



LANGEBAAN GOLF & SPORTS CLUB

CONSTITUTION OF THE LANGEBAAN GOLF AND SPORTS CLUB - GOLF SECTION

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Langebaan Golf & Sports Club (Sec 21)

registration #2005/016812/08 directors CP Scott S Johnston JD Cook
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1. NAME OF THE CLUB

The name of the Club is the Langebaan Golf and Sports Club or such other name as the Proprietor may determine from time to time.

2. INTERPRETATION

2.1 In this Constitution, unless the context otherwise indicates:

- 2.1.1 **“Club”** means the Club conducted on the Property by the Proprietor or its nominee;
- 2.1.2 **“Code of Conduct”** means the guidelines to Members and guests for the sharing and use of the Club’s Facilities, which may be amended from time to time by the Proprietor.
- 2.1.3 **“Contract of Membership”** in relation to each Member, means the written agreement that the Member has entered into with the Proprietor for golf playing rights and/or use of the Facilities;
- 2.1.4 **“Disciplinary Committee”** means such committee set up as required for a disciplinary hearing;
- 2.1.5 **“Facilities”** mean all improvements and amenities erected on the Property, including the clubhouse and other amenities which include the swimming pool, tennis courts and other sporting Facilities constructed from time to time;
- 2.1.6 **“Golf Course”** means the Golf Course constructed and developed on the Property;
- 2.1.7 **“Member”** means a Member for the time being and from time to time of the Club;
- 2.1.8 **“Property”** means the Langebaan Country Estate;
- 2.1.9 **“Proprietor”** means Langebaan Golf and Sports Club (Registration No. 2005/016812/08) and the Directors thereof.

2.2 Words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate, and vice versa.

2.3 The head notes to the paragraphs to this Constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

2.4 Should any conflict arise at any time between the Contract of Membership and this Constitution, the provisions of the Contract of Membership shall take precedence and shall be appropriately implemented.

3. PROPRIETOR OF THE CLUB

The Proprietor of the Club is Langebaan Golf and Sports Club (Registration No. 2005/016812/08), an association incorporated under Section 21 and includes its successor/s or assigns.



4. LEGAL STATUS OF THE CLUB

- 4.1 The Club is a proprietary club and does not constitute a voluntary association at all for legal purposes.
- 4.2 The Club is under the control of the Proprietor who is the sole owner of all the assets and funds of the Club.
- 4.3 Golf playing rights and privileges of membership of the Club are granted to Members by payment of fees, subscriptions and other amounts to the Proprietor, subject to the provisions of the Contract of Membership, the Code of Conduct and this Constitution.

5. BUSINESS OF THE CLUB

- 5.1 The business of the Club includes the following:
 - 5.1.1 to promote, encourage and foster the games of Golf, Bowls, Tennis, Mountain Biking and any other sport that can be pursued within the boundaries of the Langebaan County Estate for the benefit of the Members, and the general public;
 - 5.1.2 to maintain and manage the Golf Course, and the Facilities and amenities on the leased premises to the standards required of a Gary Player Design Black Knight Golf Course;
 - 5.1.3 to do all things and direct such activities to the furtherance of the business of the Club as the Proprietor may determine from time to time.
- 5.2 The Golf Course shall be made available to the Members and general public all upon the terms and conditions of this Constitution and the Contract of Membership, and subject always to the provisions of the rules from time to time governing the playing rights of Members of the Club.

6. MEMBERSHIP OF THE CLUB

- 6.1 Application for membership shall be in such form as the Proprietor may determine from time to time and shall be accompanied by payment of the relevant entrance fee and annual subscription.
- 6.2 The privileges of membership are non-transferrable and shall commence only after receipt of official written notification of acceptance of an applicant for membership and receipt of all amounts payable on application.
- 6.3 The Proprietor shall have the absolute discretion as to whether or not to admit any person as a Member of the Club.
- 6.4 The Proprietor shall have the power at its discretion to close or open membership of the Club from time to time.
- 6.5 The membership of each Member of the Club is subject to the provisions of the Contract of Membership, the Code of Conduct and the provisions of this Constitution.



- 6.6 The Proprietor shall be entitled in its sole discretion from time to time to determine the various categories of membership of the Club and sections of the Club and the Facilities from time to time that the Member should be entitled to use during the currency of his/her membership.

7. ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES

- 7.1 The Proprietor shall from time to time determine:
- 7.1.1 the entrance fee payable by Members;
 - 7.1.2 the annual subscriptions payable by Members;
 - 7.1.3 the green fees, fees for annual playing cards and any other fees and/or amounts payable by Members and non-members.
- 7.2 Entrance fees payable by Members shall accompany the application for membership and shall become due and payable upon acceptance for membership.
- 7.3 The Proprietor shall be entitled to revise the annual Membership subscriptions, the entrance fees, green fees, and any other fees or amounts payable by Members and non-members from time to time at its sole discretion.
- 7.4 Annual subscriptions shall be due and payable annually in advance on or before 1 July of each calendar year or at such other time or times as may be determined by the Proprietor from time to time.
- 7.5 Members joining during the year shall be liable to pay a pro rata proportion of the annual subscriptions and other fees levied for that year.
- 7.6 The privileges of membership of a Member shall be suspended if any annual subscription or any other amount payable by that Member is not paid within 30 (thirty) days of due date.

8. RULES OF THE GAME OF GOLF

The Rules of the Game of Golf shall be those of the Royal and Ancient Golf Club of St Andrews.

The Club may introduce local rules from time to time provided that they do not conflict in any way with the rules of the Royal and Ancient Golf Club of St Andrews.

9. RULES OF THE CLUB

The Proprietor shall be entitled from time to time to make rules and regulations relating to the Club and the Members, including but not limited to, rules governing and/or relating to:

- 9.1 The use of the Golf Course, the Facilities and/or the amenities;
- 9.2 The drafting and publishing of a Code of Conduct;
- 9.3 Access to the Golf Course for the purposes of playing golf thereon;



9.4 The playing rights of the general public and the Members of the Club.

10. MISCONDUCT OF MEMBERS

10.1 Should any Member in the opinion of the Disciplinary Committee, commit any breach of the Constitution and/or Conduct Rules of the Club and/or Rules or Regulations of Langebaan Country Estate, fail to pay the annual subscription or any other charges due and payable to the Club, or be guilty of improper, dishonest, unworthy, unsportsmanlike, offensive, unseemly, or objectionable conduct, or conduct likely to reflect on or discredit the Club or its Members as a group, or of conduct that is prejudicial to the interests or reputation of the Club, whether within the Club's premises or outside of them and in whatever form or manner, the Disciplinary Committee shall have the power in its discretion to:

10.1.1 Reprimand such Member;

10.1.2 Deprive that Member of any or all of the rights and privileges of membership for such time or period that the Proprietor, in its absolute discretion, may deem fit and advisable;

10.1.3 Suspend such Member for such period as the Disciplinary Committee may deem fit;

10.1.4 Impose a fine on such Member for such amount as it may deem fit which shall be a debt owing to the Club and payable on demand, provided that the maximum fine which may be imposed shall not exceed an amount equal to one-half (50%) of that Member's annual subscription;

10.1.5 Call upon a Member in writing to resign. If such Member refuses or fails to resign within 7 (seven) days the Disciplinary Committee may expel such Member from the Club;

10.1.6 Publish the names of Members against whom disciplinary action has been taken in such form and place as the Committee in its sole discretion may deem fit and appropriate, including but not limited to publication in any newsletter issued by the Disciplinary Committee or the Club or the Developer of Langebaan Country Estate or the Langebaan Country Estate Owners' Association.

The powers set out in 10.1.1 to 10.1.6 above may be exercised only after the undermentioned disciplinary procedures as laid out in 10.3 have been complied with.

10.2 Notwithstanding the above, the following serious offences warrant compulsory expulsion from the Club:

10.2.1 Acts of racism;

10.2.2 Assault;

10.2.3 Sexual assault;



- 10.2.4 Threatening display or use of a firearm, explosives or other weapons (including, but not limited to, knives, batons and sharp tools);
- 10.2.5 Dishonesty / cheating;
- 10.2.6 Theft;
- 10.2.7 Possession, use or selling of illegal substances (drugs);
- 10.2.8 Any behaviour that poses a serious, real and imminent threat to the lives or property of other Members, staff or visitors to the Club.

Should any Member in the opinion of the Proprietor commit any of the abovementioned serious offences, the Proprietor shall have the power in its sole and absolute discretion to immediately suspend the Member from the Club by written notice, without a disciplinary hearing.

The Proprietor shall as soon as reasonably possible after the suspension give written notice to such Member of an expulsion hearing in which the nature of the charge(s) against him, and the date, place and time of the expulsion hearing are set out.

The procedure to be followed at the expulsion hearing shall be substantially similar to the procedure to be followed at a disciplinary hearing referred to in 10.3 below.

The Member accused of a serious offence shall remain suspended pending the outcome of the expulsion hearing.

The Member accused may be represented at the expulsion hearing by another Member of the Club, but not by a legal representative who is not a Member of the Club.

10.3 The prescribed disciplinary procedures in this regard are as follows:

- 10.3.1 The Proprietor shall upon receipt of a written complaint against a Member of the Club have the sole discretion to first appoint a representative of its choice to act as mediator to informally meet with the complainant and the affected member within a reasonable time period in order to mediate a settlement of the complaint. The mediator does not have to be a member of the Club.
- 10.3.2 The mediator shall notify the Proprietor of the outcome of the mediation within 7 (seven) days of completion of the mediation process.
- 10.3.3 Where the Proprietor has not appointed a mediator, or where a mediated settlement has not been reached, the Proprietor shall nominate and appoint a Disciplinary Committee as soon as reasonably possible to convene a disciplinary hearing in respect of the complaint against such Member.
- 10.3.4 The Disciplinary Committee shall be constituted of at least 3 (three) persons which shall include a representative of the Proprietor and at least 2 (two) Members of the Liaison Committee referred to below, and any other Member/s of the Club as the Liaison Committee may co-opt or appoint for this purpose.



- 10.3.5 The proceedings at such a Disciplinary hearing shall comply with the principles of natural justice. A full record of the minutes of the disciplinary hearing shall be kept in the minute book.
 - 10.3.6 The Disciplinary Committee shall forward a written notice to the Member accused of misconduct in which the nature of the charge(s) against him, and the date, place and time of the disciplinary hearing are set out. The committee will have the right to conduct the disciplinary proceedings in the Member's absence should he/she fail to attend at the prescribed date and time.
 - 10.3.7 Oral and/or written submissions to the Disciplinary Committee will be heard from any party connected to the proceedings. The complainant, Disciplinary Committee and such Member accused shall have the right to bring forward witnesses to furnish evidence. The complainant and Member accused may ask questions to and cross-examine witnesses, and they may be questioned and cross-examined by other members of the Disciplinary Committee).
 - 10.3.8 The Member accused may be represented at the disciplinary hearing by another Member of the Club, but not by a legal representative who is not a Member of the Club.
 - 10.3.9 After considering all the facts presented to the Disciplinary Committee, and after obtaining further information or testimony where required, the Disciplinary Committee will record its finding and recommendations in writing.
 - 10.3.10 The parties to the complaint will be notified of the outcome of the hearing in writing as soon as reasonably possible, but preferably within 30 (thirty) days of the hearing.
 - 10.3.11 Any member sanctioned with suspension of membership or expulsion from the Club, once confirmed by the Disciplinary Committee, shall be precluded from all privileges of membership of the Club, shall have no voting rights and shall not have any right to a refund of any monies paid or donations made by him/her to the Club.
 - 10.3.12 The Club reserves the right to notify the Boland Golf Association, SAGA, and/or WGSA of any sanction, suspension or cancellation of membership of the Club.
- 10.4 Right to Appeal:
- 10.4.1 A Member will have the right to appeal the finding of the Disciplinary Committee, which appeal will be adjudicated by an Appeal Committee to be appointed by the Proprietor.
 - 10.4.2 A Member who wishes to appeal against the findings of the Disciplinary Committee must send a written notice of appeal to the Disciplinary Committee and to the Proprietor within 7 (seven) days of receipt by such Member of the



written findings of the Disciplinary Committee. The Notice of Appeal must set out the reasons for the appeal in detail and enclose supporting documents as the Member may see fit. Where a notice of appeal had not been submitted by the Member within the prescribed time period, the member will be deemed to have accepted the finding of the Disciplinary Committee.

10.4.3 The Appeal Committee shall be constituted of at least 4 (four) persons which shall include a representative of the Proprietor and one or more Members of the Liaison Committee referred to below, and any two (2) other Member/s of the Club as the Proprietor may co-opt or appoint for this purpose. No Member of the Disciplinary Committee may be appointed to the Appeal Committee in respect of the same matter / complaint.

10.4.4 The appeal will be heard as soon as reasonably possible, but preferably within 30 (thirty) days after receipt of the notice of appeal. The Appeal Committee will only consider the written representations of the Member accused, the complainant and the Chairperson of the Disciplinary Committee. No oral evidence will be heard by the Appeal Committee. No new information or documents will be considered which had not been presented at the disciplinary hearing, unless such information and documents were not available at the time of the disciplinary hearing (in which event the Appeal Committee may refer the matter back to the Disciplinary Committee to consider the new information and documents which had not been available at the first disciplinary hearing). The Member will be notified of the outcome in writing within 30 (thirty) days after the conclusion of the appeal hearing.

10.4.5 The decision of the Appeal Committee will be final and binding on the parties and on the Proprietor.

11 CLUB LIAISON COMMITTEES

11.1 The Proprietor shall be entitled from time to time to appoint a Liaison Committee to liaise between the Members and the Proprietor, including to:

- 11.1.1 act as a communicative conduit between the Proprietor and the Members;
- 11.1.2 assist with improvement ideas for the Golf Course and clubhouse operations;
- 11.1.3 assist the Club management with Member event recommendations;
- 11.1.4 represent the Club at provincial level, whenever required by the Proprietor;
- 11.1.5 assist Club management with Club competition format and Member function recommendations;
- 11.1.6 assist the Club with Member disciplinary hearings, enforcement of local rules and regulations;
- 11.1.7 participate at periodic meetings and prize givings;
- 11.1.8 canvas Members' ideas, concerns and constructive inputs;
- 11.1.9 attend Club functions and prize givings;
- 11.1.10 be part of the Handicap Committee;
- 11.1.11 be part of the Disciplinary Committee.

11.2 No power or control of the Club or its assets, revenue and/or income shall however, vest in any Member referred to above, or any Members of the Club.



11.3 The liaison committee should comprise of at most:

- 11.3.1 Representative of the Proprietor;
- 11.3.2 Men's Captain by rotation;
- 11.3.3 Men's Vice Captain elected;
- 11.3.4 Ladies Captain by rotation;
- 11.3.5 Ladies Vice Captain elected;
- 11.3.6 LCEOA Trustee co-opted;
- 11.3.7 Membership Representative elected;
- 11.3.8 A Seniors / Wednesday School Representative elected;
- 11.3.9 Club President co-opted.

12 HANDICAP COMMITTEE

The Club will comply with the South African Golfers Association's methods and systems of calculating handicaps.

The Proprietor of the Club shall appoint a Handicap Committee comprising at least three Members, one being a representative of the Proprietor and the others being appointed from the liaison committee referred to in the paragraph above. The committee will be responsible for the monitoring and revisions of all handicaps at the Club.

The Handicap Committee shall meet at least once every 2 (two) months. Minutes of the meetings are to be kept. In cases where handicap adjustments, outside the standard calculations of the SAGA guidelines, are to be applied to an individual, the Handicap Committee must make such adjustments and advise the Member in writing of any adjustments made.

13 LIMITATION OF LIABILITY

13.1 Each Member enters upon or exits the property entirely at his/her own risk.

13.2 Neither the Club nor the Proprietor shall be liable for any death, injury, loss or damage suffered by any Member and/or any member of his/her family, guest or invitee through or contributed to by any cause whatsoever, including (but not limited to) theft, loss of or damage to any property, or any negligent (including gross negligent) act and/or omission or breach on the part of the Proprietor or any of its directors, employees, contractors, agents or any other Member.

14 NOTICE AND DOMICILIA

14.1 Each Member chooses domicilium citandi et executandi for the purpose of the giving of any notice, the serving of any process and for any other purposes arising from this at his/her address and e-mail address/fax number as set forth in the Contract of Membership.

14.2 Notwithstanding the provisions of clause 10 above, in the event that a written notice or any process is actually received by a Member, such receipt shall be valid for all purposes under this Constitution, notwithstanding that it was not received at his/her chosen domicilium.



15 GENERAL PROVISIONS

- 15.1 This Constitution (as read together with the Contract of Membership and the Code of Conduct signed by each Member) contains the entire contract between the Proprietor and each Member relating to his/her membership of the Club.
- 15.2 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the Proprietor or its duly authorised representative.
- 15.3 Neither the Club nor the Proprietor shall be bound by any undertakings, representations, warranties, promises nor the like which is not recorded in this Constitution, the Contract of Membership or Code of Conduct.
- 15.4 No indulgence, leniency or extension of time, which the Proprietor may grant or show to any Member shall in any way, prejudice or preclude the Proprietor from exercising any of its rights in future.

16 AMENDMENTS OF THIS CONSTITUTION

This Constitution may be amended by the Proprietor in its sole discretion from time to time.