1. **NAME**

   The name of the Association will be the "Randpark Residents Association" (hereinafter referred to as "The Association").

2. **NON-PROFIT ORGANISATION**

   2.1. The Association will be conducted as a non-profit body in the pursuit and furtherance of its stated aims and objectives as set out in clause 4 below.

   2.2. Without limiting the ambit of clause 2.1 above the Association will apply all of its assets and income, howsoever derived, to advance its stated aims and objectives as set out in clause 4 below.

   2.3. The Association may not pay any portion of its income or transfer any portion of its assets to any person who is a member of the Association, except:

   2.3.1. as reasonable:

       2.3.1.1. remuneration for goods delivered or services rendered to, or at the direction of, the Association; or

       2.3.1.2. payment of, or reimbursement for, expenses incurred to advance a stated objective of the Association;

   2.3.2. as payment of an amount due and payable by the Association in terms of a *bona fide* agreement between the Association and that member; or

   2.3.3. in respect of any legal obligation binding on the Association.

3. **CORPORATE BODY**

   3.1. The Association will be a corporate body having a separate legal personality from that of its members, with perpetual succession and capable of suing or being sued in its own name. The Association may be represented in any legal proceedings by the RRA Committee (as defined in clause 5 below) or by any person or persons appointed by the RRA Committee for that purpose.

   3.2. All assets will vest in the Association as a body corporate, and all liabilities will be incurred by the Association, no member of the Association being liable, whether jointly or severally, for any debt or obligation, of whatsoever nature, of the Association.

4. **AIMS AND OBJECTIVES**

   The aims and objectives for which the Association has been established are to enhance the safety and wellbeing of all persons who reside and/or work in the suburbs of Randpark, Fontainebleau and Windsor Glen situate within the boundaries of Rabie, Republic, Arend and Maree Streets/Avenues ("the community"), including:
4.1. to initiate, take and/or promote any lawful measure which will enhance the safety and/or security of the community;

4.2. to engage, either as principal in its own name, or as agent for and on behalf of the members of the Association, the services of one or more entities which provide security, monitoring and response services to provide such services to members of the Association and/or within the community;

4.3. to initiate, take and/or promote any lawful measure which will enhance the recreational, environmental and/or aesthetic features and facilities of the community;

4.4. to monitor trends, activities, initiatives and any other factor(s) which may influence and/or impact on the safety, security and/or wellbeing of the community;

4.5. to promote and develop community participation in the pursuit of the safety, security and wellbeing of the community;

4.6. to co-operate with the South African Police Services, municipal authorities, regulatory and statutory bodies and other stakeholders and interest groups in the community in matters relating to the safety, security and/or wellbeing of the community;

4.7. to raise funds for the purpose of achieving the aims and objectives of the Association, but at all times ensuring that the Association remains a non-profit body.

5. POWERS

The Association will have the following powers:

5.1. to raise and collect funds required to further the aims and objectives of the Association;

5.2. to utilise funds collected to further the aims and objectives of the Association;

5.3. to pay, whether as principal, or as agent on behalf of all or any member(s), for any service and/or goods required to meet the aims and objectives of the Association;

5.4. to open, operate and close any banking account, whether a transactional, savings or investment account;

5.5. to sue and to be sued in its own name;

5.6. to own property, whether moveable or immovable, in its own name;

5.7. generally to take all steps and to perform all acts required to achieve the aims and objectives of the Association.

6. MEMBERSHIP

6.1. All residents, rate payers and tenants in the community and who are at least 18 years of age and who subscribe to the aims and objectives of the Association are eligible to be members of the Association.
6.2. Membership of the Association will commence from the date on which the application for membership is received by the treasurer referred to in clause 7.3 below, or by such other office bearer referred to in clause 7.3 below who may be tasked by the elected committee of the Association ("the RRA Committee") established in terms of clause 7 below with the administration of membership of the Association, and provided such fees, contributions and/or subscriptions as are determined by the RRA Committee and approved by the general meeting of the Association have been paid in full.

6.3. Membership of any person who ceases to qualify for membership in terms of clause 6.1 or whose fees, contributions and/or subscriptions are in arrears by more than three months will automatically terminate.

6.4. In the event of a person ceasing to be a member of the Association for any reason that person will not be entitled to a refund in whole or in part of any fee, contribution and/or subscription paid unless the RRA Committee resolves, in its discretion, to refund in whole or in part any fee, contribution and/or subscription paid. The decision of the RRA Committee in this regard will be final.

6.5. Should membership commence on a date other than the commencement of the then current financial year of the Association, any annual fee, annual contribution and/or annual subscription will be pro-rated based on the remaining months until the end of such current financial year.

6.6. A member in good standing will have the right to vote at any general meeting of the Association.

6.7. The RRA Committee will determine the fees, contributions and/or subscriptions payable by members and lay these before a general meeting of the Association for approval. Reduced rates may be recommended by the RRA Committee for approval in respect of pensioners or other categories of members in respect of whom the RRA Committee may consider it appropriate to allow reduced rates.

7. MANAGEMENT

7.1. The management of the Association will vest in and be conducted by the RRA Committee which will be elected annually at the annual general meeting of the Association.

7.2. The RRA Committee will consist of not less than six and not more than 12 members, all of whom will be members of the Association in good standing.

7.3. At the first meeting of the RRA Committee following its election, which meeting will be held within two weeks of the annual general meeting at which it was elected, the RRA Committee will elect the following office bearers, namely, a chairperson, a deputy chairperson, a honourary secretary, and a treasurer.

7.4. The RRA Committee will have the power to:

7.4.1. appoint an administrator to undertake all administration of the RRA Committee on a daily basis;

7.4.2. appoint two part-time supervisors to attend to all technical and
safety related requirements;

7.4.3. co-opt street representatives or other residents onto the RRA Committee for any special project(s) or task(s) that may occur from time to time. Such co-opted street representatives will not have voting rights at meetings of the RRA Committee.

7.5. The RRA Committee will meet whenever considered necessary provided at least 7 (seven) calendar days' notice is given. Meetings of the RRA Committee will otherwise be held monthly from January to November of each calendar year.

7.6. The RRA Committee may, at its discretion, establish sub-committees for the purpose of achieving its aims and objectives and may co-opt additional members to assist when required.

7.7. A quorum at meetings of the RRA Committee will be not less than four members of the RRA Committee provided that at least one member is an office bearer.

7.8. The chairperson will chair all meetings of the RRA Committee and in his/her absence the deputy chairperson will act as chairperson. Should both the chairperson and the deputy chairperson be absent, the members present and constituting a quorum will elect one of their number to act as chairperson at that meeting.

7.9. Any vacancy occurring in the RRA Committee may be filled by co-opting a member of the Association. Any person so co-opted will retire at the next annual general meeting but will be eligible for re-election.

7.10. Should a member of the RRA Committee be absent from three consecutive RRA Committee meetings without providing on each occasion a reason which is adequate and accepted by the RRA Committee, such member will automatically cease to be a member of the RRA Committee.

7.11. The chairperson or person fulfilling the role of chairperson at any RRA Committee meeting will have a deliberative vote but not a casting vote at any meeting of the RRA Committee.

8. **FINANCIAL YEAR AND FINANCIAL STATEMENTS**

8.1. The financial year of the Association will commence on the first day of July in each year and end on the last day of June of the following year.

8.2. The treasurer will within 2 months of the end of each financial year prepare draft annual financial statements which the treasurer will then submit to the auditor of the Association to be approved and certified by the auditor after the auditor has performed such tests, examinations and audit functions as the auditor may require, which approved and certified annual financial statements will be submitted to the annual general meeting.

8.3. The appointment of the auditor will be subject to approval at the annual general meeting each year.
9. **ANNUAL GENERAL MEETING**

9.1. The annual general meeting of members of the Association will be held by 30 October of each year. 14 (fourteen) calendar days' written notice of the day, time and place of the annual general meeting will be given to all members of the Association, which notice may be given by electronic mail and/or by SMS and/or by publication in the newsletter of the Association.

9.2. Notice of items for inclusion in the agenda must be submitted to the honoury secretary at least 10 (ten) days prior to the annual general meeting, in writing.

9.3. The business conducted at an annual general meeting will include acceptance of the agenda, the reading and confirmation of the minutes of the previous annual general meeting, consideration of annual reports and financial statements, appointment of the auditor, consideration of items of which notice has been submitted as provided for in item 9.2 above, the election of RRA Committee members, and general business.

9.4. A quorum for an annual general meeting or a special general meeting will be not less than 5% of members of the Association in good standing, provided that if no quorum is present within 15 minutes after the time fixed for the meeting then the meeting will be postponed to the same day and time in the following week, unless such day is a public holiday, in which event to the next succeeding business day after such public holiday, at which adjourned meeting the members then present, and in good standing, will be deemed to constitute a quorum for the transaction of all the business of such meeting. Notwithstanding the foregoing, in the case of a special general meeting called by a requisition of members of the Association, if no quorum is present within the time specified above, the meeting will be dissolved.

9.5. Every question submitted to a general meeting will be decided by a show of hands unless a ballot is demanded or is determined by the chairperson of the meeting as provided in clause 9.6 below. In the event of voting by a show of hands the chairperson of such meeting will have a casting vote in the case of equality.

9.6. Voting at a general meeting will be by ballot only if, prior to voting by a show of hands as provided in clause 9.5 above:

9.6.1. the chairman of such meeting determines in his/her discretion that voting will be by ballot; or

9.6.2. a ballot is demanded by at least 5 members present at the meeting and who, either in their own right or together with any proxies they hold, represent a total of not less than 10% of the total vote present or represented at such meeting.

9.7. In the event of a vote by ballot:

9.7.1. the chairperson will nominate and the meeting will approve two scrutineers to validate proxy instruments and ballot papers and to undertake the counting of votes;
9.7.2. a secret ballot will be conducted and the outcome of the vote will be announced at the meeting or an adjourned meeting by one of the scrutineers;

9.7.3. in the event of equality of votes, the chairperson will be entitled in his/her discretion to exercise a casting vote.

9.8. A member in good standing will be entitled to appoint a proxy to attend and speak and to vote on behalf of such member at any general meeting of the Association, which proxy must be a member of the Association. The appointment of a proxy must be in writing and signed by the member and must be lodged with the honoury secretary prior to the commencement of the meeting. If the person appointing the proxy is present at the meeting, or if the person appointed as proxy is absent from the meeting, then the appointment will be disregarded.

9.9. A record will be kept of members attending the annual general meeting.

10. SPECIAL GENERAL MEETING

10.1. The RRA Committee may in its discretion call a special general meeting to consider any business which it deems appropriate or necessary. A special general meeting will also be called in the event of a written request to this effect by a total of at least twenty members of the Association in good standing, which written request must be lodged with the honoury secretary and must clearly specify the reason(s) for requesting such meeting. In the event of such request being received the RRA Committee will take the necessary steps to convene a special general meeting within 30 (thirty) days of the request being lodged as aforesaid, at which meeting only the specific matter(s) stipulated in the request will be dealt with.

10.2. 14 (fourteen) days’ written notice of the day, time and place of any special general meeting, and specifying the matter(s) to be dealt with, will be given by the RRA Committee to all members of the Association.

10.3. The provisions of clauses 9.4 to 9.7 above will apply mutatis mutandis to a special general meeting.

11. AMENDMENTS TO THE CONSTITUTION

This constitution may be amended, rescinded or altered only at an annual general meeting or at a special general meeting and as resolved by a simple majority. Details of any proposed amendment(s) to the constitution will be conveyed to members of the Association in good standing with the notice of the meeting. Any amendment to the constitution which is duly approved will take effect immediately after the meeting at which it is accepted, unless otherwise specified.

12. DISSOLUTION

12.1. The Association may be dissolved by a resolution to that effect passed at an annual general meeting or at a special general meeting and the notice of such meeting must contain appropriate information as to the intent and reasons for dissolution.
12.2. The provisions of clauses 9.5 and 9.6 above relating to voting and proxy will apply except that the motion for dissolution must be passed by not less than two thirds of the total voting strength present and/or represented at the meeting.

12.3. In the event that it is resolved to dissolve the Association its net assets will be transferred to an association or associations with similar aims and objectives to those of the Association and which serve the interests of the community and/or any surrounding area(s). Dissolution of the Association will take effect following the conclusion of the meeting resolving to dissolve the Association, and the Association will only continue to function for as long as and in a manner necessary for the completion of any unfinished business of the Association and matters pertaining to its dissolution.

13. **INTERPRETATION**

In the event of any doubt or disagreement regarding the interpretation of any provision(s) of this constitution, the decision taken thereon by the RRA Committee by majority vote will be final and binding.

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