

Pantry Partners Constitution

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1. Preamble

A large proportion of the Tulbagh population lives under the poverty line. There are many informal and private efforts to help the poor with soup kitchens, and most of these are funded from the pockets of the soup kitchens themselves.

Tulbagh is also known as the valley of abundance due to its prominent agricultural activities, especially fruits. Many fruits are exported in the fruit-fly management area. Farmers often do not know what to do with excess fruit, which is often buried or thrown away.

In view of this poverty and no adequate or sustainable management of products that could be used to feed those who need food, Pantry Partners was founded to serve as a formal foodbank for the community.

2. Name

The Association established in terms of this Constitution shall be known as the Pantry Partners.

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

- Western boundary: Obiqua mountains
- Northern boundary: Groot Winterhoek Mountains
- Eastern boundary: Witzenberg mountains
- South boundary: roughly at the valley junction with Bainskloof

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

3.6 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 Pantry Partners.

4. Purpose

The purpose of Pantry Partners is to procure, manage and distribute food for the benefit of the underprivileged community of Tulbagh Valley.

5. Objectives

5.1 Pantry Partners is a voluntary, non-profit organisation established for the primary objective of procuring, managing and distributing food for the benefit of the underprivileged community of Tulbagh Valley.

5.2 Pantry Partners will engage with all stakeholders which include, but not limited to, national, provincial and local government, foodbanks, soup kitchens, the agricultural community, corporations, businesses and other organisations to meet its purpose

5.3 To cooperate with the entities listed in 5.2, as well as other organisations that promote similar community initiatives and efforts

6. Legal Status

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

6.2 Any income and property of Pantry Partners shall be used solely for the promotion of its stated objectives.

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

6.4 No portion of the income or property of Pantry Partners 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 Pantry Partners or Board, except for:

6.4.1 reasonable compensation for services actually rendered to Pantry Partners; and

6.4.2 reimbursement of actual costs or expenses reasonably incurred on behalf of Pantry Partners.

6.4.3 Upon the dissolution of Pantry Partners, 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 Pantry Partners, in compliance with the applicable legislation and in accordance with the process of dissolution of Pantry Partners as set out in Clause 17 of this Constitution.

6.5 Pantry Partners 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 Pantry Partners and qualify this Constitution.

7. Powers of the Association

7.1 Pantry Partners, 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:

7.1.1 employ staff and hire professional and other services;

7.1.2 institute or defend any legal or arbitration proceedings and to settle any claims made by or against Pantry Partners;

7.1.3 open and operate accounts with registered financial institutions;

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

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

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

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

7.2.1 purchase or acquire property and assets;

7.2.2 maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of Pantry Partners;

7.2.3 donate or transfer the property and assets of Pantry Partners to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of Pantry Partners;

7.2.4 borrow and use the property or assets of Pantry Partners as security for borrowing; and

7.2.5 guarantee the performance of contracts or obligations of any person mandated to act on behalf of Pantry Partners and which further the objectives of Pantry Partners.

8. Membership

8.1 Membership is open to individuals or groups with similar interests and goals as Pantry Partners (eg. *4 Purpose* and *5. Objectives*).

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

8.3 Application and resignation of membership must be in writing.

8.4 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 Pantry Partners or is found to be in contravention of the conditions of membership, and whose membership would, in the opinion of the Executive Committee, bring Pantry Partners into disrepute. Compelling evidence shall be presented and a unanimous vote will be required to reject admission on these grounds.

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

9. Executive Committee

Powers of the Executive Committee

9.1 The affairs of Pantry Partners 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 Pantry Partners Board.

9.2 The Executive Committee shall exercise sound corporate governance in the administration of the affairs of Pantry Partners.

9.3 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.

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

Members of the Executive Committee

9.5 The founders of Pantry Partners will be the initial members of the Executive Committee.

9.6 Executive Committee membership is voluntary.

9.7 New Executive Committee members are appointed by the Board

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

9.9 Nominations, seconded by one other member, must be submitted in writing, following the requirements of *11. Board Meetings*.

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

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

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

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

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

Composition of the Executive Committee

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

9.16 The Executive Committee shall comprise at minimum of a Chair, Vice Chair, and Secretary / Treasurer.

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

Rights

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

Chair of the Executive Committee

9.19 The founder will be the initial Chair of the Executive Committee.

9.20 The position of the Chair is voluntary and not remunerable, except in cases where funding is earmarked for remuneration.

9.21 A new Chair is appointed by the Board with a two-thirds (2/3) majority vote.

9.22 Nominations for a new Chair may be submitted by any associated or affiliated member, the serving Chair, (as per 9.13, 9.14), Executive Committee members, and by the Board.

9.23 Nominations, seconded by one other member, must be submitted in writing, following the requirements of *11. Board Meetings*.

Meetings of the Executive Committee

9.24 Standard Executive Committee Meetings shall be held on a monthly basis.

9.25 Any Executive Committee member shall be entitled to place items on the Agenda on provision of Clauses 9.33 and 9.34

9.26 Operational and Task Team meetings are *ad hoc*. Minutes must be kept in accordance with 9.30, 9.31 and 9.32.

Quorum

9.27 Executive Committee Meetings may be held online.

9.28 A quorum constituting an Executive Committee Meeting of Pantry Partners shall be at least two thirds of all the Executive Committee members.

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

Minutes

9.30 Formal Minutes, including a record of attendance, shall be kept of the proceedings of all Executive Committee Meetings.

9.31 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.

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

Notices

9.33 Notice of all meetings provided for in this Constitution, shall be delivered electronically to the most recent electronic address provided by members to Pantry Partners, or in any other manner as the Executive Committee may determine.

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

Resolutions and Voting

9.35 At all Executive Committee 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 a majority votes of two-thirds.

9.36 Each member shall be entitled to one vote.

9.37 Resolutions shall be decided by a majority of votes.

Election of Members of the Executive Committee

9.38 New members of the Executive Committee can be nominated by any member, Board member, or Executive Committee member.

9.39 Nominees for Executive Committee membership must be approved by the Board.

9.40 Should the Board not be able to resolve the appointment of nominees, the founding members of Pantry Partners need to be consulted and their vote will be final.

9.41 Executive Committee membership is continuous and ceases under these conditions:

9.41.1 An Executive Committee member may resign

9.41.2 An Executive Committee member may be replaced with a two-third majority vote

9.41.3 The Board may vote to remove a member.

10. The Board

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

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

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

Board member appointment

10.4 Initial Board members are invited and appointed by founding members.

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

10.6 New Board members are elected by majority of all members.

10.7 Nominations, seconded by one other member, must be submitted in writing, following the requirements of *11. Board Meetings*.

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

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

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

11. Board Meetings

11.1 Board Meetings shall be held annually within at most two months after the financial year-end (Clause 12.9).

11.2 A Special Board Meeting may be called at any time by the Executive Committee with fair and reasonable notice given to each Board member.

11.3 Board Meetings shall be convened by the Chair of the Board with no less than four 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.

11.4 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.

11.5 The business of Board Meetings shall include:

11.5.1 consideration and adoption the Minutes of the previous Board Meeting

11.5.2 the presentation and adoption of the Annual Report of the Chair;

11.5.3 the consideration of the Financial Statements;

11.5.4 the replacement of members of the Executive Committee

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

11.6 Any Board member shall be entitled to place items on the Agenda on provision of Clauses 11.3, and 11.7.

11.7 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.

11.8 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.

11.9 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

11.10 Board Meetings may be held online.

11.11 A quorum constituting a Board Meeting of Pantry Partners shall be at least two thirds of all the Board members.

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

Resolutions and Voting

11.13 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.

11.14 Each member shall be entitled to one vote.

11.15 Resolutions shall be decided by a majority of votes.

Special Board Meetings

11.16 Special Board Meetings of Pantry Partners may be convened by the Board as deemed necessary by resolution; or by the Chair; or upon request to the Board by at least one quarter (1/4) of the members of Pantry Partners.

11.17 Any Board Meeting other than annual Board Meetings shall be convened on at least fourteen (14) day's written notice to all members (with the exception of *14. 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.

11.18 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

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

11.20 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.

11.21 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

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

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

Election of Members of the Board

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

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

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

11.27 Should the Board not be able to resolve the appointment of nominees, the founding members of Pantry Partners need to be consulted and their vote will be final.

11.28 Board membership is continuous and ceases under these conditions:

11.27.1 A Board member may resign

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

12. Financial matters

12.1 The Executive Committee shall establish appropriate financial controls and procedures to safeguard the finance and assets of Pantry Partners.

Bank Account

12.2 The Executive Committee shall open and maintain a bank account in the name of Pantry Partners with a registered financial institution.

12.3 The Executive Committee shall ensure that all monies received by Pantry Partners are deposited in the above-mentioned bank account as soon as possible after receipt.

12.4 A minimum of two signatories is required to establish and maintain Pantry Partners's bank account.

12.5 All cheques, promissory notes and other documents requiring signature on behalf of Pantry Partners shall be signed by two (2) of the Executive Committee members. The second signature may be obtained by methods as stated in 12.6 and 12.7.

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

12.7 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.

12.8 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

12.9 Pantry Partners's financial year-end shall be the last day of February.

12.10 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 Pantry Partners,
including but not limited to:

12.10.1 records showing the assets and liabilities of Pantry Partners;

1310.2 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;

12.10.3 full accounting records updated at least monthly.

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

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

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

13. Annual Narrative Report and Financial Statements

13.1 The Executive Committee shall ensure that Pantry Partners prepares an annual narrative report covering the activities of Pantry Partners, and an 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.

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

13.2.1 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 Pantry Partners; and

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

13.3 The Annual Narrative Report shall be presented by the Chair, and the Annual Financial Statements shall be presented by the Treasurer or its delegate.

14. Amendments to the Constitution

14.1 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 11.17, and on condition that:

14.1.1 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;

14.1.2 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

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

14.2 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:

14.2.1 the member votes for or against the proposed amendment;

14.2.2 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.

15. Indemnity

15.1 Subject to the provisions of relevant statutes, members of the Board and other officers of Pantry Partners shall be indemnified by Pantry Partners for all acts done by them on its behalf, in good faith and in accordance with Pantry Partners's policies and procedures. In such cases Pantry Partners 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 Pantry Partners.

15.2 Subject to the provisions of any relevant statutes, no member of the Board and or other officers of Pantry Partners 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 Pantry Partners, which occurs in the execution of the duties of his/her office, unless it arises as a result of her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

16. Dispute resolution

16.1 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.

16.2 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 may be referred first for mediation and if not resolved, for arbitration.

Mediation

16.3 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

16.4 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 such suitably qualified person as the persons declaring the dispute and the Board may mutually agree.

16.5 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.

16.6 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.

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

17. Dissolution of the Association

17.1 Should the need arise to consider the dissolution of Pantry Partners, 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.

17.2 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 Pantry Partners shall be valid if passed by not less than two-thirds of such a quorum.

17.3 Notification of such a decision to proceed with the dissolution of Pantry Partners 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:

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

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

17.4.3 a statement explaining the debts and liabilities of Pantry Partners as well as the assets and the value thereof;

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

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

17.4.5.1 may vote for or against the dissolution of Pantry Partners;

17.4.5.2 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;

17.4.6 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.

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

17.4 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 Pantry Partners shall be valid only if passed by not less than two-thirds (2/3) of the votes received. Any remaining assets of Pantry Partners shall be disposed of in such a manner as may be determined by a majority of the votes received.

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This Constitution was adopted by a Meeting of the founding members of Pantry Partners at Tulbagh on 14 March 2024.

Signed