

**CONSTITUTION
OF
THE CATAMARAN CLUB**
As amended on 14 June 2025

1. NAME:

The name of the organization shall be The Catamaran Club (hereinafter referred to as "the Club") and may be abbreviated as TCC. The Club was formerly known as the Transvaal Catamaran Club.

2. DEFINITIONS

- 2.1 "EXCO" – Executive Committee
- 2.2 "MANCOM" - Management Committee
- 2.3 'OFFICE BEARERS" – Members of the Executive and Management Committee
- 2.4 "DISCIPLINARY COMMITTEE" – A Committee appointed by the Executive Committee, tasked with conducting disciplinary hearings as required. The Disciplinary Committee shall have the authority to investigate and hear any matters referred to it by the Executive Committee or other relevant parties, and to make recommendations regarding disciplinary action in accordance with the Club's rules and policies.
- 2.5 "Site Owner" – A person who owns a TCC site and holds membership status as an Honorary Life Member, Ordinary Member, Veteran, Single, or Windsurfer/Kite member. Boarder

3. OBJECT

- 3.1 The promotion of motorised and non-motorised water sports, this also includes Kitesurfing.
- 3.2 To ensure that all watercraft launched from the Club's coastline fully comply with all applicable boating legislation, the rules and regulations of the Club, and established standards of safety and boating etiquette.
- 3.3 The promotion of good seamanship amongst members.
- 3.4 The promotion of good sportsmanship amongst members.
- 3.5 The provision of relevant facilities for members.

4. LEGAL PERSONA

- 4.1 The CLUB shall be a legal persona i.e. can in its own name acquire and dispose of moveable or immovable property by means of purchase, lease or donations and can have a current or any other type of banking account, act as a claimant or defendant in legal proceedings and shall at all times be legally represented by the Chairman in terms of a relevant resolution.
- 4.2 The CLUB shall:
 - 4.2.1 Exist in its own right, separately from its members

- 4.2.2 Be able to own property and other possessions
- 4.2.3 Be able to sell and deal with the property of the CLUB should the circumstances warrant it
- 4.2.4 Be able to sue and be sued in its own name.”
- 4.3 The CLUB shall continue to exist even or in the event of membership changes and changes in office bearers.”

5. DOMICILE

- 5.1 On election, the Commodore may choose his home or business address, on behalf of the CLUB as the domicilium citandi et exutandi.

6. MEMBERSHIP

- 6.1 The membership of the Club shall consist of no fewer than thirty-five (35) members and shall be open to all individuals who share an interest in the objectives of the Club.
- 6.2 Membership shall be granted to those who apply and are accepted in accordance with the procedures outlined herein.
- 6.3 The Club shall have the following classes of membership, and members shall not be permitted to sell or transfer their membership rights or any associated entitlements. Membership shall comprise of:
 - 6.3.1 Honorary Life Members
 - 6.3.2 Ordinary Members defined as:
 - 6.3.2.1 Main Member
 - 6.3.2.2 Family of the Main Member -spouse and children .
 - 6.3.3 Veteran – 65 and older with at least 15 years Membership at the Club. (Applicable from 2026)
 - 6.3.4 Single Member
 - 6.3.5 Junior Members
 - 6.3.6 Windsurfers/Kite boarders
 - 6.3.7 Beneficiary Member
 - 6.3.8 Temporary member or reciprocity member

6.4 Main Members, Single, Family, Windsurfers/Kite boarders and Honorary members shall comprise the ordinary members of the Club.

- 6.5 Members or office bearers of the CLUB do not have rights over things that belong to the CLUB
- 6.6 Temporary member or reciprocity member of the CLUB is allowed while engaged in a regatta or competition, or training camps and, approved by the Management Committee of the CLUB.

6.7 HONORARY LIFE MEMBERS:

- 6.7.1 Any individual who has rendered distinguished service to yachting or to the Club may, upon recommendation by the Executive Committee (EXCO), be elected as an Honorary Life Member at a General or Special General Meeting of the Club. Upon election, such individual shall be entitled to all privileges of membership

without the obligation to pay membership fees. However, it is understood that the Honorary Life Member shall remain liable for any general charges or levies imposed by the Club, which may include, but are not limited to, the following:

- 6.7.1.1 Caravan site rentals,
 - 6.7.1.2 Electricity fees,
 - 6.7.1.3 South African Sailing (SAS) levies,
 - 6.7.1.4 Site maintenance fees,
 - 6.7.1.5 Gardening fees,
 - 6.7.1.6 Special levies, etc.
- 6.7.2 A three-quarters (75%) majority of members at a constitutionally convened General or Special General Meeting of the CLUB is necessary to ratify the EXCO's recommendation.
- 6.7.3 If an Honorary Life Member is deemed undesirable due to misconduct or lack of involvement in the club, as determined by a minimum of eighty percent (80%) of the Executive Committee (EXCO), their Life Membership may be revoked.

6.8 ORDINARY MEMBERSHIP

- 6.8.1 This membership refers to the
- 6.8.1.1 Main Member;
 - 6.8.1.2 as well as his/her direct family – spouse and children under 18 years.
 - 6.8.1.3 A spouse, at the time of the death of his or her spouse, shall be entitled to continue being an Ordinary Member and will be responsible for fees as applicable.
 - 6.8.1.4 For the purposes of this clause, a *spouse* includes a person who is a partner and/or cohabitant of an Ordinary Member in any of the following relationships:
 - 6.8.1.4.1 A marriage or union recognised under the laws of the Republic of South Africa.
 - 6.8.1.4.2 A union recognised as a marriage or cohabitation in accordance with the tenets of any religion; or
 - 6.8.1.4.3 A same-sex or heterosexual partnership that the Executive Committee deems to be intended as a permanent union.
- 6.8.2 Candidates for Ordinary Membership must be proposed for membership by a member in good standing of the CLUB on an official application form. Each and every application form together with the entrance fee and first year's subscription is to be submitted to the CLUB Secretary
- 6.8.3 The Secretary shall sign the application form and circulate it to the Management Committee (MANCO) either electronically or at its next scheduled meeting. Following this circulation, an interview with the applicant shall be conducted by no fewer than two (2) members of the Management Committee (MANCO). A recommendation based on the interview shall be submitted and recorded in the minutes at the next MANCO meeting.
- 6.8.4 If deemed necessary, the proposed member's name shall be posted on the Club's notice board for a period of one (1) month. After this period, the EXCO shall review the application form again for final approval, provided no objections have been raised against the proposed member. In all ballots, two (2) objections shall be sufficient to exclude the candidate from approval.

- 6.8.5 In the event that the application is rejected, the candidate's application fee and subscription shall be refunded in full.
- 6.8.6 A candidate so rejected, shall not again be proposed for membership until Twelve (12) months have elapsed since his or her rejection.
- 6.8.7 Membership, when granted, shall be with effect from the date of application.

6.9 JUNIOR MEMBERS:

- 6.9.1 This membership applies to juniors up to the age of 25 whose parents or guardians are not members of the club.
- 6.9.2 Applications for Junior Membership are to comply with clause 6.6 above. No entrance fee is payable by this category of member
- 6.9.3 In terms of Clause 7 (FEES) of this Constitution, the Committee may at its discretion decide on the amount of subscription payable by Junior Members;
- 6.9.4 Junior Members are required to apply for Ordinary Membership upon reaching the age of 25 or when applying to purchase a site, whichever occurs first. In such cases, all fees associated with Ordinary Membership shall be payable.

6.10 SINGLE MEMBER

- 6.10.1 Single members shall be a single; married or un-married male and/or female persons.

6.11 BENEFICIARY MEMBER

- 6.11.1 This membership applies to the additional people per site other than the family members.
- 6.11.2 A Beneficiary Member shall enjoy all the facilities of the Club as may exist from time to time
- 6.11.3 A Beneficiary Member may not attend any club meeting, has no voting rights and he/she may not introduce visitors to the Club
- 6.11.4 Beneficiary Members must be formally declared to Club Management by the Site Owner
- 6.11.5 Site Members shall always be responsible for the actions and behaviour of their Beneficiaries.

6.12 RECIPROCAL MEMBERS

- 6.12.1 A Reciprocal Member is a member of another club or organization with which a reciprocal agreement has been established.
- 6.12.2 This agreement allows these members to access certain benefits, facilities, or services of the other club, without having to pay additional membership fees.
- 6.12.3 Reciprocal Members do not have voting rights or the ability to hold office in TCC.

7. FEES

- 7.1 The amounts payable by members in respect of entrance fees, annual subscriptions, site fees, any other fees, and visitor's fees shall be decided or varied at any properly constituted Committee Meeting, provided that notice of all proposals in this regard appears on the Agenda, for such a Meeting.
- 7.2 The membership year shall run from 1st March to ~~28th~~ *end of* February. Members elected after the 1st March in any season shall pay the subscription on a pro rata basis for the remaining months of the season. The Club Manager on instruction from the Treasurer shall post to each member a statement of account for the new season on or before the 31 March.
- 7.3 Junior Members, on applying to join the CLUB as Ordinary Members, shall not be liable for the entrance fee.
- 7.4 Any member who has not paid his subscription by the 30th April, will be deemed to have resigned from the CLUB, and will thereafter be required to re-apply for membership and shall pay the stipulated joining fee.
- 7.5 The onus is on the member to ensure that his fees are received by the CLUB Treasurer on or before the due date. Only paid up members are permitted to vote at any meeting of the CLUB.
- 7.6 Subscriptions for Site fees, Ordinary members and Single members fees may, on application, be paid monthly in twelve equal instalments with the understanding that a 10% surcharge on the subscription shall be levied and such instalments shall be paid by debit order. All SAS fees must be paid in Month one and will not be paid over 12 months
- 7.7 The liability of members shall be limited to the amount of subscriptions unpaid and any monies that may be due to the CLUB.

8 SITE OWNERSHIP

- 8.1 Members may own more than one site; however, full membership and all applicable fees are payable for each site. The second site will be designated as a Utility Site associated with the primary site. Utility Sites do not qualify for Beneficiary Members.

9 OFFICER AND COMMITTEES

9.1 Executive Committee

9.1.1 The Executive Committee shall be composed of five (5) members, namely:

- 9.1.1.1 Commodore
- 9.1.1.2 Vice Commodore
- 9.1.1.3 Rear Commodore
- 9.1.1.4 Treasurer
- 9.1.1.5 Secretary

9.2 **Management Committee**

- 9.2.1 The affairs of the Club shall be managed by a General Committee comprising the five (5) Executive Committee members and up to five (5) Ordinary Committee members. A Majority of the Management Committee must be active sailors

9.3 **Election of Committee Members**

- 9.3.1 The Executive Committee members shall be elected at the Annual General Meeting (AGM) by Ordinary Club members in good standing. Each Executive Committee member shall serve a term of two (2) years and shall be eligible for re-election.
- 9.3.2 Any Honorary Life, Ordinary Member, Veteran or Single Members in good standing and who has been nominated as per Clause 18.2 shall be eligible for election to the Exco or Manco Committees.
- 9.3.3 Only 1 (One) member per site is eligible for nomination to the Executive or Management Committees.
- 9.3.4 Members nominated for the positions of Commodore, Vice Commodore, Rear Commodore, or Treasurer are required to disclose any criminal record to the Executive Committee (Exco). The Exco shall assess the nominee's eligibility for the respective position, taking into consideration the nature and circumstances of the offence. A decision shall be made based on a two-thirds majority vote. The decision of the Executive Committee shall be final and binding.
- 9.3.5 The outgoing Commodore shall automatically remain a member of the Management Committee for a period of one (1) year following the expiration of their term of office. The outgoing Commodore does have voting rights.
- 9.3.6 Ordinary Committee members shall be elected for a term of one (1) year and shall be eligible for re-election for subsequent terms.
- 9.4 In the event of the death or resignation of the Commodore, the Vice-Commodore shall immediately assume the office of Commodore.
- 9.5 In the event of the death or resignation of the Vice or Rear -Commodore, the Executive Committee may elect from its members a replacement who shall assume the office of Vice-Commodore.
- 9.6 The management of the Club shall be vested in the Management Committee. The Executive Committee shall be responsible for overseeing the finances of the Club and for conducting ballots to select candidates for membership.
- 9.7 The Executive and Management Committees shall meet at the discretion of the Commodore or their Deputy, but no fewer than eight (8) times per year to conduct the business of the Club.
- 9.8 The Executive Committee shall have the authority to fill any vacancies that arise within the Club due to the termination or resignation of employees during their term of office.
- 9.9 Furthermore, the Executive Committee may appoint such sub-committees as deemed necessary to ensure the effective and harmonious operation of the Club.
- 9.10 A member of the Executive Committee or Management Committee who fails to attend three (3) consecutive meetings without having been granted a leave of absence shall, upon request, be required to provide a reasonable explanation for

their absence. The Executive or Management Committees may accept or reject the explanation. If the explanation is not deemed satisfactory, the member may be asked to vacate their seat on the applicable Committee.

- 9.11 The commodore, or two members of the committee, can convene a special meeting if they want to or should necessity require it. Other Management Committee members shall receive notice of any proposed special meeting not less than twenty-one (21) days prior thereto and the agenda for that meeting shall be forwarded to the committee members. In the event of the agenda containing a proposal to appoint or substitute a committee member, notice should be given to committee members not less than thirty (30) days prior to the date of the proposed meeting.
- 9.12 The Commodore shall serve as the chairperson of both the Executive Committee and the Management Committee. If the Commodore is unable to attend a meeting, the members present shall select a chairperson from among themselves prior to the commencement of the meeting.
- 9.13 There shall be a quorum whenever such a meeting is held.
- 9.14 If the management committee thinks it is necessary, then it can decide to set up one or more sub-committees. The sub-committee must report regularly to the Management Committee on its activities.
- 9.15 Minutes of all meetings must be kept safely and always be on hand for members to consult.
- 9.16 A quorum for a management committee meeting shall be no less than fifty (50) per cent of the committee
- 9.17 Committee members are not remunerated or compensated for their time and effort for holding office in any way

10 DUTIES OF THE COMMODORE

- 10.1 The Commodore shall have the following duties and responsibilities:
 - 10.1.1 To ensure the achievement of the Club's objectives as defined in this constitution.
 - 10.1.2 To be responsible for the overall management and administration of the Club.
 - 10.1.3 To develop and implement the Club's ongoing strategic direction as defined by the Executive and Management Committee and approved at an Annual General Meeting.
 - 10.1.4 To present a report to the members at the Annual General Meeting (AGM) detailing the activities and achievements of the Club during the past year.
 - 10.1.5 To oversee all meetings of the Club.
 - 10.1.6 To attend sub-committee meetings as appropriate and required.
 - 10.1.7 To represent the Club, when necessary, in matters or meetings with external parties that are of significance to the Club

11 DUTIES OF THE REAR AND VICE COMMODORES

- 11.1 **VICE COMMODORE**
 - 11.1.1 To support the Commodore and in his absence to deputise on his behalf
 - 11.1.2 The responsibility of ensuring compliance with all rules and regulations relating to the Club premises, members sites and improvements thereto.

11.1.3 Oversee the day-to-day management of the club and employees.

11.2 REAR COMMODORE

- 11.2.1 To organize and oversee all matters related to water activities, including regattas, course setting, protest committees, and ensuring safety on the water.
- 11.2.2 To issue and regulate official programmes for regattas and the like
- 11.2.3 To organize and manage training for Bridge Officers and new members regarding the rules of sailing and racing.
- 11.2.4 To appoint the necessary officials for races, matches and regattas at the beginning of the Sailing Calander
- 11.2.5 To allocate the Club's trophies, prizes and other awards in conjunction with the Management Committee.
- 11.2.6 To prepare an annual sailing racing calendar and to allocate the Club's trophies, prizes and other awards pertaining to sailing
- 11.2.7 To supervise and control all matters related to the use of Power Boats at the Club.
- 11.2.8 To supervise the upkeep and use of the Power Boat Shelters via the PYC Shelter Body Corporate
- 11.2.9 To formulate, maintain and oversee the adherence to Rules governing the use of Power Boats and the sport of Angling at the club
- 11.2.10 Generally to conduct, regulate and do all things necessary or incidental to the carrying out of the Power Boat and Angling affairs of the Club and of the Power Boat rules and regulations.
- 11.2.11 To ensure the proper management and compliance with safety regulations, relevant legislation, and Club bylaws in relation to powerboating activities.
- 11.2.12 To act as Chairperson at meetings in the absence of the Commodore and Vice Commodore

12 DUTY OF THE TREASURER

- 12.1 The duty of the Treasurer is to hold the funds of the CLUB, banking them in the bank determined by the Committee, to produce a bank certificate at the regular Committee meetings and give receipts for all monies received and make payments as directed by the Committee, to sign cheques in conjunction with the Commodore or other duly appointed officers, to keep accounts and prepare a Balance Sheet for examination as required and acquire and pay for all necessary insurance.

13 DUTY OF THE SECRETARY

- 13.1 The duty of the Secretary is to keep the minutes of all meetings of the CLUB, to receive and reply to all correspondence as directed by the Committee, to keep all letters received and copies of those sent and to keep the register of members.

14 POWERS OF THE EXECUTIVE COMMITTEE

- 14.1 The EXECUTIVE Committee shall have the power:

- 14.1.1 to buy, sell, let, hire exchange, transfer, receive by way of donation or otherwise, movable and immovable property, including debentures, stocks and shares, provided that any major transaction in respect of the CLUB premises (including water space) shall first be approved by the CLUB in meeting;
- 14.1.2 to borrow money on security of immovable property, and pass mortgage bonds on the same, provided that all loans shall first be approved by the CLUB in general meeting;
- 14.1.3 to institute and defend legal proceedings in the CLUB'S name and perform all legal acts and execute such legal documents as may be necessary;
- 14.1.4 To generally administer and manage the affairs of the CLUB as constituted in applicable clauses.
- 14.1.5 The Committee may take on the power and authority that it believes it needs to be able to achieve the objectives and ideals of the CLUB

15 DUTIES OF THE MANAGEMENT COMMITTEE

- 15.1 Oversee, regulate, and manage the day-to-day operations of the Club in collaboration with the Executive Committee, in alignment with the Club's objectives and to take all actions necessary or incidental to achieving those objectives.
- 15.2 To implement and uphold all resolutions duly passed by members at General Meetings.
- 15.3 To establish Sub-Committees as required, and to delegate appropriate powers and responsibilities to such Sub-Committees to support the efficient running of the Club.
- 15.4 To establish, amend, and enforce rules and regulations governing the conduct, safety, and activities of the Club and its members, including those related to sailing, powerboating, angling, equipment usage, and clubhouse operations.
- 15.5 To provide guidance and approval for expenditure related to routine operations, maintenance, and development projects proposed by the Executive Committee and Management Committee.

16 APPOINTMENT OF STAFF

- 16.1 The EXECUTIVE Committee shall appoint or terminate the employment of staff for the CLUB and arrange their conditions of employment and remuneration.
- 16.2 The EXECUTIVE Committee shall appoint a Club Manager.
- 16.3 Appointments referred to in clause 16.1, insofar as they pertain to staff, may be delegated to the Club Manager in consultation with the Vice Commodore.
- 16.4 The Club will not pay any remuneration to any person that is excessive, having regard to what is generally considered reasonable amongst yacht clubs and in relation to service's rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to the Club.

17 FINANCIAL YEAR

17.1 The financial year of the CLUB shall commence on the 1st March, and end of the LAST DAY of February.

18 ANNUAL GENERAL MEETING

18.1 The Annual General Meeting (AGM) of the Club shall be held after the last day of February and no later than the end of March. In exceptional circumstances, the AGM may be held as late as the end of April, provided that the reasons for the delay are fully disclosed at the meeting. Fourteen (14) days' notice of such Meeting shall be posted to every paid-up member, stating the time, place and full agenda. The place of the Meeting shall be decided by the Committee.

18.2 At the Annual General Meeting fifteen percent (15%) of the total number of registered voting members present shall form a quorum. Should no quorum be obtained, a second meeting must be scheduled within twenty-one (21) days. No quorum is required at this rescheduled meeting if the notice clearly states that those present will constitute a quorum.

18.3 Nominations for Election of Office Bearers

18.3.1 Nominations for the election of Office Bearers shall open on the 1st of March each year and shall close no later than fourteen (14) days prior to the date scheduled for the Annual General Meeting (AGM).

18.3.2 Only fully paid-up Ordinary Members of the Club shall be eligible for nomination and election as Office Bearers

18.3.3 Family members listed on a membership registration form, while not eligible for election as Office Bearers, (Refer to Clause 9.3.2.) may be appointed to serve on Sub-Committees or be temporarily co-opted to the Management Committee (MANCO) to provide specialised input as required.

18.3.4 The names of all nominees for Office Bearer positions shall be displayed prominently on the Club's notice board upon receipt of the nomination. Each nominee must formally accept their nomination by signing the official nomination form.

18.3.5 All proposals must be directed through the CLUB Secretary within the time periods stipulated.

18.4 Voting Rights

18.4.1 Only the following members may vote at the Annual General Meeting, Special General Meeting or any meeting where voting is required:

18.4.2 Honorary Life Members

18.4.3 Ordinary Main Member (One vote per site)

18.4.4 Veteran.

18.4.5 Single

18.4.6 Windsurfers/Kite boarders

19 PROXY VOTES

- 19.1 A member of the Club in good standing entitled to attend and vote at a general meeting may appoint a proxy to attend, speak, and vote on their behalf.
- 19.2 The appointment of a proxy must be made in writing on a dedicated Club Proxy Form, signed by the member, and submitted to the Secretary no later than 48 hours prior to the meeting. The Proxy Form can also be submitted to the Secretary before the start of the meeting.
- 19.3 No Proxy Votes are allowed at a Special General Meeting.
- 19.4 A member may hold a maximum of five (5) proxy votes
- 19.5 A proxy holder may vote only on matters that the proxy form allows.
- 19.6 A proxy can be revoked by the member who issued it, in writing, before the AGM starts.

20. ORDER OF BUSINESS AT THE AGM

- 20.1 The Order of business at the Annual General Meeting shall be as follows:
 - 20.1.1 Notice Convening the Meeting
 - 20.1.2 Apologies
 - 20.1.3 Minutes of the Last Annual General Meeting, and subsequent Special General Meetings
 - 20.1.4 Commodore's Report
 - 20.1.5 Presentation by the Treasurer of Club Financials
 - 20.1.6 Review of Membership Fees
 - 20.1.7 Amendments to the Constitution
 - 20.1.8 General
 - 20.1.9 Election of Committee Members
 - 20.1.10 Closing

21 AMENDMENTS TO THE CONSTITUTION

- 21.1 Any member wishing to propose any amendments or additions to this Constitution must notify the Secretary in writing stating his proposals and signing it as proposer.
- 21.2 The proposal must also bear the signatures of ten (10) paid up members.
- 21.3 Any alteration to the Constitution must be approved by a two-thirds majority at a Special General Meeting called for the purpose of altering the Constitution or at the AGM, at which not less than fifteen (15) percent of the voting members must be represented in person.
- 21.4 The constitution can be changed by a resolution. The resolution must be agreed upon and passed by not less than two thirds of the members who are at the annual general meeting or special general meeting. Members must vote at this meeting to change the constitution.
- 21.5 A written notice must go out not less than fourteen (14) days before the meeting at which the changes to the constitution are going to be proposed. The notice must indicate the proposed changes to the constitution that will be discussed at the meeting.

22 SPECIAL GENERAL MEETING

- 22.1 A Special General Meeting (SGM) may be called at any time by the Executive Committee.
- 22.2 An SGM must also be called upon receipt of a written requisition, signed by at least ten percent (10%) of the voting members, specifying the business to be discussed at the meeting.
- 22.3 In the case of such a requisition, the Executive Committee shall call the SGM within four (4) weeks not exceeding 40 days, from the date of receipt of the requisition.
- 22.4 Only such business as appears on the Agenda shall be discussed at the Special General Meeting
- 22.5 If a quorum of members is not present, and the meeting was convened upon the requisition of members, the meeting shall be dissolved. In all other cases, the meeting shall stand adjourned to the same day and time in the following week, at which time the members then present shall constitute a quorum.

23 CLUB RULES

- 23.1 The CLUB Rules shall be administered and enforced by the Management Committee.
- 23.2 Any proposals to establish, amend, or vary the CLUB Rules shall be discussed and decided at a properly convened Management Committee Meeting, provided that notice of all such proposals is included on the Agenda for that meeting in advance.

24 EXAMINER

- 24.1 If deemed necessary, an independent Chartered Accountant may be appointed at the Annual General Meeting to audit the Club's financial records at the end of each season, or as required by the Committee.

25 RESIGNATIONS

- 25.1 Any member desirous of withdrawing from the CLUB shall be permitted to do so upon notifying the Secretary not later than 31st January prior to that financial year in which the retirement is desired, and upon payment of all liabilities due by him/her to the CLUB failing which he/she shall be liable for the following year's subscription.

26 VISITORS

- 26.1 No member will on any occasion host more than ten (10) guests, excluding family members (spouse and children) at any time without obtaining permission from the Management Committee. The host of any visitor is responsible for ensuring that all Club Rules regarding visitor access and conduct are strictly observed. This introduction holds good for that day only. The Committee may restrict any visitor or terminate any visit at its discretion.

27 DISCIPLINARY ACTION

- 27.1 Should the conduct of any member at any sailing or CLUB venue be ungentlemanly, unsportsmanlike or injurious to the character or interest of the CLUB, or should any member persistently refuse to conform to any Rules, regulations or bye-laws which may from time to time be in force, it should be reported to the Committee within thirty (30) days of the alleged occurrence.
- 27.2 If deemed necessary by the Executive Committee such a complaint may be referred to a Disciplinary Committee appointed by the Executive Committee to be convened on an ad hoc basis specifically for the purpose of adjudicating such complaint and to consist of not less than five (5) members of good standing at the CLUB of whom two shall be members of the Management Committee and who shall act as Chairman and Secretary.
- 27.3 Subject to not less than seven (7) days' notice, at any meeting of the Committee or disciplinary committee convened to address such complaint, both the complainant and the accused shall be entitled, but not obliged, to be present, and to present their case. Notwithstanding the aforementioned:
- 27.3.1 Should either party fail to be present, such hearing may be proceeded with and a ruling made in absentia.
- 27.3.2 Neither party shall be entitled to be present whilst the complaint is debated in either the Executive Committee or Management Committee and a ruling is being made.
- 27.4 The Executive Committee or Disciplinary Committee may, in its sole discretion elect to:
- 27.4.1 Censure any member, or
- 27.4.2 Suspend from membership any member for any period of time, or
- 27.4.3 Request any member to resign.
- 27.5 Should any member requested to resign in terms of the above not do so within fourteen (14) days of such written request being made, the Executive Committee may expel such member from membership of the CLUB. Any member so expelled shall not be re-accepted for membership within twelve (12) months of date of expulsion, subject to being proposed as a new member by two Executive Committee members and the approval of not less than 80% by number of the Committee.

28 PARTNERS OF MEMBERS

- 28.1 Partners of the Main Member are not entitled to cast a vote at an Annual General Meeting, Special General Meeting or any meeting where voting is required.
- 28.2 If the Main Member is not available, then such Main Member can issue a Proxy to a Member as described in Clause 19.

29 DEPENDENTS OF MEMBERS

- 29.1 Dependents of members may use the facilities of the CLUB. Members shall be liable for their dependent's actions.

30 INDEMNITY

All members and visitors to the Club are required to indemnify the Club against any claims, losses, or damages as may be determined by the Club from time to time.

- 30.1 Any person using the water, Club premises, or engaging in any Club-related activities, whether for personal or recreational purposes, does so entirely at their own risk.
- 30.2 The Executive Committee, Management Committee, and any individuals involved in the administration or operation of the Club shall not be held liable for any injury, damage, or loss incurred by members, visitors, or any third party while on the premises or participating in Club activities.

31 DISSOLUTION

- 31.1 Upon winding-up or dissolution, the assets remaining after the settlement of all liabilities shall be transferred to another yacht club provided that it is a recreational club approved by the Commissioner of the South African Revenue Services or a Public Benefit Organisation contemplated by the Income Tax Act, 1962 and which has been approved in terms of S30(3) of the Act. After a two thirds majority at a general or special meeting is obtained, the CLUB will be wound up and all activities shall cease.

32 EMPLOYEES

- 32.1 No employee or his/her family may be a member of the CLUB during the period of his or her employment.

33 RECIPROCITY AND AFFILIATION

- 33.1 The Management Committee shall have the authority to negotiate and establish terms of reciprocity or affiliation with other clubs or associations, as deemed appropriate for the benefit and interests of the Club.
- 33.2 Reciprocity members shall be required to sign the designated book upon entering and making use of the Club's facilities, as a condition of their visit.

34 FORFEITURE OF RIGHTS

- 34.1 Any member who shall be convicted in any Court of Law of any grave offence, or whose estate shall be finally sequestrated as insolvent, shall, ipso facto, cease to be a member of the CLUB, and shall forfeit all rights or claim upon the CLUB or its property; provided, however, that any member disqualified by insolvency may be reinstated by the Committee as the Committee may determine.

35 APPEAL TO GENERAL MEETING

35.1 Any member who believes they have been personally aggrieved by a decision of the Club, or any of its Committees or Sub-Committees (excluding decisions made by the Sailing Committee), may lodge a written appeal to the Executive Committee. The Executive Committee shall first attempt to resolve the matter internally. Should the issue remain unresolved, an independent arbitrator shall be appointed to consider the matter. The cost of such arbitration shall be borne by the member who submitted the grievance

36 PROFITS

36.1 The CLUB shall be non-proprietary and its activities shall be carried on in a non-profit manner. At no time shall any assets or surplus funds be directly or indirectly distributed to any person other than a recreational club which is approved by the Commissioner of the South African Revenue Services or to a Public Benefit Organisation as set out in s30A(2)a(iii) of the Income Tax Act, 1962 provided that nothing therein contained shall be construed as in any way prescribing or restricting the payment of interest on debentures or on loans.

This Constitution was proposed and accepted at a Special General Meeting of THE CATAMARAN CLUB, Bronkhorstspruit Dam, on 14 June 2025.

Signed by COMMODORE