particular matters on the agenda for the meeting:

9.4.1 any such matter may be severed from the agenda, and the notice remains valid with respect to any remaining matters on the agenda; and

9.4.2 the meeting may proceed to consider a severed matter, if the defective notice in respect of that matter has been ratified in terms of Article 9.3.

9.5 An immaterial defect in the form or manner of giving notice of a Members meeting, or an accidental or inadvertent failure in the delivery of the notice to any particular Member to whom it was addressed, does not invalidate any action taken at the meeting.

9.6 A Member who is present at a meeting, either in person or by proxy:

9.6.1 is regarded as having received or waived notice of the meeting, if at least the required minimum notice was given; and

9.6.2 has a right to:

9.6.2.1 allege a material defect in the form of notice for a particular item on the agenda for the meeting; and

9.6.2.2 participate in the determination whether to waive the requirements for notice if less than the required minimum notice was given, or to ratify a defective notice; and

9.6.3 except to the extent set out in Article 9.6.2, is regarded as having waived any right based on an actual or alleged defect in the notice of the meeting.

9.7 All members are entitled to attend and may speak at Members meetings.

10. **CONDUCT OF MEETINGS**

10.1 Before any person may attend or participate in a Members meeting:

10.1.1 that person must present reasonably satisfactory identification; and

10.1.2 in case of Voting members, the person presiding at the meeting must be reasonably satisfied that the right of that person to participate and vote, either as a Member, or as a proxy for a Member, has been reasonably verified.

10.2.1 Any Members meeting may be conducted entirely by electronic communication; or

10.2.2 One or more Members, or proxies for Members, may participate by electronic communication in all or part of any Members' meeting that is being held in person,

So long as the electronic communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.

10.3 A notice of any Members meeting at which it will be possible for Members to participate by way of electronic communication, shall inform Members of the availability to so participate and shall provide any necessary information to enable Members or their proxies to access the available medium or means of electronic communication, provided that such access shall be at the expense of the Member or proxy concerned.

11. QUORUM AND ADJOURNMENTS

11.1 The quorum requirement for a Members meeting to begin is persons holding at least 40 of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting and to be present in person or by proxy.

11.2 A particular matter to be decided at a Members meeting may not begin to be considered unless those present can exercise, in aggregate, at least 40 of all of the voting rights that are entitled to be exercised on that matter;

11.3 If within 30 (thirty) minutes after the appointed time for a meeting to begin the requirements for that meeting to begin have not been satisfied, the meeting, if requisitioned by Members, shall be dissolved. In any other case, the meeting must be postponed, without any motion, vote or further notice, for 1 (one) week, subject to Article 11.5.

11.4 If within 30 (thirty) minutes after the appointed time for consideration of a particular matter the requirements for that matter to begin to be considered have not been satisfied:

11.4.1 if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without any motion or vote;

- 11.4.2 if there is no other business on the agenda of the meeting, the meeting is adjourned, without any motion or vote, for 1 (one) week.
- 11.5 The chairperson of a meeting that cannot begin due to the operation of Article 11.3 above, may extend the 30 (thirty) minutes limit allowed in that provision for a reasonable period on the grounds that:
- 11.5.1 exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of Members to be present at the meeting; or
- 11.5.2 one or more particular Members, having been delayed, have communicated an intention to attend the meeting, and those Members, together with others in attendance, would satisfy the requirements of Article 11.3 above.
- 11.6 The Company shall not be required to give further notice of a meeting that has been postponed or adjourned in terms of Articles 11.3 or 11.4 above, unless the location of the meeting is different from:
- 11.6.1 the location of the postponed or adjourned meeting; or
- 11.6.2 the location announced at the time of adjournment, in the case of an adjourned meeting.
- 11.7 If at the time appointed in terms of Articles 11.3 or 11.4 for a postponed meeting to begin, or for an adjourned meeting to resume, the minimum requirements for the commencement of a meeting or consideration of a matter have not been satisfied, the Members present in person or by proxy will constitute a quorum.
- 11.8 After a quorum has been established for a meeting, or for a matter to be considered at a meeting, the meeting may continue, or the matter may be considered, so long as at least one Voting Member, is present in person or by proxy.
- 11.9 The maximum period allowable for adjournment of a Members meeting is 120 (one hundred and twenty) business days after the date of the meeting or 60

(sixty) business days after the date on which the adjournment occurred, whichever is the earlier.

12. CHAIRPERSON OF MEETINGS

12.1 The chairperson, if any, of the Board shall preside as chairperson at every Members meeting.

12.2 If there is no such chairperson, or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as chairperson, the Directors present shall elect one of their number to be chairperson.

12.3 If no Director is willing to act as chairperson or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the Members present shall elect one of their number to be chairperson of the meeting.

13. REPRESENTATION BY PROXIES

13.1 Any Member may at any time appoint any individual, including an individual who is not a member, as a proxy to:

13.1.1 participate in, and speak and vote at a Members meeting on behalf of that Member;

13.1.2 give or withhold written consent on behalf of that Member to a decision adopted otherwise than at a meeting as contemplated in Article 14.

13.2 A Member may appoint two or more persons concurrently as proxies and may appoint more than 1 (one) proxy to exercise voting rights in respect of different matters.

13.3 A proxy appointment must be in writing, dated and signed by the Member; and remains valid for 1 (one) year after the date on which it was signed, or any longer or shorter period expressly set out in the appointment, unless it is revoked in writing or substituted by a later inconsistent document and a copy of the revocation instruction is delivered to the Company.

13.4 If the Company has issued an invitation to Members to appoint one or more persons named by the Company as a proxy, or has supplied a form or instrument for appointing a proxy, the invitation must be sent to every Member entitled to notice of the meeting. The form must contain adequate blank space immediately preceding the name of any person named in it to enable the Member to write in the name of a proxy, including an alternative name as well as adequate space for the Member to indicate whether the appointed proxy is to vote in favour of or against any resolution at the meeting or is to abstain from voting. Despite Article 13.3 above, such an appointment is valid only for the specific meeting.

13.5 A Member or his proxy must deliver to the Company a copy of the instrument appointing a proxy at least 6 (six) hours before the commencement of the meeting at which the proxy intends to exercise that Member's rights.

13.6 Every instrument of proxy shall, as far as circumstances permit, be substantially in the generally available standard form approved by the Board from time to time, which will be supplied to a Member on request.

13.7 The appointment of a proxy may be suspended at any time or to the extent that the Member elects to act directly and in person in the exercise of any rights as a Member.

13.8 A proxy may not delegate the proxy's powers to another person.

14. **VOTING BY MEMBERS**

14.1 Subject to any special rights or restrictions as to voting by Members by or in accordance with this MOI, at a meeting of the Company:

14.1.1 on a show of hands every person present and entitled to exercise voting rights shall be entitled to 1 (one) vote, irrespective of the number of voting rights that person would otherwise be entitled to exercise; and

14.1.2 on a poll any person who is present at the meeting, whether as a Member or as proxy for a Member, has the number of votes determined

in accordance with the voting rights held by that person, be it as a Member or as the holder of a proxy or several proxies.

14.2 Voting shall be conducted by means of a polled vote in respect of any matter to be voted on at a meeting of Members if a demand is made for such a vote by:

14.2.1 at least 5 (five) persons having the right to vote on that matter, either as Members or as proxies representing Members; or

14.2.2 a person who is, or persons who together are, entitled, as Members or proxies representing Members, to exercise at least 1% (one percent) of the voting rights entitled to be voted on that matter; or

14.2.3 the chairperson of the meeting.

14.3 At any meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of Article 14.2 above. Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried unanimously or by a particular majority or defeated, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

14.4 If a poll is duly demanded, it shall be taken in such manner as the chairperson directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In computing the majority on the poll, regard shall be had to the number of votes to which each Member is entitled.

14.5 The demand for a poll may be withdrawn.

14.6 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

14.7 If the nominee of a Corporate member in terms of Article 7.7.6 does not attend the meeting, or has not given a proxy, the Board of such Corporate member

may authorise any person to act as its representative at any meeting of Members, in which event the following provisions will apply:

14.7.1 the person so authorised may exercise the same powers of the authorising company, entity or person as it could have exercised if it were an individual member;

14.7.2 the authorising company, entity or person shall lodge a resolution of the directors of such company or controlling body of such other entity or person confirming the granting of such authority, and certified by the chairperson or secretary thereof, with the Company before the commencement of any Members meeting at which such person intends to exercise any rights of such Member, unless excused from doing so by the chairperson of such meeting.

15. MEMBER RESOLUTIONS

15.1 For an ordinary resolution to be adopted at a meeting of Members, it must be supported by the holders of more than 50% (fifty percent) of the voting rights exercised on the resolution, present at the meeting, in person or by proxy.

15.2 For a Special resolution to be adopted at a Members meeting, it must be supported by the holders of at least 75% (seventy five percent) of the voting rights exercised on the resolution, present at the meeting, in person or by proxy.

16. WRITTEN RESOLUTION BY MEMBERS

16.1 A resolution that could be voted on at a Members meeting, including the election of Directors, may instead be:

16.1.1 submitted by the Board for consideration to the Members entitled to exercise the voting rights in relation to that; and

16.1.2 voted on in writing by such Members within a period of 20 (twenty) business days after the resolution was submitted to them.

16.2 A resolution contemplated in Article 16.1 above:

- 16.2.1 will have been adopted if it is supported by persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or Special resolution, as the case may be, at a properly constituted Members' meeting; and
- 16.2.2 if adopted, will have the same effect as if it had been approved by voting at a meeting.
- 16.3 Notwithstanding Article 16.1 above, a resolution in writing signed by all the Members entitled to vote thereon shall be as valid and effectual as if adopted at a duly convened Members meeting.
- 16.4 Within 10 (ten) business days after adopting a resolution, or conducting an election of Directors in terms of the provisions of Article 16.1 above, the Company shall deliver a statement describing the results of the vote, consent process, or election to every Member who was entitled to vote on or consent to the resolution, or vote on the election of a Director, as the case may be.
- 16.5 Matters referred to in Article 8.6 may not be voted on in terms of this Article 16.1.

17. **BOARD OF DIRECTORS**

- 17.1 The number of Directors shall not be less than 8 (eight) nor more than 11 (eleven), consisting of:
- 17.1.1 the Captain, *ex officio*;
 - 17.1.2 the Vice-Captain, *ex officio*;
 - 17.1.3 6 (six) additional directors;
 - 17.1.4 a director nominated by the Platinum Members; and
 - 17.1.5 2 (two) additional directors who may be co-opted in terms of Article 17.12.
- 17.2 Not more than 3 (three) of the above Directors may be Connected Persons.
- 17.3 The Voting Members shall elect the Directors referred to in Articles 17.1.1, 17.1.2 and 17.1.3 as well as the Captain's committee members referred to in Article 20.9.1.3 at an AGM, GM or in terms of Article 16.1

- 17.4 All Members, including authorised representatives of Corporate Members are eligible as Directors.
- 17.5 Directors referred to in Articles 17.1.1, 17.1.2 and 17.1.3 and Captain's Committee members (Article 20.9.1.3), shall be proposed by a Voting Member and seconded by another on a form issued for the purpose by the Board and the candidate shall accept such nomination in writing. Nominations for Directors shall close 5 (five) business days prior to the date of the meeting.
- 17.6 The proposal form shall be posted on the Notice Board upon receipt by the Company.
- 17.7 In the case of the Captain and the Vice-Captain, the nomination form shall clearly indicate that they are candidates for such positions, provided that a candidate may be available, in the alternative, as a Director should the candidate not be elected as Captain or Vice-Captain.
- 17.8 Subject to Article 17.9, directors referred to in Articles 17.1.3 and 17.1.4 shall serve for a period of 3 (three) years and may be re-approved or nominated.
- 17.9 At least one third of directors referred to in Article 17.1.3 shall retire each year.
- 17.10 The Captain and the Vice-Captain shall serve for a period of 1 (one) year and may be re-approved for 1 (one) more term, unless the terms are not consecutive.
- 17.11 A vacancy on the Board shall, within 6 (six) months after the vacancy arose, be filled:
- 17.11.1 at the next AGM; or
 - 17.11.2 at a Member's meeting called for the purpose of electing the director; or
 - 17.11.3 by a poll of persons entitled to exercise voting rights in an election of the director as contemplated in Article 16.1.

17.12 The Company at a meeting of Members or the Directors shall have power at any time, and from time to time, to appoint any person who qualifies as a Director in terms of these Articles as a Director in terms of Article 17.1.5, but so that the total number of directors shall not at any time exceed the maximum number fixed by or in terms of this MOI. The intention being that such a Director should be a person with special skills or expertise to assist and/or advise the Board.

17.13 Such a director may only serve until the next AGM, but may be co-opted again.

18. **CHAIRPERSON**

The Directors shall, at the first Board meeting after an AGM, elect 1 (one) of their body to the office of chairperson. The chairperson shall serve for a period of 1 (one) year, and may be re-elected, but shall not serve more than 3 (three) consecutive terms.

19. **BOARD MEETINGS**

19.1 A decision that could be voted on at a meeting of the Board of the Company may instead be adopted by written consent of a majority of the Directors, given in person, or by electronic communication, provided that each Director has received notice of the matter to be decided.

19.2 The right of the Directors to requisition a meeting of the Board, as set out in Section 73 (1) of the Act, may be exercised by any one Director.

19.3.1 A meeting of the Board may be conducted by electronic communication, or one or more directors may participate 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.

19.3.2 Any Director participating by means of electronic communication, shall be deemed to be present at a meeting.

19.4 The Board must determine the manner and form of providing notice of its meetings, provided that no meeting of the Board may be convened without notice to all the Directors.

19.5 If all the Directors of the Company:

19.5.1 acknowledge actual receipt of the notice;

19.5.2 are present at a meeting; or

19.5.3 waive notice of the meeting;

the meeting may proceed even if the Company failed to give the required notice of that meeting, or there was a defect in the giving of the notice.

19.6 The quorum requirement for a Directors meeting to begin is the majority of Directors, to be present before a vote may be called at a meeting of Directors.

19.7 Each director has 1 (one) vote on a matter before the Board.

19.8 A resolution of the Board is valid if approved by a majority of the Directors present at a meeting.

19.9 In the case of a tied vote, a chairperson may cast a deciding vote.

19.10 The Company must keep minutes of the meetings of the Board and any of its committees and include in the minutes any declaration given by notice or made by a Director as regards his personal financial interests in any matter as required by Section 75 of the Act and Article 24.2.

19.11 Resolutions adopted by the Board:

19.11.1 must be dated and sequentially numbered; and

19.11.2 are effective as of the date of the resolution, unless the resolution states otherwise.

19.12 Any minutes of a meeting, or resolution, signed by the chairperson of the meeting, or by the chairperson of the next meeting of the Board, is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.

20. GENERAL POWERS AND DUTIES OF DIRECTORS

20.1 The business of the Company shall be managed by the Board.

20.2.1 Subject to Article 20.2.4 below, the Board will have the authority to make any necessary or incidental rules for the governance of the Company in respect of matters not addressed in the Act or in this MOI, and to amend or repeal any such rules.

20.2.2 The Board must publish any proposed rule to be made in terms of Article 20.2.1, by delivering a copy of that proposed rule to each Member.

20.2.3 Subject to Article 20.2.4 below, any rule proposed by the Board will take effect 20 (twenty) business days after publication as set out in Article 20.2.2 above or on the later date specified in the rule.

20.2.4 Any rule proposed by the Board will not take effect, and may not be filed with the Commission, if written objections by holders of 25 percent or more of the Voting Members are received by the Board within 20 (twenty) business days after publication as set out in Article 20.2.2 above.

20.2.5 Any rule that has taken effect as contemplated in Article 20.2.3 above will remain binding on an interim basis until put to a vote at the next General Meeting and will become permanently binding if ratified by an ordinary resolution.

20.2.6 If by reason of Article 20.2.4 above, a rule does not take effect, the Board must promptly inform each Member of this result.

20.3 The Board may exercise all such powers of the Company as are required to be exercised by the Company by the Statutes or by this MOI or by any meeting of Members subject, nevertheless to the provisions of this MOI and of the Statutes and to such regulations being not inconsistent with this MOI or the Statutes, as may be prescribed by the Company at any such meeting; but no regulation made by the Company at such meeting shall invalidate any

prior act of the Board which would have been valid if that regulation had not been made.

20.4 The Board may from time to time entrust to and confer upon the Chairperson such of the powers vested in them as they may think fit, and may confer such powers for such time and to be exercised for such objects and upon such terms and with such restrictions as they may think expedient; and they may confer such powers either collaterally or to the exclusion of, and in substitution for, all or any of the powers of the Directors, and may from time to time revoke or vary all or any of such powers. A Chair person appointed pursuant to the provisions hereof shall, after powers have been conferred upon him by the Board in terms hereof be deemed to derive such powers directly from this Article.

20.5 The Board shall have the power from time to time to delegate, or to allocate, to any one of their members or to any other person, whether in the Republic or not, such of the powers as are vested in the Board pursuant to the Statutes or under these Articles, as they may deem fit.

20.6 The Board may:

20.6.1 appoint any number of committees of Directors; and

20.6.2 delegate to any committee any of the authority of the Board.

20.7 Except to the extent that a resolution establishing a committee provides otherwise, the committee:

20.7.1 may include persons who are not directors of the Company; but:

20.7.1.1 any such person must not be ineligible or disqualified to be a director in terms of Section 69 of the Act or in terms of this MOI; and

20.7.1.2 such person has no vote on a matter to be decided by the committee, provided that members of the Captain's committee shall have a vote on that committee.

20.7.2 may consult with or receive advice from any person; and

20.7.3 has the full authority of the Board in respect of a matter referred to it;

20.7.4 shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. Save as aforesaid, the meetings and proceedings of a committee consisting of more than 1 (one) member shall be governed by the provisions of this MOI regulating the meetings and proceedings of Directors.

20.8 The creation of a committee, delegation of any power to a committee, or action taken by a committee, does not alone satisfy or constitute compliance by a Director with the required duty of a Director to the Company, as set out in Section 76 of the Act.

20.9 Notwithstanding Article 20.6, the following committee, to be known as the Captain's committee, is constituted by this MOI, which committee shall report to the Board:

20.9.1 the Captain's committee shall consist of:

20.9.1.1 the Captain, who shall chair such committee;

20.9.1.2 the Vice-Captain;

20.9.1.3 3 (three) additional Members elected at an AGM by the Voting Members from the ranks of Members;

20.9.1.4 such other members as the Board may co-opt.

20.10 The Captain's committee shall be responsible for the Members of the Club and in particular, but not limited to:

20.10.1 the administration of the playing of golf and competitions;

20.10.2 the organisation of social activities;

20.10.3 the canvassing and the recommendation of new Members;

20.10.4 discipline of Members;

20.10.5 administration and control of handicaps.

20.11 The provisions of Article 24.1.5 shall, *mutatis mutandis*, apply to all committee members as well.

20.12 Restrictions

The general powers of the Board are restricted in that the following decisions shall only be valid and may be executed only if approved by the Members in General Meeting:

- 20.12.1 The acquisition or disposal of any immovable property;
- 20.12.2 The disposal of any asset of the Company not in the ordinary course of business, with the value in excess of 25% (twenty five percent) of the carrying value. ("Carrying value" means the depreciated value of all the assets of the Company in accordance with Generally Accepted Accounting Principles as reflected in the most recent financial statements of the Company);
- 20.12.3 The purchase of any asset, equipment, machine or furniture for an amount in excess of 110% (One hundred and ten percent) of the total amount of depreciation on assets of the Company in the accounts of the Company for the preceding year;
- 20.12.4 Any material change to the layout of the Golf Course;
- 20.12.5 Any material change to the Clubhouse which involves capital expenditure in excess of 20% (twenty percent) of the total annual membership fees collected from members for the immediate preceding financial year;
- 20.12.6 Any application for the winding up of the Company;
- 20.12.7 The construction and/or demolition of any building and/or any structure of a permanent nature on land occupied by the Company if the cost or value, as the case may be is in excess of an amount referred to in Article 21.1.

20.13 The restrictions as to the value in Articles 20.12.2 and 21.1 shall be applicable to a single transaction. More than one transaction, if such transactions are related, shall be considered as one transaction.

21. BORROWING POWERS OF DIRECTORS

- 21.1 The Board may in their discretion, from time to time, raise or borrow from the Members or other persons or financial institutions any sums of money for the purposes of the Company, provided that should the Board wish to borrow during any financial year an amount or several amounts in aggregate in excess of an amount equal to 25% (twenty five percent) of annual membership fees collected from Members in the immediate preceding financial year, it shall be approved by the Members at a GM.
- 21.2 The Board may secure the payment or repayment of any sums of money borrowed or raised in terms of Article 21.1 or the payment of any debt, liability or obligation whatsoever of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the execution of bonds, charged upon all or any part of the property and rights of the Company, both present and future.

22. REMUNERATION OF DIRECTORS

- 22.1 Subject to Articles 22.2 and 22.3 no remuneration shall be paid to the Directors.
- 22.2 The Directors may be paid all travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors including those of attending and travelling to and from meetings of the directors or any committee of the Directors.

23. ALTERNATE DIRECTORS

- 23.1 The Board shall have the power to nominate another person to act as alternate Director in place of a Director during his absence or inability to act as such Director, and on such appointment being made, the alternate director shall, in all respects, be subject to the terms and conditions existing with reference to the other Directors. A person may not be appointed as alternate to more than one Director.

23.2 The alternate directors, whilst acting in the place of the Directors they have been appointed to act for, shall exercise and discharge all the duties and functions of the Directors they represent. The appointment of an alternate director shall cease on the happening of any event which, if he were a Director, would cause him to cease to hold office in terms of this MOI or the Statutes or if the Director in whose place he acts, ceases to be a Director, or gives notice to the secretary of the Company that the alternate director representing him shall have ceased to do so.

24. **DISQUALIFICATION AND PRIVILEGES OF DIRECTORS**

24.1 A Director shall cease to hold office as such if:

24.1.1 he ceases to be a Director by virtue of any of the provisions of this MOI or the Statutes or becomes prohibited from being a Director by reason of any order made under the Statutes; or

24.1.2 his estate is sequestrated or he files an application for the surrender of his estate or an application for an administration order, or if he commits an act of insolvency as defined in the insolvency law for the time being in force, or if he makes any arrangement or compromise with his creditors generally; or

24.1.3 he resigns his office by notice in writing to the Company; or

24.1.4 he is removed from office in terms of Section 71 or in accordance with any provisions of this MOI; or

24.1.5 he is absent from more than 3 (three) consecutive Board meetings and more than 4 (four) in aggregate during a financial year;

24.1.6 he ceases to be a Member.

24.2.1 Subject to this Articles 24.2.3, and 24.2.4 no Director or intending Director shall be disqualified by his office from contracting with the Company in any manner whatsoever and in particular as:

24.2.1.1 a guarantor of any liability of; or

24.2.1.2 provider of services to;

the Company, or any company in which the Company may have an interest, for a commission or profit;

24.2.2 Any such contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, or any contract or agreement entered into with any company or partnership of or in which any Director shall be a member, director or partner or otherwise interested, shall not be invalidated or voided by any such reason or by reason of the Board not constituting an independent quorum;

24.2.3 If a director has a financial interest in respect of a matter to be considered at a meeting of the Board, or knows that a Related Person has a personal financial interest in the matter, the Director:

24.2.3.1 must disclose the interest and its general nature before the matter is considered at the meeting;

24.2.3.2 must disclose to the meeting any material information relating to the matter, and known to the Director;

24.2.3.3 may disclose any observations or pertinent insights relating to the matter if requested to do so by the other directors;

24.2.3.4 if present at the meeting, must leave the meeting immediately after making any disclosure contemplated in Articles 24.2.3.1, 24.2.3.2 and 24.2.3.3;

24.2.3.5 must not take part in the consideration of the matter, except to the extent contemplated in Articles 24.2.3.2 and 24.2.3.3;

24.2.3.6 while absent from the meeting in terms of this subsection:

24.2.3.6.1 is to be regarded as being present at the meeting for the purpose of determining whether sufficient Directors are present to constitute the meeting; and

24.2.3.6.2 is not to be regarded as being present at the meeting for the purpose of determining whether a resolution has sufficient support to be adopted; and

24.2.3.7 must not execute any document on behalf of the Company in relation to the matter, unless specifically requested or directed to do so by the Board.

24.2.4 If a director of the Company acquires a personal financial interest in an agreement or other matter in which the Company has a material interest, or knows that a Related Person has acquired a personal financial interest in the matter, after the agreement or other matter has been approved by the Company, the Director must promptly disclose to the Board the nature and extent of that interest, and the material circumstances relating to the Director or Related Person's acquisition of that interest.

24.2.5 A decision by the Board, or a transaction or agreement approved by the Board, is valid despite any personal financial interest of a Director or Related Person, only if:

24.2.5.1 it was approved following disclosure of that interest in the manner contemplated in this Article; or

24.2.5.2 despite having been approved without disclosure of that interest, it:

24.2.5.2.1 has subsequently been ratified by an ordinary resolution of the Members following disclosure of that interest; or

24.2.5.2.2 has been declared to be valid by a court in terms of subsection (8) of Section 75 of the Act.

24.3 A director may not hold any other office, employment or place of profit in the Company.

24.4 The Company must not provide a loan to, secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to, a Director or of a related or interrelated company, or to a Related Person.

25. **VALIDITY OF ACTS OF DIRECTORS AND COMMITTEES**

As regards all persons dealing in good faith with the Company, all acts done by any meeting of the Board or of a committee of the Board or of any executives, or by any person acting as a Director, shall be as valid as if every such person had been duly appointed or was qualified or had continued to be a director or was entitled to vote, as the case may be, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were not entitled to vote.

26. **THE SECRETARY**

The Board may appoint a Company Secretary.

27. **THE PRESIDENT**

27.1 The President shall be the ceremonial head of the Club.

27.2 The President shall:

27.2.1 be elected by the Voting Members from their ranks at an AGM;

27.2.2 be nominated in the same manner as a Director;

27.2.3 serve a period of 2 (two) years and may not be re-elected, unless he was succeeded by another person or persons and is re-elected again when such person or persons' term of office come to an end;

27.2.4 not be eligible to be elected as a Board member;

27.2.5 not be entitled to attend Board meetings, but may do so upon invitation of the Chairperson of the Board;

27.2.6 not have any executive powers.

28. **AMENDMENT**

- 28.1 This MOI may be amended only by Special resolution adopted at a Members' meeting or in terms of a court order.
- 28.2 This MOI does not contain any provision the amendment of which is either subject to requirements for its amendment in addition to those set out in Section 16 of the Act or that is prohibited from being amended, as contemplated in Section 15 (2)(b) or (c) of the Act.
- 28.3 Amendments to this MOI may be proposed by the Board or by Members who are entitled to call a GM.
- 28.4 The Board shall have the power to alter this MOI to the extent necessary to correct patent errors in spelling, punctuation, reference, grammar or similar defects as envisaged in Section 17 of the Act. A notice of any such alteration must be delivered to each Member at least 15 (fifteen) business days prior to the filing of the notice of amendment with the Commissioner.
- 28.5 An amendment of this MOI must be submitted to the Commissioner.

29. **ENTRANCE FEES, MEMBERSHIP FEES AND PLAYING FEES**

- 29.1 The entrance fees, membership fees, levies and normal playing fees payable by all categories of Members shall be determined by the Members at an AGM.
- 29.2 The playing fees and any other fees payable by visitors to the Club shall be determined by the Board.
- 29.3 All membership fees shall become due in advance on the first day of August in each year. The fees shall be paid within 30 (thirty) days thereafter. Membership fees may be paid monthly at the election of the Member.

29.4 The Board shall be entitled to levy penalties, administrative charges and/or interest on arrear amounts determined in terms of Article 29.1.

29.5 A person who has been a member of the Club or the Company and who has lawfully resigned his membership and who wishes to become a member again, shall be exempt from the payment of an entrance fee, provided that he is admitted to the same category of membership as when he had resigned such membership.

30. **BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS**

30.1 The company shall keep its books and accounts in accordance with the Act and, where its income is tax exempt, in accordance with the provisions of the Tax Act or its successor.

30.2 A copy of the financial statements has to be available to a Member in accordance with Section 26 of the Act within 6 (six) calendar months of the financial year end of the Company.

30.3 The Company elects to comply voluntarily with the requirement to have its annual financial statement audited as contemplated in Section 30(2) (b)(ii) (aa) of the Act.

30.4 The Company elects to be subject to Part C of chapter 3 of the Act as regards the appointment of a registered auditor, auditor resignation, rotation of auditors and the rights and restricted functions of auditors.

31. **NOTICES**

31.1 A notice or document to be delivered for any purpose contemplated in the Act or the Regulations thereto or this MOI, may be delivered in any manner set out in the table hereunto annexed, marked Schedule 1.

31.2 A document delivered by a method listed in the second column of Schedule 1 must be regarded as having been delivered to the intended recipient on the date and at the time shown opposite that method in the third column of said Schedule.

31.3 If, in a particular manner, it proves impossible to deliver a document in any manner provided for in the Act or this Article:

31.3.1 if any person other than the Tribunal is required to deliver the document, the person may apply to either the Tribunal or the High Court for an order of substituted service; or

31.3.2 if the Tribunal is required to deliver the document, the recording officer of the Tribunal concerned may apply to the High Court for an order of substituted service.

31.4 A document that is delivered by fax must include a cover page, and a document that is transmitted by electronic mail must be accompanied by a cover message, in either case setting out:

31.4.1 the name, address and telephone number of the sender;

31.4.2 either:

31.4.2.1 the name of the person to whom it is addressed, and the name of that person's attorney, if applicable; or

31.4.2.2 the name or description of the class of intended recipients, if the document is being delivered generally to all the Members of a particular class of persons;

31.4.3 the date of the transmission; and

31.4.4 in the case of a fax transmission:

31.4.4.1 the total number of pages sent, including the cover page; and

31.4.4.2 the name and telephone number of the person to contact if the transmission is incomplete or otherwise unsuccessful.

32. INDEMNITY

32.1 Subject to Article 32.2, every Director, manager and officer of the Company and every other person (whether an officer of the Company or not) employed by the Company, and the Auditor, shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, manager, officer or auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted, or in connection with any application under Section 77(9) and (10) of the Act in which relief is granted to him by the Court.

32.2 The Company may not indemnify a Director in respect of:

32.2.1 any liability arising:

32.2.1.1 in terms of Section 77(3)(a), (b), (c) or (d) of the Act; or

32.2.1.2 from wilful misconduct or wilful breach of trust on the part of the Director; or

32.2.1.3 any fine imposed on a Director as a consequence of that Director having been convicted of an offence, unless the conviction was based on strict liability.

32.3 The Members acknowledge that:

32.3.1 playing the game of golf and partaking in the playing of the game of golf could pose certain dangers, such as the fact that golf is played with equipment that may inflict injury, in particular golf balls which may be propelled in directions not intended by the player and which may strike other players, and/or persons on and or off the golf course, as well as maintenance and other machinery which may be used during the playing of golf; and

32.3.2 they are aware of the implications for them, their families, invitees and guests of entering a golf course and the precautions that have to continuously and diligently be practiced by them whilst on the golf course and its surrounds; and

32.3.3 the inherent dangers of partaking in sport in the open in the form of lightning, rain, wind, fire, snow and other occurrences of nature; and

32.3.4 that they and their families, dependants, invitees and servants enter the Premises so entirely at their own risk and indemnify and hold harmless the Company, the directors and the Members against any claims of whatsoever nature (to be read in its widest possible context), that may arise in favour of the Member, their families, dependants, invitees or guests, to the extent that such Member, his family, dependants, invitees or guests shall not be entitled to hold any of the aforesaid liable for any damages or maintenance or claim of whatever nature such person or persons may suffer whilst on the Premises, arising from injury or death, or damage to property or any other manner.

33. WINDING-UP

If the Company shall be wound up, the liquidator shall comply with the provisions of Article 5.2 of this MOI.

34. ADOPTION

This MOI was adopted by the Members of the Company in terms of Section 16(1)(c)(aa) on 3 June 2014 by Special Resolution at a Special General Members Meeting of the Company.

SCHEDULE 1

Nature of Person to whom the document is to be delivered	Method of Delivery	Date and Time of Deemed delivery
1. ANY PERSON 1.1	By faxing the notice or a certified copy of the document to the person, if the person has a fax number; or	On the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or at a different time.
	1.2 By sending the notice or a copy of the document by electronic mail, if the person has an address for receiving electronic mail; or	On the date and at the time recorded by the computer used by the sender, unless there is conclusive evidence that it was delivered on a different date or at a different time.
	1.3 By sending the notice or a certified copy of the document by registered post to the person's last known address; or	On the 7 th day following the day on which the notice or document was posted as recorded by a post office, unless there is conclusive evidence that it was delivered on a different day.
	1.4 By any other means authorized by High Court; or	In accordance with the order of the High Court.
	1.5 By handing the notice or a certified copy of the document to the person, or to any representative authorised in writing to accept service on behalf of the person; or	On the date and at the time recorded on a receipt for the delivery.
	1.6 By leaving the notice or a certified copy of the document at the person's place of residence or business with any other person who is apparently at least 16 years old and in charge of the premises at the time; or	On the date and at the time recorded on a receipt for the delivery.
	1.7 By leaving the notice or a certified copy of the document at the person's place of employment with any person who is apparently at least 16 years old and apparently in authority.	On the time and date and at the time recorded on a receipt for the delivery.
2. A COMPANY OR 2.1 SIMILAR BODY CORPORAT 2.2	By handing the notice or a certified copy of the document to a responsible employee of the company or body corporate at its registered office or its principal place of business within the Republic; or	On the date and at the time recorded on a receipt for the delivery.
	If there is no employee willing to accept service, by affixing the notice or a certified copy of the document to the main door of the registered office or principal place of business	On the date and at the time sworn to by affidavit of the person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.