

CONSTITUTION OF THE SHELLY POINT BOWLS CLUB

1. Name of the Club

1.1 The name of the Club shall be *The Shelley Point Bowls Club*.

2. Object and Purpose of the Club

2.1 The object and purpose of the Bowls Club is to provide its Members access to such sporting, social and recreational facilities as would normally be associated with a Bowls Club, including such other items, as may be incidental or ancillary to these facilities, and to actively promote the participation of its Members in all aspects of the game of Bowls.

2.2 Save for the receipt, administration and expenditure of Competition Fees, related Prize Monies, Sponsorships, and Donations, the Bowls Club shall not be entitled to carry on any business, including, inter alia, ordinary trading operations in a commercial sense or the hiring and letting of equipment and property.

3. Status of the Bowls Club

3.1 The Bowls Club:

3.1.1 Is constituted by its Members as a Non-Profit Association, functioning, subject to the provisions of any applicable law, in accordance with its Constitution as may be amended from time to time as determined herein.

3.1.2 Is an association of its Members and is not established for the purpose of profit or gain but to serve the collective beneficial interests of its Members.

3.1.3 Is a Juristic Person, has perpetual succession, and is capable of suing and being sued.

3.1.4 Has as its Members all the Persons who have been admitted as such by the relevant Bowls Club authority, and who are jointly liable for the expenditure incurred in connection with the management and administration of the Bowls Club.

3.1.5 Must enforce the provisions of its Constitution.

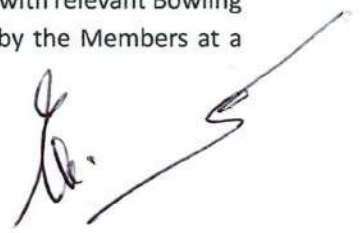
3.2 None of the Members of the Bowls Club shall in their personal capacities have any right, title, or interest to or in the property, funds, or assets thereof, which shall vest in and be controlled by the Committee in terms hereof.

3.3 The Bowls Club shall, subject to the provisions of Clause 2.2, have the right to acquire, hold, lease, and alienate property related to its object and purpose as determined herein.

3.4 The Bowls Club shall strive to provide competitive play for its Members, and to encourage and support Members to improve their standard of play and to continually arrange bowls related events with a view to recruiting new Members.

4. Affiliation and Access to Facilities and Infrastructure

4.1 The Bowls Club shall affiliate, and seek affiliation, as the case may be, with relevant Bowling Authorities and related Associations as may be prescribed or decided by the Members at a General Meeting.



4.2 The Bowls Club shall be obliged to seek affiliation with the S&SC with the view to accessing the Shelley Point Estate, the Bowling Green, and any related facilities, subject to the terms and conditions that may be determined by the S&SC and the SPHOA.

5. Interpretation

5.1 In the event of any conflict between this Constitution and the Constitution and or the Rules of the SPHOA, and/or S&SC the latter shall prevail in the herein referred order.

5.2 The headings of the Clauses in this Constitution are for the purpose of convenience, and reference only and may not be used in the interpretation thereof.

5.3 Unless a contrary intention clearly appears:

5.3.1 reference to any one gender includes other genders;

5.3.2 words implicating the singular include the plural and vice versa.

6. Definitions

In this Constitution the following defined terms have the meanings assigned hereunder and cognate expressions have corresponding meanings, namely:

6.1 "Bowls Club" means the Shelley Point Bowls Club.

6.2 "Committee" means the Management Committee of the Bowls Club contemplated in Clause 14 of this Constitution.

6.3 "Designation Agreement" means an agreement between the SPHOA, S&SC, and the Bowls Club with regard to the use of Communal Property of the SPHOA and related terms and conditions.

6.4 "Member" means a Person who has been admitted as such by the relevant Bowls Club authority, and Members refer to the collective of such.

6.5 "Full Member" means a Member with voting rights at General Meetings of the Bowls Club.

6.6 "Person" means a Natural or Juristic Person, as the case may be.

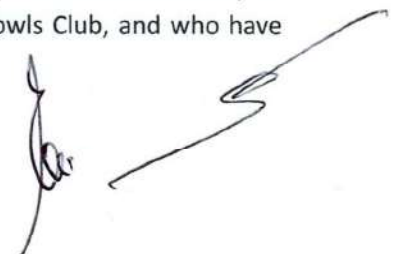
6.7 "Rules", with reference to the SPHOA and the S&SC mean, depending on the context, the General Rules of the SPHOA, the Building Design and Construction Rules of the SPHOA, the Rules of the S&SC, and any decision taken by a properly constituted authority of the SPHOA or the S&SC, as may be applicable to the Bows Club.

6.8 "the S&SC" means the Shelley Point Homeowners' Association Sports and Social Club.

6.9 "SPHOA" means the Shelley Point Homeowners' Association.

7. Membership

7.1 Membership of the Bowls Club comprises of Persons who applied for Membership in accordance with the process and procedures determined by the Bowls Club, and who have been accepted by the Committee.

A handwritten signature in black ink, followed by a long, slightly wavy horizontal line extending to the right.

7.2 Members of the Bowls Club are by virtue of their Membership subject to the Constitution of the Bowls Club and any decision taken by a properly constituted authority thereof, as well as any of the affiliation conditions determined by the S&SC regarding affiliating Clubs, as may be applicable to Members of the Bowls Club.

7.3 The rights and obligations of Members of the Bowls Club are as determined in this Constitution and any decision taken by a properly constituted authority of the Bowls Club, with detailed reference to the Schedule of Membership, as amended from time to time by the Members at General Meetings.

7.4 All Full Members of the Bowls Club whose annual Subscription Fees are paid up to date, will be entitled to vote at General Meetings, and be eligible for election to the Committee.

7.5 The Bowls Club Secretary shall keep a Register of the Membership of the Bowls Club and in addition monitors Membership Fees as well as Green Fees paid to the S&SC .

8. Playing Rights

8.1 Members of the Bowls Club, their Family and Guests, and Visitors shall be entitled to use the Bowling Green and related facilities, only after full payment of the prescribed Subscription, Green, and Competition Fees, as may be applicable, and any other amount the Bowls Club may require for participating in competition benefits.

8.2 The use of the Bowling Green and related facilities are subject to the terms and conditions agreed by the parties to the Designation Agreement.

8.3 Children under the age of 18 (eighteen) of Members entitled to exercise the rights mentioned in Clause 7.1, read with Clause 8.1, shall be entitled to use the Bowling Green and related facilities, provided they are registered as non-voting Junior Members.

9. Application for Membership

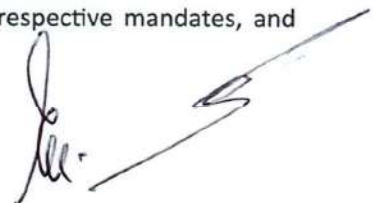
9.1 All Persons seeking Membership of the Bowls Club must complete the prescribed application form, to be submitted to the Committee for consideration via the Office of the Bowls Club Secretary.

9.2 Membership of the Bowls Club shall only be awarded to an applicant who has been considered and approved by the Committee complying with the rules of natural justice and considering all relevant circumstances.

9.3 The privileges and responsibilities associated with Membership of the Bowls Club shall only become effective after payment of the prescribed Entrance Fee, Annual Subscription Fee, and any other amount payable by Members as determined by the Bowls Club and/or the S&SC in accordance with their respective mandates.

10. Entrance Fee, Subscriptions and Levies

10.1 Entrance Fees, Annual Subscription, Green Fees, and any other amount payable by Members, their Family and Guests, and Visitors, shall be the amount determined from time to time by the S&SC and the Committee, in accordance with their respective mandates, and

A handwritten signature in black ink, consisting of a stylized 'J' followed by a series of loops and a long horizontal stroke extending to the right.

finalised and imposed in consultation with one another. All Fees shall be due and payable to the S&SC.

10.2 The Committee may recommend to the S&SC, in what it may consider exceptional circumstances and the show of good cause, the remittance of the Fees and other amounts payable by Members for the account of the S&SC for such period and on such conditions as it may deem appropriate, or to refund said subscription and/or levy paid in advance.

10.3 The decision of the S&SC in terms of Clause 10.2 above to remit or not, will be final between the parties involved.

11. Termination or Suspension of Membership

11.1 Any Member may resign on giving written notice at any time but shall not be entitled to a refund of any of the Fees or amounts paid for any period after the date of resignation.

11.2 Membership may be terminated by the Committee by simple majority decision should a Member fail to pay any amount owing to the S&SC and/or the Bowls Club, howsoever arising, provided that in the instance of amounts due and payable to the S&SC the Committee must terminate Membership at the request of the S&SC.

11.3 The Committee shall have the power to reprimand a Member or to recommend termination of Membership, should the Member:

11.3.1 commit a breach of the Constitution or any decision taken by a properly constituted authority of the Bowls Club, and/or any of the affiliation conditions of the S&SC;

11.3.2 commit an improper or dishonest act, whether in relation to the Bowls Club and its affairs, or not; and/or

11.3.3 behave in an unseemly, irresponsible, or un-sportsmanlike manner.

11.4 Before exercising its powers in terms of Clause 11.3, the Committee shall be obliged to give the Member in question an opportunity to appear before it and to explain his conduct.

11.5 A decision to terminate Membership in terms of Clause 11.3 shall be passed by a special majority decision of at least 75% of the Committee.

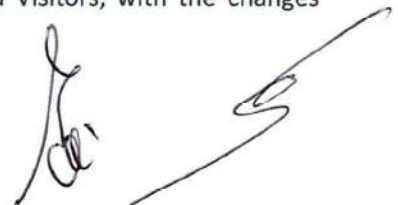
12. Honorary Officials

12.1 The Committee may at an Annual General Meeting propose that a member be declared an honorary non-voting life member, who shall be entitled to such privileges as the Committee may determine.

12.2 A decision of the Members contemplated in Clause 12.1 shall only take effect after ratification by the S&SC.

13. Guests and Visitors

13.1 The provisions of Clause 7.2 and 7.3 apply to Guests and Visitors, with the changes required by the context.

A handwritten signature and a long, sweeping flourish or underline mark.

14. Committee

14.1 The management and control of the activities of the Bowls Club shall be vested in the Committee.

14.2 Save for matters reserved for the General Meetings of Members, the Committee shall have the delegated authority to act on behalf of the Bowls Club.

14.3 The Committee shall be elected by the Members at the Annual General Meeting and shall consist of the following:

14.3.1 a Captain;

14.3.2 a Vice-captain (to be of a different gender to the Captain);

14.3.3 a Bowls Club Secretary;

14.3.4 between two (2) and four (4) additional Members; and

14.3.5 one non-voting representative nominated by the Management Committee of the S&SC (who need not be a Member of the Bowls Club).

15. Powers of the Management Committee

Without derogating from the generality of the powers determined in Clause 14.2 the Committee shall have the following powers:

15.1 to form or appoint sub-committees for special or general purposes and to delegate powers within the mandate of the Committee to such sub-committees;

15.2 to cause minutes of its meetings to be kept;

15.3 to co-opt Members, as necessary to the Committee;

15.4 to keep proper books of account of all its activities, which shall be available for audit by the Bowls Club's appointed auditors;

15.5 to open and operate a bank account in the name of the Bowls Club;

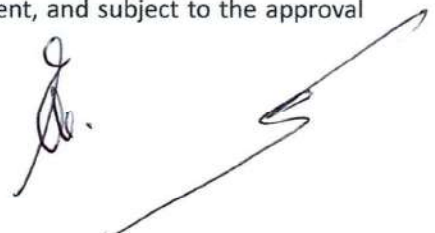
15.6 to invest, re-invest and deal with any monies of the Bowls Club not immediately required for its activities;

15.7 to decide on points of dispute, on which the Committee's ruling thereon shall be final and binding;

15.8 to determine, in prior consultation with the S&SC, the reciprocity arrangements to be concluded with any other party;

15.9 to subscribe to or become members or affiliate of any other association or club having objectives, similar, or in part similar to the objectives of the Bowls Club;

15.10 to, subject to Clause 14.2 formulate, adopt, or amend rules, regulations and by-laws of the Bowls Club, in accordance with the Designation Agreement, and subject to the approval thereof by the S&SC, as may be determined; and

A handwritten signature, possibly 'J. A.', is written above a long, sweeping diagonal line that extends from the bottom right towards the center of the page.

15.11 to do all such other things as may be necessary to attain the objectives of the Bowls Club.

16. Meetings of the Committee

16.1 The Committee shall meet at least once every quarter of a calendar year and at such other time as may be necessary for the transacting of business.

16.2 A quorum for any meeting of the Committee shall be at least 50% of its Members who are entitled to attend such meeting.

16.3 At least three (3) days written notice shall be given of all meetings of the Committee, unless the Members unanimously agree to shorter notice.

16.4 Meetings of the Committee shall be chaired by the Captain or in his/her absence the Vice-captain. In the absence of both, the meeting shall elect by majority vote a Chairperson to chair the meeting.

16.5 The Committee shall cause minutes of all meetings to be kept, which shall be approved at the next meeting.

16.6 Any resolution shall, subject to the provisions of this Constitution, be carried by a simple majority of all votes cast. In the event of an equality of votes in a meeting of the Committee, the Chairperson shall have a casting vote in addition to a deliberative vote.

16.7 The Committee shall determine its meeting procedures, which should at least comply with generally accepted meeting procedures.

17. Annual General Meeting

17.1 The Annual General Meeting of the Bowls Club shall be held during the first two weeks of February every year.

17.2 Members contemplated in Clause 7.4 will be entitled to vote and be eligible for election on the Committee.

17.3 In addition to any other matters determined by this Constitution to be dealt with at an Annual General Meeting, the following matters must be discussed and decided at every Annual General Meeting:

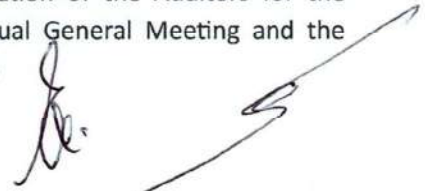
17.3.1 The consideration of the Captain's report;

17.3.2 The consideration of the financial statements of the Bowls Club for the financial year preceding the date of such meeting;

17.3.3 The consideration of the report of the Auditors;

17.3.4 The consideration of a budget and the amounts payable by Members for the calendar year during which such Annual General Meeting takes place, alternatively for the period up to the next Annual General Meeting;

17.3.5 The consideration and fixing of the remuneration of the Auditors for the financial year of the Bowls Club preceding the Annual General Meeting and the appointment of Auditors for the ensuing financial year;

A handwritten signature and a long, sweeping flourish are located at the bottom right of the page, below the final clause of section 17.3.5.

17.3.6 The election of the Committee;

17.3.7 The consideration of any resolutions of which due notice has been given and the voting upon any such resolutions; and

17.3.8 The consideration of any resolution regarding procedural matters proposed for adoption by such meeting and the voting upon such resolution.

18. General Meetings

18.1 A General Meeting may be called at any time by the Committee.

18.2 The Committee shall give at least fourteen (14) days' notice of such a Meeting. The notice must specify the object for which the Meeting is called.

18.3 A quorum of at least ten (10) Members must be present at a General Meeting.

18.4 If a quorum is not present at the advertised time, the Meeting shall stand adjourned for seven (7) days, whereafter those present shall form a quorum.

18.5 Proxies must be submitted in the prescribed form to the Club Secretary at least five (5) days prior to the meeting. Proxy holders must be a Bowls Club Members in good standing (refer Clause 7.4).

19. Complaints, Suggestions and Notices

19.1 All complaints, suggestions and notices should be submitted to the Club's Secretary in writing at least three (3) days prior to the Meeting of the Committee.

19.2 Save for matters reserved for General Meetings, the decision of the Committee regarding complaints, suggestions and notices shall be final and binding on the Bowls Club and its Members.

19.3 Notwithstanding the provisions of Clause 19.1 and 19.2 the Bowls Club and its Members may approach a competent authority for appropriate relief.

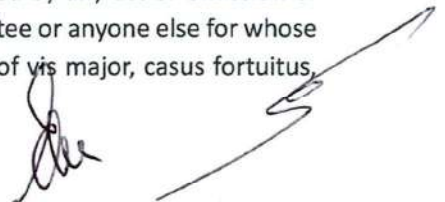
20. Rules and Regulations

20.1 The game of Bowls shall be played in consideration of the rules approved by Bowls South Africa.

20.2 All Members of the Bowls Club, their Guests, and Visitors, shall be bound by and submit to the Constitution and any decision taken by a properly constituted authority of the Bowls Club as well as the Terms and Conditions of the Designation Agreement.

21. Exclusion of Liability

21.1 Neither the Bowls Club, the S&SC, or any member of the Committee shall be responsible or may be held liable for any loss or damage or injury, including consequential losses suffered by or caused to any person or property anywhere on or about the Bowling Green and related property, whether or not such loss, damage or injury is occasioned by any act or omission of the Bows Club, the S&SC, the SPHOA, the members of the Committee or anyone else for whose actions they or any of them would be liable in law or by reason of vis major, casus fortuitus.



rain, storm or other water, riots, strikes, theft or burglary, with or without forced entry, or by reason on or off the Bowling Green or any building or structures, or any defective facilities of the Bowls Club, the S&SC, or the SPHOA, or caused by any sporting activity carried out on the S&SC's premises, or by any other cause of whatsoever nature and howsoever arising, save that any person shall be liable for his own dishonesty, theft or fraud.

22. Amendment of Constitution

22.1 This Constitution may not be altered, or added to, save with the approval of seventy five percent (75%) of the Full Members present at a duly convened General Meeting.

22.2 The S&SC must approve amendments to the Constitution.

23. Dissolution

23.1 The Bowls Club shall not be permitted to distribute any of its profits or gains to any person and shall utilise any funds solely for the objectives for which the Bowls Club has been established.

23.2 In the event of dissolution of the Bowls Club, or after the winding-up or liquidation and after satisfaction of its liabilities, any assets for whatsoever nature remaining, the same shall be given or transferred to the S&SC, and in the instance of the S&SC been dissolved, the SPHOA.

23.3 Dissolution of the Bowls Club shall only be effected with the approval of seventy five percent (75%) of the Full Members present at a duly convened General Meeting.

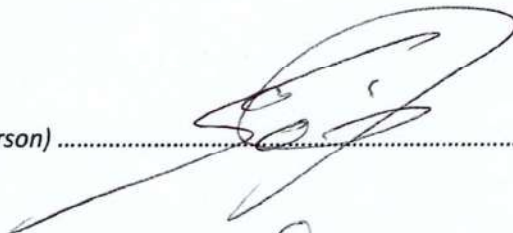
24. Remuneration of Members of Committee

24.1 The Committee may approve the reimbursement of any expenses or disbursements actually, and reasonably incurred by its Members in the carrying out their duties and exercising their powers.

24.2 Save as set out in 24.1 above, Members of the Committee shall not be entitled to any retainer or salary from the Bowls Club.

Signed at Shelley Point on the 20 August 2024

For the SP S&SC (Chairperson)



For the SP Bowls Club (Club Captain)

