

Care for Tulbagh Association (CTA) Draft Constitution

1. Preamble
2. Name
3. Definitions
4. Purpose
5. Objectives
6. Method of operation
7. Task Teams
8. Legal Status
9. Powers of the Association
10. Membership
11. Executive Committee
12. The Board
13. Board Meetings
14. Financial matters
15. Annual Narrative Report and Financial Statements
16. Amendments to the Constitution
17. Indemnity
18. Dispute resolution
19. Dissolution of the Association
20. Appendices

1. Preamble

Tulbagh Valley is unique. The Early Stone Age began 2.6 million years ago, and the tools of early hominins are still scattered around the valley. San people hunted in the valley, and later the cattle of Khoi people grazed in the valley.

The still existing built heritage of the valley goes back 300 years. Tulbagh Village is home to buildings from three different heritage eras. The village was named after Rijk Tulbagh, Governor of the Dutch Cape Colony from 1751 to 1771. The village, established in 1743 as Roodezand, was renamed in 1804 when it was officially proclaimed as a town.

The biosphere of Tulbagh Valley is part of the Cape Floristic Region (CFR) with World Heritage Status. There are many critically endangered species in the valley. This heritage needs to be protected, properly maintained, and to be enjoyed by locals and visitors in a responsible manner.

Tulbagh Valley heritage is under threat as both national and local government are failing in their national constitutional duties to conserve the past, perform maintenance in the present, and plan for the future. Both the past and future need to be protected in a responsible, sustainable manner.

The Care for Tulbagh Association (CTA) was established by concerned residents in response to the urgent need of well-planned, strategic and implementable plans to address these shortcomings. CTA will strive for a coherent approach consolidating the goals of present initiatives and serve as an independent umbrella association to promote and protect the interests of the Tulbagh Valley community and environment.

2. Name

The Association established in terms of this Constitution shall be known as the Care for Tulbagh Association (hereafter referred to as "CTA").

3. Definitions

In this Constitution unless inconsistent with, or otherwise indicated by the context, terms are defined as follows:

3.1 clause headings have been inserted for means of reference and are not to be used for the interpretation of the Constitution;

3.2 the word "discretion" shall mean sole, absolute and unfettered discretion of the person or persons to whom such discretion is granted;

3.3 "in writing" shall mean written, printed or digital, or partly one and partly the other, and other modes of representing or reproducing words in a clear communication form;

3.4 "task team" shall mean an *ad hoc* work group appointed on the basis of expertise and for specific purposes or projects at the discretion of the Executive Committee;

3.5 "Tulbagh Valley" shall refer to the geographical area roughly within boundaries as follows:

- West: Obiqua mountains
- North Winterberg Mountains
- East: Witzenberg mountains
- South: roughly at the valley junction with Bainskloof

As fauna and flora do not follow human constructed boundaries, these boundaries are mere guidelines to facilitate practice.

3.6 A "Special Board Meeting" is any Board Meeting in addition to the specified annual Board Meeting.

3.7 "Primary Funders" are donors and sponsors contributing to the daily operating expenses of CTA.

3.8 "Project Funders" are donors and sponsors contributing to the operating expenses of projects managed by CTA.

3.9 appendices do not form part of the Constitution and serve an explanatory and elucidatory purpose, and unless otherwise stipulated, may be amended by a simple majority of members present or represented by proxy at a general meeting of CTA.

4. Purpose

The purpose of CTA is to promote and conserve the cultural and natural history of the environment of Tulbagh Valley, and to find the best solutions for a sustainable future of the cultural and natural systems in the environment of Tulbagh Valley. This can only be achieved by considering the Tulbagh Valley as consisting of a complex weave of inter-related systems such as social, cultural, built environment, geographic, and natural systems of the biosphere.

CTA's contribution to the community is of critical importance and will be for the benefit of the community.

5. Objectives

5.1 CTA is a voluntary, non-profit organisation established for the primary objective of conserving the social, cultural and natural history of the Tulbagh Valley.

5.2 To represent the interests of the various existing and yet to be established associations in the Tulbagh Valley that focus on conserving and improving the community, built and natural environment.

5.3 To represent the various existing associations and interest groups in the Tulbagh Valley that typically focus on a specific component of culture, society or nature.

5.4 To construct strategic and practically viable plans that will ensure the sustainability of the cultural, social and natural heritage of the Tulbagh Valley.

6. Method of operation

6.1 CTA will identify projects to enable its purpose and objectives.

6.2 Projects will be identified by CTA, or jointly with other associations and stakeholders relevant to the purpose and objectives of CTA.

6.3 Task teams will be put together to deal with various aspects of projects (see Clause 7. Task teams).

7. Task Teams

7.1 Task Teams will be appointed on an *ad hoc* basis for specific purposes or projects.

7.2 Task Team Members will be appointed at the discretion of the Executive Committee in consultation with relevant stakeholders on the basis of the relevant expertise of team members relating to the purpose of a project.

7.3 Membership of a Task Team is voluntary and not remunerable, except in cases where funding for a project allows for remuneration.

7.4 Task Teams must submit progress and final reports as per timelines and deadlines as per the specific project brief.

7.5 Members of Task Teams function as consultants and have no voting powers.

7.6 Members of Task Teams might be invited to CTA meetings to present their inputs into projects.

7.7 See the Organogram (*20. Appendices*) for how Task Teams fit into CTA

8. Legal Status

8.1 CTA is an incorporated association with its own legal identity which is separate from its individual members. CTA shall continue to exist even if the members change.

8.2 Any income and property of CTA shall be used solely for the promotion of its stated objectives.

8.3 Members and the office-bearers shall have no rights to the property or other assets of CTA by virtue of their being members or office-bearers.

8.4 No portion of the income or property of CTA shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of CTA or Board, except for:

8.4.1 reasonable compensation for services actually rendered to CTA; and

8.4.2 reimbursement of actual costs or expenses reasonably incurred on behalf of CTA.

8.4.3 Upon the dissolution of CTA, after all debts and commitments have been settled, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Board considers appropriate and which has objectives the same or similar to the objectives of CTA, in compliance with the applicable legislation and in accordance with the process of dissolution of CTA as set out in Clause 19 of this Constitution.

8.5 CTA may apply to the Commissioner for the South African Revenue Service for exemption from taxes and duties as a Public Benefit Organization. In such case, compliance with the provisions of the Income Tax Act, 1962 (Act 58 of 1962 as amended) shall bind CTA and qualify this Constitution.

9. Powers of the Association

9.1 CTA, acting through its Executive Committee, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to the following general investment and administrative powers:

9.1.1 employ staff and hire professional and other services;

9.1.2 institute or defend any legal or arbitration proceedings and to settle any claims made by or against CTA;

9.1.3 open and operate accounts with registered financial institutions;

9.1.4 make and vary investments and re-invest the proceeds of such investments on condition that any investments made by CTA shall be with registered Financial Institutions;

9.1.5 work in collaboration with other organisations and affiliate to organisations with the same or similar objectives; and

9.1.6 accept donations made to CTA and retain them in the form in which they are received, or sell them and re-invest the proceeds.

9.2 With regard to movable and immovable property and tangible and intangible assets of whatsoever nature, CTA, acting through its Executive Committee may:

9.2.1 purchase or acquire property and assets;

9.2.2 maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of CTA;

9.2.3 in the event of dissolution of CTA, donate or transfer the property and assets of CTA to organisations with the same or similar objectives and which qualify for the same exemptions from taxes and duties as CTA;

9.2.4 utilise the property or assets of CTA as security for raising loans to fulfil the objectives of CTA.

10. Membership

10.1 Members will be called associates of CTA

10.2 Membership is open to both formal associations and informal community organisations or interest groups with similar interests and goals as CTA (eg. *4. Purpose* and *5. Objectives*).

10.3 A formal association is any properly constitutionalised organization that complies with government regulations and national laws.

10.4 An informal community organization or interest group is a group of citizens with a common interest, who do not necessarily have a formal structure, such as a constitution. Such groups may be accepted as associates of CTA at the discretion of the Executive Committee.

10.5 Specifics of criteria for Membership will be decided by the Executive Committee at their discretion.

10.6 Membership is associative only. Members do not have voting powers.

10.7 Application and resignation of membership must be in writing.

10.8 The Executive Committee may, by resolution at a duly convened meeting of the Executive Committee, at its discretion, refuse admission to any person or association that has breached the Code of Conduct of CTA or is found to be in contravention of the conditions of membership, and whose membership would, in the opinion of the Executive Committee, bring CTA into disrepute. Compelling evidence shall be presented and a unanimous vote will be required to reject admission on these grounds.

10.9 Affiliation with CTA by other groups is voluntary, but at the discretion of the Executive Committee.

10.10 CTA may become an affiliated to other organizations at the discretion of the Executive Committee.

10.11 CTA will be independent from other associations as organisation.

10.12 Other associations will retain their independence from CTA.

10.13 CTA has the right to display and present the logo and relevant information of a member and of affiliates in documentation and communications.

10.14 In case of a conflict of interest, such as different views on a particular project, the Executive Committee may, by resolution, decide to continue with the project independently from the member association that has the same focus and interest in the project.

10.15 No membership fees are payable until such time as circumstances change and the Board decides otherwise.

10.16 See the Organogram (*20. Appendices*) for how Associates and Affiliates fit into CTA

11. Executive Committee

Powers

11.1 The affairs of CTA shall be controlled and managed by the Executive Committee, which shall exercise all the management and executive powers that are normally vested in a Board of Directors of a Company, subject to the terms of this Constitution and to the resolutions of the CTA Board.

11.2 The Executive Committee shall exercise sound corporate governance in the administration of the affairs of CTA.

11.3 The Executive Committee may appoint a Chief Executive Officer and other employees as it may consider necessary and upon such terms and conditions as it may consider appropriate.

11.4 The Executive Committee may investigate any complaint and shall investigate any formal grievance lodged in terms of its policies.

Members of the Executive Committee

11.5 The initial members of the Executive Committee will be the founding members of CTA.

11.6. Executive Committee membership is voluntary.

11.7 New Executive Committee members are appointed by the Board, except for those as per 11.5.

11.8 Nominations for new Executive Committee members may be submitted by any associated or affiliated member, Executive Committee member or Board member.

11.9 Nominations, seconded by one other member, must be submitted in writing, following the requirements of *13. Board Meetings*.

11.10 The Board, or a duly appointed panel consisting of at least three (3) members, may request and hold interviews with candidates.

11.11 Election of new Executive Committee members must be done by ballot, or by show of hands, as decided by the Board.

11.12 A successful candidate requires a two-thirds (2/3) majority of the Board.

11.13 In case of resigning as member of the Executive Committee, the resigning member may nominate a replacement for his/her position.

11.14 The Board may accept or reject the nominee, and may make their own appointment.

Composition of the Executive Committee

11.15 The Executive Committee shall comprise at least three (3) but not more than seven (7) voting members.

11.16 The Executive Committee shall comprise at a minimum an Executive Director, Associate Director and one other person.

11.17 The Executive Committee may co-opt additional non-voting members for such a period as the Executive Committee considers appropriate.

Rights

11.18 Membership of the Executive Committee is voluntary and not remunerative, except in cases where funding is earmarked for remuneration.

11.19 See the Organogram (*20. Appendices*) for how the Executive Committee fits into CTA

Executive Director

11.20 The founder will be the initial Executive Director of the Executive Committee.

11.21 The position of the Executive Director is voluntary and not remunerative, except in cases where funding is earmarked for remuneration.

11.22 Any future Executive Director appointment by the Board will require a two-thirds (2/3) majority vote.

11.23 Nominations for a new Executive Director may be submitted by any associated or affiliated member, the serving Executive Director, (as per 11.13, 11.14), Executive Committee members, or by the Board.

11.24 Nominations, seconded by one other member, must be submitted in writing, following the requirements of *13. Board Meetings*.

12. The Board

12.1 The Board shall comprise at least five (5) but not more than seven (7) voting members.

12.2 The Board shall always consist of at least one Non-Executive member more than the number of Executive members on the Board.

12.3 The positions of both Executive Committee and Non-executive members are voluntary and non-remunative, except in cases where funding is earmarked for remuneration.

12.4 See the Organogram (*20. Appendices*) for how the Board fits into CTA.

Board member appointment

12.5 Initial Board members are invited and appointed by the founding members.

12.6 New Board members are appointed by an existing Board, except as in 12.5.

12.7 Nominations for new Board members may be submitted by any associated or affiliated member, or the Executive Committee.

12.8 Nominations, seconded by one other member, must be submitted in writing, following the requirements of *13. Board Meetings*.

12.9 The existing Board, or a duly appointed panel consisting of at least three (3) members, may request and hold interviews with candidates.

12.10 Election of new Board members must be done by ballot, or by show of hands, as decided by the Board.

12.11 A successful candidate requires a two-thirds (2/3) majority vote of the Board.

13. Board Meetings

13.1 Board Meetings shall be held annually within at most two months after the end of the financial year (Clause 14.10).

13.2 A Special Board Meeting may be called at any time by the Executive Committee with fair and reasonable notice (as per 13.3) given to each Board member.

13.3 Board Meetings shall be convened by the Chair of the Board with no less than three (3) weeks prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and the business to be transacted at the meeting.

13.4 If all Board members acknowledge receipt of the notice, are present at the meeting, or waive notice of the meeting, the meeting may proceed even if sufficient notice was not given.

there was failure to give notice of the meeting, or if there was a defect in the giving of the notice

13.5 The business of Board Meetings shall include:

13.5.1 consideration and adoption the Minutes of the previous Board Meeting

13.5.2 the presentation and adoption of the Annual Report of the Executive Director;

13.5.3 the consideration of the Financial Statements;

13.5.4 the replacement of members of the Executive Committee

13.5.5 other matters as may be considered appropriate by the Board.

13.6 Any Board member shall be entitled to place items on the Agenda subject to Clauses 13.3, 13.7 and 13.8.

13.7 Agenda items should take the form of clear proposals. Any member (or duly delegated person) placing a proposal on the Agenda shall be present at the Board Meeting to formally present the item.

13.8 The final agenda of the meeting, together with draft Minutes for consideration at the annual Board Meeting, shall be circulated to members not less than one week prior to the annual Board Meeting.

13.9 All documentation related to points to be discussed must be received by the Executive Committee at least two weeks prior to the annual Board Meeting. Such documentation shall serve as addenda to the Agenda.

Quorum

13.10 Board Meetings may be held online.

13.11 A quorum constituting a Board Meeting of CTA shall be at least two thirds of all the serving Board members.

13.12 In case a scheduled meeting cannot be held due to unforeseen circumstances, a new date suitable to all members, should be set within the shortest possible time.

Resolutions and Voting

13.13 At all Board Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if so determined by the Chair of the Board.

13.14 Each member shall be entitled to one vote.

13.15 Resolutions shall be decided by a simple majority of votes.

Special Board Meetings

13.16 Special Board Meetings of CTA may be convened by the Board as deemed necessary by resolution; or by the Executive Director; or upon request to the Board by at least one quarter (1/4) of the members of CTA.

13.17 Any Board Meeting other than the Annual General Meetings shall be convened on at least twenty-one (21) days' written notice to all members (with the exception of *16. Amendments to the Constitution*). The notice shall state the date, time and place of the meeting and the business to be transacted. The Special Board Meeting shall only deal with those matters for which it has been convened.

13.18 In the case of Special Board Meetings the Agenda and relevant additional documents must be available to the Executive Committee for distribution to Board members at least seven days before the meeting.

Minutes

13.19 Formal Minutes, including a record of attendance, shall be kept of the proceedings of all Board Meetings.

13.20 The Executive committee may, at its discretion, make an audio recording of the proceedings of any meeting of the association to support the taking of minutes.

13.21 Upon adoption, the Minutes shall be signed by the Chair of the Board, and shall be made available to all members within two weeks after the meeting.

Notices

13.22 Notice of all meetings provided for in this Constitution, shall be delivered electronically to the most recent electronic address provided by members to CTA, or in any other manner as the Board may determine.

13.23 CTA shall not be liable, nor will proceedings of any meeting be invalidated, should members not receive notices either because they have not kept CTA informed of updated contact details, or because of any other circumstance beyond the control of CTA.

Election of Members of the Board

13.24 The members of the Board under this Constitution shall be those listed in the List Of Board members.

13.25 New members of the Board can be nominated by any Board member.

13.26 Nominees for Board membership must be approved by an existing Board.

13.27 Any Board member will be appointed for a period of four years, subject to re-election upon nomination and vote by the remaining Board.

13.28 A Board member may resign at any time.

13.29 A Board member may be replaced with a two-third majority vote.

14. Financial matters

14.1 A distinction is made between financial matters relating to operating costs, and financial matters relating to project costs.

14.1.1 An operating budget relates to the daily running costs of CTA. Finances for this budget shall be supplied by the sponsors of and donors to CTA as an association. These sponsors and donors will be known as *Primary Funders*.

14.1.2 CTA will manage projects, each with its own budget, and financed by various other sponsors and donors, which will be known as *Project Funders*.

14.1.3 Primary Funders may also be Project Funders.

14.2 The Executive Committee shall establish appropriate financial controls and procedures to safeguard the finance and assets of CTA.

Bank Account

14.3 The Executive Committee shall open and maintain a bank account in the name of CTA with a registered financial institution.

14.4 The Executive Committee shall ensure that all monies received by CTA are deposited in the abovementioned bank account as soon as possible after receipt.

14.5 A minimum of two signatories is required to establish and maintain CTA's bank account.

14.6 All cheques, promissory notes and other documents requiring signature on behalf of CTA shall be signed by two (2) of the Executive Committee members. The second signature may be obtained by methods as stated in 14.7 and 14.8.

14.7 All payments (including types of electronic or online) must be supported by source documents and include authorisation in compliance with sound accounting practices and conform to such limits as may be stipulated annually by resolution of the Executive Committee.

14.8 Electronic payments such as online purchases must also be pre-approved by the second signatory, in which case an electronic message (such as email or SMS) endorsing the transaction will be regarded as valid.

14.9 Regular operating expenses, or payments in terms of a budget previously approved by the Board, shall be cross-referenced to the minutes where such expenditure was approved, and signed by the Treasurer.

Financial Records

14.10 CTA's financial year-end shall be the last day of February.

14.11 The Executive Committee shall keep, or cause to be kept, books of account concerning all transactions and affairs entered into by them in connection with CTA, including but not limited to:

14.11.1 records showing the assets and liabilities of CTA;

14.11.2 a register of fixed assets showing the respective dates of acquisition and the cost thereof, if any, the respective dates of any disposals and the considerations received in respect thereof;

14.11.3 full accounting records updated at least monthly.

14.12 A bank statement, trial balance and draft income statement shall be tabled at every meeting of the Board.

14.13 CTA shall not be required, unless so decided by the Board, to have the accounts of CTA audited regularly or at all; but should it become a legal requirement for CTA to be audited, the Board shall at its discretion appoint an auditor.

14.14 In the event that an auditor is not appointed, the Annual Financial Statements of CTA shall be reviewed by a registered Accountant.

Budget

14.15 An annual budget of income received from Primary Funders, shall be drawn up by an accounting officer, to be approved by the Board.

14.16 Budgets for projects, funded by Project Funders, will be approved internally by the Executive Committee, as such external funders usually have their own approval processes.

14.17 Budgets and proper financial statements related to Project Funders will be submitted to the appropriate Project Funders, and will be reported to the AGM.

Ethics

14.18 Operational matters must be performed in accordance with the principles of the King Commission Report, as well as ISO9000 standards.

14.19 Official compliance certification will not be required.

15. Annual Narrative Report and Financial Statements

15.1 The Executive Committee shall ensure that CTA prepares an annual narrative report covering the activities of CTA, and Annual Financial Statement for each financial year. The Annual Financial Statements shall conform with generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.

15.2 Within forty (40) days of the end of the financial year, the Executive Committee shall ensure that:

15.2.1 the financial statements are submitted to a registered Accountant to examine and certify that the annual financial statements are consistent with the financial records of CTA; and

15.2.2 that its accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements.

15.3 The Annual Narrative Report shall be presented by the Executive Director, and the Annual Financial Statements shall be presented by the Treasurer or his/her delegate.

16. Amendments to the Constitution

16.1 Should the Board propose an amendment, or receive a proposal to amend this Constitution which does not deal with contentious matters, such a proposal may be put to the vote at a Board Meeting or a Special Board Meeting with the exception of timelines and deadlines stated in Clause 13.17, and on condition that:

16.1.1 any resolution affecting such amendment is clearly motivated and reaches the Board Secretary at least six weeks prior to a Board Meeting or Special Board Meeting;

16.1.2 all Board members are notified of the wording of the proposed amendment at least four weeks prior to the set Board Meeting or Special Meeting at which it is to be considered;
and

16.1.3 such amendments are approved by at least two-thirds of the members who are present, in person or by proxy, at that meeting.

16.2 Any proposals affecting such amendment shall be clearly motivated and voting papers drawn up in such a way that it is quite clear to any voter that:

16.2.1 the member votes for or against the proposed amendment;

16.2.2 the voting paper shall be returned to the polling officers on or before a specific date; and in the event of these conditions not being complied with, the voting paper shall be deemed invalid.

17. Indemnity

17.1 Subject to the provisions of relevant statutes, members of the Board and other officers of CTA shall be indemnified by CTA for all acts done by them on its behalf in good faith and in accordance with CTA's policies and procedures. In such cases CTA shall pay costs and expenses incurred, or for which it becomes liable as a result of any contract entered into, or act done, by its office bearers and officials in the discharge of their duties on behalf of CTA.

17.2 Subject to the provisions of any relevant statutes, no member of the Board and or other officers of CTA shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by CTA, which occurs in the execution of the duties of his/her office, unless it arises as a result of his/her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

18. Dispute Resolution and Removal of Members

18.1 In the event of a serious disagreement between the members of the Board and/or the Executive Committee regarding the interpretation of this Constitution, any two (2) Board members or any two (2) members of the Executive Committee shall be entitled to declare a dispute. Such declaration shall be in writing, shall state the issue in dispute, and be addressed to the Chair of the Board.

18.2 The Board shall consider such declaration within two (2) weeks of receiving it. Should the Board not be able to resolve the dispute to the satisfaction of the persons declaring it, the dispute will be referred first for mediation and if not resolved, for arbitration.

Mediation

18.3 Should the dispute be referred to a mediator, the persons declaring the dispute and the Board are required to agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.

Arbitration

18.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute may be referred for arbitration. The arbitrator shall be a suitably qualified person as the persons declaring the dispute and the Board may mutually agree.

18.5 In case the Board cannot come to an agreement for appointing an arbitrator, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.

18.6 The arbitrator(s) shall have the power to determine the procedure to be adopted subject to principles of natural justice. The arbitrator(s) may base the decision not only upon the applicable law but also upon the principles of equity and fairness. The persons declaring the dispute shall be liable for the costs of the arbitration unless the arbitrator(s) decide(s) which party shall be liable for the costs or apportion the costs.

18.7 The decision of the arbitrator(s) shall be final and binding upon all parties.

19. Dissolution of the Association

19.1 Should the need arise to consider the dissolution of CTA, a Special Meeting of the Board shall be called. Notification of the venue and date thereof shall be sent to every Board member not less than thirty days before such a special meeting.

19.2 Notwithstanding any other stipulation in this Constitution, the Board members present at such a special meeting shall constitute a quorum. If this meeting is conducted by post, the number of voting papers returned by Board members before or on the thirtieth (30th) day after mailing the voting papers to them, shall constitute a quorum. A resolution to proceed with the dissolution of CTA shall be valid if passed by not less than two-thirds of such a quorum.

19.3 Notification of such a decision to proceed with the dissolution of CTA shall be sent to every associate or affiliate in good standing not later than fourteen days after the decision of the Board has been taken. This notification shall contain:

19.3.1 the exact wording of the decision taken by the Board;

19.3.2 a summary of the reasons for the decision taken by the Board;

19.3.3 a statement explaining the debts and liabilities of CTA as well as the assets and the value thereof;

19.3.4 alternative suggestions on how any assets which might remain after payment of all debts and liabilities shall be disposed of;

19.3.5 a voting paper drawn up in such a way that it is quite clear that the voter:

19.3.5.1 may vote for or against the dissolution of CTA;

19.3.5.2 may vote for or against the suggestions on how any remaining assets may be disposed of, subject to clause 10 of this Constitution and any applicable legislation;

19.3.6 must return the voting paper no later than thirty days (30) after the date on which the notification of the decision taken by the Board was posted to each member in good standing.

19.3.7 Any voting paper will be declared invalid in the event of any of the above stipulations not being complied with.

19.4 Notwithstanding any other stipulation in this Constitution, the number of voting papers

returned before or on the date specified shall be considered to represent a quorum of the voters and a resolution to dissolve CTA shall be valid only if passed by not less than two-thirds (2/3) of the votes received. Any remaining assets of CTA shall be disposed of in such a manner as may be determined by a majority of the votes received.

This Constitution was adopted by a Meeting of the founding members of CTA at Tulbagh on DATE.

Signed: DATE

Founders

20. Appendices

A. Organogram

This organogram summarizes the organisational structure.

CTA organogram

