



**Union Street Deneysville Free State 1932  
P.O. Box 40 Deneysville Free State 1932  
Office: 087 160 0556  
E-mail: [office@ldyc.co.za](mailto:office@ldyc.co.za) website: [www.ldyc.co.za](http://www.ldyc.co.za)**

## LAKE DENEYS YACHT CLUB - CONSTITUTION

### 1. NAME AND DEFINITIONS

The name of the Club shall be "**Lake Deneys Yacht Club**" (herein after referred to as "the Club").

Definitions used in this Constitution: -

"MANCOM" - Management Committee

"SAILCOM" - Sailing Committee

"DEVCOM" - Development Committee

"FLAG OFFICERS" - Commodore, Vice Commodore and Rear Commodore

### 2. OBJECTIVES

The objectives of the Club shall be: -

- 2.1. To promote the art of and interest in amateur sailing.
- 2.2. To ensure that all forms of watercraft launched from the clubs' coastline comply in every aspect with current boating legislation and club By-laws and with due regard to safety and boating etiquette.
- 2.3. To promote good fellowship among members of the Club.
- 2.4. To do all things as may be necessary for, or conducive to the attainment of the foregoing objectives.
- 2.5. The provisions of this Constitution are founded upon and shall be implemented and administered in the recognition of human dignity, equality, the advancement of human rights and freedoms, non-racialism, non-sexism, the right of freedom of association, the supremacy of the Constitution of the Republic of South Africa of 1996, the rule of law and good corporate governance.
- 2.6. The provisions of this Constitution are intended to foster a spirit of mass participation, healthy competition, sportsmanship and fair play among all members and participants in all activities and sailing of all races, genders and ages.

### 3. POWERS

For carrying out of its objectives, the Club shall have the following powers: -

- 3.1 To acquire immovable property of all kinds, including land, stands and buildings.
- 3.2 To develop, erect, plant, maintain, improve, alter, manage and control (any buildings or other erections) all structures, infrastructure (above and below the ground), recreational facilities and landscaping material of whatever nature on all or any part of the Club property.

- 3.3 To sell, lease, mortgage, insure or otherwise deal with all or any part of the property and rights of the Club.
- 3.4 To buy, sell and deal in all kinds of movable property and to supply all kinds of provisions, liquid and solid, as required by members and their guests.
- 3.5 To apply to any liquor licensing board for the granting or renewal of any license for the sale of liquor which the Club may require. No profit from the sale of liquor shall accrue to any individual.
- 3.6 To borrow or raise money in such manner as MANCOM may deem fit and as security for any money so borrowed or raised to mortgage, pledge or charge the whole or part of the assets of the Club.
- 3.7 To appoint professional administrative and/or accounting official/s alternatively make use of services provided by various professional entities or bodies for the provision of such services subject to such remuneration and contractual terms as MANCOM may in its discretion decide, provided that all such appointments of all such professional staff and/or contracts with service organization/s or bodies be in writing or be signed for and on behalf of the Club by the Commodore for the time being who shall be specifically authorised thereto by MANCOM by way of a formal resolution to this effect taken at a MANCOM meeting. Details of all such appointments and of relevant remuneration shall be disclosed to the members from time to time at the Annual General Meeting immediately following upon such appointment/s. MANCOM shall be entitled to delegate to such professional official/s or professional entities such of the functions and duties of various club office bearers as MANCOM may from time to time decide.

#### **4. HEADQUARTERS**

The headquarters of the Club shall be at Deneysville at the Vaal dam.

#### **5. BURGEE**

- 5.1. The burgee of the Club shall have orange and green quarters with a white speedbird emblem in the top left orange quarter of the hoist.
- 5.2. The Commodore's flag shall bear the same device as the Club burgee, but shall be swallow-tailed.
- 5.3. The Vice Commodore's flag shall be the same as the Commodore's but with one orange ball in the lower canton of the hoist and the Rear Commodore's flag the same with two orange balls placed one above the other in the lower canton of the hoist.
- 5.4. The Honorary Life Commodores' flag shall bear the same device as the Commodore's but shall bear an additional bird emblem in the lower canton of the hoist.

## **6. UNIFORM**

The Club uniform shall be a navy-blue jacket and a badge bearing the Club burgee on the pocket. The Club tie will be dark blue having the bird device and all worn with white, blue or stone/cream colour chino trousers or skirts.

## **7. MEMBERSHIP**

7.1. All persons who are interested in the objects of the Club may apply or be considered for membership in one of the categories listed below: -

- 7.1.1. Honorary Life Commodores and Honorary Life Members
- 7.1.2. Honorary Members
- 7.1.3. Family Member
- 7.1.4. Junior Member
- 7.1.5. Student Member
- 7.1.6. Non-Member's Children
- 7.1.7. Country Member
- 7.1.8. Affiliate Member
- 7.1.9. Temporary and Reciprocal Members
- 7.1.10. Single Member
- 7.1.11. Absentee Member
- 7.1.12. Intermediate Member

7.2. Provided that MANCOM may from time to time restrict the admission of new members of any/or all categories as may be required from time to time.

7.3. Single, Family and Honorary members shall comprise the ordinary members of the Club.

## **8. APPLICATION FOR MEMBERSHIP**

8.1. Candidates for membership are required to complete an Application for Membership form, which shall include personal details, sail and/or power boat details, past and/or current membership of other clubs, areas of expertise and/or willingness to assist in particular club activities. This form shall be signed by the applicant.

8.2. The Club's website address, where applicants' may find the Club's Constitution and By-laws, is noted on the application form and the applicant shall ensure that he/she has read and understands the contents thereof prior to meeting with the MANCOM members on being considered as a member.

- 8.3. The applicant must be proposed and seconded by Club members who have been members of the Club for at least two years.
- 8.4. This form must be signed by a proposer and seconder. If they are committee members, sub-Article 8.3 does not apply.
- 8.5. The applicant must be interviewed by two MANCOM members who shall also sign this form. One at least of the two MANCOM members must be a Flag Officer.
- 8.6. This form, duly completed, together with the entrance fee and the first years' subscription must be forwarded to the Administrative Officer or the Club Manager. Until an application has been adjudicated by MANCOM, the applicant shall have temporary status.
- 8.7. The form shall be posted on the Club notice board for at least five weeks prior to the MANCOM meeting at which the said application is to be considered. Any objection received from an existing member to the applicant's membership application will only be considered if handed to MANCOM in writing within the 5 week waiting/scrutiny period.
- 8.8. No candidate shall be admitted as a member unless he/she receives the votes of at least two-thirds of MANCOM members present and voting and shall have paid the entrance fee and first year's subscription. MANCOM shall not be required to give any reasons for rejection. In either case the candidate shall be advised in writing of MANCOM'S decision. The candidate will be invited to meet with a Flag Officer and one other MANCOM member to be advised of his/her admittance.
- 8.9. No class of member who has been suspended or who has been expelled under Article 42 or otherwise in terms of this constitution and who thereby ceases to be a member, shall be allowed to re-apply for membership prior to a period to be determined immediately following MANCOM ratifying the decision of the investigating committee and the member notified accordingly. Such application and subsequent acceptance and/or rejection, shall only be decided at a MANCOM meeting.
- 8.10. Whenever a former Single or Family member applies for membership of the club it shall not be necessary for such member to comply with requirements of sub-Articles 8.3 to 8.5 and 8.7 to 8.8 above and MANCOM shall be entitled to re-admit such former member with immediate effect provided however, that such member left in good standing (i.e. Fees and Subs fully paid up and no action having been taken against such Member in terms of Article42). The Entrance fee payable by such former member on re-admission shall be based on the settlement of any outstanding fees due by the former member (if applicable) and shall be the lesser of the current entrance fee or as calculated at 10% of the applicable entrance for each year since termination of original membership.

## **9. REJECTED CANDIDATE**

No rejected candidate may be proposed again until the expiration of 6 (six) months from the date of his rejection. If however, MANCOM is of the opinion that the reason(s) for the previous rejection has been resolved and circumstances now permit the applicant to submit a new application then he/she may do so immediately.

## **10. MEMBERS**

Fully paid-up ordinary members shall be entitled to vote at General Meetings and to be elected as officers on committees. They shall enjoy all facilities of the Club as may exist from time to time. All other members shall enjoy the facilities of the Club subject to the requirements of the Club's Constitution and By-laws.

### **10.1. HONORARY LIFE COMMODORES AND HONORARY LIFE MEMBERS**

- 10.1.1. Honorary Life Commodores and Honorary Life Members can only be elected upon a recommendation of MANCOM for some special reason. Such honorary membership must be confirmed, in writing, by a four fifths majority vote, by a group of resting flag officers and/or resting or active trustees who are still members and active within the Club. A minimum of five qualifying members forms a quorum for the purpose of this committee. A meeting shall be convened for the purpose of accepting, considering, ratifying and recording the outcome of the recommendations made by MANCOM. The announcements of any approved recommendations will be made at the Annual General Meeting of the Club.
- 10.1.2. Honorary Life Commodores and Honorary Life Members can only be elected upon a recommendation of MANCOM for some special reason and such honorary membership must be confirmed by a majority of members present and entitled to vote at an Annual General Meeting of the Club.
- 10.1.3. Honorary Life Commodores and Honorary Life Members shall be exempt from annual subscriptions, but shall enjoy, all privileges extended to other members. All other normal annual costs are payable by the Honorary Life Commodores and Honorary Life Members.
- 10.1.4. No person shall be eligible for Honorary Life Membership except by his/her holding some public office, or of him/her having conferred some special benefit upon the Club.
- 10.1.5. Non-Member with affiliation to the Club and has rendered a distinguished service to the sport of yachting or to the Club for a period longer than 10 years.
- 10.1.6. The committee recommendation to be evaluated and approved before such recommendation is put to ballot at the AGM by a group of resting flag officers and resting or active trustees who are still members and active in the club (minimum 5 qualifying members form a quorum).

## 10.2. HONORARY MEMBERS

MANCOM may confer Honorary Membership upon such terms, conditions, rights and privileges, and for such time, but not exceeding one year, as MANCOM may deem fit, but such terms, conditions, rights and privileges shall not exceed those extended to members, save as to the payment of subscriptions. Provided always that such a person may become an Honorary Member only by reason of his/her holding a public office, or of him/her having conferred some special benefit upon the Club.

## 10.3. FAMILY MEMBERS

### 10.3 FAMILY MEMBERS

10.3.1 Family Members shall consist of those members who are the spouses or school-going children, up to the age of 12 years, of Ordinary Members.

10.3.2 a spouse, who is a Family Member at the time of the death of his or her spouse, shall be entitled to continue being a Family Member.

For the purpose of this clause, a spouse includes a person who is a partner and/or cohabitor of an Ordinary Member in a marriage or union recognised in terms of the Laws of the Republic of South Africa; or in a union recognized as a cohabitation or marriage in accordance with the tenets of any religion; or in a same sex - or heterosexual union which the Committee is satisfied is intended to be permanent.

## 10.4. JUNIOR MEMBERS

10.4.1.1. Junior membership shall be open to children of members, males or females, up to the age of 18 years and all juniors are required to become members on attaining the age of 12 years.

10.4.1.2. The child of a member of the required age shall automatically become a junior member upon payment of the relevant subscription.

10.4.1.3. Junior members shall have no voice in the affairs of the Club nor be allowed to introduce guests. They may own yachts and sail in the club races, use the Club burgee and wear the Club uniform.

10.4.1.4. Every junior member shall, on attaining the age of 19 years, cease to be a member of the Club, but may present himself for election in conformity with Article 8. However, should such person attaining the age of 19 years become a full-time student at a tertiary institution then sub-Article 10.5 applies.

10.4.1.5. Any junior member who joined the club before the age of 18 years shall on becoming a full member not be required to pay the usual entrance fee.

10.4.1.6. The parents or guardian of Junior members shall at all times be responsible for the actions and behavior of the Junior members.

#### **10.5. STUDENT MEMBERS**

The following persons shall be deemed to be student members: -

- 10.5.1. Full time scholars.
- 10.5.2. Full-time university students or students at a tertiary educational institution over the age of eighteen years provided that any such student shall not be in receipt of remuneration in any form from any employer whilst undertaking his studies and such student member shall furnish adequate proof thereof each year. Notwithstanding the foregoing no married person shall be admitted or be qualified to remain a student member under any circumstance.
- 10.5.3. The parents or guardian of Student members shall at all times be responsible for the actions and behaviour of the Student members.

#### **10.6. NON-MEMBER'S CHILDREN**

- 10.6.1. Junior and Student membership shall be open to non-member's children upon payment of an entrance fee. Upon attaining the age of 19 years in the case of a junior member or ceasing to be a student member, such members shall on becoming a full member be required to pay the usual entrance fee in addition to any levy or other charges applicable save and except that in the case of the entrance fee the applicant member shall be entitled to a rebate of one-sixth of such entrance fee for each full year such applicant was a junior and/or student member.
- 10.6.2. The proposer and seconder of non-member's children shall at all times be responsible for the actions and behavior of such non-member's children.

#### **10.7. COUNTRY MEMBERS**

- 10.7.1. Country membership shall be open to any person whose normal place of residence falls outside a radius of 200 km from the Club.
- 10.7.2. Application for country membership must be made in writing to MANCOM and must be accompanied by the entrance fee and the current year's subscription.
- 10.7.3. MANCOM, without assigning any reason therefore, may reject the application and refund the subscription and entrance fee paid.
- 10.7.4. They shall have the right to enjoy all facilities of the Club as may exist from time to time, not exceeding six occasions nor twenty one days per year, but shall not be entitled to a vote or hold any office of the Club.
- 10.7.5. Such Country member who shall thereafter move his abode within the radius of 200 km shall ipso facto cease to be a Country member, but may apply for full membership subject to the payment of all entrance fees, levies and annual subscriptions applicable.



## 10.8. **AFFILIATE MEMBERS**

- 10.8.1. Affiliate membership shall be open to persons who are members of non-reciprocal clubs, at the discretion of MANCOM. This category of membership is designed to accommodate persons who are already members of a club or organisation but wish to use the facilities at the Club on an occasional basis.
- 10.8.2. Application for affiliate membership must be made in writing to MANCOM and must be accompanied by the entrance fee and the current year's subscription.
- 10.8.3. MANCOM, without assigning any reason therefore, may reject the application and refund the subscription and entrance fee paid.
- 10.8.4. They shall have the right to enjoy all facilities of the Club as may exist from time to time, not exceeding six occasions nor twenty one days per year, but shall not be entitled to a vote or hold any office of the Club.
- 10.8.5. The fees of the affiliate member shall be the same as that of country members.
- 10.8.6. Affiliate members who wish to become full members, may do so subject to the payment of all entrance fees, levies and annual subscriptions applicable.

## 10.9. **TEMPORARY AND RECIPROCAL MEMBERS**

### 10.9.1. **Temporary Members**

- 10.9.1.1. A temporary member shall enjoy all the facilities of the Club as may exist from time to time except that he/she may not introduce visitors to the Club.
- 10.9.1.2. A temporary member, may not be elected as such for longer than three months or such other periods as shall be determined by MANCOM, and he/she shall not have a vote.
- 10.9.1.3. MANCOM may resolve to allow the privileges of temporary members to any person while engaged in a match or competition at the Club.

### 10.9.2. **Reciprocal Members**

- 10.9.2.1. Reciprocal members shall be members of a Yacht Club recognised by South African Sailing (S.A.S.) or a club with which Lake Deney's Yacht Club has established reciprocity. Such members or club shall not be domiciled anywhere at Vaal Dam.
- 10.9.2.2. At the discretion of MANCOM, power boat skippers in possession of a valid inland water Skippers Certificate and members of a recognised club who regularly provide the Club with rescue service as and when required may receive reciprocal membership.

## 10.10. **SINGLE MEMBER**

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

**10.11. ABSENTEE MEMBER**

- 10.11.1. Shall be open to ordinary Family, Single, Country, Intermediate and Student members who take up residence outside the Republic of South Africa and who, on terminating such membership, apply to be transferred to absentee membership.

**10.12. INTERMEDIATE MEMBER**

- 10.12.1. Intermediate membership shall be available to any person not less than twenty one (21) and not more than thirty (30) years of age.
- 10.12.2. The general membership application procedure shall apply to applications for intermediate membership.
- 10.12.3. Intermediate membership may be granted by MANCOM without the payment of an entrance fee.
- 10.12.4. On attaining the age of thirty one (31) years: An intermediate member's membership of the Club shall ipso facto cease.
- 10.12.5. An intermediate member shall have the right to apply to MANCOM to be transferred to that class of membership for which he qualifies without payment of the entrance fee attaching to that class of membership and without any period of probation.
- 10.12.6. An intermediate member shall have the right to use the facilities of the Club.
- 10.12.7. An intermediate member shall have the same rights and obligations as an ordinary member, save that he/she shall not be entitled to vote at any general meeting nor be eligible for election to MANCOM until he/she attains the age of thirty one years.
- 10.12.8. This class of member shall not be eligible for the allocation of a caravan site on the premises.

**11. ENTRANCE FEES, SUBSCRIPTIONS AND OTHER CHARGES**

- 11.1. The entrance fees and annual subscriptions including affiliated Club shall be decided upon by MANCOM from time to time.
- 11.2. Every member (other than a temporary/country member) of the Club shall be required to be a member of one of the affiliated clubs referred to above.
- 11.3. All subscriptions are due and payable on the first day of April each year. Any member whose fees remain unpaid after 30 April of each year shall have no voting rights and a penalty will be levied at the discretion of MANCOM.

- 11.4. Any member not paying his/her subscriptions by the first day of May in any year, shall have his/her name posted on the Club notice board as a defaulter and a penalty will be levied at the discretion of MANCOM.
- 11.5. If the payment of such outstanding subscription is not made by the last day of June in such year the membership of such member shall automatically be cancelled and any site and/or boat garage occupied by the defaulting member can be reallocated at the discretion of MANCOM. Membership may be reinstated at the sole discretion of MANCOM provided that all outstanding monies together with a penalty, that will be levied, at the discretion of MANCOM, are paid in full by the said defaulter.
- 11.6. Where circumstances are such that a member for whatever reason is experiencing difficulties in paying the required annual fees, such member shall approach the club in writing either with an installment proposal over a specified period of time or by way of such other manner acceptable and approved in writing by MANCOM.
- 11.7. All amounts due in respect of caravan site rentals, moorings charges, or in terms of sub-Article 8.9, shall be payable within 30 (THIRTY) days of date of invoice.
- 11.8. The following deductions will apply in respect of the total amount of all fees due and payable to the Club on 30 April of each year: -
  - 11.8.1. Pensioners, who are not employed, of 60 years of age or more who have been members of at least 5 years standing shall pay 80% of the total membership fees and all charges excluding amounts charged and paid to SAS and NSRI. Pensioners, who are not employed, of 60 years of age or more who have been members of at least 15 years standing shall pay 50% of the total membership fees and all charges excluding amounts charged and paid to SAS and NSRI.
  - 11.8.2. In acknowledgement of the commitment to serve on MANCOM, the elected office bearers of MANCOM are granted Single Member Honorary annual membership to the Club.
  - 11.8.3. All MANCOM members shall receive a reduction of fees based on the length of their tenure, as follows:
    - 11.8.3.1. All MANCOM members that have served less than 2 (two) years on the Management Committee shall receive a reduction of fees to the value of 15% (fifteen percent).
    - 11.8.3.2. All MANCOM members that serve 3 (three) and four (4) years on the Management Committee shall receive a reduction of fees to the value of 30% (thirty percent).
    - 11.8.3.3. All MANCOM members that serve 5 (five) and 6 (six) years on the Management Committee shall receive a reduction of fees to the value of 50% (fifty percent).

- 11.8.3.4. All MANCOM members that serve more than 6 (six) years on the Management Committee shall receive a reduction of fees to the value of 100% (One hundred percent).
- 11.8.4. The reduction of fees is limited to; membership fees, only 1 (one) of each club product (caravan site, mooring, garage, etc.); excludes all donation products like NSRI, Youth Sailing, etc. and excludes SA Sailing fees, etc. No discounts are applicable to any Special Levies.
- 11.8.5. All discount structures for MANCOM members cease upon resignation/retirement or termination as a MANCOM volunteer. Years in service of MANCOM must be consecutive years and not accumulated years.
- 11.8.6. At the discretion of MANCOM payments made by members prior to certain dates preceding the 1st day of April may be entitled to special discount.
- 11.9. MANCOM is empowered to increase the annual subscription fees as required to ensure the financial wellbeing of the Club and to cover the applicable financial year.
- 11.10. MANCOM may also raise additional funds with the approval of two-thirds or more of the members present and voting at an Annual General Meeting or Special General Meeting for use by the Club for special or ad hoc projects which are in the opinion of MANCOM necessary or critical expenditure by the Club. The additional funds required by the Club are to be raised by way of a once-off levy which will be invoiced to members on 90 day after invoice date payment terms.
- 11.11. **Fees received in advance**
- 11.11.1. All fees received in advance shall be disclosed, as such, on separate line in the annual financial statements.
- 11.11.2. All fees received in advance shall be transferred into a separate investment or call account.
- 11.11.3. Transfers out of the separate investment or call account may only be effected in the fiscal year to which the funds relate.
- 11.11.4. Should there be a need to access the funds prior to the fiscal period to which they relate, a transfer may only be effected if approved by all trustees. Any such transfer shall be disclosed to the members at the AGM following any such transfer.
- 11.11.5. The balance of the separate investment or call account shall be disclosed to members, as such, on a separate line in the annual financial statements.

## **12. MANAGEMENT STRUCTURE**

- 12.1. The management structure of the Club is detailed in the chart on the first page of this Constitution, all of whom shall be paid up ordinary members of the Club.
- 12.2. They shall be elected at the Annual General Meeting by the member's present eligible to vote. In the event of more than one candidate being nominated for any of these positions, the matter will be decided by secret ballot.
- 12.3. The Manager need not be a member of the Club, in which case he will be appointed by MANCOM.
  - *Those members marked with an asterisk on the frontispiece chart Constitute MANCOM.*

## **13. DUTIES OF THE COMMODORE**

The duties of the Commodore are: -

- To ensure that the objectives of the Club are achieved
- To be responsible for the overall management of the Club
- To formulate the ongoing strategy of the Club
- To assist in the harmonious working and co-operation of the members
- To report to the members at the Annual General Meeting of the activities of the Club for the past year.
- To preside at all meetings of the Club
- To attend Club sub-committee meetings as appropriate
- To represent the Club, as and when required, in matters or meetings with external parties, of importance to the Club.

## **14. DUTIES OF THE VICE COMMODORE**

The duties of the Vice Commodore are: -

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

- Co-ordinating the work of the Catering Manager, Entertainment Officer and Grogperson, all of whom shall be elected at the Annual General Meeting and each of whom shall report to the Vice Commodore on all relevant activities.

#### **14.2 Duties of the Catering Liaison**

The duties of the Catering Liaison are: -

- 14.1.1 To be responsible for arranging and liaison with the Kitchen staff for all catering for Club activities, regattas and special functions as may be decided by MANCOM
- 14.1.2 Ensuring adequate stocks are maintained for the kitchen/pantry and shall have the right to co-opt two or more helpers as a subcommittee of which he/she will be Chairperson

#### **14.3 Duties of the Entertainment Officer**

The duties of the Entertainment Officer are: -

- 14.3.1 To ensure there is an adequate social programme throughout the year aimed at developing and maintaining a high standard of fellowship amongst Club members and with other clubs.
- 14.3.2 Ensuring games and other such equipment are available and maintained to cater for the needs of the various age groups.
- 14.3.3 If necessary, form a special sub-committee of junior members to cater for their specific needs.

#### **14.4 Duties of the Grogperson**

The duties of the Grogperson are: -

- 14.4.1. To organise all bar facilities for the Club.
- 14.4.2. Ensure adequate stocks are available at all times

### **15. DUTIES OF THE REAR COMMODORE**

15.1.1. The duties of the Rear Commodore are: -

- 15.1.1.1. To organise and control all matters related to sailing, regattas, setting courses, protest committees and safety on the water.
- 15.1.1.2. Co-ordinating the work of the Sailing Secretary, Judge/Handicapper, Harbour Master, Rescue Officer and Trophy Secretary, all of whom shall be elected at the Annual General Meeting and each of whom shall report to the Rear Commodore on all relevant activities.
- 15.1.1.3. To organise and control lectures and training of the Bridge Officers and new members in the rules of sailing/racing.

- 15.1.1.4. To ensure the proper management, control, compliance with safety and other legislation, By-laws, etc. in respect of all power boating.
- 15.1.1.5. To act as chairman at meetings in the absence of the Commodore and Vice Commodore.
- 15.1.1.6. To ensure that the minutes of SAILCOM meetings, together with any report on matters requiring consideration by MANCOM, shall reach all MANCOM members no less than 7 days prior to a MANCOM meeting.

## **15.2 Duties of the Sailing Secretary**

The duties of the Sailing Secretary are: -

- 15.2.1 To do all secretarial work related to the Club racing and regattas.
- 15.2.2 To maintain the Yacht Register.
- 15.2.3 To assist the Rear Commodore and Judge/Handicapper in recording race results and working out handicaps.

## **15.3 Duties of the Judge/Handicapper**

The duties of the Judge/Handicapper are: -

- 15.3.1. To officiate at all races.
- 15.3.2. To keep a record of all handicaps and allowances made to boats competing in Club events.
- 15.3.3. To assist SAILCOM in cases of protest.

## **15.4. Duties of the Harbour Master**

The duties of the Harbour Master are: -

- 15.4.1 The checking, placement and associated tasks relating to moorings, jetties, work-boats and engines, marker buoys and all related duties on the water and the maintaining of records of maintenance work carried out and stocks acquired and used.
- 15.4.1 Shall have the right to co-opt two or more helpers to assist as a sub-committee of which he/she will be Chairperson.
- 15.4.3 Shall report to the Rear Commodore on all relevant activities

## **15.5 Duties of the Safety Officer**

The duties of the Safety Officer are: -

- 15.5.1 To be responsible for and to ensure the readiness at all times of the Club's mark layer/safety boat for any form of emergency.

- 15.5.2 To man the mark layer/safety boat whenever required for Club racing and rescue.
- 15.5.3 To take charge at any safety operation during Club racing.
- 15.5.4 To co-ordinate other safety-boats and rescue boats when provided.

## **15.6 Duties of the Trophy Secretary**

The duties of the Trophy Secretary are: -

- 15.6.1 To maintain the Club Trophy Register. Detailing each trophy's title, donor, date presented, value, Deed of Gift (conditions or restrictions if any), event for which awarded, eligible class or classes of yachts and eligible person/s. A list of the holders of each trophy, their club and the date of award will also be maintained in the Register.
- 15.6.2 Ensuring the relevant trophies are available at prize giving.
- 15.6.3 Maintaining the awardees plaques on each trophy.
- 15.6.4 Keeping records of yachting awards to Club members by provincial and national sailing authorities.

## **16. DUTIES OF THE TRUSTEES**

In addition to the Commodore, who shall be a Trustee, two other members of at least 3 years standing and who shall have served for at least one year on MANCOM shall be elected at the Annual General Meeting as Trustees.

- 16.1 Furthermore, a minimum of one and no more than two additional members, of at least 3 years standing and who shall have served for at least one year on MANCOM shall be elected at the Annual General Meeting as Alternate Trustee/s.

The purpose of the alternates is as follows:

- 16.1.1 Should a Trustee not be able to attend a meeting, his/her alternate should attend.
  - 16.1.2 Should a Trustee not be able to perform his duties and/or resigns, his/her alternate will take his/her place at MANCOM.
- 16.2 An alternate Trustee, whilst acting in place of the principal Trustee shall exercise and discharge all the rights and duties, including voting, of such Trustee at MANCOM.
- 16.3 It is recommended that Trustees and alternate Trustee/s be elected for a three-year term in order to provide continuity, consistency and legacy to MANCOM and the Club
- 16.4 The duties of each Trustee are: -



- 16.4.1 To give effect to the Club's Constitution so far as is lawful and effective.
- 16.4.2 To give sound and prudent judgment in giving effect to the specific directions in the Constitution.
- 16.4.3 To protect the assets and interests of the Club and its members at all times. The Trustee has a duty to take necessary action and to advise the members of any act prejudicial to their interests.
- 16.5 All movable and immovable property of the Club including land, structures and installations and the entire improvements, contents and attachments occurring on Club land or in such structures and installations belonging to the Club shall be deemed to be and are hereby vested in and deemed to be the property of the three Trustees (Commodore plus two Trustees).
  - 16.5.1 The Trustees shall be the proper persons to transfer, mortgage, cede and assign any immovable property of the Club.
  - 16.5.2 No disposal of any part of the immovable property of the Club can be made except by a Special Resolution passed at an Annual or Special General Meeting of the Club, notice having been previously given on the particular property to be disposed of.
  - 16.5.3 The signatures of two of the three Trustees shall be deemed sufficient for the purpose of doing all acts and deeds in the acquisition or disposal of any immovable property whatsoever.
- 16.6 They shall grant Power of Attorney and authorities whatsoever and make any declaration, which may be needed.
- 16.7 A certificate under the hand of the Secretary for the time being of the Club shall for all purposes be sufficient proof that the persons purporting to sign as Commodore and elected Trustees are the persons holding such offices for the time being
- 16.8 The Trustees shall be members of MANCOM

## **17. DUTIES OF THE TREASURER**

The duties of the Treasurer are: -

- 17.1. To hold funds of the Club, banking them as soon as possible in the bank determined by the committee.
- 17.2. To account for Club finances at monthly meetings.
- 17.3. To charge for and collect all monies owing to the Club.
- 17.4. To make payments as directed by MANCOM.
- 17.5. To sign cheques in conjunction with the Commodore or other duly appointed officers.

- 17.6. To keep proper books of account and to maintain a current Club Assets Register, one copy of which shall be kept in the Club office.
- 17.7. To maintain adequate insurance cover of the Club's assets and its liabilities.
- 17.8. The whole of the Club books, furniture and other property shall be insured in the name of the Club and an inventory shall be kept by the Treasurer.

## **18. DUTIES OF THE ADMINISTRATIVE OFFICER**

The administrative officer shall be a paid official of the Club at an agreed salary and on terms and conditions of service as directed by MANCOM. The job description detailing the duties and responsibilities of the administrative officer shall be set out by MANCOM and may be amended from time to time by MANCOM

The duties of the Administrative Officer shall be as set out in the employment contract.

## **19. DUTIES OF THE PUBLIC RELATIONS OFFICER**

The duties of the Public Relations Officer are: -

- 19.1. To liaise with the officers of the Club to ensure the timely issue of the bi-monthly newsletter which he/she will edit, print and circulate to all the members, other clubs and appropriate organizations.
- 19.2. To liaise with the local and national press and other suitable publications to ensure the widest publicity is given to all Club activities, thereby building and maintaining the public image of the Club.
- 19.3. To assist in the promotion of the sport of sailing.
- 19.4. To be responsible for ensuring a continuous history of the Club is recorded, both written and pictorially for the future records of the Club
- 19.5. To be responsible for the introduction of all visitors.

## **20. DUTIES OF THE SAFETY OFFICER**

The duties of the Safety Officer are: -

- 20.1. To ensure that all forms of water craft based at the Club comply in every respect with both the Club and statutory regulations pertaining to inland waters and in particular to Vaal Dam.
- 20.2. To be responsible for the provision of examinations of competency in accordance with procedures prescribed in any regulations or applicable legislation.
- 20.3. He/she has the right to conduct random checks on members' and visitors' craft as well as the adequacy and reliability of safety gear worn by skiers, jet skiers and canoeists and to prevent entry to or cause the craft to be removed from the water until such time as the infringement has been rectified. Members failing to comply with regulations or responding to repeated warnings or instructions in respect of infringements are to be reported to SAILCOM for further action.
- 20.4. To, where necessary and appropriate, submit written reports on matters requiring the attention of SAILCOM.

- 20.5. To report to the Rear Commodore on all relevant activities and to the Vice Commodore where necessary (boat garages, caravan sites, etc.)

## **21. DUTIES OF THE SECRETARY**

The duties of the Secretary are to: -

- 21.1. Record and keep minutes of all the Annual General Meeting's, Special General Meeting's and MANCOM meetings in a bound book with pre-numbered pages.
- 21.2. To receive and reply to all correspondence as directed by the committee.
- 21.3. To keep all letters received and copies of those sent and keep the official log of the Club.
- 21.4. To ensure that the agenda and a copy of the previous MANCOM meeting minutes reach all MANCOM members no less than 7 days prior to the next scheduled MANCOM meeting.
- 21.5. To ensure that all important documents and/or records are securely stored by the administrative officer

## **22. IMMEDIATE PAST COMMODORE**

The Immediate Past Commodore shall be the last Commodore to have served a full year of office. He may however, accept nomination for any office on the committee. If so elected, he would only enjoy one vote.

## **23. DUTIES OF THE CLUB MANAGER**

- 23.1. The Club Manager shall be a paid official of the Club at an agreed salary and on terms and conditions of service as directed by MANCOM. The job description detailing the duties and responsibilities of the Club manager shall be set out by MANCOM and may be amended from time to time by MANCOM. The duties of the Club Manager shall be as set out in the employment contract.
- 23.2. The Club Manager by virtue of his/her post shall automatically be granted Honorary Member status which rights and privileges shall not exceed those extended to members, save as to the payment of subscriptions, while he/she is employed as an official of the Club. This Honorary Member status shall terminate with the termination of the employment contract, for any reason for termination whatsoever.
- 23.3. The Club Manager, provided he/she was a member prior to appointment as Club Manager will remain and revert to ordinary member status. If the Club Manager was not a member prior to

his/her appointment, he/she shall be entitled to apply for membership as per section 8 (eight) of the Constitution.

#### **24. DUTIES OF THE TRANSFORMATION OFFICER**

24.1. To promote and assist in the development of the sport of sailing and its related recreation and lifestyle activities among the communities with the aim to increase the number of individuals registered within the Sport particularly among schools, scholars, students and previously disadvantaged communities.

#### **25. MANAGEMENT COMMITTEE (Referred to as "MANCOM")**

25.1 The management of the affairs of the Club shall be vested in MANCOM which shall consist of the:

- 25.1.1 Commodore
- 25.1.2 Honorary Life Commodore (has no vote)
- 25.1.3 Immediate Past Commodore (only one vote even if elected to another portfolio)
- 25.1.4 Vice Commodore
- 25.1.5 Rear Commodore
- 25.1.6 Secretary
- 25.1.7 Treasurer
- 25.1.8 Public Relations Officer
- 25.1.9 Trustees or Alternate Trustee
- 25.1.10 Club Manager
- 25.1.11 Transformation Officer

25.2 Five members of MANCOM, of which at least two must be Flag Officers and of which one must be either the Commodore or the Vice Commodore, shall form a quorum. The Honorary Life Commodore shall be entitled to attend all MANCOM meetings, but have no vote.

25.3 MANCOM may, from time to time, confer Temporary Honorary Membership, for such limited time, as it may determine, upon any person who merits such distinction by virtue of holding some public office within the Management Committee.

#### **26. FUNCTIONS OF MANCOM**

The duties and responsibilities of MANCOM are: -

26.1. To open and operate a banking account and to make all arrangements for the financial and general upkeep of the Club and to borrow money on behalf of the Club.

- 26.2. To spend any of the monies of the Club in such manner as they may deem conducive to the Club's interests unless such spending either exceeds R100,000 or requires prior authorisation in terms of sub-Article 11.10.
- 26.3. To invest the surplus funds of the Club in such manner and for such purposes as, in MANCOM'S opinion, are best calculated to further the objects of the Club.
- 26.4. To institute, defend, carry on, abandon, compromise and settle any action or actions and other proceedings in any Court of Law and to submit any claim by or against the Club and any dispute to arbitration. The Club shall sue and be sued in the name of Lake Deneys Yacht Club.
- 26.5. To provide by resolution for the signature on behalf of the Club all Powers of Attorney or other deeds or documents requiring signature.
- 26.6. To do all such acts and things consistent with these rules, which in the interest of the Club may be considered necessary.
- 26.7. To pass By-laws for the regulation of the affairs of the Club, so long as they do not conflict with the Constitution of the Club. All such By-laws shall be posted on the Club web-site (copy available on request). Any additional or amendments to current by-laws will be posted on the notice board for a period of three months after acceptance by the committee.
- 26.8. Any member of MANCOM failing to attend three consecutive ordinary meetings of MANCOM without having obtained leave of absence, shall cease to be a member of MANCOM, his place to be filled by a person nominated by the remainder of MANCOM who shall also have the authority to fill any casual vacancy.
- 26.9. No member of MANCOM shall vote to take part in the proceedings of MANCOM when any matter in which he, his wife, a partner, a relative with the second degree of consanguinity or affinity or any company of which he is an officer, has any direct or indirect interest, is dealt with.
- 26.10. Any member who contravenes the provisions of sub-Article 25.9 shall be liable to suspension from MANCOM, who shall decide the length of such suspension. In addition, all such proceedings shall be of no effect unless the contrary is decided by the Annual General Meeting to which such matter shall then be referred.
- 26.11. To decide on annual membership and subscription fees charged to members by the Club.
- 26.12. MANCOM shall have the power to appoint sub-committees to deal with matters concerning special functions and other subjects as they may deem necessary from time to time. All such sub-committees shall maintain minutes of all meetings.

## **27. ELECTION OF OFFICE BEARERS**

- 27.1. MANCOM shall be elected each year. No person may be elected to more than one position on MANCOM unless this occurs as a result of the application of the provisions of sub-Article 26.8.
- 27.2. Nominations for the Committee shall be in writing, shall be signed by the Nominator, Secunder and the Nominee, and shall be lodged with the Club Secretary by not later than 14 days prior to the Annual General Meeting at which the election is to take place. All nominations shall be displayed on the Club Notice Board for not less than fourteen days prior to the said Annual General meeting. Only Ordinary members and Honorary Life members shall be eligible to nominate or second Committee members.
- 27.3. Candidates nominated for MANCOM shall be fully paid up members for the current year and shall be proposed and seconded in writing by two members of the club and counter-signed by the candidate himself, signifying his acceptance of the commitments of his office and those entered into in good faith by the outgoing MANCOM, and shall be placed in the hands of the Secretary one hour before the Annual General Meeting.
- 27.4. At the close of the nominations, a complete list shall be posted on the notice board in the clubhouse.
- 27.5. If the number of persons nominated does not exceed the total number to be elected, the members so nominated shall, at the Annual General Meeting, be formally declared as elected for a period of one year.
- 27.6. If the number of candidates nominated exceeds the number of vacancies, the election shall be by ballot.
- 27.7. Nominations may be made at the Annual General Meeting, but only if insufficient nominations to fill the vacancies have been made in proper time.
- 27.8. In the event of the Commodore resigning during his term of office, the Vice Commodore shall be the successor. Where this is not possible, MANCOM shall elect a successor from the existing MANCOM members.
- 27.9. The preceding sub-Article 26.8 shall also apply to all MANCOM members.
- 27.10. In the event of additional MANCOM resignations where MANCOM is unable to elect a successor from the existing MANCOM members. MANCOM may temporarily appoint any fully paid-up ordinary member/s who is entitled to vote at General Meetings and who is eligible to be elected as an officer on committees. The temporary appointment must be ratified by a vote of the members at a Special General meeting, convened for that purpose, within three months of the temporary appointment or the next Annual General meeting, provided same is within three months of the appointment
- 27.11. In the event that no Commodore is elected at the Annual General Meeting then and in such event the out-going Commodore shall adjourn the meeting for a period of 30 minutes to allow the members to provide nomination for the office of Commodore. At the end of the 30 minutes period mentioned above the Commodore shall reconvene the meeting and again ask for nominations for post of Commodore. If none be received, the meeting will then be adjourned by the outgoing Commodore for

a period of four weeks. The administration shall then be attended to by the outgoing Commodore and committee.

The outgoing committee shall cause notices to be forwarded to members notifying them of the re-convened Annual General Meeting and again calling for nominations.

If after the necessary notices have been posted and after re-convening of the meeting referred to above no Commodore is then elected, the Club shall then be wound up in accordance with the provisions of Article 47 of the Constitution.

## **28. MANAGEMENT COMMITTEE (MANCOM) MEETINGS**

- 28.1. MANCOM may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, but shall meet at least once a month and minutes of their proceedings shall be entered in a book for that purpose and copies thereof distributed to all MANCOM members.
- 28.2. MANCOM shall convene Sub-committees comprising of a Sailing Committee (SAILCOM) and Development Committee (DEVCOM)
  - 28.2.1. These sub-committees will convene meetings at least once quarterly or when circumstances dictate. These meetings will be chaired by their respective departmental heads.
  - 28.2.2. Proper minutes shall be kept and copies shall be sent to all MANCOM members no less than 7 days prior to the next scheduled MANCOM meeting in addition to the members of the Sub-Committees concerned.
  - 28.2.3. A Sub-Committee where necessary, shall elect from its own participating members a secretary to record the minutes of the meeting.

## **29. SAILING COMMITTEE (SAILCOM)**

- 29.1. SAILCOM, consisting of the following members elected at the Annual General Meeting shall be convened by the Rear Commodore.

- Rear Commodore
- Safety Officer
- Junior Commodore
- Sailing Secretary
- Trophy Secretary
- Sailing Marketing and PRO
- Judge/Handicapper
- Cruise Captain
- Junior Representative
- Catamaran Representative
- Powerboat Representative

Harbour Master  
And up to 4 other members

29.2. The duties of SAILCOM are: -

- 29.2.1. To draw up a programme of races for the season, to run the races, post the results and hear and decide upon all protest cases as and when necessary.
- 29.2.2. They shall draw up such by-laws to govern racing as may be deemed advisable and be responsible for all matters appertaining to racing and cruising
- 29.2.3. They shall elect a yacht to represent the Club in competitions and assist the owner in his selection of crew
- 29.2.4. To draw up a set of rules and regulations by which power boating is to be regulated.

### **30. FINANCIAL YEAR**

The Financial Year of the Club shall commence on the 1st April of the current year and terminate on the 31st March of the next year.

### **31. ANNUAL GENERAL MEETING**

Annual General Meetings shall have the following attributes: -

- 31.1. The Annual General Meeting of the Club shall be held in or about May of each year.
- 31.2. Any member wishing to have any matter included in the Agenda, other than an alteration to the Constitution (refer Article 31), must give the Secretary in writing sixty days before the date of the meeting, due notice of such matter and shall sign it as proposer, such proposal must bear the signature of another member as seconder.
- 31.3. Twenty-one days notice of such meeting shall be sent to every member with full agenda and posted on the Club notice board.
- 31.4. The place of meeting shall be decided by MANCOM.
- 31.5. A straight majority of votes carry any motion, other than an alteration to the Constitution (refer Article 31) brought forward in accordance with these rules at an Annual General Meeting or Special General Meeting.
- 31.6. The Chairman shall have a casting vote.
- 31.7. The order of business at the Annual General Meeting shall include the following:-
  - 31.7.1. Notice convening the meeting
  - 31.7.2. Apologies
  - 31.7.3. Approve minutes of the last Annual General Meeting and any subsequent Special General Meetings
  - 31.7.4. To consider and approve the balance sheet and income and expenditure statement, Treasurer's and Auditor's report



- 31.7.5. To receive and consider the Commodore's report
- 31.7.6. To consider and confirm election of Honorary Life Commodores and Honorary Life Members.
- 31.7.7. To consider and adopt proposals for the alteration of the Constitution of which due notice has been given in terms of the Constitution.
- 31.7.8. To elect Officer Bearers and Committee members for the ensuing year.
- 31.7.9. To consider any other matters of which due notice shall have been given
- 31.7.10. To appoint the Auditors and approve any fees
- 31.7.11. By permission of the Chairman any matter which may be discussed at the Annual General Meeting.
- 31.7.12. To set a date for the next Annual General Meeting.

### **32. ALTERATION OF CONSTITUTION**

Any member wishing to propose any alteration or addition to the Constitution must notify the Secretary in writing 60 days before the date of the Annual General Meeting / Special General Meeting and sign it as proposed. However in the event of MANCOM wishing to propose any alteration or addition to the constitution then such proposal shall accompany the notice of an Annual General Meeting / Special General Meeting. Such proposals must bear the signature of a seconder. A two thirds majority of those present and entitled to vote is required for any alteration to the Constitution.

### **33. SPECIAL GENERAL MEETING**

- 33.1. A Special General Meeting may be called at any time by MANCOM or must be on receipt of a requisition signed by five members stating the business to be discussed.
- 33.2. Notice and agenda of a Special General Meeting shall be sent by the Secretary to every member within 21 days of receipt of requisition and the meeting must be held after 14 days, but before 28 days of such notice.
- 33.3. Only such business may be discussed at a Special General Meeting as appears on the agenda.

### **34. QUORUMS AT MEETINGS**

Management Committee 5 Members (Refer Sub-Article 24.2)

Annual General Meeting 30 Members

Special General Meeting 30 Members

In the event that a quorum is not present within thirty minutes after the starting time of an Annual or Special General meeting, the meeting will be adjourned for an additional one hour, when those present and entitled to vote may proceed with the business of the original Agenda and all decisions recorded will be accepted as if a quorum was present.

### **35. VOTING RIGHTS**

Only ordinary, paid up members (refer Article 7), the Honorary Life Commodores and Honorary Life Members shall be entitled to one vote at an Annual or Special General meeting on production of a current membership card or proof thereof.

### **36. AUDITOR**

An Auditor, registered in terms of the Public Accountants and Auditors Act shall be appointed at the Annual General Meeting. He/she shall examine the books of account and balance sheet and income and expenditure statements at the end of the financial year and whenever requested by MANCOM. All such audits shall be reported to the members at the Annual General Meeting.

### **37. REGISTRATION OF WATERCRAFT**

- 37.1. Every form of watercraft (power, sail or otherwise) owned by any member(s) of the Club shall be registered on a form specified for the purpose by the Administrative Officer.
- 37.2. In the event of any change of ownership or name the same shall be notified to the Administrative officer and a registration effected.
- 37.3. The Administrative officer shall be notified of the disposal of a registered watercraft by any member.
- 37.4. A list of all watercraft by type name, and details of owner shall be maintained in the Clubhouse.

### **38. REGISTER OF MEMBERS**

A register of members of the Club shall be kept up to date by the Administrative officer and shall be made available for inspection by any member entitled to vote. This register shall also form a part of the books of account.

### **39. RESIGNATIONS**

Any member desirous of withdrawing from the Club shall be permitted to do so upon notifying the Administrative officer not later than 31st March 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.

### **40. VISITORS**

Any single, family or honorary member of the Club in good standing and paid up may introduce guests to the Club subject to the following conditions: -

- 40.1. The host member shall be present at all times during the guest's visit to the Club.

- 40.2. The host member shall at all times be responsible for the actions and behavior of his guest/s and shall ensure that such guests comply with all the provisions of the Club Constitution, By-laws in force from time to time and, in addition, any site layout or planning provision in force from time to time.
- 40.3. The host member shall ensure that all the necessary gate log entries as prescribed by MANCOM from time to time are complied with and shall be present to receive his guests at the gate or shall make prior arrangements for their entry in accordance with directions given by MANCOM from time to time.
- 40.4. The host member shall be responsible for the immediate payment of all visitors fees prescribed from time to time.
- 40.5. No country, junior, reciprocity or temporary member shall be entitled to introduce guests.
- 40.6. Visitors' fees for guests shall vary from time to time in accordance with the directions of MANCOM.

#### **41. MEMBERS WITHOUT CARAVAN SITES**

- 41.1. Any member who does not have a permanent caravan site shall be entitled to bring a caravan or tent on to the Club property but shall be charged a daily fee at a rate to be prescribed by MANCOM for each caravan parked or tent pitched on the Club property.
- 41.2. The above charge in respect of caravans shall not apply to any member who holds a permanent caravan site at the Club in respect of which an annual fee has been paid by such member and which accommodates the caravan of such member, provided that any member who holds a permanent caravan site shall not have more than one caravan on such site without the prior written approval of MANCOM and compliance by the site owner with any conditions imposed by MANCOM.
- 41.3. The onus rests on the member concerned to ensure that all the prescribed fees are promptly paid.

#### **42. NOTICES**

- 42.1. Every member shall furnish to the Administrative officer an address to which all notices shall be sent and any change in same shall be promptly sent to the Administrative officer.
- 42.2. All notices required by the Constitution, By-laws or rules to be sent to any member, shall be deemed to have been duly sent when mailed or otherwise forwarded to the address so furnished.

#### **43. DISCIPLINE**

- 43.1. MANCOM shall, at their first meeting after the Annual General Meeting, appoint at least two members as an Investigating Committee under this section. This independent body shall be responsible to Mancom for conducting investigations in terms of the procedures below and making recommendations accordingly.

- 43.2. MANCOM is the authoritative body in respect of discipline within the Club and shall take whatever measures as required to maintain an acceptable standard of behaviour and inflict the appropriate penalties whenever so required.

### 43.3. CODE OF CONDUCT

- 43.3.1. Unsatisfactory conduct shall include, but not be limited to:
- 43.3.1.1. Dissent at, or reaction in a provocative or disapproving manner, whether verbal or written.
  - 43.3.1.2. Physical abuse, intimidation, assault or attempting to intimidate or assault any member or individual.
  - 43.3.1.3. The use of crude, foul or abusive language or the making of offensive gestures or hand signals whether directly at a member or otherwise.
  - 43.3.1.4. Any form of abuse or discrimination, relating to race, religion, creed or any other nature.
  - 43.3.1.5. Willful damage to property, equipment or buildings.
  - 43.3.1.6. Endangering one's safety and/or the safety of others
  - 43.3.1.7. The use or distribution of illegal drugs or substances
  - 43.3.1.8. Ungentlemanly conduct or any other action that is likely to bring the club into disrepute or prejudice its good name or interests.
  - 43.3.1.9. Repeated infringements of the "spirit" of the club by a member or related individual, where each infringement, in itself does not merit any immediate disciplinary action. Such instances will result in a hearing and the member will be held responsible for his/her or related individual/s conduct.
  - 43.3.1.10. Any reported unacceptable behaviour, by word or action, at any function as participated by, or associated with the Club.

#### 43.4. REPORTING AN INCIDENT

- 43.4.1. Any complaint about incidents of misconduct or improper behaviour must be notified in writing to the Club Secretary no later than five (5) days following the incident. Any complaints reported outside this time will only be accepted in exceptional circumstances and at the discretion of the Commodore. The complaint should, however not necessarily, be supported with evidence such as written statements from witnesses and other documents.
- 43.4.2. The Investigating Committee shall convene a hearing within 30 days of receipt of the complaint and shall notify the Complainant and the Respondent of the date. It is the responsibility of the Complainant and the Respondent to present evidence, including arranging the attendance of witnesses, at the hearing.

#### 43.5. DISCIPLINARY HEARING

- 43.5.1. The hearing is not a Court of Law but an enquiry into the circumstances giving rise to the complaint. No legal representation will be allowed. The Investigating Committee shall comprise three (3) members, who shall be one (1) of the Club's Trustees and two (2) MANCOM members. The Trustee member shall Chair the hearing. The Chair shall appoint one of the members to make written notes of the hearing. The decision, penalty and other matters arising for determination at the Hearing shall be on the basis of a simple majority vote. In the event of a split decision, the Chair shall have a casting vote.
- 43.5.2. No person who is connected in any way with the complaint shall be involved in convening or officiating at the Hearing or on an Appeal. If this rule prevents the Commodore, trustee or other officer from fulfilling a function under these rules, that function shall be delegated by MANCOM to another officer or person.
- 43.5.3. The decision of the Investigating Committee shall be given in writing within seven (7) days of the meeting and will be actioned at the effective date subject to any possible appeal. In

the event of an appeal being lodged, the hearing sanction shall be suspended until determination.

- 43.5.4. The Chair shall determine the conduct of the hearing which shall be in accordance with these procedures.

43.6. **APPEAL PROCEDURE**

- 43.6.1. The Complainant and the Respondent may appeal the decision of the Investigating Committee. An appeal against the decision of the Committee shall be given in writing, setting out the reasons thereof and must be received by the Club Secretary no later than seven (7) days from the date of the decision to be appealed against. The Appeal Committee shall have the power to accept out of time appeals only in exceptional circumstances.
- 43.6.2. Upon receipt of the appeal, the Secretary shall convene a meeting of the Appeal Committee and give no less than 7 days notice to the Complainant and the Respondent.
- 43.6.3. The Appeal hearing is also not a Court of Law and no legal representation shall be allowed. The Appeal Committee shall comprise five (5) members, who shall be two (2) Trustees and three (3) MANCOM members, excluding any who comprised the initial Hearing whose decision is under appeal. In the event that there are insufficient qualified persons to sit on the Appeal Hearing, MANCOM may appoint other members of the Club to sit. The Appeal Committee shall nominate one of its members as Chair. The Chair shall appoint one of the members to make written notes of the Appeal Hearing.
- 43.6.4. The Appeal Committee shall have the power to overturn or vary the decision and to uphold, increase or decrease the sanction or penalty (if any) imposed.
- 43.6.5. The decision of the Appeal Committee shall be final and binding on all parties and shall be confirmed in writing by the Club Secretary as soon as possible thereafter.
- 43.6.6. The Chair shall determine the conduct of the appeal which shall be in accordance with these procedures.

43.7. **NOTIFICATION AND RECORDING OF OFFENCES**

43.7.1. All information relating to matters of Discipline will be retained by the Club and be available to all Flag Officers and MACOM members.

43.8. Without derogating from the generality of the foregoing any breach of the provisions of sub-Article 11.7 as inserted, or of Article 39, shall for the purposes of Article 42 be deemed to be ungentlemanly and/or unsportsmanlike and/or conduct injurious to the character of the Club and/or injurious to the interest of the Club.

#### **44. RULES BINDING ON MEMBERS**

All members shall be bound by these rules and MANCOM decision in the case of dispute or interpretation of the rules shall be final and binding on all members of the Club.

#### **45. COMPLAINTS**

45.1. All complaints shall be made in writing and must be in the hands of the Secretary at least three days prior to a MANCOM meeting; otherwise MANCOM may hold the complaint over until the following meeting.

45.2. Such complaint in writing need not be necessary if at least two members of MANCOM are witness to such complaint and they may request the Chairman or in his absence the Secretary to convene a special meeting of MANCOM. The nature of the business for which such a meeting is called shall, where possible, be stated in the notice convening the meeting, but in no case may any business, other than that for which the meeting is specially called, be discussed at such meetings.

#### **46. MEMBERS LIABILITY**

The liability of members is limited to the amounts, which they may be owing to the Club in respect of unpaid subscriptions or otherwise.

#### **47. TRANSITIONAL MATTERS**

In order to give effect to the implementation of measures to make the Club more financially viable it is resolved as follows: -

47.1. That 4 (four) or more affiliated clubs be established and that the Constitution of the affiliated clubs be approved by MANCOM.

47.2. That it be condition of membership of the Club (other than in respect of country or temporary members) that such member also be a member of one of the affiliated clubs and vice versa.

- 47.3. That the Club enter into agreement with each of the affiliated clubs regarding joint management of the clubs and to determine from time to time the pro rata share to be paid toward the administrative expenses and salary burden of the Club.
- 47.4. That all amounts collected in respect of annual subscriptions and caravan site fees for the 1997/1998 year be appropriated by MANCOM in its discretion toward each respective member's share of the Club's subscriptions and thereafter toward the fees/subscriptions of the 4 affiliated clubs once established.

#### **48. WINDING UP OF THE CLUB**

If at a Special General Meeting called for such purpose, the members decide to wind up the affairs of the Club, the assets remaining after settling all liabilities, shall be disposed of after consultation with South African Sailing (S.A.S.) in such manner as shall be decided by the Trustees of the Club and the President of S.A.S. to promote the interests of yachting in Gauteng and the Free State in particular.

#### **49. LIABILITY**

The Club does not accept any liability or responsibility for the actions of its staff members, other members' visitors and / or guests (list not exhaustive) that may result in or be the cause of any possible injury, damage to property or any other loss to any other party or Club member.

This Constitution affirmed at Annual General Meeting on 26th May 1974

Amended at Special General Meeting on 19th January 1975

Amended at Annual General Meeting on 25th May 1980

Amended at Annual General Meeting on 23rd May 1982

Amended at Annual General Meeting on 29th May 1983

Amended at Annual General Meeting on 27th May 1984

Amended at Annual General Meeting on 26th May 1985

Amended at Annual General Meeting on 25th May 1986

Amended at Annual General Meeting on 31st May 1987

Amended at Annual General Meeting on 27th May 1990

Amended at Annual General Meeting on 26th May 1991

Amended at Annual General Meeting on 24th May 1992

Amended at Annual General Meeting on 23rd May 1993

Amended at Annual General Meeting on 25th May 1997

Amended at Annual General Meeting on 28th May 2000

Amended at Annual General Meeting on 27th May 2001

Amended at Annual General Meeting on 23rd May 2004

Amended at Annual General Meeting on 17th May 2009

Amended at Annual General Meeting on 16th May 2010

Amended at Annual General Meeting on 22nd May 2011

Amended at Annual General Meeting on 18th May 2014



Amended at Annual General Meeting on 28th May 2017

Amended at Annual General Meeting on 27th May 2018

Amended at Annual General Meeting on 27th May 2019

Amended at Annual General Meeting on 12th June 2022