

HOUT BAY YACHT CLUB (NPC)

(Registration number: 2021/546021/08)

being a non-profit company with Members

("the Company")

Hout Bay Yacht Club General Rules

1. Definitions

- a. The term "Company" shall mean the Hout Bay Yacht Club (NPC)
- b. The term "Committee" shall mean the managing committee of the company as nominated and elected by the Members. The board members will be made up of these committee members.
- c. The term Board shall mean committee members appointed as directors of the Company as contemplated in article 27 of the MOI of the Company
- d. The term "Member" shall mean a natural person who qualifies and will have been admitted as a "Member" by the Board pursuant to compliance with the qualifications of Members, or legal entity, who is in good standing and who will have complied with the Rules as set out herein;
- e. The term "Member in good standing" shall mean a Member who has delivered full or deferred payments to the Company in respect of membership fees for the ensuing year up to the day of a General Meeting of the Company.
- f. Any reference in these Company Rules to the masculine gender shall be deemed to refer mutatis mutandis to the female gender.
- g. Any reference in these Company Rules to "year" shall mean the Financial Year of the Company, which runs from 1 February to 31 January, unless the context indicates otherwise.
- h. NPC shall mean Non Profit Company
- i. MOI shall mean Memorandum of Incorporation of the Company

2. Headquarters

- a. The headquarters of the Company shall be in the Harbour, Hout Bay, or such other address as may conveniently contain the activities of the Company, as decided by the Committee,

3. Company Objectives

- a. The main object of the Company is to carry on a community based business development project involving the establishment of a local yacht club and which is a public benefit activity as defined in section 30(1) of the Income Tax Act, Act 58 of 1962 ("ITA"), in a non-profit manner with an altruistic or philanthropic intent.
- b. The purpose of the public benefit activities are:
 - i. To encourage amateur boating and related aquatic activities in Hout Bay and its environs.
 - ii. To fulfil all the usual objects of a typical social, cultural and/or outdoor family Company, which shall at all times be non-political and not for profit entity

- iii. To promote the conservation of the natural environment of the Hout Bay Littoral.

4. Club Insignia

- a. The Club Flag shall be a royal blue burgee with a white leopard and anchor towards the hoist, a copy of the same annexed as Annexure A.
- b. The Club Tie or other official clothing shall bear the same symbol as the burgee with the letters "H.B.Y.C." under.
- c. The addition of words designating a boating section of the Club shall be optional.

5. Classes of Membership

- a. The membership of the Company may be limited as to numbers and shall consist of:-
- b. Adult persons admitted as such who shall be Members, 18 years of age or older.
- c. Couple Membership, comprising two persons 18 years of age or older.
- d. Family Members shall include the spouse of any Member and any children (under the age of 18) and who are not eligible for either Adult or Couple Membership.
- e. Senior Members being persons over 65 years of age shall be eligible for a discounted membership fee
- f. Development/Junior Member, who shall, on 1 February, be under the age of 18 years, and whose parents are not Members in terms of Clauses 5(b), 5(c) or 5(d) and who shall be permitted to enjoy certain benefits whilst they qualify as "Junior Members"
- g. Upon reaching the age of 18 years, every Junior Member shall be entitled to apply for participation as an Adult Member before his next subscription falls due, failing which he shall cease to be a Member of the Company.
- h. Overseas or Country Members, being Members who ordinarily reside outside a radius of 100 kilometres from the Company Headquarters and who will have elected to pay a "reduced subscription fee" applicable to such Members.
- i. Upon an Overseas or Country Member assuming residence within the 100km radius his subscription shall increase to the full amount then payable for the relevant class of Member.
- j. Students Members shall be persons who are bona fide students up to the age of 24 years and who are enrolled at a University, Technicon or Training College as full-time students, or part-time students or serving Articles or Apprenticeships at a University, Technicon or Training College.
- k. Upon reaching the age of 24 years, every Student Member shall, if he/she wishes to continue his/her participation, apply to be admitted as a Member as may be considered and finally determined by the Committee, before his next subscription falls due, failing which he shall cease to be a Student Member of the Company.
- l. The Committee may, subject to the principles set out below, elect Honorary Members for such time as it shall think fit, with or without paying the subscription fee.
- m. No person permanently residing within a radius of 15 kilometres from the Company Headquarters shall be eligible as an Honorary Member of the Company except where:
 - i. such person, by reason of his holding a public office or having conferred some special benefit upon the Company, is elected by resolution of the Committee as an "Honorary Member", or
 - ii. by resolution of the Committee, such a person is granted the privileges of membership while engaged in any match or competition.
- n. Any person temporarily residing in the Cape Peninsula may be proposed by an Adult or Family Member over the age of 18 years, as a "Temporary Member" of

- the Company, for a period not exceeding one month by the entry of his name and address in a register kept for this purpose. The said period of membership may be extended on formal application to the Committee. The Member proposing any Temporary Member shall be liable for any debts incurred by the Temporary Member (and not discharged by such Member) to the Company. Temporary Members shall not be entitled to introduce guests to the Company.
- o. Reciprocity Members, who shall be Members of other Club's with which the Committee has arranged reciprocity.
 - p. Reciprocity Members shall be required to sign the appropriate register on making use of the facilities offered by the Company.
 - q. Life membership being adult members 18 years of age or older, who took advantage of a once-off offer of advance payment for lifetime membership.
 - r. Honorary members being members such as NSRI crew members and Commodores of other yacht clubs, who the Committee confers honorary membership on from time to time. Honorary members have no voting rights
 - s. Temporary members being adults and family members making temporary use of the Club mooring facilities. Temporary members have no voting rights.
 - t. The final decision as to the Category of Membership of any Member shall vest in the Committee, whose decision shall be final and binding on all Members.
 - u. Every Member shall cause his physical address, email address and mobile phone number or any change thereof to be recorded in writing with the Company Secretary in accordance with the MOI
 - v. Notwithstanding the fact that membership may have been closed, the Committee shall not be obliged, for that reason only, to withhold/decline membership of a prospective person who wishes to become a Member and whose application for a mooring will have been recommended by the Vice Commodore of Sailing and Water Activities.

6. Election of Members

- a. Any person desiring to join the Company as an Adult, Couple, Family, Development/Junior, Senior, Overseas or Country Member must be proposed by Adult, Couple, Family or Senior Member over the age of 18 years and seconded by another Member.
- b. A proof of payment of the Entrance Fee (if applicable) and the amount of the Subscription shall be submitted together with the Nomination Form. These amounts shall be refunded to the payer should the nominated person not be admitted.
- c. The proposer and seconder of any applicant for membership must be a known Member to the Committee as nominated by the Board or at least one of the Members of the Board and must be in good standing with the Company.
- d. The Candidate's name, profession or business and such other information as the Committee may require, together with the names of his proposer and seconder must be signed on the Company's Nomination Form.
- e. Candidates shall be introduced to two Members of the Committee before the date of ballot.
 - i. The provisions of Clause 6(f) shall not apply to Candidates applying to become Overseas or Country Members.
- f. The name, address and photograph of the Candidate and the names of his proposer and seconder shall be posted on the Company Notice Board for at least fourteen days before the date of ballot.
- g. The Committee shall be entitled to put such questions as it may think fit to the proposer and seconder, concerning the Candidate. The proposer and/or seconder shall reply in writing giving all material particulars as to their knowledge in respect of the Candidate.

- h. The election of Members shall be vested in the Committee. In the absence of unanimity of opinion, a ballot shall be taken and a simple majority shall be binding.
- i. No rejected candidate shall again be proposed until the expiration of six months from the date of such rejection.
- j. No Candidate that has been classed as Persona non Grata shall be allowed to be proposed. Details of such persons will be kept on file in the Company offices.
- k. Members joining during the course of a financial year will be liable to pay a proportionate share of the annual subscription fee, reckoned from the first day of the month in which application for "membership" is made, in the same ratio as the unexpired portion of the year bears to the whole.
- l. Members who resign during the course of a financial year will not receive a pro-rata refund of membership fees
- m. Any person admitted as a Member of the Company, ipso facto, agrees to and shall be bound by the provisions of the Memorandum of Incorporation, these Rules and Bye-Laws in force and any further Rules and Bye-Laws that may be promulgated from time to time.
- n. All new Members of the Company to avail themselves to serve for a minimum period of two years on either the General Committee of the Company or one of the sub-committees, within the first five years of their membership.

7. Objections

- a. Any objections to a person being admitted as a Member shall be lodged with the Committee during the period referred to in Clause 6(g).
- b. Such objections shall be in writing and signed by the Member lodging the objection and shall set out the reasons for such objection.
- c. The Committee shall, on receipt of an objection, investigate the matter and shall reply to the objector in writing.
- d. The Committee has full discretion as to the extent of its investigation and shall not be obliged to give any reason for its findings and conclusions in the matter.

8. Honorary Members

Honorary Members are bestowed such membership by the Committee in office at that time. There are 2 types of Honorary Members, Voting and Non-Voting. All Honorary Members are able to enjoy the benefits of the Company until such time that membership is withdrawn for reasons such as not being in good standing.

- a. Voting. These honorary members have all the normal rights of a member and are given this status by the Committee at the time of office. A Life Honorary Member status is bestowed by the Committee in office and is given to a person or persons for their significant and exceptional service to the Company.
- b. Non-Voting. These honorary members have all the normal rights of a member with the exception of not being able to vote at any General Meeting of the Company and are given this status by the Committee at the time of office and can include organisations as well as individuals. This would apply to the NSRI members who are in service at that time as an example.

9. President

- a. Subject to the consent of the Members in a General Meeting, provision is hereby made for the voting honorary position of President who, by reason of long experience in the affairs of the Company or for any other qualifications or abilities, can offer advice and guidance at Committee meetings in the overall best interests of the Company.
- b. The President shall have free access to Committee meetings but will not be subject to the provisions of Clause 10(e)iii.
- c. The office of President shall be regarded as being advisory rather than consultative in nature.

10. OFFICERS AND COMMITTEE

- a. The management of the affairs of the Company shall vest in a General Committee comprised of Members who are eligible to vote at General Meetings, consisting of the Commodore of the Company and three Vice Commodores and a Treasurer who shall all be Company Members in good standing, being:
 - i. Vice Commodore Operations
 - ii. Vice Commodore Sales and Marketing
 - iii. Vice Commodore Sailing, and Water Sports
 - iv. Treasurer
- b. All members of the Board must be Committee members
- c. Decisions required by the Board in terms of the powers vested in the directors by the MOI will be separated from the decisions of the Committee and recorded as decisions of the Board of Directors
- d. The Committee shall meet once a month or more often if necessary. Four Members shall constitute a quorum, three of whom shall be Vice-Commodores one of which one can be the Commodore of the Company. Notice of Committee meetings shall be given to all Members of the Committee.
- e. A Committee Member shall cease to hold office if:
 - i. He/she ceases to be a Member of the Company.
 - ii. He/she gives notice of his/her resignation from Office.
 - iii. He/she absents himself/herself from three consecutive meetings without first having obtained leave of absence, unless he/she shall furnish a reasonable excuse.

- f. Any vacancy occurring on the Committee during its term of office shall be filled by the Committee co-opting a Club Member to the vacant position and the wishes of the relevant Sub-Committee, where applicable, shall be taken into account. Such co-opted Members shall hold office until the next Annual General Meeting. All Members shall be informed by notice in writing of this fact as soon as practically possible.
- g. The Members of the Committee, including the positions of Commodore and Vice Commodore, are expected to hold office for a period of two years, terminating after the conclusion of the Annual General Meeting agenda item which immediately precedes the Election of Office Bearers at that Annual General Meeting, whereafter they shall be eligible for re-election. Should a Committee have extenuating circumstances that are deemed to be reasonable by other Committee Members, then this office period may be shortened.
- h. Nominations for the election of the General Committee, shall be in writing, shall be signed by the Nominator, seconder and Nominee, and shall be received by the Secretary of the Company not less than fourteen days prior to the Annual General Meeting at which such election is to take place. Members elected to the general committee will be registered as company directors so will need to confirm that they are eligible (i.e. not disqualified).
- i. The provisions of Clause 10(h) shall not apply to serving General Committee Members who are eligible and available for re-election to the same position on the General Committee, and who shall be deemed to have been duly nominated and seconded.
- j. If no nominations for a vacant position are received a vacancy shall be declared and Clause 10(g) shall apply.
- k. Members eligible to Nominate or Second candidates in terms of Clause 10 (i) shall be those eligible to vote at General Meetings.
- l. No Member of any Committee of the Company shall, without disclosing a personal interest, be permitted to vote at any meeting on any matter in which he may be financially or commercially interested. Such Member shall only be allowed to vote on any such matter with the unanimous consent of all the other Members of that Committee present at such meeting.
- m. The immediate past Commodore shall automatically be retained for a period of one year immediately after his term of Office as an ex-officio, non-voting, Member of the Committee (but not of the Board as our MOI prohibits ex-officio board members).
- n. All Adult, Couple and Family Members who have not previously served on either the General Committee of the Company or a subcommittee will have to avail themselves to serve on, either the General Committee of the Company or a subcommittee e.g. Operations, Sales & Marketing, or sailing section within the next 3 years for a minimum period of one
- o. Committees will be formed to manage the sporting activities of each sub-group or sporting section of the company:
 - i. Cruiser Keel Boat Section
 - ii. Hunter 19 Section
 - iii. Sailing Development Section
 - iv. Rowing Section
 - v. Surf Paddle Ski and Sea Kayaking Section
 - vi. Dinghy Section
- p. A Chairman of each Sporting Section will be appointed
- q. In the event of a Chairman of a Sporting Section being elected to the position of Commodore or Vice Commodore, that Chairman shall immediately resign his position as Chairman of that sporting section. A new Chairman of that section shall be elected at a General Meeting of that section, to be called within 30 days of the Annual General Meeting.

- r. The Manager, Marina Manager, Financial Manager and the Secretary of the Company shall be ex-officio Members of the Committee and shall not be entitled to vote at meetings of the Committee.

11.Powers of the Committee

The Committee shall have the power:

- a. to make, amend and rescind Bye-Laws not consistent with these Rules for the regulation of the affairs of the Company. Such Bye-Laws shall be posted on the Notice Board at the Company Premises and shall come into effect 10 days after being so posted.
- b. to co-opt additional Members for the purpose of serving in a temporary capacity on the Committee or sub-committees
- c. to appoint Sub-Committees, consisting of a convenient number of Members, for any special purposes.
- d. to arrange terms of reciprocity and affiliation with other Companies and/or Yacht Clubs, should they consider it in the interests of the Company.
- e. on good cause shown the Committee may in its entire discretion reduce the subscription payable by any Member for such period and upon such terms as the Committee may decide. The Committee shall similarly be entitled to vary the entrance fee payable by any prospective Member if applicable. Any reduction in terms of this clause shall only apply for the duration of the deciding Committee's tenure or two years, whichever is the shorter
- f. to decide, in its sole discretion, the category of Membership applicable to any Member.
- g. to appoint and terminate employment of staff by the Company and to arrange the conditions of employment and remuneration.

12.Subscriptions and Entrance Fees

- a. Any increase or decrease of Subscriptions and Entrance Fees (if applicable) shall be determined by a two-thirds majority of the Committee.
- b. All annual Subscriptions shall fall due on the 1st February each year and shall be subject to the following process:
 - i. Each Member will be invoiced with a discounted price permitted, providing the Member settles his account by the last day of March each year.
 - ii. Failing to meet this deadline, each Member shall have to the end of April of each year to settle the full amount.
 - iii. Failing to meet the deadline for payment the Member shall cease to be a Member of the Company with immediate effect and access to Company facilities shall be withdrawn with the exception that:
 - 1. A case by the defaulting Member is presented in writing to the Company Treasurer one week before the end of March of each year, who shall review the application to extend the period for payment of the debt. Any debt that has been reviewed and an extension provided, would require the Treasurer's and Commodore's signature of acceptance.
 - 2. Failure to settle an account or have an extension granted as defined in Clause 12(b) iii, 1. above by the end of April of each year shall result in the Member being handed over to debt collectors for settlement.
 - iv. No Member whose subscription remains unpaid shall be permitted the privileges of membership and that Member's name shall then be struck off the Membership Roll.

- v. The Committee shall be entitled on good cause shown to reinstate membership upon payment of the arrears subscription/s and subject to mutual agreement being reached.

13. Guests

- a. Members may introduce guests on Company Premises.
- b. Persons eligible for membership may not make use of the Company Premises more than twice in any one month and the Committee may forbid the introduction of any person as a guest for any reason appearing to it sufficient.
- c. A Member introducing his guest shall enter his or her name in a Visitor's Book provided for that purpose, on entering Company Premises.
- d. Every Member shall be responsible for the conduct of the guests introduced by him, while on Company Premises.

14. Clubhouse conduct

- a. Members and guests are expected to respect the rights of all other Members and guests to take advantage of the Company facilities.
- b. Employees of the Company are to be treated with respect at all times.
- c. Self-catering braai facilities will only be available to Members when the Galley is closed.
- d. Dogs are allowed on Company premises on condition they are on a lead with the following exceptions:
 - i. On busy evenings dogs will not be allowed as it is difficult to control them fouling and making a nuisance particularly when other dogs are present;
 - ii. Busy evenings include, but not limited to, Large Screen projection of sports events, Members Draw evenings, live performance evenings and private parties.
- e. Any pet mess found on Company property or marinas will be brought to the attention of the owners for removal and they may be asked to leave if this problem persists.

15. Offences

- a. If, after due enquiry, any Member shall be found by the Committee to have been guilty of improper conduct, it may, by resolution:
 - i. expel that Member from the Company, and he shall thereupon forfeit all right, claim or privilege pertaining to Membership of the Company or its property, or
 - ii. suspend that Member from the Company for any period with the forfeiture of such privileges as the Committee may determine.
- b. Any Member who shall be convicted in a Court of Law of any grave offence, or whose name shall be officially published as an insolvent, shall, at the discretion of the Committee be expelled from the Company and shall forfeit all rights or claim upon the Company and its property; provided, that any Member disqualified by insolvency may be reinstated by the Committee, subject to such conditions as the Committee may determine.
- c. Should any Member incur any liability other than his Subscription to the Company and fail to discharge such debt on due notice, the Committee shall have the power to deal with such Member under Clause 16, as though such debt were an annual subscription remaining unpaid.
- d. Any action taken by the Committee in terms of Clause 12(b) shall not affect the right of the Company to obtain settlement of the debt.
- e. Interest at the current ruling Prime Overdraft rate shall be charged on all outstanding debts.

16. Resignations

- a. Any Member desiring to withdraw from the Company shall be permitted to do so upon notifying the Secretary and/or the Company Manager in writing
- b. If resignation is notified with effective date prior to the end of the financial year, all liabilities for the full financial year remain due and no pro-rata refund of membership fees will be payable
- c. If notice of resignation is received before the 31st January, effective from 1 February of the following financial year, no fees will be charged in respect of the following financial year.

17. Interpretation of Rules

- a. If any question or dispute should arise at any General Meeting of the Company or the Committee, as to the interpretation or meaning of any of these Rules, the Chairman of the Meeting shall rule thereon, provided that a Member of the Company then present and objecting to or aggrieved thereby, may demand to have such ruling submitted to the meeting, which shall finally decide the question or dispute by resolution.

18. Use of Company's Address

- a. No Member shall use the Company address on any communication intended to appear in any newspaper, periodical or publication, or for use on radio or television except such communications as may be authorised in writing by the Committee.
- b. No Member shall use the Company address or premises for business purposes unless authorised in writing by the Committee.

19. Destruction of Property

- a. No Member of the Company shall destroy, mutilate, or without the prior sanction of the Committee, remove from the Company Premises, for any reason whatsoever, any newspaper, book, pamphlet or any other property of the Company, under pain of being dealt with under the provisions of Clause 15.

20. Suggestions and Complaints

- a. All suggestions by Members shall be sent via email to the relevant Vice Commodore responsible for the specific portfolio as described in Clause 10. The Vice Commodore will either make a decision in respect of the suggestion or re-direct the suggestion to the General Committee for that purpose and shall be considered by the Committee at its next meeting.
- b. All complaints shall be addressed via email to the relevant Vice Commodore responsible for the specific portfolio as described in Clause 10. The Vice Commodore will either make a decision of the complaint or re-direct the complaint to the Committee, who shall consider the complaint at its next meeting and reply to the complainant in writing.

