

**THEWATERSKLOOF**  
COUNTRY ESTATE - GOLF CLUB



## **THEWATERSKLOOF GOLF CLUB GOVERNANCE DOCUMENT**

### **1. Name:**

The Association governed under this document shall be called the Theewaterskloof Golf Club (the **Golf Club**)

### **2. Definitions:**

In this document, unless the contrary meaning is clear:

2.1 A reference to the masculine shall include the feminine gender

2.2 The singular shall include the plural and vice versa

2.3 **Golf Club** means the association governed under this document

2.4 The **Board** refers to the directors appointed to manage the affairs of the Golf Club.

2.5 **Management** refers to the General Manager and the senior operational staff.

2.6 **General Manager** is the person appointed by Homeowners Association Executive Committee to manage the Estate and the Golf Club.

2.7 **Notice boards** are the attached structures in the clubhouse for notice purposes.

2.8 **Golf Representatives** are the golf members elected as per this document to represent the golfers of the Theewaterskloof Golf Club.

2.9 **Domestic Rules** refer to the attached set of golf rules.

2.10 **Member** includes both male and female and shall mean a person in any membership category

2.11 **Full member** is a member as defined in 4.1, 4.2 and 4.8 of this document.

2.12 The **Financial year**-end of the Golf Club is 30 September.

2.13 In case of doubt as to the meaning of any clause in this document or any rule made in terms of this document, the interpretation of the Board shall be binding upon the members until such time as the members in a General Meeting may otherwise determine.

### **3. Rights, Liabilities and Indemnities:**

3.1. Membership of the Golf Club does not and shall not give any member a right, title, interest, claim or demand to any of the monies, property or assets of the Golf Club, but only confers upon such member: the right to and privilege of entering in and upon the grounds and erections of the Golf Club, and to use and enjoy the facilities of the Golf Club in accordance with the purpose for which it is intended and subject to such restrictions and changes as the Golf Representatives, from time to time, impose and be approved by the Board and subject to this document and rules of the Golf Club from time to time.

3.2. The individual members shall not be liable for the debts, contractual obligations or any other liabilities of the Golf Club and their liability shall be limited solely to the amount due by them in respect of their outstanding subscriptions or other monies payable in terms of this governance document and these rules.

3.3. Should the Homeowners Association at any time decide to discontinue the operation of the Golf Club, then the members of the Golf Club will have the option to continue as a golf club in terms of a lease agreement to be negotiated with the Homeowners association. In such event all assets will remain the property of the Golf Club.

3.4. The Club may be dissolved by a decision of no less than seventy-five percent of members eligible to vote at a properly constituted General Meeting of the Club, which has been convened in accordance with the requirements of this Governance Document, and with specific reference to the objective of dissolving the club. With the acceptance of such decision to dissolve the Club, a liquidator shall be appointed by the above-mentioned General Meeting. Such liquidator shall convert all the Club's assets into cash and appropriate the money in the following manner:

- a. Settle all the debts and liabilities of the Club, including the costs of the liquidator.
- b. The balance of the monies, after all the obligations have been met, shall be donated to a club or association whose objectives are similar to that of the Club.

3.5. The members of the board and/or the golf representatives are hereby indemnified by the Golf Club against any losses or expenses incurred as a result of their negligence or omission in the scope of their duties in terms of this document.

3.6. The course will be maintained in a similar or better condition as at the acceptance of this Governance Document in September 2012. The course must always compare favourable with other nine hole courses in the Boland area by being rated in the top quartile when independent ratings are published.

#### **4. Membership:**

Membership of the Golf Club shall be determined by the board and will comprise the following classes of membership

4.1. Owner member – members that have effective ownership of property on the estate and have joined the Golf Club. This includes spouses and dependants.

4.2. Non-owner member – members who do not own property on the estate but have joined the Golf Club.

4.3. Country member – a member who resides more than 30 kilometers from the club and is a full playing member at another Golf Club within the jurisdiction of the South African Golf Association (SAGA).

4.4. Charitable member – a person who has been a member in one of the former categories for more than 5 years, has retired, is older than 60 years and will be unable to remain a member due to financial constraints. Such member can apply in writing to the Board for charitable membership. The annual subscriptions shall be 50% of the subscription payable by a playing member as defined in clause 4.1 and 4.2.

4.5. Student member – a person that is a full time student at a tertiary institute, younger than 25 years old.

4.6. Junior member- a person who has not yet turned 19 on the first day of the financial year of the club.

4.7. Honorary member – a person who holds a special public or other position or who has conferred a special benefit upon the club, for such period and subject to such conditions as the Board of Directors may determine.

4.8. Honorary Life Member – A person who, in recognition of services rendered to the club and has, on recommendation of the Board of Directors, been elected an honorary life member, shall be entitled to the privileges of members without payment of subscription; provided that the number of such members shall be limited to three at any one time.

4.9. The Board may, upon written application by a member, change a member's membership to a suitable category of membership as it deems fit.

#### **5. Membership Number Limitations:**

5.1. The number of members shall not exceed such number as the Board may, from time to time, decide upon.

5.2. The Board shall be empowered to institute a waiting list of all persons applying for membership of the Golf Club.

## **6. Privileges of members:**

Members shall be entitled to the use of the facilities of the Golf Club, subject to any restrictions imposed by the Board and the rules of the Estate.

## **7. Admission of members:**

7.1. The owner of a stand on the Estate shall automatically qualify for membership of the Golf Club, subject to no restrictions being placed on such owner by the Boland Golf Union (BGU) and other relevant conditions.

7.2. A prospective member other than an Owner member, shall apply for membership in writing by completing the prescribed application form which, together with the entrance, SAGA affiliation fee and subscription fees payable, shall be handed to the club's management who shall arrange for a reference check to be carried out at any other clubs the prospective member is or has been affiliated to.

7.3. A prospective member may make use of the Golf Club facilities provided that the applicable entrance, SAGA affiliation fee and subscription fees have been paid.

7.4. Each new member shall be bound by this document and golf rules.

## **8. Resignation:**

Resignation from the Golf Club must be in writing addressed to the General Manager of the club and must be received by him no later than the last day of the month in which the membership expires, failing which the member will be liable for the subscription for the ensuing financial year.

## **9. Obligations of the member:**

9.1. To pay the annual fees as determined by the Board.

9.2. To pay and make good to the Golf Club any loss or damage which the Golf Club may sustain through any act of default of the member, his guests or family members.

9.3. To notify the Golf Club of any change in address or telephone numbers.

9.4. To observe the provisions of this document and the domestic rules of the Golf Club and the Estate.

## **10. Suspension / termination of membership:**

A member's membership may be terminated or suspended by the Golf Club at its discretion if the member should:

10.1. Exhibit unsatisfactory behavior, deportment or appearance.

10.2. Permit his/her membership card to be used by a non-member.

10.3. Fail to pay dues, fees or club accounts in a proper and timely manner.

10.4. Fail to abide by the governing rules and regulations of the Golf Club.

10.5. Treat the employees or personnel of the club in an unacceptable manner.

**11. Entrance fees, annual subscriptions and payment of accounts:**

11.1. The entrance fee for members shall be an amount determined by the Board and may change from time to time.

11.2. The Board shall have the right, from time to time, in its absolute discretion to waive entrance fees or to determine the manner of their payment.

11.3. All subscriptions shall be in respect of a calendar year and shall be payable in advance.

11.4. New members shall pay the applicable subscription as from the 1st of the month in which membership is applied for. Annual subscriptions will be prorated on a monthly basis.

11.5. A member who has not paid his subscriptions within one month after it became due and payable, shall be advised in writing that his membership is terminated and such a member, should he be interested in reapplying for membership, must do so through the membership application process.

11.6. Any member who changes his category of membership during the year shall become liable for any increase in subscription for the remaining period, but will only be entitled to any decrease for the unexpired portion of the financial year of the Golf Club at the sole discretion of the Board.

11.7. Members shall not be entitled to any rebate of or reduction of subscription by reason of absence of any kind or for any reason, provided, however, that the Board may in its absolute discretion in the case of continued illness or infirmity of a member, or in exceptional circumstances, waive a part of the subscription.

11.8. The Board shall announce annual subscriptions 30 (thirty) days prior to becoming payable by the members.

**12. Board of Directors**

12.1 The Board shall consist of five persons, three appointed by the elected Homeowners Association Executive Committee of Theewaterskloof Country Estate (**The Estate**) and two appointed by the Golf Representatives. All the directors must be full members of the Golf Club.

12.2 The Board shall meet regularly but not less than once every quarter.

12.3 The Chairman of the Board shall be appointed by the board members.

12.4 The Board shall keep minutes of meetings held and decisions taken, which minutes shall be tabled at the next Board meeting.

12.5 All matters at any meeting of the Board shall be determined by a majority of those present and voting. In the event of an equality of votes, the Chairman of any meeting shall have the casting as well as deliberative vote.

12.6 The management and administration of the Golf Club shall vest in the Board which may exercise all such powers of the Golf Club and do, on behalf of the Golf Club, all such acts as may be exercised and done by the Club itself. Without in any way limiting the generality of the foregoing, such powers shall include but not be limited to the following:-

- a. The performance of such acts as are necessary to accomplish the objects expressed or implied herein;
- b. The investment and re-investment of monies of the Golf Club not immediately required, in such manner as may from time to time be determined;
- c. The operation of a banking account with all powers required for such operations;
- d. The operation of a debit order system for collection of members' subscriptions and other fees.
- e. The making of, entering into and carrying out of contracts or agreements for any of the purposes of the Golf Club;
- f. To take up money under security of property movable or immovable and to appear before any Registrar of Deeds, or any official with like duties and powers, or any Magistrate, Notary Public or other competent authority, and to make and execute all such Mortgage Bonds or other securities as may be requisite or necessary in that behalf or to secure debts due by the Golf Club before the passing of such Bonds or that may become due thereafter under obligation of the Golf Club and property of every description;
- g. Financial statements must be prepared using a SAICA (or similar body) approved framework. The financial statements must be reviewed by a qualified financial reviewer after the end of every financial year.
- h. No profit or gain arising from any transaction entered into by the Board with a third party or a member shall be distributed;
- i. Any surplus remaining at the end of each financial year shall be reinvested for the sole benefit of the members;
- j. All transactions entered into by the Board are entered on behalf of the members and for their sole benefit;
- k. The employment and payment of agents, managers, employees, maintenance staff and servants and any other persons;

- l. The right to sue and to defend actions in the name of the Golf Club and to appoint legal representatives for this purpose;
- m. The management of such rights as may exist in favour of the Golf Club.
- n. No Board members shall be liable to the Golf Club or to any member thereof, or to any other person whomsoever, for any act or omission by himself, by the Golf Club or by its servants or agents. A Board member shall be indemnified by the Golf Club against any loss or damage suffered by him in consequence of any purported liability, provided that such member has, upon the basis of information known to him, or which should reasonably have been known to him, acted in good faith and without gross negligence.

12.7 The Board may appoint sub committees for specific functions. This may include a Greens Committee, to guide and assist the management and course staff in course maintenance and improvements, Clubhouse Committee and a Marketing Committee. These sub-committees will meet and report to the Board and Golf Representatives as required by the Board.

### **13. Golf Representatives:**

The committee shall consist of the following:

The President

The Captain

Four additional members.

Further members may be co-opted as and when required for specific functions and duties.

### **14. Qualification for nomination to be a Golf Representative:**

Only full members of the Golf Club who have been members for at least one year shall be eligible for nomination and election.

### **15. Election of Golf Representatives:**

The Golf Representative Members referred to in clause 13, shall be elected each year at the Annual General Meeting of the Golf Club as follows:

15.1. Nominations of candidates who are to be elected as representatives shall be in writing, signed by two members of the Golf Club as proposer and seconder, as well as the nominee, indicating his acceptance, and shall be delivered to the office of the General Manager who will post it on the notice boards of the club at least 7 days prior to the date of the next Annual General Meeting of the Golf Club.

15.2. Golf Representatives shall be eligible for re-election.

15.3. If more candidates are nominated than the number of positions, the election shall be by ballot.

15.4. The Golf Representatives may co-opt a member to fill a vacancy until the next annual General Meeting.

15.5. Members present at the Annual General Meeting will elect the President, Club Captain and four additional members.

#### **16. Responsibilities of the Golf Representatives:**

The Golf Representatives shall:

16.1. Manage the relevant League competitions, including the appointment of responsible League Captains, management of funds within the approved annual budget from the Board, selection of teams and the dress code.

16.2. Develop junior golf at the club within the approved budget from the Board

16.3. Arrange prizes, fundraising and sponsorships.

16.4. Market the club, promote golf rounds, sponsorships and functions in liaison with club management.

16.5. Assist with inputs from members regarding potential course improvements and maintenance requirements.

16.6. Arrangement of competitions for events, e.g. Club Championships.

16.7. Assist with potential actions for the improvement of the spirit of the club.

16.8. Attend the required BGU and BLGU meetings with management and give feedback to the Board.

16.9. Provide input to the club's diary.

16.10. Assist with the Annual General Meeting of the Golf Club

16.11. Attend disciplinary hearings as and when required.

16.12. Assist with handicap calculations.

#### **17. Disciplinary Committee of the Golf Club:**

The disciplinary committee will consist of the Club Captain and another golf representative. All disciplinary hearings will be attended by the General Manager.



### **18. Misconduct of golf members:**

Any member who commits any willful breach of the rules of the Golf Club, or is found guilty of improper, dishonest or unworthy conduct, unbecoming or prejudicial to the interest of the club, whether within the club's boundaries or outside them, will be called upon to appear before the disciplinary committee. Should such member fail to appear when called upon, the disciplinary committee will conduct the hearing in the absence of the member.

### **19. Right to appeal:**

Any member will have the right to appeal the finding of the disciplinary committee. This appeal will be handled by the Board of directors of the Golf Club and must be received within three working days of the conclusion of the disciplinary hearing. Any member sentenced to expulsion or banned from playing shall be precluded from all privileges of membership until the appeal is heard.

### **20. Annual General Meetings (AGM):**

20.1. The AGM of the Golf Club shall be held between 1 October and 30 November each year.

20.2. Notice of an AGM shall be given by electronic mail not later than 21 (twenty one) days prior to the date of such meeting.

20.3. Members are permitted to submit items for inclusion on the agenda of the AGM to the office of the General Manager not later than 14 (fourteen) days prior to the date of the meeting.

20.4. An agenda of business to be conducted at the AGM shall be send by email to members not later than 7 (seven) days prior to the date of such meeting.

20.5. The President of the Golf Club and, in his absence, the Captain or, failing them, a person elected by the members present at the meeting shall serve as Chairperson at the AGM.

20.6. The quorum for an AGM shall be 20 full Golf Club members who are entitled to vote. If a quorum is not present at the time appointed for the meeting, the meeting shall stand adjourned for 30 (thirty) minutes from the appointed hour. At such adjourned meeting, the Golf Club members present shall constitute a quorum.

20.7. No business other than that for which due notice has been given shall be transacted at the AGM.

20.8. Business to be conducted at the AGM shall include the Captain's report on the activities of the Golf Club for the period under review, financial statements, elections of the Golf Representatives and to transact such business of which due notice has been given

**21. Voting rights:**

At the AGM fully-paid-up full members of the Golf Club who are in good standing with the Golf Club shall have 1 (one) vote.

**22. Disclaimer of liability:**

All persons entering the club's premises or using the club's facilities do so at their own risk and all such persons must be responsible for their own safety and for the care of their belongings. Neither the Golf Club nor its management, employees, agents nor contractors shall be liable for any injuries (including loss of life) incurred by such persons or loss or damage to their belongings, whatever the cause.

**23. Notices and special notices:**

General notices to members shall be posted on the notice boards provided on the club's premises and via available electronic mail. This posting shall be regarded as sufficient notice to each individual member.

**THEEWATERSKLOOF**  
COUNTRY ESTATE - GOLF CLUB



## **DOMESTIC RULES**

The game of Golf shall be played under the Rules approved by the Royal and Ancient Golf Club of St Andrews and under such local Rules as may from time to time, be stipulated by the Theewaterskloof Golf Club Committee. The rules are binding on all members of the Golf Club and players until amended in terms of the Rules.

### **1. Etiquette:**

There are a number of points under etiquette that a member should observe:

1.1. Safety: Prior to playing a stroke or making a practice swing, the player should ensure that no one is standing close by or in a position to be hit by the club or any debris that may be moved by the club.

1.2. Consideration for other players: The player who has the honour should be allowed to play before his opponent or fellow competitor tees his ball. No one should move, talk or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke. No player should play until the players in front are out of range.

1.3. Pace of play: In the interest of all, play without delay. If a player believes his ball may be lost outside a water hazard or out of bounds, to save time, he must play a provisional ball. Players searching for a ball should signal the players behind them to pass as soon as it becomes apparent that the ball will not be easily found. They should not search for more than 3 minutes. They should not continue play until the players following them have passed and are out of range. When a hole has been completed, players should immediately leave the putting green. If a match fails to keep its place in the field and loses more than one clear hole on the players in front, it should invite the match following to pass.

1.4. Bunkers: Before leaving a bunker, a player should fill up and smooth over all divots and footprints he has made.

1.5. Repair divots and pitch marks: A player should ensure that any divot he has made on the fairway should be filled with sand. Likewise, any pitch mark he has made on the green should be correctly repaired. The piece of green knocked out by the ball should be thrown away – do not replace it in the pitch mark.

1.6. Damage to greens: Players must ensure that they or their caddies do not damage the greens by dropping their bags or the flagsticks on the greens. They must further ensure that they do not damage the holes when replacing or removing the pins.

## **2. Slow play:**

The golden rule is that you are to keep up with the fourball ahead of you or, if you are leading the field, take no more than 2 hours and 10 minutes to complete nine holes. Halfway House not longer than 10 minutes, and a complete round 4 hours 30 minutes.

- More than one hole behind – allocate two holes to catch up and receive warning.
- If after two holes you have not caught up – final warning
- If two holes later you have still not caught up – asked to leave the course.

## **3. Sandbags:**

Sandbags are compulsory for all players.

## **4. Local rules:**

The local rules are printed on the back of the scorecard. Any additional rules will be displayed on the notice board. These are subject to change from time to time.

## **5. Dress:**

All members or visitors are required to adhere to the dress code of the club. Any member or visitor not adhering could be requested to leave the premises. A member is responsible for ensuring that his guests conform to the regulations.

## **6. Suspension of play:**

The General Manager or Committee member on duty will decide when the Golf course becomes unplayable and play is suspended. They will also decide when to open the course for play and impose any conditions such as no carts will be allowed for a period.

## **7. Children:**

Parents will be held responsible for the behavior of their children in the clubhouse and on the golf course.

## **8. Visitors:**

Visitors are welcome at Theewaterskloof Golf Club subject to the rules of the Golf Club and Estate.

## **9. Sharing of clubs:**

Sharing of clubs is not permitted during competitions.

## **10. Practice:**

Residents of homes on Theewaterskloof Country Estate, who are members of the Golf Club, are permitted to practice on the course after completion of normal play.

### **11. Handicaps:**

Handicaps are calculated as determined by SAGA. Queries can be directed to the golf representatives. Members not submitting a score after completing a round of golf will have a penalty score recorded at the next handicap provision.

### **12. Scorecards:**

Participants in club competitions are required, as a condition of entry, to complete the scorecard correctly. Should any information not be on the card, the player can be disqualified.

### **13. Condition of entry into competitions:**

The Golf representatives, reserves the right to stipulate conditions for any entry, and if any member does not comply he/she is liable for disqualification.

### **14. Count-out rule:**

The count-out procedure for 18 hole competitions at the Club is as follows:

14.1. First nine holes on uneven dates

14.2. Second nine holes on even dates

14.3. The even or uneven holes for the 9 determined by the date if still tied.

If there is any uncertainty regarding the interpretation of the rule, the decision of the General Manager or the Golf Representative Member on duty will be final.

### **15. Club competitions:**

15.1. Club Championships will be held annually as prescribed by the governing provincial golf bodies under condition of final approval by management. The draw will be seeded, according to handicaps in the respective divisions. The tournament will include an A, B and C Division as well as a Veterans Section. If there is a tie for the Championship, a playoff will take place. For other places, the count-out rule of the Club will apply. The member must be handicapped at Theewaterskloof to enter.

15.2. Club knockout – singles, doubles and mixed knockouts are restricted to members only. The rules and conditions will be stipulated on the entry form. The member must be handicapped at Theewaterskloof to enter.

15.3. Club competitions take place as determined from time to time by the Golf Representatives and General Manager, and participation is compulsory for all players who wish to use the course on these occasions.

### **16. Control of persons on the course:**

All players who want to use the course must report to the Pro Shop/Bar before play.

**17. Payment of playing fees:**

Nobody is entitled to commence playing golf before they have paid the applicable fees at the Pro Shop/Bar and registered a round

**18. Cellular phones:**

All cell phones on the course must be switched off or be on discreet mode only.

**19. Guests of members:**

A member is responsible for his guest's dress and behaviour at all times.

**20. Motorised Carts:**

While using motorised carts, the rules displayed in the cart and on the lease agreement are to be adhered to at all times. Golf carts are utilised at the renter's own risk. Owners of their own carts will adhere to the same rules.

**21. Course Marshall:**

A Course Marshall who will be appointed from time to time depending on the club's needs will see to the flow of the field. He is the spokesman of the Golf Club and has a set of tasks that must be performed. He has the right to implement the rules pertaining to slow play. It is a breach of these rules to verbally abuse or rebuff the Course Marshall.

**22. Driving range and practice facilities:**

The driving range and practice facilities are provided for all persons on the estate, its visitors and members. Any persons using these facilities must abide by instructions issued by the official on duty.

**23. Dogs, bicycles, off-road vehicles etc:**

These are not permitted on the course or cart paths. Dogs under control of the owner are allowed on the course after golf-playing hours.

**24. Club times:**

The course is open every day with the exception of Christmas Day. The course opens at times determined by the General Manager in consultation with the Board.

**25. Private Property:**

At no stage may any member or visitor enter any private property.

**26. Interpretation of rules:**

In case of doubt as to the meaning of any clause of this document, the interpretation of the General Manager and committee shall be binding on all members. In the event that any clause in this document is in conflict with the Constitution of the Homeowners Association, then the Constitution of the Homeowners Association will prevail.

**27. Prohibited areas:**

The, kitchen, offices, storerooms, workshops and behind the counter in any of the bars are prohibited to all club members and visitors.

**28. Authority to exclude:**

Any Golf Representative member or the General Manager, at their discretion, is empowered to temporarily expel from the Club premises a member or any person whose conduct is such that in their opinion it is unacceptable.

**29. Exception of rules:**

The Board reserves the right to make exceptions to these rules under certain circumstances. These exceptions will be placed on the notice boards.

**30. Suggestions and recommendations:**

Suggestions and recommendations can be made in writing to the General Manager and/or the committee.