

# NOMADS GOLF CLUB - BOTSWANA



## CONSTITUTION

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This document has been amended in terms of all Decisions taken and amendments made up to and including those taken at the Special Meeting held at Blue Tree World of Golf on 4th September 2013. Subsequent suggestions have been included and forms part of this document.



## **THE CLUB SYMBOL**

Our Club badge, a bell crossed by a golf club, is symbolic of the *raison d'être* of the 'NOMADS' - through golf, the remembrance of others.

It is printed in the renowned extract from the Meditations of John Donne (1573-1631):

**'No man is an island entire of itself;**

**Every man is a piece of the continent, a part of the main;  
Any man's death diminishes me, because I am involved in mankind;  
And therefore, never send to know for whom the bell tolls;  
It tolls for thee.'**

## **NOMADS GOLF CLUB CONSTITUTION**

### **1. NAME**

The name of the Club shall be the NOMADS GOLF CLUB - BOTSWANA (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 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 OBJECTS**

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 Southern Africa.

**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 Companies Act of Botswana or any other Non-Profit Organisation or Corporate body for the purpose of furthering the "Aims and Objectives" of Nomads.

## **5. MEMBERS CLUBS**

Not applicable, to be brought into force when 2 or more Club entity is formed.

## **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 25 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 Club 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 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), 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 Special General Meeting.

**7.1.4.2** There shall be no proxy votes cast by individuals not present. 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** The votes are to be lodged with and scrutinised by the Club Captain, or his nominated representative.

**7.1.5** A person shall be accepted as Honorary Life Member if the votes cast for is 75 per cent of the members present at the meeting.

**7.1.6** Honorary Life Members

**7.1.6.1** Will receive all Nomads publications as issued by the Executive Committee or their representatives.

**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 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 as issued by the Executive Committee or their representatives.

**7.2.5.2** May wear Nomads insignia.



**7.2.5.3** Shall be eligible to participate in any Nomads competition.

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

**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 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 paid up 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 the 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 Club, he may be offered Associate Membership or his membership may be terminated provided that:

**7.3.3.1** 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, (whether locally or at any international 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.

**7.3.3.2** 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.

**7.3.3.3** Leave of Absence may be granted to any Full Member unable to participate in any monthly meeting of the Club at the discretion of the Executive Committee of the Member 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.

**7.3.3.4** Notwithstanding the provisions of Clause 7.3.3.1, 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 his Club during the Club's playing year.

#### **7.3.4 Full Members**

**7.3.4.1** Will receive all Nomads publications as issued by the Executive Committee or their representatives.

**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 recognised 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 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 his Club in any playing year; provided that in the event of the field 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 Nomads publications as issued by the Executive Committee or their representatives.

**7.4.4.2** May wear Nomads 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 the Club 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 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** Will receive all Nomads publications as issued by the Executive Committee or their representatives.

**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 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 Nomads competition during temporary visits to an area served by a Nomads 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**

This will not be applicable.

## **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 Nomads publications as issued by the Executive Committee or their representatives.

**7.9.1.2** may wear Nomads 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 of 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, when 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 the 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 the 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 his 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 to Nomads and his obligations under 7.3.1 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 a Club shall be a male Member who joins the Club at its inception or within a stated period thereafter. Each Member shall recognise the Founder Members in the Club, 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 Captain and immediate past Captain.

## **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 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 National Council 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 Executive Committee.

**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 the annual subscription shall be irrefutable acknowledgement on the part of any existing or prospective Member that he is bound by the Constitution, Rules and Regulations of Nomads.

**10.4** The Executive Committee 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.

## **11. 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 an e-mail 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 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 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 Members.

## **12. THE FINANCIAL YEAR**

The Financial Year of Nomads shall end on 30th September 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:

*In the event that Nomads Golf Club – Botswana at any stage after the date of the coming into force of this Constitution consists of more than one member Club, Clause 13.1 to and including Clause 17, as well as Clause 19 hereunder will immediately become operational. However whilst Nomads Golf Club – Botswana consists of one Member Club only, the functions related to proposed changes to the Constitution or Rules of Play as considered under Clauses 14.9 & 15.6, will now be addressed under 18.13 and 27.1*

### **13.1 National Council**

*This Council is composed of the National Chairman, the Immediate Past National Chairman ex Officio, Vice-Chairmen, the Club Captain, and the National Treasurer.*

### **13.2 National Management Committee**

*This Committee shall carry out the executive function of the National Council and is composed of the National Chairman, the Immediate Past National Chairman, the Vice-Chairmen, the National Treasurer, and the Captains of all Member Clubs or their nominated representatives.*

## **14. NATIONAL EXECUTIVE COMMITTEE AND NATIONAL COUNCIL**

### **14.1 Composition of National Executive Committee**

**14.1.1** National Chairman

**14.1.2** National Vice-Chairman

**14.1.3** National Secretary

**14.1.4** National Treasurer

**14.1.5** Immediate Past National Chairman ex Officio

### **14.2 Function of National Executive Committee**

*This Committee shall deal with matters which may be referred to it from time to time or arise between Management Committee meetings or National Council meetings and which require urgent attention. All decisions taken are subject to ratification at the following National Council meeting or National Management meeting whichever occurs first. This Committee's terms of reference shall be determined as and when each occasion shall arise.*

### **14.3 Office Bearers**

**14.3.1** *The following Office Bearers shall be elected and/or appointed at the annual meeting of the National Council and shall hold office until the conclusion of the National Tournament immediately following the next annual meeting of the National Council.*

**14.3.1.1** National Chairman

**14.3.1.2** National Vice-Chairman

**14.3.1.3** National Secretary

**14.3.1.4** National Treasurer

**14.3.2** *In the event of more nominations than required for the above office 14.3.1.1, 14.3.1.2 and 14.3.1.3 being received, elections shall be by elimination of the candidate 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 nominations than one for the offices 14.3.1.1 and 14.3.1.2, the unsuccessful candidate shall automatically qualify as a candidate for election to the office 14.3.1.2 and 14.3.1.3 respectively without having to be specifically nominated thereto in terms of clause 14.3.3 hereof. Provided further that in the event of the unsuccessful candidate for office 14.3.1.1 automatically qualifying for election to office 14.3.1.2 and being unsuccessful he shall automatically qualify as a candidate for election to 14.3.1.3.*

**14.3.3** *Candidates for election to the aforesaid office 14.3.1.1, 14.3.1.2 and 14.3.1.3 shall be nominated in writing by their Member Club, which nomination shall be in the hands of the National Secretary not less than 60 days before the date of the National Council Meeting.*

**14.3.4** *Immediately after the date of closing of the nominations and not less than 30 days before the date of the said meeting, the National Secretary shall advise Member Clubs in writing of the candidates so nominated.*

**14.3.5** *The National Secretary, the National Treasurer, the National Golforama Chairman and the National PRO shall be appointed to their offices by invitation of the National Chairman once he is elected, subject to the approval of the National Council, provided that the National Treasurer shall be and remain a Member of a Member Club in the Republic of Botswana.*

#### **14.4 Annual Meeting**

*The National Council shall meet once annually immediately before or during the National Tournament each year. The National Secretary shall prepare an Agenda which shall be circularised to all Members of the National Council at least 30 days before the date of the said meeting.*

#### **14.5 Special General Meeting**

*Upon the request of the National Chairman or upon the request of two Member Clubs, the National Secretary shall call a Special General Meeting of the National Council. Such Special General Meeting shall be held on 14 days notice to the Members of the National Council at such place as shall be determined by the National Chairman. 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. A quorum shall be seven duly accredited delegates who may include the National Chairman and National Senior Vice-Chairman. If the prescribed quorum is not present within 15 minutes of the advertised time the meeting shall be abandoned.*

#### **14.6 Minutes**

*Minutes of all meetings of the National Council shall be recorded and shall be circularised to the Members thereof as soon as possible after the holding of the meeting and shall be confirmed at the next ensuing meeting of the National Council.*

#### **14.7 Accounts**

*The National Treasurer shall keep true and proper account of all income and expenditure under his control. He shall present a balance sheet and income and expenditure account as at the end of each financial year duly audited by a practicing professional Accountant to the first meeting in each year of the National Management Committee and shall present a resume thereof to the next meeting of the National Council. All funds received by the National Council shall be deposited in a registered Commercial Bank or Building Society in the Republic of Botswana in the name of the Council and all movement of funds be drawn by two of four signatories appointed by the National Management Committee, one of whom shall preferably be the National Treasurer.*

#### **14.8 Quorum**

*The quorum for the Annual National Council Meeting shall be 7 (seven) duly accredited delegates which shall include two of the National Chairman, National Senior Vice-Chairman and National Junior Vice-Chairman. If within half-an-hour from the time appointed for the National Council Meeting a quorum is not present, the meeting shall stand 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 form a quorum.*

#### **14.9 Alterations to the Constitution**

*14.9.1 Alterations to the Constitution may be proposed by Member Clubs or the National Executive Committee only and shall be made at National Management Meetings or at a National Council Meeting. No alteration shall be made unless it receives the approval of not less than two-thirds of those eligible to vote.*

*14.9.2 Notice of any proposed amendment or addition to the Constitution shall be made in writing to be in the hands of the National Secretary not less than 60 days before the date of any National Council or National Management Meeting, and the National Secretary shall forthwith and not less than 30 days before such meeting advise Member Clubs and other delegates, in writing, of any such proposed alterations or additions.*

#### **14.10 Voting**

*Each of the following persons shall have one vote: the National Chairman, the Immediate Past National Chairman, the National Vice-Chairman, the National Secretary, the National Treasurer, Honorary Life Members and the Captain of each Member Club, or his nominee, will have four votes. Subject to anything contrary herein contained, matters shall be decided by a majority whether on a show of hands or by ballot and the National Chairman shall in all instances have a second or casting vote. At neither an Annual Meeting nor a Special General Meeting of the National Council may any delegate represent more than one Member Club.*

#### **14.11 Proxy Votes**

*At neither National Council, National Management or Special General Meetings will proxy votes be accepted other than for those available to Club Captains in terms of the Policy Manual V.1 (b) at National Management Meetings.*

## **15. NATIONAL MANAGEMENT COMMITTEE**

*15.1 The Chairman of this Committee shall be the National Chairman. The Committee shall comprise the National Chairman, the Immediate Past National Chairman, the Vice-Chairman, the National Secretary, the National Treasurer and the Captains of all Member Clubs or their nominated representatives.*

### **15.2 Function**

*The function of the Management Committee shall be to deal with matters of routine nature affecting Nomads as a whole which require attention during the period between meetings of the National Council and put into effect decisions taken at a National Council Meeting.*

### **15.3 Notice of Meeting**

*Notice of all meetings of the National Management Committee together with an Agenda shall be forwarded to all Club Captains and Members of the Committee by the National Secretary at least 30 days prior to the date of the meeting. Each Captain of a Member Club shall have the right, if unable to attend in person, to nominate in writing a delegate to attend, speak and vote in his stead.*

### **15.4 Minutes**

*Minutes of all meetings of the National Management Committee shall be recorded and circularised to the Members thereof and shall be confirmed at the next ensuing meeting of such Committee.*

### **15.5 Quorum**

*A quorum for the National Management Meeting shall be 7 (seven) duly accredited delegates which shall include two of the National Chairman, National Vice-Chairman and Club Captain. If within half-an-hour from the time appointed for any meeting a quorum is not present, the meeting shall stand 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 a quorum.*

### **15.6 Alterations to Rules of Play**

*Alterations to the Rules of Play may be proposed by Member Clubs or the National Executive only and shall be made only at a National Council or Management Meeting. Notice of any proposed amendment or addition to the Rules of Play shall be made in writing to be in the hands of the National Secretary not less than 60 days before the date of any National Council or Management Committee Meeting, and the National Secretary shall forthwith and not less than 30 days before such Meeting advise Member Clubs and other Members of the National Council or*

*National Management Committee in writing of any proposed alteration to the Rules of Play.*

### **15.7 Voting**

*Each of the following persons shall have one vote: the National Chairman, the Immediate Past National Chairman, the National Vice-Chairman, , the National Secretary, the National Treasurer, Honorary Life Members (when official delegates). Each Member Club, represented by the Captain or his nominee, shall have four votes. Subject to anything contrary herein contained, matters shall be decided by a majority, whether on a show of hands or by ballot and the National Chairman shall in all instances have a second or casting vote.*

## **16. CO-OPTION OF MEMBERS**

*Either the National Council or the National Management 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.*

## **17. DECISION OF NATIONAL COUNCIL AND NATIONAL MANAGEMENT COMMITTEE**

*All decisions made and taken by the National Council and National Management Committee shall be final and binding on all Member Clubs and on all Members of Nomads.*

## **18. CLUB EXECUTIVE COMMITTEE**

### **18.1 Decisions of the Executive committee**

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

### **18.2 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, or deadlock, the votes of two active predecessors of the Immediate Past Captain shall be called upon for a casting vote and their decision shall be binding upon all Members of the Executive Committee.

### **18.3 Composition**

The Executive Committee of the Club shall comprise the following:

The Immediate Past Captain

The Club Captain

The Vice-Captain

The Secretary

The Treasurer

and such other functional officers as may be considered desirable, in Executive or Non-Executive function. In addition, the Club shall be entitled to take nominations for a Junior Vice-Captain to be elected by the members. A Junior Vice-Captain will not have an automatic procession to Vice-Captain.

#### **18.4 Term of Office**

The Club Captain shall assume office at the conclusion of the National Tournament and shall remain in office until the following National Tournament at which time his Vice-Captain shall succeed him.

**18.4.1** The term of office of appointed officers of the Executive Committee shall terminate at the end of the appointed year of office.

#### **18.5 Election of Office Bearers**

**18.5.1** At the Annual General Meeting, 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 and Junior 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 nominations than one for the office of Vice-Captain the unsuccessful candidate shall automatically qualify as a candidate for election to Junior Vice-Captain (should the Club have decided to appoint one) without having to be specifically nominated thereto.

**18.5.2** Candidates for election to the aforesaid offices shall be nominated and seconded in writing, by the 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.

**18.5.3** 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.

#### **18.6 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 30th September each year, but not later

than the 30th November 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:

**18.6.1** To read the notice convening the meeting.

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

**18.6.3** 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.

**18.6.4** To elect a Vice-Captain and if so desired a Junior Vice-Captain.

**18.6.5** To appoint an Auditor.

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

### **18.7 Quorum at Annual General Meeting**

25 Members present and 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.

### **18.8 Special General Meetings**

**18.8.1** 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.

**18.8.2** 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 Member Club of the time and place fixed by the Executive Committee of the Club of such meeting.

**18.8.3** A quorum for a Special General Meeting of the Club shall be 20% of the Members or 25 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.

### **18.9 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 Secretary shall be forwarded to him.

#### **18.10 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 or more signatories out of five appointed by the Executive Committee of the Club. Electronic Banking will be permitted and 3 controllers will be appointed.

#### **18.11 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.

#### **18.12 Inability of Elected Executive Committee member to act**

In the event that an elected Member of the Executive Committee is 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.

#### **18.13 Alterations to the Constitution**

**18.13.1** In the case where there is only one Member Club, alterations to the Constitution may be proposed by the Executive Committee or upon request of the Members and shall be made only at an Annual or Special General Meeting of the Club. No alteration shall be made unless it receives the approval of not less than two-thirds of those eligible to vote.

**18.13.2** Notice of any proposed amendment or addition to the Constitution shall be made in writing to be in the hands of the Secretary not less than 60 days before the date of any General Meeting, and the Secretary shall forthwith and not less than 30 days before such meeting advise the Club Membership and other delegates, in writing, of any such proposed alterations or additions.

### **19. CAPITATION FEES – SUSPENDED TO REACTIVATE IF THE CLUB CHANGES TO 2 OR MORE ENTITY**

**19.1** *Each member Club shall pay to the National Council such fee in respect of each of its Members (excluding Non-Playing Members) registered as at 1st October annually as may be decided by the National Council from time to time. Payment of*



*these fees shall reach the National Treasurer annually by not later than 31st October. If any Member Club has not paid its annual Capitation Fees, its delegates to the National Management or National Council Meeting shall be disqualified from voting at such Meeting and the defaulting Club's Members shall not be allowed to participate in the National Tournament.*

*19.2 Should any Club have paid a Capitation Fee in respect of any Member whose membership was subsequently terminated for non-payment of subscriptions, the National Treasurer shall refund the fees paid. Claims, in writing, for any such refund should reach the National Treasurer on or before 21st December each year.*

## **20. CLUB MEETINGS**

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

**20.2** 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 November or December.

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

**20.4** At any Club Meeting no Member participating shall play off a handicap higher than his Club Handicap.

**20.5** The handicapper of the Club shall, subject to the terms of 20.4 above, be entitled to exercise his discretion in allocating a handicap to a participant in any Nomads meeting.

## **21. ANNUAL COMPETITIONS**

Each Member 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 National Council and/or the National Management Committee. Such competitions shall terminate when the Annual Gold Cup competition is held, namely:

**21.1** The Gary Player Knock-Out Competition.

**21.2** The Charity Day Competition.

**21.3** The Annual Eclectic Competition.

**21.4** The Pat Cornish Trophy.

**21.5** The Gold Cup Competition.

## **22. DISCIPLINE**



**22.1** 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 interests of Nomads, whether within the bounds of Nomads or outside then the Executive Committee shall have the power

**22.1.1** To expel such Member, or

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

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

**22.1.4** To reprimand such Member.

**22.2** Notwithstanding anything hereinbefore contained, no Member shall be expelled or suspended for a period exceeding two months unless and until 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 Committee shall determine the procedure to be adopted, but the 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 the suspension.

**22.2.1** 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.

**22.2.2** 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.

**22.2.3** It shall be obligatory on the Executive Committee to notify all members of Nomads of any membership which they have been compelled to terminate or of the resignation of a Member in circumstances set out above.

**22.3** Any Member expelled as a result of a decision of the Executive Committee shall be entitled to appeal against such decision. The appeal by the expelled Member shall be lodged in writing with the Secretary within 14 days of the decision of the Executive Committee and shall state such expelled Member's grounds of appeal and a copy thereof shall simultaneously be delivered to the Secretary of the Club. In such event the Secretary of the Club shall, within 30 days 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 résumé of the evidence

led, and the findings of the Club and its reasons therefor, 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 Executive Committee shall allow or disallow such appeal on a majority 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. In the event of a deadlock in the Executive Committee, the votes of two active predecessors of the Immediate Past Captain shall be called upon for a casting vote and their decision shall be binding upon all Members of the Executive Committee.

## **23. NATIONAL TOURNAMENT**

**23.1** Nomads shall hold a National Tournament at a centre to be decided at a meeting of the Executive Committee. The Committee shall nominate a National Coordinator. The Coordinator shall, subject to the approval of the Executive Committee 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 Executive Committee shall decide the entrance fee payable and the manner in which such Tournament shall be conducted and played.

**23.2** 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 participants of such competitions.

**23.3** 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 the 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 National Management 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 from time to time.

## **24. 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.

## **25. WINDING -UP**

**25.1** 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.

**25.2** 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 affect 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.

**25.3** No such resolution to wind-up shall be passed unless notice of the proposal has been given to the Executive Committee and the Club for a minimum period of 3 calendar months prior to the date of the meeting.

## **26. NOMADS CHARITY DAY FUND**

**26.1** If the Club is in existence at 1st April in any year, the Club shall hold an annual tournament which will be known as the Nomads charity Day Tournament.

**26.2** Such tournament shall be held on a day not earlier than 1st June and not later than 15th December each year.

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

**26.4** 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.

**26.5** 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.

**26.6** 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 Andrew Mentis Endowment 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.

**26.7** 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 résumé on the conduct of the tournament. Such report shall be received by the said Committee by not later than 15th January following on such tournament who shall circularise copies thereof to the Members of the Executive Committee for consideration at the next ensuing meeting of the Executive Committee.

**26.8** Upon receipt of all income and expenditure statements, the 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.

## **27. RULES OF PLAY, REGULATIONS AND BYE-LAWS**

**27.1** In the case where there is only one Member Club, alterations to the Rules of Play may be proposed by Members of the Club or the Executive Committee and shall be made only at an Annual or Special General Meeting of the Club. Notice of any proposed amendment or addition to the Rules of Play shall be made in writing to be in the hands of the Secretary not less than 60 days before the date of any General Meeting, and the Secretary shall forthwith and not less than 30 days before such Meeting advise the Members of the Club and other Members of the Executive Committee in writing of any proposed alteration to the Rules of Play. No alteration shall be made unless it receives the approval of not less than two-thirds of those eligible to vote.

**27.2** The Club shall be entitled to issue and amend Regulations and Bye-Laws governing the affairs of the Club in terms not inconsistent with this Constitution.

## **28. PREVIOUS CONSTITUTIONS**

Any acts performed or decisions taken in terms of any previous Constitutions of Nomads shall be as valid and effectual as if the same had been validly performed or executed in terms of the provisions of this Constitution notwithstanding the fact that this Constitution may not provide for their performance or execution.

## **29. CASUS OMISSUS**

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

## **30. 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 Nomads Golf Club - Botswana and one more Executive Committee member. Their signatures shall not be unduly withheld.

BY ORDER OF THE  
EXECUTIVE COMMITTEE OF NOMADS GOLF CLUB - BOTSWANA  
DATE OF COMING INTO FORCE  
OCTOBER 2013

Since the adoption of our Constitution many years ago there have been several re-prints to accommodate the various amendments which have occurred to cater for the proliferation of Clubs and changing circumstances over the years.

The last re-print was in 2003. Subsequent amendments proposed 2013