

CONSTITUTION

of the

THE GREENSIDE RESIDENTS' ASSOCIATION

2017 Revision

Draft Revision 2.5

(for Public Comment)

NOTE

The latest known version of the GRA constitution stems from 2011. It can however not be confirmed from known and available records and archives if this version of the Constitution was ratified and adopted at a general meeting of the GRA.

As per the 2011 version, the GRA Constitution must be reviewed every 5 years. This version is a revision of the known 2011 version of the Constitution, for relevance and completeness, with comparison of and input from the constitutions of other residents' associations in the City of Johannesburg. Key changes to the 2011 version of the Constitution include:

- i. implementation of automated heading and paragraph numbering for automation of cross-referencing;
- ii. amendments and additions to Definitions and Interpretations for consistency in readability and interpretation;
- iii. substantive amendments and additions to Clauses and sub-Clauses for logical readability and comprehension to negate ambiguity where deemed necessary, and relevance in the digital age.

The FIRST draft is subject to modification after input from EXCO and legal counsel. The SECOND draft will be subject to modification after input from GRA members and final changes by legal counsel. The THIRD (final) draft will be tabled for adoption at a Special General Meeting of the GRA to adopt the 2016 Revision as the Constitution of the GRA, in substitution for the existing Constitution.

For enquiries, comments and suggestion please contact Bokkie Fourie (deputychair@lovegreenside.org)

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

- 1.1.1. “**AFSA**” means the Arbitration Foundation of Southern Africa;
- 1.1.2. “**Area**” means the geographic area of operations of the GRA as defined in Clause 5.4 herein;
- 1.1.3. “**Auditor**” means the auditor of the GRA as elected or appointed in terms of Clause 13.4 of this Constitution;
- 1.1.4. “**City**” means the City of Johannesburg Metropolitan Municipality, located in the Gauteng province of South Africa;
- 1.1.5. “**City Council**” or “**Local Authority**” means the municipal body, having administrative and legislative powers, that governs the City;
- 1.1.6. “**Community**” means the owners, lessees, and lawful occupants of property in the Area;
- 1.1.7. “**Constitution**” means the constitution of the GRA as set out in this document including annexures, schedules, and/or addenda hereto, and validly executed amendments hereto;
- 1.1.8. “**Councillor(s)**” means the elected person(s) representing Ward 87, which includes the suburbs of Forest Town, Greenside, Melville, Parktown, Parkview and Westcliff, on the Local Authority;
- 1.1.9. “**EXCO**” or “**Executive Committee**” means the governing body of the GRA in terms of Clause 7 of this Constitution;
- 1.1.10. “**Financial Year**” means the accounting period for which annual financial statements of the GRA are regularly prepared, being a period of twelve (12) months with the end of the financial year as determined in Clause 7.12.7;
- 1.1.11. “**GRA**” means the Greenside Residents’ Association;
- 1.1.12. “**Greenside**” means the suburb of Greenside and all erf portions situated within the borders of Randburg;
- 1.1.13. “**Member**” means a household or business within the Community or Area whose membership application has been accepted and has thereby obtained the right to vote at meetings of the GRA;
- 1.1.14. “**Office Bearer**” means members of the EXCO as determined in Clause 7.2 herein;
- 1.1.15. “**Portfolio Manager**” means an Office Bearer of the EXCO responsible for a specific committee portfolio, e.g. Membership or Security;

1.2. INTERPRETATION

- 1.2.1. Any reference to the singular shall include the plural and vice versa;
- 1.2.2. Any reference to the masculine gender shall include the feminine gender and vice versa;
- 1.2.3. Any definition conferring rights or imposing obligations on any party will be given effect to as if that definition were a substantive provision.
- 1.2.4. Defined words and expressions will have the same meanings in schedules, annexures, addenda, and amendments that do not contain their own or conflicting definitions.
- 1.2.5. Words and expressions defined in a clause, other than the definitions clause, will have the meaning assigned to such words and expressions in that clause.

2. NAME

The name of the association is and shall continue to be known as The Greenside Residents’ Association, abbreviated as GRA.

3. STATUS OF THE GRA

- 3.1. The GRA is a non-profit voluntary association.

- 3.2. The GRA shall be possessed of all powers consistent with its aims and objectives that may properly be exercised by a voluntary residents' association under the laws of the Republic of South Africa.
- 3.3. The GRA shall be capable of performing all such acts as are necessary or incidental to the carrying out of its objectives and the performance of its functions and duties in terms of its Constitution.
- 3.4. All assets of the GRA shall vest in the GRA and no EXCO member shall be jointly or severally liable for the debts or obligations of the GRA unless that member shall have assented thereto in writing.
- 3.5. The GRA is liable only for its own debts and any assistance granted to any person or body, whether corporate or un-incorporated, shall not render it liable for the debts of such person or body.
- 3.6. The GRA may be represented in any legal proceedings by the EXCO or by any person or persons appointed by the EXCO for that purpose.
- 3.7. The GRA shall have the power to raise such special funds as may be approved at an Annual General Meeting ("AGM"), or a Special General Meeting ("SGM") convened for this purpose.

4. GENERAL AIMS AND OBJECTIVES OF THE GRA

- 4.1. The principle objective of the GRA is to advance the collective interests of its members, those who may become members and the general public in the Area, and to this end will:
 - 4.1.1. be non-discriminatory, in particular non-party political, non-racist and non-sexist;
 - 4.1.2. promote and safeguard the interests of the Community in the Area through maintaining a watching brief on relevant matters affecting, or that may affect, the Community and the Area and providing a forum for the exchange of views and information on such matters;
 - 4.1.3. represent the interests of the Community and Area in its relationship with the Local Authority and other relevant role-players, through co-operation, consultation and collaboration with representative member(s) of the Local Authority, to ensure the voice of public opinion being heard and given due consideration in the management of the City;
 - 4.1.4. co-operate and collaborate with local businesses, other organisations and/or bodies in the Area and surrounding areas on matters that are likely to further the objectives set out in this Clause 4;
 - 4.1.5. promote and enhance the environment of the Area in keeping with its character, as determined by its members;
 - 4.1.6. promote a cleaner, safer, more beautiful and green environment within Greenside and neighbouring areas;
 - 4.1.7. develop a family and child friendly environment within an integrated urban community;
 - 4.1.8. foster community spirit and support appropriate programmes or measures in the interest of the general wellbeing of the residents of Greenside;
 - 4.1.9. encourage a predominantly residential environment in keeping with the wishes of the Community;
 - 4.1.10. raise funds for the purpose of achieving the objectives of the GRA;
 - 4.1.11. engage in activity of an occasional nature with a view to advancing the other aims and objectives of the GRA;
 - 4.1.12. improve and protect the safety of all the general public in Greenside, whether they be Members or not;
 - 4.1.13. promote, preserve and maintain areas, collections or buildings of cultural and/or historical interest; and
 - 4.1.14. promote environmental awareness, greening, clean-up and sustainable development projects.
- 4.2. Notwithstanding the sequence or enumeration of the sub clauses in Clause 4.1, no aim and/or objective shall take precedence over any other.

5. AREA OF OPERATION

- 5.1. The principle consideration of the GRA is for the interests of the Greenside Community and all persons who are or may become Members.
- 5.2. Other areas of the City affect Greenside, and the GRA shall have regard to this.
- 5.3. Nothing shall prevent the GRA joining with other bodies to advance the interests of the Community together with those of other areas.
- 5.4. The Area of operations of the GRA shall be the area as depicted in the map in Appendix A, which is bounded
 - 5.4.1. on the northern border by Victory Road;
 - 5.4.2. on the eastern border by portions of the Braamfontein Spruit, Sunningdale Road and Gleneagles Road; and
 - 5.4.3. on the western and southern borders by Barry Hertzog Avenue.

6. MEMBERSHIP

6.1. TERMS OF MEMBERSHIP

- 6.1.1. Membership of the GRA shall be of two classes;
 - 6.1.1.1. Private Membership, which shall be open to any person who is legally a property owner, tenant, or lawful occupant in the Area, and who is 18 years of age or older ("Private Member"); or
 - 6.1.1.2. Business Membership, which shall be open to any person, partnership, company, close corporation or other corporate body carrying on a business in or from premises within the Area ("Business Member").
 - 6.1.1.3. Membership is limited to 1 (one) membership per address i.e. per household or business.
- 6.1.2. On approval of GRA membership, the new Member shall be entered into the register of Members, which details shall include as a minimum the address in the Area, name and identity number of the primary contact person at the address, and contact details of the new Member.

6.2. MEMBERSHIP FEES

- 6.2.1. Members shall pay a subscription fee as established or reviewed at an AGM of the GRA by a majority of the Members present.
- 6.2.2. Subscription fees shall be due and payable by a Member
 - 6.2.2.1. annually in advance at the beginning of each Financial Year, which is 1 March; or
 - 6.2.2.2. on joining the GRA, pro-rata in advance, calculated for the remaining months of the current Financial Year, including the month of joining.
- 6.2.3. No Member shall be entitled to vote at any meeting including the AGM or propose or second any resolution or propose or second any candidate for membership whilst in arrears with his/her subscription or any other liability to the GRA.
- 6.2.4. The liability of each Member shall be limited to his/her subscription and to any other debt owing by such Member to the GRA.
- 6.2.5. The serving local Councillor(s) for the Area is/are eligible for membership and is/are exempt from membership fees.

6.3. SUSPENSION AND EXPULSION OF MEMBERSHIP

- 6.3.1. Any Member who breaches the Code of Conduct as set out in Clause 18 below, or refuses or neglects to carry out any resolution duly passed by the EXCO or who in the opinion of the EXCO damages the reputation of the GRA, may either be suspended by the EXCO for such period as it may determine, or may have its membership to the GRA cancelled.

- 6.3.2. A Member may be suspended with immediate effect, pending a hearing, which shall be presided over by three members of the EXCO, one of whom shall be the Chairperson or Deputy Chairperson, and who shall be required to give written reasons for their decision.
- 6.3.3. Written notice of suspension or cancellation shall be given to the Member concerned who will be required to acknowledge receipt in writing.

6.4. VOTING

- 6.4.1. Members in good standing shall be entitled one vote per membership at any General Meeting of the GRA. For example, a Private Member, who also holds a Business Membership, shall be entitled to vote in respect of both memberships.
- 6.4.2. The voting may be in person or by a proxy appointed in writing. A proxy shall only be a Member of the EXCO.
- 6.4.3. Voting shall be by show of hands of voting Members initially, unless the chairperson decides otherwise. If a poll is requested by a tenth of those voting Members present, in person or by proxy, the chairperson shall determine how this shall be carried out.

6.5. RESIGNATION/LAPSING OF MEMBERSHIP

- 6.5.1. Membership will automatically lapse upon the Member no longer being a member of the Community.
- 6.5.2. A Member may resign from the GRA at any time without a refund of any membership fees paid. The resignation of a Member does not affect the status of any financial liability of such Member towards the GRA incurred by the Member during that Member's time prior to that Member's resignation.
- 6.5.3. A Member whose membership fee is overdue for more than one Financial Year will lapse until the Member pays the required subscription fee including any arrears thereon.

7. MANAGEMENT

- 7.1. The affairs of the GRA shall be conducted, administered and governed by the EXCO, subject to any direction by the Members given in a Members' resolution passed at any general meeting
- 7.2. The EXCO shall consist of no less than six (6) and no more than twelve (12) Members, who shall be elected annually at the AGM, and these Members are known as the Office Bearers of the GRA.
- 7.3. At the first EXCO meeting after the AGM, which meeting shall be held not more than a month after the AGM, the newly elected EXCO members must elect, from the Office Bearers, the Chairperson, Deputy Chairperson, Secretary, and Treasurer of the GRA.
- 7.4. At the same meeting as stipulated in Clause 7.2, the EXCO shall determine such necessary portfolios for execution of its duties, as guided by the General Aims and Objectives of the GRA in Clause 4, by
 - 7.4.1. defining main areas of responsibility, inter alia administration, communications, finances and fund raising, compliance and urban management, heritage, membership, parks and environment, security, sustainability, town planning, traffic, other as determined from time to time;
 - 7.4.2. creating, combining or dissolving portfolios in a logical manner subject to the duties to be performed and number of Office Bearers of the EXCO; and
 - 7.4.3. assigning Portfolio Managers as provided for in Clause 7.5.
- 7.5. Office Bearers shall be assigned as Portfolio Managers by
 - 7.5.1. an Office Bearer volunteering, and being accepted by the majority of EXCO; or
 - 7.5.2. a majority of the EXCO nominating an Office Bearer, and being accepted by the nominee; or
 - 7.5.3. the Chairperson, in the absence of a volunteer or nomination for a portfolio, assigning an Office Bearer to said portfolio, and
 - 7.5.4. subject to the number of portfolios and the number of EXCO Members, an Office Bearer may be assigned to more than one portfolio.

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- 7.6. The names of those persons elected and assigned as per Clauses 7.2 and 7.5 above shall be notified to members of the GRA within one month of their election and assignment.
 - 7.7. The Office Bearers offer, and are appointed, to render community service for the benefit of the Community. In fulfilling this role, the Office Bearers shall be accountable to the Community and report back to the Community in a timely manner in the form of public meetings, written communication and maintaining the GRA website with relevant information.
 - 7.8. Office Bearers shall not be remunerated by the GRA for services rendered, but may be reimbursed for legitimate disbursements made on behalf of the GRA and authorised by EXCO in writing prior to the expenditure.
 - 7.9. The EXCO may consist of both Private Members and Business Members, but Business Members shall not constitute more than 33% of the total number of Members making up the EXCO.
 - 7.10. No person shall serve as an Office Bearer on more than one Residents' Association that has been recognised by the City.
 - 7.11. No EXCO member shall be Chairperson for a third consecutive year.
 - 7.12. The EXCO shall have the power and authority to:
 - 7.12.1. act on behalf of the GRA to receive annual subscriptions, donations, grants and all other revenues of the GRA;
 - 7.12.2. open and operate an account or accounts with any registered financial institution and to draw and accept cheques and other negotiable instruments;
 - 7.12.3. invest any monies of the GRA for any of its purposes or commitments;
 - 7.12.4. pay any person or organisation for services rendered or for goods and premises hired, or for necessary purchases made in pursuance of the objectives of the GRA;
 - 7.12.5. make rules governing the procedure for conducting the affairs of the GRA;
 - 7.12.6. insure the GRA and the EXCO members against liabilities that it or its EXCO members may incur in connection with the GRA or its activities;
 - 7.12.7. determine the end of the Financial Year, and until the EXCO decide otherwise the end of the Financial Year will be the last day of February in each year.
 - 7.13. The Chairperson shall take the chair at all meetings of the GRA and EXCO, and in the event of an equality of votes, the chairperson shall have a second casting vote. If the Chairperson is not present those members of EXCO present shall elect one of their numbers to take the chair.
 - 7.14. The EXCO shall meet whenever necessary, and at least once in every month. At least seven days' notice should be given of such a meeting. The quorum at a meeting shall be half the members of the committee.
 - 7.15. The EXCO may co-opt additional voting Members to the EXCO to the maximum committee size of twelve allowed by Clause 7.1, provided that there shall be no more co-opted Members appointed than there were elected Members at the end of the previous AGM. The term of office of all such Members shall expire at the following AGM.
 - 7.16. The EXCO may also call informal meetings, particularly to report to its members on the activities of the GRA, or to seek guidance from its Members.
 - 7.17. The EXCO may form sub-committees and working parties and may invite others to their meetings, but only members of the EXCO may vote, unless otherwise decided by the EXCO.
 - 7.18. The EXCO shall ensure that the Secretary keeps minutes of all meetings. These minutes must be in writing or in a form that can be easily converted to writing and record the date and place of the meeting as well as details of all decisions or resolutions which were taken by the EXCO. All records must be kept in a secure format, which may include electronic storage.
 - 7.19. The following persons shall be disqualified from being a EXCO member of the GRA:
 - 7.19.1. Anyone being or becoming a City Councillor;
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- 7.19.2. Anyone failing to attend three successive EXCO Meetings without submission of an apology acceptable to EXCO;
- 7.19.3. Anyone not in good standing as a Member of the GRA.

8. DUTIES OF OFFICE BEARERS

- 8.1. The duties of the **Chairperson** shall include:
 - 8.1.1. chairing all the EXCO and AGM meetings;
 - 8.1.2. acting as official public representative of the GRA;
 - 8.1.3. being responsible for general oversight and coordination of the EXCO and its activities in serving the Community; and
 - 8.1.4. when also acting as a Portfolio Manager, being responsible for executing the duties pertaining to such Portfolio(s), as in Clause 8.5, in addition to the duties of the Chairperson as in Clauses 8.1.1, 8.1.2 and 8.1.3 above.
- 8.2. The duties of the **Deputy Chairperson** shall include:
 - 8.2.1. assisting the Chairperson general oversight and coordination activities of the EXCO as required from time to time;
 - 8.2.2. in the absence of the elected Chairperson, acting as Chairperson of the GRA and be responsible for all activities as contemplated in Clause 8.1 hereof; and
 - 8.2.3. when also acting as a Portfolio Manager, being responsible for executing the duties pertaining to that Portfolio, as in Clause 8.5, in addition to the duties of the Deputy Chairperson as in Clauses 8.2.1 and 8.2.2 above.
- 8.3. The duties of the **Secretary** shall include:
 - 8.3.1. ensuring that the GRA's administration runs smoothly;
 - 8.3.2. keeping proper records and minutes of all meetings as well as preparing and sending out notices of all meetings of the GRA;
 - 8.3.3. receiving all postal and/or electronic correspondence addressed to the GRA and ensuring it is referred to the appropriate Office Bearer or Portfolio Manager for attention;
 - 8.3.4. ensuring that progress on matters referred to Office Bearers and Portfolio Managers is reported on at EXCO meetings;
 - 8.3.5. maintaining records of both incoming and outgoing correspondence he/she deals with on behalf of the GRA, to EXCO requirements;
 - 8.3.6. providing the Councillor(s) for the Area with a copy of the minutes of all the meetings of EXCO and the GRA and giving notice of such meetings in good time.
- 8.4. The duties of the **Treasurer** shall include:
 - 8.4.1. keeping record of all monies pertaining to receipts and disbursements of the GRA;
 - 8.4.2. keeping and maintaining an accurate inventory of the assets of the GRA;
 - 8.4.3. keeping and maintaining an accurate database of the subscribed GRA members;
 - 8.4.4. keeping and maintaining an accurate financial record of GRA's financial matters, including
 - 8.4.4.1. preparing and presenting at each EXCO meeting an Income and Expenditure Statement reflecting the GRA's financial status as at a date not more than thirty (30) days before the meeting date; and
 - 8.4.4.2. preparing a full set of financial statements for the period at the end of each Financial Year of the GRA and presenting these to EXCO for approval before their presentation at the AGM of the GRA.
- 8.5. The duties of **Portfolio Managers** shall include:
 - 8.5.1. dutiful and timeous execution of activities and functions; as determined and mandated by the EXCO from time to time; in pursuance of achieving general and specific objectives of the GRA;

- 8.5.2. working under the direction and guidance of the Chairperson and EXCO in achieving general and specific objectives of the GRA;
- 8.5.3. preparing for and attending EXCO meetings, AGM's, or special meetings of the GRA.
- 8.5.4. preparing and submitting written monthly portfolio reports to the EXCO with recommendations, as appropriate, to enhance services to the Community; and
- 8.5.5. assisting in monitoring compliance with rules and regulations of the GRA.

9. ELIGIBILITY OF OFFICE BEARERS FOR RE-ELECTION

- 9.1. At every AGM of the GRA the Office Bearers of the EXCO shall be eligible for re-election to the EXCO, subject to the provisions of Clauses 7.10 and 7.19.
- 9.2. At every Annual General Meeting, the Chairperson, Deputy Chairperson, Secretary and Treasurer shall retire from office, but shall be eligible for re-election, and re-election of the Chairperson subject to the provision of Clause 7.11.

10. VACANCIES ON EXCO

- 10.1. In the event of the unavailability of the Chairperson, the Deputy Chairperson shall become the Acting Chairperson.
- 10.2. The office of Deputy Chairperson shall be taken over by one of the other Office Bearers.
- 10.3. Casual vacancies on EXCO may be filled by co-option of new Office Bearers through an EXCO resolution.

11. OFFICE BEARERS ABSENT WITHOUT LEAVE

- 11.1. Any Office Bearer who is absent from more than two consecutive ordinary meetings of the EXCO without notice shall cease to be an Office Bearer.
- 11.2. The EXCO may grant an Office Bearer leave of absence from not more than three consecutive ordinary meetings of the EXCO.
- 11.3. A EXCO vacancy resulting from absence as contemplated in Clauses 11.1 or 11.2 may be filled by the EXCO, subject to the provisions of Clause 10.3.

12. INDEMNITY

- 12.1 Subject to the provisions of any relevant statute, Members, Members of the EXCO, and other Office Bearers shall be indemnified by the GRA for all acts done by them in good faith on its behalf. It shall be the duty of the GRA to pay all costs and expenses that any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the GRA.
- 12.2 Subject to the provisions of any relevant statute, no Member, Member of the EXCO, and or other Office Bearer of the GRA shall be liable for the acts, receipts, neglects or defaults of any other Member or Office Bearer, or for any loss, damage or expense suffered by the GRA, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

13. FINANCES

- 13.1. The EXCO shall cause proper books of account to be kept in English, in accordance with international financial reporting standards.
- 13.2. The EXCO shall maintain a banking account or accounts, in the name of the GRA, at one or more recognised banking institutions, on such terms as the EXCO may see fit. All funds collected by or on behalf of the GRA shall be paid into such accounts.

- 13.3. The EXCO shall elect from its Office Bearers four (4) authorised signatories to approve the GRA's financial transactions. Any financial transaction shall require two of the four authorised signatories, one of whom must be either the Chairperson or the Treasurer.
- 13.4. An auditor shall be appointed at each AGM, and
 - 13.4.1. The Auditor shall be a chartered accountant with qualifications recognised by the South African Institute of Chartered Accountants (SAICA).
 - 13.4.2. If no auditor is elected, or if the person is unwilling or unable to act, the EXCO shall appoint a suitably qualified person, who need not be a member of the GRA.
 - 13.4.3. The Auditor shall retire at each AGM and shall be eligible for re-election. No person who has been a member of the EXCO during a period to be audited shall serve as an auditor.
- 13.5. EXCO shall cause a full set of financial statements to be prepared after the end of each Financial Year, which statements must be audited by the Auditor. The Auditor's report, which must be presented at the AGM together with the audited financial statements, shall state the Auditor's professional qualifications, the extent of the audit and whether in the opinion of the Auditor Members' interests are reasonably protected, whether by the audit or otherwise. If the Auditor is not so satisfied, the report shall include suggestions to improve the position.
- 13.6. As required by SARS, but subject only to Clause 13.7.2, no monies paid to the GRA on account of a membership subscription or a donation may be refunded, notwithstanding that it is expressed as being for a period of time which has not yet finished.
- 13.7. Any monies donated to the GRA to be used for a particular purpose shall only be used for that purpose and the monies shall be accounted for accordingly, and
 - 13.7.1. if the purpose has been fulfilled, or if the purpose cannot be fulfilled or if the purpose is no longer appropriate, then any remaining monies shall be applied to a purpose as near as possible to the original purpose, or
 - 13.7.2. failing that to the general purposes of the GRA, unless the donation was explicitly expressed to be subject to refund if the designated purposes of the donation were not fulfilled.
- 13.8. If the GRA resolves, in terms of Clause 21.4, that it be dissolved, it may not distribute any funds to any individual, but only to one or more public benefit associations registered as such under taxation laws subject to a resolution of the EXCO specifying how funds are to be distributed.

14. ANNUAL GENERAL MEETINGS

- 14.1. The AGM of the GRA shall be held annually within ninety (90) days after the end of a Financial Year.
- 14.2. The agenda for an AGM should include at least the following items:
 - 14.2.1. Confirmation of the Members of the GRA present and in good standing;
 - 14.2.2. Questions arising from the minutes of meetings, including EXCO meetings, held since the previous AGM;
 - 14.2.3. Recording of apologies for the absence by Members;
 - 14.2.4. Report by the Chairperson of the GRA on activities and issues during the previous Financial Year;
 - 14.2.5. Report by each EXCO member of his/her portfolio's activities during their year of office;
 - 14.2.6. Report by the Auditor on the annual financial statements;
 - 14.2.7. Consideration of any resolution(s) proposed by Members of the GRA or EXCO;
 - 14.2.8. General, where
 - 14.2.8.1. No resolutions binding on the GRA may be taken at the AGM from matters raised under this heading; and
 - 14.2.8.2. If such matters requiring a resolution arise under this heading, a Special General Meeting may be called for purposes of such matters, subject to the provisions of Clause 15.

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- 14.2.9. Election of EXCO members for the forthcoming year;
 - 14.2.10. Election of an Auditor for the forthcoming year.
 - 14.3. Written notice of no less than fourteen (14) days, of the date, hour and venue of the AGM shall be given to each Member, and such notice shall be served:
 - 14.3.1. by posting the notice on the website of the GRA, and
 - 14.3.2. by electronic communication to the Member's last known e-mail address; and/or
 - 14.3.3. by notice displayed publicly in the Area; and/or
 - 14.3.4. by notice in the local press.
 - 14.4. Accidental failure to notify any Member shall not invalidate the proceedings of the any AGM.
 - 14.5. Notice of any resolution to be proposed at the AGM must be lodged with the Secretary at least twenty-one (21) days prior the date determined for the AGM. Such resolution shall either emanate from EXCO or be signed and supported by not less than twenty (20) Members of the GRA in good standing.
 - 14.6. Copies of the audited annual financial statements and the Auditor's report, as well as the report by the Chairperson of the GRA, shall be available for inspection by the Members and interested parties at the AGM.

15. SPECIAL GENERAL MEETINGS

- 15.1. The EXCO may at any time call a SGM of Members by giving not less than fourteen (14) days' notice in the same manner as for an AGM, and specifying for what purpose the meeting is being called.
- 15.2. The EXCO shall in like manner call a SGM upon receipt of a requisition signed by twenty (20) members of the GRA in good standing, specifying the purpose for which such meeting is to be called.
- 15.3. Subject to the powers of the EXCO, no business other than that specified in the notice convening a SGM shall be transacted at such meeting.

16. QUORUM AT GENERAL AND SPECIAL MEETINGS

- 16.1. A quorum for an AGM or a SGM called by EXCO shall be twenty (20) Members.
- 16.2. If there is no quorum within fifteen (15) minutes after the time fixed for the meeting, it will be postponed to the same day and hour of the following week and at such adjourned meeting the Members present shall be deemed to be a quorum for the transaction of all business of the meeting.
- 16.3. In the case of a SGM called by requisition of Members, if no quorum of twenty (20) Members is present within 15 minutes after the time fixed for the meeting, the Members then present will constitute a quorum for the purposes of the AGM or SGM.

17. VOTING AT ALL MEETINGS

- 17.1. Every question submitted to a meeting shall be decided by a show of hands, except where a majority of members call for a ballot.
- 17.2. When voting by ballot, the Chairperson shall have a second casting vote when the number of votes cast for and against is equal.

18. CODE OF CONDUCT

- 18.1. The Code of Conduct shall be binding on all Members and Office Bearers of the GRA.
- 18.2. The following Rules of Conduct shall be observed:
 - 18.2.1. Members and/or Office Bearers shall at all times conduct themselves at meetings in a dignified and orderly manner. Any member who persists in conducting himself/herself inappropriately shall leave the meeting immediately when so requested by the Chairperson;
 - 18.2.2. Members and/or Office Bearers shall comply with the aims and objectives and the Constitution of the GRA;

- 18.2.3. No Member and/or Office Bearer of the GRA shall conduct himself/herself in such a way as to bring the GRA into disrepute. Without limiting the generality of the foregoing, Members and Office Bearers shall conduct themselves on social media in accordance with this obligation;
- 18.2.4. No Member and/or Office Bearer shall influence or attempt to influence the GRA in its consideration of a decision on any matter before it so as to gain some direct or indirect benefit, whether financial or otherwise for himself/herself or for any other person or body with whom or which he or she may be associated;
- 18.2.5. Office Bearers may not use the position, or information obtained as a EXCO member, whether confidential or not, for private gain or to benefit improperly another person;
- 18.2.6. Office Bearers shall keep all private or confidential information acquired in the course of duties private or confidential. Such information may be disclosed to other EXCO members, or as proven necessary in the circumstances, to a third party;
- 18.2.7. No Member and/or Office Bearer of the GRA shall directly or indirectly accept any gift, reward or favour whether in money or otherwise as a consideration for voting in a particular manner on any matter before the GRA;
- 18.2.8. Office Bearers may not request, solicit or accept any benefit, reward, gift or favour for their activity as EXCO members in particular for:
 - 18.2.8.1. persuading or attempting to persuade Office Bearers in regard to the exercise of any function or duty, or
 - 18.2.8.2. making a representation to the Local Authority or any committee of the Local Authority or any organ of state or any state owned company or any person providing services in the Area;
- 18.2.9. Office Bearers must perform the functions of office in good faith, honestly and in a transparent manner;
- 18.2.10. No Member and/or Office Bearer of the GRA shall be allowed to carry or display firearms or weapons at any meeting;
- 18.2.11. No Member or other person or organisation may act or claim to act on behalf of the GRA without a prior, specific mandate or instruction, in writing, to do so from the GRA. Such mandate or instruction shall be authorised by the Chairperson of the EXCO.

19. CONFLICTS OF INTEREST

- 19.1. All Office Bearers shall disclose any business or material personal interests that they have in a matter that relates to the activities of the GRA. In addition, an Office Bearer must disclose any other interest that is appropriate to disclose in order to avoid an actual conflict of interest or the perception of a conflict of interest.
- 19.2. No conflict of interest may compromise the position of an Office Bearer of the GRA.
- 19.3. Disclosure shall be made in writing to all other Office Bearers as soon as possible after the Office Bearer becomes aware of such interest.
- 19.4. Details of the disclosure must be recorded in the minutes of every meeting at which the disclosure is made or the meeting following the disclosure.
- 19.5. An Office Bearer who has a conflict of interest may not be present at a meeting while the matter is being considered nor vote on the matter unless Office Bearers who do not have such an interest in the matter agree that the interest should not disqualify such Office Bearer from being present while the matter is being considered, or from speaking at such meeting or from voting on the matter or from any of these.
- 19.6. The interest of an Office Bearer, for the purpose of this clause, shall include the interest of any family member of the Office Bearer and the interest of any employer or business associate of the Office Bearer.
- 19.7. This clause shall apply to members of sub-committees and working parties, mutatis mutandis, except that permission for presence, speaking or voting at meetings must be sought from EXCO and disclosure must also be made to the Chairman.

19.8. Any person contravening this Clause 19 shall hold any benefit on trust for the GRA.

20. ALTERATION OF CONSTITUTION

- 20.1. With effect from the time of its approval by Members of the GRA in the General Meeting on 3rd May 1972, in terms of Clause 25 of the Constitution then in force, this Constitution as amended from time to time is the sole and only Constitution of the GRA and any other version or versions preceding this are hereby declared null and void.
- 20.2. The Constitution, as revised and assented to on [REDACTED] 2017, must be reviewed every 5 years.
- 20.3. Every subsequent revision of this Constitution as adopted on [REDACTED] 2017 must be assented to by the EXCO by way of a general resolution and must be signed by the Chairperson and the Secretary.
- 20.4. This Constitution of the GRA may only be amended, rescinded or altered by the GRA at an AGM or SGM by a two-thirds ($\frac{2}{3}$) majority of members in good standing and present at the meeting.
- 20.5. Any amendment to the Constitution shall take effect immediately after the meeting at which it is accepted unless otherwise specified.

21. AMALGAMATION AND DISSOLUTION OF THE GRA

- 21.1. The GRA may enter into voluntary association or joint venture with any entity or association with the same or similar objectives.
- 21.2. The movable property of the GRA may be sold and the GRA wound up, or reconstructed, by the resolution of the majority of not less than two-thirds ($\frac{2}{3}$) of the votes of the Members present in person at a SGM, provided that
- 21.2.1. not less than thirty (30) days special notice of the meeting to consider such question, of partnership, amalgamation or reconstruction shall be given and
- 21.2.2. such notice clearly sets forth the objectives of the meeting and provides further that not less than twenty percent (20%) of Members eligible to vote shall be present at any such meeting.
- 21.3. If at any meeting properly called, as contemplated in Clause 21.2, the requisite number of Members fail to attend, then the meeting shall stand adjourned to the same time and place in the following week. Special notice of the adjourned meeting shall be given by the Secretary and at such adjourned meeting any Member or Members present shall be deemed to be a quorum and shall have full power to act.
- 21.4. The GRA may be dissolved by a resolution to that effect passed at an AGM or at a SGM of which the notice of the meeting must contain appropriate information as to the intent and reasons for dissolution. The motion for dissolution must be passed by not less than two-thirds ($\frac{2}{3}$) of the total voting strength present in person or by proxy at the meeting. Unless the resolution otherwise directs, the EXCO shall incur no further unnecessary liabilities and shall liquidate the GRA within six months.
- 21.5. If upon dissolution of the GRA there remain any assets whatsoever after the satisfaction of all its debts, liabilities and obligations, such assets shall not be paid to or distributed among its members, but shall be given to a similar public organisation operating in the Area.

22. DISPUTE RESOLUTION

- 22.1 Should any dispute, disagreement, or claim arise between the Members or any Member and the EXCO (hereafter referred to as "the dispute") arising out of or in connection with this Constitution or any policy implemented pursuant hereto, the parties to such dispute will first endeavour to resolve the dispute by negotiation.
- 22.2 The negotiation will entail one party inviting the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from the date of the written invitation.
- 22.3 If the dispute has not been resolved by negotiation, the parties will submit the dispute to AFSA administered mediation upon the terms set by the AFSA secretariat.
- 22.4 Failing such resolution, the dispute, if arbitrable in law, will be finally resolved in accordance with AFSA's rules by and arbitrator or arbitrators appointed by AFSA.



22.5 None of the terms of this clause 22 will prevent a party from approaching a court of competent jurisdiction to obtain urgent relief.

23. DOMICILIUM

23.1. For all purposes of this agreement and matters arising here from, including but not limited to giving notice, the making of any communication, and service of any process, the parties choose their respective addresses as follows:

- 23.1.1. GRA at: the address of the prevailing Chairman from time to time
- 23.1.2. Members at: the address provided as such by the Member to the GRA in its application for membership

23.2. A Member may change its domicilium by notice in writing to the GRA, provided that the new domicilium is a physical address, and not a postal address, within the Republic of South Africa.

23.3. Any notice must be in writing and must be delivered by hand, transmitted by telefax, transmitted by e-mail, or be posted to the domicilium chosen by the member concerned.

23.4. A notice or process delivered at the Member's domicilium will be deemed to have been duly received:

- 23.4.1. on the date of delivery if delivered by hand and handed to a responsible person at the Member's domicilium and it will not be necessary to hand such process or notice to any Member or such Member's nominates representative personally;
- 23.4.2. on the date of transmission if transmitted by telefax or by e-mail, provided that if such transmission is out of commission for any reason, such period will not be included in arriving at the deemed receipt;
- 23.4.3. 10 (ten) days after the date of posting, provided that if such postal facilities are out of commission for any reason, such period will not be included in arriving at the deemed receipt;
- 23.4.4. at the address stated on the envelope, telefax, or e-mail;
- 23.4.5. by the party as the addressee or to a responsible person at the chosen domicilium unless the contrary is proven.

23.5. Notwithstanding anything to the contrary herein, a written notice or communication actually received by a Member will be deemed to be written notice or communication on the date of actual receipt, notwithstanding that it was not delivered or transmitted to its chosen domicilium.

CHAIRPERSON

SECRETARY

Date:

Date:

PLACE WHERE THIS CONSTITUTION WAS ADOPTED:

DATE ON WHICH THIS CONSTITUTION WAS ADOPTED:



APPENDIX A: GRA AREA OF OPERATIONS

