

THE KOSMOS MARINA CLUB

HARTBEESPOORT

FOUNDED 1979

CONSTITUTION, RULES and BY-LAWS

(As amended _____ 2023)

Reprint 2023

THE KOSMOS MARINA CLUB

HARTBEESSPOORT

FOUNDED 1979

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HARTBEESPOORT
FOUNDED 1979
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[A]
THE KOSMOS MARINA CLUB
HARTBEESPOORT
FOUNDED 1979
CONSTITUTION
(As amended _____ 2023)

1. NAME OF CLUB

1.1. The name of the club shall be “The Kosmos Marina Club”.

2. CLUB FLAG

2.1. The flag of the Club will display the insignia of the Club. The General Committee will have the power to amend the design and colours of the Club flag.

3. AIMS AND OBJECTIVES OF CLUB

3.1. The objects of the Club shall be:

- 3.1.1. primarily to provide for members common launching, storage and club facilities convenient for boating from the Club site or sites;
- 3.1.2. to enter into leasehold agreements with individual members establishing their entitlement to exclusive use of boathouses and shade cloth parking areas;
- 3.1.3. to fulfil all the usual objects of a marina and an outdoor social club which shall at all times be non-political and non-racial.

3.2. For the carrying out of the above three objects the Club’s further objects shall be:-

- 3.2.1. to control membership, with preference being given to property owners and residents of the defined area of Kosmos (the areas East of the Kosmos barrier gate in the area known as Kosmos Village and comprising the former Kosmos municipal

boundaries as at 31 May 1994, however subject to the terms and conditions herein contained), use of boats and facilities in such a way as to avoid over utilisation of the available facilities;

- 3.2.2. to establish rules governing types of boats permitted, boating and other behaviour and in conjunction with boating rules on the Hartbeespoort Dam;
- 3.2.3. to provide as far as far as possible for the security of members' boats and equipment;
- 3.2.4. to establish terms, conditions, clauses and rules pertaining to lease agreements for individual member's exclusive use of specific boathouses and shade cloth parking areas;
- 3.2.5. to establish the terms, conditions, clauses and rules pertaining to lease agreements with individual members for their lease of specified moorings;
- 3.2.6. to provide for joining fees and subscriptions to be paid by members and the amount thereof;
- 3.2.7. to appoint staff and dismiss them;
- 3.2.8. to arrange or vary the terms of reciprocity with other clubs;
- 3.2.9. to arrange or promote entertainment and functions and allocate such funds of the Club as may be necessary for payment of prizes in connection therewith;
- 3.2.10. to purchase, lease or otherwise acquire immovable property or any share therein, or shares in a company or assets of which consist wholly or substantially of immovable property, and to provide and equip buildings for the purpose of the Club and to sell, mortgage, transfer or otherwise dispose of the same (subject to the approval of 75% of the members present at a duly constituted Annual General Meeting or Special General Meeting as herein envisaged);
- 3.2.11. to borrow such sum or sums of money as may be necessary for the purposes of the Club;

- 3.2.12. to invest such funds of the Club as are not immediately required for the operations of the Club (subject to the approval of 75% of the members present at a duly constituted Annual General Meeting or Special General Meeting as herein envisaged);
- 3.2.13. to institute or defend proceedings at law;
- 3.2.14. to purchase or acquire supplies for the Club;
- 3.2.15. to make such call or calls upon members as may be necessary for the proper operation of the Club;
- 3.2.16. to elect Commodore and Vice Commodore and to qualify them in those capacities either for life or such period as may be thought proper from time to time, and also to make appointments, honorary or otherwise;
- 3.2.17. to make, amend or repeal the Constitution or Rules of the Club;
- 3.2.18. to carry out all such undertakings, acts, matters, legal steps or things as are incidental or conducive to the attainment of the said above objects, or that may be necessary or incidental to the attainment or for the promotion of the aforesaid aims and objects.

4. CONSTITUTION

- 4.1. The Club shall be non-proprietary and at no time shall assets or profits of the Club be distributed amongst its members, provided that nothing therein contained shall be construed as in any way prescribing or restricting the payment of interest on debentures or on loans.
- 4.2. In the event of a dissolution of the Club, or should the Club cease to exist, the available funds and equipment, after all debts have been settled, shall be paid to an institution or institutions having similar objects to that of the Club, or to a charity linked to the Kosmos community and as determined by members assembled at an extraordinary General Meeting.

5. FLAG OFFICERS

The officers of the Club shall be:

- 5.1. the Commodore and Vice-Commodore. These officers shall be known as the Flag Officers of the Club. The duties of the Commodore shall be to oversee the running of the Club, schedule all meetings and chair these meetings, assist other committee members with allocated projects and represent the Club in any meetings or formal occasions with external parties such as municipal authorities, regarding leases or other Clubs of similar activities and interests. The Vice-Commodore shall assume the duties of the Commodore in the absence of the Commodore.
- 5.2. The Flag Officers shall be elected annually by the members of the General Committee at the first meeting of the General Committee after the Annual General Meeting of the Club, after having been duly proposed and seconded by members of no less than 2 (two) year continuous membership.
- 5.3. In the event of the death or resignation of the Commodore, the Vice-Commodore shall immediately assume the office of Commodore.
- 5.4. In the event of the death or resignation of the Vice-Commodore, the General Committee may elect from its members a replacement who shall assume the office of the Vice-Commodore.

6. GENERAL COMMITTEE

- 6.1. The affairs of the Club shall be managed by a General Committee consisting of:
 - 6.1.1. The Flag Officers;
 - 6.1.2. Three committee members;
 - 6.1.3. The immediate past Commodore in an ex-officio capacity, if such past Commodore is available and continues to be a member of the Club. Should the past Commodore not be available, an additional member shall be nominated as a committee member.

- 6.2. The General Committee shall have such powers as may be prescribed from time to time by the members in a General Meeting and as stated in the Constitution and Rules.
- 6.3. At every Annual General Meeting of the Club, members shall be elected to the General Committee for the following year. General Committee members shall, however, be eligible for reappointment at every Annual General Meeting.
- 6.4. Any Ordinary (with the exclusion of non-resident members) or Honorary Life members shall be eligible for election to the General Committee.
- 6.5. The Flag Officers shall be the sole and final arbiters as to any and all matters concerning the Club's policy.

7. ELECTION OF MEMBERS TO COMMITTEES

- 7.1. Nothing prevents the General Committee from appointing further members to the General Committee in addition to the minimum members so required in terms of clause 6.1 above.
- 7.2. If the number of the General Committee members should fall below the minimum as required in clause 6.1 above, as a result of the resignation, removal and/or death of a General Committee member, the remaining General Committee members will be authorised to exercise all the powers of the General Committee as set out in this Constitution until such time as another General Committee member has been appointed.
- 7.3. If the number of members of the General Committee falls below the required minimum, such vacancy shall accordingly be filled at the next Annual General Meeting.
- 7.4. Any retiring members of a Committee shall be eligible for re-election.

8. MEMBERSHIP

Rights of Membership

- 8.1. Membership of the Club does not and shall not give any member of any class any right, title, interest, claim or demand in or to any of the moneys, property or assets of the Club, but only confers upon such member the right and privilege of entering in and upon the

grounds and erections of the Club, and of using same in accordance with the use to which the same are denoted by the Committee of the Club, and subject to such restrictions and charges as the Committee may from time to time impose, however, subject to the Rules and By-Laws of the Club (which may deal with the different classes of members) from time to time in force, read in conjunction with the Constitution.

Members bound by the Rules

- 8.2. The payment by or on behalf of a member of his/her first subscription shall be acknowledgement on the part of such member that he or she is bound by the Rules of the Club, and all By-Laws that have been or may hereafter be made by the General Committee, and he/she accepts the ruling of the General Committee in all cases and no person shall be absolved from the effects of the Rules and By-Laws on the plea of not having received a copy of them.
- 8.3. The membership of the Club shall be open, subject to availability of amenities and facilities, on a preferential basis and on an individual basis only, to property owners and their immediate families and residents who reside permanently (“a resident”) within the area East of the Kosmos barrier gate in the area known as Kosmos Village and comprising the former Kosmos Municipal Boundaries as at 31 May 1994 (“the defined area”). However, existing members who are not a resident within the defined area, shall remain members until such time as their membership is terminated in accordance with the provisions of the Constitution read in conjunction with the By-Laws. The aforesaid members shall not be entitled to transfer their member’s interest to any individual who is not a resident in the defined area.
- 8.4. Membership cannot be granted to a corporate or on a *consortia* basis.
- 8.5. Membership is automatically terminated if a member ceases to be a property owner or a resident in the defined area, however, subject to the aforesaid. The subscription fees paid or due for the year in which the termination takes place are not refundable and are forfeited by the terminating member.
- 8.6. Membership is not transferable in the event of a property owner disposing of their property or a resident ceasing to be a resident in the defined area, again subject to the aforesaid.

8.7. Membership will change when the member advises the Club of changes within his/her family or when such change becomes known to the attention of the Club. A member who has failed to advise the Club of any such change will be liable for all payments due, back-dated to the date that the change occurred.

8.8. Members shall consist of the following classes of membership: (reference under this and any other clause of the Constitution to the masculine gender shall include the feminine gender, save where the context indicates otherwise):

8.9. **Ordinary Members**

8.9.1. Those persons who are a property owner or a resident in the defined area and such others, not falling within this definition as desire the privilege of ordinary membership, who have been elected as such or who have transferred to this class of membership and who consist of only one joining member who shall have one vote and be eligible to stand on the General Committee. An ordinary member shall be entitled to the use of all the facilities of the Club as may exist from time to time.

8.9.2. Those persons who are members of the Club at the time of adoption of this amended Constitution but who are not residents or property owners in the defined area of Kosmos but are property owners or resident of the neighbouring developments of Mount Kos, Montego Bay, Kosmos Ridge and Caribbean Beach (“non-resident ordinary member”). A non-resident ordinary member shall not be eligible to vote and not be eligible to stand on the General Committee.

8.10. **Honorary Life Members**

8.10.1. Honorary Life Membership may only be conferred upon a member considered by the General Committee to have conferred some special benefits on the Club or to have rendered exceptional services to or on behalf of the Club. Honorary Life Membership will only be conferred upon such members who have been a member of the Club for a minimum of 25 (twenty-five) years. The conferring of

such Honorary Life Membership shall be made by the General Committee.
Honorary Life members shall be free from liability for future subscriptions.

9. FINANCIAL LIABILITIES OF MEMBERS

9.1. In the event of the Club being wound up, there shall be no liability incurred by any member other than in respect of his/ her unpaid subscription and any money he or she may be owing to the Club.

9.2. The financial liability of each member is limited to:-

9.2.1. such payment in respect of joining fees and annual subscriptions or levies as shall be prescribed from time to time by members in the Annual General- or Special General Meeting and as stated in the Rules, but subject to each member being a member at the date of any such meeting;

9.2.2. the amount of his or her Club account, whether for refreshments, fuel supplied for power watercraft, or any other items or reasons.

10. BOOKS AND ACCOUNTS

10.1. The General Committee shall cause true accounts to be kept of the sums of money received and expended by the Club and the manner in respect of which such receipts and expenditure takes place and of the property, credits and liabilities of the Club. The annual accounts of the Club shall be prepared in accordance with the generally accepted accounting practices.

11. PAYMENTS TO BE MADE

11.1. All monies of the Club shall be paid into a Bank as the General Committee may appoint. All payments, other than petties and wages paid in cash, shall be made by electronic transfer, under the control of a Flag Officer, and the Secretary.

12. SIGNING OF DOCUMENTS

- 12.1. All documents, which are required to be executed on behalf of the Club, shall be deemed to have been correctly and properly executed if signed by a Flag Officer and the Secretary, subject to the compliance and execution thereof, in accordance with the provisions of the Constitution.

13. POWERS OF CLUB

- 13.1. Without prejudice to the foregoing general powers and without limiting the same in any way, the Club shall have the following powers:

- 13.1.1. To acquire by purchase, exchange, lease, sub-lease or otherwise, immovable property of all kinds, including lands, stands and buildings.
- 13.1.2. To erect, construct, carry out, maintain, improve, alter, manage and control any buildings or other erections.
- 13.1.3. To sell, lease, mortgage, dispose of, give in exchange, turn to account or otherwise deal with all or any part of the property and rights of the Club.
- 13.1.4. To buy, sell and deal in all kinds of movable property and to supply all kinds of provisions, liquid and solid, required by members and their guests.
- 13.1.5. To lay out gardens and for recreation, sporting and other purposes, land acquired or controlled by the Club.
- 13.1.6. To apply to any competent authority for any license which the Club may require for the purpose of carrying on its business or for the renewal of such license or licenses held by the Club, and to hold and accept transfer of any such license or licenses.
- 13.1.7. To arrange pension schemes for the benefit of and to grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Club or the dependants of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds. (*The execution of the provisions of

clauses 13.1 – 13.3 shall be subject to a resolution passed by the members of the Club of not less than 75% present in voting at an Annual General Meeting or Special General Meeting.)

13.2. The General Committee may, upon being authorised by a Resolution passed by a majority of not less than 75% of the members present and voting at a Special General Meeting of the Club:-

13.2.1. borrow or raise such sums of money as may be required for the proper upkeep of the Club, or additions or improvements to the Club's property upon such terms, conditions and security as may, by such resolution, be fixed or otherwise as the General Committee in its discretion may think fit and as security for any moneys so borrowed, provided that due notice be given in terms of the Rules dealing with the Annual General or Special Meetings, stating the amount proposed to be borrowed and the purpose of the loan;

13.2.2. carry out the sale, mortgage, leasing or other disposition of any property of the Club;

13.2.3. purchase, lease or otherwise acquire immovable property or any share therein, shares in a company the assets of which consist wholly or substantially of immovable property, for the purpose of investing such funds as may have been accumulated from time to time or from any other investment or generally, as may be necessary to carry out the objects of the Club;

13.2.4. impose a levy or levies on members as may be required for the proper upkeep of the Club, or for additions or improvements to the Club's property upon such terms and conditions as may, by such resolution be determined. Such sum or sums of money received shall be invested in an account in the name of the Club with an approved registered South African Banking Institution and shall be known as the "Building Fund".

13.3. Notwithstanding the above, the General Committee may authorise the borrowing of such sum or sums of money from a bank or building society as may be required at any time for

the administration of Club affairs on the security of Club funds invested for a fixed term in such bank.

14. ANNUAL FINANCIAL REPORTING

14.1. It shall be the fiduciary responsibility of the General Committee members to determine and implement appropriate systems of internal control for the administration and protection of the Club's assets, as well as the annual reporting to members of the state of affairs of the Club. Such systems should be sufficient to provide reasonable but not absolute assurance as to the integrity and reliability of the financial statements and to safeguard and maintain accountability of the Club's assets and to detect and minimise significant fraud, potential liability, loss and material misstatement while complying with applicable laws and regulations, and with generally accepted accounting principles.

14.2. The members shall be supplied with copies of the income and expenditure accounts and balance sheet intended to be laid before the Club at the Annual General Meeting, a reasonable time before the meeting to which the same are to be submitted, and it shall be their duty to examine same with the accounts and vouchers relating thereto and to report to the Club thereon at the Annual General Meeting of the satisfactory existence of the Club's assets.

14.3. The members, upon written request, shall have access to the books and accounts of the Club at all reasonable times.

15. LEGAL PROCEEDINGS

15.1. All legal actions brought by or against the Club shall be in the name of its Flag Officers for the time being.

16. INDEMNITY

16.1. The Club, the General Committee, its employees, agents, contractors or sub-contractors shall not be held liable for any injury, death, loss or damage sustained by any member, family member and/or visitor howsoever arising whilst at the Club, notwithstanding that such injury, death, loss or damage is caused by the negligence and/or wrongful act or

omission of the Club, the General Committee, its employees, agents, contractors or sub-contractors.

- 16.2. The Club, the General Committee, its employees, agents, contractors or sub-contractors are indemnified and hold harmless against all claims which may arise in respect of any loss or damage to any property, all and any claims made by a third party and any death or injury to any person howsoever arising out of any member's, family member's and/or visitor's activities on the property of the Club used in connection with such member's membership of the Club, including any consequential damages arising directly or indirectly therefrom.
- 16.3. The use of the Club's facilities and equipment, including rental equipment, is entirely at the member's, family member's and/or visitor's own risk, and the Club, the General Committee, its employees, agents, contractors or sub-contractors, are not liable for any loss or damage to property, by theft or any other act/omission, whatsoever, nor injury or death to any person(s) or animal(s) – due to any act/omission, whether caused by the Club, the General Committee, its employees, agents, contractors or sub-contractors or not.
- 16.4. The Club, the General Committee, its employees, agents, contractors or sub-contractors shall not be held liable for any supervision, oversight or care of any minor making use of the property/premises/facilities of the Club. Parents/guardians/caregivers hereby indemnify the Club, the General Committee, its employees, agents, contractors or sub-contractors from any claim which may arise due to underage drinking and or other illegal activities committed by any third-party making use of the property/premises/facilities of the Club.

17. ALTERATION OF CONSTITUTION, RULES AND BY-LAWS

- 17.1. Proposals for amendments to this Constitution or its Rules must be delivered to the Secretary in writing. The Secretary in conjunction with the General Committee shall then decide on the date and time of the meeting to discuss such proposals.
- 17.2. A written notice of the aforesaid meeting must go out not less than 14 (fourteen) days before the meeting at which the changes to the Constitution are going to be proposed. The notice must indicate the proposed changes to the Constitution that will be discussed at the meeting.

- 17.3. The aforesaid notice will be delivered to the members in accordance with clause 20 below.
- 17.4. Any changes to this Constitution or its Rules must be agreed upon by at least 75% (seventy-five) of the members present and voting at such meeting.
- 17.5. Notwithstanding the aforesaid, this Constitution shall not in any way be rescinded, amended, altered or added to, except by resolution passed at an annual General Meeting, notice of which shall have been emailed to members at least 14 (fourteen) days prior to the meeting, as well as being posted on the notice board of the Club for at least 14 (fourteen) days before such meeting, stating the intention to deal with and specify the nature of the rescission, alteration or amendment. Such resolution shall only be deemed to be passed if assented to by not less than 75% (seventy-five) of the members present and voting at an Annual General Meeting or Special General Meeting.
- 17.6. All amendments, alterations, additions to and deletions from the Constitution shall, unless therein otherwise provided, be and become effective from the date of the passing of the resolution. A certificate under the hand of the Commodore certifying the Constitution, as amended, or setting forth the amendments, alterations, additions and deletions therein shall be final and conclusive evidence thereof for all parties.
- 17.7. The By-Laws may be made or amended by the Committee, however, at all times subject to the provisions of the Constitution and approval by not less than 75% of the members present and voting at an Annual General Meeting or Special General Meeting.

18. ANNUAL GENERAL MEETING

- 18.1. The Annual General Meeting of the Club shall be held once every year on such date as the General Committee may determine for the purpose of:
- 18.1.1. Presentation of the annual report;
 - 18.1.2. Presentation of the financial statements for the preceding financial year;
 - 18.1.3. Confirmation of the joining fees (if any), subscriptions and anchoring fees (if any) for the current financial year;
 - 18.1.4. Election of Honorary Life Members, if any;
 - 18.1.5. Election of the General Committee for the ensuing year;

18.1.6. General business.

18.2. The quorum for an Annual General Meeting shall be 10% of all the paid-up Club members together with the General Committee.

18.3. In the event that the number of paid-up members attending the Annual General Meeting be less than 10% of the total membership, then the Annual General Meeting shall be postponed for a half an hour, after which those members present, provided that they at least represent 5% of the total membership of the Club and including at least 4 (four) General Committee members amongst them, shall be empowered to proceed.

18.4. The Commodore, or failing him the Vice Commodore, shall preside at the Annual General Meeting. In the absence of the Commodore and the Vice Commodore, the members present shall elect a chairman from the General Committee members and such chairman shall, for the purpose of such meeting, have all the powers of the Commodore of the Club.

19. NOTICE OF ANNUAL GENERAL MEETINGS

19.1. All respective notice to members of any meetings shall be posted on the notice board at the Club house and forwarded to each member's known electronic mail address at least 14 (fourteen) days before such meeting.

19.2. The notice in respect of each meeting will state the date, time and place of such meeting and will furthermore specify the business to be dealt with at such meeting.

19.3. The posting of the notice on the notice board at the Club house and the sending of an electronic email to each member shall be regarded as sufficient notice of each meeting.

19.4. The non-receipt of such notice by any member shall not invalidate the proceedings of any meeting.

20. SPECIAL GENERAL MEETING

20.1. The General Committee may convene a Special General Meeting of members at any time provided notice of such meeting is posted in accordance with clause 19 above, to each member, stating the object of the meeting and/or the general nature of the business to be

transacted thereat. The non-receipt of such notice by any member shall not invalidate the proceedings of any such meetings.

- 20.2. The General Committee shall convene a Special General Meeting as provided above upon being required to do so by a requisition signed by not less than 10% of the Ordinary and Honorary Life members in good standing and addressed to the Secretary of Club. Such requisition shall state the object of the proposed meeting and/or the nature of the business to be transacted thereat.

21. QUORUM FOR GENERAL AND SPECIAL MEETINGS

- 21.1. Notwithstanding a quorum in respect of an Annual General Meeting, a quorum for a Special and/or General Meeting shall consist of not less than 5% (five percent) of the Ordinary members of the Club present in person, together with at least 4 (four) General Committee members.
- 21.2. No business shall be transacted at any meeting unless a quorum is present, provided that if a quorum is not present within 15 (fifteen) minutes of the time stipulated for the meeting, the meeting shall stand adjourned to the same time the following week. The Ordinary members present at such adjourned meeting shall form a quorum.
- 21.3. At all meetings, the Commodore, or failing him, the Vice Commodore shall preside.
- 21.4. In the absence of the Commodore and the Vice Commodore, the members present shall elect a Chairman from the General Committee present and the member so elected shall, for the purpose of the meeting, have the same powers as the Commodore of the Club.
- 21.5. In the event of an equality of votes, the Commodore shall have a casting vote in addition to his deliberative vote.
- 21.6. Any paid-up member in good standing who is unable to attend a General Meeting of members may complete a proxy form which will detail each resolution to be tabled at the General Meeting. The proxy form will be circulated with each notice of a General Meeting and should be completed by the member who is unable to attend, and forwarded to the Club

Secretary prior to the start of the General Meeting. The said proxy does not have to be a member.

22. DISSOLUTION AND WINDING UP

22.1. The Club may be wound up by a resolution of not less than 75% of the members present at a Special General Meeting provided that no less than 21 (twenty-one) days' notice shall have been given, setting out the business of the meeting and at least 75% of all the members eligible to vote being present or by proxy.

22.2. If upon the dissolution or winding up of the Club there remains after all debts have been settled, any available funds or property whatsoever, the same shall not be paid to or distributed to any person but shall be given or transferred to some other institution or institutions having similar objects to that of the Club, or to a charity linked to the Kosmos community, as determined by members assembled at a Special General Meeting.

23. LEGALITY OF CONSTITUTION AND RULES

23.1. Should any clause of the Constitution or Rules be in conflict with the Liquor Act 1928 as amended, or any Act passed in place thereof, then such clause or Rule shall be automatically altered, modified or replaced so as to comply with the provisions of such Act.

23.2. In the event of a dispute arising as to the meaning or effect of any of the provisions of the Constitution and Rules, such dispute shall be referred to the General Committee for clarification. The decision of the General Committee shall be referred to the next General Meeting for confirmation, if requested by the disputing member.

24. PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPI)

24.1. Each Club member give the Club the necessary permission to collect, use and disclose (i.e processing of) his/her personal information. Each Club member understand that his/her/its personal information is required for the purpose of registration as a member.

- 24.2. Each Club member understand that should his/her/its refuse to provide the Club with the required consent and/or information, the Club will be unable to assist him/her with the necessary assistance and/or services as requested.
- 24.3. Each Club member declare that all personal information being supplied by him/her to the Club is accurate, up to date, not misleading, and that it is complete in all material respects.
- 24.4. The Club member further undertakes to immediately advise the Club of any changes to his/her personal information should any of these details change.
- 24.5. The Club member understand that in terms of the POPI Act and other laws of the country, there are instances where his/her express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- 24.6. Each Club member undertakes not hold the Club responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.

25. GENERAL

- 25.1. Notwithstanding any other contrary term contained in the Constitution or otherwise, only fully paid-up members are eligible to vote at the Annual General Meeting or Special General Meeting which has been duly constituted in accordance with the provisions of the Constitution.

[B]
THE KOSMOS MARINA CLUB

HARTBEESPOORT

FOUNDED 1979

CONSTITUTION

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[B]
THE KOSMOS MARINA CLUB
HARTBEESPOORT
FOUNDED 1979
RULES

(As amended _____ 2023)

1. COMMITTEE

1.1. NOMINATIONS FOR OFFICE AND COMMITTEES

- 1.1.1. Nominations for all Officers and Committees must be handed to the Secretary on a “proposal for office” form before the commencement of the Annual General Meeting, each form to be signed by the member nominated, and by one other voting member of the Club.
- 1.1.2. Nominations of members for an office or Committee of the Club shall not be made by members of less than two years standing in the case of nomination for Committees, and less than two years in the case of nominations for an office of the Club.

1.2. EX OFFICIO MEMBERS OF COMMITTEES

- 1.2.1. The “Flag Officers” shall be *ex officio* members of all standing committees.

1.3. CHAIR AT MEETINGS

- 1.3.1. The senior Flag Officer present shall preside at all meetings of the Club and should none be present, the meeting shall appoint a chairman. In the case of equality of votes, the chairman shall have a casting vote.

1.4. CONVENING OF COMMITTEE MEETINGS

- 1.4.1. The Commodore, or his/her duly delegated Flag Officer, shall convene all meetings of the Committees. On the application of at least three members of a Committee, the Commodore or Senior Flag Officer shall convene a meeting of the

particular Committee concerned. All members of Committees shall receive at least 48 (forty-eight) hours' notice of a meeting, except in the case of an emergency meeting.

- 1.4.2. The General Committee shall meet at least once each calendar month unless it has, by resolution, decided not to meet in any specific month.

1.5. CASUAL VACANCIES IN COMMITTEES

- 1.5.1. Should a casual vacancy occur in any of the Committees, the Committee may appoint an eligible member to fill the vacancy until the next Annual General Meeting. Furthermore, a Committee may at any time co-opt one or more members to assist in a specific task or tasks.

1.6. MINUTES OF COMMITTEE MEETINGS

- 1.6.1. Proper minutes of all meetings of the General Committee shall be kept by the Secretary. The minutes of any meeting of any Committee shall be confirmed at the next meeting of that Committee.

1.7. ABSENTING COMMITTEE MEMBERS

- 1.7.1. Should any Committee member absent himself/herself from two consecutive meetings without reasons satisfactory to the Committee, his/her seat may be declared vacant by the Committee concerned.

1.8. MINUTES OF MEETINGS

- 1.8.1. The minutes of all Annual and Special General Meetings shall be approved at the first subsequent meeting of the General Committee and confirmed at the next Annual General Meeting of members.

1.9. QUORUM AND POWERS OF GENERAL COMMITTEE

- 1.9.1. Four members of the General Committee shall form a quorum.
- 1.9.2. The General Committee shall have full power and authority to do the following acts, matters and things necessary in and about the management of the Club, and the carrying out of objects of the Club:
 - 1.9.2.1. To conduct and supervise elections of members, officers and committee members.
 - 1.9.2.2. To enquire on the conduct of any member, and should it be deemed necessary, to suspend or expel such member.
 - 1.9.2.3. To levy fines on those who, in the opinion of the Committee, have broken the Club's Regulations as published and amended from time to time. The member shall have the right of appeal against such fine but should the Appeal Committee find the fine to be just, the General Committee will have the right to increase the original fine.
 - 1.9.2.4. To appoint or dismiss staff, including a secretary and a treasurer, and determine the duties, salaries or remuneration of such secretary, treasurer and staff. No staff member, other than a secretary or treasurer, shall be a member of the Club.
 - 1.9.2.5. To make, add to, amend or annul any By-Laws not inconsistent with the Rules for the time being in force, and such new By-Laws, addition, amendment or annulment shall remain in force until amended or annulled by the Committee or by members at the Annual or a Special General Meeting of members.
 - 1.9.2.6. To carry out and give effect to resolutions passed by members at General Meeting.
 - 1.9.2.7. To appoint sub-committees and delegate any of its powers to such sub-committees.

- 1.9.2.8. To arrange from time to time terms of reciprocity with other clubs and vary such terms of reciprocity.
- 1.9.2.9. To institute or defend any legal proceedings in the name of the Flag Officers for the time being in all cases where it may be deemed necessary.
- 1.9.2.10. To fix the price at which fuel, oil and any refreshments or items may be sold and other charges levied on members in respect of Club activities.
- 1.9.2.11. To regulate, control and make rules for the admission of visitors.
- 1.9.2.12. With the authority of a Special General Meeting of members, to take such action, or actions as may be necessary to carry out the management of the Club, or to discharge any debts or liabilities which the Club may have incurred.
- 1.9.2.13. To invest any funds of the Club not immediately required for the purposes of the Club and to withdraw or receive advances on such funds.
- 1.9.2.14. To purchase all the furniture, glass, crockery, linen, provisions, supplies and other such things as may be necessary for the management of and carrying out the objects of the Club.
- 1.9.2.15. To waive compliance, in full or in part, with the provisions of rules 2.2, 2.3, 2.4, 3.1 and 3.2.
- 1.9.2.16. Generally to conduct, regulate and manage the affairs of the Club, to carry out the objects and purposes and to do all things necessary and incidental thereto, and at all times use its discretion within the parameters of this Constitution and Rules and in the best interests of the Club.
- 1.9.3. The execution of the aforesaid shall, however, be subject to the provisions of the Constitution.

1.10. DISCRETION

- 1.10.1. The General Committee shall at all times use its discretion within the parameters of this Constitution and in the best interests of the Club and its members.

2. MEMBERSHIP RULES

2.1. DEFAULTING MEMBERS

- 2.1.1. Any member who fails to discharge his/her duty to the Club, as defined by clause 9 of the Constitution, with 21 (twenty-one) days after written notice warning him/her of the General Committee's intention, has been posted to the address last registered by him/her with the Club, may be declared to be a defaulting member by the General Committee as from the date of expiration of such 21 (twenty-one) days' notice. The General Committee shall thereupon remove from the list of members the name of any such member declared a defaulter in terms of this clause and shall be empowered to place the names of the defaulting members on a list provided for that purpose, on the Club's notice board.
- 2.1.2. Notwithstanding the fact that a member has been declared a defaulter in terms of this clause, his/her liability to the Club, at the date of the declaration of default shall, nevertheless, continue until discharged.
- 2.1.3. The Club shall furthermore be entitled to attach and retain as security any property or watercraft owned by the member and located on the Club's property or moored in the mooring area of the Club on the Hartbeespoort Dam, as a landlord's hypothec for any amounts owing by a member to the Club.

2.2. RE-INSTATEMENT OF DEFAULTING MEMBERS

- 2.2.1. Application by a defaulting member for re-instatement must be accompanied by a remittance for the full amount owing at the date of declaration of default. The General Committee shall use its discretion in respect of the admission or otherwise of the applicant as a member and any interest or penalty payable for the period

from which the financial liability was originally due to the Club, to the date of full settlement.

2.3. EXCLUSION FROM PRIVILEGES

- 2.3.1. No member shall take part in the proceedings at any meeting of the Club, or make use of the Club house, or the facilities of the Club, while under suspension, or while he/she is a defaulting member.
- 2.3.2. Any member who fails to pay his/her current year's subscription by the last day of the first month in any such current Club year, shall be debarred from enjoying the privileges of the Club as set out in the preceding paragraph, until such current year's subscription shall have been paid. Should any member incur any liability other than his/her subscription to the Club and fail to discharge such debt on due notice, the Committee shall have the right to deal with such member under this clause as though such debt were an annual subscription remaining unpaid on the last day of the first month of any current Club year.

2.4. RESIGNATION FROM MEMBERSHIP

- 2.4.1. Any member wishing to no longer be a member of the Club must intimate such intention, in writing, to the Secretary prior to the end of the financial year of the Club, otherwise he/she will be liable for the following year's subscription. No notice of resignation of any member shall be of any force and effect should the resigning member be liable to the Club, at the date of notice of resignation, in respect of any items as set out in clause 9 of the Constitution (financial liability of member). Notwithstanding the fact that a member has tendered his/her resignation, he/she shall nevertheless be liable for any debts incurred by him/her while a member.
- 2.4.2. Any ex-member who was in good standing when his/her resignation was accepted may, at the discretion of the General Committee, rejoin within a period of five years from his/her resignation, as an Ordinary Member without payment of a

joining fee. The provisions hereof shall not be applicable to members who are not residents within the defined area.

2.5. CONDUCT OF MEMBERS

- 2.5.1. Should the conduct of any member, upon being reported to the General Committee be, in its opinion (after full enquiry) unseemly, unsportsmanlike or injurious to the character and interests of the Club, or should any member consistently refuse to conform to any Rules, Regulations or By-Laws which may from time to time be in force, the General Committee may expel, suspend or request such member to resign. Should he/she not comply with a request to resign with 14 (fourteen) days from the date of the letter to him/her containing such request, the General Committee shall be empowered to remove his/her name from the list of members.
- 2.5.2. The General Committee shall also be empowered to place the name of any such expelled or suspended member on a list provided for that purpose on the Club notice board.

2.6. INSOLVENCY OR CRIMINAL CONVICTION OF A MEMBER

- 2.6.1. Should any member:
- 2.6.1.1. be provisionally or finally sequestrated; and/or
 - 2.6.1.2. its estate be surrendered or placed under administration; and/or
 - 2.6.1.3. enter into a compromise with any of its creditors; and/or
 - 2.6.1.4. be convicted of a criminal offence (regardless of the nature of such offence)

the General Committee may require such member to satisfy it, by written representations delivered within 14 (fourteen) days, that such insolvency and/or criminal conviction in no way affects his/her honour, upon receipt of which representation the General Committee shall decide whether such member's membership shall be suspended, terminated, or be subject to such curtailment of privileges for a period it deems fit.

2.7. EXPULSION

- 2.7.1. Any member of the Club who may have been suspended or expelled for misconduct or default by any other Club in South Africa, shall *ipso facto* cease to be a member of the Club. He/she shall, however, have the right of appeal to the General Committee, which may re-instate such member, should a satisfactory explanation of the matter be forthcoming.

2.8. RIGHT OF APPEAL

- 2.8.1. Any member whose membership may have been dealt with under Rules governing defaulters, unseemly conduct, insolvency or expulsion shall have the right of appeal to an Appeal Committee consisting of 3 (three) members. This committee shall be selected as follows:
- 2.8.1.1. ONE member to be nominated by the General Committee.
 - 2.8.1.2. ONE member to be nominated by the member concerned with the dispute, who shall not be the member concerned or a member of his immediate family.
 - 2.8.1.3. ONE member to be seconded an attorney to be appointed by the General Committee and who shall act solely in the execution hereto.
- 2.8.2. The decision of this appeal committee shall be deemed to be final and binding upon all parties.

2.9. ACCEPTANCE OF MEMBERS

- 2.9.1. The method of acceptance of members is vested solely in the General Committee, and the General Committee shall publish rules relating to the acceptance of members from time to time.
- 2.9.2. The admissions of new members will be limited in relation to the facilities being available, and at the discretion of the General Committee.
- 2.9.3. Membership is also subject to the submission of a completed application form.

- 2.9.4. The provisions of the aforesaid shall, however, at all times be subject to the provisions of the Constitution read in conjunction with the Rules.

3. GENERAL RULES

3.1. JOINING FEES

3.1.1. A non-refundable joining fees shall be payable by Ordinary members at prescribed rates, save where the exemption is permitted in terms of this rule, or is granted in whole or in part by the General Committee in circumstances which they consider are in the interests of promoting the objects of the Club.

3.1.2. The joining fees shall be determined each financial year by the General Committee.

3.2. SUBSCRIPTIONS

3.2.1. Subscriptions shall be payable by the Ordinary members.

3.2.2. The annual subscription shall be determined by the General Committee without calling a General Meeting of members, provided that:

3.2.2.1. It does not adjust any category of subscription for the ensuing year by more than the inflation rate of the preceding year.

3.2.2.2. This power is not exercised by the General Committee more than once in respect of any financial year.

3.2.2.3. That members are advised by mail of such adjustment at least 30 (thirty) days before the commencement of the next financial year.

3.2.3. Annual subscriptions shall be due and payable on the first day of the first month in each and every Club year and upon application for membership. Any member elected after the commencement of the current financial year shall pay

subscriptions proportionately on a *pro rata* basis according to his/her date of acceptance.

3.2.4. The fee payable by visitors will be set out from time to time by the General Committee.

3.3. DUE DATE OF SUBSCRIPTIONS

3.3.1. Subscriptions payable by members shall become due and payable on the first day of the first month in each and every Club year, without notice.

3.4. INSIGNIA

3.4.1. The Club insignia shall be worn on such apparel as may be approved by the General Committee from time to time.

3.5. FINANCIAL YEAR

3.5.1. The financial year, ("Club year") shall be from the first day of January to the last day of December each year.

3.6. HONORARIA

3.6.1. No Honoraria shall be given except on the recommendation of the General Committee to members in General Meetings, to any member who has attained a meritorious performance by virtue of outstanding services to the Club over a period, which may include an administrative contribution.

3.7. MOTORBOATS AND YACHTS REGISTRATION

3.7.1. Every member shall register with the duly appointed manager of the Club any craft owned or acquired by him either individually or jointly with any other member, either directly or through a registered company, close corporation, partnership or trust.

- 3.7.2. Every such craft so registered shall be recorded by the Secretary in a book or electronic file kept for that purpose, which shall record the owner's name, distinguishing flag, name of craft, registration number and class, dimensions and tonnage, motor and engine capacity, as the case may be.
- 3.7.3. Any member who has not so registered his craft and any newly elected member, shall forthwith register any such craft. Failure to register such craft will result in the member not being allowed to launch his craft from the Club premises.
- 3.7.4. In addition, every member shall comply with all the Hartbeespoort Dam authorities, national, provincial and local authority legislation, acts, policies, requirements, rules, by-laws, etc, and obtain clearance certificates and registration numbers in respect of any craft owned or acquired by him individually or jointly with any member, and position on his watercraft according to the relevant regulations. Failure to register such craft will result in the member not being allowed to launch his craft from the Club premises.

3.8. RE-REGISTRATION

- 3.8.1. In the event of any change of name, flag, number, class or design, such shall be notified forthwith to the Secretary by the owner, and the Secretary shall thereupon amend the Register accordingly without fee.

3.9. DISPOSAL OF CRAFT

- 3.9.1. Any member disposing of his craft or resigning from the Club as a member shall forthwith notify the Secretary accordingly, who shall thereupon amend the Register.

3.10. BOATING AND WATER USE REGULATIONS

- 3.10.1. All members must comply with regulations in accordance with Act 36 of 1998, as amended, and any other relevant Acts and Policies on State Dams. The Club will comply with the general rules laid down by local authorities for Hartbeespoort Dam, which will deal with day-to-day issues involved with the

running of the Club and which will be administered by The Kosmos Marina Club and published in the by-laws of the Club.

3.11. OUTSTANDING PAYMENTS

3.11.1. All amounts owing to the Club become payable on renewal of membership. Failing full payment will result in privileges being suspended and additional percentage per month, as determined by the Committee each year, will be applicable. Similar penalties will apply for any other amounts due and payable to the Club for items such as petrol purchases, Club house refreshments and shade net.

3.12. LOCKING OF BOATS

3.12.1. Members who have not paid annual subscriptions or any monies outstanding, will not be accorded any boating privileges. Boats will be suitably identified and marked and remain so until all payments due are made.

4. HOUSE RULES

4.1. MANAGEMENT

4.1.1. The whole control and management of the Club shall be vested in the General Committee.

4.2. SLEEPING ON THE CLUB PREMISES

4.2.1. Sleeping is not allowed in the Club house or on the Club premises after closing time, except employees as approved by the General Committee.

4.3. LIST OF MEMBERS

4.3.1. A list of members of the Club shall be available in the Club house for reference.

4.4. INTRODUCING VISITORS TO THE CLUB

- 4.4.1. Members may introduce guests to the Club and such guests shall be entitled to remain upon the premises only so long as the introducing member is also on the premises.
- 4.4.2. The number of guests shall not be limited, provided that the members are in no way inconvenienced, but no member shall introduce more than ten guests at one time without prior arrangement with the Manager.

4.5. MEMBERS RESPONSIBLE FOR GUESTS

- 4.5.1. Members shall be responsible for their guest's observance of the Rules of the Club.
- 4.5.2. The Club accepts no responsibility for the property of members or their guests, left on the Club premises.

4.6. REFRESHMENTS AND LIQUOR

- 4.6.1. Only members of the Club (including *bona fide* reciprocity members and visitors), are permitted to purchase liquor or refreshments supplied by the Club or the restaurant situated on the Club's premises, on the Club's premises. However, members and visitors shall be entitled to bring refreshments, which may include liquor, onto the Club premises (i.e. lawns, boathouses and jetties). Members are, nevertheless, requested to support the liquor and refreshments supplied and sold by the Club.

4.7. CREDIT FACILITIES

- 4.7.1. The General Committee shall at its own discretion make provision for the granting of credit facilities.

4.8. CONDUCT OF STAFF

4.8.1. The conduct of a Club staff member shall in no instance be made a matter of a person reprimand by a member, but all complaints against staff must be made in writing to the Secretary, who shall bring the matter before the General Committee.

4.9. GRATUITIES TO STAFF

4.9.1. An annual year-end collection in aid of Club staff may be organised by the General Committee on such terms and conditions as the General Committee deems fit.

4.10. GAMBLING

4.10.1. No gambling is permitted on the Club premises.

4.11. ANIMALS

4.11.1. No dogs or other animals are permitted on the Club premises.

4.12. INFLAMMABLE MATERIALS

4.12.1. Apart from as utilised by the kitchen, paraffin, motor spirits, power fuels and lubricants are not allowed in the Club House.

4.13. ADVERTISEMENTS

4.13.1. No notice or advertisements shall be posted in the Club House or on the Club premises without the approval of the General Committee.

4.13.2. No member shall use the address of the Club in any advertisement connected with business, or otherwise abuse the privileges of membership by using the Club's premises or its address for business purposes.

4.14. REMOVAL OR DAMAGE TO CLUB PROPERTY

4.14.1. No member shall remove from the Club's premises or shall damage or destroy any article belonging to the Club.

4.15. CHILDREN

4.15.1. No children under the age of sixteen years shall be on the Club premises without the supervision of a responsible person who shall be a member or a member's guest.

4.16. SALVAGE OF DERELICT BOATS

4.16.1. Any property of a Club member which remains on Club premises for a continuous period of 6 (six) months or more after the owner thereof has ceased to be a Club member, shall be deemed to be abandoned property and may be disposed of by the Club in such manner and upon such terms as the Club may deem fit.

4.16.2. Any property other than boats, yachts, jet ski's, rowboats, trailers, engines, vehicles, and the like, found on Club premises and of which the ownership cannot, after reasonable investigation, be established shall be placed in a special "lost property" section set aside for this purpose by the Club.

4.16.3. If after the lapse of a period of 6 (six) months, in any calendar year, such property remains unclaimed, it shall be deemed to be "lost or abandoned property" and may be disposed of by the Club in such manner and upon such terms as the Club may deem fit.

4.16.4. Any boats, yachts, jet ski's, rowboats, trailers, engines, vehicles, and the like, of which ownership is unknown and cannot be traced after reasonable investigation may be declared by the Club to be derelict property, irrespective of the physical condition thereof.

4.16.5. Notice of such declaration shall be given by the Club by:

- 4.16.5.1. placing a statement to this effect on the main notice board of the Club at the Club house which statement shall as far as possible describe the property in such detail as to permit identification thereof and which statement shall remain prominently displayed on such notice board for a period of not less than 3 (three) months, and
 - 4.16.5.2. attaching a copy of the aforesaid statement, to the property at the time of placing such statement on the notice board.
 - 4.16.5.3. Any property determined to be derelict in the manner provided for in this clause and of which notice has been given and which remains unclaimed after a period 6 (six) months has lapsed, as provided for hereinabove, may be disposed of in such a manner and on such terms as the Club may deem fit.
- 4.16.6. If any boats, yachts, jet ski's, rowboats, trailers, engines, vehicles, and the like, is left on the Club premises and of which the ownership is known to the Club is, in the opinion of the Club:
- 4.16.6.1. not being used by the owner thereof and constitutes a nuisance to other members of the Club; and/or
 - 4.16.6.2. obstructing the proper maintenance and upkeep of the Club premises; and/or
 - 4.16.6.3. diminishing the neat appearance of the Club premises; and/or
 - 4.16.6.4. not being maintained in proper order and condition and could as a result, cause damage to property of Club members and of the Club and/or Club premises, the Club and the General Committee may give notice to the Club member concerned:
 - 4.16.6.4.1. by registered to the postal address; or
 - 4.16.6.4.2. by electronic mail to the last known e-mail address; or
 - 4.16.6.4.3. by hand at the residential address; or
 - 4.16.6.4.4. by text message ("SMS") at the telephone number, as recorded in the register of Club members, requiring the Club member to remove such property from the Club premises within a period specified in the notice, and shall

post a copy of such notice on the main notice board of the Club at the Club premises for a period of 3 (three) months.

4.16.6.4.5. should the Club member fail to comply with the requirements of the notice within the time specified the Club may declare the property derelict and deal with it in such a manner and on such terms as the Club may deem fit.

4.16.7. The owner of any property declared by the Club to be lost, abandoned and/or derelict shall be deemed to have conferred ownership in respect of such property upon the Club without the need for any further act on the part of the owner, and the Club shall have the power, in respect of such property, to confer ownership therein upon third parties.

4.16.8. No Club member or previous Club member shall have a claim or other form of legal redress against the Club or any of the employees in respect of any act carried out in good faith in terms of the provisions of this clause.

4.16.9. Any Club member introducing any visitor to the Club undertakes thereby to indemnify the Club and/or the HOA and/or the Club members against any claim or other form of legal redress sought and obtained by such visitor in respect of any act carried out in good faith in terms of this clause.

4.16.10. The Club shall be entitled to recover from a Club member any costs incurred by them on behalf of the Club in disposing of any property declared lost, abandoned and/or derelict in terms of this clause.

4.16.11. For purposes of this clause, the terms "Club premises" shall include premises rented by, premises under control of the Club, waters of the Club or its subsidiary waters under control of the Club or its subsidiary and/or waters normally used by the Club for purposes of mooring yachts, dinghies, tenders and the like, and boats, while any property of any visitor represented to the Club by a Club member shall be deemed to be, for the purposes of this clause, the property of the Club member concerned.

4.17. RISK

- 4.17.1. All Club members and/or their visitors, utilising the Club facilities, do so at their own risk and shall have no claim against the Club, the General Committee or its representatives, for any loss or damages due to injury, or as a result of loss of any goods, or sustained through such use.

[C]

THE KOSMOS MARINA CLUB

HARTBEESPOORT

FOUNDED 1979

BY-LAWS

(As amended March 2008)

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THE KOSMOS MARINA CLUB

HARTBEESPOORT

FOUNDED 1979

BY-LAWS

(As amended _____ 2023)

The under mentioned rules are to ensure the rights and safety of every legal user of the Club. Various types of water sport are enjoyed on the Hartbeespoort Dam and rules must be strictly observed. Any person who encroaches or disregards the rules exposes himself/herself to prosecution under the Water Act.

The onus rests on the member to make sure that the relative is aware of all applicable national and provincial and local authority Acts, policies, requirements, rules, by-laws, etc, of the Club and Hartbeespoort Dam rules and By-Laws.

1. Use of Watercraft

- 1.1. Only boats with valid permits issued in terms of all applicable national and provincial and local authority Acts, policies, requirements, rules, by-laws, etc, will be launched from the Club premises.
- 1.2. The driver of any boat is responsible for the behaviour and safety of his/her passengers.
- 1.3. Boats may only be used between half an hour before sunrise and half an hour after sunset.
- 1.4. Nobody under the age of 16 (sixteen) may be in control of a motorboat.
- 1.5. Nobody may be in control of a motorboat while under the influence of alcohol or any form of narcotics.
- 1.6. There must be enough SABS approved life jackets for each person on board a motorboat or sailing boat of any type.
- 1.7. Each person on a rowing boat, canoe, windsurfer, any water recreational craft and all skiers must wear life jackets.
- 1.8. All travelling in and out of the Club water shall be in an anti-clockwise direction.
- 1.9. All boats shall move at idling speed only in the demarcated Club water area.

- 1.10. No skiers or other towed craft shall be pulled by or dropped from a ski rope within the demarcated Club water area, but shall be taken to a spot outside this area.
- 1.11. Members wishing to authorise other family members using their boats must apply in writing and the applicable family members must be introduced to the manager. This applies to members whose relations are holidaying at Kosmos for longer than seven days.

2. Club premises and facilities

- 2.1. No vehicles or watercraft on trailers, or trailers may be parked on the slipway or left unattended in the water.
- 2.2. All cars and trailers shall be left in the demarcated areas provided. Trailers shall be removed immediately after the boat has been launched or taken from the water.
- 2.3. No parking of vehicles or boats will be allowed on lawn areas.
- 2.4. Only the Club tractors are authorised to launch any watercraft.
- 2.5. Only authorised Club staff may be in control of tractors for the purpose of launching or removing watercraft.
- 2.6. The tractors may only be used in the Club premises.
- 2.7. Only authorised Club staff may be in control of the dinghy for the purpose of Club business only e.g. inspecting moorings, transporting members to watercraft moored off-shore, repairs to moorings, jetties and demarcation buoys.
- 2.8. Only authorised Club staff are to carry out routine servicing of moorings, which will be done on a regular basis.
- 2.9. The entrance gate of the Club site shall be closed and locked upon entering and leaving
- 2.10. The Commodore and Secretary will be authorised to have keys to the Club entrance gate, Club house and kitchen. The manager will be authorised to have keys to the entrance gate and Club house. The barman will be authorised to have keys to the Club house, store and fridges. The security staff will be authorised to have keys to the entrance gate, which will be handed to the Club staff when they report for duty. Any member may apply in writing for a key to the entrance gates, stating his/her reasons. The application will be considered by the General Committee and the member advised of the decision.
- 2.11. No dogs are allowed in the Club grounds.
- 2.12. No littering will be tolerated.
- 2.13. The instructions of the manager and Committee members must be obeyed at all times.
- 2.14. No fishing allowed from the jetties, deck or the grassed areas at all times.

- 2.15. No persons may disturb any plant, bird or wildlife.
- 2.16. Visitors must be signed in for the day by a member and be accompanied by the member. A member is responsible for the visitor's behaviour.
- 2.17. No swimming is allowed in the demarcated area of the slipway and yacht mooring area of the Club.

3. Use of Jetties

- 3.1. The Club jetties are intended for temporary mooring by watercraft less than 10 (ten) metres in length (a normal watercraft) and belonging to members, to embark or disembark passengers, or load and unload personal effects, as well as a facility for members to moor their watercraft while utilising the facilities of the Club during daylight hours.
- 3.2. Any watercraft which is unlikely to be used for an extended period of time, or while the member is not on the Club premises, during daylight hours or in the event of a severe storm, must be placed on their moorings in the yacht mooring area, or taken out of the water and parked in the assigned parking bay in the Club's boatyard. No watercraft of any description will be permitted to remain moored to the Club's jetties overnight or in a severe storm.
- 3.3. Any watercraft in excess of 10 metres in length and which are likely to occupy more than a 10 (ten) metre space on a jetty, may only be moored for embarking, disembarking, loading or unloading, against the permanent walled stone and concrete structure and mooring point of the Club next to the slipway.
- 3.4. The cleaning or maintenance of watercraft temporarily moored on the jetties may only be undertaken outside of times when other members using the jetties will not be unreasonably inconvenienced.
- 3.5. Deviation from any of the above rules will lead to cancellation of membership of the Club.