



# **BUFFELSPORT VALLEY**

## **TOURISM & INFO**

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# **CONSTITUTION OF THE BUFFELSPORT VALLEY TOURISM ASSOCIATION**

**A VOLUNTARY ASSOCIATION**

**("the Association")**

DOCUMENT DRAFTED BY



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## 1. GENERAL

1.1. In this constitution, the following words shall have the following meanings unless otherwise required by the context in which they are used, namely :-

**“the Association”** shall mean the BUFFELSPOORT VALLEY TOURISM ASSOCIATION;

**“the Auditors”** shall mean the auditors of the association;

**“the Area”** Shall mean the BUFFELSPOORT VALLEY area located in the geographical area as indicated in the attached map “A”, situated in the heart of the Buffelspoort region, between Mooinooi and Kroondal, with a stretch of land opposite the N4 (Marikana) on the one side and the Magaliesberg mountain-top on the West side.

**“the Articles”** Shall mean the separate paragraphs and conditions of this constitution;

**“the Constitution”** Shall mean this document and any valid amendments thereto;

**"in writing"** shall mean written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form including e-mail;

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<b>"month"</b>	shall mean a calendar month;
<b>"member"</b>	Shall mean an individual or juristic entity who applied for and was granted membership of the Association,
<b>"the Office of the Association"</b>	shall mean the office of the Association at BUFFELSPOORT SHOPPING COMPLEX, BUFFELSPOORT;
<b>"the Register"</b>	shall mean the Register of Members kept at the Office;
<b>"the Registered Office"</b>	shall mean the address as contained in the Register of Members;
<b>"the Republic"</b>	shall mean the Republic of South Africa as constituted from time to time;
<b>"year"</b>	shall mean a calendar year.

1.2. Words importing the singular number only shall include the plural number, and vice versa.

~~4.31.3.~~ Words importing the masculine gender only shall include the feminine gender and vice versa, and words importing persons shall include corporations, and vice versa.

1.4. Save as aforesaid, any words or expressions defined in any Act or any statutory modification thereof shall bear the same meaning in this constitution.

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- 1.5. The headings of the respective Articles are for reference purposes only and shall not be taken into account in the interpretation of these Articles.
- 1.6. Where consent or approval is required for any act by a member, such consent or approval shall be in writing and duly signed; not be unreasonably withheld; and shall be given prior to the member taking action.
- 1.7. The onus of proof in regard to receipt of any notice given or payment made by a member shall be upon the giver of the notice or the maker of the payment.
- 1.8. In the event of a member consisting of more than 1 (one) person, they shall be jointly and severally liable for all their obligations in terms of this constitution.
- 1.9. In the event of any provision of the constitution being unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and severable, without in any way affecting the validity of the remaining provisions.
- 1.10. This constitution shall in all respects and in regard to all matters arising therefrom be governed by the law of the Republic of South Africa.

**2. OBJECTIVE AND MAIN BUSINESS**

- 2.1 The main business and objective and business of the Association is to establish, manage and operate an INFORMATION BUREAU situated in the heart of the Buffelspoort Area with the aim to introduce the area to tourists and potential clients so that the business potential of the area can be promoted and expanded.
- 2.2 To that end, the Association's business shall be to procure and obtain the necessary funding to achieve the main objective of the Association.
- 2.3 After the main objective of the Association has been reached, i.e. the establishment of an INFORMATION BUREAU, secondary objectives shall include, but not be limited to:

- 2.3.1 Ensuring quality control of offerings through external grading agencies;
- 2.3.2 Adding of value to the community through relevant training and information sharing, e.g. business skills
- 2.3.3 Establishing a continuous and effective liaison between the community and the general public of Northwest and South Africa, especially through publications and media
- 2.3.4 Establishing tourism routes for visitors to the area
- 2.3.5 Provision of tour guides to visitors to the area
- 2.3.6 Promotion of specific activities in the area through advertisement.

### **3. MEMBERS**

- 3.1 The members of the Association shall consist of individuals and legal entities that are involved with and conduct businesses based on tourism and tourist friendly activities.
- 3.2 The MANAGEMENT COMMITTEE shall admit to membership such persons, as may become eligible for membership from time to time, who apply in writing for membership, all of whom shall on such admission be members of the Association in accordance with the provisions of this constitution. All applications for membership shall be accompanied by:
  - 3.2.1 Details of the prospective member's business activities, and how it relates to the promotion of tourism in the Area;
  - 3.2.2 Proof of the prospective member's resolution indicating their intention to join in the efforts and objectives of the Association and their consent and undertaking to comply with the obligations incurred by members in terms of this constitution;
- 3.3 There shall be one class of members.
- 3.4 The members shall have the following rights, qualifications and obligations pertaining thereto:

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~~4.13.4.1~~ Only individuals whose applications have been approved by the MANAGEMENT COMMITTEE shall qualify as members of the Association.

~~4.23.4.2~~ Every member of the Association shall have the right to vote at meetings of the Association and shall have ONE vote per member.

~~4.33.4.3~~ Every member undertakes to contribute to the funds of the Association for each year or other period as the MANAGEMENT COMMITTEE shall from time to time decide subject to the approval of the members in General Meeting, his proportionate share of the total financial requirements of the Association in order to enable the Association to fulfil its obligations and functions and to meet its commitments in accordance with and in complying with its stated main business and object, described herein.

~~4.63.4.4~~ Each member is entitled to be or to vote for the appointment of a member to the MANAGEMENT COMMITTEE of the Association;

~~4.73.4.5~~ The Association shall be entitled to demand payment of contributions referred to in 3.4.3 hereabove within 14 days of notifying all members thereof following a decision properly taken in respect of the amount(s) to be contributed and authorising the collection of the contributions from a date prior to or on the date of the notice, and should payment not be made by any member, the Association shall be entitled to legal recourse in order to collect the required contributions from such member and that member shall be responsible for all the Association's legal costs necessitated by his non-payment on the scale as between an attorney and his own client.

3.4.6 If any MEMBER fails to pay his contributions as set out above, his membership of the Association may be suspended or terminated.

#### **4. GENERAL MEETINGS**

4.1 The first General Meeting of the Association shall be held at such time and at such place as the MANAGEMENT COMMITTEE may determine.

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- 4.2 An Annual General Meeting shall be held once in every year at such time and place as may be determined by the MANAGEMENT COMMITTEE, provided that every Annual General Meeting shall be held not more than six months after the end of every financial year of the Association and within not more than fifteen months after the date of the last preceding such meeting of the Association,
- 4.3 The MANAGEMENT COMMITTEE may whenever it thinks fit convene a General Meeting, and General Meetings may also be convened by any four non executive members
- 4.4 Notice shall be given as follows:
- 4.4.1 At least twenty-one clear days' notice in writing of every Annual General Meeting and of every General Meeting called for the purpose of passing a Special Resolution,
- 4.4.2 at least fourteen clear days' notice in writing of every other General Meeting (exclusive in each instance both of the day on which it is given or deemed to be given and of the day of the meeting),
- 4.4.3 specifying the place, the day and the time of meeting, and in the case of special business the general nature of that business shall be given in the manner hereinafter mentioned to such persons (including the Auditors) as are in terms of these Articles entitled to receive such notices from the Association;
- 4.4.4 with the consent of a majority in number of the members having a right to attend and vote at the meeting who hold not less than ninety-five per cent of the total voting rights of all the Members, a meeting may be convened on a shorter period of notice than is prescribed above and with the consent of ALL the members the members may waive notice requirement for a specific meeting.
- 4.4.5 The accidental omission to give notice of a meeting to not more than one-tenth of the members, or in cases where instruments of proxy are sent out with the notice, the accidental omission to send such instrument of proxy to not more than one-tenth of the members, or the non-receipt or delay in



receipt of notice of a meeting or such instrument of proxy by any person entitled to receive notice shall not invalidate the proceedings at the meeting.

## **5. PROCEEDINGS AT GENERAL MEETINGS**

- 5.1 All business shall be deemed special that is transacted at a General Meeting, other than an Annual General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of the consideration of the annual financial statements, the reports of the MANAGEMENT COMMITTEE and of the auditors on the annual financial statements, the election of members to the MANAGEMENT COMMITTEE and the appointment and fixing of the remuneration of the Auditors.
- 5.2 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. A quorum for a General Meeting shall be 51% of the voting interest of the members or such greater number as may be determined by the Association in General Meeting from time to time, present in person, TOGETHER with at least 60% of the MANAGEMENT COMMITTEE.
- 5.3 If, within thirty minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned without notice to the same day in the next week (or if that be a public holiday to the next succeeding day other than a public holiday, a Saturday or a Sunday), at the same time and place, or to such other day and at such other time or place as the Chairman of the meeting shall appoint. If at such adjourned meeting a quorum as above defined is not present within thirty minutes from the time appointed for holding the meeting those members who are present in person and are entitled to vote shall be a quorum and may transact the business for which the meeting was called.
- 5.4 The Chairman of the Association shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he is not present within five minutes after the time appointed for holding the same, or if he is not willing to act as Chairman, the Members present shall choose some member of the

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MANAGEMENT COMMITTEE, or if no such member be present, or if all the members of the MANAGEMENT COMMITTEE present decline to take the chair, the members present shall elect one of their number to be Chairman.

- 5.5 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
- 5.6 Whenever a meeting is adjourned for forty-five days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting, save as aforesaid.
- 5.7 At a General Meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded by the Chairman of the meeting or by any member of the Association. Unless a poll be so demanded and the demand be not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 5.8 The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 5.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a member.
- 5.10 No poll shall be demanded on the election of the Chairman of the meeting or on any question of adjournment. A poll demanded on any other question shall be taken at such time and place and in such manner as the Chairman of the meeting directs, and

any business, other than that upon which a poll has been demanded, may be proceeded with pending the taking of the poll.

- 5.11 If any votes shall be counted which ought not to have been counted or might have been rejected or if any votes shall not be counted which ought to have been counted, the error shall not vitiate the resolution unless it be pointed out at the meeting and not even in that case unless it shall, in the opinion of the Chairman of the meeting, be of sufficient magnitude to vitiate the resolution. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting or adjourned meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
- 5.12 Any minutes of resolutions and proceedings at general meetings made in one of the minute books of the Association, if signed by any person purporting to be the chairman of the meeting to which it relates, or by any person present thereat and appointed by the MANAGEMENT COMMITTEE MEMBERS to sign the same in his place, or by the Chairman of a subsequent meeting of the MANAGEMENT COMMITTEE, shall be receivable as evidence of the facts therein stated.

## **6. VOTES OF MEMBERS**

- 6.1 Every individual member and every duly authorised and qualified representative of a member present at a General Meeting shall have the number of votes as set out in paragraph 3.4.2 on a show of hands and on a poll as determined by their classification.

## **7. PROXIES AND VOTING UNDER POWER OF ATTORNEY**

- 7.1 The instrument appointing a proxy shall be in writing under the hand of the person granting such proxy or his attorney duly authorised in writing. The holder of a power

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of attorney from a member may, if so authorised by the power of attorney, vote for and represent such member at any meeting of the Association.

7.2 A proxy need not be a member of the Association. A member may appoint more than one proxy to attend to the same occasion.

7.3 Every instrument of proxy, whether for a specified meeting or otherwise, shall be in the form or to the following effect or in such other form as the MANAGEMENT COMMITTEE may approve, and the MANAGEMENT COMMITTEE may, if they think fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting :-

<b>BUFFELSPOORT VALEY TOURISM ASSOCIATION</b>	
"I/We	_____
Of	_____
being a member/members of the abovenamed Association	
do hereby appoint	_____
of	_____
or failing him	_____
or	_____
or failing him the <b>Chairman of the Association</b> ; or failing him the <b>Chairman of the meeting</b>	
as my/our proxy to vote for me/us and on me/our behalf at the annual General (or general or adjourned as the case may be) Meeting of the Association to be held at _____ on the _____ day of _____ 20____, at (time appointed) and at any adjournment thereof.	
Dated this _____ day of _____ 20____	
Name (in full)	_____
Address	_____ _____
	_____ Signature
I/We desire to vote as follows :-	

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	FOR	AGAINST	ABSTAIN
+ Resolution No. 1 _____	_____	_____	_____
+ Resolution No. 2 _____	_____	_____	_____

*(Set out the numbers of the resolutions if more than one)*

*+ Mark with an X whichever is applicable. Unless otherwise directed, the proxy will vote or abstain as he thinks fit.*

- 7.4 Any member entitled to attend and vote at the meeting is entitled to appoint a proxy or proxies to attend, speak and, on a poll, to vote in his stead. The proxy so appointed need not also be a Member.
- 7.5 Any power of attorney and any instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power of attorney shall be deposited at the Office of the Association or at such other place within the Republic as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than forty-eight hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. In determining the said period of forty-eight hours, Saturdays, Sundays and public holidays shall not be taken into account. No instrument appointing a proxy shall be valid after the expiration of six months from its date except at an adjourned meeting or at a poll demanded at a meeting originally held within the six months after the date of such instrument.
- 7.6 A vote given in accordance with the terms of a power of attorney or an instrument of proxy shall be valid notwithstanding the previous legal incapacity of the principal or revocation of the power of attorney or instrument of proxy, unless an intimation in writing of such legal incapacity or revocation shall have been received by the Association (at the office at which such power or instrument is registered) not less than forty-eight hours before commencement of the meeting or the taking of the poll at which the instrument of proxy is used.

## 8. MANAGEMENT COMMITTEE OR MANAGEMENT COMMITTEE MEMBERS

29-8.1 The following provisions shall apply to the election and retirement of the MANAGEMENT COMMITTEE MEMBERS of the Association:

29-48.1.1 The number of the MANAGEMENT COMMITTEE MEMBERS of the Association shall not be less than five and not be more than ten.

29-48.1.2 The MANAGEMENT COMMITTEE of MANAGEMENT COMMITTEE MEMBERS shall call for nominations for the appointment of MANAGEMENT COMMITTEE MEMBERS prior to the holding of the Annual General Meeting, and at the meeting present the members with the nominees, whereafter the member will elect from the nominees the MANAGEMENT COMMITTEE MEMBERS to replace the retiring MANAGEMENT COMMITTEE MEMBERS.

8.2 The maximum number of MANAGEMENT COMMITTEE MEMBERS of the Association may be changed and limited by a General Meeting of the members of the Association from time to time. The MANAGEMENT COMMITTEE MEMBERS to be appointed to office shall be elected by members in general meeting.

8.3 The MANAGEMENT COMMITTEE MEMBERS shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Association, as long as such expenses were pre-authorized by the MANAGEMENT COMMITTEE, or later ratified.

8.4 Without prejudice to any provisions for retirement hereinafter contained, the office of a MANAGEMENT COMMITTEE MEMBER shall be vacated in any of the events following, namely :-

8.4.1 if he is found or becomes of unsound mind;

8.4.2 if he is requested in writing by all his co-MANAGEMENT COMMITTEE MEMBERS to resign;

8.4.3 if he be removed by a resolution of the Association

8.4.4 if he resigns his office by notice in writing to the Association;

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- 8.4.5 if he is absent from meetings of the MANAGEMENT COMMITTEE MEMBERS for three consecutive months without leave of the MANAGEMENT COMMITTEE MEMBERS otherwise than on the business of the Association and is not represented at any such meetings during such six consecutive months by an alternate MANAGEMENT COMMITTEE MEMBER, and the MANAGEMENT COMMITTEE MEMBERS resolve that his office be, by reason of such absence, vacated; provided that the MANAGEMENT COMMITTEE MEMBERS shall have power to grant to any MANAGEMENT COMMITTEE MEMBER not resident in the Republic leave of absence for any or an indefinite period.
- 8.5 Any MANAGEMENT COMMITTEE MEMBER may act by himself or through his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a MANAGEMENT COMMITTEE MEMBER.
- 8.6 A MANAGEMENT COMMITTEE MEMBER who is in any way whether directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Association, shall declare the nature of his interest.
- 8.7 Notwithstanding anything to the contrary contained herein, until the first General Meeting has been convened, the following persons shall act as the MANAGEMENT COMMITTEE, with full authority and all the powers of the MANAGEMENT COMMITTEE:
- 8.7.1 Hermien van Schalkwyk (Chairperson)
- 8.7.2 Tommy du Plessis
- 8.7.3 Johann van der Walt
- 8.7.4 Lorraine Patton
- 8.7.5 Nola Payne
- 8.7.6 Elza Lotz

8.7.7 Chris Pieterse

8.7.8 Nanette Shaw

8.7.9 Nehan Ungerer

## **9. ALTERNATE MANAGEMENT COMMITTEE MEMBERS**

9.1 Each MANAGEMENT COMMITTEE MEMBER may appoint either another MANAGEMENT COMMITTEE MEMBER or any person approved for that purpose by a resolution of the MANAGEMENT COMMITTEE MEMBERS to act as alternate MANAGEMENT COMMITTEE MEMBER in his place and during his absence and may at his discretion remove such alternate MANAGEMENT COMMITTEE MEMBER.

9.2 A person so appointed, shall, except as regards power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other MANAGEMENT COMMITTEE MEMBERS of the Association, and each alternate MANAGEMENT COMMITTEE MEMBER, whilst so acting, shall be entitled to receive notices of all meetings of the MANAGEMENT COMMITTEE MEMBERS, and to attend and vote at any such meeting at which his appointer is not personally present and he shall generally be entitled to exercise and discharge all the functions, powers and duties of his appointer in such appointer's absence as if he were a MANAGEMENT COMMITTEE MEMBER.

9.3 Any MANAGEMENT COMMITTEE MEMBER acting as alternate shall (in addition to his own vote) have a vote for each MANAGEMENT COMMITTEE MEMBER for whom he acts as alternate. An alternate MANAGEMENT COMMITTEE MEMBER shall ipso facto cease to be an alternate MANAGEMENT COMMITTEE MEMBER if his appointer ceases for any reason to be a MANAGEMENT COMMITTEE MEMBER, provided that if any MANAGEMENT COMMITTEE MEMBER retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this article which was in force immediately before his retirement shall remain in force as though he had not retired.



- 9.4 Any appointment or removal of an alternate MANAGEMENT COMMITTEE MEMBER shall be effected by instrument in writing delivered at the office and signed by the appointer.

## **10. CONSENT OF MANAGEMENT COMMITTEE MEMBERS**

- 10.1 No appointment of a MANAGEMENT COMMITTEE MEMBER, except that of a retiring MANAGEMENT COMMITTEE MEMBER re-elected at an Annual General Meeting or a General Meeting of the Association, shall take effect until the written consent of such person to act as a MANAGEMENT COMMITTEE MEMBER of the Association has been lodged with the Association

## **11. POWERS OF THE MANAGEMENT COMMITTEE MEMBERS**

- 11.1 The business of the Association shall be managed by the MANAGEMENT COMMITTEE MEMBERS, who may pay all such expenses of, and preliminary and incidental to the promotion, formation and establishment of the Association as they deem fit, and may exercise all such powers of the Association, and do, on behalf of the Association, all such acts as may be exercised and done by the Association, and as are not by these Articles required to be exercised or done by the Association in General Meeting.
- 11.2 The MANAGEMENT COMMITTEE may, at any time prior to an order or resolution to wind up the Association and from time to time, make calls or levies upon the members in their capacity as such, for such sums as the Association shall from time to time require in order to enable it to discharge its obligations, or fulfil its objects.
- 11.3 The members for the time being of the MANAGEMENT COMMITTEE may act notwithstanding any vacancy in their body; provided always that in case the number of MANAGEMENT COMMITTEE MEMBERS shall at any time be or be reduced to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act for the purpose of summoning a General Meeting or for filling up vacancies, but not for any other purposes.

**12. PROCEEDINGS OF MANAGEMENT COMMITTEE AND COMMITTEES**

- 12.1 The MANAGEMENT COMMITTEE MEMBERS may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit.
- 12.2 A quorum necessary for the transaction of any business shall consist of at least 50% of all MANAGEMENT COMMITTEE MEMBERS.
- 12.3 A MANAGEMENT COMMITTEE MEMBER may at any time, and the secretary upon the request of a MANAGEMENT COMMITTEE MEMBER, shall at any time convene a meeting of the MANAGEMENT COMMITTEE MEMBERS. A MANAGEMENT COMMITTEE MEMBER who is not in the Republic, shall be entitled to notice of any meeting, but it shall also be given to his alternate, if any, unless such alternate is also absent from the Republic.
- 12.4 The MANAGEMENT COMMITTEE MEMBERS may elect a Chairman of their meetings and determine the period for which he is to hold office, which period shall not exceed one year, but if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the MANAGEMENT COMMITTEE MEMBERS present shall choose one of their number present to be Chairman at such meeting.
- 12.5 All questions arising at any MANAGEMENT COMMITTEE meeting shall be decided by a majority of votes. The Chairman shall in the case of an equality of votes have a second or casting vote.
- 12.6 A meeting of the MANAGEMENT COMMITTEE MEMBERS at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretion by or under these articles for the time being vested in or exercisable by the MANAGEMENT COMMITTEE MEMBERS generally.
- 12.7 A resolution in writing signed by the MANAGEMENT COMMITTEE MEMBERS who are at the time present in the town where the Office is situated, being not less than a majority of the MANAGEMENT COMMITTEE MEMBERS then in office, shall be as valid and effectual as if it had been passed at a meeting of the MANAGEMENT COMMITTEE MEMBERS duly called and constituted; provided that where a MANAGEMENT COMMITTEE MEMBER is not so present, but has an alternate who

is so present, then such resolution must also be signed by such alternate. A resolution in writing signed by all the MANAGEMENT COMMITTEE MEMBERS irrespective of where they are present shall be valid and effectual as if it had been passed at a meeting of the MANAGEMENT COMMITTEE MEMBERS duly called and constituted. All such resolutions shall be described as "MANAGEMENT COMMITTEE MEMBERS' resolutions" and shall be forwarded or otherwise delivered to the secretary without delay, and shall be recorded by him in the Association's minute book and noted at the meeting of the MANAGEMENT COMMITTEE MEMBERS next following the receipt thereof by him. A MANAGEMENT COMMITTEE MEMBERS' resolution (unless signed by all the MANAGEMENT COMMITTEE MEMBERS or their alternates) shall be inoperative if it shall purport to authorise or to do any act which a meeting of the MANAGEMENT COMMITTEE MEMBERS has decided shall not be authorised or done, until confirmed by a meeting of the MANAGEMENT COMMITTEE MEMBERS.

- 12.8 The meetings and proceedings of any committee consisting of three or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the MANAGEMENT COMMITTEE MEMBERS so far as the same are applicable thereto and are not superseded by any regulations made or imposed by the MANAGEMENT COMMITTEE MEMBERS.
- 12.9 All acts done by the MANAGEMENT COMMITTEE MEMBERS or by a committee of or by any person acting as a MANAGEMENT COMMITTEE MEMBER or a member of a committee, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the MANAGEMENT COMMITTEE MEMBERS or persons acting as aforesaid, or that they or any of them were disqualified from or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a MANAGEMENT COMMITTEE MEMBER or member of such committee.

### **13. AGENTS AND COMMITTEES OF THE MANAGEMENT COMMITTEE**

- 13.1 The MANAGEMENT COMMITTEE MEMBERS may by power of attorney appoint any Association, firm or person or any fluctuating body or persons, whether nominated

directly or indirectly by the MANAGEMENT COMMITTEE MEMBERS, to be the attorney or agent of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the MANAGEMENT COMMITTEE MEMBERS under these articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the MANAGEMENT COMMITTEE MEMBERS may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him or them.

- 13.2 The MANAGEMENT COMMITTEE MEMBERS may delegate any of their powers to another committee whether consisting of a member or members of their body or not as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the MANAGEMENT COMMITTEE MEMBERS and any such regulations may authorise the appointment of sub-committees.

#### **14. SECRETARY**

- 14.1 The secretary shall be appointed by the MANAGEMENT COMMITTEE MEMBERS for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by the MANAGEMENT COMMITTEE MEMBERS. A provision of these articles requiring or authorising a thing to be done by or to a MANAGEMENT COMMITTEE MEMBER and the secretary shall not be satisfied by its being done by or to the same person acting both as MANAGEMENT COMMITTEE MEMBER and as, or in place of, the secretary. Where no secretary has been appointed or where the secretary has been removed, a MANAGEMENT COMMITTEE MEMBER duly appointed shall carry out the functions of the secretary until such time when a secretary is appointed.

**15. AUTHENTICATION OF DOCUMENTS**

- 15.1 The secretary or any person appointed by the MANAGEMENT COMMITTEE MEMBERS for that purpose shall have power to authenticate any documents affecting the constitution of the Association and any resolution passed by the Association or the MANAGEMENT COMMITTEE MEMBERS, and any books, records, documents and accounts relating to the business of the Association, and to certify copies thereof or extracts there from as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office, the member of the Association having the custody thereof shall be deemed to be the person appointed by the MANAGEMENT COMMITTEE MEMBERS as aforesaid.
- 15.2 A document purporting to be a copy of a resolution of the MANAGEMENT COMMITTEE MEMBERS or an extract from the minutes of a meeting of the MANAGEMENT COMMITTEE MEMBERS which is certified as such in accordance with the provisions of the last preceding article shall be conclusive evidence in favour of all persons dealing with the Association upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the MANAGEMENT COMMITTEE MEMBERS.

**16. FINANCIAL MANAGEMENT**

- 16.1 The MANAGEMENT COMMITTEE MEMBERS shall keep the following financial records:
- 16.1.1 Monthly financial /management reports
  - 16.1.2 Annual audited financial statements.
  - 16.1.3 Complete bank records
  - 16.1.4 Complete lists and proof of all financial expenditure

**16.2 Financial Records:**

16.2.1 The accounting records shall be kept at the Office or at such other place as the MANAGEMENT COMMITTEE MEMBERS think fit, and shall at all times be open to inspection by the MANAGEMENT COMMITTEE MEMBERS and members, or any of them, at all reasonable times during business hours.

16.2.2 A copy of the annual financial statements is to be laid before the Association in Annual General Meeting, and shall be delivered or sent by post to the registered address of each member at least twenty-one clear days before such Annual General Meeting, provided that this article shall not require a copy of the said documents to be sent to any person who is not entitled to receive notice of General Meetings of the Association or of whose address the Association is not aware.

16.3 Bank accounts may be opened in the name of the Association and all payments from the accounts will be authorised by the individuals mandated thereto by the MANAGEMENT COMMITTEE

16.4 MEMBERS shall be entitled to reimbursement for all expenses incurred by them on behalf of the association, but save as otherwise provided herein, to not other remuneration.

16.5 The expenses incurred by the Association shall be limited to those decided upon at a meeting of the MANAGEMENT COMMITTEE.

16.6 Persons appointed by the MANAGEMENT COMMITTEE to render a service towards the promotion of the association's objectives, may be accordingly and fairly remunerated.

16.7 The financial year end shall be 28 February of every year

**17. AUDITORS**

- 17.1 Auditors shall be appointed and their duties regulated by the MANAGEMENT COMMITTEE.
- 17.2 All acts done by any person acting as auditor, shall, as regards all persons dealing in good faith with the Association, be valid notwithstanding that there was some defect in his appointment.
- 17.3 All annual financial statements when audited and laid before an Annual General Meeting, and approved, shall be deemed conclusively correct, and shall not be re-opened.

**18. NOTICES**

- 18.1 Any notice or other document may be served by the Association upon any member either personally or by sending it through the post in a prepaid envelope or wrap-paper, addressed to such member at his registered address. Notices may also be sent via e-mail. All members shall ensure that a registered address and valid e-mail address located in the Republic of South Africa is on record for them at the office of the Association.
- 18.2 Any notice or other document, if served by post, shall be deemed to have been served at the time when the same was put in the post, and in providing such service it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.
- 18.3 Save as otherwise expressly provided, where a given number of days' notice, or notice extending over any period, is required to be given, the day of service shall not, unless it is otherwise provided, be counted in such number of days or other period.

**19. INDEMNITY**

- 19.1 Every MANAGEMENT COMMITTEE MEMBER, manager, secretary, auditor and officer of the Association shall be indemnified out of the funds of the Association against all liabilities incurred by him as such MANAGEMENT COMMITTEE MEMBER, manager, secretary, auditor or officer in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted or in which relief is granted to him by the Court; and
- 19.2 Every such person as aforesaid shall be indemnified by the Association against and it shall be the duty of the MANAGEMENT COMMITTEE MEMBERS out of the funds of the Association to pay all costs, losses and expenses which any such person may incur or become liable to by reason of any contract entered into or act or deed done by him as such MANAGEMENT COMMITTEE MEMBER, secretary, manager, auditor or officer of the Association or in any way in the discharge of his duties.
- 19.3 No MANAGEMENT COMMITTEE MEMBER, manager, secretary, auditor or officer or servant of the Association shall be liable for the acts, receipts, neglects, or default of any other MANAGEMENT COMMITTEE MEMBER, manager, secretary, auditor or officer or servant, or for joining in any receipt or other act for conformity, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested, or for any loss or damage arising from the insolvency or delict of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of his duties of office or in relation thereto, unless the same happen through his own dishonesty.

**20. DISSOLUTION**

- 20.1 The association shall be dissolved when 80% of the members (according to their voting rights) resolve at a special meeting that the association should be dissolved.



- 20.2 On dissolution of the association, and after satisfying all of its liabilities, its remaining assets will be dealt with and distributed as determined by the MANAGEMENT COMMITTEE, or failing which, as determined by a competent Court of Law.

## **21. RULES**

- 21.1 Subject to any restrictions imposed or direction given at a general meeting of the Association, the MANAGEMENT COMMITTEE MEMBERS may from time to time make and amend rules in regard to or for the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or the advancement of the interests of Members;

- 21.2 For the enforcement of any of the rules made by the MANAGEMENT COMMITTEE MEMBERS in terms hereof, the MANAGEMENT COMMITTEE MEMBERS may:

21.2.1 Give notice to the Member concerned requiring him to remedy such breach within such period as the MANAGEMENT COMMITTEE MEMBERS may determine;

21.2.2 Take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or

21.2.3 Impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the Association; and/or

21.2.4 Take such action including proceedings in Court, as they may deem fit.

- 21.3 In the event of the MANAGEMENT COMMITTEE MEMBERS instituting any legal proceedings against any Member for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs

so incurred from the Member concerned, calculated as between an attorney and his own client.

- 21.4 In the event of any breach of the rules by the members of any Member's GROUP, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the MANAGEMENT COMMITTEE MEMBERS may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 21.5 In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee of three MANAGEMENT COMMITTEE MEMBERS appointed by the Chairman for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure [provided that natural justice shall be observed] as the Chairman may direct.
- 21.6 Any fine imposed upon any Member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.
- 21.7 Notwithstanding anything to the contrary herein contained, the MANAGEMENT COMMITTEE MEMBERS may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 21.8 The Association may in general meeting itself make any rules which the MANAGEMENT COMMITTEE MEMBERS may make and may in general meeting vary or modify any rules made by it or by the MANAGEMENT COMMITTEE MEMBERS from time to time.

## **22. CONTRIBUTIONS**

~~73-22.1~~ The MANAGEMENT COMMITTEE MEMBERS may from time to time impose contributions upon the members for the purpose of meeting all the expenses which the association has incurred, or to which the MANAGEMENT COMMITTEE MEMBERS reasonably anticipate the association will be put in the attainment of its objects or the pursuit of its objects or the pursuit of its business.

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74:22.2 The MANAGEMENT COMMITTEE MEMBERS shall not less than 21 (TWENTY ONE) days prior to the end of each financial year, or soon thereafter as is reasonably possible, prepare and deliver to every member at his registered address an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The MANAGEMENT COMMITTEE MEMBERS may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.

75:22.3 Each notice to each member shall specify the contribution payable by that member to such expenses and reserve fund.

76:22.4 Every such annual contributions shall be payable in monthly instalments, due in advance on the first day of each and every month of each financial year.

77:22.5 In the event of the MANAGEMENT COMMITTEE MEMBERS for any reason whatsoever failing to prepare and serve the estimate referred to in paragraph 22.2 and 22.3 timeously, every member shall until service of such estimate as aforesaid continue to pay the contribution previously imposed and shall after such service pay such contribution as may be specified in the notice referred to in paragraph 22.3.

78:22.6 The MANAGEMENT COMMITTEE MEMBERS may from time to time increase the monthly contribution referred to in clause 22.5 and / or impose special contribution upon the members in respect of all such expenses as are mentioned in paragraphs 22.2 and 22.3, which are not included in the estimate made in terms of paragraph 22.2, and may in imposing such levies, determine the terms of payment thereof.

79:22.7 The MANAGEMENT COMMITTEE MEMBERS shall be empowered, in addition to such other rights as the association may have in law against the members, to determine the rate of interest from time to time chargeable upon arrear contributions, provided that such rate of interest shall not exceed the rate laid down in terms of the Usury Act No. 73 of 1968, as amended.

80:22.8 Any amount due by a member by way of contribution and interest shall be a debt due by him to the association and the MANAGEMENT COMMITTEE shall be entitled to collect such contribution from a MEMBER. Notwithstanding that a member ceases

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to be such the association shall have the right to recover arrear contributions and interest from him. No contributions or interest paid by a member shall under any circumstances be repayable by the association upon his ceasing to be a member. Should a MEMBER fail to pay this contribution, the MANAGEMENT COMMITTEE shall be entitled to suspend and or terminate such a MEMBER's membership of the Association.

~~81.22.9~~ In calculating the contribution payable by any member, the MANAGEMENT COMMITTEE MEMBERS shall as far as reasonably practical take into account the reasonably expected expenses of the association.

22.10 The contribution referred to above shall entitle each member of the association to the following basic services:

22.10.1 Listing of the member's services or activities or facilities on the association's website;

22.10.2 Listing of the member's location on the association's map, which shall be displayed in the area;

22.10.3 Displaying of the member's promotional material (pamphlets) in the association's information building.

22.11 The association intends providing additional services not listed in paragraph 22.10, but the cost of such services shall be additional to the cost of the basic membership, as set out above and shall be determined by the MANAGEMENT COMMITTEE.

**23. DISTRIBUTION OF FUNDS**

23.1 The funds collected shall be distributed in accordance with the schedule approved by the management committee, from time to time.

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**24. AMENDMENT OF CONSTITUTION**

24.1 Any part of this constitution may be amended by a majority of 75% of all members of the Association at a meeting, properly constituted as an annual general meeting.

DATED ON \_\_\_\_\_ AT BUFFELSPOORT AND SIGNED BY THE BELOW SUBSCRIBERS.

**SUBSCRIBERS**

	<b>NAME AND ID / REGISTRATION NUMBER</b>		<b>ADDRESS</b>	<b>SIGNATURE</b>
1.				
2.				
3.				
4.				
5.				

CONSTITUTION OF THE BUFFELSPOORT VALLEY TOURISM ASSOCIATION

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**SERVICES PROVIDED BY**

# **BUFFELSPOORT VALLEY TOURISM AND INFO ASSOCIATION**

## **MEMBERSHIP TO ASSOCIATION**

**R150-00 per month**

***Includes:***

- Listing of the member's services or activities or facilities on the association's website;
- Listing of the member's location on the association's map, which shall be displayed in the area;
- Displaying of the member's promotional material (pamphlets) in the association's information building.

## **ADDITIONAL SERVICES**

### **ADVERTISEMENT ON WEB PAGE OF ASSOCIATION**

The Association shall host a web page continually promoting tourism and recreational services in the area.

Members can place more detailed advertisements on the Association's webpage linking to their own webpages or containing more details than contained in the basic listing. *(Price will vary according to member's advertisement needs)*



### **MANAGEMENT OF BOOKING OF FACILITIES**

Bookings at members' facilities or activities can be managed through the Association's centralised online booking system.

*(Price will vary according to the size and scope of member's services and facilities to be managed)*

### **ADVERTISEMENT SPACE IN ASSOCIATION PROMOTION PAMPHLETS/ BROCHERS**

The Association will from time to time issue promotional brochures or pamphlets with the aim of promoting the tourism facilities in the area, for distribution at key set off points. Members shall be allowed to advertise their services/activities in such brochures.

*(Price will vary according to member's advertisement needs)*

### **INCLUSION IN ASSOCIATION'S ADVERTISEMENTS IN NATIONAL MEDIA**

The Association will participate from time to time to organised promotional events in the national media, with the aim of promoting the tourism facilities in the area

Members shall be allowed to be included in such events.

*(Price will vary according to member's advertisement needs)*

### **PARTICIPATION IN ASSOCIATION'S PROMOTIONAL EVENTS**

The Association will from time to time host and organise promotional events, with the aim of promoting the tourism facilities in the area, such as "meanders", "fun days", "combined specials".

Members shall be allowed to be included in such events.

*(Price will vary according to member's advertisement needs)*

### **FACILITATION OF EXTERNAL GRADING PROCEDURE**

The Association can, through their experienced staff assist members with obtaining the necessary grading from external grading organisations.

*(Price will vary according to members' scope and size)*

### **APPLICATION FOR INTERNAL GRADING**

On application, and after a formal inspection by the experienced staff of the Association, members may be graded by the Association according to the level of service and satisfaction offered by such members. Such grading may then be included in the member's listing on the Association's website

*(Price will vary according to members' scope and size)*



# **BUFFELSPOORT VALLEY**

## **TOURISM & INFO**

Office: 079 119 0789  
buffelspoortvalleyinfo@gmail.com

<<DATE>>

BY REGISTERED MAIL

Dear Sir/Madam,

### **ARREAR MEMBERSHIP CONTRIBUTION LETTER OF DEMAND**

Abovementioned refers.

As a member of the BUFFELSPOORT VALLEY TOURSIM ASSOCIATION, you are obliged to pay monthly contributions in the amount of R150-00 per month.

According to our records, you are currently in arrears with your contributions in the total amount of R..... .

Kindly note that should you fail to rectify the above within 14 (fourteen) days from date hereof, your membership to the Association may be suspended and or terminated without any further notice and legal steps may be instituted against you for the recovery of this amount. In the event of such legal steps being taken, you shall be held liable for the costs of such steps.

If you wish to make arrangements for the payment of the arrear amount instalments, kindly contact the abovementioned office

Best Regards

CHAIRPERSON  
BUFFELSPOORT VALLEY TOURISM ASSOCIATION

**BUFFELSPORT VALEY TOURISM ASSOCIATION**

"I/We (member) \_\_\_\_\_  
Of (address) \_\_\_\_\_

being a member/members of the abovenamed Association, do hereby appoint:

Name: \_\_\_\_\_  
of (address) \_\_\_\_\_  
or failing him \_\_\_\_\_  
or (address) \_\_\_\_\_

or failing him the **Chairman of the Association**; or failing him the **Chairman of the meeting** as my/our proxy to vote for me/us and on me/our behalf at the annual General (or adjourned as the case may be) Meeting of the Association to be held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_(time appointed) and at any adjournment thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name (in full) \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

I/We desire to vote as follows :-

RESOLUTION NO.	FOR	AGAINST	ABSTAIN

(Set out the numbers of the resolutions if more than one)

Mark with an X whichever is applicable. Unless otherwise directed, the proxy will vote or abstain as he thinks fit.