



CONSTITUTION

1. DEFINITIONS

In this constitution, unless the context indicates a contrary intention, each of the following words and phrases shall have the meaning ascribed there below in this clause:

- 1.1. "Club" shall mean EDGEMEAD TENNIS CLUB;
- 1.2. "Committee" shall mean the Executive Committee elected by the Members at an Annual General Meeting;
- 1.3. "Entry fee" shall mean the amount payable by a prospective Member to become a Member of the Club;
- 1.4. "Member" shall mean senior Member referred to in clause 4.3(a) when referring to voting rights and subscription fees, otherwise it shall include all members;
- 1.5. "Membership Fees" shall mean the aggregate of the Subscription fees, Capitation fee and Entry fee;
- 1.6. "Membership Year" shall comprise the period commencing on 1 September and ending on 31 August of the immediately following year;
- 1.7. "Rules" shall mean the rules referred to in clause 7.2(e);
- 1.8. "Subscription Fee" shall mean the annual amount payable by the Members to remain members of the Club.

2. NAME

The name of the club shall be the "EDGEMEAD TENNIS CLUB".

3. OBJECTIVE

The objective of the Club shall be to promote the Game of tennis in the community of Edgemean, Monte Vista and surrounding areas and to provide such facilities and amenities to the Members as may be required from time to time.

4. MEMBERSHIP

4.1. Application for Membership:

- (a) Any person desiring to become a Member shall submit an application on the prescribed form to the Secretary or Treasurer.
- (b) Between submission of and subsequent approval of the application by the Committee, the applicant shall be entitled to the use of the facilities and amenities of the Club for thirty (30) days.
- (c) Members including such applicants as referred to in clause 4.1(b) shall be bound by the rules.



- (d) Guests: Members shall have the privilege of introducing guests who shall be allowed to play, but not to the exclusion of a Member. A playing guest may not be introduced to the Club on more than two (2) occasions during the month or in total more than eight (8) times during the course of a year without the express permission of the committee. Members inviting such guests shall enter the name of the guest in the "Visitors Book" and shall be responsible for the payment of the current visitors' fee.
- (e) The Committee may propose Members for life membership, such Members to be put forward at the Annual General Meeting. Life Members will be free from Subscription Fees in recognition of their services to the Club.
- (f) Signage of the ETC application of membership form provides the consent and approval to use member images, footage across social media platforms, newsletters, pamphlets. Exceptions can be addressed and liaised with the Club Secretary directly.

In addition, when you enter the Edgemean Tennis Club grounds, you enter an area where photography, audio, and video recording may occur. By entering the premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, advertising, inclusion on websites, social media, or any other purpose by ETC and its affiliates and representatives. Images, photos and/or videos may be used to promote similar ETC events in the future, highlight the event and exhibit the capabilities of ETC.

You release ETC and each/ all persons involved from any liability connected with the taking, recording, digitising, or publication and use of interviews, photographs, computer images, video and/or sound recordings.

By entering the premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by ETC or the person or entity designated to do so by ETC.

4.2. Membership shall terminate:

- (a) Upon receipt by the Secretary of the resignation in writing by the relevant Member;



- (b) Upon the decision of the Committee pursuant to the procedure prescribed in the Rules, that the conduct of a Member has been adjudged by the Committee to be prejudicial to the best interests and/or reputation of the Club;
- (c) On 31 August of the relevant year unless renewed prior to 1 September of the relevant year by payment of the Membership Fees.

4.3. The following categories of membership shall exist:

(a) Senior Member

Any person over eighteen (18) years of age.

(b) Junior Member

Any person under eighteen (18) years of age.

(c) Temporary Membership

Temporary membership shall be conferred by the Committee on such persons whom the Committee, in its sole discretion, determines to be a temporary resident in Edgemean, Monte Vista and surrounding areas; provided that such membership shall not exceed a period of three (3) months from date of approval by the Committee of an application by such person in the prescribed form; provided further that such person shall pay Entry Fee and Subscription Fee proportionate to the full Entry Fee and Subscription Fee payable for that year, as well as the full Capitation fee.

5. MEMBERSHIP FEES

- 5.1. The Membership Fees and Visitors Fees shall be determined by the senior Members at the Annual General Meeting and shall be payable for the Membership Year concerned.
- 5.2. Membership Fees shall be payable in advance by 1 September of the relevant Membership Year and shall not be refundable in the event of termination of membership, however caused.
- 5.3. Any person applying for membership after the commencement of the relevant Membership Year shall pay an Entry Fee and Subscription Fee proportionate to the unexpired period of that Membership Year as well as the full Capitation Fee for that Membership Year.

6. FINANCIAL YEAR

The Club's financial year shall commence on 1 April of the relevant year and terminate on 31 March of the following year.



7. EXECUTIVE COMMITTEE AND PROCEDURES

7.1. Executive Committee

- (a) The full control and management of all activities, business and operations of the Club shall vest in the Executive Committee of not fewer than seven (7) Members who shall be elected by the Members at the Annual General Meeting. The executive Committee shall consist of :
- (i) The Chairperson;
 - (ii) The Secretary;
 - (iii) The Treasurer;
 - (iv) The Men's Captain;
 - (v) The Ladies Captain;
 - (vi) Two (2) additional members ("members in the context of this clause shall mean members of the Executive Committee).
- (b) Five (5) members shall form a quorum at any meeting of the Executive Committee.
- (c) The Chairperson or, in his/her absence, the Secretary shall conduct any meetings of the Executive Committee.
- (d) The Executive Committee shall hold a minimum of six (6) meetings for the period for which that Executive Committee has been elected.
- (e) Minutes shall be kept in a proper manner at each meeting of the Executive Committee.
- (f) Each member of the Executive Committee shall have a vote at such meetings.
- (g) A member shall vacate his/her seat upon:
- (i) Resignation from the executive Committee;
 - (ii) Failing to qualify as a Member of the club;
 - (iii) Being absent without leave for three (3) consecutive meetings of the Executive Committee.

7.2. Powers Of The Executive Committee

- (a) To regulate and control the financial affairs of the Club by:
- (i) Opening banking and savings accounts and designating members such as signatories in connection therewith;
 - (ii) Causing such deposits and withdrawals from such accounts as may be necessary from time to time to transact the business of managing the affair of the Club; provided that no withdrawals may be made otherwise than by cheque signed by any two (2) of the following signatories: chairperson, secretary or treasurer;
 - (iii) Keeping proper records of all transactions.



- (b) To maintain an up-to-date list of Members and any such other records as may be needed to ensure the proper management of the Club.
- (c) To co-opt any member of the Committee to fill any vacancies that may occur in the Committee between Annual general Meetings.
- (d) To represent the Club where and whenever necessary.
- (e) To amend such Rules or frame such new Rules as may be considered necessary, provided that such amendment or new Rules are not inconsistent with the Constitution, provided further that the Rules shall cover such matters as playing rules, acceptable court dress, time of play, order of play, control of tennis balls, team practices, selection of teams and the Rules shall be displayed on the Club's notice board at all times. The interpretation of the Rules by the Committee shall bind all members.
- (f) To approve applications for membership.
- (g) To insure the Club's property against such perils as the Committee may consider necessary.
- (h) To hold disciplinary hearings where the conduct of any Member has been perceived to be prejudicial to the best interest or reputation of the Club and to terminate the membership of such Member in accordance with such procedure as the Committee may choose to adopt.
- (i) To affiliate the Club to the Goodwood Sports Federation or any such other body of which affiliation may prove advantageous to the Club.
- (j) To convene the Annual General Meeting and Special general Meetings of the club in terms of the Constitution.

8. ANNUAL GENERAL MEETING

- 8.1. An annual General meeting of the Members shall be convened by the Committee not later than 31 May each year. The business to be transacted shall be to :
- (a) Receive and consider the chairperson's annual report and financial statements for the financial year;
 - (b) Elect the Executive Committee;
 - (c) Appoint an auditor;
 - (d) Consider any valid motion or other matters raised and resolve up a course of action if required.
- 8.2. At least twenty-one (21) days' notice in writing of the time, day and place fixed for the holding of the meeting shall be prominently displayed on the Club's notice board.
- 8.3. Motions to be considered at the Annual General Meeting shall be lodged in writing with the secretary at least ten (10) days before such meeting and the secretary shall display such motions on the Club's notice board at least seven (7) days before such meeting.



8.4. Fifteen (15) Members shall form a quorum at an Annual General Meeting. If such a quorum is not present within thirty (30) minutes of the fixed time of the meeting, it shall be adjourned to the same day and time of the following week. At the adjourned meeting those Members present will, irrespective of number, form a quorum.

8.5. The chairperson of the outgoing Committee shall act as chairperson.

8.6. The chairperson shall have the discretion whether any vote should be by show of hands or by ballot, except where more than two-thirds (2/3) of Members present request a particular method which will be applied.

9. SPECIAL GENERAL MEETING

9.1. The Committee may at any time and shall, upon receipt of a petition signed by not fewer than fifteen (15) Members, convene a Special General meeting. The same notice of such meeting as in the case of an Annual General Meeting shall be given.

9.2. The notice convening such a meeting shall stipulate such matters as are intended to be considered at such a meeting. Only such matters as are stipulated in such notice shall be considered at such a meeting.

9.3. Fifteen (15) Members shall form a quorum at a Special General Meeting. If such a quorum is not present within thirty (30) minutes of the fixed time of the meeting, it shall be adjourned to the same day and time of the following week. At the adjourned meeting those Members present will form a quorum irrespective of number.

10. VOTING RIGHTS OF MEMBERS

Only senior Members shall have the right to vote at any Annual General Meeting or Special General Meeting.

11. DAMAGE TO CLUB PROPERTY

A Member causing damage or destruction to the Club's property shall be liable for the cost of repairing or reinstating such property as the Committee may direct.

12. PERSONAL INJURIES AND DAMAGE TO MEMBERS OR THEIR PROPERTY

12.1. The Club shall not be liable for compensating any Members in respect of any personal injuries sustained while on the Club's premises, howsoever caused or sustained, and every Member is deemed to have indemnified the Club against such liability.

12.2. The Club shall not be liable for compensating any Member in respect of any damage to or theft of such member's property while on the Club's premises howsoever caused, and every member is deemed to have indemnified the Club against such liability.



12.3. Such indemnity shall apply from the date a prospective Member or in the case of a minor, his/her parent or guardian, signs the application form to become a Member.

13. AMENDMENTS TO THE CONSTITUTION

- 13.1. Amendments to the Constitution shall require a two-thirds (2/3) majority of Members present and entitled to vote at an Annual General Meeting or Special General Meeting of the club, as the case may be.
- 13.2. Notice of the proposed amendment to the constitution of the Club shall be given by a Member in writing to the Secretary at least fourteen (14) days before an Annual General Meeting or Special General Meeting.
- 13.3. Such proposed amendments to the constitution shall be posted to Members with the notice convening such Annual General Meeting or Special General Meeting.
- 13.4. The Committee shall advise Members in writing within two (2) months of any amendments to the constitution adopted at such annual General Meeting or Special General Meeting.

14. ASSETS

The assets, property and revenue of the Club are vested in the Club and in any action between the Club and a Member, such Member shall not be entitled to plead partnership.

15. INDEMNITY

The Committee, its office bearers and/or any employee of the club are hereby indemnified by the Club against all loss, damage, expense, claim and/or costs which they or any of them may be put to in the bona fide exercise and discharge by them of the powers conferred and duties imposed upon them by the constitution and/or arising there from.

16. LIQUIDATION / DISSOLUTION

The Club may be wound up by the resolution of not less than three-quarters (3/4) of the votes of Members present at a Special General Meeting of the Club, of which at least thirty (30) days' notice has been given as herein before provided, to every Member of the Club, and at which meeting at least one-half (1/2) of the Members of the Club are present. Provided that should the requisite number of Members not be present at any meeting duly convened for the purpose of this rule, such meeting shall be adjourned for fourteen (14) days, and due notice of the adjournment shall be given to each Member, which notice shall state the business which shall be transacted at such adjourned meeting; and should the requisite number of Members not be present at such adjourned meeting the Members present thereat may proceed to transact the business of the meeting; and any resolution passed at such adjourned meeting shall be as valid as if passed by the majority provided in this rule.



Except so far as the Special General Meeting may otherwise determine, the Committee for the time being shall be the liquidators of the Club, and they may delegate their power to another person or other persons if they think fit to do so.

The liquidators may dispose of the assets of the Club as may be preferable in their entire discretion, and the proceeds from the disposal of such assets or the amounts realised upon such liquidation, after payment of the just debts of the Club, shall not be distributed amongst the Members of the Club but shall be paid to the controlling body of tennis in South Africa. Such funds to be specified by use for that controlling body for the development of tennis or, if the Committee so instructs, such funds to be awarded to a registered charitable institution or institutions as the controlling body may see fit.

17. PRIVACY OF DATA / POPIA

In terms of section 69 of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), the processing of personal information of a data subject (the person to whom personal information relates) for the purpose of direct marketing by means of any form of electronic communication, including automatic calling machines, facsimile machines, SMSs or e-mail is prohibited unless written consent to the processing is given by the data subject. You may only be approached once for your consent by this responsible party.

2. "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.

3. "Personal information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;



- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.