



& BEYOND
BATELEUR CLUB

APPENDIX C
BATELEUR CLUB CONSTITUTION



| | | |
|-----|---|---|
| 1. | INTERPRETATION AND PRELIMINARY | 3 |
| 2. | ESTABLISHMENT | 3 |
| 3. | NAME, NATURE AND OBJECT | 3 |
| 4. | MEMBERSHIP | 3 |
| 5. | POWERS | 4 |
| 6. | LEVIES | 4 |
| 7. | MANAGEMENT COMMITTEE | 4 |
| 8. | REMOVAL AND ROTATION OF COMMITTEE MEMBERS | 4 |
| 9. | REMUNERATION | 5 |
| 10. | COMMITTEE POWERS | 5 |
| 11. | PROCEEDINGS | 5 |
| 12. | GENERAL MEETINGS | 6 |
| 13. | PROXIES | 6 |
| 14. | QUORUM | 6 |
| 15. | VOTING RIGHTS | 6 |
| 16. | BUDGET | 7 |
| 17. | RECORDS | 7 |
| 18. | NOTICES | 7 |
| 19. | INDEMNITY | 7 |
| 20. | THE COMPANIES ACT | 7 |
| 21. | ENFORCEMENT | 7 |
| 22. | LEGAL PROCEEDINGS | 7 |
| 23. | AMENDMENTS | 7 |
| 24. | INTERPRETATION OF RULES: | 8 |
| 25. | GENERAL | 8 |

1. INTERPRETATION

1.1 Unless as amplified in this Constitution, or the context indicates a contrary intention or meaning, words typed in the uppercase in this Constitution shall bear the same meaning assigned to them in the General Terms and Conditions of the Bateleur Club, the Agency Agreement and the Purchase Agreement.

1.1.1 “Committee” means the management committee appointed in terms of clause 7;

1.1.2 “Member Register” means the register of Members referred to in clause 4.8 of this Constitution;

2. ESTABLISHMENT

The Bateleur Club shall be established comprising the Agent and the Members.

3. NAME, NATURE AND OBJECT

3.1 The name of the club shall be the Bateleur Club.

3.2 The Bateleur Club, being a voluntary association, shall be a corporate body with perpetual succession, having an existence separate from its Members and capable of suing and being sued in its own name.

3.3 The object of the Bateleur Club is to manage and control the occupation, use and enjoyment of the Accommodation by the Members by making Club Rules regulating such occupation, use and enjoyment and monitoring and administering the application of such Club Rules, and in so doing, endeavouring to ensure that the interests of the Agent and the Members are protected and served.

3.4 The Bateleur Club, and not its Members, is responsible for the payment of all its debts, and may not distribute any monies to its Members.

4. MEMBERSHIP

4.1 Membership of the Bateleur Club is limited to the Agent, and those persons who are or become Members in terms of this clause 4.

4.2 A person (natural or juristic) shall automatically become a Member of the Bateleur Club upon the Commencement Date in terms of which that person, as the Principal, is registered as a Member in the Member Register.

4.3 No person, other than the Agent, shall become a Member other than in the manner set out in this clause.

4.4 On termination of membership of the Bateleur Club for any reason whatsoever, the former Member shall cease to have any rights in terms of this Constitution or the Club Rules and, in particular but without limiting the generality of the foregoing, shall cease to have any rights to any Accommodation.

- 4.5 A Member shall cease to be an active Member on the earlier of:
- 4.5.1 the date on which the whole of the Membership Payment of that Member has been applied by the Agent in payment of any amounts owing to the owners/operators of any Properties in terms of the Agency Agreement as reflecting in Schedules 3 and 4;
 - 4.5.2 the expiry of a period of 2 (two) years from the Commencement Date of that Member's Purchase Agreement;
- 4.6 A member shall cease to be a Member should the Member be expelled in terms of this Constitution and the Club Rules.
- 4.7 The Bateleur Club, operated and managed by the Agent, reserves the right to expel any Member from the Bateleur Club, should the relationship between said Member and the Bateleur Club be deemed irreconcilable.
- 4.8 A register of Members shall be kept by the Committee, recording the names of Members, the dates on which such Members became Members, the dates on which such Members ceased to be Members and the addresses nominated by the Members as its domicilium citandi et executandi in terms of Schedule 1 to the Agency Agreement and such register shall be prima facie proof of the details recorded therein.
- 4.9 If a Member consists of a nominee or an assignee, each such person shall be jointly and severally liable for the obligations of a Member in terms of this Constitution or the Club Rules.

5. POWERS

- 5.1 Subject to the provisions of clause 3.3, and any restriction imposed or directions given at a general meeting, the Bateleur Club shall have the powers to:
- 5.1.1 perform any act in association with the attainment of its object;
 - 5.1.2 appoint Committee Members and admit new Members.
- 5.2 The powers of the Bateleur Club are to be interpreted as widely as possible and generally, the Bateleur Club shall have the widest powers in relation to the attainment of its object.

6. LEVIES

Subject to the provisions of clause 10 of the General Terms and Conditions, the Bateleur Club shall not be entitled to impose levies or service fees upon the Members. All funds required by the Bateleur Club shall be provided by the Agent, provided that the Agent, in its sole and unfettered discretion, shall determine what funds are required

7. MANAGEMENT COMMITTEE

- 7.1 The first Committee Members shall, on establishment of the Bateleur Club, be appointed in writing by the Agent. The Committee shall consist of such persons as the Agent, in its sole and unfettered discretion, deems necessary to properly perform the functions of the Committee.
- 7.2 A Committee member shall be an individual and shall not necessarily be a Member of the Bateleur Club. By accepting an appointment to office, a Committee member shall be deemed to have agreed to be bound by all the provisions of this Constitution.
- 7.3 The Committee shall, by a simple majority, appoint one of their numbers to act as chairman for such term as they think fit.

8. REMOVAL AND ROTATION OF COMMITTEE MEMBERS

- 8.1 Subject to clause 7, each Committee member shall hold office for a continuous period of 2 (two) years.
- 8.2 A Committee member shall be deemed to have vacated his office and shall cease forthwith to hold office as such:

- 8.2.1 in circumstances where he would be disqualified from holding the position of a company director as contemplated in the Companies Act, 71 of 2008;
- 8.2.2 if he resigns on written notice to the Bateleur Club, the Agent, and the Committee;
- 8.2.3 if the other Committee members, by a simple majority, elect to remove him from office as a Committee member.
- 8.3 The Committee may co-opt additional Committee members to fill any vacancy in respect of the Committee.

9. REMUNERATION

No remuneration shall be paid to any Committee member.

10. COMMITTEE POWERS

- 10.1 Subject to the express provisions of this Constitution, and without the necessity of a general meeting, the Committee shall manage and control the business and affairs of the Bateleur Club, shall have full powers in the management and direction of such business and affairs, may exercise all such powers of the Bateleur Club.
- 10.2 Subject to this Constitution and to any restriction imposed or direction given at any general meeting and subject to any condition imposed by any governmental authority, the Committee shall have the power to:
 - 10.2.1 make and modify such Club Rules as it deems appropriate and necessary to further the object of the Bateleur Club as set out in clause 3.3 and in particular, but without limiting the generality of the a foregoing Club Rules, to regulate all aspects of the use and enjoyment and occupation of the Accommodation by Members and any persons occupying, using or enjoying the Accommodation by virtue of any right of any Member;
 - 10.2.2 require that the Club Rules are complied with and to investigate any alleged failure to comply with the Club Rules and determine whether there has been such a failure, and, if it determines that any Member has failed to comply with the Club Rules, expel such Member from the Bateleur Club and remove such Member from the Register referred to in clause 4.8, or take such other action as it, in its sole and unfettered discretion, deems appropriate provided that the procedures to be followed in such investigation and determination shall be determined by the Committee from time to time in its sole and unfetter discretion.
 - 10.2.3 ensure that the Bateleur Club and the Members comply with all statutory aspects relating to the operation of the Bateleur Club.
- 10.3 The Committee shall have the right to vary, cancel or modify its decisions and resolutions from time to time.

11. PROCEEDINGS

- 11.1 The Committee may meet for the despatch of business, adjourn and otherwise regulate meetings as it deems fit, subject to the provisions hereof.
- 11.2 The quorum necessary for the holding of all meetings of the Committee shall be 3 (three) Committee members present in person. If no quorum is present within 5 (five) minutes after the time for commencement of the meeting, then it shall stand adjourned until the same time and at the same place on the 7th (seventh) day after such adjourned meeting, or if that is not a business day, then to the first business day thereafter, and those Committee members present at such meeting shall constitute a quorum.
- 11.3 Any resolution of the Committee shall be carried by a simple majority of all votes cast. The chairman of the Committee shall have a second or casting vote.
- 11.4 Written minutes shall be kept of every Committee meeting. The Committee's minute book shall be open for inspection at all reasonable times by the Agent, and the Members.
- 11.5 A resolution signed by all the Committee members shall be valid in all respects as if it had been duly passed at a meeting of the Committee.

12. GENERAL MEETINGS

- 12.1 The Bateleur Club shall, within 6 (six) months after the end of the Agent's financial year, hold a general meeting as its annual general meeting.
- 12.2 Such annual general meeting and any other general meetings shall be held at such time and place as the Committee shall decide.
- 12.3 The Committee may at any time convene a general meeting. A general meeting must also be convened on a signed written requisition made by 20% (twenty percent) of the Members.
- 12.4 The annual general meeting and any other general meeting shall be called by not less than 21(twenty one) clear days' notice in writing. The notice shall specify the place, date and time of the meeting.
- 12.5 All matters usually dealt with in general meetings of similar clubs or organisations and all other matters as the Committee may deem appropriate, necessary or desirable, and, in the discretion of the Committee any other business laid before it, shall be considered at all and any general meetings.
- 12.6 The chairman of the committee shall preside as chairman of all and any general meetings.

13. PROXIES

- 13.1 A Member may be represented at a general meeting by a proxy, provided that such proxy is a Member.
- 13.2 To be effective at a meeting or adjourned meeting, a proxy together with the original or a notarially certified copy of any power of attorney or other authority under which it is signed must be lodged with the Bateleur Club 24 (twenty four) hours before the commencement of the meeting or adjourned meeting concerned, provided that the chairman of the meeting may, in his sole discretion, accept a proxy tendered at any time before or during the meeting.
- 13.3 A proxy shall be valid for the purposes of the meeting to which it relates and any meeting resulting from an adjournment thereof.
- 13.4 The instrument appointing a proxy shall be substantially in the form used for Agent matters.

14. QUORUM

- 14.1 No business shall be transacted at a general meeting unless a quorum is present both when the meeting proceeds to business and when any resolution is to be passed. Any one Member present in person or by proxy shall constitute a quorum.
- 14.2 If, within 15 (fifteen) minutes after the time appointed for the commencement of a general meeting, or within such extended period as the chairman may allow, a quorum is not present, the meeting shall be dissolved.

15. VOTING RIGHTS

- 15.1 Members shall be entitled to vote only on any matters raised at a general meeting.
- 15.2 Voting at general meetings shall, unless a poll is demanded, take place by way of a show of hands.
- 15.3 At every general meeting each Member, present in person or by proxy and entitled to vote, shall have one vote on a show of hands, provided that the Agent shall have as many votes as there are other Members from time to time.
- 15.4 Resolutions shall be passed by simple majority vote, save with respect to amendments to this Constitution, which shall not be passed unless not less than 75% (seventy five percent) of the Members present at the meeting vote in favour thereof on a show of hands, or, if a poll is demanded, Members holding not less than 80 % (eighty percent) of the votes on a poll vote in favour thereof.
- 15.5 If a poll is duly demanded it shall be taken in such manner as the chairman of the meeting may direct either at once or after an interval or adjournment. On a poll, a Member shall have one vote for each Rand making up the

balance of that Member's Membership Payment at the time of the meeting at which the resolution in question was proposed, provided that the Agent shall on a poll, have as many votes as the aggregate number of votes to which all other Members are entitled from time to time.

- 15.6 If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute is to be determined by the chairman and his decision shall be final.

16. BUDGET

The Bateleur Club shall not prepare any budgets.

17. RECORDS

- 17.1 Subject to the provisions of clause 11 of the General Terms and Conditions, books of account or accounting records will be kept by the Bateleur Club.
- 17.2 Any accounting records shall be kept at such place as the Committee thinks fit, and shall always be open to inspection by the Members.

18. NOTICES

Notices may be given by the Bateleur Club to any Member either personally, or by sending it as provided for in clause 13 of the General Terms and Conditions.

19. INDEMNITY

- 19.1 Any Committee member, agent, auditor, secretary, servant or other officer for the time being of the Bateleur Club shall be indemnified out of the assets of the Bateleur Club, against any liability incurred by him arising out of his office in defending any proceedings, whether civil or criminal, on which judgement is given in his favour or in which he is acquitted, provided that the Bateleur Club's liability pursuant to such indemnity shall only extend to such amount which the Bateleur Club may recover from its insurers or such amount as the Committee in its discretion may decide.
- 19.2 In the event that the Bateleur Club is wound up, the assets, net of obligations, must be transferred to another organisation that has similar objects to those of the Bateleur Club.

20. THE COMPANIES ACT

The provisions of the Companies Act, the Companies Act 71 of 2008, shall not apply to the Bateleur Club.

21. ENFORCEMENT

The Bateleur Club shall be responsible for enforcement of the Club Rules and for the control and administration and management of the Bateleur Club for the benefit of all Members.

22. LEGAL PROCEEDINGS

The Bateleur Club may sue or be sued in its own name in any Court of competent jurisdiction.

23. AMENDMENTS

This Constitution may be amended, altered or added to at any Annual General Meeting or any General Meeting specially called for such purpose. Any such alterations or additions shall not be deemed to be passed unless approved by not less than 75% (seventy five percent) of the Members present at such meeting or, if a poll is

demanded, Members holding not less than 80% (eighty percent) of the votes on a poll, vote in favour thereof. No proposed alteration or amendment shall be considered at any such Meeting unless the proposed amendment or alteration has been notified to Members in writing not less than 7 (seven) days before the date of the meeting.

24. INTERPRETATION OF RULES:

In case of doubt as to the meaning or interpretation of this Constitution and any Club Rules framed thereunder, the Committee shall be the final arbiter, and its decision shall be binding upon Members.

25. GENERAL

25.1 The provisions of this Constitution shall be binding upon the Agent, and all Members and, insofar as they may be applicable, to all persons occupying, using or enjoying any accommodation by virtue of the rights of any Member, whatever the nature of such occupation.

25.2 No Member, nor the executor, curator, trustee or liquidator of any member, shall have any claim upon or interest in or right to the funds or any assets of the Bateleur Club.

-oOo-