

# CONSTITUTION

of the

## GREENSIDE RESIDENTS ASSOCIATION

(2023 Revision)

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## **1. DEFINITIONS**

- 1.1.** “Area” means the geographic area of operations of the GRA described in clause 5.4 and as depicted in Annexure A.
- 1.2.** “City” means the City of Johannesburg Metropolitan Municipality, located in Gauteng.
- 1.3.** “City Council” means the municipal body having administrative and legislative powers that governs the City.
- 1.4.** “Community” means the owners and residents in the Area.
- 1.5.** “Constitution” means the constitution of the GRA as set out in this document including annexures, schedules, addenda and validly executed amendments.
- 1.6.** “Councillor(s)” means the elected person(s) representing Greenside on the City Council.
- 1.7.** “EXCO” or “Executive Committee” means the governing body of the GRA.
- 1.8.** “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 determined in terms of clause 7.10.3.
- 1.9.** “GRA” means the Greenside Residents Association
- 1.10.** “Greenside” means the suburb of Greenside, under the municipal administration of the City, with physical boundaries corresponding to the Area .
- 1.11.** “Member” means an owner of property in, or a resident of, Greenside whose membership application has been accepted and has thereby obtained the right to vote at meetings of the GRA.
- 1.12.** “Office Bearers” means the Chairperson, Deputy Chairperson, Secretary, Treasurer and Portfolio Managers; and “Office Bearer” means any of them.
- 1.13.** “Portfolio Manager” means an EXCO member responsible for a specific committee portfolio, e.g., Membership or Security.

## **2. NAME**

**2.1.** The name of the association is the Greenside Residents Association, or GRA.

## **3. STATUS OF THE GRA**

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

**3.2.** All assets of the GRA will vest in the GRA and no EXCO member will be jointly or severally liable for the debts or obligations of the GRA unless that member has agreed to this in writing.

**3.3.** The GRA is liable only for its own debts and any assistance granted to any person or body, whether corporate or unincorporated, will not render it liable for the debts of that person or body.

**3.4.** 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. The GRA will 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 the purpose.

## **4. GENERAL AIMS AND OBJECTIVES OF THE GRA**

**4.1.** The principal objective of the GRA is to advance the collective interests of its Members, those who may become Members and the general public in Greenside, and to this end, shall:

**4.1.1.** be non-discriminatory, in particular non-party political, non-racist and non-sexist;

**4.1.2.** endeavour to 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 providing a forum for the exchange of views and information on such matters;

**4.1.3.** represent the interests of the community in its relationship with the appropriate local authorities, through co-operation, consultation, and collaboration with representative member(s) of the City Council, to ensure the voice of public opinion is 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.** endeavour to develop a family and child friendly environment within an integrated urban community;

- 4.1.8. endeavour to 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;
- 4.1.10. raise funds for the purpose of achieving the objectives of the GRA;
- 4.1.11. endeavour to improve and protect the safety of the general public in Greenside, whether they are Members or not;
- 4.1.12. promote, and endeavour to preserve and maintain areas or buildings of cultural and/or historical interest; and
- 4.1.13. promote environmental awareness, greening, clean-up and sustainable development projects;
- 4.2. Notwithstanding the sequence of the sub clauses in clause 4.1, no aim and/or objective will take precedence over any other.

## **5. AREA OF OPERATION**

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

## **6. MEMBERSHIP**

- 6.1. Terms of Membership
  - 6.1.1. Membership of the GRA will be of two classes;
    - 6.1.1.1. Private Membership, which will be open to any person who is legally a property owner or occupies property in the Area, and who is 18 years of age or older ("Private Member"); or
    - 6.1.1.2. Business Membership, which will be open to any person, partnership, company, close corporation, or other corporate body carrying on business in or from premises within the Area ("Business Member").
  - 6.1.2. Membership is limited to one (1) membership per address i.e., per household or business.
- 6.2. On approval of GRA membership, the new Member's name will be entered into the register of Members, and should include the address in the Area, name and contact details of the new Member.
- 6.3. Membership Fees
  - 6.3.1. Members must pay the annual subscription fee determined by the GRA committee and ratified by a simple majority at the GRA AGM.

- 6.3.2. Subscription fees will be due and payable by a Member annually in advance at the beginning of each calendar year – ie January 1st;
- 6.3.3. Reduced rates for pensioners and those in need can be approved.
- 6.3.4. No Member will be entitled to take part in or 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 their subscription or any other liability to the GRA.
- 6.3.5. The liability of each Member will be limited to the amount of their subscription and to any other debt owing by that Member to the GRA.

#### Suspension and Cancellation of Membership

- 6.4. Subject to clause 6.5, any Member who breaches the Code of Conduct set out in clause 18 below may be suspended by the EXCO for such period as it may determine, or may have their membership to the GRA cancelled.
- 6.5. A Member may be suspended following a hearing which will be presided over by three members of the EXCO, one of whom must be the Chairperson or Deputy Chairperson, and who will be required to give written reasons for their decision, which may be suspension or cancellation of Membership.
- 6.6. Written notice of suspension or cancellation must be given to the Member concerned.
- 6.7. Resignation/Lapsing of Membership
  - 6.7.1. Membership will automatically lapse upon the Member no longer being a member of the Community, or upon ceasing to live or own property in the Area.
  - 6.7.2. 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 that Member towards the GRA which has already been incurred at the time of resignation.
  - 6.7.3. A Member whose membership fee is overdue for more than one Financial Year will forfeit his/her membership, until they pay the required subscription fee.

## **7. MANAGEMENT**

- 7.1. The affairs of the GRA will be conducted, administered, and governed by the EXCO, subject to any direction by the Members given in a resolution passed at any general meeting.
- 7.2. The EXCO will consist of no less than four (4) Members, who must be elected annually at the AGM.
- 7.3. At the first EXCO meeting after the AGM, which meeting must be held not more than a month after the AGM, the EXCO members must:
  - 7.3.1. elect the Chairperson, Deputy Chairperson and Treasurer of the GRA from among their number; and
  - 7.3.2. identify and if necessary, establish portfolios for the execution of its duties, as guided by the General Aims and Objectives of the GRA set out in clause 4, and assign Portfolio Managers to those portfolios.
- 7.4. Depending on the number of portfolios and the number of EXCO Members, management of more than one portfolio may be assigned to an EXCO member.

- 7.5. The names of the Office Bearers as well as the Portfolio Managers must be communicated to the GRA Members within one month of their taking office.
- 7.6. EXCO members offer, and are appointed, to render community service for the benefit of the Community. In fulfilling this role, the EXCO members will be accountable to the Community and must report back to the Community in the form of public meetings, written communication and/or electronic communication including maintaining the GRA website with relevant information.
- 7.7. EXCO members may 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.
- 7.8. The EXCO may consist of both Private Members and Business Members, but Business Members may not constitute more than one third ( $\frac{1}{3}$ ) of the total number of Members making up the EXCO.
- 7.9. No EXCO member may be Chairperson for a third consecutive year unless agreed upon by a majority of the EXCO.
- 7.10. The EXCO will have the power and authority to:
  - 7.10.1. manage and administer the GRA's finances in accordance with clause 13;
  - 7.10.2. make rules governing the procedure for conducting the affairs of the GRA;
  - 7.10.3. determine the end of the Financial Year. Until the EXCO decides otherwise the end of the Financial Year will be the last day of December in each year.
- 7.11. The Chairperson will chair all meetings of the GRA and EXCO. In the absence of the Chairperson the Deputy Chairperson will chair the meeting. If the Deputy Chairperson is not present those members of EXCO present must elect one of their number to take the chair.
- 7.12. The EXCO must meet whenever necessary, and at least once every second month. At least seven (7) days' notice should be given of the meeting. The quorum at a meeting will be half ( $\frac{1}{2}$ ) the members of EXCO.
- 7.13. The EXCO may co-opt additional Members to the EXCO, provided that co-opted EXCO members must be Members in good standing of the GRA;
  - 7.13.1. co-opted EXCO members will not be entitled to vote at EXCO meetings;
  - 7.13.2. the number of co-opted Members must not exceed the number of Members elected at the previous AGM.
  - 7.13.3. The term of office of all co-opted EXCO Members will expire at the following AGM.
- 7.14. The EXCO may form sub-committees and working parties and may invite persons who are not EXCO members to attend their meetings, provided that invitees will not be entitled to vote at such meetings.
- 7.15. The EXCO must ensure that minutes of all meetings are kept. These must be in writing or in a form that can be easily converted to writing and must record the date and place of the meeting as well as details of all decisions or resolutions taken by the EXCO. All records must be kept in a secure format, which may include electronic storage.
- 7.16. The following persons will be disqualified from being an EXCO member:
  - 7.16.1. Anyone who is or becomes a City Councillor while they are an EXCO member;
  - 7.16.2. Anyone who fails to attend three successive EXCO Meetings without providing an apology acceptable to EXCO;
  - 7.16.3. Anyone who is not in good standing as a Member of the GRA.

## 8. DUTIES OF OFFICE BEARERS

- 8.1. The duties of the Chairperson will include:
  - 8.1.1. chairing all the EXCO and AGM meetings;
  - 8.1.2. acting as official public representative of the GRA; and
  - 8.1.3. being responsible for general oversight and coordination of the EXCO and its activities in serving the Community.
- 8.2. The duties of the Deputy Chairperson(s) will include:
  - 8.2.1. assisting the Chairperson in general oversight and coordination activities of the EXCO as required from time to time; and
  - 8.2.2. in the absence of the elected Chairperson, acting as Chairperson of the GRA and being responsible for all activities contemplated in clause 8.1.
- 8.3. The duties of the Secretary will include:
  - 8.3.1. ensuring that the GRA's administration runs smoothly;
  - 8.3.2. keeping and maintaining an accurate database of paid-up Members;
  - 8.3.3. keeping proper records and minutes of all meetings as well as preparing and sending out notices of all general and EXCO meetings ;
  - 8.3.4. receiving all postal and/or electronic correspondence addressed to the GRA and ensuring it is referred to the appropriate EXCO member or Portfolio Manager for attention;
  - 8.3.5. ensuring that progress on matters referred to Exco members and Portfolio Managers is reported on at EXCO meetings;
  - 8.3.6. maintaining records of both incoming and outgoing correspondence they deal with on behalf of the GRA, to EXCO requirements;
  - 8.3.7. providing the councillor(s) for the Area with a copy of the minutes of all the meetings of EXCO and the GRA and giving them timely notice of such meetings .
- 8.4. The duties of the Treasurer will include:
  - 8.4.1. keeping a record of all monies received and disbursed by 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 paid-up Members;
  - 8.4.4. keeping and maintaining accurate financial records of the 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 financial statements for the period at the end of each Financial Year and presenting these to EXCO for approval before their presentation at the AGM of the GRA.
- 8.5. The duties of Portfolio Managers will include:
  - 8.5.1. dutiful and timeous execution of activities and functions determined and mandated by the EXCO from time to time, in pursuance of achieving the 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 AGMs, EXCO meetings and special general meetings of the GRA;



- 8.5.4. preparing and submitting written portfolio reports as needed to the EXCO with recommendations, as appropriate, to enhance services to the Community; and
- 8.5.5. assisting in monitoring compliance with the rules and regulations of the GRA.

## **9. ELIGIBILITY OF EXCO MEMBERS FOR RE-ELECTION**

- 9.1. At every AGM of the GRA the members of the EXCO will be eligible for re-election to the EXCO, subject to clauses 7.9 and 7.16.

## **10. VACANCIES ON EXCO**

- 10.1. If the Chairperson is unavailable for any reason –
  - 10.1.1. the Deputy Chairperson will act as Chairperson while the Chairperson is unavailable; and
  - 10.1.2. The office of Deputy Chairperson must be taken over by one of the other Exco members.
- 10.2. Casual vacancies on EXCO may be filled by co-opting new EXCO members through an EXCO resolution, but subject to clause 7.13

## **11. EXCO MEMBERS ABSENT WITHOUT LEAVE**

- 11.1. Any EXCO member who is absent from more than two consecutive meetings of the EXCO without notice will cease to be an Exco member.
- 11.2. The EXCO may grant an EXCO member leave of absence from not more than three consecutive meetings of the EXCO.

## **12. INDEMNITY**

- 12.1. Subject to the provisions of any relevant statute, Members, Office Bearers and other members of the EXCO will be indemnified by the GRA for all acts done by them in good faith on its behalf.
- 12.2. Subject to the provisions of any relevant statute, no Member, Office Bearer or other Member of the EXCO will be liable for:
  - 12.2.1. the acts or omissions of any other Member, Office Bearer or other EXCO member, or
  - 12.2.2. any loss, damage or expense suffered by the GRA which occurs in the execution of the duties of their office, unless it arises because of their dishonesty or failure to exercise the degree of care, diligence and skill required by law.
- 12.3. The EXCO must insure the GRA and its Members as well as the Office Bearers, EXCO members and Portfolio Managers against such liabilities that they may incur in good faith in connection with the GRA or its activities.

## **13. FINANCES**

- 13.1. The EXCO must –

- 13.1.1. act on behalf of the GRA to receive annual subscriptions, donations, grants and all other revenues of the GRA
- 13.1.2. keep track of finances
- 13.1.3. 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;
- 13.1.4. elect from its members three (3) authorised signatories to approve the GRA's financial transactions. Any financial transaction must be approved by two of the three authorised signatories, one of whom must be either the Chairperson or the Treasurer;
- 13.1.5. pay any person or organization for services rendered or for goods and premises hired or for necessary purchases made in pursuance of the objectives of the GRA;
- 13.1.6. invest any monies of the GRA for any of its purposes or commitments.
- 13.2. The EXCO must ensure a financial statement is prepared after the end of each Financial Year
- 13.3. No monies paid to the GRA on account of a membership subscription may be refunded.
- 13.4. Any monies donated to the GRA to be used for a particular purpose must be used for that purpose only and must be accounted for accordingly, and 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 must be applied to a purpose as near as possible to the original purpose, or 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.
- 13.5. If the GRA resolves, in terms of clause 21, that it should be dissolved, it may not distribute any funds to any individual, but only to one or more voluntary or non-profit associations substantively taking over the GRA's role, 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 must be held annually.
- 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 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 their portfolio's activities during their year of office;
  - 14.2.6. Report on the annual financial statements;
  - 14.2.7. Consideration of any resolution(s) proposed by Members or EXCO and raised in accordance with 14.7;
  - 14.2.8. General, where no resolutions binding on the GRA may be taken at the AGM from matters raised under this heading; and

- 14.2.8.1. If matters requiring a resolution arise under this heading, a special general meeting may be called to resolve them at the discretion of the EXCO.
- 14.2.9. Election of EXCO members for the forthcoming year.
- 14.3. The Secretary must ensure that at least thirty (30) days' notice is given to Members of the intention to hold the AGM on a specified date.
- 14.4. Written notice of at least fourteen (14) days of the date, hour and venue of the AGM must be given, accompanied by an agenda complying substantially with the requirements set out in clause 14.2.
- 14.5. Notice of the AGM must be served:
  - 14.5.1. by posting the notice on the website of the GRA, and
  - 14.5.2. by electronic communication to the Member's last known e-mail address;
  - 14.5.3. by notices on social media
- 14.6. Accidental failure to notify any Member will not invalidate the proceedings of the AGM.
- 14.7. Notice of any resolution to be proposed at the AGM must be lodged with the Secretary at least fourteen (14) days before the date determined for the AGM. The resolution must either emanate from EXCO or be signed and supported by not less than twenty (20) Members of the GRA in good standing.
- 14.8. Copies of the annual financial statements, as well as the report by the Chairperson of the GRA, must 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 an 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 must in like manner call a SGM upon receipt of a written request signed by twenty (20) members of the GRA in good standing, specifying the purpose for which the meeting is to be called.
- 15.3. No business other than that specified in the notice convening a SGM may be transacted at the meeting.

## **16. QUORUM AT GENERAL MEETINGS**

- 16.1. A quorum for an AGM or an SGM called by the EXCO will be twenty (20) Members.
- 16.2. If there is no quorum within fifteen (15) minutes after the time fixed for the meeting, it must be postponed to the same day and hour of the following week and at the resumed meeting the Members present will 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 written request of Members in accordance with 15.2, if a quorum of twenty (20) Members is not present within 15 minutes after the time fixed for the meeting, the meeting will be cancelled.

## **17. VOTING**

- 17.1. Members in good standing will be entitled to one vote per Membership at any general meeting of the GRA. Voting may be in person or by a proxy appointed in writing. Only members of EXCO may be appointed as proxies and there will be no limit to the number of proxies that a member of EXCO may hold.
- 17.2. Every motion submitted to a general meeting must be decided by a show of hands unless the Chairperson decides otherwise. If a poll is requested by one-tenth a majority of voting Members present in person or by proxy, the Chairperson must comply with the request and determine how it will be carried out.
- 17.3. The Chairperson will have a casting vote when an equal number of votes is cast for and against a motion at an EXCO meeting. The Chairperson will not have a casting vote at a general meeting or with regards proposed re-election of the chairperson.

## **18. CODE OF CONDUCT**

- 18.1. The Code of Conduct will be binding on all Members and members of the EXCO.
- 18.2. The following Rules of Conduct must be observed:
  - 18.2.1. Members and/or Exco members must always conduct themselves at meetings in a dignified and orderly manner. Any member who persists in conducting themselves inappropriately must leave the meeting immediately when so requested by the Chairperson;
  - 18.2.2. No Member and/or EXCO member may conduct themselves while representing the GRA in a way that brings the GRA into disrepute;
  - 18.2.3. No Member and/or EXCO member may influence or attempt to influence the GRA in its consideration of a decision on any matter before it to gain some direct or indirect benefit, whether financial or otherwise for themselves or for any other person or body with whom or which they may be associated;
  - 18.2.4. EXCO members, including Members co-opted to the EXCO, 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;
  - 18.2.5. EXCO members, including Members co-opted to the EXCO, must 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;
  - 18.2.6. No Member and/or EXCO member of the GRA may 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;
  - 18.2.7. EXCO members may not request, solicit or accept any benefit, reward, gift or favour for their activity as EXCO members in particular for:
    - 18.2.7.1. persuading or attempting to persuade EXCO members in regard to the exercise of any function or duty, or
    - 18.2.7.2. making a representation to the City Council or any committee of the City Council or any organ of state or any state owned company or any person providing services in the Area;

- 18.2.8. EXCO members must perform the functions of office in good faith, honestly and in a transparent manner;
- 18.2.9. No EXCO member, 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 must be authorised by the Chairperson.

## **19. CONFLICT OF INTEREST**

- 19.1. All EXCO members must disclose any business or material personal interests that they have in a matter that relates to the activities of the GRA. In addition, EXCO members must disclose any other interest that is appropriate to disclose to avoid an actual conflict of interest or the perception of a conflict of interest.
- 19.2. Disclosure must be made in writing to all other EXCO members as soon as possible after the EXCO member becomes aware of an actual or potential conflict of interest. If the EXCO member is in any doubt whether there is a conflict of interest, or whether the conflict of interest is material, they must disclose it.
- 19.3. Details of the disclosure must be recorded in the minutes of every meeting at which the disclosure is made or in the minutes of the meeting following the disclosure.
- 19.4. An EXCO member 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 EXCO members who do not have an interest in the matter agree that the interest should not disqualify that EXCO member from being present while the matter is being considered, or from speaking at the meeting or from voting on the matter or from any of these.
- 19.5. The interest of an EXCO member, for the purpose of this clause, will include the interest of any family member of the EXCO member and the interest of any employer or business associate of the EXCO member. This clause will apply to members of sub-committees and working parties.

## **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  
....., must be reviewed at least every ten (10) years.
- 20.3. 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 and must be signed by the Chairperson and the Secretary or the Treasurer.
- 20.4. Any amendment to the Constitution will 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 elect to dissolve itself or enter partnership or amalgamate 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 resolution of not less than two-thirds ( $\frac{2}{3}$ ) of the Members present in person or by proxy at an AGM or SGM, provided that
  - 21.2.1. not less than thirty (30) days' notice of the meeting to consider the resolution must be given: and
  - 21.2.2. the notice clearly sets forth the objectives of the meeting, giving appropriate information as to the reasons for the proposed action and provides further that not less than twenty percent (20%) of Members eligible to vote must 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, the meeting must stand adjourned to the same time and place in the following week. Notice of the resumption of the meeting must be given to all persons entitled to attend and at such resumed meeting any Members present will be deemed to be a quorum and will have full power to act.
- 21.4. 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, those assets may not be paid to or distributed among its Members but must be given to a similar public organisation operating in the Area.

## **22. DISPUTE RESOLUTION**

- 22.1. If any dispute, disagreement, or claim arises 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 the dispute must first endeavour to resolve the dispute by negotiation.
  - 22.1.1. 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.
  - 22.1.2. If the dispute has not been resolved by negotiation, the parties must submit the dispute to AFSA administered mediation upon the terms set by the AFSA secretariat.
  - 22.1.3. Failing such resolution, the dispute, if arbitrable in law, must be finally resolved in accordance with AFSA's expedited rules by an arbitrator appointed by AFSA.
- 22.2. None of the terms of this clause 22 will prevent a Member or the EXCO from approaching a court of competent jurisdiction to obtain urgent relief.

## **23. DOMICILIUM**

- 23.1. For all purposes of this Constitution, including but not limited to giving notice, any communication, and service of process, the respective domicilia citandi et executandi of the GRA and the Members will be:
- 23.1.1. GRA: the physical address and email address of the Chairperson from time to time;
- 23.1.2. Members: the physical and email address address of each Member as provided to the GRA in their application for membership.
- 23.2. Any notice must be in writing and must be delivered by hand, transmitted by email, or posted to the addressee's domicilium .
- 23.3. Notice will be deemed to have been duly given:
- 23.3.1. ten (10) days after posting, if posted by registered post to the postal address specified in clause 23.1;
- 23.3.2. On the date of delivery, if delivered during business hours to the physical address specified in clause 23.1;
- 23.3.3. on the date of despatch, if sent to the email address specified in clause 23.1.

SIGNATURE:	SIGNATURE:
NAME:	NAME:
CAPACITY: <i>Chairperson</i>	CAPACITY:
DATE:	DATE:

**PLACE WHERE THIS CONSTITUTION WAS ADOPTED:** Greenside, Johannesburg

**DATE ON WHICH THIS CONSTITUTION WAS ADOPTED:**

## APPENDIX A: GRA Area of Operations

