

## **Draft revised Constitution of the Tshwane Tourism Association**

[As at 8 November 2018]

### **1. NAME OF THE ASSOCIATION**

THE ASSOCIATION shall be called TSHWANE TOURISM ASSOCIATION, which can be abbreviated to TTA and herein after referred to as TTA, an industry association capable of suing and being sued in its own name.

### **2. AREA OF OPERATION**

The geographic area of operation of the TTA is the City of Tshwane (including all seven municipal regions) covering an area of 6 368km<sup>2</sup> stretching almost 121km from east to west and 108 km from north to south of THE REPUBLIC OF SOUTH AFRICA.

### **3. DEFINITIONS AND INTERPRETATION**

In this CONSTITUTION, unless the context clearly indicates otherwise:

3.1. "ACT" means

The Companies Act, No. 71 of 2008 and any conflict between the provisions of this Constitution and the "Act" shall be determined as required by the Act.

3.2. "GOVERNMENT" shall mean the government of South Africa including provincial and municipal authorities.

3.3. "TTA" means

The Voluntary Non-profit association constituted by the constitution.

3.4. "TTA FUNDS" Means:

The Capital and accumulated income under administration by the REGISTERED OFFICE OF THE TTA for membership as well as sponsorship and business activities for all divisions and branches or chapters of the TTA.

3.5. "THE REPUBLIC " means:

The republic of South Africa as presently constituted.

3.6. The Masculine shall include the feminine, and the singular shall include the plural, and reference to a person shall include juristic persons, and vice versa in all cases.

3.7. "REGISTERED OFFICE OF TTA" means:

The registered office of the auditors appointed by TTA.

3.8. "TTA OFFICE" means:

The administrative office of the TTA.

3.9. "THE DIVISION OF TTA" means:

The Grouping of membership into MEMBERSHIP CATEGORIES, as indicated on the application form for membership, and accepted by the TTA GOVERNING BOARD. In future, TTA GOVERNING BOARD may allow for additional groups, categories or structures.

3.10. "TTA GOVERNING BOARD" Means:

The Duly elected representatives from the divisions of TTA consisting of a maximum 10 Members constituted for oversight, strategic direction and governance duties. Governing Board may be shortened to Board and is herein after referred to as such.

3.11. "TTA ADVISORY BOARD" Means:

Invited representatives/stakeholders with relevant established expertise, credential and/or active interest related to tourism consisting of a maximum 10 Members, who are not Members of the TTA, constituted to provide advice and opinions to the Governing Board. Advisory Board shall not be shortened and shall at all times be referred to as "Advisory Board".

3.12. "TTA MANAGEMENT COMMITTEE" Means:

Members elected by the board to oversee the day-to-day operations of the chapters, forums and branches of the TTA.

3.13. MEMBER means a paid-up member of the TTA referred to in these Rules.

3.14. "SPECIAL RESOLUTION" shall mean a resolution passed by majority of not less than 75% of the members entitled to vote.

3.15. "STAKEHOLDER" shall mean legal person or organisation, including Government departments and agencies, as well as affiliated and external bodies with a financial and/or social interest in the TTA or activities related to the TTA.

3.16. TOURISM SECTORS

The core tourism sectors or sub-sectors, in the context of this Constitution, shall mean the following:

- i) Accommodation (all types)
- ii) Transport, travel agents & tour operators, tour & activity guides
- iii) Food & beverage, retail & other
- iv) Business tourism (conferences & events)
- v) Attractions, events and entertainment
- vi) Sports & recreation

The non-core tourism sectors or sub sectors, in the context of this Constitution, shall mean the following:

- i) Suppliers and service providers to the tourism industry
- ii) Educational institutions

3.17. A reference to days (as opposed to Business Days) shall mean calendar days.

3.18. When any number of days, or Business Days, is prescribed, such number shall exclude the first and include the last, unless, in the case of days, the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.

- 3.19. A reference to an enactment is a reference to that enactment as at the date of signature of this Constitution (being the date of the last signature to this Constitution) and as amended or re-enacted from time to time.

#### **4. BODY CORPORATE**

The TTA shall

- a) Exist, separately and apart from its members.
- b) Continue to exist even when its membership changes and there are different office bearers.
- c) Be able to own property and other possessions and able to enter legal agreements.
- d) Be able to sue and be sued in its own name.

#### **5. OBJECTIVES OF TTA**

TTA has been established to conduct itself as a voluntary association of its members, who provide products and services in the field of tourism, in the greater Tshwane Metropolitan Area, such as members being desirous of promoting their collective interests. The specific objectives of the TTA shall be:

- 5.1. To support, promote and facilitate cooperation between, and activities of, its members with regard to tourism;
- 5.2. To formulate guidelines and/or support existing programs which members of the TTA should adhere to or participate in in order to promote and maintain high standards of quality and service excellence:
- 5.3. To negotiate benefits for its members;
- 5.4. To encourage membership of TTA;
- 5.5. Support and promote, and serve as a channel of communication between, member and government institutions on matters related to tourism
- 5.6. To encourage unity and co-operation amongst members;
- 5.7. To recognise and adhere to the CONSTITUTION, POLICY AND PREOCEDURES OF TTA and protect members interest;
- 5.8. To establish effective communication and cooperation between Members and all institutions affecting the industry and to drive and support collaborative partnerships;
- 5.9. To at all times strives for a growing financial sound TTA;
- 5.10. To recognise the democratic, and freedom of association, rights of members.
- 5.11. To encourage and support marketing of the City of Tshwane as an attractive and excellent quality tourist destination.

- 5.12. To help, promote and grow the City of Tshwane as an investment, business and tourism destination and specifically of the business interests of the members of the TTA.
- 5.13. To represent and protect the collective interests of the tourism industry in the City of Tshwane.
- 5.14. To provide assistance, advice, feedback and support to its members in common areas of concern.
- 5.15. To promote the conduct of business by the members in accordance with acceptable ethical and moral standards.
- 5.16. To promote services and commercial, social and cultural relations between its members and the local communities within the City of Tshwane.
- 5.17. To promote small business development within the City of Tshwane

## **6. ACTIVITIES AND APPROPRIATIONS**

TTA shall be empowered to undertake all such activities and projects in the furtherance of its objectives, as it may deem necessary and appropriate. And the TTA BOARD shall be vested with complete and unfettered discretion as to the manner in which it shall apply TTA FUNDS.

All such funds, from wherever derived, and whether of a capital or income nature, shall be at the disposal of the TTA BOARD, to be applied by it for the purposes and objectives of TTA, in such manners and subject to such terms and conditions as the TTA BOARD in its sole discretion may deem appropriate on condition that;

- 6.1. The powers of TTA BOARD shall be qualified in compliance with the requirements of the commissioner of inland revenue, as follows:
  - i) TTA shall be precluded from acquiring immovable property solely for the purpose of letting and deriving income therefrom: and it shall be precluded from engaging in any profit making scheme involving trading operations or speculative transactions, save to the extent that they may constitute an activity undertaken in bona fide pursuance of the objectives of TTA and in this regard it is specifically recorded that the TTA has the power to its own shares in its own name.
  - ii) TTA shall not be permitted to accept donations/sponsorships which are unilaterally revocable at the instance of the donor, or which seek to impose conditions upon TTA which are inconsistency with the terms of this CONSTITUTION.
  - iii) The affairs of TTA are to be administered in such a manner as to preclude any donor from deriving monetary advantage from monies paid to, by or for the benefits of TTA.

iv) The cash resources available for investments by TTA from time to time, may be invested only with “financial institutions” as defined in terms of the financial institutions (investment of funds) Acts, 1984, and in units of duly registered Mutual fund established in terms of the Unit Trust Control Act, 1981, and in shares with a duly registered Private and Public company.

6.2. The TTA BOARD shall, forthwith on receipt thereof, deposit all monies not invested as set out above in the main account of TTA.

6.3. The Capital and income of TTA shall be applied solely toward the promotion of its stated objectives and purposes; no portion thereof shall be paid or transferred, directly or indirectly, by way of profit distribution (whether as salary, dividend, Bonus or otherwise) to any of the MEMBERS of TTA. Provided that nothing contained in this CONSTITUTION shall prevent the payment in good faith to any person (including such member) of;

6.3.1. Reasonable remuneration for services rendered to TTA, including payment of salary to persons employed by TTA.

6.3.2. Reimbursement of actual cost, expenses and commitments reasonably incurred on behalf of TTA and with its authority.

6.3.3. If on the winding-up or dissolution of TTA there remains, after the satisfaction of its debts and commitments, any funds whatsoever, such funds shall be transferred by donation to such other body with similar aims and objectives to TTA, such donation being determined by the TTA BOARD.

## **7. THE MEMBERS**

7.1. Unless otherwise legislated, membership of the TTA is voluntary.

7.2. Provision governing membership:

7.2.1. The rights, Terms, Obligations, conditions, rules, privileges, qualifications, admission, resignation, suspension and termination of membership of members of TTA or any resolutions or guidelines relating to membership adopted by the TTA BOARD from time to time shall be binding on all subscribers hereto and upon all subsequent members of TTA.

7.2.2. Any Member who is partnership, association, body corporate or sole trader must nominate the person duly authorised to represent that member.

7.3. Membership shall renew annually and Members are subject to payment of annual membership fees which shall be determined by the TTA BOARD.

7.4. All members shall be deemed to be bound by the provisions of this Constitution.

7.5. Every member who is in good standing shall receive all the services rendered and benefits provided by the TTA.

7.6. Number Of Members

There shall be no limit as to the number of members of TTA.

#### 7.7. Qualifications for categories of membership.

Categories, and qualifications for categories, of membership are determined by the TTA BOARD from time to time and shall be as set out in the "Membership Form"

#### 7.8. Categories Of Membership

There shall be six categories of membership.

##### 7.8.1. Primary Membership

Primary Membership is limited to legal entities actively involved in the provision of legal tourism related products and services in the City of Tshwane geographical area.

##### 7.8.2. Supplier Membership

Supplier membership is limited to legal entities whose objectives, activities or relationship are, in the sole discretion of the TTA BOARD, conducted in support of, whether directly or indirectly, the interests of TTA's Primary Members and with the intention of supplying such members.

##### 7.8.3. Gratuitous Members

Gratuitous Membership is limited to legal entities who do not have the resources to apply for any other TTA Membership category but whose membership is considered beneficial, or essential, to the achieving the objectives of the TTA, in the sole discretion of the TTA BOARD.

##### 7.8.4. Honorary Membership

Persons who, in recognition of exceptional and distinguished services rendered to the company, may be elected Honorary Members by the TTA BOARD.

##### 7.8.5. Associate Membership

Associate membership is limited to legal entities whose objectives, activities, relationship or geographical location are, in the sole discretion of the TTA BOARD, connected with or relevant or related to, whether directly or indirectly, the interests of TTA's Primary members.

##### 7.8.6. Reciprocal Membership

Reciprocal membership is limited to legal entities whose product and/or service offering is required by the association, in the sole discretion of the TTA BOARD, and provided to the TTA at no or reduced cost for the benefit of TTA Members, in return for TTA Membership.

#### 7.9. Admission To Membership

The criteria for acceptance or rejection of membership may be determined by the TTA BOARD from time to time. Membership applications shall be submitted to the TTA

BOARD for approval and granted by majority vote. Rejected membership shall be referred to the relevant TTA MANAGEMENT COMMITTEE for ratification.

#### 7.10. Register Of Members

A register of members shall be maintained by the TTA Office or such other body as has been decided by the TTA BOARD. The register shall detail both the class and details of membership and be updated regularly and kept in accordance with the requirements of any legislation affecting such registration of members.

#### 7.11. Transfer Of Membership

Members of TTA shall not be transferrable and assignable.

#### 7.12. Resignation Of Membership

7.12.1. A member desiring to resign his membership his membership of TTA shall lodge written notice of his intention to do so at the TTA OFFICE on or before 31 January each year. Following acknowledgement of receipt by the TTA OFFICE of the said notice, the said resignation shall become effective at the end of the financial year wherein it was submitted.

7.13. From the effective date of his resignation the member shall have no further liability to TTA except for the payment of all past subscriptions which may have accrued up to the effective date of the resignation but which not by then been paid. Such monies may be collected through any legal process available to the TTA BOARD. From the effective date of resignation all rights, privileges and benefits accruing to TTA members will also cease for the resigned member with no liability to TTA.

#### 7.14. Termination Of Membership

In the event of a member ceasing for any reason to be qualified for membership in terms of the above; his membership shall automatically terminate forthwith, whereupon the Article 7.9 shall apply mutatis mutandis.

7.15. If any subscription determined in terms of Article 7 is unpaid within 1 (one) month after the due date for payment thereof and within a further period of 14 (fourteen days) after written notice in terms of Article 14 has been received by the member concerned from the TTA OFFICE, the TTA BOARD shall be entitled, if it deems fit, to cancel the membership thereupon cease to be a member of TTA.

7.16. The rights and privileges of a member of any particular class shall cease immediately:

7.16.1. If member is a person, on the death of such member, or in the case of a body corporate or incorporate, on such body being placed in liquidation, whether provisional or final, or ceasing to have legal existence.

7.16.2. If member is a partnership or association, on the dissolution of the partnership of association or on the death of a partner unless the surviving partners satisfy the chairman that the written agreement of partnership provides for immediate reconstitution of the partnership on the death of one partner.

7.17. If the Board considers that the conduct of any member renders the continuance of the membership undesirable, it shall notify the member in writing. The member shall have the right to answer to the matter but the Board reserves the right to take whatever disciplinary measures it deems necessary.

7.18. The TTA BOARD may by consensus, expel any member for good cause after an appropriate hearing and within the criteria laid down by the TTA BOARD from time to time.

7.19. No refunds of membership fees, whether in total or in part, for any reason, shall be entertained, unless specifically approved by the TTA BOARD.

7.20. In the event of termination of membership, whether voluntarily or not voluntarily:

7.20.1. The member shall be required to immediately delete and remove any reference to its membership from its website, stationery and any other forms of communication.

7.20.2. Membership fees shall not be refundable.

## **8. MEMBERSHIP FEES/SUBSCRIPTIONS**

A schedule of the subscriptions as annually determined by the TTA BOARD, setting out in details the subscriptions payable by the separate categories of membership, from time to time, shall be kept at the TTA OFFICE and copies will be made available to members on request. The schedule shall be updated as soon as possible after any variation in the amount or categories of subscriptions payable has been determined by the TTA BOARD.

## **9. GOVERNANCE AND OPERATIONAL STRUCTURES**

9.1. Office bearers within governing structures within the TTA should be diverse and represent:

- 9.1.1. Different sectors of the tourism and related industries
- 9.1.2. Diverse demographics in terms of race, age and gender
- 9.1.3. Inclusive of persons with disabilities where possible
- 9.1.4. Diverse but relevant skills and experience

9.2. A person would be disqualified as an office bearer if he/she:

- 9.2.1. Is not a paid up member of the TTA
- 9.2.2. is a councillor in any municipality
- 9.2.3. is a member of the national assembly or provincial legislature
- 9.2.4. is a permanent delegate to the council of provinces
- 9.2.5. was convicted of an offence and sentenced to imprisonment without the option of a fine and less than 5 years have lapsed since completion of the imprisonment
- 9.2.6. has been declared by court as to be of unsound mind
- 9.2.7. Is an un-rehabilitated insolvent

If any of the above reasons for disqualifications happen during his/her term as director, he/she ceases to be a director from that time

### **9.3. THE TTA GOVERNING BOARD (THE TTA BOARD)**

- 9.3.1. All executive powers of TTA shall vest in a body by the TTA BOARD, which shall be entitled to act on behalf of TTA in all matters affecting the conduct of its affairs, in furtherance of its powers and objectives.
- 9.3.2. Board members may only comprise of employees of members, or sole trader members.
- 9.3.3. Election to the TTA Board vests in the person who will remain a Board member should their employer change from one Member to another.
- 9.3.4. Members may only be elected to the Board once they have served a minimum of one term on a committee of the Association.
- 9.3.5. The TTA GOVERNING BOARD shall comprise:
  - 9.3.5.1. The BOARD members of the TTA as nominated and elected by the TTA Members eligible to vote. The aforementioned office bearers shall be appointed by a simple majority of the MEMBERS of the BOARD for a period of 2 years.
  - 9.3.5.2. The Board Members shall, amongst themselves, annually, elect a Chairperson and Vice Chairperson of the TTA GOVERNING BOARD as well as a Treasurer. The aforementioned office bearers shall be appointed by a simple majority of the MEMBERS of the BOARD for a period of 2 years.
  - 9.3.5.3. The Chairperson, Vice-Chairperson and Treasurer shall be registered as Directors of the Association for their term of office for the purposes of company registration.
  - 9.3.5.4. Any person the TTA BOARD may co-opt, from time to time, for a specific task and period of time;
  - 9.3.5.5. Any other office bearers that the TTA BOARD may decide on from time to time;
  - 9.3.5.6. The Chairperson or Vice Chairperson may be dismissed or removed from his post only by a TWO THIRDS (2/3) majority of the members of the TTA BOARD, provided that the TTA BOARD, in so removing or dismissing such an office bearer, shall do so for a good reason and by a way of a fair procedure.
  - 9.3.5.7. No restrictions shall apply to the size of the TTA Board
  - 9.3.5.8. No restrictions shall apply to the number of terms served by Board members

9.3.5.9. An elected Board member shall cease to be a Board member if he or she ceases to be a member of the TTA. The TTA shall give the Board member notice of three months to restore his or her membership of the Association and in which case the Board member shall continue to be a Board member and his Board membership is deemed not to be broken.

9.3.5.10. A Board member that has been appointed to the Board shall cease to be a member of the Board upon death, retirement or the expiration of the Board member's term of appointment.

9.3.5.11. Any Board member may lose his membership of the Board by a resolution of the Board if he misses three (3) consecutive board meetings without leave of absence from the Chairperson.

9.3.5.12. Any casual vacancy occurring in the Board may be filled by a member representing the departed elected member and appointed by the Board. Any person so chosen shall hold office until the expiration of the term of the original elected Board member.

9.3.6. The TTA BOARD will establish the criteria for the affiliation of other organisations or associations with TTA in writing in the form of a Memorandum of Understanding (MoU) or Service Level Agreement (SLA).

9.3.7. The TTA Board will have the discretion to establish other structures, including but not limited to those below, to effect the objectives of the Association if and when required.

#### **9.4. ADVISORY BOARD**

9.4.1. The primary purpose of an Advisory Board would be to advise and guide the TTA Board.

9.4.2. The composition of an Advisory Board would be any non-member as follows (not limited to):

- i. Government tourism sector or other representatives;
- ii. Representatives from other regional, national or international associations;
- iii. Industry experts;
- iv. Community representatives.

#### **9.5. MANAGEMENT COMMITTEE**

9.5.1. The primary purpose of a Management Committee would be to manage the day-to-day operations of the chapters, forums and branches of the Association.

9.5.2. Management Committee members are appointed from the TTA Board.

#### **9.6. OPERATIONS COMMITTEES**

9.6.1. The primary purpose of a Operations Committee would be to effect the implementation of specific projects undertaken by the Association.

9.6.2. Operations Committee members would be any Member co-opted by other structures within the Association.

9.6.3. Board members may serve as Operations Committee Members

## **9.7. CHAPTERS AND CHAPTER OFFICE BEARERS**

The TTA structure encourages formation of Chapters comprising of product and service owners with a same or similar function within a sector of the tourism industry.

9.7.1. Chapters are managed by Chapter Chairpersons who are appointed by the Board of Directors.

9.7.2. Chapter Committees are elected by members to oversee the day to day running and special projects undertaken by the Chapter.

9.7.3. Board members may serve as Chapter office bearers

## **9.8. BRANCHES AND BRANCH OFFICE BEARERS**

The TTA structure encourages formation of Branches comprising of member product and services located in the same geographical area defined by a unique tourism selling proposition.

9.8.1. Branches are managed by Branch Chairpersons who are appointed by the Board of Directors.

9.8.2. Branch Committees are elected by members to oversee the day to day running and special projects undertaken by the Branch.

9.8.3. Board members may serve as branch office bearers.

## **10. ALTERNATES TO THE MEETINGS OF THE TTA BOARD, AND ALL OTHER GOVERNANCE STRUCTURES OF THE TTA**

10.1. Each member of these committees shall have the power to appoint one of the other members thereof, or any other Member, to act as his alternate during a temporary absence or inability to act as a member provided that such other person:

10.1.1. Is not disqualified, in terms of THIS CONSTITUTION, from acting;

10.1.2. Shall have been approved by a majority of the remaining members of these committees in their sole discretion.

10.2. An alternate member of these committees, whilst acting in the place of the person who appointed him shall be entitled and required to exercise all powers and authorities of the members represents, subject to any specific limitations contained in a written instructions by that member.

## **11. COMMITTEE MEMBERS VACATING OFFICE FROM THE TTA BOARD, AND ALL OTHER COMMITTEES OF TTA**

The office of the member of these committees shall be vacated if a Member;

- 11.1. Resigns or on the death of; or
- 11.2. Becomes unsound of mind; or
- 11.3. Becomes unfit and/or incapable of acting as such; or
- 11.4. Becomes insolvent or assigns his estate for the benefit of or compounds with his creditors; or
- 11.5. Would be disqualified, in terms of the companies Act or equivalent legislation in force from time to time, from acting as a director of a company.
- 11.6. In the event of a position on these committees falling vacant for any of the reasons set out here-in above, these committees, may co-opt a person to fill the vacancy. The person so co-opted shall hold office until the next General Meeting, at which his office may be terminated or ratified.

## **12. PROCEDURE OF THE TTA BOARD, AND ALL OTHER COMMITTEES OF TTA**

- 12.1. These committees shall conduct its meetings and regulates its procedures as it finds convenient provided that:
  - 12.1.1. Each committee shall elect a chairman who shall chair all meetings of the relevant committee which he attends. In the presence of the chairman the committee may elect a chairman from their number.
  - 12.1.2. The committee shall meet at least once in 4 (four) Months, or at such other time determined by the TTA BOARD, however the chairman of a committee, or chairman of TTA BOARD may at any time convene a meeting of relevant committee.
- 12.2. A quorum for the meeting of these committees shall be at least a HALF (50%) of the elected committee members of such a committee, with a minimum of 2 (two) members.
- 12.3. Any members that does not attend 3 (three) consecutive committee meeting , without acceptable apology or alternate, may be asked to resign from that committee, and shall be obliged to do so.
- 12.4. Members of these committees shall have 1 (one) vote each for the purposes of electing a chairman. All other matters will be decided on by a full consensus of the quorum present at such a meeting. such no consensus be reached on a particular issue, such issues will be removed from the agenda for that committee until such time as consensus may be reached and no public comment will be made and no action will be taken on such issues by the committee.in the event of a particular

issues returning to the agenda for a 3rd (third) time, a simple majority decision will prevail.

12.5. Proper Minutes shall be kept of the proceedings of all meetings of these committees, and a record of those persons present at each meeting. The Minute shall be signed by the chairperson or such other members as chairs the meeting, and shall be available at all times for inspection or copying by any members of these committees and on two (2) days' notice to the TTA OFFICE by any members of TTA.

12.6. These committees may delegate any of their powers and prerogatives to a TTA BOARD member, in writing or to a special purpose committee or organisation. As it may deem appropriate. The member, committee or organisation to which such delegation is made shall, in the exercise of his or its functions, conform to any regulations any procedures that may be stipulated by these committees from time to time.

### **13. APPOINTMENT OF STAFF**

13.1. The Board of Directors shall make appointments of other officers as it sees fit and on such terms and under such conditions as it may from time to time consider necessary for the effective carrying out of the objects of the TTA.

13.2. The Secretary shall normally act as a Secretary and shall cause proper minutes to be kept of all legislated meetings of the TTA which will be open for inspection by any member of the TTA at the TTA office and shall be signed by the Chairperson. The minutes shall be binding on all matters of the TTA except as to any irregular proceedings declared and annulled at a Special General Meeting called for that purpose.

### **14. POWERS AND AUTHORITY**

Subject to this Constitution and the Companies Act, the TTA BOARD shall have such powers and authorities as it may deem necessary to effectively administer TTA and promote its objectives and purpose including, but not limited to:

14.1. To form committees to which specific powers are delegated. The Board may cancel the appointment of committees so formed at any time.

14.2. All committees shall report to, and be responsible to, the Board and no act of any committee shall be binding to the Board or the TTA unless ratified by a Board Meeting.

14.3. To open and operate accounts at any Bank, as are required to enable proper management and investment of the TTA's money.

14.4. To nominate not less than three (3) persons who may sign properly authorised cheques or negotiable instruments on behalf of the TTA, each cheque or instrument will require the signature of two (2) of these persons.

- 14.5. To engage and to delegate specific powers to any servant, employee, agent or professional adviser of or to the TTA and to pay remuneration as the Board deems fit to any person so engaged, whether a member of the Organisation or not, in return for services rendered or to be rendered to the Organisation.
- 14.6. To make regulations, rules and/or by-laws as to the hiring or letting of property in the TTA's control and to regulate fees and rental to be paid in respect of same.
- 14.7. To affiliate, become affiliated with or subscribe to anybody whose objectives are deemed similar to those of the TTA and, if thought fit, to detach the TTA from such body.

## 15. MEETINGS

### 15.1. ANNUAL GENERAL MEETINGS

15.1.1. The Annual General Meeting of TTA shall be held within a period of 12 (TWELVE) months from adoption of this CONSTITUTION, and subsequent Annual general meetings shall be held as soon as possible, but in any event within 7 (SEVEN) months, after the end of each financial year: subject to the condition that no less than 21 (twenty one) days written notice of such meeting shall be given to all members entitled to attend it.

15.1.2. The Annual general Meeting shall be convened by the Chairman.

15.1.3. The Business of an Annual General Meeting shall include, inter Alia:

- 15.1.3.1. The Election of a person to chair the meeting:
- 15.1.3.2. The presentation and adoption of the Annual Report of the Chairman:
- 15.1.3.3. The Consideration of the Annual Financial statements:
- 15.1.3.4. The appointments of Auditors;
- 15.1.3.5. The election of Board Members
- 15.1.3.6. Such other matters as may be considered appropriate.

15.2. Other General Members Meetings of TTA may be convened at any time at the request of:

15.2.1. The TTA BOARD;

15.2.2. The Chairman

15.2.3. Any Member supported by 5% (five percent) of the membership;

15.3. Any General Meeting other than the Annual General Meeting shall be convened on not less than 14 (fourteen) days written notice to all members entitled to attend General Meeting, as such notice shall state in broad terms the business to be transacted at the meeting; provided that should the Chairman, having been requested to give such notice, fail to give it within 21 (twenty one) days of the request, the Person requesting the meeting shall be entitled themselves to give notice of and to convene the meeting

15.4. If the incumbent Chairperson's term as Chairperson has expired, then at the first Board meeting after the AGM, the Board shall elect a member of the Board as

Chairperson. The Chairperson shall hold office until the first Board meeting after the AGM in the second year of the Chairperson's term of office or for the remainder of that board member's term on the Board, whichever is the lesser.

15.5. At the first Board meeting after each AGM, the Board shall elect members of the Board as Deputy Chairperson and Treasurer. The Deputy Chairperson and Treasurer shall hold office until the first Board meeting after the AGM or for the remainder of that Board member's term on the board, whichever is the lesser.

15.6. If the office of Chairperson, Vice-Chairperson or Treasurer becomes vacant prior to the election of office bearers at the first Board meeting after each AGM the Board shall elect a Board member to fill each vacancy for the period remaining until the first Board meeting after the next AGM.

15.7. Except as otherwise provided in this Constitution or the Act, matters before the Board shall be decided by simple majority vote. The Chairperson shall have a casting vote.

15.8. Urgent Board matters can be addressed via circular out-of-session subject to a majority of eligible Board Members voting in affirmation of the matter.

15.9. Subject to this Constitution and the Act, the Board may determine its own procedures.

## **16. CHAIRPERSON OF MEETINGS**

16.1. The TTA Chairperson, or in his absence the TTA Vice Chairperson, shall preside at every AGM, Board or Special General Meeting and in the absence of the Chairperson, those present shall elect one of their number to be the Chairperson for that meeting.

## **17. RESOLUTION AND VOTING**

17.1. At all General Meetings, a resolution put to the vote shall be decided only by a Poll. A poll shall be taken as directed by the Chairman, and the results of the poll shall be the Resolution of the Meeting.

17.2. Each Member with voting rights present or represented at General Member Meetings shall be entitled to ONE (1) Vote. Such Member shall be in good standing, and have paid the most recent annual subscriptions. The Chairman shall be entitled to a second or casting vote in the event of an equality of votes.

17.3. A duly convened General Meeting of TTA, at which a quorum is present, shall be competent to carry out all objectives of TTA, as set out above, and to exercise all or any of the powers, authorities and discretion of TTA.

## **18. QUORUM AND PROXY VOTES**

18.1. Fifty One Percent (51%) of the voting MEMBERS shall constitute a quorum at a General Meeting of TTA in order to establish whether or not such a quorum exists,

Proxy votes to be cast on behalf of voting MEMEBERS will be included in the calculation and have to be registered prior to the said meeting. Proxy may be used as prescribed by the TTA BOARD from time to time.

- 18.2. In the case of a proxy not being established at a General Meeting the TTA may make use of verifiable online/digital voting to make decisions or elect office bearers. Voting on-line is required by a minimum of one third (1/3) of members to be valid.

## **19. NOTICES**

- 19.1. Notice of the Annual General Meeting and other General Member's Meetings shall be delivered personally, or sent by prepared post, or electronic means (which may include e-mail) to the last address notified by each Member concerned, or in such manner as the TTA BOARD deems expedient.
- 19.1.1.1. Notices of such meetings are to be issued twenty one (21) days prior to the intended date of such meetings.
- 19.1.1.2. Any such notice shall be accompanied by a copy of the audited financial statements and Minutes of the last AGM.
- 19.2. The inadvertent omission to address notice/s to any person shall not invalidate the proceedings of any Meeting.
- 19.3. If posted, notices shall be deemed to have been received ten (10) days after posting.
- 19.4. If sent by electronic means, shall be deemed to have been received twenty four (24) hours after sending.

## **20. BOOKS OF ACCOUNT AND ANNUAL FINANCIAL STATEMENTS**

- 20.1. The financial year shall end on the last day of February.
- 20.2. The TTA BOARD shall ensure that proper books of account are being kept. Financial statements shall be prepared at least once a year, in accordance with generally accepted accounting principles and practice, and shall reflect clearly the affairs of TTA and all its divisions, affiliated associations, chapters and branches.
- 20.3. The books of account and financial statements shall be audited and certified in the customary manner by an independent practising chartered accountant so appointed and Approved by the last Annual General Meeting of TTA.
- 20.4. The Copy of the Annual Financial statements shall be made available to each of the MEMBERS on request as soon as possible after the close of the financial year and shall be approved at the Annual General Meeting of TTA.
- 20.5. A Treasurer shall be elected by the Board from one of its number to monitor the financial affairs of the TTA and to report this to the Board.
- 20.6. The Treasurer shall assist the TTA Chairperson with financial performance management. The treasurer shall:

- 20.6.1. Prepare financial reports for Board meetings or on the request of a member.
- 20.6.2. Prepare the annual budget and report on progress against budget.
- 20.6.3. Prepare any Fundraising and Sponsor Management Agreements and report back on compliance thereto.
- 20.6.4. Prepare input to, and report on compliance to, any financial obligations raised as part of any Memoranda of Understanding or Service Level Agreement.
- 20.7. The TTA Chairperson and Vice Chairperson, assisted by the TTA Office, will have responsibility for all other financial matters, and shall:
  - 20.7.1. Be responsible for the receipt of all monies paid to or received by the TTA and shall issue receipts for those monies when requested in the name of the Organisation.
  - 20.7.2. Pay all monies referred to in Rule 18.7.1 into such account or accounts as the Board may from time-to-time, direct.
  - 20.7.3. Make payments from the funds of the TTA with the authority of the Board and in doing so ensure that all cheques are signed in accordance with the guidelines issued by the Board from time-to-time.
  - 20.7.4. Have custody of all securities, books and documents of a financial nature and accounting records of the TTA.
  - 20.7.5. Procure with the assistance of and approval of the Board or a committee of the Board, the services of external service providers.

## **21. SIGNATURES**

THE TTA BOARD will also appoint one member of the TTA BOARD, being the Treasurer, as an accounting officer. All cheques, promissory notes and other documents requiring signature on behalf of the TTA shall be signed by two of the following: The Chairman, The Vice Chairperson and the Accounting Officer.

## **22. TTA FUNDS**

- 22.1. The initial funds of TTA shall be the amount/s standing to its credits in its bank account/s at the date of the adoption of this CONSTITUTION.
- 22.2. TTA FUNDS may be increased by:
  - 22.2.1. Accrued and undistributed income

22.2.2. Further amounts of assets as may, from time to time, become payable or transferable to TTA by way of donation or sponsorship by any person wishing to benefit TTA.

22.2.3. No further documents shall be required to vest TTA with any such donations/sponsorships. The payment, transfer or cession thereof to TTA or its nominees shall be sufficient to vest these donations/sponsorships in TTA for the purposes and subject to the conditions set out in this CONSTITUTION.

## **23. AMENDMENT TO CONSTITUTION AND DISSOLUTION**

23.1. The terms of this CONSTITUTION may be amended, the name may be changed and TTA may be dissolved by decision of the voting MEMBERS in General Meeting, provided that written notice of the proposed resolution is given not less than TWENTY ONE (21) days prior to the date of the meeting, and such notice states the nature of the resolution to be proposed.

23.2. Any such resolution shall be deemed to have been adopted only if it supported by not less than Fifty One Percent (51%) of the MEMBERS present at the meeting, being not less than the minimum number necessary to constitute a quorum.

23.3. Upon the dissolution of the TTA, after all debts and commitments have been paid, any remaining assets shall be transferred by donation to another organisation which has the same objectives as those of the TTA.

## **24. INDEMNITY**

24.1. Subject to the provision of any relevant clause, each member of the TTA BOARD, and all other office bearers shall be indemnified by TTA for all acts done by them in good faith on its behalf; and it shall be the duty of TTA to pay all costs and expenses, which any such person may incur or become liable for by any reason of any contract entered into, or act or deed done by him, in his said capacity, in the bona fide discharge of his duties on behalf of TTA.

24.2. Subject to the provision of any related clause, no member of the TTA BOARD, or other office bearer of TTA, shall be liable for acts, receipts, neglects or defaults of any other member or office bearer, or for having joined in any receipt or other act for community or for any loss or expense suffered by TTA through insufficiency or deficiency or title to any property acquired by TTA; or for the insufficiency or deficiency of any security in or upon which the monies of TTA shall be invested; or for any loss or damage arising from bankruptcy, insolvency or delinquent act of any person with whom any monies, securities, or effects are deposited or for any loss or damage otherwise occasioned, which occurs in the execution of the duties of his office or in relation thereto, unless it arises in consequences of his dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

## **25. DISCRETION**

Where discretion is vested in the TTA BOARD and/or TTA in terms of THIS CONSTITUTION, such discretion shall be complete and absolute, and any decision made by them pursuant to their discretionary power shall not be changeable by any person affected thereby; provided that the TTA BOARD shall at all times be obliged to conform to the stated objectives of TTA, and generally to comply with terms and conditions of THIS CONSTITUTION.

## **26. PASSAGE OF RESOLUTION & DIVISIONS**

- 26.1. The membership may only vote on constitutional matters, Board election matters and meeting procedure matters; the membership does not have the power to direct the Board or the TTA's employees on matters of policy, operational or management matters.
- 26.2. Except otherwise as provided for in this Constitution, voting for any matter before the meeting shall be by show of hands, or by verifiable electronic means, with the matter being determined by simple majority.
- 26.3. The Chairperson shall declare the results.

## **27. AFFILIATION**

- 27.1. The TTA BOARD will consider the affiliation of TTA to any local or international association or body with similar objectives for the benefit of TTA members.

## **28. POLICY and PROCEDURES**

A POLICY and PROCEDURE manual will be established by the TTA BOARD under and with the following conditions;

- 28.1. No item of the POLICY and PROCEDURE manual will conflict with any of articles contained in the TTA CONSTITUTION
- 28.2. Copies of the POLICY and PROCEDURES will be made available to all members of committees of TTA;
- 28.3. All members and committees of TTA will comply with the items contained in the POLICY and PROCEDURES manual;
- 28.4. The POLICY and PROCEDUREs manual will be drawn from the decision made by the TTA BOARD and any committee so appointed by the TTA BOARD.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
200\_\_

THEREBY CERTIFYING THAT THE ABOVE IS THE CONSTITUTION OF THE TSHWANE  
TOURISM ASSOCIATION (TTA), SO ADOPTED AT THE ANNUAL GENERAL MEETING  
ON THE \_\_\_TH DAY OF \_\_\_\_\_ OF 20\_\_\_\_, HELD AT \_\_\_\_\_

SIGNED:

CHAIRPERSON, PRETORIA TOURISM ASSOCIATION

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_ WITNESS \_\_\_\_\_