



**CONSTITUTION  
OF THE  
BOTHAS HILL RESIDENTS ASSOCIATION**

**1. NAME & POWERS**

- 1.1. The name of this association shall be the *BOTHAS HILL RESIDENTS ASSOCIATION* (hereinafter referred to as the "Association") and shall be a legal body.
- 1.2. The Association shall be non-racist and non-sexist in all its dealings and shall evaluate all proposals on their merit alone without regard to the race, colour or creed of the proposer.
- 1.3. The Association shall be empowered to hold assets in its own name and individual members shall have no claim to these assets by reason of their membership of the Association.
- 1.4. The Association shall be capable of suing and being sued in its own name. Individual members of the Association may not be sued as such in their own right in respect of any Association matter or business except in the case of fraud and / or embezzlement.

**2. OBJECTS**

- 2.1. To promote the interests of ratepayers and residents of Botha's Hill.
- 2.2. To work with and make representations to the relevant local authorities on behalf of the ratepayers and residents in all matters affecting the interests of Botha' s Hill, either directly or indirectly.
- 2.3. To co-operate with other organisations or bodies in the promotion of amenities for religious, social, educational and recreational purposes in Botha's Hill.
- 2.4. To keep members of the Association in touch with the activities of the relevant local authorities and to safeguard and uphold the interests of Botha' s Hill particularly with regard to provincial ordinances and local bye-laws.
- 2.5. To do all such things as, in the opinion of the Management Committee of the Association may fall within the scope of any of the above objects, or which may be deemed necessary for the benefit of Botha' s Hill.

**3. MEMBERSHIP**

- 3.1. All ratepayers of Botha' s Hill over the age of 18 years are entitled to become members of the Association on application to the Secretary, such application to be accompanied by the annual subscription as determined from time to time.
- 3.2. No member or employee of the relevant local authority or authorities may serve on the Management Committee of the Association and any member of this Management Committee who becomes, by election, appointment or otherwise, a member or employee of the relevant local

authority or authorities, shall *ipso facto* cease to be a member of the Management Committee.

#### **4. SUBSCRIPTIONS**

- 4.1. The annual subscription shall be determined at the Annual General Meeting for the ensuing year. Joint ratepayers to pay only one subscription.
- 4.2. Subscriptions are payable in advance on the first day of the Financial Year.
- 4.3. Any member whose subscription for the current financial year is still in arrears at the end of that same financial year shall cease to be a member.

#### **5. MANAGEMENT COMMITTEE**

- 5.1. A Management Committee appointed at the Inaugural Meeting and thereafter at the Annual General Meeting shall conduct the affairs of the Association.
- 5.2. The Management Committee shall comprise not less than 6 and not more than 10 members and shall hold office until the next Annual General Meeting.
- 5.3. If, for whatever reason, the number of members of the Management Committee falls below 10 (ten), the Management Committee may co-opt members of the Association to fill such vacancies, such co-opted persons to remain in office until the next Annual General Meeting.
- 5.4. The Management Committee shall elect from amongst themselves a Chairman, Vice Chairman, Secretary, Treasurer and other office bearers as deemed necessary.
- 5.5. Any member of the Management Committee absent from 3 (three) consecutive meetings of the Committee without having sought and obtained leave of absence from the Chairman shall *ipso facto* cease to be a member of the Management Committee.
- 5.6. Meetings of the Management Committee shall be held as and when required but at least monthly (except December) and shall be called by the Secretary on the direction of the Chairman.
- 5.7. At least 3 days clear notice shall be given to all Committee members of any additional meetings of the Management Committee.
- 5.8. In the event of a tie, the Chairman shall have a casting vote.
- 5.9. The Management Committee shall have the power to institute, conduct, defend or abandon legal proceedings in the name of the Association.
- 5.10. The Management Committee shall have the power to create sub-committees and to define their powers and to co-opt any person to serve on such sub-committees.
- 5.11. Members of the Management Committee shall be required to declare any financial interest they may have in any matters under discussion by the Committee and shall recuse themselves when such matters are voted upon.

#### **6. USE OF FUNDS**

- 6.1. The funds of the Association shall be applied solely towards the promotion of the objects of the Association as set out in Clause 2 of this Constitution, and shall not be distributed, either directly or indirectly to members of the Association. This prohibition shall be construed so as to prevent the payment of an Honorarium to any member of the Association in return for any services rendered.

## **7. QUORUM**

- 7.1. At all meetings of the Association, 20 (twenty) members, including the Management Committee, shall form a quorum.
- 7.2. At all meetings of the Management Committee, 4 (four) members shall form a quorum.
- 7.3. If after 10 (ten) minutes of the time scheduled for a meeting a quorum is not present, the meeting shall stand adjourned.
- 7.4. Adjourned meetings shall be held at the same time and at the same venue 7 (seven) days hence and at such adjourned meeting the number of members then present shall form a quorum, notwithstanding the provisions of clause 7.2.

## **8. MEETINGS**

- 8.1. The Annual General Meeting shall be held not more than 60 days after the end of the Financial Year.
- 8.2. Special General Meetings will be convened upon a resolution of the Management Committee or a requisition by not less than 12 (twelve) ordinary members in good standing, such requisition to state the purpose for which the meeting is called. The subscribers to such a requisition shall pay, in advance, the estimated cost of the written notice.
- 8.3. Such Special General Meetings shall be held at such time and at such place as the Management Committee may decide provided that the calling of such a Special General Meeting may not be delayed for longer than 14 (fourteen) days after the payment for the estimated costs of the written notice in terms of clause 8.2 has been received.
- 8.4. At least 10 (ten) business days clear notice shall be given for Annual General Meetings and Special General Meetings, such notice to commence 5 (five) business days after posting. The notice shall specify the business to be transacted at the meeting and shall be mailed to each paid-up member of the Association.

## **9. INDEMNITY**

The members of the association shall not, in their personal capacity, be liable for the debts of the Association. Every member of the Association or any committee appointed by it and every official of the Association is hereby indemnified and held harmless by the Association against any personal liability incurred by him or her arising out of or in connection with due and diligent exercise or performance by the member or by any such committee or official of any of the powers and functions which are or may be conferred upon him or her by or pursuant to this Constitution

## **10. FINANCIAL MATTERS**

- 10.1. A person of good standing in the community shall be appointed as Honorary Auditor at the AGM for the ensuing year. Should the office of the Honorary Auditor fall vacant during the course of a year, the Management Committee shall appoint an alternative Honorary Auditor.
- 10.2. A banking account shall be opened in the name of the Association with an approved bank and all cheques or other financial instruments drawn on this account shall be signed by any 2 (two) of the following persons: the Chairman, the Treasurer and the Secretary of the Management Committee.
- 10.3. All moneys to be spent must be approved by the Management Committee before payment is effected.

10.4. The Financial Year of the Association shall run from 01st July to 30th June.

10.5. The Treasurer shall compile the Annual Financial Statements and submit them to the Honorary Auditor.

10.6. Once audited, the Annual Financial Statement, signed by the Treasurer and the Auditor, shall be presented to the Annual General Meeting for approval.

## **11. AMENDMENTS TO THE CONSTITUTION**

11.7. This Constitution may be amended or added to at an Annual General Meeting or at a Special General Meeting of the Association provided that the notice convening such a meeting embodied the proposed amendments or additions to the Constitution. A two-thirds majority vote of those members in good standing present at the meeting shall be required to amend or add to the Constitution.

## **12. DISSOLUTION**

12.1. In the event of the dissolution of the Association for any reason, any assets belonging to the Association shall not be distributed to its members but will be transferred to some other body within the Botha's Hill area, having objectives similar to the objectives of the Association. In the event of there being no such body, to a registered welfare organisation by a decision of the last retiring Management Committee.



Approved and Adopted on the 27<sup>th</sup> June 1996  
Modified and Adopted at the Association's AGM on 15 August 2007  
Modified and Adopted Again at the Association's AGM on 30 August 2009