

# CONSTITUTION

and

## BYE-LAWS

OF

### ZEEKOE VLEI YACHT CLUB (Incorporating ALFRED ROWING CLUB) Amended May 2016

1. **TITLE**

The name of the Club shall be the ZEEKOE VLEI YACHT CLUB (incorporating ALFRED ROWING CLUB) and the headquarters shall be at Zeekoe Vlei.

2. **OBJECT**

The object of the Club shall be the encouragement of amateur small boat sailing, and rowing on the waters of Zeekoevlei and any other suitable water area in the Western Cape.

3. **MEMBERSHIP**

Membership of the Club shall consist of persons duly elected to one or other of the following categories:

a) **Honorary Life Members:** A person who has rendered distinguished service to sailing, rowing or the Club may, on a recommendation by the General Committee at a General Meeting of the Club, be elected an Honorary Life Member. If two thirds of the Members present and voting are in favour, and shall thereafter become entitled to all the privileges of Senior Membership without Subscription.

b) **Life Members:** By proclamation at an Annual General Meeting Life Membership may be offered for sale to any Senior or Family Members of the Club. They shall be allowed to compound 10 Annual Senior or Family Subscriptions, as applicable, in which case no further Annual Subscription shall be due from them during their lifetime. In the event of divorce, separation or death, the former spouses shall each retain Life Membership. Children under the age of 18 years whose parents are Life Members shall be deemed Junior Members under their parents Life Membership of Family Members. On turning 18 they shall be entitled to assume Student Membership without payment of any Entrance fee and on payment of Student Membership Fees. A Junior Member who fails to exercise this option by the commencement of the Season shall cease to be a Member of the Club with effect from that date.

c) **Family Members:** Family Members shall be Members living together as husband and wife, and shall include a single parent. Their natural and/or adoptive children under the age of 18 years shall only have the privileges of Junior Membership. On turning 18 they shall be entitled to assume Student Membership without payment of any Entrance Fee and on payment of Student Membership Fees. A Junior Member who fails to exercise this option by the commencement of the Season shall cease to be a Member of the Club with effect from that date.

d) **Senior-Members:** A Senior Member shall be a lady or a gentleman over the age of 25 years.

e) **Intermediate Senior Members:** An Intermediate Senior Member shall be a lady or a gentleman who is over the age of 21 years but under the age of 25 years. Such a person shall cease to be eligible for Intermediate Senior Membership at the commencement of the Season following their 25<sup>th</sup> birthday, but shall be entitled to assume the status of Senior Member without the payment of any Entrance Fee and on payment of Senior Membership Fees. An Intermediate Senior Member who fails to exercise this option by the commencement of the Season shall submit a letter of resignation by that date, failing which, they shall be in default. If such a Member is a bona fide full time student under the age of 25, he or she may, on presentation of documents to prove this, apply to pay Student Membership rates.

f) **Student Members:** A Student Member shall be a person over the age of 18 years and under the age of 21 years, but may at the discretion of the General Committee, be a person over the age of 21 years who is recognised by the Committee as being a bona fide full time student under the age of 25. Such a person shall cease to be eligible for Student Membership at the commencement of the Season following his or her 21<sup>st</sup> birthday, or upon ceasing to be a full-time student, whichever shall be the latest; but shall thereupon, on payment of the appropriate Subscription, be entitled to assume the status of Intermediate Senior Member or Senior Member without the payment of any Entrance Fee. A Student Member who fails to exercise this option by the commencement of the Season shall submit a letter of resignation by that date, failing which, they shall be in default.

g) **Associate Members:** Saving all existing Associate Members as at 1 May 2012 this category of membership will fall away (replaced by Concessionary Membership). An Associate Member, whose circumstances change and no longer qualifies shall be obliged to transfer back to the appropriate membership class.

Associate Member definition:

- (1) has had a long 20 years or more association with the Club; but
- (2) is no longer able (usually arising from, but not limited to, illness or age to visit the Club regularly nor participate in its activities on and off the water; and who yet
- (3) wishes to maintain an association with the Club.

h) **Concessionary members:** Any person over 60 years of age who has been a member of the club for the preceding 3 years and who is no longer actively sailing or rowing and is only using the club facilities very occasionally may apply to the Committee to have their membership category changed to this level of membership. Any person over 60 years of age who has not previously been a member of the club may apply to this category of membership by providing proof of 5 years of membership of another recognised yacht or aquatic sports club.

**ALL MEMBERS IN THE ABOVE CLASSES WITH THE EXCEPTION OF JUNIOR FAMILY MEMBERS SHALL BE TERMED 'VOTING MEMBERS'.**

i) **Probationary Members:** New Members who have applied for membership in whatever category they have chosen by completing the Membership Application form but who have not been able to obtain all of the required signatures but shall have paid such entrance fees and subscriptions as shall be prescribed and due, provided that such members shall not be eligible to vote at General Meetings of members or to propose or second new members. Full membership may be considered by the Committee once the necessary signatures have been obtained or 12 months after the Probationary Membership has been approved. The period of probationary membership shall be taken as full membership, should such membership have been approved by the Committee.

j) **Absentee Members:** An Absentee Member shall be a person normally resident more than 80 kilometres from the Club House who has been elected as such or, if already a Club Member, accepted as such by the General Committee.

k) **Junior Members:** A Junior Member shall be a person over the age of 7 years and under the age of 18 years or a person under the age of 18 years as defined in Category (d) and (e) - Life Members and Family Members. Such a person shall cease to be eligible for Junior Membership at the commencement of the Season following his or her 18th birthday; but shall thereupon, on payment of the appropriate Subscription, be entitled to assume the status of Student Member without the payment of any Entrance Fee. A Junior Member who fails to exercise this option by the commencement of the Season shall submit a letter of resignation by that date, failing which, they shall be in default.

l) **Honorary Members:** An Honorary Member shall be a person who participates in Club competitions or by virtue of the position he holds is elected as such by the unanimous vote of those present at a meeting of the General Committee. Notice of such election and the duration of the period for which Honorary Membership has been awarded shall be posted on the Club notice board forthwith.

m) **Visiting Members:** Any person temporarily resident in the Cape Peninsula may be proposed by a Senior Member and seconded by another as a "Visiting Member" of the Club for a period of one month by the entry of his or her proposer and seconder in a book kept for that purpose. If three members of the General Committee therefore countersign such proposal, the person shall become a Visiting Member. The period may be extended on application to the General Committee without a new proposal. The Member proposing such Visiting Member shall be liable for any debts incurred by the latter to the Club.

n) **Reciprocity Member:** A Reciprocity Member shall be a Member who is not resident within 80kms of the Club House and is in good standing of any sailing or rowing club with which reciprocal arrangements are in force. Reciprocity members shall enjoy such of the facilities of the Club as the General Committee determine but shall not be considered as Voting Members nor serve on any sub-committee.

o) **Temporary Family Membership:** A Member shall be a person over 21 years of age who does not participate in sailing, rowing or model yacht racing, and has a member of their immediate family who is a Member under another category. This Membership is available during any Season until the end of that Season. It is not renewable and does not carry any voting rights.

p) **School Membership:** This category of Membership to be applied to school groups other than those covered by an existing agreement terminating in 2005. It will be ratified by an agreement signed between the representative of the school and the Commodore to enable the Junior Members of that school, their coaches and a representative of the school to have block Membership rather than individual Membership, which will be paid for on one invoice.

q) **Day Members:** Day Members shall be persons not necessarily known to a Member of the Club, who visit the Club and utilise it's facilities on a daily basis, such a person may, subject to the payment of a fee determined by a General Meeting, the completion of an admission form and on exhibiting good reason for wishing to utilise the Club facilities, enjoy Day Member status. Use of this facility may not exceed 6 visits during any one year and groups of no more than 12 persons at a time will be permitted. Right of admission will be reserved.

r) **Social Membership:** Applicable to Family and Senior members only.

Social members may not be allowed to partake in any water sport activities from the Club premises or water sporting events or store any watercraft or boating equipment on the Club's premises and will not be allowed to use the sailing or rowing facilities of the Club.

They will be entitled to preferential Club hire rates for their own immediate family events. A Social member may not vote at any club meeting or hold office on any committees. Membership shall be limited to fifty (50) only.

In cases in which an age limitation is placed on a category of Membership, the age of a Member shall be deemed to be his or her age at the commencement of the Season. The Season shall be deemed to commence on 1<sup>st</sup> August each year.

#### 4. **NOMINATION AND ELECTION OF CANDIDATES TO MEMBERSHIP**

Except where otherwise provided in this Constitution, candidates for Membership shall be nominated as follows:

Every candidate shall be proposed and seconded by two voting Members who have been full Members for at least 2 years and to whom the candidate must personally be known, in the case of the proposer for a period of at least 2 years, provided that the Committee shall have the power to reduce these periods in special cases.

A Member may propose or second only 5 candidates for Membership in any 1 calendar year. For this purpose a "candidate" shall include all the Members of one family who apply for Membership at the same time, provided that the Committee shall have the power to reduce these periods in special cases.

The full name of every candidate, together with such further details as may from time to time be prescribed by the General Committee, must be entered on an Application Form for Membership, together with the signatures of the proposer and seconder. Thereafter the candidate shall be introduced to three members of the General Committee who shall sign the Application Form for Membership.

The Application Form for Membership, duly completed, shall be sent to the Secretary of the Club a remittance covering the Entrance Fee (if any) and Subscription. (A previous Member of the Club who was in good standing at the time of his or her resignation may be accepted without payment of an Entrance Fee on re-joining). The Application Form for Membership shall then be posted on the Club Notice Board for a period of at least 14 days immediately preceding the date of the ballot.

Candidates for election may, with the sanction of the General Committee, make use of the Club during such time as their names are on the Club Notice Board.

Members aware of any circumstances rendering the admission of a candidate undesirable should communicate personally or by letter with the Commodore or another member of the General Committee. Any such communication will be treated as strictly confidential.

The election of candidates shall be conducted by the General Committee by ballot; 2 black balls to exclude. Any proposer or seconder of a candidate who is serving on the General Committee at the time of the ballot for such candidate shall be precluded from taking part therein.

No candidate who has been rejected shall be eligible for nomination without the approval of the General Committee within a period of 12 months thereafter, and no candidate who has been

twice rejected shall again be eligible for election.

The General Committee may cancel the Membership of any Member within 6 calendar months of the date of election and such ex-Member shall not have the right to make an appeal whatsoever nor to demand the reasons for such cancellation of Membership, but the Subscription and Entrance Fee (if any) shall be refunded in full.

5. **RESIGNATIONS**

Resignations must be submitted to the Secretary of the Club in writing. A Member who fails to notify the Secretary before the opening of the Season of his or her intention to resign shall be liable for the Subscription for the current year.

6. **ENTRANCE FEE AND SUBSCRIPTIONS**

All persons on joining the Club, with the exception of members of other Clubs enjoying reciprocity terms by virtue of which Entrance Fees are mutually waived, and previous Members of the Club who were in good standing at the time of their resignation, shall be liable for an Entrance Fee on election. The Committee may, at its discretion, waive the Entrance Fee for new Members for a specified duration.

Annual Subscriptions and Association Levies which have to be collected by the Club as determined by these Associations shall be due and payable on the 31<sup>st</sup> of May in each year and notices to this effect shall be sent to Members prior to that date.

Entrance Fees and Subscriptions shall be determined from time to time by a majority of not less than two thirds of the Voting Members present at a General Meeting.

Any person who becomes a Member of the Club after the 1<sup>st</sup> January in any year shall be liable for pro rata Annual Subscription for the balance of the Subscription year. The Subscription year shall be from the 31<sup>st</sup> May to the 30<sup>th</sup> May of the following year.

Any Member of another category changing their category of Membership shall have his or her Subscription rate adjusted and shall be refunded with or liable for, an amount equal to as many twelfths of the difference in the respective Annual Subscription rates as there are complete months to the end of the Club's Subscription year.

7. **NON PAYMENT OF SUBSCRIPTION**

If any member has not paid his or her Subscription within three months of due date, 31<sup>st</sup> May, the name of such Member shall be posted on the Club Notice Board and removed from the list of Members which shall at all times be kept posted in the Club House.

Such defaulting Member shall automatically cease to be a Member of the Club unless and until he or she shall have furnished a satisfactory explanation to the General Committee which may thereafter, upon payment by him or her of all arrears, reinstate his or her as a Member.

8. **CLUB MANAGEMENT**

The management of the Club shall be vested in the General Committee with the assistance of seven Sub-Committees, namely:

- a) Sailing Sub-Committee
- b) Rowing Sub-Committee
- c) Finance Sub-Committee
- e) House Sub-Committee
- f) Entertainment Sub-Committee

Members and office bearers shall not have access to any of the club's assets or funds when disposed of or liquidated. The General Committee only has power to access assets it needs in order to promote the Club's objectives (Clause 2 of the Constitution).

9. **CLUB ASSETS**

The Club may not allocate or dispose of its funds, assets or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the Organisation. The payment must be a reasonable amount for the work that has been done.

10. **GENERAL COMMITTEE**

The General Committee shall consist of up to but not more than 14 Voting Members, that is to say, up to four Flag Officers, Honorary Treasurer, Chairman of House Sub-Committee, Chairman of Entertainment Sub-Committee, Chairman of Rescue Sub-Committee, the Representatives of Juniors and up to four additional members, two of whom shall be elected at a General Meeting, whilst a further two members may be co-opted during the General Committee's term of office. The Rear-Commodore Sailing, the Rear Commodore Rowing, shall be Chairman of the Sailing and Rowing Sub-Committees respectively. No member of the General Committee shall hold more than one office on that Committee. If none of the four Flag Officers elected to serve on the Committee have served as Flag Officers on the retiring Committee, then the retiring Commodore shall serve on the new Committee as an additional member for one year.

Should the Membership of any discipline fall below 10 Voting Members as calculated on the last day of the financial year prior to the Annual General Meeting, the said discipline shall no longer be entitled to representation on the General Committee or the status of Rear Commodore of that discipline. They shall though, upon reasonable notification, be permitted to address the General Committee Meeting as required. The number of Flag Officers and sub-committee members shall be reduced accordingly. Disciplines will regain General Committee status as of the Annual General Meeting after their number of Members has increased to 10 Voting Members by the end of the financial year prior to that Annual General Meeting. After the discipline has had representation on the General Committee for 3 years the status of Rear Commodore will be re-instated.

Voting Members of the Club of at least 12 months standing shall be eligible for election to the General Committee.

The General Committee shall meet at least once every month and any member, who has failed to attend three consecutive meetings, not having received leave of absence, shall furnish a reasonable explanation or vacate his office.

The Sailing and Rowing Sub-Committees shall meet once every month.

5 shall form a quorum at any General Committee Meeting. Any decision shall be made by majority vote.

Any member of the General Committee having a personal interest in any contract or financial dealing of the Club shall disclose such interest, and shall be precluded from voting on this matter. Should any such Member not disclose his or her interest he or she shall be deemed guilty of improper conduct.

The General Committee may fill any vacancy that may occur in its body during its year of office, other than the office of a Flag Officer.

Should any Flag Office become vacant, a Special General Meeting shall be called at the earliest opportunity to fill the office.

The General Committee may appoint a Secretary and such staff as required for the efficient running of the Club, and determine their remuneration and duties.

The General Committee shall ensure that proper books of account and a register of Members is kept.

The General Committee shall have full power to transact all business of the Club which does not specifically, under this Constitution, require the sanction of a General Meeting, and to deal with any condition of circumstance arising for which specific provision is not provided in this Constitution.

The General Committee shall have power to make, amend and rescind Bye-Laws for the conduct of the Club provided such Bye-Laws are not in conflict with this Constitution. A copy of all such Bye-Laws shall be posted in the Club House for the information of Members.

The General Committee may, at its discretion, enter into reciprocal arrangements with any sailing or rowing club.

#### 11. **FLAG OFFICERS**

The Flag Officers of the Club shall be:

- a) The Commodore
- b) The Vice-Commodore
- c) The Rear-Commodore Sailing
- d) The Rear-Commodore Rowing

Only those who have been Voting Members of the Club for at least two Seasons shall be eligible for the post of Rear-Commodore. The Commodore shall have served on the General Committee for at least two seasons, the Vice-Commodore for one, prior to election. *(c) & (d) to be read in conjunction with Clause 10 paragraph 2.*

#### 12. **JUNIORS' REPRESENTATIVE**

The Juniors Representative shall be a Voting Member, elected by the Junior Members of the Club at a meeting under the Chairmanship of a Flag Officer called by the Secretary of the Club prior to the Annual General Meeting.

A quorum at such meeting shall be 5. If for any reason the Junior Members, having received due notice, fail to elect a Juniors Representative, he or she shall be elected by the Voting Members of the Club at the Annual General Meeting.

#### 13. **SUB-COMMITTEES**

The Commodore shall be an ex-officio member of all Sub-Committees. The General Committee at its first meeting after assuming office shall appoint the members of Sub-Committees, apart from the respective Chairman. The General Committee may at any time make further appointments or terminate any appointment.

The Sailing Committee shall consist of not less than 5 Members, under the Chairmanship of the Rear-Commodore Sailing.

The Rowing Committee shall consist of not less than 5 Members, under the Chairmanship of the Rear-Commodore Rowing.

The House Committee shall consist of not less than 3 Members, under the Chairmanship of the Chairman of House.

The Entertainment Committee shall consist of not less than 3 Members under the Chairmanship of the Chairman of Entertainment.

The Chairman of the Finance Committee being the Honorary Treasurer shall carry out such duties in connection with the finances of the Club as may be determined by the General Committee.

The General Committee shall have the right to overrule any decision of any Sub-Committee.

In addition to the Sub-Committees aforementioned, a Sub-Committee of Voting Members may at any time be appointed either by the General Committee or by the members at a General Meeting to attend to any special matter.

Only Voting Members of the Club shall be eligible to serve on any of the Club Sub-Committees.

Proper minutes shall be kept of all meetings of sub-committees of the Club.

#### 14. **GENERAL MEETINGS**

##### (a) **Annual General Meeting**

The Club's accounts shall be closed annually on the last day of February and the Annual General Meeting of the Club shall be held if possible by 30<sup>th</sup> April but not later than 15<sup>th</sup> May of any year. The General Committee elected at the Annual General Meeting shall take office on the day following the Annual General Meeting.

The Business of the Annual General Meeting shall be as follows:

1. Confirmation of Minutes.
- 2.. Presentation of the Audited Financial Statements of the Club.
3. Presentation of the Annual Reports.
4. Adoption of any changes to the Constitution. These changes shall come into force immediately.
5. Election of President, Vice-Presidents, Patron-in-Chief, Patrons and Honorary Life Members (if any)
6. Election of Flag Officers, Chairman of Sub-Committees, additional members of the General Committee and Junior Representative (if necessary)
7. General business

(b) Nominations for the offices of President, Vice-Presidents, Flag Officers, Chairmen of Sub-Committees, additional members of the General Committee and Juniors Representative (if such Representative has not been previously elected in terms of Clause 12 of this Constitution) shall be in writing. Every nominee shall be proposed by a Voting



Member and seconded by another and shall signify his or her acceptance. Nominations shall be called for immediately prior to an election at a General Meeting and nominations shall be handed to the Secretary at or before that time.

**(c) Special General Meetings**

The General Committee may, and upon a requisition signed by no less than 12 Voting Members, call a Special General Meeting of the Club. Any such requisition shall state the business for which a meeting is desired.

(d) Not less than 14 days prior to any General Meeting of the Club, a Notice shall be posted at the Headquarters of the Club and not less than 8 days prior to such General Meeting a circular shall be sent to the last-known address by regular or electronic mail of each Voting Member. Such notice and circular shall state the business for which such meeting is called and any decisions and resolutions shall be confined to the scope thereof.

(e) A Quorum at any Annual General Meeting or Special General Meeting shall be 25 Voting Members.

(f) Proper minutes shall be kept of all General Meetings and of all General Committee Meetings of the Club.

**15. CHAIRMAN AT MEETINGS**

In the absence of the President or a Vice-President, the Senior Flag Officer present shall preside at any General Meeting.

Should none of the aforementioned office-bearers be present the Meeting shall appoint a Chairman.

The Chairman shall have in addition to a deliberative, a casting vote in the event of equality of voting.

**16. INTERPRETATION**

If any question or dispute should arise at any meeting of the Club as to the interpretation or meaning of the rules, the Chairman of such meeting shall give a ruling.

Any Voting Member present may object to such ruling whereupon it shall immediately be put to the vote for final decision.

**17. VOTING**

Voting Members, as defined in Clause 3, only shall be entitled to vote at any General Meeting of the Club. Voting shall be by show of hands unless any Voting Members request that the vote shall be taken by means of a ballot. Except where otherwise in these rules specially provided, a decision or resolution of a General Meeting shall be by a majority.

**18. MOTIONS**

Any motion put at any General Meeting of the Club shall be proposed by a Voting Member and seconded by another.

19. **ALTERATIONS TO CONSTITUTION**

No alteration to, addition to or deletion from this Constitution shall be allowed except by a majority of not less than two-thirds of the Voting Members present at a General Meeting. These changes to the Constitution shall come into force immediately.

No resolution involving any alteration to, addition to or deletion from this Constitution shall be put to a General Meeting unless notice thereof shall have been posted in the Headquarters of the Club for a period of not less than 14 days immediately prior to such General Meeting.

20. **BANK ACCOUNT**

Moneys received on behalf of the Club shall be placed to the credit of the Club at its Bank or in any Savings Account, in the name of the Club, as the General Committee may from time to time direct. All cheques drawn against the Club's Banking Account aforesaid shall be signed by any 2 of the following: a Flag Officer, the Treasurer or the Secretary.

21. **AUDIT**

The General Committee shall appoint a qualified Auditor to audit the Financial Statements of the Club. Such Auditor shall not be an officer of the Club or a member of the General Committee.

22. **IMMOVABLE PROPERTY**

The Club shall also have power to acquire, own and dispose of immovable property. The management and control of such property shall be entirely in the hands of the General Committee provided that no sale, purchase or mortgage of any such property shall be made without the consent of two-thirds of the Voting Members present at a General Meeting.

The Club shall have power to borrow money under security of property, immovable and movable, and to authorise the execution of such mortgage bonds as may be necessary to effect this purpose.

23. **LEGAL PROCEEDINGS**

The Club is its own separate legal entity. The Commodore for the time being shall, when authorised to do so by the General Committee, take or defend any legal proceedings for and on behalf of the Club.

Service of any process upon the Commodore shall be deemed to be service upon the Club.

24. **DAMAGE TO CLUB PROPERTY**

A Member shall be liable to make good any damage done to Club property, whether the Member does such damage personally or any one or more of his or her guests.

25. **CLUB LIABILITY**

The Club shall not be liable for any property lost, stolen, damaged or mislaid on Club premises nor shall the Club be responsible for bodily injury to any person upon the Club premises.

26. **TROPHIES**

Their winners may retain floating trophies after presentation provided that a written guarantee to return the trophy or trophies on request is sent to the Secretary and the approval of the General Committee is obtained.

A record of all trophies shall be kept by the Secretary in a book kept for that purpose and a receipt shall be obtained for all trophies taken and a receipt given on return.

Only Club Members shall be eligible to win Club Championship trophies.

## 27. **IMPROPER CONDUCT**

27.1 Should any member be considered, in the opinion of the General Committee, to have been party to conduct unbecoming of a lady or gentleman, or prejudicial to the interests and reputation of the Club, whether within the Club precincts or outside them, the majority of Flag Officers (who need not meet in person) shall have the power to call upon such member in writing through the Secretary to appear before a Disciplinary Committee.

27.2 A Disciplinary Committee shall consist of three (3) Senior Members nominated by the Flag Officers. The Chairperson of the Disciplinary Committee shall be chosen from amongst these nominated Members.

27.3 The Disciplinary Committee shall have the power to inquire into and decide on charges against members and to impose any such penalty such as they deem appropriate, on Members who have duly been found guilty. A penalty may be a combination of the following except that expulsion may not be combined with any penalty.

- a) A reprimand;
- b) A fine of up to a maximum of twice the annual membership of a senior member;
- c) Service to the club of up to 100 hours;
- d) Suspension of club privileges of up to one calendar year;
- e) Expulsion.

The whole or a portion of a penalty may be suspended on condition that restitution is made to a member, employee or visitor, or another condition.

27.4 The power to summarily suspend a Member pending a hearing, subject to the said hearing as detailed in 27.1 taking place within ten (10) days of the suspension, shall be vested in the Disciplinary Committee. The period of ten days shall be extended in the event that the hearing is postponed or delayed at the request of the member subject to the disciplinary hearing.

27.5 All recommendations of the Disciplinary Committee shall be subject to confirmation by the General Committee, the quorum of which shall be five (5) members as per Clause 10 of the Club Constitution. The General Committee shall have the power to confirm or alter any such decision or order.

27.6 Any Member so penalised may appeal against the decision of the General Committee to the Secretary within seven (7) days of his notification of such decision, provided that he has acquired the signatures of 12 voting members in accordance with Clause 14 (c) to call a Special General Meeting. Upon receipt of such notice, the Secretary shall call a Special Meeting of the Club to consider such appeal and the decision of such meeting shall be final.

27.7 It shall not be incumbent upon the General Committee to state reasons of a penalty and no member shall have cause for action for alleged wrongful penalty.

27.8 Members shall not be entitled to legal representation at any disciplinary hearing or at the appeal. The Chairman of the Disciplinary Committee may in his sole discretion allow legal representation or representation by another member.

27.9 The Disciplinary Committee may, but is not obliged to appoint a pro forma prosecutor and/or legal advisor which need not be a member or members of the club.

27.10 The findings and penalty of the disciplinary committee shall be published on the club notice board for a period of at least one month, unless the disciplinary committee orders otherwise.

28. **CLUB FLAG**

The Club Flag shall be a Burgee horizontally divided with upper half gold and lower half black. In the hoist an anchor white vertically dropped. The Commodore's Flag shall be the same as the Club Flag but with the white anchor dropped at centre and shall be swallow-tailed; the Vice-Commodore's Flag shall be the same as the Commodore's Flag but shall bear one white disc against the hoist. The Rear Commodore's flag shall be the same as the Commodore's flag but shall bear two white discs, one above the other against the hoist.

The rowing Members shall in addition to flying the Club Flag shall be entitled to fly or display the flag or insignia of the ALFRED ROWING CLUB which is "Argent across gules." An anchor azure superimposed bendwise. Motto scroll: Res Non Verba" (St. Georges Cross on white background with blue anchor superimposed in the centre dropped from left to right - Motto: Res Non Verba). They may compete under the name "ALFRED'S".

29. **RACING**

All sailing races shall be conducted in accordance with the rules of the International Sailing Federation (ISAF), South African Sailing (SAS) prescriptions thereto, the sailing instructions and the rules of the classes concerned.

All rowing races shall be conducted in accordance with the rules of Rowing South Africa (ROWSA)

Only Club Members or their guests may participate in races.

30. **ROWING EQUIPMENT LEVIES**

All Rowing Members may be required to pay an annual Development Levy as determined by the General Committee.

31. **FUNCTIONS ON CLUB PREMISES**

Members may obtain the use of the Club premises for functions after having received permission from the General Committee or its nominee.

A Senior Member shall supervise entertainment for Junior and Student Members.

32. **VISITORS**

Members introducing guests shall insert their guest's names in the Visitors' Book immediately on arrival.

No person may be introduced as a guest more than 6 times during any one year.

If any guest sails in a Club race without his or her name having first been entered in the Visitors' Book, the boat in which he or she sails shall be disqualified.

No Member shall introduce anyone to the Club premises who has been posted as a defaulter in terms of Clause 7.

No candidate for Membership who has been rejected in terms of Clause 4 of this Constitution, or whose name has been posted and withdrawn, shall be introduced as a guest without the approval of the General Committee within a period of 12 months thereafter. No candidate who has been twice rejected shall be introduced as a guest thereafter.

33.

### **BOAT STORAGE**

The Secretary shall make allocations for open and covered boat parking as well as for trailer storage. These bays may not be sub-let by the tenants. Each boat and/or items shall be clearly marked and parked in the bay allocated to it. The Committee may remove items that have not been used for a considerable period and allocate them to another bay.

Boats and trailers that are parked in the boat storage for which the relevant fees have not been paid and that the Committee considers to have been abandoned, shall be removed from the boat storage area to a holding area. The Committee shall attempt to identify and notify the owners who will be requested to remove them. The Committee will advertise these items on the Club notice board for 6 months and will advertise in the newsletters and in the press 6 months prior to disposing of these items. If unclaimed, the Committee shall have the right to dispose of boats or other items after the expiration of the 6 months. Thereafter the owners will have no further claim against the club.

34.

### **DISSOLUTION OF CLUB**

The Club will continue to exist, although the General Committee may be changed each year at a GENERAL MEETING. Club membership may grow or reduce each year. The Club shall be deemed to be dissolved if the membership falls below 25 and any Assets remaining after all the Club's liabilities have been met must be transferred to another non-profit organization having similar objectives.

35.

### **GENERAL**

(a) Only Members of the Club (including bona fide Reciprocity Members) shall be permitted to pay for accommodation therein or for liquor or refreshments supplied on the Club premises.

(b) No profit from the sale of liquor by the Club shall accrue to any individual, except under any written agreement approved by the appropriate Government Minister or a person acting under the directions of such Minister.

## BYELAWS - 2005

1. All craft launched from the club premises shall be sufficiently buoyant to float if capsized.
2. **Buoyancy-aids capable of supporting a 5Kg. steel weight and unable to ride up over the neck, shall be worn at all times by all persons sailing from the club or in Club races. All motorized craft performing services on behalf of the club at any time shall carry an effective buoyancy-aid for each person on that craft, and preferably one extra buoyancy-aid in case of emergency. In the absence of a standing instruction from the OOD or Bridge or Sailing committee, the skipper of each such craft shall be responsible for and shall have authority to instruct the wearing of such aids depending on weather conditions.**
3. Members may bring up to 4 Guests to the Club at any one time other than with the permission of the Secretary.
4. Juniors, unaccompanied by their parents, are not permitted to bring visitors to the Club.
5. Juniors, unaccompanied by their parents or a Senior Member, are not permitted to use the swimming pool.
6. Juniors are not authorised to hold keys to any part of the Club.
7. Unauthorised use of Club boats is not permitted. Should any damage occur to Club boats being used without authorisation, the user shall be responsible for any costs incurred in the repair of the boats.
8. No multi-hulled craft shall be operated from or parked on the club premises without the permission of the Secretary.
9. No liquor shall be sold on club property other than through the club bar as this is in contravention of the liquor law.
10. Under no circumstances shall dogs be allowed in club buildings nor shall they be allowed on club grounds during weekends and public holidays. At other times, they shall be allowed on the grounds only if on a leash.
11. No cycles, skate boards, scooters or roller-blades shall be ridden on club premises.
12. Motor vehicles may not be driven on or parked on the lawns as sails are contaminated by grease and oil drips.
13. No fund-raising scheme shall be conducted on the club premises without the prior permission of the General Committee.
14. No paper, notice or advertisement may be displayed on the club property unless it has been signed or counter signed by the Secretary, a Flag Officer

**or the Chairman of the Sub-Committee having direct interest in the subject matter of such paper, notice or advertisement.**

- 15. No member shall make use of the address of the club in any advertisement or in any court of law for any business matter whatsoever.**