

Kommetjie Residents' Association  
Kommetjie Inwonersvereniging

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**CONSTITUTION FOR THE KOMMETJIE RESIDENTS' AND  
RATEPAYERS' ASSOCIATION**

INDEX

|   | <u>Page</u> |
|---|-------------|
| RECITAL   | 2           |
| Clause  |             |
| 1 THE ASSOCIATION                                       | 3           |
| 2 DEFINITIONS AND INTERPRETATION                        | 3           |
| 3 OBJECT OF THE ASSOCIATION                             | 4           |
| 4 ASSOCIATION FUNDS                                     | 5           |
| 5 ASSOCIATION POWERS                                    | 5           |
| 6 ASSOCIATION POWERS: LIMITATIONS AND<br>QUALIFICATIONS | 7           |
| 7 THE MEMBERS   | 9           |
| 8 THE EXECUTIVE COMMITTEE                               | 9           |
| 9 EXECUTIVE MEMBER VACATING OFFICE                      | 11          |
| 10 PROCEDURE AT EXECUTIVE COMMITTEE MEETINGS            | 12          |
| 11 GENERAL MEETINGS                                     | 13          |
| 12 NOTICES  | 15          |
| 13 BOOKS OF ACCOUNT AND ANNUAL FINANCIAL STATEMENTS     | 15          |
| 14 SIGNATURES   | 15          |
| 15 LEGAL PERSONALITY, LEGAL ACTION AND CONTRACTS        | 15          |
| 16 AREA OF OPERATIONS                                   | 16          |
| 17 AMENDMENTS TO CONSTITUTION AND DISSOLUTION           | 16          |
| 18 INDEMNITY  | 16          |
| 19 EXECUTIVE COMMITTEE DISCRETION                       | 16          |

RECITAL:

- A. The national Constitution of South Africa adopted in May 1996, with its emphasis on responsive democracy and accountability has profoundly changed the way that National, Provincial and Local Government structures interact with citizens. Local civic bodies have a vital role to play in ensuring that its members' voices are heard and that its members are able to participate fully in the decision making process especially at Local Government level. Such participation is especially important for service delivery, sale of public land, land use planning matters and monitoring environmental impacts.
- B. Kommetjie and its immediate surroundings make up an area rich in natural assets which typify the best aspects of the Western Cape's Natural Environment. These natural assets include flora and fauna, streams, rocky and sandy shores, wetlands and wild and marine life. They represent an invaluable ecological and recreational resource for the inhabitants of Greater Cape Town, for visitors to the city and for Kommetjie residents. Their interests and those of future generations dictate that this resource be managed and protected.
- C. Accordingly, a need exists for a representative and effective local civic body, with capacity and authority to perform these administrative functions, to act as a responsible voice for the local community and be a custodian of the environment.
- D. The members of this Voluntary Association have resolved to adopt a new Constitution appropriate to the Association's object and role, so as to enable the ASSOCIATION more effectively to continue with, and expand, its work.

NOW THEREFORE:

1.

THE ASSOCIATION

1.1 The Voluntary Association or Universitas already established under the name of:

KOMMETJIE RESIDENTS' ASSOCIATION (KRA)

shall under the new name of the:

KOMMETJIE RESIDENTS' AND RATEPAYERS' ASSOCIATION (KRRA)

henceforth pursue the Object, and conduct its affairs according to the terms and conditions, set out in this Constitution.

1.2 The ASSOCIATION shall have perpetual succession, shall continue for an indefinite period, and shall be terminable by the members according to the procedure and in the manner set out below.

2.

DEFINITIONS AND INTERPRETATION

In this constitution, unless the context clearly indicates otherwise:

2.1 "The ASSOCIATION" means the Voluntary Association or Universitas referred to in Clause 1.1

2.2 "The ASSOCIATION Funds" means the capital and accumulated income of the ASSOCIATION under administration by the Executive Committee from time to time.

2.3 "The Executive Committee" means the persons nominated and elected as the members of the Executive Body of the ASSOCIATION and the persons (including any juristic persons) nominated and elected as their successors (or as additional members) from time to time.

2.4 "The Members" means the residents and registered owners of fixed property including juristic persons within Kommetjie.

2.5 "The Province" means the Western Cape Province, as it exists geographically at the date of adoption of this Constitution.

2.6 "The Republic" means the entire Republic of South Africa.

2.7 "Kommetjie" means the whole of that area of the Cape Peninsula presently known as Kommetjie, as indicated in the map attached hereto.

2.8 The masculine shall include the feminine, and the singular shall include the plural, and references to persons shall include juristic persons, and vice versa in all cases.

2.9 Reference to any statutory provision shall include a reference to that provision as modified, amended, extended or re-enacted from time to time, and any statutory replacement of such provision from time to time.

3.

OBJECT OF THE ASSOCIATION

3.1 The ASSOCIATION is established as a non-profit institution of a public character, with the Object generally:

3.1.1 to promote proactively and safeguard the interests of the residents and property owners in Kommetjie by monitoring proposed developments, land use and other activities affecting residents; in so doing to preserve and retain as far as possible the Village/Coastal character of Kommetjie and its natural environment;

3.1.2 to support the protection and preservation of streams, wetlands, indigenous flora and fauna, ecological systems, cultural assets and scenic beauty of the environment of the Southern Cape Peninsula in which Kommetjie is situated; to do this with the intention of preventing environmental degradation in this part of the Southern Cape Peninsula.

3.1.3 to consider and make recommendations regarding the administration, maintenance, development and income/expenditure of the municipal authority responsible for Kommetjie;

3.1.4 to negotiate with local government to ensure economic, efficient and appropriate quality of service levels

3.2 Without in any way limiting the general nature of the Object stated in Clause 3.1 above, the Object of the ASSOCIATION shall include:

3.2.1 promoting and encouraging the active and effective participation of the local residents and the general public's significant contribution to any decision-making process in pursuance of the Association's Object.

3.2.2 using all such means as may be lawful and practicable, including the making of representations and the instituting and defending of legal proceedings, to prevent or oppose all and any practices, projects or developments which may, in the reasonable opinion of the ASSOCIATION, cause harm or damage to Kommetjie and its environs.

3.2.3 endeavouring to ensure that any and all relevant authorities shall at all times uphold their obligations of compliance with any applicable legislation and see to it that such provisions as are relevant are enforced.

4.

ASSOCIATION FUNDS

4.1 The initial funds of the ASSOCIATION shall be:

4.1.1 the amount/s standing to its credit in its bank account/s; and

4.1.2 all other assets, whether movable or immovable, owned by it at the date of adoption of this Constitution.

4.2 The ASSOCIATION Funds may be increased by:

4.2.1 capital accruals, and accrued and undistributed income;

4.2.2 such further amounts or assets (including immovable property) as may from time to time become payable or transferable to the ASSOCIATION by way of donation by any person (including any juristic person) wishing to benefit the ASSOCIATION, or in any other lawful way.

5.

ASSOCIATION POWERS

5.1 The Association shall have all such powers as may be necessary to enable it to achieve its Object, which powers shall vest in a body to be known as the Executive Committee, which Committee shall be entitled to act on behalf of the ASSOCIATION in all matters affecting the conduct of its affairs, in furtherance of its powers and Object, and subject to the terms of this Constitution.

5.2 Therefore, the Executive Committee shall have all those powers and authorities that it requires to act on behalf of the ASSOCIATION. Without limiting this general statement, the Executive Committee shall have the following powers and authorities:

5.2.1 A complete and unfettered discretion as to the manner in which the Executive Committee deals with, uses and applies the assets constituting the ASSOCIATION Funds; the intention being that the entire ASSOCIATION Funds as they are constituted from time to time shall remain at the disposal of the Executive Committee, to be applied by it as it decides is appropriate for the achievement of the Object of the ASSOCIATION, subject to the limitations implicit in the Object and subject to the provisions of this Constitution.

5.2.2 The General Investment and Administrative Powers set out in Schedule "A".

5.2.3 The following Special Powers, which the Executive Committee may exercise in any manner it believes is appropriate, in its sole and absolute discretion:

5.2.3.1 To adopt, ratify and confirm any Agreements entered into by or on behalf of the ASSOCIATION, prior to the adoption of this Constitution.

5.2.3.2 To establish separate Parts of the ASSOCIATION Funds, with distinct objects and purposes, in implementation of the terms of this Constitution; and if deemed appropriate for administrative, fiscal or other reasons, to keep separate books and to account separately in respect of each such Part of the ASSOCIATION Funds.

5.2.3.3 \*Subject to the provisions of Clause 17.1, to determine whether the name of the ASSOCIATION should be changed, and whether its Object should be modified, and whether the terms and conditions of this Constitution should be otherwise amended.

5.2.3.4 To solicit and accept, at its discretion, additional donations and contributions for the ASSOCIATION; provided that:

5.2.3.4.1 All donations accepted shall be subject to the applicable terms of this Constitution, and shall not:

5.2.3.4.1.1 be unilaterally revocable at the instance of the donor concerned; or

5.2.3.4.1.2 seek to impose conditions on the ASSOCIATION, which are inconsistent with the terms of this Constitution.

5.2.3.4.2 If a donation is offered for a specific purpose which cannot be implemented, or which would be in conflict with the Object and terms of this Constitution, the Executive Committee shall be obliged to refuse or refund the donation.

5.2.3.4.3 All donations or contributions collected in foreign countries shall be received in the Republic.

5.2.3.5 To co-operate with any other Voluntary Association, Trust, Incorporated Association not for Gain, or other body having objects the same as or similar to the Object of the ASSOCIATION.

5.2.3.6 To determine the annual subscriptions payable by the members

5.2.3.7 Generally to do all things which are incidental or conducive to achieving the Object of the ASSOCIATION.

## ASSOCIATION POWERS: LIMITATIONS AND QUALIFICATIONS

6.1 In compliance with the anticipated requirements of the Commissioner of Inland Revenue, and in order to secure appropriate tax and duty exemptions for the ASSOCIATION, the powers of the ASSOCIATION shall be qualified as set out below in Clauses 6.2 to 6.11.

6.2 The ASSOCIATION shall be precluded from acquiring immovable property solely for the purpose of letting and deriving income from it; and the ASSOCIATION shall be precluded from engaging in any business, profit-making scheme involving trading operations or speculative transactions, except to the extent that they are activities directly connected with, and undertaken in bona fide pursuit of, the Object of the ASSOCIATION. (Such prohibited transactions and business shall include, inter alia, ordinary trading operations in the commercial sense, speculative transactions, so-called dividend stripping activities, as well as the letting of property on a systematic or regular basis).

6.3 The ASSOCIATION shall not make grants or loans except to persons or bodies wholly or chiefly engaged in activities which further the Object of the ASSOCIATION.

6.4 The affairs of the ASSOCIATION are to be administered in such a manner as to preclude any donor from deriving monetary or other advantage from money or any other assets paid or transferred to, by or for the benefit of the ASSOCIATION, except to the extent permitted in terms of Clause 6.7 below.

6.5 The surplus cash resources of the ASSOCIATION may be invested only:

6.5.1 in units of a Mutual Fund established in terms of the Unit Trust Control Act, No. 54 of 1981;

6.5.2 with a Financial Institution as defined in Section 1 of the Financial Institutions (Investments of Funds) Act, No. 39 of 1984.

6.5.3 in securities listed on a licensed Stock Exchange as defined in the Stock Exchanges Control Act, No. 1 of 1985; and

6.5.4 in Financial Instruments as defined in Section 1 of the Financial markets Control Act, No. 55 of 1989.

6.6 All money not invested in terms of Clause 6.5 shall be deposited by the ASSOCIATION, immediately it is received, in a suitable account to be opened in the name of the ASSOCIATION, with a registered Bank or other registered Financial Institution.

6.7 The capital and income of the ASSOCIATION, from whatever source they derive, shall be used solely for the promotion of its Object; no portion of the capital and income of the ASSOCIATION shall be paid or transferred, directly or indirectly, (whether as salary, dividend, bonus or otherwise) to any person by way of distribution of profit or gains: Provided that:

6.7.1 nothing contained in this Constitution shall prevent the payment in good faith to any person of reasonable remuneration for services actually rendered to the ASSOCIATION;

6.7.2 nothing contained in this Constitution shall prevent the payment in good faith to any person of an amount representing reimbursement of actual costs, expenses and commitments reasonably incurred on behalf of the ASSOCIATION and with its authority; and

6.7.3 no donor, Member or relative of a donor or Member, shall receive any benefit from the ASSOCIATION Funds, except in the circumstances and to the extent envisaged above.

6.8 If on the winding-up or dissolution of the ASSOCIATION there remains, after the satisfaction of its debts and commitments, any property at all, such property shall not be paid to or distributed among the Members, but shall be transferred by donation or otherwise to some other Voluntary Association, Trust, Association not for Gain registered in terms of Section 21 of the Companies Act, or other institution which has objects inclusive of or similar to the Object of the ASSOCIATION, and which the Executive Committee considers appropriate; failing which then to such recipient/s as may be so ordered by any Division of the Supreme Court on application by any interested party, but subject to the terms of Clauses 6.10 and 6.11.

6.9 If there are any net assets, on winding-up or dissolution of the ASSOCIATION, which may have been derived from contributions which were received by the ASSOCIATION from the public only in consequence of its registration in terms of the Fund-raising Act, No. 107 of 1978, these assets shall be given or transferred as contemplated above, but only in favour of one or more other Voluntary Associations, Trusts, Companies, or other institutions which are entitled to receive such contributions at the relevant time, in accordance with the provisions of the Fund Raising Act.

6.10 If there are any net assets, on winding-up or dissolution of the ASSOCIATION, which were derived directly from

6.10.1 Income and accruals of the ASSOCIATION which were exempted from income tax as a result of the provisions of Section 10(1) of the Income Tax Act, No. 58 of 1962; and/or

6.10.2 Donations exempted from donations tax in terms of Section 56 (1) of the Income Tax Act; and/or



6.10.3 Property included in a deceased estate which was allowed as deduction under Section 4(h) of the Estate Duty Act, No. 45 of 1955; such assets shall be given or transferred as contemplated above, only in favour of one or more other Voluntary Associations, Trusts, Companies or other institutions, as are also exempt from income tax, donations tax and/or estate duty in terms of the applicable provisions of the Income Tax Act and/or the Estate Duty Act.

6.11 Any amendment to this Constitution, immediately it is effected in terms of Clause 17.1, shall be notified in writing to the Commissioner for Inland Revenue; and in the event of the ASSOCIATION being a registered Fund Raising Organization as contemplated by the Fund Raising Act, it shall similarly be notified to the Director of Fund Raising.

## 7.

### THE MEMBERS

7.1 Membership of the Association shall be restricted to residents and ratepayers of fixed property within the local area of Kommetjie.

7.2 Notwithstanding anything to the contrary contained in this Constitution, membership of the ASSOCIATION may be granted, suspended or cancelled at the discretion of the members of the ASSOCIATION in General Meeting with reasons consistent with the Object of the Association being given.

7.3 No Resolution referred to Clauses 7.2 above concerning suspension or cancellation of membership shall be of force or effect unless adopted by a Two-Thirds (2/3) majority of the Members present or represented at a quorate General Meeting.

7.4 The annual subscription shall be fixed by the Executive Committee and announced by the outgoing Chairman at the AGM. Any members more than three months in arrears shall be deemed to have resigned from the Association.

## 8.

### EXECUTIVE COMMITTEE

8.1 The affairs of the Association shall be managed by an Executive Committee of not less than five members, and not more than ten. This shall include a Chairperson, a Deputy Chairperson, a Secretary and a Treasurer. Members shall be elected at the AGM in each year. The outgoing Chairperson shall ex-officio be a member of the Executive Committee. The Executive Committee shall at the first meeting following the AGM elect a chair and Deputy from within the membership of the Executive Committee. Any vacancy on the Executive Committee shall be filled by the executive.

8.2 Only fully paid-up Members of the ASSOCIATION in good standing shall be entitled to hold office as members of the Executive Committee.

- 8.3 Membership of the executive shall be restricted to persons eighteen (18) years and older.
- 8.4 The Executive Committee shall comprise:
- 8.4.1 the Chairperson, who shall be the Chief Executive Officer of the ASSOCIATION and the Executive Committee; and
- 8.4.2 at least four (4) and not more than Nine (9) other persons, who shall be elected annually by the ASSOCIATION in General Meeting.
- 8.5 Any person who wishes to take up executive status within the KRA, and who has rights to develop land, or a business within the jurisdiction of the KRA, shall be required to declare such interests in full and to appraise the other executive members, on an ongoing and fully transparent basis, of all such developments to the complete satisfaction of all members of the executive. Having made such a declaration an executive member will recuse himself or herself in all instances where such interest is related to a matter under discussion in committee. Failure to meet these criteria shall be deemed to be grounds for termination of executive status.
- 8.6 Executive members should at all times avoid conflict of interest between their Executive membership and private dealings with officials/members of local/provincial/central government.
- 8.7 Notwithstanding anything to the contrary set out above, the Executive Committee, by resolution adopted by a majority of at least two thirds (2/3) of its members in office from time to time, being not less than the required minimum of five (5), shall be entitled to call for the suspension or removal of any of its members at a General meeting in terms of Clause 7.2.

## 9.

### EXECUTIVE MEMBER VACATING OFFICE.

- 9.1 The office of member of the Executive Committee shall be vacated if a member:
- 9.1.1 resigns; or
- 9.1.2 misses three (3) consecutive meetings of the executive without an apology being accepted; or
- 9.1.3 becomes of unsound mind; or
- 9.1.4 becomes unfit and/or incapable of acting as such; or

9.1.5 is **convicted on** a Schedule 1 or 2 offence as defined in the Criminal Procedure Act no 51 of 1977.

9.1.6 is removed in terms of a Resolution duly passed in terms of Clause 8.7 above.

9.2. In the event of a position on the Executive Committee falling vacant for any of the reasons set out in Clause 9.1 above, the Executive Committee, by resolution adopted by a majority of at least Two-Thirds (2/3) of its members, may (and if the vacancy reduces the number of members to less than Five (5), shall co-opt a person to fill the vacancy. The person so co-opted shall hold office until the next General Meeting, at which Meeting his or her office may be terminated or ratified.

10.

PROCEDURE AT EXECUTIVE COMMITTEE MEETINGS

The Executive Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:

10.1 The Chairperson, or in his or her absence, the Vice-Chairperson, shall chair all meetings of the Executive Committee which he or she attends. In the absence of the Chairperson and the Vice-Chairperson, the remaining members of the Executive Committee may elect a chairperson from their number.

10.2 The Chairperson may at any time convene a meeting of the Executive Committee, and shall be obliged on the request of any three (3) members of the Executive Committee to convene such a meeting.

10.3 The quorum necessary for the transaction of any business by the Executive Committee shall be four (4) members or half (1/2) the number on the executive whichever is greater

10.4 At meetings of the Executive Committee each member shall have One (1) vote.

10.5 Disputed resolutions shall be decided by a majority of votes. In the event of an equality of votes the Chairperson shall not have a casting or second vote.

10.6 Proper minutes shall be kept of the proceedings of the Executive Committee, and a record of the persons present at each meeting. The minutes shall be signed by the Chairperson or the other member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Executive Committee, and  
on Two (2) days' notice to the Secretary or his or her deputy, by any Member of the ASSOCIATION.

10.7 The Executive Committee may delegate any of its powers and prerogatives to an Executive member, or to a special purpose committee, as it decides is appropriate. The member or committee to whom such delegation is made shall, in the exercise of the relevant functions, conform to any regulations and procedures that may be stipulated by the Executive Committee from time to time.

10.8 Ordinary members of the Association may attend Executive Committee meetings, but will have no vote.

11.

GENERAL MEETINGS

11.1 Annual General Meeting

11.1.1 An Annual General Meeting of the ASSOCIATION shall be held within a period of twelve (12) months of the adoption of this Constitution, and subsequent Annual General Meetings shall be held as soon as possible, but in any event within Three (3) months, after the end of each financial year; subject to the condition that no less than Fourteen (14) days' prior written notice of such meeting shall be given to all Members entitled to attend it.

11.1.2 The Annual General Meeting shall be convened by the Chairperson.

11.1.3 The business of an Annual General Meeting shall include, inter alia:

11.1.4 The election of a person to chair the meeting, when necessary;

11.1.5 The presentation and adoption of the Annual Report of the Chairperson;

11.1.6 The consideration of the Annual Financial Statements;

11.1.7 The election of representatives of Members to serve on the Executive Committee for the ensuing year.

11.1.8 Such other matters as may be considered appropriate.

## 11.2 Other General Meetings

11.2.1 Other General Meetings of the ASSOCIATION may be convened at any time at the request of:

11.2.2.1 the Executive Committee;

11.2.2.2 the Chairperson; or

11.2.2.3 any ten (10) Members of the ASSOCIATION in good standing.

11.2.2 Any General Meeting other than the Annual General Meeting shall be convened on not less than 7 days' notice to all Members entitled to attend General Meetings, and such notice shall state in broad terms the business to be transacted at the Meeting; provided that should the Chairperson, having been requested to give such notice, fail to give it within Three (3) days of the request, the persons requesting the Meeting shall be entitled themselves to give notice of and to convene the Meeting.

11.2.3 The Annual General Meeting (AGM) shall be held not later than the end of May, and further extraordinary general meetings at such times as may be considered necessary by the Executive Committee or on requisition of 10 members, in good standing, of the Association. At least seven days notice of any such meeting shall be given in the public press or by circular, such notice to state the business to be transacted at such meeting.

### 11.3 Resolutions and Voting

11.3.1 At all General Meetings, including the Annual General Meeting, a Resolution put to the vote shall be decided only by a poll. A poll shall be taken as directed by the Chairperson, and the result of the poll shall be the Resolution of the Meeting.

11.3.2 Each Member present or represented at such Meeting shall be entitled to One (1) vote. The Chairperson shall not be entitled to a second or casting vote in the event of an equality of votes.

### 11.4 Quorum

A quorum constituting a General meeting of the ASSOCIATION shall be the lesser of:

11.4.1 twenty (20) Members; or

11.4.2 One half (1/2) of the Members.

### 11.5 Powers

11.5.1 Notwithstanding anything to the contrary contained in this Constitution, a duly convened General Meeting of the ASSOCIATION, at which a quorum is present, shall be competent to carry out the Object of the ASSOCIATION, as set out above, and to exercise all or any of the powers, authorities and discretions of the ASSOCIATION.

12.

## NOTICES

12.1 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by telefax or prepaid ordinary post, to the last address notified by each person concerned to the ASSOCIATION, or in such other manner as the Executive Committee believes is expedient.

12.2 The inadvertent omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

12.3 If posted, notices shall be deemed to have been received Seven (7) days after posting.

13.

## BOOKS OF ACCOUNT AND ANNUAL FINANCIAL STATEMENT.

13.1 The Executive Committee shall ensure that the ASSOCIATION keeps proper books of account. Financial Statements (including Capital and Revenue accounts) shall be prepared at least once a year, in accordance with generally accepted accounting principles and practice, and shall reflect clearly the affairs of the ASSOCIATION. The books of account and Financial Statements shall be audited and certified in the customary manner by an independent practising Chartered Accountant.

13.2 A copy of the Annual Financial Statements shall be made available to Members on request as soon as possible after the close of the Financial Year.

14.

## SIGNATURES

All cheques, promissory notes and other documents requiring signature on behalf of the ASSOCIATION shall be signed in such manner as the Executive Committee resolves from time to time: Provided that any document requiring signature on behalf of the ASSOCIATION shall be signed by at least Two (2) Members of the ASSOCIATION.

15.

## LEGAL PERSONALITY, LEGAL ACTION AND CONTRACTS.

As a Universitas, or Association incorporated at common law, the ASSOCIATION:

15.1 shall have separate legal personality independent of its Members; and

15.2 may enter into contracts, and sue or be sued, in its own nature after ratification by members at a properly convened general meeting.

16.

#### AREA OF OPERATIONS

16.1 The activities of the ASSOCIATION, and the area within which it may use and spend its resources and funds, shall be confined to the Republic.

16.2 The ASSOCIATION shall be entitled to collect contributions throughout the Republic and elsewhere.

17.

#### AMENDMENTS TO CONSTITUTION AND DISSOLUTION

17.1 Subject to Clause 6.11, the terms of this Constitution may be amended, the name of the ASSOCIATION may be changed and the ASSOCIATION may be dissolved by decision of the Members in General meeting, provided that written notice of the proposed resolution is given not less than Twenty Eight (28) days prior to the date of the Meeting, and such notice states the nature of the resolution to be proposed. Any such resolution shall be deemed to have been adopted only if it supported by not less than three quarters (3/4) of the Members present at the Meeting, being not less than the minimum number necessary to constitute a quorum.

17.2 For the avoidance of doubt, it is confirmed that a resolution signed by all the Members of the ASSOCIATION shall be valid as if it had been passed at a duly convened General Meeting of the ASSOCIATION.

18.

#### INDEMNITY

18.1 Subject to the provisions of any relevant statute, each member of the Executive Committee and all other office bearers shall be indemnified by the ASSOCIATION for all acts done by them in good faith on its behalf; and it shall be the duty of the ASSOCIATION to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act or deed done by him or her, in his or her said capacity, in the bona fide discharge of his or her duties on behalf of the ASSOCIATION.

18.2 Subject to the provisions of any relevant statute, no member of the Executive Committee or the office bearer of the ASSOCIATION shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for having joined in any receipt or other act for conformity, or for any loss or expense suffered by the ASSOCIATION through the insufficiency or deficiency of title to any property acquired by the ASSOCIATION; or for the insufficiency or deficiency of any security in or on



which the monies of the ASSOCIATION may be invested; or for any loss or damage arising from the bankruptcy, insolvency or delictual act of any person with whom any monies, securities or effects are deposited or for any loss or damage caused in any other way, which occurs in the execution of the duties of his or her office or in relation thereto, unless it arises in consequence of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

19.

EXECUTIVE COMMITTEE DISCRETION

Where discretion is vested in the Executive Committee and/or the ASSOCIATION in terms of this Constitution, such discretion, except where expressly limited, shall be complete and absolute, and no person affected by any decision made by the Executive Committee or the ASSOCIATION pursuant to their discretionary powers shall be entitled to challenge such a decision: provided that the Executive Committee shall at all times be obliged to conform to the stated objects of the ASSOCIATION, and generally to comply with the terms and conditions of this Constitution. Moreover the Executive Committee shall be under no obligation to justify or furnish reasons for decisions taken by them in the legitimate exercise of their discretionary powers, except to the Members in General Meeting.

SIGNED at CAPE TOWN on this day of \_\_\_\_\_ 1999, thereby

certifying that this Constitution was duly adopted at a quorate General meeting of the

KOMMETJIE RESIDENTS' ASSOCIATION held on:.....

AS WITNESS:

1. \_\_\_\_\_  
SECRETARY OF THE ASSOCIATION and duly authorized thereto

2. \_\_\_\_\_  
TREASURER OF THE ASSOCIATION and duly authorized thereto

## CODE OF CONDUCT FOR MEMBERS OF THE EXECUTIVE COMMITTEE OF THE KOMMETJIE RESIDENTS AND RATEPAYERS ASSOCIATION (KRA)

### **Preamble**

The primary object of this code is to provide the executive committee members of KRA as well as residents and ratepayers as to what, from an ethical point of view, is expected of them in so far as their personal behaviour and mutual relationships are concerned.

The basic premise of the code is simply that every executive member of KRA assumes a special responsibility to the community he or she represents. Personal interest cannot be allowed to play a part in matters concerning the interest and welfare of the local community. It is the duty of executive members to avoid situations which may require them to compromise their conscience or good name. It is also the duty of everyone on the committee not to do anything which may compromise a fellow member.

### **Code**

1. Anyone under investigation shall be suspended from the committee until a verdict or ruling by an investigating authority is given.
2. An executive member shall withdraw from any deliberation where his personal interests are directly or indirectly involved.
3. Unless he has been duly authorised to do so an executive member may not negotiate or hold discussions with outsiders which may in anyway compromise decisions of the committee.
4. Confidential information may not be used for personal gain by an executive committee member
5. Executive members should be prepared to offer up a few hours per month beyond meetings
6. No executive member should act on behalf of KRA without that action being expressly condoned by the committee unless that action be a normal part his or her portfolio
7. It is important that committee members abide by the spirit as well as the letter of the constitution
8. Apologies should be tendered timeously