



BYELAWS OF THE MBABANE CLUB

Adopted: September 2022

1 PREAMBLE

- 1.1 These Byelaws or rules have been made under the provisions contained in article 39.1 of the Constitution¹ of the Mbabane Club to regulate the affairs of the Club and the conduct of Members.
- 1.2 The General Committee (GC) by a two-thirds majority of committee members, has the authority to prepare, amend, and repeal these Byelaws at any time.
- 1.3 These Byelaws must be read and applied together with the Constitution, and where any inconsistency between these Byelaws and the Constitution may arise, the provisions contained in the Constitution shall prevail.
- 1.4 Each sports section of the Club may have its own Byelaws, but such Byelaws must be approved and confirmed by the GC and must be consistent with these Byelaws and the Constitution of the Club.

2 INTERPRETATION

- 2.1 The GC, sitting with the Trustees, shall be the sole authority for the interpretation of these Byelaws, and its decisions shall be final.

3 MEMBERSHIP

- 3.1 Membership of the Mbabane Club is open to all persons who are 18 years of age or over, of any race, religion, gender, or social status, either resident or non-resident in Eswatini, on application made on the appropriate form, payment of prescribed fees, and upon election by the GC in accordance with article 9 of the Constitution.
- 3.2 Any full member (ordinary, country, life, honorary, senior) may lodge an objection to any person applying for Club membership during the period when the application form is posted on the notice board. The objection and reasons for the objection must be communicated to the GC in preferably writing via the Secretary. At the meeting to consider the membership application, the General Committee will take cognizance of the objection, but may not be bound by it.
- 3.3 The duration of membership is one year or part thereof, from 01 September to 31 August the following year, or in the case of a new member, part of that year to 31 August. Membership is automatically renewed upon payment of subscriptions. Non-payment of annual subscription fees will result in membership being lost, but members will be given a reasonable period, no more than 6 months in extenuating circumstances to pay their subscriptions and maintain their membership. If a member fails to pay the subscription fee, membership will automatically lapse and a new application for membership will be required to re-join the Club.
- 3.4 For the avoidance of doubt, a family member may consist of two adults, either married or in partner-relationship, and children in their care who are under 18 years of age. A family does not necessarily constitute a husband and wife. Children of family members who have reached 18 years cannot be part of a family membership and must become young adult members to use the Club.
- 3.5 Members are provided with membership cards and must produce their card if requested to do so by a GC member or staff member. Membership and membership cards are not transferrable.

¹ As amended October 2021

- 3.6 Members are required to advise the GC or the Club Manager of any changes of address or relevant information.
- 3.7 The Mbabane Club will not share membership information and personal details of members with any outside agency. The Mbabane Club is committed to ensure the privacy and security of all member information. Members have the right of access to the membership information kept by the Mbabane Club for either themselves or any other member but are not permitted to share this information with any other party. Member information shall be limited to that requested on the membership application form.
- 3.8 Membership is not transferrable.

4. MEMBERS

- 4.1 Each Member and their guest shall observe the rules and codes of conduct set out by the Club. Members and their guest shall take responsibility for the security and safety of their belongings and property. Each member and their guest agree that the Mbabane Club will not be liable for any injury, loss, or damage of property or be liable for any claim or expense resulting from any such injury, loss or damage.
- 4.2 Any items found in the Club after closing will be recorded in a lost property book, held for 28 days from the date, and then disposed of.
- 4.3 No member shall remove, damage, or destroy any item of furniture, artwork, equipment, or any other articles belonging to the Club. If a member or their guest causes the loss, damage, or destruction of any such property as described, the member shall bear full responsibility and will be charged the applicable cost.
- 4.4 Members are advised that CCTV cameras are used in various parts of the Club premises.
- 4.5 Members and their guests are expected to observe the following personal code of conduct:
- to behave responsibly and with decorum,
 - to respect your Club, other members, and Club staff,
 - to desist and discourage violence, use of foul language, uttering or displaying obscenities, drunkenness, disruptive, unruly, or aggressive behaviour, drug use, shouting, or any form of antisocial behaviour, and
 - to dress appropriately.
- 4.6 A minimum standard of dress is applicable within the Lang Bar and non-sporting areas of the Club, and the GC and staff reserves the right to bring this to the attention of anyone whose dress is inappropriate and does not meet the standard required.
- 4.7 As a general guide, appropriate dress in the Lang Bar and non-sporting areas of the Club means:
- shoes or sandals must be worn,
 - gentlemen members must wear a shirt, T-short or traditional attire in all areas of the Club except the swimming pool,
 - no swimming costumes in the Lang Bar,
 - no hats to be worn in the Lang Bar by either gentlemen or lady members or their guests.
- 4.8 Firearms, weapons, and dangerous items are not permitted anywhere on Club property.
- 4.9 Members bringing a guest to the Club must enter their name and their guest's name and contact details in the guest register book that is placed near the main door.
- 4.10 No more than two (2) guests may accompany and be signed in by a member on any day or at any one time. A guest who resides in or near Mbabane may only accompany a member on four (4) occasions in a year. Guests who resided further than 16 kilometres from Mbabane may accompany a member more than four times a year. Members are requested to encourage their guests to become members.

- 4.11 Members must always supervise and control the behaviour of their children when at the Club, and under no circumstances must children be left unsupervised within the swimming pool area at any time. Furthermore, members must accompany their children while at the Club; children may not be left unsupervised at any time and must always be accompanied by a responsible adult.
- 4.12 Unless approval is given by the GC, members are not allowed to solicit business or sell or market products at the Club.
- 4.13 Members must not give either their door access tag or share the current door access key code with any non-member.
- 4.14 Members or guests are not permitted to bring pets or animals onto the Club property.

5. GENERAL COMMITTEE

- 5.1 The General Committee comprise the members elected at the Club's annual general meeting and those sport section representatives elected by members participating in each sport section, as provided in the Constitution, plus any members co-opted on to the GC by the GC.
- 5.2 The Club Manager is expected to attend all ordinary meetings of the GC, in full or in part, but the Club Manager, not being an elected member, shall not participate in decisions made by the GC.
- 5.3 Collectively, the GC are responsible for the operational and financial management of the Club, including the sports sections.
- 5.4 Prior approval by the GC is required for all expenditure on works or assets, except:
 - in the case of emergencies or urgent repairs, or
 - by sports sections up to SZL 50,000 where support of the main club is not requested.
- 5.5 Where any works or asset acquisitions are estimated or cost more than SZL 5,000 at least two quotations must be considered and as a rule the cheapest quotation shall be accepted, although exceptions may be made for good reason or where the supplier is a Club member.
- 5.6 Where any works or asset acquisitions are estimated or cost more than SZL 100,000, prior approval of the Trustees is also required.
- 5.7 The Secretary shall keep and maintain in hardcopy form all records and minutes of annual general meetings, extraordinary general meetings, and GC meetings. Membership application forms may be kept in either hardcopy or digital forms. Members may request, in writing to the Secretary, a copy of the minutes of any general meeting. Minutes of meetings are to be approved by majority at the next meeting and signed by the Secretary and President.
- 5.8 The Treasurer shall keep and maintain accurate records, in hardcopy and digital forms, of all income, expenditure, and financial statements. All invoices and payment receipts may be kept only in digital form. Members may request, in writing to the Treasurer, a copy of any annual financial statement or any financial report prepared for the GC.
- 5.9 The GC shall submit the Club's audited annual financial statements to the tax authorities for the purpose of maintaining the Club's non-profit community-based organisation status.
- 5.10 The GC are responsible for communicating with membership on a regular basis and with external parties when requested. The GC shall keep members informed of Club matters, through appropriate media channels such as email, on at least a quarterly basis. The GC shall maintain a website to promote the Club and to communicate with members.

6. SPORTS SECTIONS

- 6.1 Each sport section shall charge a levy or fee for the use of the section sport facility by members. This levy, which shall be approved by the GC, must be reasonable and kept to a minimum, and should

cover the cost of maintaining the facility and providing for improvements as agreed with and approved by the GC. No section may waive a levy or fee without the prior consent of the GC.

- 6.2 As a general rule, the Club may support each sport section with matching funds (i.e., 50%) of the cost of works, such as major repairs, refurbishments, and improvements, and major capital items such as equipment. Club funds for sport section works or equipment is contingent on the following:
- the sport section representative is expected to attend all or most GC meetings and to actively participate in the governance and management of the Club,
 - the sport section prepares an annual financial statement in the form and content directed by the Treasurer for inclusion in the Club's annual financial statement, and on a quarterly basis, submits to the GC a financial report in the form and content directed by the Treasurer.
 - the sport section undertakes fund-raising activities, such as selling of advertising space, holding events and competitions, towards the cost of repairs, refurbishments, improvements, and major capital items.
- 6.3 A sport section that is dysfunctional or delinquent may be disbanded by the GC and the responsibility for the sport facility transferred to the GC who shall operate and maintain the facility until such time as a new sport section committee is elected or appointed. In this context, a dysfunctional or delinquent sport section means, but is not limited to, any one of the following:
- failing to hold an annual general meeting as required by the Club's Constitution and appointing a representative to the GC,
 - the section representative does not attend at least half of GC monthly meetings, or fails to provide an annual financial statement or quarterly financial reports,
 - failing to cooperate with the GC or provide information when requested by the GC,
 - the section is found, after proper investigation and an opportunity to be heard, to have mismanaged the sport facility, financially or otherwise.

7. USE OF CLUB FACILITIES

- 7.1 The use of Club facilities is reserved for members and their guests. Non-members, who are not a guest, may not use any facility of the club except by prior arrangement with and approval of the GC.
- 7.2 Non-member use Club facilities is limited to once-off events or functions; non-members are not allowed access to the Club and to make use of Club facilities on an ongoing basis, except where a junior (under 18 years of age) non-member group is permitted to use a sports facility on designated days and times under the supervision of a responsible, qualified adult.
- 7.3 Access to and use of any Club facility by any member, guest, or other person, is done entirely at the risk of the member, guest, or other person. In the case of junior non-member sporting groups, the group organiser or organisation shall indemnify and keep indemnified the Club against any injury, loss, damage howsoever caused.
- 7.4 The use of the swimming pool by members and their guests is contingent on abiding by the following pool use rules:
- children under the age of 18 must be supervised by a parent or guardian. Supervision of children under 14 years must be from within the fenced area; supervision of children who are over 14 and who can swim may be done from the balcony area.
 - glasses or glass bottles must not be taken into the fenced area,
 - proper swimming costumes or attire must be worn; other sports clothes or underwear is not proper swimming attire and must not be used when swimming. If another sport activity was undertaken immediately prior, please shower before using the pool,

- diving into the pool or running within the pool area is not permitted.

7.5 Club facilities may be used for private functions by members and other persons subject to the following:

- the request to use Club facilities for a private function is made in writing to the Club Manager at least 7 days before. Depending on the number of people attending and the facility to be used, the Club Manager may refer the request to the GC for approval. As a rule, private functions shall not take place where the facility is usually used by many members (for example, the Lang Bar on a Saturday and Sunday afternoons).
- Club facilities may be hired out to non-member groups. Other than the use of the conference room, all such requests by non-members must be referred to GC for approval.
- Where a sport section facility is requested for an event or function, prior approval of the sports section is also required.
- The use of all Club facilities for private events or functions, whether by members or non-members, is subject to a hire charge, as shown in Schedule A.

8 HEALTH AND SAFETY

8.1 The GC shall ensure the provision of safe and healthy sports and social facility and to continually improve the health and safety environment through:

- identify and control potential hazards, and to conduct periodic reviews and inspections,
- directly or indirectly provide, support, or ensure staff training on health and safety matters,
- ensure that adequate measures are taken and equipment available for fire and accident emergencies, and
- ensure compliance with legal health and safety obligations.

8.2 The GC shall prepare, periodically review, maintain, and make available to members, a risk management plan that identifies potential risks on Club property so to act to reduce, eliminate or avoid injury.