

PENNANT NINE YACHT CLUB

CONSTITUTION

&

BY-LAWS

(Revised 1981)
(and 1982)
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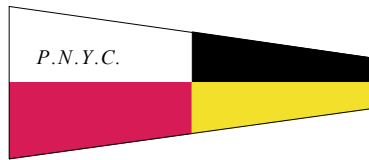
Constitution

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PENNANT NINE YACHT CLUB

CONSTITUTION

1 NAME

The name of the Club shall be **PENNANT NINE YACHT CLUB**. The shortened form of the Club's name shall be PNYC.

2 OBJECTS

The objects of the Club shall be:

- 2.1 the promotion of yachting at Vaalmarina and adjacent waters;
- 2.2 the provision of facilities for members within the Vaalmarina area;
- 2.3 the promotion of good seamanship amongst members;
- 2.4 the performance of all such other activities as are incidental to or conducive to the attainment of the above objects.

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3 MEMBERSHIP

- 3.1 The membership of the Club shall consist of:
 - 3.1.1 Ordinary members;
 - 3.1.1.1 Sub-divided into Keelboat and Non-keelboat members;
 - 3.1.2 Family members
 - 3.1.3 Intermediate members
 - 3.1.4 Junior members;
 - 3.1.5 Honorary Life members;
 - 3.1.6 Temporary members;
 - 3.1.7 Country members;
 - 3.1.8 Social members;
 - 3.1.9 Pensioner members;
 - 3.1.10 Honorary members;
 - 3.1.11 Reciprocity members;
 - 3.1.12 Corporate members;
- 3.2 Ordinary members shall consist of all members who reside or work within a radius of two hundred (200) kilometres of the clubhouse, who do not fall within one of the other categories of membership.
- 3.3 Family members shall consist of those members who are spouses or school-going children of Ordinary members, provided that the spouse may elect to be an Ordinary member and a child may elect to be a Junior member. Provided further that a spouse who is a Family member at the time of the spouse's death shall be entitled to continue being a Family member.
- 3.4 Intermediate members is to bridge the difference between a young member not qualifying as Student, but being under the age of 26.
- 3.5 Junior members shall consist of members who are under the age of 21 years or who, being over the age of twenty-one (21) years, are enrolled as students in full time study at a University, Technikon or other recognised institution of tertiary education or are serving articles or an apprenticeship, provided that a member above twenty-one (21) years may elect to be and Ordinary member.
- 3.6 Honorary Life members shall consist of persons who have rendered distinguished service to yachting or the Club and who, on recommendation of the Committee, have been elected as such by the Club in a general meeting.
- 3.7 Temporary members shall consist of persons: -

- 3.7.1 Visiting Vaalmarina by yacht and wishing to use the Club's facilities during the course of their visit:
- 3.7.2 Participating in a regatta or function organised or hosted by the Club:
- 3.7.3 Wishing to join the Club but are unable to do so because they have not known members for sufficient length of time who can propose or second them:
- 3.7.4 To whom the Committee in its discretion has granted such membership for a limited period of time not exceeding: -
 - 3.7.4.1 one (1) month in the case of persons mentioned in 3.5.1 which period may be extended from time to time:
 - 3.7.4.2 the period of the regatta or function in the case of persons mentioned in 3.5.2:
 - 3.7.4.3 six (6) months in the case of persons mentioned in 3.5.3.
- 3.8 Country members shall consist of members who ordinarily reside outside a radius of the two hundred (200) kilometres from the Club house or who during a particular year will be away from their normal residence for more than eleven (11) months of that year and who give notice of such fact to the Club, provided that such members may if they qualify, elect to be Ordinary members.
- 3.9 Social members shall consist of persons:
 - 3.9.1 who reside (own or permanently rent property) within the Legal Jurisdiction of Vaalmarina (interpretation of this requirement shall be at the discretion of the Committee);
 - 3.9.2 who are over the age of twenty-one (21) years at the date of application for Membership;
 - 3.9.3 who do not own nor regularly crew or use any form of boat at Pennant Nine Yacht Club (unless acting in the official capacity as Race Officer or bridge crew or mark layer or rescue boat crew).
 - 3.9.4 With the proviso that the sum of all social members shall be restricted to thirty (30) members in number only.

- 3.9.5 Applicants shall in addition disclose full details of his/her residence qualification in the Legal Jurisdiction of Vaalmarina and declare that he/she does not and will not own nor regularly crew nor use any form of boat at Pennant Nine Yacht Club. Any change in the above status will preclude the member from continued Social membership;
- 3.10 Pensioner members shall consist of members who are over the age of sixty-five (65) years and who have been Ordinary members for ten (10) years or more and not in gainful employment.
- 3.11 Honorary Members shall consist of persons who have been granted such membership by the Committee for no more than one (1) year at a time for good cause.
- 3.12 Reciprocity members shall consist of members of other yacht clubs with whom the Club has reciprocity.
- 3.13 Corporate members shall consist of any member, qualified by any one of the above clauses and who in addition, may be nominated by a corporation or similar organisation, which has been approved by the Committee as a Corporate Sponsor.

Corporate members may not in number exceed 25% of the total Ordinary, Junior nor Social Members plus Corporate members.

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4 ELECTION TO MEMBERSHIP

- 4.1 A person wishing to join the Club shall be proposed by an Ordinary or Honorary Life member and seconded by another, both of whom shall have been members for not less than six (6) months and shall apply in such a manner and furnish information as the Committee may from time to time determine, provided that this provision shall not apply to a person wishing to join as a Temporary member who shall do so in such manner as the Committee may from time to time determine.
- 4.2 All proposals for membership together with a photograph of the nominee shall be posted on the Club notice board for a period of not less than fourteen (14) days prior to being considered by the Committee. Any member having information, which he/she considers relevant to such proposal, shall be entitled to bring such information to the attention of the Committee within such fourteen (14) day period. The provisions of this clause shall not apply to Temporary Members.
- 4.3 The election of members shall be vested in the Committee, which shall vote by ballot, two negatives votes to exclude election. The Committee shall not be obliged to furnish reasons for any decision. A rejected candidate may not be re-proposed for at least twelve (12) months after his/her rejection.
- 4.4 Any person elected, as a member of the Club shall be bound by the Constitution, rules and by-laws of the Club in force from time to time.
- 4.5 A member, other than an Honorary or a Temporary member, wishing to transfer from one class of membership to another may do so on application to the Committee without the need of again complying with paragraphs 4.1 and 4.2.
- 4.6 No member shall have any right, title or interest in or to the property or funds of the Club.
- 4.7 A member shall cease to be a member:
 - 4.7.1 Upon his death or resignation;
 - 4.7.2 If his estate is sequestrated or he/she is convicted in a court of law of some grave offence, provided that in either case the Committee may reinstate him subject to such conditions as it deems fit if he/she applies for such reinstatement;

4.7.3 If his membership is terminated in terms of any other provision of this Constitution.

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5 **LIMITATION OF LIABILITY**

The liability of the Members of the Club is limited to the payment of any amount owing by them to the Club in terms of this constitution.

The property and income of the Club from whatever source derived shall be applied solely towards the promotion of the objects of the Club, and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise to individual Members, or to any other individual, provided however that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servant of the Club or to any member thereof, in return for services actually rendered to the Club.

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6 GENERAL MEETINGS

- 6.1 The Annual General Meeting of the Club shall be held during September of every year on such a date as the Committee may determine for the purposes of: -
- 6.1.1 presentation of the annual report of the outgoing Committee;
 - 6.1.2 presentation of the financial statements for the preceding financial year ended 30 June;
 - 6.1.3 confirmation of entrance fees, subscriptions and mooring fees for the current financial year in accordance with clause 9;
 - 6.1.4 Election of Flag Officers, Treasurer, Secretary, Trustees and Honorary Life members, if any;
 - 6.1.5 election of the Committee for the ensuing year;
 - 6.1.6 general business.
- 6.2 Special General Meetings of the Club may be held at any time determined by the Committee, provided that the Committee shall convene a special general meeting if requisitioned thereto in writing by not less than ten (10) Ordinary members stating the purpose of the meeting.
- 6.3 A special general meeting shall have the power to raise discuss and decide only such specific matters as have been set out for consideration in the notice of the meeting.
- 6.4 General meetings shall be convened by the Committee, which shall give notice thereof on the Club notice board and in writing to all members; such notices shall be displayed and posted, as is the case may be, not less than fourteen (14) days prior to the holding of the meetings and shall set out the agenda. Notice may be given to the members by Electronic Mail, in which event it shall not be necessary to post a notice to such members.
- 6.5 A quorum shall consist of not less than such number as constitutes ten percent (10%) of the Ordinary, Honorary Life and Retired members of the Club present in person. No business shall be transacted at any general meeting unless a quorum is present, provided that a quorum is not present at an annual general meeting within 15 minutes of the time stipulated for the meeting, the meeting shall stand adjourned to the same time the following week and Ordinary, Honorary Life and Retired members then present shall form a quorum.

- 6.6 The senior Flag Officer present, or failing him, a member selected by those present, shall preside as Chairman at every general meeting, provided that the Commodore or failing him a member appointed by those present, shall preside at the annual general meeting.
- 6.7 The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business left unfinished at the meeting at which the adjournment took place. In the event of a meeting being postponed, notice of the postponed date for the meeting shall forthwith be placed on the Club notice board.
- 6.8 At any general meeting, a resolution put to the vote of the meeting shall be decided by Ordinary, Honorary Life and Retired members on a show of hands, save that the election of the Committee members at annual general meeting shall be by ballot. A declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or negatived, and an entry to that effect in the book containing the Minutes of the proceedings of the meeting shall be conclusive evidence of the fact, without proof, of the number or proportion of the votes recorded in favour of or against such resolution. In the case of an equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote.
- 6.9 Every Ordinary, Honorary Life and Retired member present at any general meeting shall have one vote, provided that any member who was a member of the Club prior to 15th September 1982, shall enjoy the right to a vote at any general meeting. Other classes of members may attend and with the consent of the Chairman address the meeting, but shall not have any vote.
- 6.10 A member who is eligible to attend and vote at an annual general meeting but will not be able to attend the Annual General Meeting shall be entitled to cast a special vote in regards to the election of committee members in accordance with the following provisions.
- 6.10.1 the member shall apply to the Club for a printed voting paper;
- 6.10.2 the Club shall furnish the member with a voting paper and an identification envelope bearing the words "Voting Paper" printed thereon and the following declaration:
- 6.10.3 I, _____ *being a member of Pennant Nine Yacht Club in good standing and eligible to attend and vote at an annual general meeting do hereby declare that the enclosed voting paper has been marked by me personally: (followed by a place for signature and date.)*

- 6.10.4 The voting paper shall bear the names of the candidates for each office being voted in alphabetical order;
- 6.10.5 the member shall mark upon the voting paper a cross against the name of the candidate/s for whom he/she intends to vote and shall thereupon place the voting paper in the identification envelope, seal it and sign the declaration appearing thereon and post or deliver it to the club in an envelope marked "Voting Paper" so as to reach the Club at the latest by 16h00 of the Friday preceding the date of the annual general meeting, failing which the vote shall be invalid.
- 6.10.6 the sealed vote shall be opened and counted at the time of counting the votes cast at the annual general meeting at which the relevant election takes place, by the adjudicators who are appointed at the meeting for the counting of the votes.

7 COMMITTEE

- 7.1 The affairs of the Club shall be managed by a Committee which shall consist of –
- 7.1.1 The Flag Officers, being the Commodore, Vice-Commodore and Rear-Commodore, all of whom will be elected for a two (2) year term;
 - 7.1.2 a Treasurer, a Safety Officer, and a Secretary, all of whom will be elected for a two (2) year term;
 - 7.1.3 at least six (6) additional members, who will be elected for a one (1) year term.
 - 7.1.4 those elected in 7.1.1 and 7.1.2 will form the EXCO of the club.
- 7.2 The Committee shall be elected annually at the annual general meeting provided that: -
- 7.2.1 only Ordinary, Honorary Life and Retired members, who have been members of the Club for at least two years, shall be members of the Committee;
 - 7.2.2 a Flag officer shall have been a member of the Committee for, at least, one year preceding his/her nomination;
 - 7.2.3 the Commodore and Vice-Commodore shall be owners of yachts recorded on the Club register.
- 7.3 The immediate past Commodore shall *ex officio* be a member of the Committee for a year following his vacating of the office.
- 7.4 The Committee shall meet at least 10 times per year or more often if necessary, and shall keep proper minutes of its proceedings.
- 7.5 A quorum of the Committee shall consist of five (5), at least one of who shall be a Flag Officer.
- 7.6 The senior Flag Officer present shall act as Chairman at committee meetings. The Chairman shall have a casting vote.
- 7.7 a Committee member shall cease to hold office if –
- 7.7.1 he/she ceases to be a member of the Club;
 - 7.7.2 he/she resigns from office;
 - 7.7.3 he/she becomes insolvent or assigns his Estate for the benefit of his creditors;
 - 7.7.4 he/she is convicted in court of law of any grave offence;

- 7.7.5 he/she absents himself from three (3) consecutive meetings without first having obtained leave of absence, unless he/she shall furnish a reasonable excuse;
- 7.7.6 the Committee by decision of three-quarters of its members resolves that his/her membership of the Committee should for good reason terminate such as dereliction of his duties as a Committee member provided that the Committee member shall have the right of appeal to a special general meeting of members convened for such purpose against such decision.
- 7.8 Not later than 60 days prior to the AGM each year the Committee shall cause a notice calling for nominations for the Committee to be posted on the Club notice board and to all Ordinary members. Notice may be given to the members by Electronic Mail, in which event it shall not be necessary to post a notice to such members.
- 7.9 Nominations for the Committee shall be in writing, shall be signed by the Nominator, Secunder and the Nominee, and shall be lodged with the Manager of the Club by not later than the 30 days prior to the annual general meeting at which the election is to take place. All nominations shall be displayed on the Club notice board for not less than fourteen (14) days prior to the said annual general meeting. Only Ordinary members, Retired members and Honorary Life members shall be eligible to nominate or second Committee members.
- 7.10 Any vacancy occurring on the Committee during its term of office may be filled by co-opting an Ordinary member to the vacant position. Such co-opted member shall hold office until the next annual general meeting provided that if a vacancy should occur in the office of the Commodore or Vice-Commodore the co-opted member shall only hold office until the Committee can reasonably call a special general meeting for the purpose of electing a member to fill the vacancy. Members shall be informed of any co-option as soon as practically possible.
- 7.11 If no nominations for a vacant position are received, a vacancy shall be declared and clause 7.10 shall apply.

8 POWERS OF THE COMMITTEE

- 8.1.1 The Committee shall have the power -
- 8.2 to buy, sell, let, hire, exchange, transfer, receive by way of donation or otherwise, movable and immovable property, including debentures, stocks and shares, provided that –
 - 8.2.1 any major transaction in respect of the club premises (including water space) shall first be approved by the Club in general meeting; and
 - 8.2.2 provided further that the property of the Club shall be vested in the Trustees from time to time who shall be elected at the annual general meeting and who shall hold the same in trust on behalf of the Club.
- 8.3 to borrow money on the security of immoveable property, pass mortgage bonds on the same, provided that all loans shall first be approved by the Club in general meeting;
- 8.4 generally to deal with the property and funds of the Club for the purposes of the Club, provided that all major capital expenditure shall be first be approved by the Club in general meeting;
- 8.5 to institute and defend legal proceedings in the Club's name and perform all legal acts and execute legal documents as may be necessary;
- 8.6 to make, amend and rescind by-laws which are not inconsistent with this Constitution for the regulation of the affairs of the Club; all such by-laws shall be notified to Members as soon as possible after adoption by means of publication in the first newsletter following the adoption and shall be recorded by the Secretary in a book kept specially for that purpose;
- 8.7 to co-opt additional members for the purpose of serving in a temporary capacity on the committee or any sub-committee;
- 8.8 to appoint sub-committees, consisting of a convenient number of Members, for any special purposes;
- 8.9 to consider and decide applications for membership;
- 8.10 to arrange terms of reciprocity and affiliation with other clubs, should they consider it in the interests of the Club in specific areas in South Africa or abroad;
- 8.11 to determine from time to time, the entrance fee and subscriptions payable by each class of member in accordance with the provisions of clause 9;

- 8.12 to investigate and decide whether a Member is the owner of a yacht;
- 8.13 to appoint and terminate the employment of staff for the Club and to arrange staff conditions of employment and remuneration;
- 8.14 generally administer and manage the affairs of the Club;
- 8.15 to review decisions of the disciplinary committee in terms of 15.2 and to hear appeals in terms of 15.3.

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9 **ENTRANCE FEES, SUBSCRIPTIONS AND MOORING FEE CHARGES**

9.1 The entrance fee, subscriptions and mooring fee charges shall be as determined from time to time by the Committee provided that –

9.1.1 a Member, other than an Honorary member or Temporary member, shall not be required to pay additional entrance fee when transferring from one category of membership to another;

9.1.2 the entrance fee, subscriptions and mooring fee charges so determined shall be subject to confirmation at a general meeting to be held within three months of such determination and shall be deemed to have been so confirmed, unless rejected by two-thirds majority of such a general meeting.

9.2 All subscriptions and mooring fees as determined by the Committee in terms of 9.1 shall fall due on 1 July each year and shall be paid either in full within thirty (30) days of due date or in six (6) equal monthly instalments on the last business day of every month with effect from the last day of July each year. In the event of a member wishing to pay in instalments:

9.2.1 The total of the annual subscription shall be increased by such amount as the Committee may determine and the general meeting may approve in accordance with 9.1.2 to cover interest and collection charges.

9.2.2 The Member shall prior to the end of July notify the Club and furnish the Club either with post-dated cheques to cover the outstanding monthly payments or sign a bank debit order in respect thereof or make such other arrangements as may be acceptable to the Committee.

9.3 Members elected to membership during the course of a year will be liable for the pro rata share of the annual subscription as from the first day of the month in which they are elected to membership.

9.4 Entrance fees shall be payable at the time of a person applying to join the Club provided that an applicant for membership may elect to pay his entrance fee in six (6) equal monthly with effect from the date of application for membership. In the latter event the amount payable shall be increased by such amount as the Committee may determine and the general meeting may approve in accordance with 9.1.2 to cover interest and collection and the provisions of 9.2.2 shall apply, *mutatis mutandis*, to such payments.

9.5 The Committee shall be entitled, on good cause shown, to reduce subscription payable by any Member for such period and upon such terms as the Committee may decide.

- 9.6 Any Member intending to resign from the Club shall in writing notify the Secretary of such resignation on or before the 30 June in any year, and shall otherwise be liable for his subscription for the ensuing year.
- 9.7 A Member who has been expelled or suspended, or who has resigned after 30 June during any year –
- 9.7.1 Shall remain liable for such payments, fees, subscriptions and mooring fee charges still due and unpaid by him;
- 9.7.2 Shall not be entitled to recover any sums by reason of the termination or suspension of his membership prior to the end of the current subscription year.
- 9.8 Any Member who fails to pay any amount owing to the Club, irrespective of the cause of the debt, within three (3) months of due date shall cease to be a Member of the Club and his name shall be posted on the Club notice board, provided that the Committee shall be entitled, on good cause to grant a Member extended terms for the payment of his subscription or mooring fee.
- 9.9 The Committee shall be entitled to impose such penalty in respect of overdue payments by members, as it may consider appropriate in the circumstances.

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10 CLUB RECORDS AND ACCOUNTING

- 10.1 The Committee shall keep proper records and books of account of the affairs of the Club including a register of Members, a register of yachts and a detailed listing of all Club assets.
- 10.2 The Committee shall cause the books of account to be audited annually by a qualified auditor who shall not be a Member of the Club.
- 10.3 The Committee shall operate club-banking accounts with such bank or banks as the Committee may decide. All cheques drawn on account of the Club shall be signed by at least two (2) unrelated persons, who may be members of the Club's permanent staff, in accordance with such signing procedures as the Committee may from time to time determine, provided that at least one of the signatories shall be a Flag Officer or a Committee Member and provided further that all payments up to the 20th day of a month shall be tabled (in detail) for ratification by the Committee at the next following Committee meeting.

11 PROHIBITION AGAINST THE USE OF CLUB FOR BUSINESS

- 11.1 No Member shall use the Club address on any communication intended to appear in any publication, or for use on radio or television, except such communications as may be authorised in writing by the Committee, nor shall any Member use the Club address for business purposes.
- 11.2 No Member shall carry on any business activities from the Club premises unless authorised in writing by the Committee.
- 11.3 No person shall be eligible to be or continue as a Member of the Club who, in the opinion of the Committee, abuses for business reasons the privileges of membership.
- 11.4 No yacht used for commercial operations shall be on the Club's register or enjoy the facilities of the Club, unless the Committee in exceptional circumstances otherwise agrees upon such conditions as it may deem fit.

12 MISCELLANEOUS PROVISIONS

- 12.1 Every Member shall cause his address, telephone numbers, facsimile number, boat details and electronic mail address or any change thereof to be recorded with the Secretary.
- 12.2 Any notice or communication of whatever kind to a Member shall on being posted in an envelope, bearing such address as at the time of posting is recorded in the Club records or transmitted by electronic mail to such an e-mail address as is recorded in the club records, be deemed for all purposes to have been received by such Member within seven (7) days of its being placed in the post.
- 12.3 The accidental omission to give notice of any meeting to a person or persons entitled to be present thereat shall not invalidate the proceedings at that meeting.
- 12.4 Any making of, alteration to or repeal of a by-law by the Committee shall be notified on the Club notice board for a period of two (2) weeks and shall only on the lapse of such period become effective and binding.
- 12.5 Every Member of the Club shall be entitled at all reasonable times to inspect the books of account and other documents of the Club, which the Secretary or other custodian shall accordingly be obliged to produce.
- 12.6 Should a Member fail to discharge a debt owing by him to the Club on due date, he/she may be treated by the Committee as a Member who has failed to pay his subscription on the due date.

13 **GUESTS**

- 13.1 Members may introduce guests on Club premises.
- 13.2 A Member introducing his guest shall enter his name in a visitor's book provided for that purpose, on entering Club premises.
- 13.3 Every Member shall be responsible for the conduct of the guests introduced by him while on the Club premises and liable for any damage caused by such guest.
- 13.4 Only Members of the Club, including bona fide Reciprocity Members, are permitted to pay for any liquor or refreshments supplied therein.
- 13.5 No Member shall introduce the same guest on Club premises more than six times in any calendar year.

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14 LEGAL STATUS

- 14.1 The Club shall be a person at law, with all the attributes of juristic personality.
- 14.2 The Club shall be able to institute and defend legal proceedings and execute all legal acts in its own name.
- 14.3 The Club chooses *domicilium citandi et executandi* at 620 Sailfish Road, Vaalmarina, Gauteng.
- 14.4 The Commodore or failing him the next senior Flag Officer available shall execute all legal documents on behalf of the Club.
- 14.5 No Member, or any guest shall have any right of action against the Club for any damage suffered by him/her through any default or neglect of the Club or its servants.
- 14.6 Every Member of the Committee or sub-Committee, agent or servant of the Club, shall be indemnified out of the Club's funds against all costs, charges, expenses, losses and liabilities incurred by him/her in the conduct of the Club's business or in the discharge of his/her duties and no such person shall be liable for the acts or omissions of any other person by reason of his having joined in any receipt of money not received by him/her personally, or for any loss on account of defect of title to any property acquired by the Club or on account of the insufficiency of any security in or upon any ground whatsoever other than his/her own wilful acts of defaults.

15 DISCIPLINARY PROCEEDINGS

- 15.1 There shall be a disciplinary Sub-committee which shall –
- 15.1.1 Consist of a Committee member (who shall act as Chairman of the sub-committee) and such number of Ordinary, Honorary Life and Retired members as may be appointed by the Committee from time to time;
 - 15.1.2 Have power to inquire into and decide on charges against Members, and to impose such penalties, including fines, as they deem fit including the right to suspend or expel Members who have been duly found guilty of –
 - 15.1.2.1 A wilful breach of the provisions of this Constitution or the by-laws made hereunder;
 - 15.1.2.2 Conduct prejudicial to the interest or reputation of the Club; or
 - 15.1.2.3 Conduct unbecoming of a lady or gentleman; or
 - 15.1.2.4 Non-payment of any amount owing by a Member to the Club including any fine imposed by the sub-committee;
 - 15.1.3 Have power to summarily suspend a Member pending an enquiry in terms of 15.1.2 if the Committee considers that the circumstances warrant such a suspension provided that the enquiry in terms of 15.1.2 shall in that event take place within ten (10) days of such suspension.
- 15.2 All suspensions, exceeding three (3) months in duration, expulsions and fines exceeding fifty percent (50%) of subscriptions current from time to time for Ordinary members shall be subject to automatic review by the Committee.
- 15.3 An appeal shall lie from any decision or order made by the disciplinary sub-committee, provided that –
- 15.3.1 a notice of appeal shall be lodged with the Secretary within seven (7) days of the date of the decision or order appealed against;
 - 15.3.2 the quorum of the Committee at the hearing of such appeal shall be seven (7); and
 - 15.3.3 the Committee shall have the power to confirm, alter or set aside in any manner whatever any such decision or order.

- 15.4 Members shall not be entitled to legal representation at any disciplinary hearing or at the appeal from its findings unless the Chairman of the tribunal concerned so rules.

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16 **TRUSTEES**

16.1 Three Trustees will be elected, at the annual general meeting, for a period of two (2) years; and

16.1.1 will be senior Club members of good standing; and

16.1.2 who have served on the Committee for at least five (5) years.

16.2 The duties and powers of the Board of Trustees are –

16.2.1 to ensure that the Constitution and ideals of the Club are upheld;

16.2.2 right to attend Committee meetings to discuss any issue seen by the incumbent Committee as being relevant to the Board of Trustees (without vote);

16.2.3 to assist in resolving any problems that the Club and/or Committee might have;

16.2.4 if requested to officiate a hearing in case of a disciplinary appeal.

17 **CLUB INSIGNIA**

- 17.1 The Club flag shall be the international 'numeral nine' pennant, in the white quadrant of which shall be superimposed "P.N.Y.C."
- 17.2 The Club tie shall consist of a blue tie with club burgees printed all over it or a blue tie with club burgee embroidered thereon.
- 17.3 The Club blazer shall be a plain navy blazer either single or double breasted.
- 17.4 The Badge for use on blazers shall consist of the Club flag embroidered on a navy background.

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18 RULES AND AMENDMENTS

- 18.1 The Committee shall have the power to make rules relating to the conduct of its own proceedings or the proceedings of the Club in general meetings, provided that any rules so made may be amended by a vote of at least two-thirds of Ordinary members present at the meeting.
- 18.2 If any dispute should arise at any Committee or general meeting in regard the interpretation of the Constitution, the Chairman of the meeting shall rule thereon, provided that such ruling may be amended by a vote of at least two-thirds of Ordinary members present at the meeting.
- 18.3 This Constitution may be amended at any Annual or Special general meeting of the Club by a vote of at least two-thirds of Ordinary members present provided that the notice of the proposed amendments shall have been posted on the Club notice board not less than fourteen (14) days prior to the date of the meeting and special notice of the meeting and the proposed amendments has been posted to the last known address of each Member not less than fourteen (14) days prior to the date of the meeting.

19 **DISPOSAL OF CLUB ASSETS**

19.1 The Club may be dissolved, or merged with another Club with similar purposes and objects, in each case only –

19.1.1 On a resolution passed by not less than two-thirds of Ordinary, Retired and Honorary Life members present at a duly constituted general meeting of members; or

19.1.2 On application to the Supreme Court by any Ordinary, Retired and Honorary Life member on the grounds that the Club has become dormant or is unable to fulfil its purposes and objectives.

19.2 On merger, the assets of the Club shall accrue to the Club with which the merger is effected.

19.3 On dissolution, the assets of the Club shall be realised by a liquidator appointed by the general meeting of the court, as the case may be, and the proceeds shall be donated to such club having similar objects to this Club as the meeting or court may decide.

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BY-LAWS AND RULES

(Formulated in accordance with the Provisions of Articles 8 of the Club Constitution)

1 CLUBHOUSE AND CLUB FACILITIES

- 1.1 These facilities are available for the use of Pennant Nine Yacht Club Members, their registered visitors and Members of all other yacht clubs enjoying reciprocity.
- 1.2 No person under the age of 18 years will be served alcoholic beverages at the bar.
- 1.3 Meals are to be taken in the designated dining area only.
- 1.4 Bathing attire may not be worn at the bar or by any person utilizing the dining or lounge facilities of the Clubhouse.

2 MANAGEMENT AND SUPERVISION OF CLUB FACILITIES

- 2.1 The management of the Club shall be the sole responsibility of the Committee provided that the day to day supervision of the Club and its facilities and the implementation of any management decisions and these by-laws may be delegated to any particular Committee Member, the Duty Officer of the day and/or the Club Manager, all or any of whom shall enjoy full authority to implement the management decision or enforce the bye-laws as the case may be

3 Firearms

- 3.1 No member or his/her visitor may bring firearms of any description on to the club property. Failure to comply with this by-law will automatically be referred to the Committee for disciplinary hearing.

4 PARKING

- 4.1 Parking shall be permitted in designated areas only.

5 JETTIES

- 5.1 Yachts may not be made fast to the jetties and left unattended overnight.
- 5.2 The water facilities provided on the main jetty are not to be used for the washing of yachts.

6 DINGHIES

- 6.1 Dinghies shall be clearly named such that owners thereof may be readily identified.
- 6.2 Dinghies shall be left in areas designated for that purpose.

7 **TRAILERS**

7.1 All trailers must be left in the designated trailer-park area.

8 **ENGINE ROOM**

8.1 This facility may only be used, by members, for the storing of outboard motors, oars, paddles and petrol containers and for no other purpose whatsoever.

9 **SLIP WAYS**

9.1 These are to be kept clear at all times save only when launching and/or retrieving yachts or dinghies.

10 **GANTRY**

10.1 The gantry may only be used by prior arrangement with the Club Manager and prepayment of the prescribed fee.

10.2 No boat over the weight of 4,5 tons will be permitted on the gantry.

11 **MOORINGS**

11.1 When an existing Member wishes to sell his/her mooring to a Member or prospective new Member; before such sale can become effective and subject to paragraphs 10.1. and 10.2, the Club shall lift the mooring to be sold and refurbish it, if necessary, to current Club standards. The seller of the mooring shall pay for any such refurbishment costs including the current overhead / labour fees to the Treasurer of PNYC. Upon settlement the authorization to sell the mooring will be issued.

11.2 Once purchased, the mooring becomes the sole and exclusive responsibility of the owner who shall be responsible for the upkeep thereof at his/her own cost.

11.3 Owners may from time to time be required to move their moorings to accommodate the rise and fall of water in the dam or to accommodate the expansion of the mooring area facilities.

11.4 Should the Club Manager or any Committee Member or any other Member of the Club operating under the authority of the Club Manager, Duty Officer or Committee Member as the case may be, be obliged in an emergency to move a yacht from one location to another or to salvage a yacht, then such persons may carry out this function and the cost of so doing (as determined from time to time by the Committee) shall be debited to the owner's account.

11.5 Moorings may be inspected by an authorized Official of the Club at any time, Should the mooring be deemed by such Official to require

refurbishment to bring it up to current Club standards, this will be done in the interests of overall safety and security at the earliest opportunity. The replaced parts will be left on the yacht for the Member/owner to inspect. The costs of such refurbishment will be for the Members/owners account. Due to high costs, interest at 20% per annum will be charged on any outstanding balance after this time. Any dispute will be settled at the sole discretion of the Committee.

11.6 Neither the Club nor its Officers accept any responsibility for the yachts and/or moorings.

12 **MOORING LAYER**

12.1 The use of the mooring layer shall be permitted only by prior arrangement with the Club Manager and/or Duty Officer and prepayment of the prescribed fee.

13 **SAFETY REGULATIONS**

13.1 The Safety Officer will have authority to enforce the Safety Regulations as laid down by N.K.A.

13.2 All boat owners will be required to sign a "Declaration" confirming that their boat complies with the Safety Regulations.

13.3 All boat owners/skippers will be required to pass the S.A.S. Inland Water Skippers Ticket within a reasonable period of time after joining the Club.

13.4 No power craft is to exceed 5 knots in the mooring areas.

13.5 No water skiing is allowed within the mooring area or in the area adjoining the slipways, jetties or launching areas.

13.6 Children are to wear life jackets at all times - when in dinghies, on jetties, being taken out to yachts, whilst on board and when returning to the shore.

13.7 Young children are not allowed on jetties unless accompanied by an adult.

13.8 Persons utilizing the swimming pool do so entirely at their own risk and children utilizing this facility shall be under the control and supervision of their parents/guardian.

13.9 No breakables particularly of the nature of glassware and crockery may be used in the immediate vicinity of the pool.

14 **FISHING**

14.1 Fishing is not permitted from the jetties and slipways or in other areas where dinghies are launched.

15 **ACCOMMODATION**

15.1 Caravans are not permitted on the Club property save with the permissions of a Flag Officer.

16 **BRAAI FIRES**

16.1 Braai fires shall be made in the designated area only.

17 **LIQUOR**

17.1 In compliance with the regulations of the club's Liquor Licence no liquor may be brought onto the premises with the object of consuming such liquor on the Club's grounds.

18 **BOAT HOUSES**

18.1 PNYC will grant members permission to construct and own Boat Houses on PNYC's property, subject to the following conditions:

18.1.1 Prior approval must be obtained from the Committee including the siting thereof.

18.1.2 At present the Boat Houses designed and built by Waka Construction are approved.

18.1.3 PNYC accepts no liability for any matters arising from such activities.

18.1.4 Members will be responsible for all costs and other associated activities with the Boat Houses, including:

18.1.4.1 Design and Plan costs;

18.1.4.2 Local Authority approval costs;

18.1.4.3 Insurance of the Boat houses and/or its contents;

18.1.4.4 Maintenance of the Boathouses;

18.1.4.5 Security.

18.2 In the event of a member retiring (for whatever reason) from the club, this member may sell the Boat House to another member. Under no circumstances can the Boat House be sold or rented to a non-member.

- 18.3 Boat Houses may only be used for storage of items associated with the member's club activities.
- 18.4 Under no circumstances may the members use the Boat Houses as overnight accommodation.
- 18.5 PNYC will not provide any services to the Boat Houses.
- 18.6 The member will be required to pay to PNYC a nominal annual fee of R150,00 for use of the site. This must be paid annually in advance.
- 18.7 Boat Houses are to be maintained in keeping with the clubs expectations; the owners are responsible for all costs of maintenance.
- 18.8 The member undertakes to sign an agreement with PNYC, wherein the member accepts and undertakes to comply with all the items set out in the By-Laws - Boat Houses.

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