

2019



**MOUNT EDGECOMBE**  
COUNTRY CLUB ESTATE

Mount Edgecombe Country Club  
Angling Section (MECCAS)

# [CONSTITUTION AND SUPPLEMENTARY RULES]

This document consists of the constitution and supplementary rules of the Angling section within Mount Edgecombe Country Club.

## **Constitution of**

### **The Mount Edgecombe Country Club Angling Section (MECCAS).**

1. The Section shall be called "Mount Edgecombe Country Club Angling Section" (MECCAS) and its aims will be to promote the sport of angling and provide facilities for its members.

2. Membership will be open to fully paid-up Residential and Non-Residential members of MECC. The number of active members will be adjusted in accordance with the number of lakes/ponds and available angling locations on the waters on Mount Edgecombe Country Club property. This number will be determined by the MECCAS Committee in conjunction with MECC Management and reviewed from time to time as needed.

Acceptance of MECCAS membership shall indicate the member's acceptance of this constitution and its Supplementary rules and his/her undertaking to abide by same.

3. The affairs of the Section shall be controlled by a Committee comprised of a Chairman, Vice Chairman, Secretary/Treasurer, Fisheries Officer and up to 2 committee members.

These positions shall be elected by the members, annually, at the Annual General Meeting. All the above officers shall be over 18 years of age. Voting powers shall be vested in each member except the Chairman, who, if there should be an even vote, would have the deciding vote. A quorum of the committee shall consist of 3 members.

The Committee has the right to co-opt members as required for specific duties and these members can attend committee meetings but shall have no voting powers.

4. The Club fiscal year shall run from the 1 January to the 31<sup>st</sup> December.

5. The Annual General Meeting of MECCAS must be held on or before the 30th of November each year. At the Annual General Meeting, outgoing officials may stand for re-election if they wish. The Committee's term of office will run from midnight of the day of the A.G.M. to midnight of the A.G.M. the following year.

6. Meetings of the Committee shall be held when necessary at MECC on a day and time suitable to all committee members.

7. The Fisheries Officer shall be responsible for arranging MECCAS competitive programmes whether on local or distant waters and shall be empowered to co-opt such members as required, to assist in the arranging and execution of these

activities.

8. The Committee, in conjunction with MECC Management, has the power to consider and decide the placing of any fish restocking supplies which may become available or necessary.

9. The Committee can appoint water bailiffs as necessary to supplement the MECC security personnel to patrol MECC waters.

10. The Committee has the power of negotiation on all matters pertaining to the use of waters and purchase of required equipment or services.

11. MECCAS fees shall be confirmed at the A.G.M. prior to the season opening. The annual fishing permit fee shall cover the period 1 January to the 31st December the following year and shall be subject to annual review by the Committee. For all age purposes, the operative date shall be the age on the 1st January.

12. The finances of MECCAS shall be managed as part of the MECC finances. A separate MECCAS entry will be maintained in MECC accounts to track income and expenditure.

13. No Officer or Committee member of MECCAS, shall be liable to any member, or guest of a member, for any loss of, or damage to, any property or person occurring from whatsoever cause, nor for any injury sustained by any member or guest of a member in or about MECC premises or property or whilst participating in any MECCAS organised events.

14. Any proposed amendment to this Constitution must have a proposer and a seconder and be made in writing to the Secretary/Treasurer not less than four weeks prior to a Special or an Annual General Meeting.

Any member proposing amendments under this clause must be prepared to attend the meeting to state their case. Failure to do so, or to supply a Nominee to act on his or her behalf, shall result in the motion being void. Such a nominee must be communicated to the Secretary, in writing, not later than four days before the due date of the meeting.

Amendments to the constitution shall require approval of at least 10 members.

15. MECCAS shall be a permanent section of MECC and may not be dissolved or removed except by convening a MECCAS Special General Meeting, at which it shall require the sanction of a two thirds majority of the voting members present. Members shall be given at least 14 days notice of such a meeting. Each member shall be notified by email/post by the Secretary/Treasurer of the result

of such voting, and should the club be dissolved, the assets are to be transferred to MECC.

The Chairman shall represent MECCAS at the monthly MECC section heads meetings of the main Club to ensure proper communication between MECCAS and MECC.

16. The officers of MECCAS, being the Chairman, Secretary/ Treasurer, Fisheries Officer or any member of the Committee shall not incur any personal liability for any duties properly carried out on behalf of MECCAS.

17. A set of Supplementary Rules will be used to manage the day to day activities of MECCAS. These supplementary rules shall be determined by the Committee in conjunction with MECC Management and may be changed at any time as required to ensure proper control of member activities.

The committee reserves the right to amend, add or delete Supplementary rules at its discretion.

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## **MECCAS Supplementary Rules.**

### **1. NUMBER OF MEMBERS**

Membership of MECCAS will be limited to Paid up MECC members on a first come, first served basis. The committee shall have the right to impose a cap on the number of members.

### **2. MEMBERSHIP OF MECCAS**

Paid up MECC members wishing to join MECCAS shall complete the MECCAS Application for Membership form and submit this to the Secretary/Treasurer for consideration by the Committee. Applications will be processed in order of date and time of receipt by the Secretary/Treasurer who shall note the date and time of receipt on the form.

In the event of the allowed number of members being fully subscribed at date of application, the application shall be placed on file until such time as a vacancy occurs, at which time the Committee shall process any filed applications, in order of receipt, to fill such vacancies.

In the event of an application for membership being approved by the Committee, the Secretary/Treasurer shall notify the applicant of such approval and request that the Joining fee and Annual membership fee be paid within 14 days from the date of such notice being despatched, in order to validate acceptance of MECCAS membership. Failure to pay these fees within the prescribed time frame will result in the cancellation of the approval of the application thereby rendering the application null and void. A new application will be required should the candidate still wish to join MECCAS.

Upon receipt of the prescribed fees, the new member will be issued with a MECCAS membership card which must be carried at all times when angling. All MECC members shall have the right to challenge anglers for their MECCAS membership card which must be shown if requested.

### **3. FEES**

The Committee shall make recommendations on the fees to be charged and such recommendations shall be confirmed at the Annual General Meeting or at a Special General Meeting which may be called by giving members 2 weeks advance notice of such Special General Meeting.

- Joining Fee - R265
- Annual Fishing Licence fee - R380

- Organised MECCAS Competition fees – Fees will be specified by the MECCAS Committee.

#### **4. GUESTS**

MECCAS members shall be entitled to invite a maximum of 2 persons at a time to enjoy the angling facilities as guests. All Guests are to be accompanied by the Member whilst fishing.

Should a member wish to invite more than 2 guests at a time, permission must be obtained in writing/email/watsap from the Fisheries Officer prior to engaging in angling.

#### **5. APPROVED WATERS AND ALLOWED TIMES**

The MECCAS Committee and MECCEMA Management shall determine and mark those locations where angling may take place.

Approved locations will be displayed on a diagram /photo of the MECC estate premises, a copy of which will be displayed on the MECC noticeboards and website.

This will identify:

- **NO FISHING areas** –Marked in **RED**  
**Fishing in these areas is prohibited.**
- **TIME RESTRICTED FISHING areas** – Marked in **YELLOW**

*Winter Season – May to September*

Weekends and Public Holidays: No fishing allowed between the hours of 06h30 and 16h30.

Weekdays: No fishing allowed between the hours of 07h30 and 16h30

*Summer Season – October to April*

Weekends and Public Holidays: No fishing allowed between the hours of 06h30 and 18h00.

Weekdays:

Pani Dam-No fishing allowed between the hours of 06h30 and 18h00

All other waters - No fishing allowed between the hours of 07h00 and 17h30

Time Restricted fishing areas may be fished from any accessible location which does not encroach on private property.

The Committee has the power to adjust these hours in line with club activities and Seasons.

- **UNRESTRICTED FISHING areas** – Marked in **GREEN**

Fishing is allowed between 05h00 and 20.00.

Members must consult the MECC website [www.mountedgecombe.com](http://www.mountedgecombe.com) to establish the approved locations and authorised times.

## **LATE FISHING**

The standard cut off time is 20h00 for all locations on both estates.

However, if members wish to fish after 20h00 they may do so, but they must **notify security in advance** by sending email to: [controlroom@mountedgecombe.com](mailto:controlroom@mountedgecombe.com)

advising them of their intention to fish and providing the following details:

**Member name and club membership number, contact telephone number, location where fishing is planned, date fishing will take place, number of anglers and until what time they intend to fish.**

Security will then be alerted to the fact that the anglers are not intruders.

The Committee may from time to time in collaboration with MECC Golf Section declare one or more Open Days during which the restrictions may be relaxed to allow for extended daytime fishing.

## **6. APPROVED FISHING TACKLE**

Only rod and reel may be used for angling. Bait, flies, artificial lures and spoons may be used.

Each angler is limited to a maximum of 2 lines in the water.

Under no circumstances are throw and drag nets to be used.

Wading is not allowed.

## **7. PRESERVATION OF WILDLIFE**

Bird and Animal wildlife on MECC is to be nurtured and protected and MECCAS members are responsible for ensuring that their angling activities do not cause injury or interfere with wildlife natural habits.

## **8. CLEANLINESS/SAFETY/DISCIPLINE**

MECCAS Members are responsible for:

- ensuring that all angling locations are left in a clean and tidy condition before leaving the site
- removal of tackle, caught fish, litter, bait, discarded fishing line and hooks
- avoiding conflict with golfers when approaching or leaving fishing spots. If golfers are playing shots, be quiet and stand still until they have played their ball
- proper conduct of themselves and their guests
- compliance with all MECC and MECCAS rules

Members are at all times to be considerate of other anglers using these locations and to ensure that overcrowding does not take place. The Committee reserves the right to limit the concurrent number of anglers using a given location should overcrowding become a problem.

## **9. ACCESS AND PARKING**

Demarcated angling locations may only be accessed with Golf carts or on foot - no other vehicles are to be used.

Golf carts must be parked in such a way that they do not inconvenience other anglers or golfers or cause damage to the terrain.

All local golf rules in respect of cart access to golf areas are to be complied with at all times so as to avoid damage to fairways, tees and greens.

When proceeding to fishing spots anglers are to:

- give way to golfers
- use cart paths or roads where possible to avoid damage to the golf courses
- be aware at all times of the possibility of being hit by a golf ball.

## **10. UNAUTHORIZED ANGLING**

**NB - Under no circumstances may lines be left in the water overnight or during closed periods.**

Any person found angling without the required MECCAS Membership Card, or in the case of guests, written authority from the Fisheries Officer, shall be reported to the Committee and Management of MECC and will be subject to such disciplinary action as is deemed necessary which may include a fine not exceeding R500 per line in the water.



## **11. CATCH AND RETAIN /CATCH AND RELEASE**

**All species** may currently be retained or returned to the water at the angler's discretion.

This rule may be changed by the MECCAS committee as circumstances dictate.

## **12. IDENTIFICATION of MEMBERS**

All members are issued with a **club cap and membership card** on joining MECCAS.

**The club cap is to be worn by the member whilst fishing** and the membership card should be carried to show to any marshal or security official if requested to do so.

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## Application for membership of MECCAS

I hereby apply for membership of Mount Edgecombe Country Club Angling Section and confirm my acceptance of the Constitution and Supplementary Rules and agree to abide by same.

<b>Surname</b>	
<b>First Names</b>	
<b>Date of Birth</b>	
<b>SA ID Number or Passport Number</b>	
<b>Residential Address and Postal Code</b>	
<b>Home Telephone Number</b>	
<b>Business Address and Postal Code</b>	
<b>Business Telephone Number</b>	
<b>Mobile Telephone Number</b>	
<b>Email address</b>	
<b>Mt Edgecombe Membership Number</b>	
<b>Occupation</b>	
<b>Signature of Applicant</b>	
<b>Date of Application</b>	
<b>FOR COMMITTEE USE</b>	
<b>Date and Time Received</b>	
<b>Membership Approved/Declined</b>	
<b>Date Approved/Declined</b>	
<b>Applicant Informed</b>	
<b>Date Fees received &amp; Amount Paid</b>	
<b>Membership Card Issued</b>	

# MOUNT EDGECOMBE COUNTRY CLUB - INDEMNITY DISCLAIMER

Full Name and Surname : \_\_\_\_\_(PLEASE PRINT)

**Acknowledge** that I am well acquainted and fully aware of and appreciate the real dangers and risks that are associated with fishing areas, wildlife areas, golf courses, golf estates and/or any associated activities taking place on the Mount Edgecombe Estate. I am fully aware of the real risk of suffering bodily harm, injury, death and/or loss to property which may arise whilst on the premises or property of the Mount Edgecombe County Club.

**Waive** all claim or claims of whatsoever cause or nature howsoever arising against the Mount Edgecombe Country Club and/or individual Shareholders, their associates, servants, employees and/or any person connected whether directly or indirectly with the running of the Mount Edgecombe Country Club and fellow guests/invitees which I might have arising out of harm, injury, death or loss suffered whilst on the premises or property of the Mount Edgecombe Country Club and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

**Indemnify** and hold harmless and free, the Mount Edgecombe Country Club, all individual Shareholders, their associates, servants and employees and/or any person connected whether directly or indirectly with the running of the Mount Edgecombe Country Club and fellow guest/invitee from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common law wife, my children, whether minor or adult, or relatives and/or persons accompanying me to the Mount Edgecombe Country Club whether as my invitee otherwise or at all who suffer injury or loss whilst on the premises or property of the Mount Edgecombe Country Club and whether arising from an act of commission or omission on the part of those hereby indemnified on anyone of them.

The indemnity and waiver as contained herein shall in all respect extend to and shall not be limited to my transfer whether by road, sea or air from one place to another whether such transfer occurs on the premises or is pursuant to or arises from my transfer as referred to from one place to another and this Indemnity and Waiver shall be applicable and shall also remain in force at all and any place outside the borders of the Republic of South Africa.

In the event of injury the Mount Edgecombe Country Club and/or any of its representatives may at its discretion and without prejudice and without admission of Liability arrange and pay for emergency medical treatment for and on behalf of any guest, visitor and/or member.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_