

**NOORDHOEK ENVIRONMENTAL ACTION GROUP (NEAG)  
CONSTITUTION**

1. **NAME:** Noordhoek Environmental Action Group. (NEAG)
  
2. **OBJECTS:** NEAG is a voluntary association with the objects
  - i. Protecting and preserving the indigenous flora, fauna, wild life, marine life and ecological systems of the natural environment of Noordhoek; and
  - ii. Promoting a holistic and mutually beneficial interaction between the human population of Noordhoek and that area's natural environment; for the benefit of all the residents of Noordhoek, and the residents of the areas known as the Noordhoek Valley and its environs as well as visitors to these areas.
  
3. **STATUS:**
  - 3.1 NEAG shall be a body corporate and will have an identity and existence distinct from its members of office-bearers and this status shall continue notwithstanding changes in the composition of its membership or office-bearers.
  - 3.2 Members or office-bearers shall have no rights in the property or other assets of NEAG solely by virtue of their being members or office-bearers.
  
4. **POWERS:**

Without limiting the general powers to carry out its objectives, NEAG shall have the power

  - i. To borrow on such terms and conditions as the Executive Committee decides for any of the objects of NEAG ; including the payment of liabilities; the making of a loan in furtherance of the Objects of NEAG; the preserving or acquiring of any assets or investments; the subscription of any shares; with powers from time to time to consent to any alteration or variation of the terms applicable thereto; and as security for any money so borrowed, NEAG shall be entitled to mortgage, pledge (either generally or specifically) or otherwise encumber, all or any portion of NEAG Funds, in the manner and on terms and conditions as it sees fit, with the right also to replace such borrowings or security.
  - ii. To guarantee (either gratuitously or for a consideration) the performance of contracts or obligations of any person (including a juristic person), upon such terms and conditions, and with or without security, as the Executive Committee in their sole and absolute discretion see fit; provided that any such person shall be wholly or chiefly engaged in activities which further the Objects of NEAG.
  - iii. To exercise the voting power attached to any shares forming part of NEAG Funds as the Executive Committee considers appropriate, and the Executive Committee shall be entitled to enter into any arrangements they consider necessary for the liquidation, reconstruction or amalgamation of any company of whose capital the shares form a part.
  - iv. To deal with any of the assets forming part of NEAG Funds, by way of exchange, sale, lease or otherwise, and in exercising any powers of sale they shall be entitled to cause such sale to be effected by public auction, tender or private treaty, as they consider appropriate.
  - v. In respect of any immovable property donated to and forming part of NEAG Funds : to exchange, sell, lease or otherwise deal with such immovable property or any portion of it,

and to grant rights or options in respect of it; to register mortgage bonds; and to maintain, repair, improve, demolish or reconstruct any buildings on or forming part of such immovable property.

## **5. ASSOCIATION POWERS: LIMITATIONS AND QUALIFICATIONS**

5.1 NEAG shall be precluded from engaging in any business, profitmaking 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 Objects of NEAG.

5.2 NEAG shall not make grants or loans except to persons or bodies wholly or chiefly engaged in activities which further the Objects of NEAG.

5.3 NEAG shall not condone or permit the rent-free occupation of any land or buildings owned by it from time to time by any person or organisation, except by persons or organisations wholly or chiefly engaged in activities which further the Objects of NEAG.

5.4 The surplus cash resources of NEAG may be invested only

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

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

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

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

5.5 All money not invested in terms of Clause 5.4 shall be deposited by NEAG, immediately it is received, in a suitable account to be opened in the name of NEAG, with a registered Bank or other registered Financial Institution.

5.6 The capital and income of NEAG, from whatever source they derive, shall be used solely for the promotion of its Objects; no portion of the capital and income of NEAG 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:

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

ii 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 NEAG and with its authority; and

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

## **6 THE MEMBERSHIP**

6.1 Membership of NEAG shall comprise all those who have applied for membership and have been accepted by the executive committee.

6.2 Further Members may be admitted from time to time at the discretion of the Executive Committee, subject to compliance with such terms and conditions of membership (including payment of any membership fees) as the Executive Committee may stipulate.

6.3 Notwithstanding anything to the contrary contained in this Constitution, membership of NEAG may be granted, suspended or cancelled at the entire discretion of the Members of NEAG in a General Meeting. It is expressly stipulated that no Member of NEAG may be required to give reasons for, or to justify, their decisions with respect to membership.

## **7. THE EXECUTIVE COMMITTEE**

7.1 All executive powers of NEAG shall vest in a body to be known as the Executive Committee, which shall be entitled to act on behalf of NEAG in all matters effecting the conduct of its affairs, in furtherance of its powers and Objects, and subject to the terms of this Constitution. In particular, the Executive Committee is vested with a complete and unfettered discretion as to the manner it deals with, uses and applies NEAG's assets.

7.2 The Executive Committee shall comprise:

i the Chairperson, who shall be the chief executive officer of NEAG and the Executive Committee; and

ii at least Five (5) and not more than Nine (9) other persons, who shall be elected by NEAG in an Annual General Meeting.

7.3 The Executive Committee may solicit and accept, at its discretion, donations and contributions to NEAG.

7.4 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 Six (6), shall be entitled to remove any of its members, whether elected or appointed. In such circumstances, the Executive Committee shall not be obliged to furnish reasons for or to justify its decision/s, except to the Members of NEAG in a General Meeting. If it decides this is appropriate or necessary, it may co-opt another member. Any person so co-opted shall hold office until the next General Meeting, at which Meeting his or her office may be terminated or ratified.

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

## **8. EXECUTIVE MEMBER VACATING OFFICE**

8.1 The office of member of the Executive Committee shall be vacated if a member:

i resigns; or

ii is removed in terms of a Resolution duly passed in accordance with the provisions of Clauses 6.3 or 7.4 above.

iii fails to attend 3 consecutive Executive meetings without an apology.

8.2 In the event of a position on the Executive Committee falling vacant for any reason, 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 Six (6) 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,

**9. PROCEDURE AT EXECUTIVE COMMITTEE MEETINGS**

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

- i 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;
- ii its members may from time to time, as occasion may require, elect from their number:  
  
A Vice-Chairperson;  
A Secretary;  
A Treasurer.
- iii The Chairperson may at any time convene a meeting of the Executive Committee, and shall be obliged on the request of any two members of the Executive Committee to convene such a meeting.
- iv The quorum necessary for the transaction of any business by the Executive Committee shall be Three (3) members.

9.2 At meetings of the Executive Committee each member shall have one (1) vote.

9.3 Questions arising 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.

9.4 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 NEAG.

9.5 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 his, her or its functions, conform to any regulations and procedures that may be stipulated by the Executive Committee from time to time.

**10. GENERAL MEETINGS**

10.1 Annual General Meeting

An Annual General Meeting of NEAG shall be held within the month of February, subject to the condition that no less than Twenty-one (21) days' prior written notice of such meeting shall be given to all Members entitled to attend it.

The Annual General Meeting shall be convened by the Chairperson.

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

- i the presentation and adoption of the Annual Report of the Chairperson;
- ii the consideration of the Annual Financial Statements;
- iii the approval of the budget for the ensuing year;
- iv the election of Members to serve on the Executive Committee for the ensuing year;
- v such other matters as may be considered appropriate.

#### 10.2 Other General Meetings

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

- i the Executive Committee;
- ii the Chairperson; or
- iii any Three (3) Members.

10.3 Any General Meeting other than the Annual General Meeting shall be convened on not less than Fourteen (14) days' written 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 Twenty-one (21) days of the request, the persons requesting the Meeting shall be entitled themselves to give notice of and to convene the Meeting.

#### 10.4 Resolutions and Voting

At all General Meetings, 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.

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.

#### 10.5 Quorum

A quorum constituting a General Meeting of NEAG shall be Six (6) Members.

#### 10.6 Powers

A duly convened General Meeting of NEAG, at which a quorum is present, shall be competent to carry out all the Objects of NEAG and to exercise all or any of the powers, authorities and discretions of NEAG.

### 11. NOTICES

11.1 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by post, e-mail or fax to the last address

notified by each person concerned to NEAG, or in such other manner as the Executive Committee believes is expedient.

- 11.2 The inadvertent omission to address notice/s to any person shall not invalidate the proceedings of any meeting.
- 11.3 If posted, notices shall be deemed to have been received Seven (7) days after posting.

**12. BOOKS OF ACCOUNT AND ANNUAL FINANCIAL STATEMENTS**

- 12.1 The Executive Committee shall ensure that NEAG 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 NEAG.
- 12.2 A copy of the Annual Financial Statements shall be made available to each of the Members as soon as possible after the close of the financial year.
- 12.3 The Financial Year shall end on the 31 December .

**13. SIGNATURES**

All cheques, promissory notes and other documents requiring signature on behalf of NEAG shall be signed by any two of the Chairperson, the Secretary and the Treasurer.

**14. CONTRACTS AND LEGAL ACTION**

NEAG shall have legal personality and may enter into contracts in the name of NEAG and may sue or be sued in its own name.

**15. AMENDMENTS TO CONSTITUTION AND DISSOLUTION**

- 15.1 The terms of this Constitution may be amended, the name of NEAG may be changed and NEAG may be dissolved by decision of the Members in an Annual or Special 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 is supported by not less than two-thirds (2/3) of the Members present and voting at the Meeting, being not less than the minimum number necessary to constitute a quorum.
- 15.2 If on the winding-up or dissolution of NEAG 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 NEAG, and which the Executive Committee considers appropriate.

**16. INDEMNITY**

16.1 Each member of the Executive Committee and all other office bearers shall be indemnified by NEAG for all acts done by them in good faith on its behalf; and it shall be the duty of NEAG 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 NEAG.

16.2 Subject to the provisions of any relevant statute, no member of the Executive Committee or other office bearer of NEAG 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 NEAG through the insufficiency or deficiency of title to any property acquired by NEAG; or for the insufficiency or deficiency of any security in or on which the monies of NEAG 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.

**17. EXECUTIVE COMMITTEE DISCRETION**

Where discretions are vested in the Executive Committee and/or NEAG in terms of this Constitution, such discretions, except where expressly limited, shall be complete and absolute, and no person affected by any decision made by the Executive Committee or NEAG 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 NEAG, 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 \_\_\_\_\_ 199 , thereby certifying that this Constitution was duly adopted at a quorate General Meeting of the **NOORDHOEK ENVIRONMENTAL ACTION GROUP** on \_\_\_\_\_ at Cape Town.

AS WITNESSES

1.

2.

**Diane Grinnell**  
**SECRETARY OF THE ASSOCIATION,**  
**and duly authorised thereto**

**Gordon Robert Bond**  
**CHAIRPERSON OF THE ASSOCIATION,**  
**and duly authorised thereto**