

QUAGGASKLOOF WATERSKI CLUB EST 1988

CONSTITUTION

Dated January 1998, revised and updated September 2003, October 2006,
September 2013, June 2016 and March 2022

1. NAME

The name of the club is QUAGGASKLOOF WATERSKI CLUB and the headquarters shall be situated at the Kwaggaskloof Dam, Farm 493, Worcester.

2. PURPOSE

The Club's primary objective is the promotion of water activities such as boating, waterskiing in its broader form, jetskiing and fresh water fishing to its members and the broader community. The Club also aims to promote the protection of all the natural resources within its ambit, i.e. water and indigenous fauna and flora.

3. MEMBERSHIP

3.1 APPLICATION FOR MEMBERSHIP

- 3.1.1** Any person wishing to become a member of the Club must apply by submitting an application for membership in the prescribed form.
- 3.1.2** Two ID size photographs of the applicant as well as the necessary entry and membership fees must accompany the application form.
- 3.1.3** If such application for membership is refused, the applicant shall be fully refunded.
- 3.1.4** The application form must be completed in full and will only be assessed by the Committee at Committee Meetings.

3.2 MEMBERSHIP TYPES

3.2.1 Life Member

A member for life will become such on payment of the prescribed once-off life membership fee.

Life membership lasts for the member's and/or life partner's life. Life members qualify to acquire occupancy rights, subject to availability.

No new life members will be permitted.

3.2.2 Premier Member

A premier member will become such on payment of the prescribed ten-year membership fee.

Premier membership lasts for a period of 10 years.

Premier members qualify to acquire occupancy rights, subject to availability.

3.2.3 Annual Member

An annual member will become such on payment of the prescribed annual membership fee.

Annual membership lasts for a period of 12 months.

Annual members do not qualify to acquire any occupancy rights.

3.2.4 Special Member

(i) Honorary Member

During a Meeting of Members any person may be chosen as an honorary member for a limited period if two thirds of the members present vote accordingly.

(ii) Founder Member

Members who have joined the Club during the first year of formation, i.e. March 1988 to 29 February 1989.

3.3 MEMBERSHIP CONDITIONS

3.3.1 A membership is for the member and/or the life partner of such member.

3.3.2 Membership is not transferable.

3.3.3 Members, their life partners, and both parties' parents and/or children gain free access to the Club.

3.3.4 A member is entitled to 2 (two) votes at a Meeting of Members (Annual General Meeting or Special General Meeting).

3.3.5 All entrants to the Club and Club grounds, including members and all those covered under a membership and their visitors, shall at all times be bound by the Constitution and Rules of the Club, as well as other general rules which are agreed by the Committee from time to time and communicated to the members. This includes, but is not limited to, the lease agreement with the department of Water Affairs as well as the relevant clauses in the Government Gazette.

3.4 RESIGNATIONS

Resignations of membership must be made in writing to the Secretary of the Club.

3.5 ADMISSION FEES AND SUBSCRIPTIONS

3.5.1 Membership fees, subscriptions and levies ("**fees**") are due on 01 July every year.

3.5.2 Admission Fees and Fees will be determined by the Committee on an annual basis and the Committee undertake that no such increase will exceed 8% at any time unless it is in terms of 3.5.3 below.

3.5.3 Should the Committee wish to increase the fees in excess of 8% the final decision will have to be taken at a Meeting of Members.

3.5.4 Failure by a member to make payment of his/her fees will be dealt with in terms of the Disciplinary Code, clause 5, below.

3.6 GUESTS

3.6.1 Members may bring guests to the Club and will be responsible for their behaviour, payment of their fees, and their adherence to the Club rules.

3.6.2 All members' guests (excluding the parents and children of the member and his/her life partner) must pay the prescribed daily fee,

or they must present a visitors voucher for entry to cover each 24 hour period of presence at the Club.

- 3.6.3** Guests of members are allowed access to the Club at no charge from Monday to Thursday out of season (1 June to 31 August).

3.7 THE RIGHT TO VOTE

- 3.7.1** All membership types have full voting rights.

- 3.7.2** If a member's fees are fully paid up, such a member will have two voting rights.

A member's voting rights shall be forfeited in their entirety where a member's total outstanding account (this includes all amounts owing to the Quaggaskloof Waterski Club, including but not limited to membership fees, subscriptions, annual and other levies, Club house accounts, electricity accounts, etc), is more than 30 (thirty) days outstanding at the time of voting.

- 3.7.3** Should a paid up membership be suspended by the Committee as a result of disciplinary action, this member will forfeit his/her voting rights.

4. DAY VISITORS

- 4.1** Day visitors to the Club can gain entry to the Club for one day on payment of the prescribed daily visitor's fee or with a visitor's voucher as provided for in clause 4.3 below.

- 4.2** All day visitors as well as any person entering the Club, for whom the payment of a daily fee has been waived by the Committee to facilitate a specific event, shall at all times be bound by the Constitution and Rules of the Club, as well as other general rules which are agreed by the Committee from time to time. This includes, but is not limited to, the lease agreement with the department of Water Affairs as well as the relevant clauses in the Government Gazette.

4.3 Visitor's Vouchers:

- 4.3.1** Vouchers can be purchased at the Club office at Quaggaskloof at the prescribed fee.

4.3.2 Visitor's vouchers are valid for entry for a period of 24 hours only.

4.3.3 A Visitor's voucher does not include a fee for a watercraft of any kind, caravan/trailers or caravan/camping sites, all of which incur an additional fee.

4.3.4 Guests of members gaining access via visitor's vouchers are the responsibility of the Member, who will be held responsible for guests' behaviour and adherence to Club rules.

4.3.5 Should no voucher be left at the gate for a guest, the full admission price will be charged.

4.4 The Club's gates operate from 07h00 to 19h00. Day visitors who therefore have not paid for, and are not using any overnight facility, must ensure that all their water crafts have been taken off the water by 18h00 and that they vacate the premises by 19h00.

Members must accompany their guests to the gate where they leave the premises after 19h00.

5. DISCIPLINARY CODE

5.1 GENERAL

All Disciplinary matters of the Club will be dealt with by the Committee in the first instance and if appointed, a Disciplinary Committee. All members of the Club agree to fully comply with the code of conduct as contained in this clause 5, and to be bound by the terms as noted hereunder.

Disciplinary action against Club members, including cancellation of membership, may be taken for offences of misconduct or breach of Club's rules. However, it is recognised and accepted that every member:

- (a) Has the right to expect fair and consistent treatment
- (b) Has the right to adequate notice from the Club
- (c) Has the right to appeal against the Committee's judgement or Disciplinary Committee's decision in all disciplinary matters.
- (d) Has the right to representation.

- (e) No membership will be cancelled for the first breach of Club's rules except in cases of "gross misconduct". However, all disciplinary actions taken by the Club will be duly recorded and placed on file for reference at a future date.

5.2 OFFENCES LEADING TO DISCIPLINARY ACTION

The actions noted hereunder by members and/or any person while on the premises of the Quaggaskloof Waterski Club, or while on the dam having gained access to the dam via the Quaggaskloof Waterski Club, may be interpreted by the Committee to fall within this code. However, the lists are not to be considered as fully exhaustive or covering all possible offences.

5.2.1 "*Misconduct*" is the carrying out of an offence considered to be of a minor nature (unless frequently repeated) and will normally result in a written warning from the Committee together with a demand for full and appropriate corrective action. Examples of offences that may be considered misconduct include: -

- 5.2.1.1** Discourteous, crude or offensive behaviour on the Club grounds or at Club events;
- 5.2.1.2** Conduct of an unsafe nature;
- 5.2.1.3** Offensive disregard for equipment or property;
- 5.2.1.4** Refusal to carry out reasonable instructions issued by the Committee;
- 5.2.1.5** Failure to comply with or adhere to the relevant code of conduct for their position within the Club;
- 5.2.1.6** Breach of water safety regulations;
- 5.2.1.7** Failure by a member to make payment of the prescribed fees within 30 days after demand for such payment was issued to the member;
- 5.2.1.8** Any other actions of a similar nature and gravity to the above at the discretion of the Committee.

Repetition of the above offences or failure to comply with any demands made in writing by the Committee will result in the offence being regarded as “Serious Misconduct” as set out below and may result in further action by the Committee involving a disciplinary hearing.

5.2.2 “*Serious Misconduct*” is the carrying out of an offence of such gravity that in the opinion of the Committee, it warrants a Club Disciplinary hearing. Examples of offences, which may be considered as serious misconduct include: -

5.2.2.1 Misconduct offences as listed in 5.2.1.1 to 5.2.1.7 above if especially grave or repeated;

5.2.2.2 Deliberate or consistent breaches of Club rules;

5.2.2.3 Theft or misappropriation;

5.2.2.4 Use of threatening or abusive behaviour;

5.2.2.5 Malicious interference with equipment or property;

5.2.2.6 Disregard for one’s own or other people’s safety;

5.2.2.7 Any other action which in the opinion of the Committee may bring water sports or this Club into disrepute, or which if left unpunished, may result in the detriment of the Club or its members.

5.2.3 “*Gross Misconduct*” is action of such seriousness that the Committee will require the immediate cancellation of the alleged offender’s membership. The Committee may summarily suspend such an alleged offender’s membership without invoking a disciplinary hearing. The suspended member will have a right to a disciplinary hearing as soon as this can be arranged but will remain expelled from the Club until and unless such a hearing overturns the Committee’s decision. Examples of gross misconduct are: -

5.2.3.1 Serious Misconduct offences as listed in 5.2.2.1 to 5.2.2.7 above if especially grave or repeated;

- 5.2.3.2** Physical violence of assault towards other persons at the Club or at a Club event or related activity, including serious threatening, intimidating or forceful behaviour;
- 5.2.3.3** Reckless disregard of safety and basic safety rules;
- 5.2.3.4** Being convicted of criminal offences involving physical violence or abuse;
- 5.2.3.5** Other acts that are considered to be of an extremely serious nature perpetrated against the Club, its members or any other party.

5.3 DISCIPLINARY PROCEDURE

- 5.3.1** On receipt of a written complaint from a member or any other party, the Committee will decide whether the complaint falls within the scope of this disciplinary code. If in their opinion, it does, then the Committee will decide as to the type of offence as per clause 5.2 above.
- 5.3.2** If the offence is considered to be one of simple misconduct as per Clause 5.2.1 above, the Club Secretary will write to the alleged offender with a formal written warning including the demand for an apology or other corrective action the Committee may deem appropriate. The Committee will also attempt to obtain approval for their actions from the complainant.
- 5.3.3** A disciplinary file will be opened by the Committee into which will be placed copies and records of the original complaint, together with the written warning and any other correspondence.
- 5.3.4** The action outlined above will normally finalise the process unless any of the parties involved object strongly to the Committee's decision in which case they may call for an appeal in terms of clause 5.6 below.
- 5.3.5** Should the complaint be considered by the Committee as one of serious misconduct as per Clause 5.2.2 above, then the following procedure will be implemented: -

- 5.3.5.1** The Committee will appoint an Investigating Officer, who will research evidence presented and, if possible, will obtain further written evidence, witness statements, etc.
- 5.3.5.2** If necessary the Investigating Officer will consult all relevant witnesses for supportive evidence. The Investigating Officer must advise the complainant or other witnesses that if a disciplinary hearing is called, then the complainant and all relevant witnesses will be obliged to attend the hearing and give evidence. Non-attendance will only be allowed in extenuating circumstances and in such circumstances a sworn declaration must be submitted to the Committee.
- 5.3.5.3** The Committee will contact the alleged offender to advise him/her of the official complaint and request him/her to submit a written statement of events.
- 5.3.5.4** In cases of disputes of a personal nature, the Committee will attempt to resolve the situation as amicably and to the mutual satisfaction of all the parties concerned.
- 5.3.5.5** If settlement cannot be reached between the parties, or if the offence merits it, then a disciplinary hearing will be arranged as soon as possible.
- 5.3.5.6** The Committee must contact the Club's Legal Advisor if required and supply copies of all evidence.
- 5.3.5.7** The Committee shall notify all parties as to the hearing date at least 30 days prior to such date and ensure that the parties have all relevant copies of paperwork in good time prior to the hearing.

5.4 DISCIPLINARY HEARING

- 5.4.1** The Club's Secretary will take charge of the hearing and all questions will be addressed through the Secretary.
- 5.4.2** A Disciplinary Committee will be appointed which will consist of:
 - 1. The Club President
 - 2. Two members of the Committee

5.4.3 The Investigating Officer will act as the case presenter for the Club.

5.4.4 All witnesses are to be interviewed and all written evidence will be reviewed at the hearing. No witnesses or statements can be introduced at the hearing without prior notice and copies of all written evidence having been produced and made available to the parties in advance and with sufficient time for such parties to consider the evidence prior to the hearing.

5.4.5 The Disciplinary Committee may adjourn the hearing to allow further evidence to be referred to it if the Disciplinary Committee considers it fair to do so.

5.4.6 After the Disciplinary Committee has reached a decision, the subject of the complaint is to be notified in writing of such a decision and informed of any penalties within 7 days of the decision being reached; penalties will be effective from the date of the decision.

5.5 PENALTIES

Following the hearing, the Disciplinary Committee will apply such penalties as the Disciplinary Committee considers appropriate, including but not limited to a fine, temporary suspension of membership, cancellation of membership and/or expulsion of the offender from the Club. Such penalties will have immediate effect, notwithstanding the possibility of an appeal in accordance with clause 5.6 hereunder.

If membership is cancelled such a member shall have a 6 month period in which to sell his/her occupation rights to the property found on the site allocated to such member. The property must be sold to a member of the Club. Any interested purchaser, if not a member of the Club, must therefore apply to and be accepted, by the Club, as a member prior to the conclusion of the sale agreement.

If the property is not sold within the 6 month period after cancellation of membership, the Club will take possession of and sell the property on the ex-member's behalf. Proceeds will be paid to the ex-member after settlement of any outstanding accounts with the Club.

5.6 APPEALS

- 5.6.1** If an appeal of the decision or penalty is to be made, written notice of appeal must be delivered to the Club Secretary by the given offender within 28 days of being notified of the decision. No appeal will be valid or considered after that period has elapsed. The offender must give full written grounds for the appeal, stating exactly what is being appealed against and the reasons for this.
- 5.6.2** An appeal hearing will be convened as soon as possible and will consist of an Appeal Committee of 3 Members of the Committee, who did not participate in the first hearing.
- 5.6.3** The Appeal Committee shall select the presiding officer, however, the offender shall be entitled to call for an independent arbitrator appointed by the Arbitration Foundation of Southern Africa ("AFSA"), to act as the presiding officer in the Appeal hearing.
- 5.6.4** New evidence cannot be presented at the appeal hearing. The Appeal Committee shall have the power to amend or revoke any decision made at the previous disciplinary hearing.
- 5.6.5** The decision of the Appeal Committee is final and binding on the parties and not subject to further appeal.
- 5.6.6** Should the offender elect for an independent arbitrator to act as the presiding officer in the Appeal hearing, then such an arbitrator's decision is final and binding on all parties and shall not be subject to further appeal. An arbitrator must make an order for costs which order shall also be final and binding.

6. MEETING OF MEMBERS

- 6.1** The highest authority in the Club resides in the Meeting of Members. A Meeting of Members is either an Annual General Meeting or a Special General Meeting.
- 6.2** Notification of a Meeting of Members must take place at least 14 days before the meeting by written notification per email to each voting member.

6.3 A quorum at a Meeting of Members shall be one half (50%) of the total voting rights, calculated according to the number of such voting rights held by the members present at the said meeting, in person or by proxy.

6.4 If, within 30 (thirty) minutes after the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the following week, at the same time and place or, if that day is a public holiday, to the next succeeding Business Day and if at such adjourned meeting a quorum is not present within 30 (thirty) minutes after the time appointed for the said meeting, the members present shall, subject to the provisions of the Act, constitute a quorum. Only the matters set out in the agenda of the original meeting at which a quorum was not present may be discussed and resolved at any adjourned meeting.

6.5 The Chairman of every Meeting of Members shall be the Commodore or, in his absence, the Vice-Commodore. If none of these members are present, the Committee present shall choose a voting member as Chairman of that specific meeting.

6.6 At a Meeting of Members, all decisions are made by a majority vote. The voting shall take place by a show of hands, unless written votes are requested by at least 5 voting members.

6.7 Each paid-up membership has two votes. In the event of a hung vote, the Chairman shall have an additional deciding vote.

6.8 ANNUAL GENERAL MEETING

An Annual General Meeting of the Club will be held before the end of October every year with at least the following agenda:

- i) An Annual Report by the Commodore;
- ii) The considering and acceptance of the Balance Sheet and Accounts of the previous financial year;
- iii) Election of the President (every second year);
- iv) Election of Honorary Members (if any);
- v) Election of Committee, consisting of eight members as described in clause 9;
- vi) Revision of admission fees and Annual Subscriptions;

6.9 SPECIAL GENERAL MEETING

- 6.9.1** The Committee is obligated to call a Special General Meeting if the Secretary is requested to do so (in writing), by at least 12 voting members.

The Committee may call a Meeting of Members at any time, by giving 14 days written notice of such meeting.

7. ACCOUNTS AND AUDITS

- 7.1** The Committee will see that the books involving the financial matters of the Club are properly kept.
- 7.2** The funds of the Club will be deposited into the accounts with Banks/Building Societies/Financial Institutions in the name of the Club as decided upon by the Committee members from time to time. Such accounts will require the signatures of any two of the Commodore, the Vice-Commodore or the Treasurer serving on the Committee at that time.
- 7.3** The Club's financial year-end is 30 June and the annual subscriptions shall be paid accordingly. At the end of each financial year the Committee shall see that the Club's accounts are reviewed by a person registered and authorised to do so, appointed by the Committee. This person may not be a member of the Committee, unless otherwise approved. The Committee will further ensure that the financial statements are made available to members in a format that confirms with the prevailing accounting standards and disclosures.
- 7.4** Prohibition on distributions of the Club's funds to any person, whether directly or indirectly, in accordance with section 30A(2)(a)(ii) of the Income Tax Act No. 58 of 1962, as amended (hereinafter referred to as "the Income Tax Act").
- 7.5** Requirement for the Club to distribute any remaining assets on dissolution, to any other approved recreational club or Public Benefit Organization (PBO), in terms of section 30A(2)(a)(iii) of the Income Tax Act.
- 7.6** Prescribing that, should any person who is in a fiduciary capacity responsible for the management and control of the income and assets of the Club, intentionally fail to observe any provision of section 30A of the Income Tax Act, such person will be guilty of an offence and on conviction liable to a fine or to imprisonment for a period not exceeding 2 (two) years, in accordance with section 30A(9) of the Income Tax Act.

8. PRESIDENT

A President will be chosen for a period of two years at Annual General Meetings. If the Committee is, at any stage, unable to function for whatever reason, or any of the Committee does not conform to the prescriptions of the Constitution, the President shall be entitled to call a Special General Meeting and shall act as Chairman at such Meeting.

The President-elect should be available for a period of two years.

9. COMMITTEE

9.1 The general matters of the Club are controlled by the Committee.

9.2 The Committee shall consist of no more than 8 members: -

- i) President
- ii) Commodore
- iii) Vice-Commodore
- iv) Treasurer
- v) Secretary
- vi) Three additional members

9.3 The Committee may fill vacancies within itself, by the election of new members. The Committee must consist of at least five members of which one will be the President.

9.4 The President must be advised of and may attend Executive and Committee meetings where he/she will have voting rights.

9.5 A member will only be elected to the Committee if they are present at the election, unless a written agreement from the candidate to stand for election is in possession of the Chairman of the meeting.

9.6 The Executive Committee will consist of the President, Commodore, the Vice-Commodore, the Secretary and the Treasurer. The Commodore, or in his absence, the Vice-Commodore, shall Chair the Executive Committee meetings. The minutes of the Executive Committee shall be tabled at the next Committee meeting for ratification, changes or rejection by the Committee. The Executive Committee shall take action on very urgent matters.

9.7 The Committee may co-opt members onto sub-committees to perform specific tasks.

9.8 The Committee must meet regularly, at least 6 times per year.

9.9 The Secretary will record all decisions made at meetings in a minute book and the minutes of every meeting will be confirmed at the following meeting.

9.10 Five members will form a quorum at Committee Meetings.

9.11 The Chairman shall have a normal as well as a deciding vote, where necessary. The Chairman at Committee meetings shall be as described in clause 6.5 above.

Any Committee Member who misses three consecutive meetings shall automatically lose his/her Committee membership, unless reasonable grounds for his/her absence have been presented to the Committee.

9.12 The Committee shall handle the general matters of the Club and has the following rights:

- i) To make decisions on behalf of the Club, except where such a decision requires a Meeting of Members to approve it.
- ii) To lay down the rules for the orderly functioning of the Club.
- iii) To undertake Disciplinary procedures as set out in clause 5 above.
- iv) To appoint employees of the Club and determine their salaries / working package.
- v) To approve the membership of the Club from time to time as agreed upon.
- vi) To handle the expenditure of the Club. Any capital investment greater than R100,000.00 shall require the authorization of the general membership by holding a General Meeting, or by written request sent to all members. If no written objections are received within seven days, it will be taken that members have accepted the proposal and that the purchase may take place. Exception to this ruling include water pumps and items purchased for the provision of electrical power.
- vii) All decisions made and all debts incurred by the Committee and its members in the **bona fide** execution of their duties will be taken as done on behalf of the Club as a whole.

10. TRUSTEES

The trustees of the Club are the Commodore, the Treasurer, and the Secretary at the time and if any of the posts are vacant, then the President at

the time will assume the post. All assets of the Club, movable and immovable will settle on the Trustees for the benefit of and in Trust for the Club. The Trustees shall act as representatives of the Club in any Court Action against the Club and shall have the right to a sign power of attorney on behalf of the Club. The Trustees may obtain, sell or bond property on behalf of the Club if properly assigned to do so by a General Meeting.

11. LOANS

The Trustees of the Club may, if authorised to do so by a two-thirds majority of members voting at a Special General Meeting, borrow money, for which they may pledge as collateral, movable or immovable assets of the Club. All documents for loans shall be signed by the Trustees of the Club, on behalf of the Club.

12. OBTAINING AND DISPOSAL OF IMMOVABLE PROPERTY

The Trustees of the Club shall have the right to undertake the following with respect to immovable property: purchase, rent, hire, receive as a gift, inherit, or obtain in any way, to sell, donate, rent out, exchange, to tax, sub-divide or estrange, if empowered thereto by a two-thirds majority of members present at a General Meeting of the Club. All immovable property obtained by the Club shall be registered in the name of the "The Quaggaskloof Water-Ski Club".

13. CHANGES TO THE CONSTITUTION

Changes to the Constitution must be approved by the membership via one of the following methods:

- (a) By two thirds of voting members present at a Meeting of Members.
- (b) By notification to all members via email. If, after 14 days of sending such notice, objections are not received by more than two thirds of the members, the proposed changes will be taken as approved.