



**Kyalami
Park**

CLUB

Kyalami Park Club Constitution

*Adopted at the Special General Meeting of the Kyalami Park Club, held on the 27th February 2020 at
Kyalami Equestrian Park, 1 Dahlia Road, Kyalami*

CONSTITUTION OF THE KYALAMI PARK CLUB

PREAMBLE

The Kyalami Park Club (the "**Club**") was known as The Gauteng Horse Society prior to the adoption of this Constitution.

The Gauteng Horse Society was initially created as an unincorporated voluntary association (previously styled a "society" and now styled a "club") with its own legal personality separate from those of its members, management committees, affiliated bodies and other management structures.

By adopting this constitution (the "**Constitution**") the Club continues to exist as an unincorporated, registered non-profit organization and voluntary association with the same legal personality as before (separate from the legal personalities of its members and its management structures) but transforms its nature from that of a provincial horse society (under the now defunct system operated by the South African Equestrian Association or SAEA) into that of a club (under the system now operated by the South African Equestrian Federation or SAEF), as more fully set out in this Constitution.

The Club is a major shareholder of The South African National Equestrian Centre (Pty) Ltd, (registration number 1972/005124/07) (the "**Company**"). The Company, in turn, is the registered owner of Portion 114 (a Portion of Portion 4) of the Farm Witpoort No. 406, Registration Division J.R., Province of Gauteng (the "**Property**"). The Property is known as "Kyalami Equestrian Park" at the Adoption Date.

By arrangement between the Club and the Company, the Club has use and enjoyment of portions of the Property relevant to the activities of the Club, and the Club will pay a monthly rental to the Company, in accordance with the lease agreement concluded with the Company for such use and enjoyment.

The Club will be registered as a club with SAEF (as defined in 2.1 hereof) and will be affiliated to certain Discipline Associations (as defined in 2.1 hereof).

Anne-Marie Esslinger
Exco - Club Chairperson

Jeanette Elizabeth Schulz
KPC Club Manager

1. **NAME**

The name of the Club is "Kyalami Park Club". The abbreviation of the Club's name is "KPC".

2. **DEFINITIONS AND ANNEXURES**

2.1. In this Constitution the following definitions will, unless the context indicates otherwise, apply:

- 2.1.1. **"Additional Disciplines"** means any branch of Equestrian Sport (other than a Founding Discipline) that is represented by a Discipline Association which is a member of SAEF and which the Executive Committee decides will be a Recognised Discipline; provided that the Executive Committee may decide at any time thereafter that any such Additional Discipline will no longer be a Recognised Discipline for the purposes hereof;
- 2.1.2. **"Adoption Date"** means 27 February 2020;
- 2.1.3. **"Adult"** means a natural person who is 18 years and older;
- 2.1.4. **"AGM"** means an annual general meeting of the Members of the Club;
- 2.1.5. **"Child"** means a natural person who is under 14 years;
- 2.1.6. **"Club Manager"** means the person appointed by the Executive Committee as the manager of the Club responsible for the day-to-day running of the Club acting under the authority of the Executive Committee;
- 2.1.7. **"Discipline Associations"** means Discipline Associations that are members of SAEF;
- 2.1.8. **"Executive Committee"** means the executive committee of the Club;
- 2.1.9. **"Equestrians"** means persons who compete in the Founding Disciplines or who take part in the Founding Disciplines as officials recognised by the relevant Discipline Associations;
- 2.1.10. **"Equestrian Sports"** means all forms of equestrian sport;
- 2.1.11. **"Founding Disciplines"** means dressage, driving, equitation, eventing, jumping, showing, vaulting and para-equestrian (but only in respect of the other Founding Disciplines);
- 2.1.12. **"Junior"** means a natural person who is 14 years and older, but who is not older than 18 years;
- 2.1.13. **"KPC"** means the abbreviated name of the Club;
- 2.1.14. **"Maltreatment"** without limiting the generality of the concept means, but shall not be limited to, mistreatment, abuse, damage cruelty, injury and neglect;
- 2.1.15. **"Membership Years"** means years commencing on 1 January;

- 2.1.16. **“Other Sports”** means non-motorised sports and non-motorised recreational activities (other than Equestrian Sports) which the Executive Committee resolves from time to time to recognise as “Other Sports”; provided that the Executive Committee may decide at any time thereafter that any such Other Sport will no longer be an Other Sport for the purposes hereof;
- 2.1.17. **"Recognised Disciplines"** means the Founding Disciplines and the Additional Disciplines.
- 2.1.18. **"SAEF"** means SAEF as defined in the preamble being the South African Equestrian Federation;
- 2.1.19. **"SGM"** means a special general meeting of the Members of the Club;
- 2.1.20. **“Sports”** means Equestrian Sports and Other Sports.

2.2. Words defined elsewhere in this Constitution.

3. **OBJECTS**

3.1. **Primary Objects of the Club**

The primary objects of the Club are:

- 3.1.1. to promote the utilisation of the Property for the Founding Disciplines;
- 3.1.2. to promote the utilisation of the Property for the Additional Disciplines to the extent that same is not to the detriment of the Founding Disciplines;
- 3.1.3. to promote the utilisation of the Property for Other Sports to the extent that same is to the material benefit of the Founding Disciplines;
- 3.1.4. to ensure that the best interests of horses are served in all Equestrian Sports which take place on the Property and in any activity involving horses on the Property;
- 3.1.5. to ensure that the best interests of all animals are served in all Sports which take place on the Property and in any activity involving any animals on the Property;
- 3.1.6. to promote good sportsmanship, respect for nature and all animals and honorable practice by Members of the Club and all users of the Property;
- 3.1.7. to co-operate where necessary with any institutions, bodies or persons to further the interests of the Club;

- 3.1.8. to ensure that the laws of the Republic of South Africa are observed where applicable in any activities of the Club or any activities which are conducted under the auspices of the Club or conducted on the Property;
- 3.1.9. to act in the best interests of its Members in all matters pertaining to the Club; and
- 3.1.10. to promote the best interests of the Club.

3.2. **General Powers of the Club**

The general powers of the Club are, in the furtherance of its objects:

- 3.2.1. to acquire and hold (whether by purchase, donation or otherwise) any property;
- 3.2.2. to let or hire any property;
- 3.2.3. to dispose of (whether by purchase, donation or otherwise) any property;
- 3.2.4. to deal (including by exchange) with any property;
- 3.2.5. to alter any of the rights, restrictions, privileges, benefits or controls attaching to any property;
- 3.2.6. to improve, add to or alter any property;
- 3.2.7. to acquire any rights or privileges;
- 3.2.8. to waive or abandon any rights or privileges;
- 3.2.9. to conclude agreements with any persons for the rendering of any services to the Club;
- 3.2.10. to appoint any persons as the agent or representative of the Club;
- 3.2.11. to employ employees of the Club;
- 3.2.12. to fund any activities of the Club;
- 3.2.13. to invest any of money of the Club in any form of investment;
- 3.2.14. to donate money or property of the Club to any person, body or institution for Equestrian Sport purposes or for animal welfare purposes;
- 3.2.15. to accept any gifts, donations or bequests made to the Club;
- 3.2.16. to incur any debts (including borrowing money);
- 3.2.17. to grant credit to any person;
- 3.2.18. to grant any security for the obligations of the Club (including any guarantee, suretyship, bond, pledge or cession);

- 3.2.19. to accept any security for any obligations owed to the Club (including any guarantee, suretyship, bond, pledge or cession);
- 3.2.20. to execute and/or recover against any security granted to the Club (including any guarantee, suretyship, bond, pledge or cession);
- 3.2.21. to give any indemnities for the Club;
- 3.2.22. to determine (including vary) the terms and conditions of any agreements concluded by the Club;
- 3.2.23. to terminate or cancel any agreement concluded by the Club;
- 3.2.24. to sign and execute transfers, cessions, delegations or assignments (including any deeds or powers of attorney) of property, bonds, consents to cancellations of bonds, leases and servitudes, and generally all documents of any nature whatsoever as may be necessary from time to time in connection with the acquisition, realisation, disposal or encumbrance of property;
- 3.2.25. to compromise, compound or settle all claims made by or against the Club;
- 3.2.26. to indemnify any committee, committee member, official (including officials at shows), officer or representative of the Club against claims (whether for damages, losses, costs, charges, expenses or otherwise);
- 3.2.27. to reimburse any committee, committee member, official (including officials at shows), officer or representative of the Club for any costs, charges and expenses as they may necessarily incur in the exercise of their duties on behalf of the Club;
- 3.2.28. to institute and hold disciplinary proceedings, and to enforce the findings of those proceedings, both against members and against other persons in the presence of the Club and/or during Club events;
- 3.2.29. to institute, defend and/or prosecute any legal proceedings (including any arbitration or mediation proceedings) for or against the Club in its own name;
- 3.2.30. to take any steps to enforce its rights and remedies, and to fulfil its obligations;
- 3.2.31. to make, draw, issue, execute, accept, endorse or discount promissory notes, bills of exchange and any other kind of negotiable or transferable instruments;
- 3.2.32. to open and operate accounts with any financial institution;
- 3.2.33. to hold any interest (including shares, members interest or loan accounts) in any juristic person and to exercise and/or enforce all rights attaching to such interest;
- 3.2.34. take part in the management, supervision and control of any juristic person (including its business or property);

- 3.2.35. to exercise the voting powers attached to any shares, debentures or any interest in any juristic person;
- 3.2.36. to cause (either solely or in conjunction with other persons) any reorganisation, consolidation, merger, readjustment, alteration or conversion of any shares or interest of or in any juristic persons which may at any time be held by the Club;
- 3.2.37. to exercise any rights of conversion or subscription appertaining to any shares at any time held in any juristic persons;
- 3.2.38. to exercise any rights attaching to any shares held by it in, members' interest held by it in or membership by it of, any juristic person;
- 3.2.39. to appoint representatives of the Club to any board or committee of any juristic person in which the Club has an interest;
- 3.2.40. to enter into any shareholders or members agreement in respect of any juristic person in which the Club has an interest;
- 3.2.41. to do anything which is lawful to attain the objects of the Club.

For the purposes hereof, "property" includes any property whether movable or immovable, corporeal or incorporeal (including, without limitation, any shares).

4. **CHAIRPERSON AND VICE-CHAIRPERSON OF THE CLUB**

- 4.1. The chairperson of the Executive Committee is the chairperson of the Club.
- 4.2. The vice-chairperson of the Executive Committee is the vice-chairperson of the Club.

5. **FINANCIAL YEAR END**

The financial year end of the Club is 31 December of each year.

6. **MEMBERS**

- 6.1. The Club's members (the "**Members**") will be such persons who apply to the Executive Committee for admission as members of the Club and who are from time to time admitted to membership of the Club ("**Memberships**") by the Executive Committee.
- 6.2. As at the Adoption Date, the Club's membership consists of the relevant categories of Memberships as detailed on the Club's website and such other categories as may be determined by the Club from time to time (provided that the Executive Committee may only determine additional categories that have no voting rights).

- 6.3. To add, amend or delete any membership category which has voting rights, such additions, amendments or deletions may be determined by the Club in general meeting from time to time. As at the Adoption Date the current voting membership categories are:
 - 6.3.1. Adult Members
 - 6.3.2. Official Members, provided Annual Membership fees have been paid
 - 6.3.3. Owner / Sponsor Members
 - 6.3.4. Honorary Members
 - 6.3.5. Custodian Members
- 6.4. The admission fee payable to the Club by an applicant for Membership will be determined by the Executive Committee from time to time in accordance with 8.1 hereof unless it is otherwise determined by the Club in general meeting.
- 6.5. Every Member will be bound by this Constitution and the regulations of the Club.
- 6.6. The Executive Committee can:
 - 6.6.1. Decline any application for admission to Membership for any reason as determined by the Executive Committee in its sole discretion;
 - 6.6.2. Decline to renew any Membership for any good reason as reasonably determined by the Executive Committee; and/or
 - 6.6.3. Terminate or suspend any Membership for good reason as reasonably determined by the Executive Committee.
- 6.7. If the Executive Committee has admitted an applicant for Membership in accordance with 6.1 hereof, that admission to Membership is for a Membership Year (or the relevant part thereof, where applicable) and is renewable annually.
- 6.8. A Member may resign at any time during a Membership Year by giving written notice to that effect to the Executive Committee but that Member will not thereby be released from any of his, her or its liabilities to the Club at the time of resignation.
- 6.9. All applications for Membership (including annual renewals of Memberships) will be made in the form determined by the Executive Committee from time to time.
- 6.10. Members (and applicants for Membership) will provide the Executive Committee on request with all information and documentary proof required by the Executive Committee to assess applications for Membership and to determine whether or not Members are entitled to be Members in any category of Membership.
- 6.11. Persons, who are participating in events on the Property and are not Club Members but have paid the Temporary Member surcharge, will be considered as a Member in terms of this Constitution and will be bound by the terms of this Constitution.

7. RIGHTS OF MEMBERS

- 7.1. Save as provided to the contrary in this Constitution, all Members who are Adults, who are entitled to vote as envisaged in the approved Membership categories, and who are personally present, are entitled to vote at meetings of the Club where a vote of Members is required. Each Member is entitled to only 1 vote on each matter voted upon at any meeting.
- 7.2. Only Members who are Adults will be eligible for election to any office of the Club.
- 7.3. No Member will have any right, title or interest in or to any property or funds of the Club.
- 7.4. Members may use the facilities of the Club (including liquor and refreshments supplied on the Premises) as determined by the Executive Committee from time to time, but subject to the applicable laws, by-laws, regulations, ordinances, town planning scheme, conditions of title, servitudes and licenses (including liquor licenses).
- 7.5. Members may bring guests to the Premises on the basis and subject to the conditions determined by the Executive Committee from time to time.

8. FEES AND SUBSCRIPTIONS

- 8.1. The Executive Committee may from time to time determine and impose on Members (and/or, if applicable, applicants for Membership) such admission fees, annual subscriptions and other fees as it in its discretion may deem fit. The Executive Committee may during any Membership Year increase all or any of those fees and subscriptions which apply in respect of that Membership Year, provided that any such increase may not exceed 20% of the then applicable fee or subscription which is so being increased unless that increase is also approved at a general meeting of the Members.
- 8.2. Members who join the Club before July of any Membership Year must pay the full annual subscription for that Membership Year to the Club. Members who join the Club after June of any Membership Year must pay the following annual subscriptions to the Club in respect of that Membership Year:
 - 8.2.1. Members joining during July, 50% of the annual subscription for that Membership Year;
 - 8.2.2. Members joining during August, 37.5% of the annual subscription for that Membership Year;
 - 8.2.3. Members joining during September, 25% of the annual subscription for that Membership Year;
 - 8.2.4. Members joining during October, 12.5% of the annual subscription for that Membership Year;

- 8.2.5. Members joining during November or December will not be liable for annual subscriptions for that Membership Year provided that they pay the full annual subscription for the following Membership Year when that becomes due and payable.
- 8.3. Admission fees are payable in full by the applicants for Membership to the Club irrespective of the date of joining as a Member.
- 8.4. An applicant for Membership must pay the admission fee and the applicable first annual subscription when applying for Membership. The Club must refund that admission fee and annual subscription if that applicant is not admitted to Membership of the Club.
- 8.5. Members must pay their annual subscriptions to the Club on or before 1 January of each Membership Year.
- 8.6. Members whose fees and/or subscriptions are not paid in full by 1 January of a Membership Year will not be in good standing with the Club and such a Member's Membership will automatically terminate on 31 January of that Membership Year if such amounts are not paid by then.
- 8.7. The Executive Committee may permit members to pay their annual subscriptions in instalments, subject to the following:
 - 8.7.1. The full outstanding balance of the annual subscription becomes immediately due and payable in the event that the member ceases to be a member of the Club for any reason whatsoever before same is paid in full.
 - 8.7.2. The Executive Committee may impose bank charges in respect of instalments.
 - 8.7.3. The Executive Committee may impose interest charges in respect of the outstanding balance of the annual subscription from time to time determined at such rate and calculated on such basis as the Executive Committee may determine from time to time.
 - 8.7.4. The Executive Committee may permit instalments to be paid by debit order subject to such terms as the Executive Committee may determine from time to time.
- 8.8. Members, in addition to their annual subscriptions, will be obliged to pay to the Club any special levy as determined by the Executive Committee from time to time.

9. **MEETINGS OF MEMBERS**

- 9.1. Meetings of Members of the Club will either be AGMs or SGMs.
- 9.2. **AGMs**
 - 9.2.1. An AGM must be held on or before 30 April of each year.

- 9.2.2. A preliminary notice must be posted or otherwise sent to Members by the Club at least 40 days before the date of the AGM. Such date may be amended by the giving of amended preliminary notices. Such notice will:
- 9.2.2.1. Notify Members of the date of the AGM.
 - 9.2.2.2. Call on Members (who are Adults and who are entitled to vote) to submit proposals for discussion at the AGM and proposals to amend the Constitution in terms of 21 hereof. Such proposals must be signed by both the proposer and a seconder. The proposer and the seconder will both be Members who are Adults and are entitled to vote. Such proposals must be given to the Club in writing and must be delivered to the Club at least 30 days prior to the date of the AGM. Both the proposer and the seconder must be present at that AGM, failing which the proposal will not be considered.
 - 9.2.2.3. Call on Members (who are Adults and who are entitled to vote) to submit nominations for election of Members to the Executive Committee. Such nominations must be signed by both the proposer and a seconder. The proposer and the seconder will both be Members who are Adults and are entitled to vote. Such nominations must be given to the Club in writing and must be delivered to the Club at least 30 days prior to the date of the AGM. Both the proposer and the seconder must be present at that AGM, failing which the nomination will not be considered.
- 9.2.3. The notice convening the AGM must be posted or sent otherwise by the Club to Members not less than 20 days prior to the date of the AGM. Such notice must be accompanied by a copy of each of the following documents (alternatively, Members must be advised in such notice that these documents are available on the official website of the Club, and they must be so available on the date on which such notice is sent to Members):
- 9.2.3.1. the agenda for that AGM;
 - 9.2.3.2. the minutes of the last AGM and of any SGMs held since the last AGM;
 - 9.2.3.3. the annual report of the chairperson for the preceding year ;
 - 9.2.3.4. the audited financial statements of the Club for the preceding financial year of the Club.
- 9.2.4. The agenda for an AGM will include (but not necessarily be limited to) the following items:
- 9.2.4.1. reading the notice convening the AGM;
 - 9.2.4.2. recording apologies;

- 9.2.4.3. approving the minutes of the previous AGM as well as any SGMs held since the last AGM;
- 9.2.4.4. discussing matters arising from those minutes;
- 9.2.4.5. approving the reports from the chairperson of the Club;
- 9.2.4.6. receiving and considering the Club's treasurer's report as well as the audited financial statements of the Club for the preceding financial year of the Club;
- 9.2.4.7. electing members for the Executive Committee in terms of 10 hereof;
- 9.2.4.8. electing an auditor for the ensuing financial year;
- 9.2.4.9. considering, discussing and if necessary accepting proposed amendments to this Constitution in terms of 21 hereof;
- 9.2.4.10. dealing with any proposal received in terms of 9.2.2.3 hereof; and
- 9.2.4.11. close the meeting.

9.3. **SGMs**

- 9.3.1. The Executive Committee may convene SGMs at any time it deems fit, provided that at least 20 days' written notice of such a SGM must be given to the Members.
- 9.3.2. The Executive Committee must convene a SGM within 60 days after receipt of a request in writing therefor signed by not less than 30 Members who are entitled to vote.
- 9.3.3. SGMs will be held at such a time and place as is determined by the Executive Committee. The notice convening the SGM will specify the business to be transacted at that SGM and only that business will be discussed at the meeting.
- 9.3.4. The minutes of any SGM have to be published by the Club to the Members within 30 days from the date of the meeting.

9.4. The procedures at AGMs and SGMs will be as follows:

- 9.4.1. The quorum both for an AGM and a SGM of the Club will be at least 10 Members who are entitled to vote at that meeting.
- 9.4.2. If after 30 minutes of the appointed time for an AGM no quorum is present, that AGM will stand adjourned for 7 days. At such adjourned AGM the Members then present will form a quorum.
- 9.4.3. If after 30 minutes of the appointed time for a SGM no quorum is present, the motion before the SGM will have been defeated and the meeting will have ended.

- 9.4.4. The chairperson or vice-chairperson (in the absence of the chairperson) of the Club will preside as the chairperson at all AGMs and all SGMs; provided that if neither of them is present within 10 minutes of the appointed time of the meeting, a chairperson elected by those Members who are present at that meeting and who are entitled to vote, will preside as the chairperson at that meeting.
- 9.4.5. Save as otherwise expressly provided in this Constitution, all Members' resolutions will have been passed if they were supported by a simple majority of the votes cast at a quorate Members' meeting.
- 9.4.6. Voting at meetings of the Members will be by a show of hands or, if the chairperson so directs, by a ballot.

10. EXECUTIVE COMMITTEE

- 10.1. The business and affairs of the Club will be managed by the Executive Committee which has the authority to exercise all of the powers and perform all of the functions of the Club, except to the extent that this Constitution provides otherwise.
- 10.2. The Executive Committee will consist of 7 (seven) executive committee members ("**Executive Committee Members**") elected by the Members of the Club at the AGM.
- 10.3. The Executive Committee Members who have been in office for 2 consecutive terms (a term being a period from one AGM to the next) since their last election will automatically retire at the AGM held each year, but will be eligible for re-election as Executive Committee Members at that AGM; provided that Executive Committee Members who so make themselves available for re-election will advise the Executive Committee of their intention to do so at least 30 days prior to the date on which the AGM is to be held.
- 10.4. Nominations for election of Members to the Executive Committee will take place in terms of 9.2.2.3 hereof. If there are no such nominations or there are insufficient nominations to fill all the vacancies on the Executive Committee, then the Executive Committee Members who remain in office will constitute the Executive Committee until the vacancies on the Executive Committee are filled in terms of this Constitution. If the Executive Committee Members remaining in office are less than the number required to form a quorum in terms of 10.9 hereof, then the number required to form a quorum will be all the Executive Committee Members until a sufficient number of Executive Committee Members is elected to the Executive Committee to fulfill the quorum requirements of 10.9 hereof.
- 10.5. If an Executive Committee Member vacates his or her office for any reason other than automatic retirement at an AGM or if insufficient Executive Committee Members are elected to the Executive Committee to form a quorum in terms of 10.9 hereof, the Executive Committee Members then in office may elect Executive Committee Members to fill those vacancies but those Executive Committee Members will automatically retire at the first AGM held after their election in terms hereof and can only be nominated for re-election in terms of 9.2.2.3 hereof.

- 10.6. An Executive Committee Member who is absent without leave from 3 consecutive Executive Committee meetings may be removed from office by a majority decision of the other Executive Committee Members.
- 10.7. The Executive Committee may, in its discretion, co-opt to the Executive Committee not more than 2 additional Executive Committee Members ("**Co-Opted Members**") who will have the same rights and powers as the other Executive Committee Members, except that they will not be entitled to vote on any Executive Committee decision nor will they be entitled to serve as the chairperson or vice-chairperson of the Executive Committee.
- 10.8. The Executive Committee Members will meet together for the dispatch of business, and may adjourn or otherwise regulate their meetings as they deem fit. Proceedings at meetings will be recorded in minute form.
- 10.9. Subject to 10.4 hereof, 3 Executive Committee Members (who are not Co-Opted Members) will form a quorum of the Executive Committee. Each Executive Committee Member (who is not a Co-Opted Member) will have 1 vote on any decisions taken by the Executive Committee.
- 10.10. Immediately after the election of the new Executive Committee at an AGM and the close of that AGM, the Executive Committee will appoint from its members a chairperson, a vice-chairperson and a treasurer for the ensuing year. The Executive Committee will furthermore have the power to remove and/or replace the chairperson, the vice-chairperson and/or the treasurer at anytime.
- 10.11. The Executive Committee will appoint those Executive Committee Members who are responsible for looking after the interests of the Founding Disciplines, and dealing with matters of the Club directly affecting the Founding Disciplines. The Executive Committee Members so appointed may be responsible for looking after the interests of more than one Founding Discipline, depending on whether or not the number of Members supporting a Founding Discipline are sufficient to justify same.

11. **POWERS OF THE EXECUTIVE COMMITTEE**

In addition to the powers, functions and authorities conferred upon it in this Constitution, the Executive Committee may exercise all such powers, perform all such functions, do all such things, sign all such documents and perform all such acts as may be exercised or done by the Club (including those set out in 3.2 hereof), save as is set out in this Constitution or is resolved otherwise by the Members at a general meeting of the Club. However, any limitation imposed by way of a resolution passed by the Club in general meeting will not invalidate any prior decision or act of the Executive Committee that would have been valid if such resolution had not been passed.

12. SUB-COMMITTEES

- 12.1. The Executive Committee may from time to time appoint, reconstitute and delegate to one or more sub-committees (“**Sub-Committee**”) any of its powers and/or functions and impose such conditions with regards to such delegations as it thinks fit. The Executive Committee may by written notice to:
 - 12.1.1. any such Sub-Committee revoke any such delegation, in whole or in part;
 - 12.1.2. any Sub-Committee member remove that person as a member of that Sub-Committee.
- 12.2. Only Members who are Adults that are entitled to serve on committees are entitled to serve on Sub-Committees.
- 12.3. The procedures of all Sub-Committees are as follows:
 - 12.3.1. Such Sub-Committees will meet together for the dispatch of their business and may adjourn or otherwise regulate their meetings as they deem fit. They will keep minutes of their proceedings and recommendations. Copies of all minutes will be handed to the Club Manager for record keeping purposes and for distribution to the Executive Committee and further as the Executive Committee may determine.
 - 12.3.2. A member of any Sub-Committee may be removed by the Executive Committee at any time and for any reason by way of the Executive Committee giving a written notice to that effect to that member.
 - 12.3.3. The quorum for a meeting of a Sub-Committee will be 3 Sub-Committee members who are entitled to vote on that Sub-Committee.

13. ACCOUNTS AND FINANCIAL YEAR

The Executive Committee will cause proper books to be kept recording the monies received and expended by the Club, the income and expenses of the Club and of the assets and liabilities of the Club. Such books will be audited annually (or more frequently if so required by the Executive Committee or the members in General Meeting from time to time). If the Auditor appointed at an AGM is or becomes unable to so act, the Executive Committee will appoint another registered auditor to act in his or her stead. Members of the Executive Committee are precluded from acting as the Auditor. At the AGM in every year the Executive Committee will lay before the Members the auditor's report as well as the Club's audited financial statements for the last financial year of the Club that ended before the AGM. Those statements will be approved by the Executive Committee and signed by 2 of its members prior to the AGM.

14. **NOTICES OF ADDRESS**

Every Member must register with the Club an address (postal or electronic or both) to which notices, invoices, statements of account and any other communication of whatsoever nature may be sent, but the non-receipt of same by a Member will not invalidate the proceedings at any meeting to which such notice may relate or refer, nor release the Member from any liability for payment or from any other obligation owed by that Member to the Club. All communications from the Club to Members pertaining to an AGM or a SGM, as well as statements, will be sent by the Club to Members electronically unless a Member specifically requests the Club in writing to do so to that Member's postal address, in which case the Executive Committee may impose an additional mailing fee (as determined by the Executive Committee from time to time) to cover that additional expense.

15. **MALTREATMENT**

- 15.1. No Member will maltreat any animal, employee, official, competitor, visitor or any other person. Any such maltreatment will be regarded as a serious contravention of this Constitution.
- 15.2. For the purposes hereof, maltreatment (without limiting the generality of the concept) includes causing the death, injury or discomfort of an animal through abuse, neglect, malice or cruelty, failing to ensure the wellbeing of an animal owned by or in the care of or under the control of the person concerned, depriving any animal owned by or in the care of or under the control of the person concerned of food or water, whipping or beating an animal excessively, subjecting an animal to any kind of electric shock device, using spurs or jabbing an animal in the mouth with a bit excessively or persistently, remounting (or attempting to remount) an obviously exhausted, lame or injured animal, rapping an animal, hyper-sensitising any part of an animal and leaving an animal without adequate food, drink or exercise.

16. **DISSOLUTION OF THE CLUB**

- 16.1. The Club may only be dissolved by a resolution of the Members taken at an AGM or a SGM that is passed by at least 80% of the Members who are entitled to vote at that meeting.
- 16.2. Upon the dissolution of the Club, the Club's remaining assets (after discharging all of the Club's debts, liabilities and obligations) will be donated by the Club to anybody or fund with similar non-profit interests to those of the Club as determined at the AGM or the SGM at which the Club is dissolved. The decision to donate the assets is required to be passed by at least 80% of the Members who are entitled to vote at that meeting.

17. **LEGAL STATUS OF THE CLUB**

The Club is a juristic person with full powers to do all things set out in, contemplated by or necessary in order to give effect to this Constitution, including, without limitation, to institute and defend legal and dispute resolution proceedings, appeals and arbitrations in its own name, to hold, buy, sell, encumber, bank and/or pledge property and assets (movable and immovable) and to do all things necessary to protect and further its interests. All legal processes and documents to give effect thereto, may be signed by the chairperson or any person/s authorized to do so by the Executive Committee.

18. **LIABILITY OF MEMBERS**

18.1. Members are not liable for the Club's debts purely as a result of them being Members of the Club.

18.2. If, in any litigation or other dispute resolution proceedings (including review proceedings) instituted by the Club against (or in respect of disciplinary proceedings brought by the Club against) a Member, an order for costs is made against the Member, then that order will be for costs on an attorney-and-own-client scale. Each Member is regarded to have consented to the order of costs being made on that basis.

18.3. If a Member institutes any litigation or other dispute resolution proceedings (including review proceedings) against the Club, then whether or not the Member is successful in such proceedings, the Member will be liable for all costs on an attorney-and-own-client scale incurred by the Club in respect of such proceedings. Each Member is regarded to have consented to an order of costs being made by a court of law in proceedings and on such basis.

18.4. No Member will have any claim for damages or compensation (including costs) against the Club (including the employees, agents, officials and members of committees of such bodies in their capacities as such) arising from or in connection with the enforcement (including the exercise and/or fulfilment of powers, rights and obligations) of this Constitution (including its regulations) in accordance with its terms.

18.5. The members of the Executive Committee, the members of other committees of the Club, the officials and officers of the Club (including the employees, agents and officials at shows on the Property) are indemnified and held harmless by the Club against all claims (whether for damages, losses, costs, charges, expenses or otherwise) which are made against them arising from or in connection with the execution or purported execution of any duties on behalf of the Club, save to the extent arising from or in connection with a malicious or reckless or grossly negligent act or omission of the member, official or officer concerned.

19. **RECORDS**

The Executive Committee will ensure that proper records (including a register of Members) are kept relating to the management and running of the Club.

20. DISCIPLINARY MATTERS

- 20.1. Any Member who contravenes this Constitution is subject to the disciplinary procedures set out herein. A contravention of the regulations made under this Constitution is deemed to be a contravention of this Constitution for the purposes of this clause 20.
- 20.2. Complaints against a Member that that Member has breached this Constitution can be made by any interested person in writing to the Executive Committee or to the Club Manager or to the show director of any show (where the complaint relates to a contravention at or in relation to a show on the Property) or to a judge of any show (where the complaint relates to a contravention at or in relation to a show on the Property); provided that the Club Manager show director or judge receiving the complaint will forward same to the Executive Committee for further action as soon as practically possible.
- 20.3. The Executive Committee (or the chairperson or the vice-chairperson of the Club) will appoint a disciplinary committee to hear a complaint against a Member if the complaint is *reasonably* founded and is not frivolous if the Executive Committee (or the chairperson or the vice-chairperson of the Club) also determines that the complaint has been made in good time and the Executive Committee (or the chairperson or the vice-chairperson of the Club) is of the opinion that the complaint should be adjudicated on by a disciplinary committee.
- 20.4. The Executive Committee or the disciplinary committee charged with holding a disciplinary enquiry in respect of a complaint may elect to accept a written admission of guilt by the accused (together with a reprimand of the accused and / or the payment of a penalty by the accused) in lieu of holding a disciplinary enquiry in respect of the complaint. Admissions of guilt will not be considered appropriate in instances where the Executive Committee or the disciplinary committee is of the opinion that the contravention complained of is serious enough to warrant suspension or expulsion, if founded.
- 20.5. The following are the disciplinary procedures which apply to contraventions of this Constitution and to the proceedings of disciplinary committees approved under 20.3 hereof:
- 20.5.1. The Executive Committee (or the chairperson or the vice-chairperson of the Club) will appoint a disciplinary committee consisting of at least 3 persons selected by the Executive Committee (or the chairperson or the vice-chairperson of the Club). The disciplinary committee may be assisted by experts of its choice who will form part of the disciplinary committee; provided that such experts may not exceed 2 in number without the approval of the Executive Committee (or the chairperson or the vice-chairperson of the Club).
- 20.5.2. The accused will be advised of the alleged contravention by the Club either orally or in writing as soon as practically possible after the disciplinary committee has been charged with the adjudication of the alleged contravention.

- 20.5.3. The disciplinary enquiry proceedings will be commenced within 60 days (or such extended period as the Executive Committee, or the chairperson or the vice-chairperson of the Club, may determine) after the accused has been advised of the alleged contravention at a time and place determined by the disciplinary committee. The accused will be given fair notice of the time and place at which the disciplinary enquiry will be held.
- 20.5.4. The accused is entitled to be represented at the disciplinary enquiry by a fellow Member (free of consideration and not in any professional capacity). The accused is not entitled to any other representation; provided that the disciplinary committee may in exceptional cases, on written application by the accused setting forth compelling reasons, grant the accused the right to professional legal representation. This representation may be granted in the absolute discretion of the disciplinary committee in order to attain procedural fairness, and taking into account such factors as the nature of the charges brought against the accused; the degree of legal or factual complexity involved; the potential seriousness of the consequences of an adverse finding; the availability of suitably qualified legal representatives amongst fellow Members; and any other factors which the disciplinary committee in its discretion considers relevant in light of the circumstances which prevail in the particular case.
- 20.5.5. The Executive Committee (or the chairperson or the vice-chairperson of the Club) will appoint a Member (free of consideration and not in any professional capacity) as a prosecutor to prosecute the alleged contravention before the disciplinary committee and to gather evidence of the alleged contravention.
- 20.5.6. The Executive Committee may prescribe forms for use in connection with such disciplinary proceedings. In such event, such forms will be used insofar as practically possible.
- 20.5.7. The disciplinary committee will determine its own procedures for holding the disciplinary enquiry.
- 20.5.8. The chairperson of the disciplinary committee will maintain order during the disciplinary enquiry.
- 20.5.9. The prosecutor will detail the alleged contravention at the commencement of the disciplinary proceedings and will present evidence of the alleged contravention to the disciplinary committee.
- 20.5.10. The accused or his/her representative will have an opportunity to state his/her case and to present evidence to the disciplinary committee in respect of the alleged contravention.
- 20.5.11. The prosecutor, the accused (or his/her representative) and the disciplinary committee may examine all witnesses.

- 20.5.12. After all evidence has been presented, the disciplinary committee will adjourn to consider all evidence and to make its finding on whether or not the accused has contravened this Constitution.
- 20.5.13. If the disciplinary committee finds that the accused has contravened this Constitution, the disciplinary committee may in respect of each such finding of a contravention, either:
- 20.5.13.1. reprimand the Member;
- 20.5.13.2. suspend the Member from the Club for a specified period (not exceeding the maximum number of days for such suspensions as determined by the Executive Committee from time to time); or
- 20.5.13.3. expel the Member from the Club,
- and, in all such cases, the disciplinary committee may fine the Member; such fine will be the amount determined by the disciplinary committee, which fine will not exceed the maximum amount for such fines as determined by the Executive Committee from time to time.
- 20.5.14. The chairperson of the disciplinary committee (or the Club on his/her behalf) will advise the accused either orally or in writing of the finding of the disciplinary committee and, if applicable, of the sanction imposed by the disciplinary committee, and such chairperson will submit a written report to the Executive Committee on the disciplinary enquiry and its decisions as soon as practically possible.
- 20.5.15. The details of the disciplinary enquiry may be published as the Executive Committee (or the chairperson or the vice-chairperson of the Club) may determine.
- 20.5.16. If an accused refuses or fails to attend a disciplinary enquiry, he/she waives all his/her rights in respect of the disciplinary enquiry and the disciplinary enquiry may proceed in his/her absence.
- 20.5.17. The decision of the disciplinary committee will be final and binding and is not subject to any right of appeal.
- 20.5.18. No suspension or expulsion of a Member will take effect until the decision to do so has been ratified by the Executive Committee; provided that if such suspension or expulsion is not ratified by the Executive Committee, the Executive Committee will refer the matter back to the disciplinary committee concerned to impose a different sanction. The Executive Committee will take its decision within 30 days after it is considered the report of the chairperson of the disciplinary committee and may call for oral or written representations from the accused before taking its decision. The Executive Committee will advise the accused of its decision in writing or orally.
- 20.6. Any fine imposed in terms hereof is immediately due and payable.

21. **AMENDMENTS AND REGULATIONS**

- 21.1. No amendment will be made to this Constitution save by a resolution passed at a meeting of the Members with the support of at least two-thirds of the Members who are entitled to vote at that meeting of the Club.
- 21.2. The Executive Committee may make such regulations as it deems necessary to give effect to this Constitution, provided that such regulations are not in conflict with this Constitution. Such regulations will be binding on the Members as soon as they are published generally to the Membership by the Executive Committee in such manner as the Executive Committee deems practical.

22. **COMMITTEES**

- 22.1. No Member may chair any committee of the Club (whether the Executive Committee, a Sub-Committee or any other committee) for a continuous period of more than 4 years. Once a Member has chaired such a committee for such a continuous period of 4 years he/she may not again chair that committee before the lapse of 1 year since he/she has last chaired that committee.
- 22.2. Notwithstanding anything to the contrary contained in this Constitution, only Members who are Adults that are entitled to serve on committees are entitled to serve on committees of the Club or may act as chairperson or vice-chairperson of committees of the Club.

23. **BAD STANDING**

- 23.1. A Member is in bad standing if he/she is:
 - 23.1.1. in arrear with any annual subscription, admission fee or any other fee or levy payable (excluding a fine) by that Member to the Club;
 - 23.1.2. in arrear with any fine owing to the Club pursuant to disciplinary proceedings against that Member and remains so in arrear for a period of 30 days;
 - 23.1.3. in arrear with any other amount owing by that Member to the Club and remains so in arrear for a period of 120 days.
- 23.2. Without prejudice to the rights and remedies of the Club, the consequences of a Member being in bad standing include that:
 - 23.2.1. the Member in bad standing may not exercise any right or privilege of Membership (including, but not limited to, voting rights, rights to attend general meetings of the Club and rights to serve on committees) while he/she is in bad standing.
 - 23.2.2. the Member in bad standing will forthwith and automatically cease to serve on any committee of the Club as if he/she had resigned from such committee and will not be eligible for election to any committee of the Club for at least one year after such member has ceased to be in bad standing; and

- 23.2.3. the Member in bad standing may not enter the Property, (excluding any premises forming part of the Property that are let to any tenant where such Member enters such premises at the invitation of such tenant) including, without limitation, for any event, or make use of any of the facilities on the Property (including but not limited to attending any event held on the Property as a spectator, attending seminars and making use of the club house facilities) until such time as his/her bad standing has been rectified (other than with the express prior written consent of the Executive Committee where such person wishes to attend a show at the Property as a spectator).

24. THE PROPERTY

- 24.1. It is recorded that:

- 24.1.1. The Property is registered in the name of The South African National Equestrian Centre (Pty) Ltd (registration number 1972/005124/07) (the “**Company**”);

- 24.1.2. The Club is a major shareholder of the Company and at no time will hold less than 28% (Twenty eight percent) of the entire issued share capital of the Company.

- 24.2. Notwithstanding anything to the contrary herein contained, the following may not be done without the approval of a resolution in general meeting passed at a meeting of the Members with the support of at least 80% of the Members who are entitled to vote at that meeting:

- 24.2.1. The disposal (whether by sale, donation or otherwise) of the Property (or any part thereof or any undivided share therein) by the Company;

- 24.2.2. The disposal (whether by sale, donation or otherwise) of any of the Club’s shares in or claims against the Company;

- 24.2.3. Any amendment of the conditions of title or the town planning scheme which are applicable to the Property or any part thereof and which would have the effect of preventing or limiting the use of such property for the Founding Disciplines.

25. SAEF AND DISCIPLINE ASSOCIATIONS

- 25.1. It is recorded that the Club will be registered as a club with SAEF and will be affiliated to such Discipline Associations as may be determined by the Executive Committee from time to time.

- 25.2. Accordingly, it is recorded that the Club will be bound by the Constitution, rules and regulations of SAEF and such Discipline Associations.

- 25.3. Notwithstanding anything to the contrary contained in this Constitution, no Member of the Club is entitled to do anything which places the Club in breach of the Constitution, rules and regulations of SAEF or of any Discipline Association to which the Club is affiliated. The Members are responsible for ensuring that they have knowledge of such Constitutions, rules and regulations.

26. FOUNDING DISCIPLINES AND ADDITIONAL DISCIPLINES

- 26.1. The primary use of the Property will always be for the Founding Disciplines.
- 26.2. Founding Disciplines will always have preference to use of the Property over Additional Disciplines.
- 26.3. The Additional Disciplines may only utilise the Property to the extent that same is not to the detriment of the Founding Disciplines.
- 26.4. No permanent alterations, additions, structures, erections or improvements may be made to the Property to accommodate Additional Disciplines that is to the detriment of the Property being used for Founding Disciplines.

27. OTHER SPORTS

- 27.1. The Executive Committee may only permit the Property to be used for Other Sports subject to the following:
 - 27.1.1. The primary use of the Property will always be for Equestrian Sports.
 - 27.1.2. Equestrian Sports will always have preference to use of the Property over Other Sports.
 - 27.1.3. Any equipment or other movables which are brought onto the Property to accommodate Other Sports will be stored on the Property in places that do not interfere with Equestrian Sport and will be removed from the Property as soon as they are no longer required for Other Sports.
 - 27.1.4. The Property may not be utilised for Other Sports in contravention of any conditions of title, servitudes, laws, by-laws, regulations, ordinances and town planning schemes that are applicable to the Property.
 - 27.1.5. The Property may not be utilised for Other Sports to any extent that will place the Club in breach of any agreements which it has with any person or body relating to the Property or the Club.
 - 27.1.6. The Property may not be utilised for Other Sports in circumstances that will create a nuisance (including noise) to other immovable properties adjoining the Property or which are in the vicinity of the Property.