

HOUT BAY & LLANDUDNO HERITAGE TRUST

CONSTITUTION

(Inclusive of Proposed Amendments – March 2015)
For approval at 2015 AGM

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1. NAME OF TRUST

The name of the trust shall be "Hout Bay & Llandudno Heritage Trust". (Hereafter referred to as the "Trust").

2. OBJECTIVE

To preserve and promote the architectural, historical, cultural and environmental heritage of Hout Bay & Llandudno and their environs, for the education and benefit of their inhabitants and the general public at large.

3. AREA OF TRUST OPERATION

Although the Trust shall operate primarily in the areas of Hout Bay and Llandudno, the Trust shall be entitled to extend its operations in a supportive role to any matter or cause falling within the objects and powers of the Trustees within the RSA.

4. DEFINITIONS

1. The singular shall include the plural, expressions denoting the masculine gender shall include the feminine.
2. "Person" shall include any individual or any body or persons corporate or unincorporate.

5. PATRONS

1. The Trustees may from time to time appoint as Chief Patron(s) and Patron(s) of the Trust such persons as they deem fit.
2. A patron shall cease to hold office on the same terms and conditions as applicable to a Trustee.

6. MEMBERSHIP

1. Membership of the Trust shall be open to all persons who support the objectives of the Trust. The right of admission or re-admission however shall be reserved and subject to the approval of the Trustees or their appointed Membership Committee.
2. Each paid up member shall have an equal vote at general meetings of the Trust but in order to exercise such vote will be required to be in good standing prior to any meeting when a vote shall take place.
3. The Trustees may determine different classes of membership and subscriptions including Life Membership, Honorary Membership, Donor, Sponsor etc and determine fees.
4. If any member in the opinion of three quarters 3/4 of the Trustees attending a meeting convened to consider the matter is deemed to have brought the Trust into disrepute in any way whatsoever, he shall be expelled from membership of the Trust.

7. TRUSTEES

7.1 ELECTION OF TRUSTEES

1. Trustees shall be proposed and seconded by members in good standing at least 7 days prior to the Annual General Meeting. Nominees shall furnish their written acceptance thereof.
2. At each Annual General Meeting of members at least 25% of the Trustees in office shall retire in rotation, but shall be eligible for re-election.

7.2 BOARD OF TRUSTEES

1. The Trustees of the Trust shall be constituted into a Board of Trustees (The Board) which shall consist of not less than 5 (five) and not more than eleven (11) members.
2. The Chairperson and Vice-Chairperson of the Board shall be appointed from time to time by the Trustees.
3. A Trustee shall cease to hold office if:
 - a. he ceases to hold any office by which he is ex officio a trustee;
 - b. he is declared insolvent or assigns his estate for the benefit of or compounds with his creditors;
 - c. he becomes of unsound mind or incapable of managing his affairs;
 - d. he resigns by written notice to that effect given to his co-Trustees;
 - e. he becomes disqualified in terms of the Companies Act to act as a director of a company;
 - f. he is removed as Trustee by order of Court;
 - g. he is removed as a Trustee on a vote of not less than three quarters (3/4) of the remaining number of Trustees.
4. Notwithstanding the above provisions and in the event that any Trustee should fail to attend three (3) out of four (4) consecutive meetings of the Board (excluding special meetings called at short notice) without prior arrangement or the offer of apologies, the remaining Trustees may on a vote of not less than three quarters (3/4) of their number terminate the appointment of the Trustee.
5. Notwithstanding the above provisions, but subject to the total number of Trustees at any time being limited to a maximum of eleven (11), the elected Trustees shall be entitled, if not less than three quarters (3/4) of those of them elected in the ordinary course in terms of clause 7.1 so agree by resolution, to co-opt any member as an additional Trustee: Provided that the number of co-opted Trustees serving between the dates of consecutive annual general meetings shall at no one time comprise more than three (3) in number and provided further that a member who has been co-opted as a Trustee shall cease to hold office at the date of the first Annual General Meeting held after the date of his having been co-opted (unless he is elected as a Trustee at such meeting in terms of clause 7.1) and shall not thereafter be eligible to being co-opted again during the following year.
6. Any Trustee who holds office by virtue of having been co-opted in terms of clause 7.2.5 shall, save as provided in clause 7.2.5, have the same status in terms of the Constitution as any Trustee elected by the members at the Annual General Meeting.

7.3 POWERS OF TRUSTEES

The Trustees shall have the power to deal with Trust Property in their discretion and are vested with all necessary powers and authority including (without derogating from the generality of their powers), the power:

1. to pay the costs charges and expenses preliminary and incidental to the ongoing management of the Trust and matters incidental thereto;
2. to purchase and in any other way acquire for the Trust any property, rights and privileges on such terms and conditions as they may think fit;

3. to manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, improve, turn to account, or in any other way deal with all assets and investments from time to time;
4. to invest money in such a manner as they think fit in any country of the world and to vary such investments from time to time;
5. at their discretion to pay for any property or rights acquired by, or services rendered to, the Trust either wholly or partially in cash or in securities of the Trust;
6. to mortgage, pledge, cede or in any other manner alienate Trust property as security for any debt;
7. to lend money to any beneficiary of the Trust on security or mortgage bond or any other form of security acceptable to the Board and with or without interest;
8. to make donations, but only in accordance with the main objects of the Trust;
9. to enter into indemnities, suretyships or guarantees and in support thereof to mortgage, pledge, cede or in any other manner alienate Trust assets;
10. to retain and invest any surplus income from time to time in such securities or assets as they deem fit;
11. to institute and defend any proceedings or otherwise take any action in any Court of Law or other tribunal;
12. to compound and allow time for the payment or satisfaction of any debts due to the Trust, to compromise or abandon any claims or demands by the Trust;
13. to attend any meeting of creditors of any person, company or body indebted to the Trust and to vote thereat;
14. to employ persons to carry out the objects of the Trust and to pay them out of Trust funds and dismiss any such persons;
15. to make planning applications and applications for consent under building regulations and by-laws, and to enter into, and carry out, contracts in connection with the purposes of the Trust;
16. to appoint an agent or agents to represent them for the purpose and to pay such agent or agents from Trust funds.
17. to enter into any partnership, agreement, joint venture or other association;
18. to exercise any option or take up any right;
19. to determine the manner of registration of any shares held by the Trust;
20. to exercise the voting power attaching to any share in such manner as they consider to be in the best interests of the Trust;
21. to open and operate bank and building society accounts and to draw cheques, bills and promissory notes;
22. to make and give receipts, releases and other discharges for money payable to the Trust and for the claims and demands of the Trust;
23. to execute or endorse any contract, deed, negotiable instrument or document in such manner as they may from time to time determine;

24. generally to enter into any contracts and do all such things as they consider necessary or desirable in the interests of the Trust;
25. to buy or otherwise acquire in any lawful manner, buildings or land or interest therein, or other objects whether movable or immovable, in particular those which are of historical, architectural, aesthetic, ethnic or ecological importance and to restore or otherwise conserve such property;
26. to sell, let exchange, mortgage, or otherwise dispose of moveable or immovable property or any interest therein subject to such conditions or other restrictions as are reasonably necessary to maintain the aesthetic character of such property; provided that the proceeds of such sales and leases will be applied mainly for the purposes of further acquisition and conservation of movable or immovable property contributing to the area's aesthetic character.
27. to raise funds by grants, donations, loans, subscriptions or otherwise for the purposes of the Trust, to invite and accept gifts, and whether from living persons or by will, and whether or not subject to conditions; to carry out any condition imposed on any such gift.
28. to constitute special trusts with the same or similar objects as the Trust, and act as Trustee of the said special Trusts, whether constituted by the Trust or otherwise.
29. to establish and support, or aid in, the establishment and support of associations or institutions and to subscribe or guarantee money for purposes in any way connected with the purposes of the Trust, or calculated to further its objects;
30. to liaise with any local or public authority or other body to further the objects of the Trust.
31. to do any such thing which may in the opinion of the Trustees further the objectives of the Trust.

7.4 SECURITY BY TRUSTEES

No Trustee whether acting jointly or singly shall be required to furnish security for the proper performance of his functions.

7.5 LIMITATION OF TRUSTEES' LIABILITY

1. Each Trustee is absolved from responsibility for any loss to the Trust occasioned by a bona fide exercise of the Trustees' powers.
2. No Trustee shall be liable for any act, omission or negligence of any other Trustee or of any agent employed by the Trustees.
3. The Trustees shall be entitled to recover from the Trust any amount lawfully claimed against them arising out of a bona fide exercise of Trustees' powers.

7.6 PROCEEDINGS AT TRUSTEES' MEETINGS

1. The business of the Trust shall be conducted by the Trustees who shall meet together at such times and places as the Trustees may deem necessary.
2. The Chairperson of the Board shall preside at all meetings of the Board provided that if the chairperson is not present within 15 minutes of the commencement of the meeting the vice-chairperson shall preside; failing which the Trustees present shall appoint one of their members as chairperson of the meeting.

3. Any five (5) Trustees may upon at least fourteen (14) days notice to the other Trustees convene a meeting of the Board.
4. A quorum at any meeting of the Board shall be as fixed by the Board provided that such a quorum shall be not less than fifty percent (50%) of the members of the Board.
5. A Trustee may be represented at a meeting of Trustees by a proxy appointed in writing, provided that such proxy shall be a member of the Trust.
6. At any meeting of the Board, each Trustee present in person or by proxy shall have one vote provided that in the event of any equality of votes the chairperson shall have a second casting vote.
7. Except as otherwise provided in this Constitution all decisions of the Board shall be taken upon a majority vote of those present in person or by proxy.
8. Any resolution of the Board signed by all the Trustees shall be as binding upon the Board as if taken at a duly constituted meeting of the Board at which a quorum was present.

7.7 REMUNERATION OF TRUSTEES

1. The Trustees shall not be entitled to any remuneration for the administration of the Trust.
2. The Trustees shall be entitled to reimbursement by the Trust for any disbursements incurred by them in the performance of their duties as Trustees.
3. Any Trustee professionally engaged and so acting for the Trust for a specific purpose, shall be entitled to the usual remuneration for his services subject to the approval of the Board.

7.8 CAPITAL OF THE TRUST

1. The Trustees shall solicit by way of membership subscriptions, donations, legacy or inheritance, or by any other means whatsoever, funds from the public and private sector for the purposes of the Trust.
2. The Trustees may, for the purposes of paragraph 7.8.1, create categories of members, donors or testators and designate such donors or testators in terms of the amounts contributed with such designations for specified amounts as the Trustees shall decide.
3. The Trustees may in the exercise of their powers conferred upon them add to the capital of the Trust from time to time in any manner they deem fit.
4. The aggregate of the membership subscriptions, donations, legacies and inheritances raised by the Trustees, and any amounts added thereto by the Trustees from time to time (including any profit on the realisation of any asset of the Trust) and any income capitalised is hereinafter referred to as "the Trust Fund".
5. The Trustees shall utilize the income upon and the capital of the Trust Fund in such manner, times and amounts, as they may deem fit, solely for investment or for the objectives of the Trust referred to in clause 2 above, and shall not distribute any of its profits or gains to any person.

8. MANAGEMENT COMMITTEE AND PROCEDURE

8.1 APPOINTMENT

The Board may appoint a Management Committee (hereafter referred to as the MC) of the Board & may delegate to the MC such of the Board's powers & functions and on such terms as the Board shall see fit.

8.2 MANAGEMENT COMMITTEE

1. Members appointed to the MC shall be responsible for the creation of and the activity of special interest groups (or sub committees) agreed by the Board as being in keeping with the objectives of the Trust.
2. The Management Committee shall comprise of not less than five (5) members of the Trust.
3. A quorum of the MC shall be not less than 50% of its members.
4. The first meeting of a newly approved MC shall take place within 31 days of each AGM.
5. At the first meeting following an AGM the MC shall elect a Chairperson, a Vice-Chairperson, a Secretary and Treasurer.
6. The MC shall have the power to co-opt additional members for their expertise in certain matters, subject to the approval of the Board of Trustees.
7. The MC shall act only in accordance with the policy of the Trustees and the powers delegated to it by the Trustees from time to time.
8. The Chairperson, Treasurer and Secretary of the MC shall have the right to attend all Board meetings of the Trustees but shall not have voting rights unless they are Trustees.
9. No member of the MC shall commit the Trust to any statement or action without the consent of the Board.
10. Any member having a financial or business interest in a matter under discussion must declare such interest and recuse himself from such discussion and any vote thereon.
11. All business meetings of the MC shall be minuted.
12. The MC shall maintain banking accounts which will be jointly operated by any two nominated Trustees.
13. The MC shall use the funds only for the official affairs of the Trust to further its objectives.

8.3 DUTIES OF TREASURER

1. To collect all subscriptions due.
2. To pay all accounts.
3. To maintain a set of books showing the current income and expenditure of the Trust.
4. To present the Income & Expenditure Account and Balance Sheet at the AGM, and at any such other time as may be considered necessary by the Board, and to confirm that such Financial Statements are in agreement with the books of account and the Trust's accounting policies.

5. To liaise with the Board regarding any major financial issues.
6. The Trust's financial year shall end on the last day of February each year.

9. GENERAL MEETINGS

9.1 CALLING OF GENERAL MEETINGS

1. An Annual General Meeting of the Trust (AGM) shall be called by the Board to take place within six (6) months of the end of each financial year. A minimum period of fourteen (14 days) written notice of the AGM shall be given to all members.
2. A special General Meeting may be called by the Trustees whenever necessary and must be called in the event of a minimum of twenty (20) paid up members of the Trust making a written request for such a meeting. The request must be signed by the members who must state the purpose for which the special meeting is required. Full particulars of any motion must be tabled with names and signatures of the Proposer and Seconder, and a minimum of twenty one (21) days notice of such meeting shall be given to members.
3. Notices of all meetings shall be given in such manner as the Board in its sole discretion deems fit.

9.2 PROCEDURE AT GENERAL MEETINGS

1. The Income & Expenditure Account, Balance Sheet and Chairperson's Report for the previous financial year shall be presented at each AGM.
2. All paid up members shall be entitled to speak on any relevant matter at the meeting.
3. Voting shall be by a show of hands of paid up members, except where a ballot is necessary to elect Trustees. Any paid up member unable to attend a meeting may vote by proxy. Written notification of a Proxy vote must reach the Secretary not later than three (3) days before the date of the meeting.
4. Motions shall be carried by a simple Majority of those paid up members present.
5. A quorum at the AGM or special General Meeting shall be not less than fifteen (15) paid up members and the meeting shall stand adjourned if a quorum is not present, until such time and place as the Board determines.

10. THE CONSTITUTION

10.1 INTERPRETATION OF THE CONSTITUTION

The Chairperson of the Board of Trustees' interpretation of the meaning of any item in the Constitution shall be final & binding.

10.2 AMENDMENTS TO THE CONSTITUTION

1. Any alterations, additions or amendments to the Constitution must be passed by a two-thirds (2/3) majority of the paid up members present at a General Meeting of the Trust.

2. Fourteen (14) days notice of any proposed alteration, addition or amendment to the Constitution must be given in writing to the Secretary signed by the Proposer and Secunder and not less than four (4) supporting members.
3. The full text of any proposed amendment or alteration to the Constitution must accompany the notice of the meeting sent to all members.

11. ARBITRATION

In the event of any dispute arising between Trustees inter se, or between Trustees and any member as to any matter relating to the Trust, and such dispute cannot be otherwise resolved, it shall be referred to an arbitrator appointed by the chairman of the Association of Arbitrators of South Africa, whose decision on such dispute shall be final and binding upon the parties.

12. TERMINATION OF THE TRUST

1. The Trust shall be capable of being terminated upon a majority vote of the paid up members of the Trust present at an AGM or a special General Meeting held for the purpose.
2. Any assets of the Trust shall upon termination be realised & donated to any one or more Trust or corporate body having objectives similar to those of the Trust, approved by a majority vote taken at the meeting which approves the termination.

13. DOMICILIUM OF THE TRUST

The Domicilium of the Trust shall be c/o The Hout Bay Museum, Andrews Road, Hout Bay.