

CONSTITUTION

1. NAME

The name of the Club shall be the NOMADS GOLF CLUB (hereinafter referred to as NOMADS).

2. HEADQUARTERS

The headquarters of Nomads shall be at such place as may be decided at a duly constituted meeting of the Club Executive Committee (hereinafter more properly described).

3. NOMADS INSIGNIA

The insignia shall be a bell at an angle of 45° from right to left with a golf club crossing from left to right at right angles to the bell. The insignia shall be displayed on all Nomads ties, badges or presentations made by Nomads. The insignia shall be registered and may only be worn by Members in good standing.

4. AIMS AND OBJECTIVES

The aims and objects of Nomads shall be:

4.1 To encourage and promote, foster and support the game of golf and in particular to provide a source of service as may be used for the benefit of golf in the Kingdom of Swaziland.

4.2 To generate funds which may be distributed in the furtherance of 4.1 and to such charitable causes as the Members of Nomads may deem proper.

4.3 To provide an opportunity for Members in all walks of life to meet one another at least once a month in order to make and/or cement new and/or old friendships.

4.4 To work in harmony with any recognised Golf Union wheresoever and to obtain for all Members of Nomads the advantages and benefits of such a relationship.

4.5 To be affiliated to any recognised Golf Union wheresoever.

4.6 To do anything that may be expedient, necessary or desirable to further the aims and objects of Nomads or which may be incidental thereto, including the appointment or removal of Honorary or paid officials of Nomads and the formation of a Company formed in terms of the provisions of the Swaziland Companies Act or any other Non-Profit Organisation or Corporate body for the purpose of furthering the "Aims and Objectives" of Nomads.

5. MEMBER CLUBS

The Nomads Golf Club of Swaziland will be one member club only.

6. LEGAL STATUS

Nomads shall be an organisation with its own separate legal persona and accordingly:

6.1 Nomads shall have perpetual succession (subject always to the dissolution of Nomads as a whole in terms of clause 19 hereof).

6.2 Nomads shall in no way pursue the acquisition of any financial profit or gain or material benefit for any of its Members. Any profit or gain or material benefit made by any individual during the course of his activities shall immediately be disclosed to the Executive Committee for appropriation in terms of the aims and objects of the Nomads Golf Club.

6.3 No Member of Nomads shall by virtue of his membership have any right or claim of whatsoever nature to any property of Nomads.

6.4 Nomads may sue or be sued in any Court of law, and may be cited in any capacity in any arbitration or other tribunal in its own name and may be represented in any proceedings whether

in a Court of Law or in any arbitration or any other tribunal or otherwise, by any person or persons duly authorised by the Executive Committee.

6.5 The liability of Members shall be limited to the amount of their Annual Subscription.

6.6 In this Constitution, and the Rules of Play, unless the content should otherwise indicate, the male gender shall include the female and vice versa.

7. MEMBERSHIP

Membership of Nomads shall be accorded in any of the following categories:

7.1 Honorary Life Membership

7.1.1 Honorary Life Membership of the Club shall be extended only by invitation of the Executive Committee in recognition of long and meritorious service to Nomads. The elected Members of the Executive Committee may propose candidates for this office.

7.1.2 Honorary Life Membership shall be extended only to such Male Nomads as shall be deemed proper recipients of the highest honour Nomads can bestow, and only for exceptional services to the game of Golf in general, and Nomads in particular.

7.1.3 Honorary Life Members of Nomads shall not be required to meet the participation obligations of Full Members but shall be required to belong to a recognised Golf Club as stipulated in Clause 7.3.1 of the Constitution unless he may be categorised as Non-Active in terms of Clause 7.6.

7.1.4 The voting rights in respect of Clause 7.1 (specifically to apply only to the issue in relation to nominations for Honorary Life Membership), shall be as follows.

Those eligible to vote shall be:-

- All Honorary Life Members,
- All Past Club Captains and
- The current elected Members of the Executive Committee.

7.1.4.1 The maximum number of eligible voters would comprise the total of those Members in the above 3 categories present at the Annual General Meeting, plus those eligible voting by proxy.

7.1.4.2 Individuals who consider themselves not qualified to cast an informed vote should declare this fact and abstain from voting. The total number of eligible votes would then be reduced accordingly and the remainder would then carry out the voting.

7.1.4.3 Eligible voters not present at the Annual General Meeting may cast proxy votes, in writing. Such votes are to be lodged with the Club Captain or Secretary by the start of the Annual General Meeting.

7.1.4.4 A voter may cast only one vote per nominee irrespective of the number of categories in which the voter may qualify to vote.

7.1.5 The votes are to be lodged with and scrutinised by the Club Captain, or his nominated representative.

7.1.5.1 A person shall be accepted as Honorary Life Member if the number of votes cast for, is 75 per cent or more of those voting.

7.1.6 Honorary Life Members

7.1.6.1 Will receive all Nomads publications as issued by the Secretary.

7.1.6.2 May wear Nomads insignia.

7.1.6.3 Shall be eligible to participate in any Nomads competition.

7.1.6.4 Automatically are Members of the Executive Committee of Nomads and may attend Committee Meetings of the Club and may vote thereat.

7.1.7 Neither entrance fees, nor subscriptions, nor any monthly competition entry fees are payable by Honorary Life Members.

7.1.8 Honorary Life Members who transfer to other Nomads Golf Clubs across international borders transfer as Honorary members of the club to which they have transferred but shall continue to be recognised as Honorary Life members of the Nomads Club in the country from which they have transferred.

7.2 *Honorary Membership*

7.2.1 The Executive Committee may extend Honorary Membership to any male person deemed worthy of the honour by virtue of –

7.2.1.1 the high office they hold;

7.2.1.2 services they have rendered to the game of golf;

7.2.1.3 services they have rendered to Nomads;

7.2.1.4 services rendered by Members of Nomads to Nomads.

7.2.2 Honorary Members of Nomads shall not be required to meet the qualifying or participation obligations of Full Members but shall be required to belong to a recognised Golf Club as stipulated in Rule 7.3.1 of the Constitution unless he may be categorised as Non-Active in terms of Clause 7.6.

7.2.3 Honorary Membership awarded by reason of the High Office held by the representative shall terminate as and when that office is no longer held.

7.2.4 Any Honorary Member (upon ceasing to be so in terms of 7.2.3 above) may become a Full Member of Nomads without payment of an entrance fee.

7.2.5 Honorary Members

7.2.5.1 Will receive all Nomads publications from their Member Clubs.

7.2.5.2 May wear Nomads insignia.

7.2.5.3 May enter any Nomads competitions.

7.2.5.4 Elected in terms of 7.2.1 shall be eligible to serve on the Executive Committee of their Member Clubs and may vote at all General or Special Meetings of their Member Clubs.

7.2.6 No entrance fee or subscriptions in terms of paragraphs 10.1.1 and 10.1.2 are payable by Honorary Members but they will be responsible for all competition entry fees subject to the discretion of the Executive Committee of the Member Club which retains the right to waive this provision.

7.3 Full Membership

7.3.1 Full Membership shall be available to approved males who are 21 years of age and older. Full Members shall be and remain members of a recognised Golf Club affiliated to a Golf Union recognised by the International Golf Federation or the Professional Golfers Association and must be handicapped by that Golf Club.

7.3.2 Full Membership may be awarded at the discretion of the Executive Committee of any Member Club upon application of a proposer and a seconder both being Members for at least one year except in the case of new clubs which have existed for less than two years. Full Members are entitled to enter all meetings and annual competitions.

7.3.3 A Full Member shall play in a minimum of 6 (SIX)

monthly meetings of the Club during the Club's playing year. In the event of a Full Member failing to meet this obligation and at the discretion of the Executive Committee of the Member Club, he may be offered Associate Membership or his membership may be terminated provided that:

7.3.3.1 The Executive Committee of the Club may waive the requirements set out in 7.3.3 in the event of the Club being unable to accommodate him in the monthly meeting of the Club.

7.3.3.2 Should a player fail to play in a monthly meeting of the Club but plays in the preceding month, the current month or in either of the two following months in the monthly meeting of another Nomad Club, his obligation for that particular month shall be deemed to have been met. Such scores shall not count towards any of the Club's annual competitions nor be used for handicapping. Any Nomad playing a make-up game shall be able to win as a Nomad of the day, but shall not qualify for that Club's Gold Cup Competition.

7.3.3.3 Unless otherwise agreed to by the Executive Committee of the Club, each Full Member shall be allowed a maximum of two (2) make-up games per annum.

7.3.3.4 Leave of Absence may be granted to any Full Member unable to participate in any monthly meeting of his Member Club at the discretion of the Executive Committee of the Club and if granted the Full Member shall be deemed to have met his playing obligation as regards that particular meeting or meetings for which leave of absence was granted.

7.3.3.5 Notwithstanding the provisions of Clause 7.3.3.2, no player shall be deemed to have met his playing obligation in terms of Clause 7.3.3 unless he has played in a minimum of 6 (Six) monthly meetings of which 4 (Four) must be played at the Club during the Club's playing year.

7.3.4 Full Members

7.3.4.1 Will receive all Nomad publications of the Club.

7.3.4.2 May wear Nomad insignia.

7.3.4.3 Are eligible to serve on the Executive Committee of the Club.

7.3.4.4 May vote at all General or Special meetings of the Club, provided they are in good standing.

7.4 Associate Membership (*Male only*) 21 years of age and over.

Associate Members shall be and remain Members of a recognised Golf Club affiliated to a Golf Union recognized by the International Golf Federation or the Professional Golfers Association and must be handicapped by that Golf Club.

7.4.1 Associate Membership may be awarded by the Executive Committee of the Club upon application by a Member who through unavoidable circumstances will be unable to meet his minimum participation obligations and who wishes to avoid the automatic termination of his membership.

7.4.2 An Associate Member may not participate in more than two (2) normal monthly meetings of the Club in any playing year; provided that in the event of the field of any Nomad Club not being full he may play in more than two (2) monthly meetings in a playing year. An Associate Member shall not be eligible to participate in any annual competition.

7.4.3 Associate Members may apply for election to Full Membership and in the event of a vacancy in the membership of the club shall be given preference over an application on the waiting list.

7.4.4 Associate Members

7.4.4.1 Will receive all Nomad publications of the Club.

7.4.4.2 may wear Nomad insignia.

7.4.4.3 are not eligible to serve on the Executive Committee of the Club.

7.4.4.4 may attend all General or Special Meetings of the Club, but shall have no vote.

7.4.4.5 An Associate Member shall only be eligible for participation in a National Tournament if the Club is unable to fill the allotted number of places made available to other International Nomads clubs and then only at the discretion of the Executive Committee of the Club.

7.5 Non-Playing Membership

7.5.1 Non-Playing Membership may be awarded by the Executive Committee of the Club to any person, male or female, assisting the Club in its functions. This category of membership shall not be granted to any registered playing Club Member of Nomads.

7.5.2 Non-Playing Members

7.5.2.1 may wear all relevant Nomad insignia.

7.5.2.2 are not eligible to serve on the Executive Committee of the Club unless invited to do so by the Club Captain.

7.5.2.3 may attend all General or Special Meetings of the Club, but shall have no vote.

7.5.2.4 do not pay annual subscriptions.

7.6 Non-Active Membership

Non-Active Membership may at the discretion of the Executive Committee of the Club be awarded to any Nomad who due to age, ill health, infirmity or otherwise is no longer able to play golf and who may no longer be a member of a recognised Golf Club affiliated to a Golf Union recognised by the International

Golf Federation or the Professional Golfers Association.

7.6.1 Non-Active Members

7.6.1.1 may receive all Nomad publications of the Club.

7.6.1.2 may wear all relevant Nomad insignia.

7.6.1.3 are eligible to serve on the Executive Committee of the Club.

7.6.1.4 may not play in any Nomad competition.

7.6.1.5 may attend and vote at all General or Special Meetings of the Club.

7.6.1.6 shall pay such subscriptions as laid down by the Executive Committee of the Club in its discretion but shall not exceed the subscription payable by a Full Member.

7.6.1.7 shall be eligible for non-playing participation at a National Tournament.

7.7 *Suspensive Membership*

The Executive Committee of the Club may at its discretion transfer to Suspensive Membership any of its Members who will be absent from the Member Club for an extended period of a year or more, or will reside for the same period in an area in which there is no Member Club of Nomads, but wish to retain their association with Nomads. A Suspensive Member shall be liable for the annual subscription of his Member Club and may enter any Nomad competition during temporary visits to an area served by a Nomad Club. At the discretion of the Executive Committee, and upon payment of the relevant fee, he may attend a National Tournament. On his return to permanent residence in his relevant area, he shall be automatically reinstated as a Member with the applicable rights and obligations.

7.8 *Reciprocal Membership*

Membership of any one Member Club automatically implies membership of all other Member Clubs. A Member may only vote at the Club to which he is attached. Membership is confined to one Member Club.

7.9 *Sponsor Membership*

At the discretion of the Executive Committee, Sponsor Membership may be accorded to representatives of sponsors of a club.

7.9.1 *Sponsor Members*

7.9.1.1 will receive all Nomad publications of the Club.

7.9.1.2 may wear Nomad insignia.

7.9.1.3 are not eligible to serve on the Executive Committee of the Club.

7.9.1.4 may attend all General or Special Meetings of the Club, but shall have no vote.

7.9.1.5 shall be eligible for participation in a National Tournament at the discretion of the Club or that of the Executive Committee.

7.9.1.6 shall pay the playing fee levied by his club for each and every time he participates in a monthly meeting.

7.9.1.7 shall meet the minimum playing commitment as set out in paragraph 7.3.3 above, should he wish to participate in any of the annual competitions.

7.9.1.8 shall, save for the foregoing, be subject to the provisions of the Constitution with the exception of paragraph 7.3.3 as read with paragraphs 7.9.1.7 and paragraph 7.11.

7.9.1.9 shall cease to be a Member, on the sponsor, which he represents, ceasing to sponsor the club.

7.10 Transferee Membership

7.10.1 A Member of Nomads who wishes to transfer to another Club, shall be granted an automatic transfer to such Club in the same membership category as held by him in his former Club, provided:

7.10.1.1 He is, and has been, in good standing in terms of paragraph 7.11 at his Club for a period of two (2) years prior to his application for transfer.

7.10.1.2 His former club has within thirty (30) days of the date of his application for transfer remitted the following to the transferee Club:

- (i) His original application form to become a Nomad;
- (ii) His transfer application form;
- (iii) His playing record.

7.10.2 A Member of Nomads wishing to transfer to another Club shall apply to such Club within six (6) months of his leaving his former Club. His failure to do so will cause his membership of Nomads to lapse.

7.10.3 Where the Member seeking transfer does not meet the requirements of paragraph 7.10.1.1, and provided paragraph 7.10.1.2 has been complied with, the Executive Committee of the transferee Club shall have the discretion to either grant him an automatic transfer or to accord Transferee Membership to him.

7.10.4 A Transferee Member may not participate in more than two (2) normal monthly meetings of his Member Club in any playing year.

7.10.5 Where a Member is accorded Transferee Membership, he shall remain a Member in such category until two (2) years after the date of his originally becoming a Member of Nomads, whereupon he shall automatically revert to the category of membership held by him at his former Club, provided he has maintained a playing commitment of two (2) games per year during his period of Transferee Membership.

7.10.6 The transferee, irrespective of the category of membership accorded to him, shall within twelve (12) months of the date of his application for transfer, become and remain a Member of a recognised Golf Club within the area of his new Nomads Club, such Golf Club to be affiliated to a Golf Union recognised by the International Golf Federation or the Professional Golfers Association. The transferee shall further be handicapped by that Golf Club.

7.10.7 Should a Transferee Member not have maintained a playing commitment as required by paragraph 7.10.4, or should a transferee (irrespective of his category of membership) not have complied with paragraph 7.10.5, then he shall be deemed to be a Member not in good standing.

7.11 Member in Good Standing

At the discretion of the Executive Committee of the Club, a Member shall be deemed to be in good standing if he has met or is in a position to meet his playing obligations, where applicable, and if his annual subscriptions are paid in accordance with paragraphs 10 and 11 of the Constitution.

8. FOUNDER, LONG STANDING MEMBERS AND BADGES FOR MEMBERS OF EXECUTIVE COMMITTEE.

8.1 A Founder Member of the Club shall be a male Member who joins the Club at its inception or within a stated period thereafter. The Club shall recognise the Founder Members, who shall be entitled to a special Nomads badge.

8.2 The Club shall recognise membership of Nomads in multiples of five years and Members who so qualify by length of service and good standing, shall be entitled to wear a special tie representing their period as a Member as authorised by the Executive Committee

8.3 The Club shall recognise a special tie and/or blazer pocket badge for any special trips conducted overseas if authorised by the Executive Committee.

8.4 The Executive Committee shall from time to time decide on what lapel badges may be worn by its Members and what blazer and blazer pocket badges may be worn by the Club Captain and Past Club Captain respectively.

8.5 The background colour to the badge to be worn to designate Honorary Life Membership of Nomads be changed to differentiate the specific country which bestowed the honour on that individual.

9. NOMADS INSIGNIA TO BE AWARDED TO MEMBERS

Each Member of Nomads shall be provided with a Nomads Name Badge, the cost of which shall be borne by the Member Club. In the event of this being lost a replacement may be issued and the cost thereof borne by the Member. In either event the Name Badge shall remain the property of the Club at all times. In addition all Members of Nomads shall be entitled to wear such ties and blazer pocket badges as shall be decided by the Executive Committee.

10. ENTRANCE FEE AND SUBSCRIPTIONS

10.1 The Executive Committee shall decide upon the following:-

10.1.1 The maximum entrance fee payable by Members.

10.1.2 The maximum annual subscription payable by Members.

10.1.3 The date upon which such Entrance Fee and Subscription shall become due and payable, provided that subscriptions may be payable in such instalments as may be decided upon by the Club.

10.2 If a prospective Member applies for membership of the Club in the second half of the financial year, the Club shall be entitled to reduce the annual subscription payable by such prospective Member to 50% of that determined by the Club.

10.3 Payment of his annual subscription shall be irrefutable acknowledgment on the part of any existing or prospective Member that he is bound by the Constitution and Policy manual of Nomads.

10.4 The Club shall be empowered at its discretion in what it considers exceptional circumstances to waive partly or entirely the annual subscription of any Member for such period and on such conditions as it may determine.

II. RESIGNATION AND DEFAULT OF MEMBERS

11.1 Any Member wishing to resign his membership shall do so in writing addressed to the Secretary of the Club. Such resignation shall be effective from the date of sending the letter. No Member resigning shall be entitled to any refund of entrance fee or subscription paid in advance. Upon acceptance of his resignation the Member's Name Badge is to be returned to his Club.

11.2 A Member more than one month in arrears with his subscription shall be sent a registered letter or email to the address registered with the Secretary drawing attention to this fact. If after a lapse of two weeks such subscription remains unpaid, the Member shall be suspended by the Executive Committee.

11.3 The Executive Committee may reinstate a defaulter on satisfactory grounds being shown for the default and on payment of all arrears or such amount as the Executive Committee considers may meet the case.

11.4 Should any defaulting Member neglect or omit to pay the arrears specified in the notice and/or apply for reinstatement within a period of one month after his suspension, such

Member shall cease to be a Member of the Club and that fact shall be circulated to all Member Clubs internationally.

12. THE FINANCIAL YEAR

The Financial Year of Nomads shall end on 31st December each year.

13. MANAGEMENT OF THE AFFAIRS OF THE CLUB

Nomads shall be administered as set out hereafter and the responsibility of such administration shall rest in the following:

13.1 Decisions of the Club Executive Committee

All decisions made and taken by the Executive Committee shall be final and binding on the Club

13.2 The Club Executive Committee

13.2.1 Function - The Executive Committee shall deal with matters affecting the affairs of the Club. All decisions taken will be by a majority vote of the members of the Executive Committee but in the event of an equality of votes, the Captain shall have a second or casting vote and such decisions shall be binding upon all Members of the Club.

13.2.2. Composition – The Executive Committee of the Club shall comprise the following:

The Club Captain

The Immediate Past Captain

The Vice –Captain

The Junior Vice-Captain

The Secretary

The Treasurer

and such other functional officers as may be considered desirable, in an executive or non-executive function. The Executive Committee shall be empowered to co-opt additional delegates to deal with specific functions of Nomads but such co-opted members shall have no voting rights.

13.2.3. Term of Office – The Club Captain shall assume office at the conclusion of the Gold Cup each year and shall remain in office until the following annual Gold Cup at which the Vice-Captain shall succeed him. The term of office of the Executive Committee shall terminate at the same time.

13.3 Election of Office Bearers

13.3.1 At the Annual General Meeting of the Club. The Club shall elect a Vice-Captain to succeed the existing Vice-Captain and the club shall be entitled but not obliged to elect a Junior Vice-Captain, who shall also be elected at such Annual General Meeting. The Secretary, Treasurer and other functional Officers shall be appointed to their offices at the invitation of the Club Captain but in the interests of effective management and continuity ‘en bloc’ changes should not be made. In the event of more nominations than required for vice-Captain being received, elections shall be by elimination of the candidates receiving the least votes et sequendi until there are two candidates whereupon elections shall be by ballot of Members eligible to vote, provided that in the event of there being more than one nomination for the office of Vice-Captain, the unsuccessful candidate automatically qualifies as a candidate

for the election to Junior Vice-Captain (should the club have decided to appoint one) without having to be specifically nominated thereto.

13.3.2 Candidates for election to the aforesaid offices shall be nominated and seconded in writing, by Club Members in good standing, which nomination and the acceptance by the nominee shall be in the hands of the Club Secretary not less than 30 days before the date of the Annual General Meeting.

13.3.3 Immediately after the date of the closing of the nominations and not less than 14 days before the date of the said meeting, the Club Secretary shall advise Members in writing of the candidate(s) so nominated.

13.4 Annual General Meeting

The Club shall hold an Annual General Meeting of Members as soon as possible after the end of the financial year on the 31st December each year, but not later than the 31st March in each year. A notice of the day, hour and business of the Annual General Meeting shall be posted to all Members at least 21 days prior to the date of the meeting. The procedure to be adopted at such Annual General Meeting shall be as follows:

13.4.1 To read the notice convening the meeting.

13.4.2 To confirm the Minutes of the previous Annual General Meeting and of any Special General Meeting.

13.4.3 To receive and consider the Captain's Annual report on the affairs of the Club together with the duly audited balance sheet and statement of accounts for the year.

13.4.4 To elect a Vice-Captain and a Junior Vice-Captain

13.4.5 To appoint an Auditor

13.4.6 To deal with any other business concerning the affairs of the Club.

13.5 Quorum at Annual General Meeting

20 Members present or 25% of total membership entitled to vote shall constitute a quorum. Should there be no quorum within 30 minutes of the advertised time for the meeting, the meeting shall stand adjourned for one week when it shall be held at the same place and time, and if at that adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

13.6 Special General Meetings

13.6.1 The Secretary shall at the request of the Captain of the Club or upon receipt of a requisition signed by at least 25 Members in good standing specifying the object for which the meeting is desired call a Special General Meeting.

13.6.2 The notice calling a Special General Meeting shall state the object for which the meeting is called and no other business may be transacted at that meeting. The Secretary shall give at least 14 days notice to all the Members of the Club of the time and place fixed by the Executive Committee of the Club of such meeting.

13.6.3 A quorum for a Special General Meeting of the Club shall, subject to the provisions of Clause 13.11.2 hereof, be 25% of the Members or 20 in number present and entitled to vote whichever is the larger. If within half-an-hour from the time appointed for any meeting as above, a quorum is not present, the meeting shall, be abandoned.

13.7 Minutes

Minutes of all meetings of the Executive Committee of the Club, Annual General Meetings and Special General Meetings thereof shall be recorded and shall be confirmed at the next ensuing meeting of the body concerned and as many copies as shall be required by the Club Secretary shall be forwarded to him.

13.8 Accounts

The Honorary Treasurer of the Club shall keep a true and proper account of all the income and expenditure of the Club. He shall present a balance sheet and income and expenditure account duly audited by a practising professional Accountant for the preceding financial year to the Annual General Meeting of the Club. Copies of such accounts shall be made available to all members of the Club. Funds received by the Club shall be banked in the name of the Club and shall be operated upon by two signatories out of four appointed by the Executive Committee of the Club.

13.9 Quorum

A quorum for a Club Committee Meeting shall be a majority of the Club Committee portfolio members, which include any one of the Captain and the Immediate Past Captain. If within half-an-hour from the time appointed for the meeting a quorum is not present then the meeting shall be adjourned to the following day at the same time and place and if at that adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting those present and entitled to vote shall be quorum.

13.10 Voting

Each Member present and entitled to vote shall be entitled to one vote at both the Annual General Meeting and the Special meetings. In the event of an equality of votes the Captain shall have a second or casting vote.

13.11 Inability of Elected Club Executive Officer to Act

13.11.1 In the event that an elected member of the Club Executive be unable to continue his duties then the procedure to be followed for his replacement shall be as laid down from time to time by the Executive Committee. In no circumstances may a Captain or Vice Captain (as opposed to an Acting Captain

or Acting Vice-Captain) assume the position without being elected at an Annual General Meeting or a Special General Meeting.

13.11.2 The quorum at Special General Meetings called in terms of Clause 13.6.1 shall be 20 members present and entitled to vote.

13.11.3 Should there be no quorum within 20 minutes of the advertised time for the meeting, the meeting shall stand adjourned for one week when it shall be held at the same place and time, and if at that adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting those present and entitled to vote shall be a quorum.

14. CLUB MEETINGS

14.1 The Club shall hold a golf competition at least 12 times each year to be played monthly if possible.

14.2 The Club shall conclude all its annual competitions on or before its Annual Gold Cup Meeting which shall be held during either the month of February or March.

14.3 The Club may from time to time arrange Special Meetings to foster goodwill amongst golfers or for any charitable purpose.

14.4 At any Club Meeting of the Club no Member participating shall play off a handicap higher than his Club Handicap.

15. ANNUAL COMPETITIONS

The Club shall conduct, in addition to any other competitions, the following annual competitions and shall follow the rules as laid down from time to time by the Executive Committee. Such competitions shall terminate when the Annual Gold Cup competition is held, namely:

- 15.1 The Gary Player Knock-Out Competition.
- 15.2 The Charity Day Competition.
- 15.3 The Annual Eclectic Competition.
- 15.4 The Gold Cup Competition.

16. DISCIPLINE

16.1 Should any Member, in the opinion of the Executive Committee commit any wilful breach of the Constitution, Rules, Regulations or Bye-Laws of Nomads, or be guilty of improper, dishonest, unsportsmanlike or unseemly conduct, or of conduct which is prejudicial to the interest of Nomads, whether within the bounds of Nomads or outside then such Committee shall have the power:

16.1.1 To expel such Member, or

16.1.2 To deprive such Member of all or any rights and advantages of his or her membership during such time or period as such Committee in its absolute discretion may deem fit and advisable; or

16.1.3 To call upon such Member in writing through the Secretary to resign and if he fails to resign with 7 (SEVEN) days of the date of such request to expel such Member; or

16.1.4 To reprimand such Member.

16.2 Notwithstanding anything hereinbefore contained, no Member shall be expelled or suspended for a period exceeding two months unless the Executive Committee shall have given him an opportunity to appear before it at such time and place as it in its discretion may deem fit, to explain his or her conduct. At any such hearing the Executive Committee shall determine the procedure to be adopted, but the Executive Committee shall have the power to summon any Member or any person to appear before it to give evidence for or against such Member

and any such Member shall have the power to cross-examine any such witness, and shall have the power to tender the evidence of any Member or any other person he may deem fit, and in addition the following shall apply. Any Member under suspension, for whatever reason, by the Club, shall likewise be debarred from participating in any of the activities of any other Nomads Club for the duration of that suspension.

16.2.1 For the purpose of considering the expulsion of a Member, a quorum of two-thirds of the Executive Committee shall be present. At least three-quarters of the votes of those present at such meeting must be in favour of the decision.

16.2.2 It shall not be incumbent upon the Executive Committee to state its reasons for such expulsion, and no Member shall have cause for action for alleged wrongful expulsion.

16.2.3 It shall be obligatory on the Club to notify all the other Nomad Clubs internationally of any membership which they have been compelled to terminate or of the resignation of a Member in circumstances set out above.

16.3 Any Member expelled as a result of a decision of the Club shall be entitled to appeal against such decision to the Executive Committee. The appeal by the expelled Member shall be lodged in writing with the Club Secretary within 14 days of the decision of the Club and shall state such expelled Member's grounds of appeal. In such event the Secretary of the Club shall, within 30 day of the noting of such appeal, transmit a copy of the proceedings of the meeting at which the decision to expel such Member was taken together with a resume of the evidence led, and the findings of the Club and its reasons therefore, duly certified by the Captain of the Club as being a correct record of the proceedings to the executive Committee. The expelled member shall be entitled to a right of reply. Having heard such argument the Club Executive Committee shall allow or disallow

such appeal on a majority vote but the Club of which the expelled Member is a Member shall have no vote. Pending the outcome of the appeal, such expelled Member's membership shall be suspended and all his rights and obligations shall be suspended until the decision of the Executive Committee shall be made known. The decision of the Executive Committee shall be final and binding.

17. NATIONAL TOURNAMENT

17.1 Nomads shall hold a National Tournament at a centre to be decided at a meeting of the Executive Committee. The Executive Committee shall nominate a National Coordinator whose appointment shall be subject to the approval of the Executive Committee and who, upon such approval, shall be responsible to the Club Captain and the Executive Committee. The National Coordinator shall then appoint a Steering Committee to recommend, based on a majority decision, the venue and dates of the event. The Club shall nominate a Club Coordinator who shall attend to the local coordination of its Members and arrange for their attendance at the National Tournament in collaboration with the National Coordinator. The Executive Committee shall decide the entrance fee payable and the manner in which such Tournament shall be conducted and played.

17.2 During the National Tournament, such competitions shall be held as shall be decided by the Executive Committee from time to time. The Executive Committee shall decide on what trophies shall be awarded to the winners of such competitions.

17.3 A Non-Playing category of Members shall be recognised at National Tournaments. Such Members shall not be entitled to play in the Tournament but shall be entitled to participate in all official Tournament functions including the right to receive all regalia to which playing Members are entitled.

Non-Playing Members shall be obliged to pay a Tournament entry fee. The number of Non-Playing Members, if any, shall be determined by the National Coordinator for the Tournament concerned, who shall allocate the number of vacancies per Member Club in accordance with such formula laid down by the Executive Committee from time to time. Selection at Club level of Non-Playing Members shall be at the discretion of Club Coordinators according to such formula as laid down by the Club Executive Committee concerned from time to time.

18. INTERPRETATION OF CONSTITUTION AND RULES

In case of doubt as to the meaning of any of the Rules of Nomads the interpretation of the Executive Committee shall be binding upon all Members. Any decision of the Executive Committee in terms of this rule shall not affect the validity of anything done in conformity with a decision of the Executive Committee prior to such decision being reversed or altered.

19. WINDING-UP

19.1 Nomads may be wound-up and the property or assets disposed of by a resolution passed at a meeting of the Executive Committee specially called for that purpose by a three-fourths majority of those Members present and eligible to vote.

19.2 The net proceeds of such winding-up shall be awarded to a charity to be nominated by a majority of the Executive Committee provided that nothing herein contained shall prevent the Club from distributing such funds as may have been allocated to particular charities prior to the decision to effect a winding-up, and the Club shall notwithstanding the fact that such distribution takes place after the decision to wind-up nevertheless be empowered to effect such payments.

19.3 No such resolution to wind-up shall be passed unless notice of the proposal has been given to the Executive Committee for a minimum period of 3 calendar months prior to

the date of the meeting.

20. NOMADS CHARITY DAY FUND

20.1 There shall be constituted a Committee to be known as the Nomads Charity Day Fund Committee and which shall comprise a Chairman, nominated and appointed annually at the meeting of the Executive Committee.

20.2 Each Club, in existence at 1st April in any year, shall hold an annual tournament which will be known as the Nomads Charity Day Tournament.

20.3 Such tournament shall be held on a day not earlier than 1st October and not later than 15th March each year. Subject to the necessary formalities relating to the acceptance of the proposed beneficiary(s) and the project(s) for which funds are being raised having been approved by the Executive Committee such tournament may be held, annually, at the time during the period between the National Tournament and that Club's Golf Cup Day.

20.4 The net proceeds raised by the Club as a result of such tournament shall be donated by the Club to a charity or charities approved by the Executive Committee at its annual meeting in that year.

20.5 The Club shall be entitled to canvass for donations by seeking sponsorship of golf tees and golf greens on the day of the tournament, by running ancillary competitions or otherwise in a manner not disallowed by the Executive Committee.

20.6 The Vice-Captain of the Club shall be responsible for the conduct of the tournament and the raising of funds and he shall be entitled to form a sub-committee for that purpose. All decisions taken will be by a majority vote of the members of such sub-committee but in the event of an equality of votes, the Vice-Captain shall have a second or casting vote and such

decision shall be binding upon all Members.

20.7 The Vice-Captain of the Club shall as soon as possible after the conclusion of the tournament submit an income and expenditure statement certified by him as being correct, to the Nomads Charity Day Fund Committee and shall retain the excess of such funds in an account with a recognised Commercial Bank or Building Society. Such statement shall in any event be forwarded to the said Committee to be received by it not later than 15th January following upon such tournament.

20.8 The Vice-Captain of the Club shall submit a written report to the Executive Committee stating the methods employed in the raising of funds, the use to which the net proceeds of the tournament were put, the publicity accorded to the tournament and a short resume on the conduct of the tournament. Such report shall be received by the said Committee by not later than 15th May following on such tournament that shall circularise copies thereof to the Members of the Executive Committee for consideration at the next ensuing meeting of the Executive Committee.

20.9 Upon receipt of all income and expenditure statements, the Club Treasurer shall compile a financial report and financial account in respect of all tournaments held for submission to the next ensuing meeting of the Executive Committee and the Vice Captain of the Club shall submit a written report to the next ensuing meeting of the Executive Committee.

21. RULES OF PLAY, REGULATIONS AND BYE-LAWS

21.1 The Executive Committee shall be entitled to issue and amend Rules of Play, governing the method of conducting various golf tournaments from time to time and the Regulations and Bye-Laws governing the affairs of Nomads, in terms not inconsistent with this Constitution.

22. CASUS OMISSUS

In the event of any 'Casus Omissus' in the Constitution the Executive Committee shall decide as it considers best and proper.

23. DATE OF COMING INTO FORCE

This Constitution shall come into force on the date set out at the foot hereof and upon the signing hereof by the Captain of Swaziland Nomads Golf Club and one other Executive Committee Member.

**BY ORDER OF THE
EXECUTIVE COMMITTEE OF NOMADS SWAZILAND
2nd MARCH 2017**