THE CONSTITUTION OF
"THE SOUTHERN CAPE OLD CAR CLUB"

(As adopted and approved in the year 1988, amended and ratified on 16 December 2016 and again on 29 November 2025)

1 NAME

The name of the organisation shall be the "SOUTHERN CAPE OLD CAR CLUB", alternatively "Suid-Kaap Oumotorklub", referred to in this Constitution as the "Club". It shall be noted for the record that the Club emblem shall depict both the name "Southern Cape Old Car Club" and "Suid-Kaap Oumotorklub" and that the Club colours shall be red, black and yellow. "White or black Monochromatic versions of the Club's emblem maybe used subject to committee approval"

The Club shall be a legal entity and persona in law having an existence distinct from its members and shall have all the powers, rights, and privileges, which are normally applicable to legal entities and shall be liable in law.

2 REGISTERED OFFICE

The registered office of the Club shall be at such place as determined from time to time by the Club Committee.

3 INTERPRETATION AND DEFINITIONS

3.1 "SCOCC" means "THE SOUTHERN CAPE OLD CAR CLUB".

3.2 "Club" means "THE SOUTHERN CAPE OLD CAR CLUB", located in the town of George, located in the Western Cape Province of the Republic of South Africa.

3.3 "Member" or "Adult Member" means a person 18 years or older, whose application for membership has been accepted by the Committee of the SOUTHERN CAPE OLD CAR CLUB and whose subscription and any other charges or dues to the Club are not more than three months in arrears and who has not been suspended or expelled from the Club in terms of Club rules.

3.4 "Junior Membership" means a person under the age of 18 years whom has subscribed to become a member of the SOUTHERN CAPE OLD CAR CLUB, as defined under paragraph 3.3 herein above.

3.5 "Committee" means the elected management Committee of the Club.

3.6 "Committee Member" is a Member of the Management Committee duly elected at the Annual General Meeting.

3.7 Club "Secretary" shall be the person elected to administer the secretarial affairs of the Club.

3.8 "Chairman" shall mean the person elected by the club members at the Annual General Meeting, as the chairman of the Club.

3.9 The term "SAVVA" means the Southern African Veteran and Vintage Association.

3.10 "AGM" means the Annual General Meeting held by the Southern Cape Old Car Club as herein defined.

3.11 "Normal Vote" means one vote as defined under paragraph 6.8 herein below, on any Club issue.

3.12 "Casting Vote" means one additional vote being cast by the Chairman or any such other committee member appointed to vote in the absence of the chairman, in the event of a tie in votes, once counted by the committee.

3.13 "Entrance Fee" means the fee determined at the sole discretion of the Club Committee, payable by new applicants wishing to join the Club.

3.14 The term "Veteran, Vintage, Post-Vintage & Post-War vehicles and Motoring", where used herein, shall refer to any vehicle manufactured before a date determined by SAVVA.

3.15 The masculine shall also be deemed to be the feminine when the context so admits.

3.16 "Gender" Where any word, words, or phrases, in these Rules indicate a gender, both genders are applicable.

3.17 "Notices" For the purpose of the Club Rules and any Regulations, any notices required to be given to any Member hereunder, shall be deemed to be properly given if posted by ordinary mail or any other electronic means to such Member at his last known address recorded in the Club Register of membership.

4 CLUB OBJECTIVES

The aims and objectives of the Club are;

4.1 The principal objective of the club is to promote social and recreational amenities such as but not limited to a club house, exhibitions, lectures, rallies, tours etc. for the members of the club in a non-profit manner. Secondly to expose the public at large to the old car movement by way of exhibitions (shows) / tours with resultant financial donations to local registered charities.

4.2 The objectives are also to encourage and promote in every way possible, the preservation, maintenance, exhibition, use and enjoyment of motor vehicles, motorcycles, stationary engines and tractors. Motor vehicles are categorised by SAVVA as follows:

4.2.1 Class A: Motor Vehicles constructed prior to 31st December 1904, such vehicles to be known as Ancestor Vehicles.

4.2.2 Class B: Motor Vehicles constructed between January 1905 and the 31st December 1918, such vehicles to be known as Veteran Vehicles.

4.2.3 Class C: Motor Vehicles constructed between 1st January 1919 and 31st December 1930, such vehicles to be known as Vintage Vehicles.

4.2.4 Class D: Motor Vehicles constructed between 1st January 1931 and 31st December 1945, such vehicles to be known as Post Vintage Vehicles.

4.2.5 Class E: Motor Vehicles constructed between 1st January 1946 and 31st December 1960, such vehicles to be known as Post War Vehicles.

4.2.6 Class F: Motor Vehicles constructed between 1st January 1961 and the 31st December 1970, such vehicles to be known as Post 1960 Vehicles.

4.2.7 Class G: Motor Vehicles constructed between 1st January 1971 and the age limit as determined by SAVVA from time to time. Such vehicles to be known as Post 1970 Vehicles

4.3 Factory and Home Built Vehicles as well as Historic Racing Vehicles may also be approved by the Committee from time to time and at their sole discretion.

4.4 The formal dating of vehicles according to the dating regulations of the SAVVA and in particular with reference to the classes of vehicles described herein above under sub paragraphs 4.1.1 through 4.1.6.

4.5 To assist and advise Members with the acquisition, restoration and maintenance of any of the motor vehicles as defined under paragraphs 4.1 and 4.2 herein above.

4.6 The organization and / or promotion of competitive events such as Time Trails and Rallies under the rules of SAVVA as well as non-competitive events for the enjoyment of all owners of any of the vehicles described in the classes under paragraphs 4.1 and 4.2 herein above.

4.7 To provide Club premises with a library in order to conserve all historical records concerning the Club, its members and member vehicles. To further facilitate the exchange of information among members with the purpose of furthering the common interest and social interaction between Club members who prize the memory of the early struggles and achievements of the Motor Industry.

4.8 To foster among Club Members a system of mutual voluntary assistance for the maintenance and preservation of all vehicles catered for by the Club. This objective shall further extend into the dissemination and exchange of information among Club members relative to the vehicles they own and motoring in general and the promotion of meetings, lectures, discussions and other social functions as the Club may organize from time to time for this purpose.

4.9 The point of view that vintage vehicles and vintage motoring are both a hobby and a sport, and that all activities of the Club and of its members should reflect these basic concepts. The Club objectives shall therefore extend into promoting social interaction among members, prospective members and persons sympathetic to the objectives of the Club and motoring in general.

4.10 To promote the importance and value of Historic Vehicles so that appropriate legislation continues to ensure the free use of such vehicles on all South African roads.

4.11 To foster road courtesy and safe driving and to advocate and lobby on behalf of all members of the Club to protect and advance all the Club's objectives and aims in general.

5 CLUB POWERS

That the Club shall have power to do all acts and things necessary for the furtherance of its objects and in particular may exercise the following powers and ancillary objects;

5.1 The Club may have a headquarters or a clubhouse and other facilities at such places as will from time to time be determined.

5.2 The Club may join or liaise with any organization whose aims are similar to, or compatible with those of The Club.

5.3 The Club may purchase, take on lease or otherwise acquire upon such terms as it may think fit, any real and personal property, and any rights and privileges, either necessary or convenient, for the purpose of the Club, and may erect, maintain, improve or alter any building, premises, works, as it may require.

5.4 The Club may for any of its objectives borrow or raise money, and for the purpose of securing the repayment thereof may charge all or any of its real or personal property. Any decision to borrow or raise money shall however at all times be subject to a majority vote of the Club members present at a General Meeting, as defined, prescribed and determined under paragraph 14 “GENERAL MEETINGS” herein below.

5.5 The Club may invest and deal with the funds of the Club in such manner and upon such terms and conditions, as the Committee may think fit.

5.6 The Club may sell, lease, exchange, mortgage, or otherwise deal with all or any of the real financial and personal property of the Club. Any decision to sell, lease, exchange, mortgage, or otherwise deal with any of the real financial and or personal property of the Club, shall however at all times be subject to a majority vote of the Club members present at a General Meeting, as prescribed and defined under paragraph 14 “GENERAL MEETINGS” herein below.

5.7 The Club may make grants, donations and subsidies in favour of deserving entities such as charities and the promotion of youth motoring projects, whether these entities have the same or similar objectives of the Club or not.

5.8 The Club may act as agents for and introduce business to fire, accident, indemnity and general insurance offices, including any mutual insurance company or association which the Club shall be a Member of and especially in relation to motorists and motor vehicles catered for by the Club.

5.9 The Club may accept any gifts or property, whether subject to any special trusts, or not, for any one or more of the objectives of the Club.

5.10 The Club may print, publish and sell any newspapers, journals, periodicals, books, bulletins, leaflets, videos, computer disks, CD-ROMs’, (including Internet connection), or other literature that may from time to time be deemed desirable for the promotion of any one or more of the objectives of the Club, subject to the terms and conditions of the Privacy Act.

5.11 The Club shall open accounts with a savings or trading banks as shall be agreed upon and moneys received on account of the Club shall be paid into such accounts and all payments made by the Club will be made in either cash payments against verifiable invoices being remitted for payment, and or by cheque or EFT (the Electronic Funds Transfer internet banking system) linked directly to the Club’s bank accounts, or use other banking systems as appropriate.

5.12 The Club may receive fees, subscriptions, funds and sponsorships/donations.

5.13 The Club may employ staff and engage the services of personnel and organisations to assist and advise the Club. These services may include but are not limited to professional services such as accounting and legal services rendered to the Club and its members where or whenever applicable.

5.14 The Club shall determine its membership, and/or other appointed personnel.

5.15 The Club may establish committees and delegate its power to those committees.

5.16 The Club shall/ may discipline any of its Members.

5.17 The Club may determine By-laws, policies and procedures to administer the Club.

5.18 The Club shall pursue any course of action which will further the aims and objectives of the Club.

6 CLUB MEMBERSHIP

Membership of the Club shall comprise of Individuals who subscribe, accept and promote the objectives of the Club and whom the Club accepts as its Members. The following shall apply to all membership applications, membership itself and Club Members;

6.1 Membership shall be open to any motoring enthusiast whether he owns a vintage vehicle or not and who is interested in furthering the interest of the Club in general.

6.2 Persons who subscribe to the objectives of the Club may apply for membership by submitting a prescribed application form as well as a SAVVA indemnity form, together with the requisite entrance fee and subscription as prescribed by the committee. The Committee may then, after calling for reports, if so desired, from the applicant's proposer and/or seconder, elect him to membership, or reject the application in their absolute discretion, without being obliged to give any reason to anyone for rejection.

6.3 On election to membership, the Committee shall notify him/ her of their election and advise him/her of the availability of the Club's constitution on the Club's website. An electronic copy of the Club's constitution shall at all times be made available on the Club's official website. The new member's membership card will be mailed to him/her. Payment of the entrance fee and subscription shall be distinct acknowledgement on the part of any member that he/ she is bound by the Constitution of the Club.

6.4 A Club member may be elected by the Committee into one of the following classes of membership: - Club Patron (term is two years, renewable), Club President (term is two years, renewable), Honorary Club member (life-long membership), adult member and or an independent junior member of the Club. Wives, husbands or life partners of adult members as well as children of adult members, which are still under the age of 18 years of age, are also recognized as club members in their own right and are not liable for additional membership fees and or subscriptions.

6.5 Junior members of the Club shall typically be an individual person, whom subscribed to become a member of the Club. Those juniors that is a child of an existing adult member, shall automatically have membership privileges, but not be regarded an independent junior member per say. When reaching the age of 18 years of age, a junior member shall cease to be a junior member, and become an adult member, without having to pay a fee to be transferred from junior membership status to adult membership status. As an adult member, the junior member will be required to pay their own subscription fee following the year that they turn 18 years of age. A child of an adult member as herein defined and turning 18 years of age, must proceed to apply for normal/ adult membership, should such person wish to remain a member of the Club. The committee will decide on the merits of any junior application to be transferred to an adult membership, subject to the same requirements set out in sub-paragraph 6.2 herein above.

6.6 The position of Patron shall be the highest honour the Club can offer. An appointment as Patron may be made at the Annual General Meeting on the recommendation of the Committee. Any such recommendation can only be approved by a two-thirds majority vote by the members present at the annual General Meeting.

6.7 Members who have rendered notable service to the Club may be elected to become Honorary Club Members for life. A decision to elect a member as an honorary member shall be made at the sole discretion of the Committee. Honorary Club Members shall be exempt from paying club subscription fees.

6.8 All club members, with the exception of junior club members, shall be entitled to vote at General Meetings of the Club and or Special meetings of the Club, provided they have not resigned or been suspended as members of the Club and that their membership fees are paid up to date.

6.9 All Members shall be entitled to similar privileges subject to complying with SAVVA requirements as amended from time to time.

6.10 No Member will be allowed to take part in any event without first paying;

6.10.1 The entry fee for that particular event, where applicable, and

6.10.2 Any other monies, which the member owes, according to the Club books.

7 MISCONDUCT OF A CLUB MEMBER (S)

7.1 No Member may by their conduct or activities be injurious to the welfare or character of the Club or by their actions be in breach of any of the pre-scribed rules of the Club. Any member infringing the rules of the Club, Club competitions or events or those competitions and or events associated with the Club, or whose conduct appears likely to bring the Club into disrepute, or who causes strife or dissension in the club, may be:

7.1.1 Suspended instantly and verbally by any two members of the Committee or any two officials appointed by the Committee in respect of any outing or event or competition sponsored by the Club.

7.1.2 Expelled from the Club by a majority vote of the Committee after a full investigation has been conducted.

7.2 Any participants from another club in any event of any kind held under the auspices of the SCOCC will be subject to the same rules of conduct as a member. Should he/ she be found in breach of these rules, such participant shall be dismissed from that event without the right to appeal.

7.3 In the case of misconduct of a Committee member or a Committee member bringing the Club into disrepute or making public statements on behalf of the club which are regarded as incorrect / false by a majority decision of the Committee, such committee member may be suspended or expelled as decided by the Committee. Such suspended or expelled committee member may lodge an appeal as provided for in paragraph 7.4 below.

7.4 Any member that has been suspended or expelled from the Club as indicated in paragraphs 7.1 and 7.3 above, may lodge an appeal in writing to the Committee against his/ her suspension. Any appeal lodged by a suspended member or his/ her legal counsel, must follow the Club's appeals procedures. Information on the Club's appeal procedures shall be made available within seven (7) calendar days as of the date of such request having been received by the Club or one of its Committee members in writing. Requests for the appeal procedures can be obtained from any Committee member and or the Club Secretary.

7.5 Upon receipt of a written appeal, the Committee shall deliberate the matter in hand and vote as to whether to uphold or dismiss any applicable suspension. The outcome of the decision at this meeting will be final and the member will have no further recourse.

7.6 Should a Committee member be suspended, and appeal his or her suspension, such appeal may only be heard and considered by the Patron or the President of the Club together with at least two Honorary members and the Chairman of the Club, unless the chairman is the suspended party, in which case the vice chairman shall fulfil this function.

8 MEMBERSHIP RESIGNATION/ CANCELLATION

8.1 Any Member may discontinue their membership upon delivering to the club secretary or a committee member notice in writing of their intention to do so.

8.2 Any Members being over three months in arrears with their membership fees may be liable to have their membership either suspended or cancelled by the committee. Cancellation of a membership as a result of unpaid membership fees, shall however not result in the member be discharged from liability for any monies owed to the Club.

9 CESSATION OF CLUB MEMBERSHIP

Any person shall, on ceasing to be a member of the Club for whatever reason, forfeit all rights to and claim upon the Club and its property and or floating trophies in their possession.

10 SUBSCRIPTION FEES AND ENTRANCE FEES

10.1 Subscription Fees and club Entrance Fees shall be determined for the ensuing year at a Committee Meeting. These fees shall take all fixed costs such as SAVVA Subscriptions into account, as well as all budgeted expenditure.

10.2 Junior members and/ or the wife, husband or life partner of members are not liable for entry or membership fees, and shall enjoy normal club membership privileges.

11 CLUB EVENTS

No member will be permitted to participate in any event arranged by the Club without;

11.1 Paying the entry fee for that particular event.

11.2 Paying any other monies owed to the Club including annual subscriptions fees still outstanding. Three month's grace for subscriptions does not apply in this instance.

11.3 Being in possession of a valid driver's license, triangle, indemnity and all necessary insurances where these are required for any particular event. This shall apply to the entrant, driver, navigator and any passengers.

11.4 The participant's vehicle being in a roadworthy condition, having an approved fire extinguisher in working order in an accessible place in the vehicle.

12 THE CLUB'S COMMITTEE

The management of the Club shall be vested in a club "Committee" which shall consist of the following;

12.1 No less than six (6) or more than nine (9) Club members. If at any time the number of members of the Committee shall fall below six (6), the remaining members may not act except for the purpose of electing one or more members to bring their numbers up to the minimum of six (6).

12.2 All members shall have been elected to the committee at an Annual General Meeting of the Club. Any two members may sponsor the nomination of a member for election to the committee by submitting his name, in writing, to reach the Committee at least seven days prior to the Annual General Meeting, with the approval of the nominee.

12.3 Interested persons who agree to become members and shall, subject to the constitution, hold office until the conclusion of the Annual General Meeting held the following year.

12.4 Four members of the Committee are to retire by rotation at the conclusion of each Annual General Meeting (the order of rotation to be settled by the Committee by agreement or by lot) and are eligible for re-election at the Meeting.

12.5 The Committee may elect any member to fill a casual vacancy in the Committee.

12.6 If any member of the Committee fails to attend three consecutive meetings of the Committee without an excuse which, in the opinion of the Committee is reasonable, the Committee may resolve that he forfeits his office and a casual vacancy shall be deemed to have occurred.

12.7 *Conduct at Committee meetings* - The Chairman of the Club will be the chairman of the "Committee" and may be, ex-officio, a member of all club appointed sub-committees. In the absence of the Chairman the Vice Chairman shall be chairman of the "Committee". The Chairman shall be entitled to exercise a "normal" vote, and in the event of a tie, shall be entitled to a "casting" vote, which need not be exercised, or if exercised, need not be cast to preserve the "status quo".

12.8 *Committee voting protocols* - All decisions and resolutions of the Committee shall be passed by a vote of a majority of Committee members in attendance at the Committee meeting. A majority vote or "quorum" at a Committee Meeting shall consist of at least fifty percent (50%) of the committee members present at such meeting, provided that no less than three (3) members shall form a quorum.

12.9 No Committee member or Club member shall be entitled to receive a monthly salary or remuneration for serving the club in an official or appointed capacity. Committee members or Club members may be eligible to receive reasonable compensation from time to time for special services rendered or products procured for the Club, provided that such services were recognized and or products procured approved by the Committee. Payments made to members or Committee members for any such services rendered or products procured, must remit acceptable invoices and or proof of expenses incurred on behalf of the Club. Any and all financial claims therefore submitted by Committee member or Club member as herein defined, shall therefore at all times require Committee approval, prior to any payments made therefor.

12.10 A Club Committee member having a conflict of interest or conflict of responsibility on any matter involving the Club and any business entity or person, shall refrain from voting on such a matter. No member of the Club Committee shall use his position for his own direct or indirect financial gain

13 POWERS OF THE COMMITTEE

The Club Committee shall have the following powers;

13.1. To plan, manage, administer and report on the affairs and finances of the Club. The financial year of the Club shall start on the 1st day of July each calendar year, and ends on the 30th day of June the following year.

13.2. To delegate to any members any of its powers and duties, and or to establish event committees or sub committees as it considers necessary to assist with the administration and functioning of the Club and/ or Club events. The event committee or person may without confirmation by the Club Committee, exercise or perform the delegated powers or duties in the same way and with the same effect as the Committee could itself have done. Any committee or person to whom the Committee has delegated powers or duties will be bound by the charitable terms of the Club and any terms or conditions of the delegation set by the Committee. The Committee will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Committee. It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a member of the Club.

13.3. To decide the frequency and procedure of Committee meetings and to implement Committee policies and procedures, including but not limited to the filling of any vacancies in any committees or sub-committees.

13.4. To appoint office bearers from time to time, either from their own number of committee members, or from the membership of the Club.

13.5. To co-opt, appoint and or engage the assistance of any persons or organisations to assist or advise the Club as and when required. These persons or organisations appointed at the Committees sole discretion, may or could be auditors, attorneys and/ or legal advisors, a newsletter editor, an events secretary, a librarian, a disciplinary committee, a club historian, a club photographer or any such other appointment the Committee might deem appropriate or required from time to time.

13.6. To determine the terms and conditions of employees, volunteers and any other persons rendering service to the Club.

13.7. To fix competition fees and conditions subject to SAVVA rules. The Committee shall from time to time, have the power to make, alter, amend and repeal any regulation, for carrying out any competitions, runs, trials, rallies, speed events or other activities not consistent with the objectives of the Club or for regulating their own proceedings as they may deem expedient provided that such regulations are not inconsistent with the rules of the Club or that of SAVVA. The Secretary of the Club shall at all times keep a record of such regulations.

13.8. To nominate at least one of its members to serve at least two years consecutively as the Club's SAVVA representative; i.e. to act as the Club's representative and to vote on behalf of the club at meetings of SAVVA. At the discretion of the Committee, any number of members may be nominated at any given time, to represent the Club at SAVVA meetings, but only the principal nominee shall act as conduit between the Club and SAVVA.

13.9. To collect, invest in a registered bank only and spend the funds of the club in terms of its objects. No long-term financial commitment enduring beyond the term of office of the committee may be entered into without prior approval at a General Meeting of the Club.

13.10. To open Banking, Investment and Savings Accounts in the name of the Club and to authorize at least three members of the committee or other officers of the Club, to transact thereon, provided that any transaction shall require authorization by two authorized signatures. As a general rule, the three authorized persons to manage the Club bank accounts shall consist of the Club treasurer together with any two other Club members, including committee members.

13.11. Minutes shall be recorded at every committee or general meeting of the club. The Chairman of that meeting, or the following Chairman shall sign these minutes, which shall be conclusive evidence of the business transacted at the meeting.

13.12. To settle disputes between members insofar as club matters are concerned, the Committee's decision being final.

13.13. To discipline any member where and when applicable and in accordance with the terms and conditions of this Constitution.

13.14. To decide on any Club related matter, which is not provided for in the Club constitution.

13.15. The committee will ensure compliance with all requirements of SARS relative to a recreational club like SCOCC to ensure the club's TAX-EXEMPT status. This will entail the following which could be amended from time to time by SARS:

13.15.1 To inform SARS in writing within 21 days of any changes in registered particulars e.g. Changes in Representatives, committee members, change of name, address, office bearers etc. as well as any amendments to the constitution.

13.15.2 Ensure annual INCOME TAX RETURNS are submitted to SARS by due date as announced.

1315.3 Ensure all SARS requirements are embodied in the constitution and that a signed copy of the documents is submitted to SARS whenever amendments are made.

13.15.4 The club will not be party to nor permit itself to be used as part of any transaction, operation or scheme which could result in the reduction, postponement or avoidance of any tax, duty or levy which could have become payable to SARS.

13.16. In the event of a dispute regarding the wording of the Afrikaans version of the Constitution, the English version of the constitution shall prevail.

14 GENERAL MEETINGS

14.1 An Annual General Meeting of the Club shall be held every year no later than the 31st day of December, of each calendar year and at such venue as the Committee shall determine at their sole discretion. The Committee may further give notice at any time during the calendar year, of a Special General Meeting to be held at a venue that the Committee shall determine at their sole discretion.

14.2 *Notice of Meetings*: Twenty-One (21) calendar days' notice in writing by ordinary mail or any other electronic means or by advertisement shall be given prior to the commencement date of any and all Annual and/ or Special General Meetings to be held. Accidental omission or failure to send a notice to a member shall not invalidate the proceedings at the meeting. Spouses, life partners shall not be entitled to receive separate notices or communications from the Club. Junior members not associated with adult members of the Club, will also receive notices of any meetings to be held.

14.3 *Agenda and Business:* The business, which shall be discussed at the Annual General Meeting, includes the chairman's annual report, statement of annual certified and or audited accounts, items of business, elections, and any alterations to this Constitution and or any such other business approved by the Committee for inclusion in the notice calling for the meeting. An agenda containing the business to be discussed at an Annual General Meeting shall be forwarded to all Members by not less than 21 days before the date of the Meeting. The business of the Annual General Meeting shall be restricted to the proposed resolutions in the

notice convening it. The Chairman of the Annual General Meeting may allow amendments to such resolutions if, in his opinion, they are necessary or desirable, but only in order to clarify the stated resolutions or render them more practicable. The business of the Annual General Meeting shall further include but not be limited to;

14.3.1 Elect a Chairman and committee members by ballot at all instances. The newly elected committee will at the first meeting following the AGM, allocate portfolios and tabulate their functions.

14.3.2 Transact such other business as the Committee may have received at least seven days prior to the meeting and approved for inclusion in the Notice.

14.4 *Voting*: At all Annual General or Special General Meetings each Member whose subscription has been paid, shall have one vote, which must be given personally. Voting shall be by a show of hands unless a ballot is demanded. The Chairman for the time being shall, in all cases of equal voting, have a casting vote as well as a normal vote. Only members as defined under paragraph 6 herein above and whose subscription fees are paid up to date shall be entitled to vote.

14.5 *Special General Meeting:* On a requisition in writing, signed by ten (10) Members of the Club, being given to the Secretary, or on his/ her behalf being directed to do so by the Committee or by the Chairman, a Special General Meeting shall be called. The provisions relating to notice of and proceedings at the Annual Meeting shall apply to Special General Meetings, so far as applicable. A special General Meeting will only consider business related to the reason for which it is called, as notified to members.

14.6 *Quorum*: At all Annual General or Special General Meetings of the Club, a quorum at said meetings shall be at least twenty (20) members present, and entitled to vote. Each member entitled to a vote shall have one vote. The Chairman of the meeting shall have his normal vote as well as a casting vote, which he may have in the event of a tied vote, but then only in the interest of retaining the status quo.

14.7 General Procedure

14.7.1 The Chairman of the committee shall be the Chairman at any official Club Meeting. If he is not present at the advertised time of the meeting, the members present shall appoint the vice chairman of the Club to act as chairman of the meeting. If neither the Chairman nor vice chairman of the Club is available, the members present shall elect another member in good standing as Chairman of the meeting.

14.7.2 The declaration of the Chairman as to the passing or defeat of any resolution shall be conclusive unless a recount is immediately called for.

14.7.3 Proxy votes may be exercised only in writing and signed request submitted to the Secretary prior to the commencement of the meeting. Before any voting takes place, the Chairman shall establish the voting strength of the meeting and make it known to the meeting.

15 AMENDMENT OR ALTERATIONS TO THE CONSTITUTION AND CLUB RULES

This CONSTITUTION may only be amended, altered, added to or repealed by resolution passed by two thirds of the members present and voting at an Annual General or a Special Meeting of the Club, where not less than 21 days' notice of such a meeting were given setting out the proposed amendments.

16 INDEMNIFICATION

16.1 Committee Members and any other officials of the Club shall be indemnified by the members of the Club in respect of all reasonable matters undertaken for the direct benefit of the Club and in pursuance of its objects.

16.2 The Club shall in no way be liable for, or the recovery of, damage in respect of injuries sustained by members or their passengers, whether to their person or vehicle. Any person participating in Club events of whatever nature does so at his own risk.

16.3 Members of the Committee, appointed members of the Club, or any such other person having been duly authorized by the Committee in writing to do so, may make public statements on behalf of the Club. No person, member or committee member making statements on behalf of the Club, will be held liable for making any such statements.

17 MEDIATION & ARBITRATION

Any dispute arising out of or relating to this Constitution may be referred to mediation and or arbitration, a non- binding dispute resolution process in which an independent mediator or arbitrator facilitates negotiation between parties. Either party writing to the other party and identifying the dispute that is being suggested for mediation or arbitration may initiate mediation and or arbitration. The other party will either agree to proceed with mediation/ arbitration, or agree to attend a preliminary meeting with the mediator or arbitrator to discuss whether mediation or in fact arbitration would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator and or arbitrator or will ask the Association of Arbitrators (Southern Africa) to appoint a mediator.

18 DISSOLUTION AND WINDING UP OF THE CLUB

18.1 If the Club is in liquidation, or if at any Annual General Meeting or any Special General Meeting the majority of voting club members resolve that the Club shall be wound up, a further Special General Meeting shall be called and held not earlier than thirty days after the date of the meeting at which the resolution was passed, to confirm or reject the resolution. A majority shall represent at least 80% of the members present voting for such resolution to be passed, provided that at least ten (10) members are present at said meeting.

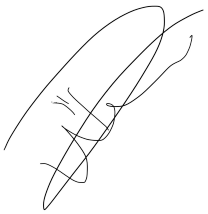
18.2 If a resolution to dissolve the Club is confirmed at the further Special General Meeting, the Club shall be wound up and the committee shall be obliged to direct the disposal and transfer of all the Clubs assets to another Club or non-profit organization having the same objectives of the Club, as defined under paragraph 4 herein above. If such club cannot be found in the Western Cape to the satisfaction of the Committee, then the guidance of the Chairman for the time being of SAVVA shall be requested for this purpose.

18.3 The transfer of any assets as defined under sub-paragraph 18.2 above, shall only be made after all the liabilities of the Club up and until the date of it having been dissolved, has been settled in full. Once all debt payments were effected, none of the assets and or funds so transferred would be recoverable from the recipient of the Club's assets.

18.4 No Committee or any other member shall benefit in any way from the dissolution of the Club or in anticipation of such dissolution.

Thus, done at General Meeting held on the 29 November 2025 and signed by the Chairman and Secretary hereunder.

W E SCRIBANTE
CHAIRMAN



R KÜHN
SECRETARY