

FISH HOEK BEACH SPORTS CLUB NPC

RULES

Rules of the Company made under section 15 of the Companies Act 71 of 2008

Effective: 22 August 2026

These are the Rules of Fish Hoek Beach Sports Club NPC (the Club), a non-profit company incorporated under the Companies Act 71 of 2008. These Rules are made under section 15 of the Companies Act and are subordinate to the Companies Act and to the Club's Memorandum of Incorporation (MOI). In the event of any conflict, the Companies Act and the MOI prevail over these Rules.

1. TITLE

The name of the Company is FISH HOEK BEACH SPORTS CLUB NPC, a non-profit company incorporated under the Companies Act, referred to in these Rules as the Club. The registered office and headquarters of the Club shall be at Fish Hoek, Cape Town.

2. DEFINITIONS

Unless the context indicates otherwise, the following words and expressions bear the meanings assigned to them:

- "Active Committee Member" means a member of the Executive Committee who currently holds office, excluding any vacant position and any member on a leave of absence granted by the Executive Committee;
- "Annual General Meeting" or "AGM" means the general meeting of the Club convened in terms of Clause 17;
- "Board" means the board of Directors of the Company;
- "By-Laws" means the by-laws made by the Executive Committee under Clause 15, as amended from time to time;
- "Club" means Fish Hoek Beach Sports Club NPC, the non-profit company incorporated under the Companies Act and governed by the Memorandum of Incorporation and these Rules;
- "Code of Conduct" means the FHBSC Code of Conduct adopted by the Club, as amended from time to time;
- "Companies Act" means the Companies Act 71 of 2008, as amended from time to time;
- "Company" means Fish Hoek Beach Sports Club NPC, the non-profit company also referred to in these Rules as the Club;
- "Director" means a director of the Company appointed in terms of these Rules and the Memorandum of Incorporation, and holding office as contemplated in the Companies Act;
- "Executive Committee" or "Committee" means the committee constituted under Clause 15, in which the management of the Club vests;
- "Financial Year" means the accounting year of the Club, ending on 31 May each year;
- "Flag Officer" means the Commodore, the Vice-Commodore, the Rear-Commodore Treasury and the Rear-Commodore House and Grounds, as set out in Clause 16, ranking in seniority in that order; and 'Flag Office' means the office held by a Flag Officer;
- "General Meeting" means an Annual General Meeting or a Special General Meeting;
- "Member" means a person admitted to any category of membership under Clause 8 whose membership has not lapsed or been terminated; and 'Membership' has a corresponding meaning,

provided that membership of the Club is an association membership regulated by these Rules and confers no rights as a member of the Company under the Companies Act;

- “Member in good standing” means a Member who has paid all subscriptions, fees and other amounts due to the Club, and who is not under suspension or subject to any current disciplinary sanction restricting the rights of membership;
- “Membership Year” means the period of twelve months commencing on 1 August each year, being the period in respect of which annual subscriptions are payable under Clause 10;
- “Memorandum of Incorporation” or “MOI” means the Memorandum of Incorporation of the Company registered with the Companies and Intellectual Property Commission, as amended from time to time;
- “Minor” means a person under the age of eighteen (18) years;
- “Officer” means any member of the Executive Committee, including each Flag Officer and the Honorary Secretary;
- “Ordinary Resolution” means a resolution passed by a simple majority of those present and entitled to vote at a duly constituted General Meeting or Executive Committee meeting, as the context requires;
- “PAIA” means the Promotion of Access to Information Act 2 of 2000, as amended from time to time;
- “POPIA” means the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- “Rules” means these rules of the Club made under section 15 of the Companies Act, as amended from time to time, being subordinate to the Companies Act and the Memorandum of Incorporation;
- “Special General Meeting” or “SGM” means a general meeting of the Club, other than the Annual General Meeting, convened in terms of Clause 17;
- “Special Resolution” means a resolution passed by a majority of not less than two-thirds of the Members present and entitled to vote at a General Meeting, being the majority required under Clause 22 and Clause 36;
- “writing” and “written” include any visible reproduction of words, including electronic communication and material distributed or displayed digitally.

3. NATURE AND CAPACITY

3.1 The Club is a non-profit company incorporated under the Companies Act, without members, having a separate legal identity and existence distinct from its Members, Directors and Officers. The Club is governed by its Memorandum of Incorporation, and these Rules regulate the internal affairs of the Club subject to the Memorandum of Incorporation and the Companies Act. The Company has no members as contemplated in the Companies Act; legal control of the Company vests in its board of Directors.

3.2 The Club shall not operate for profit.

3.3 The Club shall exist indefinitely until wound up or dissolved in accordance with the provisions of these Rules. The Club shall continue to exist notwithstanding any changes in its membership or its Officers.

3.4 As a juristic person, the Club has full legal capacity to:

- (a) perform any and all legal acts for the pursuit of and in conformity with its objectives, including the capacity to enter into contracts, to make and receive donations and to enter into any agreement, provided that the Club may not accept any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof,
- (b) have, acquire, own and be endowed with rights, duties, property, assets and liabilities; and

- (c) sue and be sued in its own name.

3.5 No Member or Officer shall, in his or her personal capacity, have any rights, title or interest in or to the funds, property or other assets of the Club solely by virtue of their position as Member or Officer.

3.6 No income, property or other assets of the Club shall be distributable to its Members or Officers, except as reasonable compensation for services rendered.

4. OBJECT

The object of the club shall be the encouragement of recreational water activities at Fish Hoek Beach, including but not limited to surfski paddling and other beach-based sports.

5. MISSION STATEMENT

Fish Hoek Beach Sports Club is a vibrant, inclusive community hub nestled behind the dunes of Fish Hoek Beach in Cape Town. Our mission is:

To foster a welcoming family-orientated environment where people of all ages come together to embrace active lifestyles, promote physical fitness, and build lasting community connections through the joy of beach-based sports.

We are committed to operating with the highest professional standards of administration, governance, and control. Our club is managed in a transparent, accountable, and responsible manner, guided by sound democratic processes and ethical leadership that serve the best interests of our members and the wider community.

We uphold prudent financial management to ensure the long-term sustainability of the club, while fostering a positive, supportive social culture that reflects fairness, inclusion, and respect. As custodians of our coastal environment, we actively promote environmentally responsible practices that protect and preserve Fish Hoek Beach for present and future generations.

Through these commitments, Fish Hoek Beach Sports Club seeks to be a trusted and endearing institution within Cape Town, one that develops athletes, strengthens families, and contributes positively to the wider community while maintaining the highest standards of integrity, stewardship and sporting excellence.

6. ENVIRONMENTAL RESPONSIBILITY

Fish Hoek Beach Sports Club recognises its location adjacent to one of Cape Town's most ecologically sensitive coastal environments. As stewards of the beach, dunes, and False Bay marine ecosystem, the Club is committed to environmental responsibility and sustainability. The Club shall:

- Promote and actively practice environmentally responsible conduct among all members, visitors, and event participants, including the proper disposal of waste, support the elimination of single-use plastics, and prevention of pollution during all Club activities
- Minimise its ecological footprint by maintaining the clubhouse and grounds in an eco-conscious manner, supporting beach clean-ups, dune rehabilitation efforts where appropriate, and complying fully with local environmental regulations and City of Cape Town coastal management policies
- Educate members and the broader community on marine and coastal conservation, including the protection of marine life, responsible water use, and the importance of preserving Fish Hoek Beach's natural beauty for future generations
- Collaborate with relevant authorities, environmental organisations, and neighbouring clubs (such as surf lifesaving and other beach-user groups) to address threats to the local environment, such as pollution, erosion, or habitat disturbance.

Environmental considerations shall be integrated into all Club decision-making, events, and operations, reflecting a core value of sustainable enjoyment of the ocean and beach. Any breach of these principles may be addressed under the Club's disciplinary procedures.

7. CHILD SAFEGUARDING

7.1 Commitment

The Club cares about the safety and wellbeing of children, and the safety of minors (persons under 18) is a primary concern in the conduct of organised Club activities. The Club seeks to provide an environment in which children can participate in beach-based sports safely and enjoyably.

7.2 Primary Responsibility of Parents and Guardians

Parents and guardians bear primary responsibility for the care, supervision and conduct of their children while at the Club or on its premises. Except where a child is participating in a supervised activity expressly organised by the Club, the Club does not assume responsibility for the general supervision of children, and a parent or guardian (or a responsible adult nominated by them) must remain responsible for the child. Parents and guardians are responsible for satisfying themselves that any activity is appropriate for their child and for their child's water-readiness and use of appropriate safety equipment.

7.3 The Club's Role

In relation to activities it organises for minors, the Club shall take reasonable steps to provide appropriate supervision and a safe environment, having regard to the nature of the activity and the resources of the Club as a voluntary, member-run association. Nothing in this clause makes the Club the guarantor of a child's safety or displaces the responsibility of parents and guardians under Clause 7.2.

7.4 Mandatory Reporting

Any member who reasonably suspects that a minor has been harmed, abused, or is at risk of harm must report the matter without delay to the Club's Safeguarding Officer and/or the appropriate statutory authority in terms of applicable law. No member may ignore or privately resolve such concerns.

7.5 Conduct of Adults Working with Minors

Any member, coach or official who supervises or works with minors in an organised Club activity must treat minors with respect and maintain appropriate boundaries; keep physical contact appropriate and necessary; maintain transparency and, wherever practicable, avoid one-on-one unsupervised situations with a minor who is not their own child; and must not engage in abusive, exploitative or inappropriate behaviour, form inappropriate personal relationships with minors, communicate privately with minors outside Club purposes, or be under the influence of alcohol or drugs while responsible for minors.

7.6 Safeguarding Officer

The Committee shall appoint a Safeguarding Officer to receive and manage safeguarding concerns. The Club's Safety Officer shall fulfil this role.

7.7 Breach

Any breach of this clause constitutes serious misconduct and shall be dealt with in terms of Clause 13 (Conduct of Members and Disciplinary Procedures), including immediate interim measures where necessary.

8. MEMBERSHIP

Membership of the Club shall consist of persons duly elected to one or other of the following categories:

- A Ordinary Member

- B Honorary Member
- C Temporary Member
- D Country Member
- E Student Member

8.1 Ordinary Members

An ordinary member shall be a member who either resides, works or carries on his business, profession or occupation within a radius of 80 (eighty) km of Fish Hoek (incorporates member's family under the age of 18 (eighteen) years). Persons joining the Club as part of a Family Membership (parents and their children), are regarded as Ordinary Members.

8.2 Honorary Members

The Club in Annual General Meetings may elect Honorary members who will be free from further subscriptions.

8.3 Temporary Members

The Executive Committee is authorized to admit temporary members to the Club at a daily subscription specified in the Club By-laws provided that no such member shall be entitled to remain as a temporary member for a period in excess of 6 (six) consecutive calendar months.

8.4 Country Members

A Country Member shall be a person who ordinarily resides outside the radius of 80 (eighty) km from the Club House in Fish Hoek. The conditions for the election of a Country member shall be the same as that of an Ordinary Member.

8.5 Student Members

Student Members shall be persons over the age of 14 (fourteen) years, and under 21 (twenty one) years, or who are bona fide students at a recognized educational institution. Any Student Member shall become eligible for Ordinary Membership at the commencement of the season following his or her 21st birthday or the date of the completion of his/her studies.

9. NOMINATION AND ELECTION TO MEMBERSHIP

Except where otherwise provided in these Rules, candidates for membership shall be nominated as follows:

Every candidate shall be proposed by one and seconded by another Club member (other than members of the Executive Committee), to whom the candidate must be personally known.

The "Application for Membership Form", duly completed online, together with the subscription, shall be forwarded to the Secretary of the Club, after which the candidate's application shall be considered.

Any person applying for membership of Fish Hoek Beach Sports Club shall be required, as part of the new member application process, to formally declare that they were a member in good standing of any previous sports club or clubs to which they belonged. Such declaration shall confirm that the applicant was not subject to disciplinary action, suspension, or outstanding financial obligations at the time of leaving any prior club, and that their membership concluded in accordance with the rules and standards of those organisations.

A copy of the Club's Rules and By-Laws shall be forwarded to each member subsequent to a successful application. No candidate whose proposal for membership has been rejected shall be considered for election as a member of the Club until the expiration of twelve months from the date of rejection.

The Executive Committee may cancel the membership of any member within six months of the date of election and such member shall not have the right to make any appeal whatsoever nor to demand the reasons for such cancellation of membership, but the subscription and entrance fee (if any) shall be refunded in full.

The Executive Committee may at any time suspend the election of new members either wholly or in part and may place all or any candidates for membership on a waiting list for future consideration.

10. SUBSCRIPTIONS

Annual subscriptions shall be due and payable on the 1st day of August each year and notices to this effect shall be sent to members prior to that date.

Subscriptions shall be determined from time to time by the Executive Committee and published in the By-Laws. Members joining the Club during the financial year shall pay a pro-rata proportion of the annual subscription calculated from the date of application for membership until the end of the financial year. Membership dues shall be paid in full at the time of admission to the Club.

11. NON-PAYMENT OF SUBSCRIPTION

If any member's subscription shall remain unpaid by the 31st October, he or she shall no longer be considered a member of the Club. Such defaulting members shall automatically cease to be a member of the Club unless and until he or she shall have furnished a satisfactory explanation to the Executive Committee which thereafter, upon payment of his or her of all arrears, reinstate him or her as a member.

12. RESIGNATIONS

Resignations must be submitted to the Secretary in writing. A member who fails to notify the Secretary of the Club before the renewal date for subscriptions shall be liable for the subscription for the ensuing year.

13. CONDUCT OF MEMBERS AND DISCIPLINARY PROCEDURES

13.1 Purpose and Guiding Principles

13.1.1 This clause governs the standards of conduct expected of all members and establishes fair and transparent procedures for addressing breaches thereof.

13.1.2 All disciplinary proceedings shall be conducted in accordance with the principles of natural justice, including the right to be heard, impartiality, and reasoned decision-making.

13.1.3 This clause must be read in conjunction with:

- (a) Clause 6 (Environmental Responsibility);
- (b) Clause 7 (Child Safeguarding);
- (c) Clause 15 (Executive Committee); and
- (d) The FHBSC Code of Conduct.

13.2 Standards of Conduct

A member of any category may be subject to disciplinary action where, in the opinion of the Executive Committee, that member has:

- (a) Conducted themselves in a manner unworthy of a member of the Club;
- (b) Acted in a manner prejudicial to the interests or reputation of the Club;

- (c) Breached these Rules or the Club's Code of Conduct; or
- (d) Failed to comply with any lawful directive of the Executive Committee.

13.3 Preliminary Investigation

13.3.1 Upon receipt of a complaint, the Executive Committee shall appoint a Disciplinary Officer or Disciplinary Sub-Committee.

13.3.2 The appointed body shall:

- (a) Conduct an impartial investigation;
- (b) Gather relevant evidence, including written statements; and
- (c) Determine whether a prima facie case exists.

13.3.3 Where necessary to safeguard members or the Club, the Executive Committee may impose interim measures, including suspension of the member's use of Club premises and privileges, pending the outcome of proceedings.

13.4 Notice of Hearing

13.4.1 Where a prima facie case is established, the member shall be given written notice of the disciplinary hearing no less than seven (7) days prior to the hearing.

13.4.2 Such notice shall include:

- (a) Detailed allegations and relevant facts;
- (b) Reference to the specific provisions allegedly breached;
- (c) The date, time, and venue of the hearing;
- (d) The possible sanctions; and
- (e) The rights afforded to the member under Clause 13.5.

13.4.3 Notice shall be given no less than seven (7) days prior to the hearing.

13.5 Rights of the Member

The member shall have the right to:

- (a) Be heard and present their case;
- (b) Submit documentary or other evidence;
- (c) Call witnesses;
- (d) Question evidence presented against them; and
- (e) Be assisted or represented by another member of the Club.

The Executive Committee shall afford the member a reasonable opportunity to disprove, explain, or justify their conduct, and shall set a reasonable timeline for doing so.

13.6 Disciplinary Hearing

13.6.1 The hearing shall be conducted by a Disciplinary Committee appointed by the Executive Committee.

13.6.2 No person involved in the investigation or with a conflict of interest may serve on the Disciplinary Committee.

13.6.3 Proceedings shall be conducted fairly, expeditiously, and in a manner appropriate to an amateur sporting environment.

13.6.4 A written record of the proceedings shall be maintained.

13.7 Findings and Sanctions

13.7.1 The Disciplinary Committee shall determine the matter on a balance of probabilities.

13.7.2 Where misconduct is established, the Committee may impose one or more of the following sanctions:

- (a) Verbal or written warning;
- (b) Final written warning;
- (c) Suspension from use of Club premises and privileges for a defined period;
- (d) Restriction from specific Club activities or facilities;
- (e) Termination of membership; or
- (f) Any other sanction reasonably aligned with the Club's objects and Code of Conduct.

13.7.3 Sanctions shall be proportionate, consistent with precedent, and take into account mitigating and aggravating factors.

13.7.4 In addition to any sanction imposed under this clause, the Disciplinary Committee or the Executive Committee may order a member found guilty of misconduct to pay the reasonable costs incurred by the Club in conducting the disciplinary proceedings, including the costs of an independent chairperson or advisor where appointed.

13.8 Communication of Outcome

13.8.1 The decision, including reasons and any sanction imposed, shall be communicated to the member in writing within a reasonable period.

13.8.2 The decision shall be recorded in the Club's official records.

13.9 Appeals

13.9.1 A member may appeal the decision by submitting written notice to the Secretary within ten (10) days of receipt of the outcome.

13.9.2 Appeals shall be heard by an Appeals Committee appointed by the Executive Committee. No person who conducted the investigation, served on the Disciplinary Committee, or otherwise participated in the decision being appealed, or who has a conflict of interest in the matter, may be appointed to or serve on the Appeals Committee. Where the Executive Committee cannot constitute a sufficiently independent Appeals Committee from among its own members, it may appoint one or more suitably impartial persons who are not members of the Executive Committee to serve on the Appeals Committee.

13.9.3 An appeal shall be limited to:

- (a) Procedural irregularity;
- (b) New evidence not reasonably available at the original hearing; or
- (c) A sanction that is disproportionate to the offence.

13.9.4 The decision of the Appeals Committee shall be final and binding.

13.10 Confidentiality

13.10.1 All disciplinary matters shall be treated as confidential.

13.10.2 Information shall only be disclosed where necessary for the proper administration of the process or where required by law.

13.11 Consistency with External Bodies

13.11.1 Where the Club is affiliated to any regional or national sporting body, this clause shall be applied in a manner consistent with the disciplinary frameworks of such bodies.

13.11.2 In the event of conflict, the requirements of the governing body shall take precedence where applicable.

14. VOTING RIGHTS OF MEMBERS

Members of all categories, and in good standing, shall have a voice and vote in the management or control of the club, provided that any such member shall have attained the age of eighteen (18) years.

15. EXECUTIVE COMMITTEE

15.1 Composition

The Executive Committee shall consist of no less than five (5) members, that is to say no less than three (3) Flag Officers and an Honorary Secretary.

The Commodore and the Flag Officers shall be elected by the members at the Annual General Meeting in terms of Clause 16.

The remaining members of the Executive Committee, including the Honorary Secretary, shall be nominated by the Commodore and the Flag Officers and shall be appointed upon approval by a majority of the sitting members of the Executive Committee, provided that immediately following an Annual General Meeting such approval shall be given by the newly elected Commodore and Flag Officers. Appointments under this paragraph shall be made as soon as practicable after the Annual General Meeting, and a member so appointed shall hold office for the remainder of the term of the Executive Committee and shall be eligible for re-appointment.

15.2 Term of Office

The Executive Committee shall hold office for a term of one (1) year, from the conclusion of the Annual General Meeting at which the Commodore and Flag Officers are elected until the conclusion of the following Annual General Meeting. Retiring members of the Executive Committee shall be eligible for re-election.

15.3 Meetings, Quorum and Voting

The Executive Committee shall meet once every month.

Unless otherwise provided in these Rules, a majority of the Active Committee Members shall form a quorum at any Executive Committee meeting and any decision shall be by majority vote.

Any member of the Executive Committee having personal interest in any contract or financial dealing of the Club shall disclose such interest and shall be precluded from voting on the matter. Should such a member not disclose his or her interest he or she shall be deemed guilty of improper conduct.

The Executive Committee may fill any vacancy that may occur in its body during its year of office.

15.4 Public Officer, Information Officer and Safety Officer

The Executive Committee shall appoint a Public Officer and an Information Officer from among the sitting members of the Executive Committee. The position of Safety Officer shall likewise be held by a sitting member of the Executive Committee.

15.5 The Board and the Company

As a non-profit company, the Club is managed by a Board of Directors comprising not fewer than three (3) Directors, together with a Public Officer, as contemplated by the Companies Act. The Directors and the Public Officer shall be appointed in accordance with the Memorandum of Incorporation, and shall be drawn from among the sitting members of the Executive Committee serving in Flag Office, so as to give effect to the election of the Commodore and Flag Officers by the Members of the Club.

The Directors constitute the Board in which the statutory management of the Company vests, and nothing in these Rules limits or derogates from the duties and powers of the Directors under the Companies Act. Subject to the Companies Act and the Memorandum of Incorporation, the Executive Committee and the Flag Officers shall continue to conduct the affairs of the Club in accordance with these Rules.

15.6 Powers of the Executive Committee

The Executive Committee shall have the following powers:

- to transact all business of the Club that is not explicitly required by these Rules to be approved or decided by the members at a General Meeting;
- to make, amend and rescind By-Laws for the conduct of the Club, provided such By-Laws are not in conflict with these Rules, a copy of all such By-Laws being available on the Club website for the information of members;
- to maintain written portfolio descriptions for each office and position of the Club in the By-Laws (Part I), setting out the purpose, core duties, reporting line and term of each, and to amend such portfolio descriptions by ordinary resolution, provided that no portfolio description shall be inconsistent with these Rules and that, where a function of any office is established by these Rules, the corresponding portfolio description shall elaborate upon, and shall not derogate from or contradict, that function; and
- to establish, by ordinary resolution, such additional portfolios, offices and sub-committees as it considers necessary or desirable for the effective management of the Club, and to define their responsibilities, delegate functions to them, and dissolve them, provided that any such portfolio, office or sub-committee shall remain accountable to the Executive Committee and shall not exercise any power reserved by these Rules to the members in General Meeting, and provided further that the establishment of any such portfolio, office or sub-committee shall not relieve the Executive Committee of its responsibilities under these Rules.

16. FLAG OFFICERS

16.1 The Flag Offices

The Flag Officers of the Club shall be as follows:

- The Commodore
- The Vice-Commodore
- The Rear-Commodore Treasury
- The Rear-Commodore House and Grounds

The Flag Officers rank in order of seniority in the sequence in which they are listed in this clause, the Commodore being the most senior.

16.2 Eligibility

Only persons that have served on the Executive Committee shall be eligible for Flag Office. If no nominations for Flag Office are received and accepted from within the Executive Committee at the time of the AGM, nominations from outside the Executive Committee will be accepted.

16.3 Nomination and Election

Upon the election of the Commodore at the Annual General Meeting, the Commodore may nominate candidates for the offices of Vice-Commodore, the Rear-Commodore Treasury and Rear-Commodore House and Grounds, subject to the eligibility requirements of this clause. Each candidate so nominated shall be put to the members present at that Annual General Meeting and shall be elected to the relevant Flag Office if approved by a majority of those present and entitled to vote. Where the Commodore does not nominate a

candidate for a Flag Office, or where a nominated candidate is not approved by the members, that office shall be filled by nomination and election of the members at the same meeting, in the manner provided for the office of Commodore.

16.4 Transition

Where a newly elected Commodore has not previously served as a Flag Officer, the outgoing Commodore shall remain in Flag Office for the year following that Annual General Meeting in order to ensure an orderly transition; and where a newly elected Rear-Commodore Treasury has not previously served as a Flag Officer, the outgoing Rear-Commodore Treasury shall likewise remain in Flag Office for that year. A Flag Officer continuing in office under this paragraph shall hold one of the Flag Offices listed in this clause and shall not serve as an additional member of the Executive Committee.

16.5 Vacancies

Should any Flag Office become vacant during a serving year, the Executive Committee shall be responsible for electing a suitable replacement at the next committee meeting after the vacancy occurs.

16.6 Acting Commodore

Should the position of Commodore become vacant during a serving year, the Vice-Commodore shall stand in as acting Commodore until the next Annual General Meeting, at which time a new suitable Commodore shall be elected.

17. GENERAL MEETINGS

17.1 Annual General Meetings

The Annual General Meeting of the Club shall be held in the month of June each year. The Agenda of such a meeting shall be distributed to members electronically fourteen days prior to the meeting. The Club's accounts shall be closed annually on the 31st May. The business of the Annual General Meeting shall be as follows:

- Apologies
- Confirmation of Minutes
- Treasurer's Report
- Commodore's Report
- Election of Commodore and Flag Officers
- General

Nominations for the office of Commodore shall be proposed by a member and seconded by another member and shall signify his or her acceptance. Nominations shall be called for immediately prior to an election at a General Meeting. A quorum of any General Meeting of the Club shall not be less than 25 (twenty-five) members. Except where otherwise specifically provided in these Rules, a decision, resolution or election at a General Meeting or Special General Meeting shall be by majority of those present.

17.2 Special General Meeting

The Executive Committee may, and upon requisition signed by no less than ten members, call a Special General Meeting of the Club. Any such requisition shall state the business for which a meeting is desired.

Not less than 14 (fourteen) days prior to any Special General Meeting a notice shall be distributed to members electronically. Such notice shall state the business for which such a meeting is called and any decisions and resolutions shall be confined to the scope thereof.

A quorum shall be 25 (twenty-five) Club Members. Should no quorum be present on the specified date for a Special General Meeting, the Chairman shall postpone the meeting for a period of 14 days to be reconvened at the same place and time. Should there again be no quorum present, the meeting shall not proceed.

18. CHAIRMAN AT MEETINGS

In the absence of the Commodore, the senior Flag Officer present shall preside at any General Meeting. Should none of the aforementioned office-bearers be present, the Meeting shall appoint a Chairman. The Chairman shall have, in addition to a deliberative, a casting vote in the event of equality of voting.

19. INTERPRETATION

If any question or dispute should arise at any meeting of the Club as to the interpretation or meaning of the Rules, the Chairman of such meeting shall give a ruling. Any member present may object to such ruling whereupon the ruling shall be submitted to the meeting for final decision.

The Companies Act and the Memorandum of Incorporation are the supreme governing instruments of the Club, and these Rules are subordinate to and must be read subject to them; in the event of any conflict, the Companies Act and the Memorandum of Incorporation prevail over these Rules. Subject to the foregoing, these Rules prevail over the By-Laws, the Code of Conduct, and any other rule, policy or resolution of the Club; and in the event of any conflict between the By-Laws and the Code of Conduct, the By-Laws prevail.

20. VOTING

Members in good standing shall be entitled to vote at any General Meeting of the Club. Voting shall be by show of hands unless any member requests that the vote shall be by ballot. Except where otherwise in those rules specifically provided, a decision or resolution of a General Meeting shall be by a majority.

21. MOTIONS

Any motion put at a General Meeting of the Club shall be proposed by a member and seconded by another member.

22. ALTERATIONS TO THE RULES

No alteration to, addition to or deletion from these Rules shall be allowed except by a majority of not less than two-thirds of members present at a General Meeting. No resolution involving any alterations to, or addition to or deletion from these Rules shall be put to a General Meeting unless notice thereof shall have been distributed to members electronically not less than 14 days immediately prior to such General Meeting. Any alteration to these Rules must be consistent with the Memorandum of Incorporation and the Companies Act, and the Rules as altered shall be filed with the Companies and Intellectual Property Commission as and where required.

23. BANK ACCOUNT

Monies received on behalf of the Club shall be placed to the credit of the Club at its bank or in any Savings Account or such Trust Funds or other Financial Institutions as may be acceptable to the Executive Committee from time to time.

Any project, capital expenditure, contract, or payment exceeding the financial threshold stipulated in the By-laws shall require prior approval by resolution of the Executive Committee at a duly constituted meeting. Following such approval, any such payment must be authorised and signed off by two of the following office-bearers: the Commodore, the Vice-Commodore, and the Rear-Commodore Treasury. This dual-signature

requirement is intended to ensure proper financial oversight, accountability, and protection of the Club's assets.

For the avoidance of doubt, no such expenditure may proceed without both the Executive Committee's approval and the required dual authorisation. The Executive Committee may from time to time review the financial threshold by ordinary resolution, subject to confirmation at the next Annual General Meeting.

24. PROCUREMENT AND TENDERING

24.1 Any project, contract, or procurement of goods or services with a value exceeding the tender threshold stipulated in the By-laws shall be subject to a formal tender process before any commitment is made on behalf of the Club.

24.2 Tenders shall be advertised to all members in good standing and members shall be eligible to submit tenders on equal terms with external parties.

24.3 Any member awarded a tender shall personally perform all services and works required under that contract. No subcontracting of any portion of the services or works to any third party is permitted under any circumstances.

24.4 The Executive Committee shall evaluate all tenders and award contracts in accordance with the tender procedures set out in the By-laws, having regard to price, quality, relevant experience, and the best interests of the Club.

24.5 The dual-authorisation requirement of Clause 23 applies to all payments made under a tendered contract.

24.6 The tender threshold shall be determined by the Executive Committee and published in the By-laws. The Executive Committee may revise the threshold by ordinary resolution, subject to confirmation at the next Annual General Meeting.

25. COMMERCIAL ACTIVITIES BY MEMBERS

25.1 General Principle

No Member may conduct, advertise, or operate any business or commercial activity for profit within the Fish Hoek Beach Sports Club premises, facilities, events, or using the Club's name, branding, membership lists, or resources without the prior written approval of the Executive Committee.

All approved commercial activities must serve the best interests of the Club's membership by enhancing the Club experience, supporting member development, or adding value to Club activities. Where multiple Members offer similar or competing services, they shall conduct their activities with courtesy, professionalism, and fairness, avoiding aggressive solicitation, price undercutting that harms quality, or any behavior that could damage the Club's community spirit.

25.2 Eligibility

Only fully paid-up Members in good standing (with no outstanding subscriptions, fees, or disciplinary issues) may apply. Honorary, temporary, or non-current Members are ineligible.

25.3 Application Process

Members must submit a formal written application to the Executive Committee. Applications will be considered at the next scheduled Executive Committee meeting, provided they are received at least fourteen (14) days prior.

25.4 Application Requirements

The following must be submitted in writing:

- Full name, membership number, and contact details of the applicant.
- Detailed description of the proposed business/activity, including the specific services/products offered, pricing, and how the activity will benefit Club Members.
- Specific areas of the Club to be used (e.g., beach area, clubhouse, parking) and proposed times/days of operation.
- Duration of approval requested (maximum one year).
- Declaration of any potential conflicts of interest.
- Evidence of appropriate qualifications, public liability insurance, and business registration.
- An undertaking to operate in the best interests of the membership, compete courteously with other approved providers, comply with all Club rules and any conditions of approval, and maintain high standards of professionalism and sportsmanship.

It is the sole responsibility of the operator, throughout the period of approval, to obtain and maintain all qualifications, public liability insurance, business registrations, licences, permits and other authorisations required for the activity, and to comply at all times with all applicable South African laws and municipal regulations. The operator warrants that these are, and will remain, valid for the duration of the approval, and must produce evidence of them to the Executive Committee on request. The Club does not verify, monitor or accept responsibility for the operator's compliance, and assumes no liability arising from the operator's activities. The operator conducts the activity at its own risk and indemnifies the Club, its Officers and members against any claim, loss, damage or liability arising from the activity or from any failure by the operator to comply with this clause. Any lapse in the required insurance, registrations or authorisations, or any material non-compliance, shall automatically suspend the approval until remedied. This clause is in addition to, and shall be read with, Clause 30 (Club Liability and Indemnity).

25.5 Approval Criteria

The Executive Committee has sole discretion to approve, reject, or impose conditions on any application. Decisions will consider:

- Benefit and value to the Club and its Members.
- Alignment with the Club's objectives and the "best interest of the membership" principle.
- Potential impact on existing approved providers and overall Club harmony.
- Fairness and prevention of monopolies where appropriate.
- Health, safety, and legal compliance.

Approval will be granted in writing and may include conditions such as operating hours, designated areas, reporting requirements, and the annual fee payable to the Club.

25.6 Annual Fee

All approved commercial activities are subject to an annual facility/commercial usage fee payable to the Club. The fee amount will be determined by the Executive Committee and must be paid in full before operations commence and annually thereafter. Failure to pay the fee by the due date will result in suspension of approval. The fee shall be determined by the Executive Committee having regard to the nature of the commercial activity, the type and extent of Club infrastructure and facilities utilised by the approved member, and the impact of such use on the Club and its members generally.

25.7 Duration, Review and Revocation

Approvals are granted for a maximum of twelve (12) months and must be renewed annually by way of written notice. The Executive Committee may review or revoke approval at any time if the Member:

- Breaches Club rules or conditions of approval.
- Fails to maintain courteous competition or acts against the best interests of the membership.
- Causes disruption or complaints.
- Ceases to be a paid-up Member in good standing.

25.8 Non-Compliance

Unauthorised commercial activities or breaches of this policy will result in disciplinary action, which may include suspension or termination of membership.

25.9 Guidelines

The Executive Committee may issue and update detailed guidelines and a fee schedule relating to commercial activities. These guidelines shall be consistent with this Clause.

26. ANNUAL FINANCIAL REVIEW OR AUDIT

The Company shall have its annual financial statements audited or independently reviewed as required by the Companies Act and its Regulations, having regard to the Company's public interest score for the relevant financial year. The Executive Committee shall for this purpose appoint a reputable and suitably qualified accounting firm or registered auditor, who shall be independent of the Club and of any person who prepared or compiled the financial statements. The audit or independent review shall be conducted annually after the Club's accounts have been duly closed. The Company's financial statements shall be presented to the Members at the relevant Annual General Meeting; however, owing to the timing of the annual closing of the accounts, the findings of the completed audit or independent review may not be available at that time and shall thereafter be made available to Members upon request.

27. IMMOVABLE PROPERTY

The Club shall have the power to acquire, own or dispose of immovable property.

The Club shall have the power to borrow money under security of property, immovable or movable, and to authorise the execution of such mortgage bonds as may be necessary to effect this purpose.

28. LEGAL PROCEEDINGS

The Commodore at the time being shall, when authorised to do so by the Executive Committee, take or defend any legal proceedings for, or on behalf of the Club.

Service of any process upon the Commodore shall be deemed to be a service upon the club.

29. DAMAGE TO CLUB PROPERTY

A member shall be responsible for any damage done to Club property whether such damage is done by the member or any one or more of his guests.

30. CLUB LIABILITY AND INDEMNITY

30.1 The Club shall not be liable for any property lost, stolen or damaged or mislaid on the Club premises nor shall the Club be responsible for bodily injury to any person while upon the Club premises.

30.2 No Officer shall be personally liable for any loss, damage or liability arising from any act, omission, decision or default made or omitted in good faith in the course of carrying out their duties on behalf of the Club, save where it arises from that Officer's fraud, dishonesty, gross negligence or wilful misconduct.

30.3 The Club shall, to the extent permitted by law and out of its own funds and assets, indemnify every Officer against all costs, claims, expenses and liabilities reasonably incurred by them in the proper performance of their duties for the Club, provided that this indemnity shall not extend to any liability arising from that Officer's fraud, dishonesty, gross negligence or wilful misconduct.

30.4 Responsibility Beyond Club Premises

Once a member, guest, or other person leaves the Club premises - including while on the sea and/or on the beach beyond the bounds of the Club premises, or engaged in any activity away from the Club - that person is solely responsible for their own safety. Clause 30.1 governs the Club's position only while a person is on Club premises, and nothing in this Clause 30.4 shall be construed as extending, reducing, or otherwise affecting the Club's position under Clause 30.1.

30.5 Liability for Supervised Minors

Any parent, guardian, or adult who supervises or takes responsibility for a minor, whether on or away from Club premises, including in terms of Clause 7.2, is personally liable for the safety and conduct of that minor during the period of supervision. Nothing in this Rule imposes on the Club any liability for the acts, omissions, or safety of a minor under the supervision of a parent, guardian, or other adult.

31. CLUB FLAG

The Club Flag will be a pennant-coloured orange and blue. The colours are divided equally laterally from staff to fly. It will be flown orange colour upmost.

A rondel coloured equally orange, white and blue with the letters F.H.B.S.C. in black across the white centre.

The blue profile shows three breaking waves from left to right.

The rondel is positioned on the centre line of the pennant adjacent to the staff.

The Club colours will be orange, white and blue. The colour blue to be taken as a dark blue (Midnight Blue).

32. RACING

All Club sanctioned races shall be conducted in accordance with relevant association rules and any other regulations as contained in the By-Laws. In addition, all races shall be approved by the Club appointed Safety Officer.

Only Club members or their guests may participate in Club races.

33. FUNCTIONS ON CLUB PREMISES

At the discretion of the Committee, the Club premises may be hired to members or to the public for functions, provided that this should not unreasonably restrict access to and use of the Club by members.

The Executive Committee may from time to time review the terms under which the Club premises are hired to members and to the public, in an effort to optimise the balance between venue availability and club events.

34. VISITORS

No person may introduce a guest more than six times during one year.

No member shall introduce anyone to the Club premises who has been ousted as a defaulter in terms of Clause 11 of these Rules. No person who has been rejected as a member in terms of Clause 9 of these Rules

shall be introduced as a guest without the approval of the Executive Committee within a period of twelve months thereafter and no person who has been twice rejected shall be introduced as a guest thereafter.

35. DATA PROTECTION AND ACCESS TO INFORMATION

35.1 Compliance

The Club is committed to processing personal information lawfully and in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and the Promotion of Access to Information Act 2 of 2000 (PAIA). The Club is the responsible party in respect of the personal information that it processes.

35.2 Information Officer

The Information Officer appointed by the Executive Committee under Clause 15 is the person responsible for the Club's compliance with POPIA and PAIA, including registration with the Information Regulator where required, dealing with requests for access to information, and liaising with the Information Regulator. The Executive Committee may authorise the appointment of one or more deputy Information Officers to assist in this role.

35.3 Lawful Processing

The Club shall collect and process personal information only for lawful purposes connected with its objects and administration, including membership administration, communication with members, event and race management, safety, and compliance with its legal obligations. The Club shall take reasonable and appropriate measures to safeguard personal information and shall not sell or unlawfully disclose the personal information of members or other data subjects.

35.4 Privacy Notice and Data Subject Rights

The Club's privacy notice, setting out how personal information is collected, used, stored and shared, together with the rights of members and other data subjects under POPIA, shall be published on the Club's website. A data subject may exercise their rights, including the right to access, correct or delete their personal information and to object to its processing, by contacting the Information Officer.

35.5 PAIA Manual

The Club's manual prepared in terms of PAIA, describing the records held by the Club and the procedure for requesting access to them, shall be made available on the Club's website and, on request, in such other manner as may be required by law.

35.6 Breach

Any material breach of this clause or of applicable data protection law shall be reported to the Information Officer without delay and, where required by law, to the Information Regulator and to affected data subjects. A breach by a member may be dealt with under Clause 13 (Conduct of Members and Disciplinary Procedures).

36. DISSOLUTION OF THE CLUB

36.1 Trigger for Dissolution

The Club may be dissolved if active membership falls below twenty (20) members and, in the reasonable opinion of the Executive Committee, the Club is no longer sustainable.

36.2 Resolution

36.2.1 The Executive Committee shall convene a Special General Meeting in terms of Clause 17 (General Meetings) to consider dissolution.

36.2.2 Dissolution shall require approval by at least two-thirds (2/3) of members present and entitled to vote.

36.3 Settlement of Liabilities

Upon adoption of the dissolution resolution, the Executive Committee shall ensure that all debts and liabilities of the Club are settled and that its financial affairs are finalised.

36.4 Disposal of Assets

36.4.1 No member shall have any claim to the assets of the Club.

36.4.2 After settlement of all liabilities, the remaining assets shall be transferred to one or more:

- (a) Non-profit organisations, sports clubs, or community bodies with similar objectives; and/or
- (b) Public Benefit Organisations (PBOs) as defined in Section 30 of the Income Tax Act, 1962.

36.4.3 Such organisation(s) must be approved by the members at the Special General Meeting and must utilise the assets solely for public benefit purposes.

36.4.4 The distribution of assets must comply with applicable legislation and shall not be made to any individual or for private gain.

36.5 Finalisation and Compliance

The Executive Committee shall oversee the orderly winding up of the Club, ensure proper record-keeping, and comply with any statutory or regulatory requirements applicable at the time of dissolution, including the requirements of the Companies Act for the winding-up or deregistration of a non-profit company.