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CONSTITUTION

of the

PARKVIEW RESIDENTS' ASSOCIATION ("PRA")

(As approved at an Annual General Meeting on 17 June 2026)

1. NAME

The name of the Association shall be PARKVIEW RESIDENTS' ASSOCIATION (PRA).

2. INCORPORATION AND OBJECTIVES

- 2.1. The PRA shall be a voluntary association with perpetual succession, constituting a body corporate, with an identity and existence distinct from its members, members of its Executive Committee or office-bearers, and shall continue to exist notwithstanding changes in the composition of its membership, Executive Committee or office-bearers.
- 2.2. The PRA shall be capable in law of suing and being sued in its corporate name and of acquiring, owning, hiring, letting, hypothecating, alienating and otherwise dealing with property of whatever description, nothing excepted, and of doing and performing such acts and things as bodies corporate may by law do and perform, subject always to the condition that the PRA shall apply its funds and income in promoting its objects and shall not at any time pay any dividends or distribute its income or property to its members, members of the Executive Committee or office-bearers, except as reasonable compensation for services rendered. Its members, the members of its Executive Committee or its office-bearers shall have no rights in its property or other assets solely by virtue of their being members, members of the Executive Committee or office-bearers.

- 2.3. The PRA may become affiliated to any appropriate association. Any affiliation, however, shall be subject to the PRA having complete autonomy in the management of the PRA's affairs. The Chairperson or a member delegated by the Executive Committee shall be the PRA's delegate to any meeting or conference of an affiliated association. The delegate shall not commit the PRA to any decision without the approval of the Executive Committee.

3. LIMITATION OF LIABILITY

The liability of members of the PRA shall be limited to the payment of subscriptions and to the settlement of their debts to the PRA, and all members shall be deemed to contract or deal with the PRA on this basis. PRA members shall not be liable for any of the obligations and liabilities of the PRA solely by virtue of their status as members.

4. AIMS AND OBJECTIVES

The principal objective of the PRA is to advance the interests and welfare of ratepayers and residents of Parkview and Greenside East and the general public in Parkview and Greenside East, and to this end it shall have such powers as are necessary to pursue its aims and objectives, which include the following:

- 4.1. to provide liaison between the ratepayers and residents of Parkview and Greenside East and the appropriate local authorities, public bodies and local businesses;
- 4.2. to ensure that the voice of public opinion is heard by the city management, whether by consultation or collaboration with the Ward's representative on the City Council or otherwise;
- 4.3. to maintain a watching brief on issues affecting, or that may affect, ratepayers and residents;
- 4.4. to foster community spirit and to support appropriate programmes or measures in the interest of the general well-being of the residents of Parkview and Greenside East;
- 4.5. to promote a cleaner, safer, more beautiful and green environment within Parkview and Greenside East and neighbouring areas;
- 4.6. to develop a family- and child-friendly environment within an integrated urban community;
- 4.7. to be non-discriminatory and, in particular, non-party political, non-racist and non-sexist, and to promote racial and gender diversity and inclusivity in the community;
- 4.8. to encourage a predominantly residential environment in keeping with the wishes of the Parkview and Greenside East community;
- 4.9. to raise funds for the purpose of achieving the objectives of the PRA;

- 4.10. to promote, preserve and maintain areas, collections or buildings of historical or cultural interest;
- 4.11. to promote environmental awareness, greening, clean-up and sustainable development projects;
- 4.12. to institute legal action and proceedings to safeguard the rights and interests of residents of Parkview and Greenside East.

5. MEMBERSHIP

- 5.1 Membership shall be open to all persons and/or ratepayers over the age of 18 (eighteen) years residing or working, or owning a property in Parkview or Greenside East.
- 5.2 Members shall be those persons in the aforementioned category who have paid their subscriptions.

6. SUBSCRIPTION AND TERMINATION OF MEMBERSHIP

- 6.1 The amount of the annual subscription of a member of the PRA, payable in advance, shall be determined by the Executive Committee.
- 6.2 Membership of a person shall terminate if the annual subscription has not been paid by the due date of any year, or a later date, as may be decided by the Executive Committee.
- 6.3 Membership may be terminated or suspended by the Executive Committee, if the latter decides that the conduct of a member is incompatible with the principles of the PRA, as set out above in its aims and objectives. A member whose membership has been terminated or suspended, shall have the right to appeal against any decision in this regard, and shall submit reasons for such an appeal, which is to be heard by a committee consisting of the Chairperson of the PRA and two other residents who are nominated for this purpose by the Executive Committee. The two other nominated residents shall be independent of the Executive Committee's decision-making process and in the event that the Chairperson had participated in the decision, a replacement shall also be nominated by the Executive Committee for the purpose of chairing the appeal process. The decision taken by such committee shall be final.

7. ANNUAL GENERAL MEETING OF THE ASSOCIATION

- 7.1 The PRA shall meet annually on a date not more than 16 (sixteen) months after the previous Annual General Meeting. The business at the Annual General Meeting shall be:

- 7.1.1 to receive the report of the Chairperson and Treasurer. The Chairperson shall report on behalf of the Executive Committee;
 - 7.1.2 to receive and consider the financial statements in respect of the most recent financial year;
 - 7.1.3 to elect the Executive Committee for the following year;
 - 7.1.4 to appoint or re-appoint auditors;
 - 7.1.5 to consider notices of motion; and
 - 7.1.6 any other business.
- 7.2 Notice of the Annual General Meeting, including the agenda, shall be given to members not less than 7 (seven) days prior to the meeting.

8. SPECIAL GENERAL MEETINGS OF THE ASSOCIATION

- 8.1 At the instruction of the Executive Committee or upon a written request by at least 15 (fifteen) members of the PRA, the Chairperson shall convene a Special General Meeting of the Association.
- 8.2 Not less than 14 (fourteen) days' notice of such meeting shall be given to members, such notice to include a statement of the purpose of such meeting.

9. ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS: QUORUM, KEEPING OF MINUTES AND ELECTRONIC COMMUNICATION

- 9.1 A quorum of an Annual General Meeting or Special General Meeting shall be no fewer than 40 (forty) members. If no quorum is present at the meeting, that meeting shall be adjourned. 7 (seven) days' notice shall thereafter be given to members of the date of the adjourned meeting, and those present at such adjourned meeting shall form a quorum.
- 9.2 Minutes shall be kept of all Annual General Meetings and Special General Meetings.
- 9.3 The PRA is authorised to conduct its Annual General Meeting and any Special General Meeting by way of electronic communication. The voting at an Annual General Meeting and any Special General Meeting may be conducted, in whole or in part, by means of an electronic voting platform which is approved by the Executive Committee, irrespective of whether the meeting itself is conducted by electronic communication.

10. VOTING

- 10.1 Only members who have paid their current subscriptions shall be entitled to vote at Annual General Meetings and Special General Meetings. Voting shall be on a show of hands, unless a ballot is demanded by the Chairperson or by not less than 10 (ten) members.
- 10.2 The Chairperson shall have a casting vote both on a show of hands and ballot when there is an equality of votes.

11. EXECUTIVE COMMITTEE

11.1. Election and Powers of Executive Committee

The Annual General Meeting of the PRA shall elect an Executive Committee of no fewer than 5 (five) members. The Executive Committee shall have the power to administer the affairs generally of the PRA and shall undertake whatever action it may consider necessary to achieve the objectives referred to in paragraph 4 above on behalf of the PRA. The Executive Committee shall have power to co-opt further voting members provided that there shall be no more co-opted members than there were elected members at the end of the last Annual General Meeting. No City Councillor shall be eligible for membership of the Committee. All retiring members of the Committee are eligible for re-election. Members of the Executive Committee may be entrusted by the Chairperson with specific tasks or portfolios.

11.2 Appointment of Office-Bearers and Employees by the Executive Committee

The Executive Committee is also empowered to appoint office-bearers and employees from outside its ranks to fulfil specific and clearly defined tasks. The appointment and conditions of employment of such office-bearers and employees are subject to approval by the Executive Committee.

11.3 Removal from Office of Members of the Executive Committee, Office-Bearers and Employees

Members of the Executive Committee, office-bearers and employees shall be removed from office as a result of conduct which is unlawful or incompatible with the principles of the PRA, following a decision taken by the Executive Committee. Such persons are entitled to appeal against a decision in this regard and shall submit reasons for such an appeal to the Chairperson. An appeal shall be heard by a committee consisting of the Chairperson of the PRA and two other residents who are nominated for this purpose by the Executive Committee. The two other nominated residents shall be independent of the Executive Committee's decision-making process and in the event that the Chairperson had participated in the decision, a

replacement shall also be nominated by the Executive Committee for the purpose of chairing the appeal process. The decision of this committee will be final.

11.4 Election of Chairperson and Treasurer and Decisions by the Executive Committee

The Chairperson and the Treasurer of the PRA shall be elected by the Executive Committee from within its ranks at its first meeting after the Annual General Meeting.

Decisions at meetings of the Executive Committee shall be made by the majority on a show of hands. The Chairperson shall have a casting vote.

11.5 Ordinary Meetings

An Ordinary Meeting of the Executive Committee shall be held not less than once a quarter.

11.6 Special Meetings of Executive Committee

Special Meetings of the Executive Committee may be convened by the Chairperson, as may be deemed necessary. Unless arranged at a meeting of the Committee, at least 7 (seven) days' notice of such Special Meeting shall be given to members of the Executive Committee. If the purpose of the Special Meeting is urgent, shorter notice may be given by the Chairperson.

11.7 Executive Committee Meetings: Quorum and Keeping of Minutes

4 (four) members attending a meeting of the Executive Committee shall constitute a quorum. If no quorum is present at the meeting, that meeting shall be adjourned. 7 (seven) days' notice shall thereafter be given to members of the Committee of the date of the adjourned meeting, and those present at such adjourned meeting shall form a quorum. If the purpose of the meeting is urgent, shorter notice may be given.

Minutes shall be kept of all Executive Committee meetings.

11.8 Forfeiture of Membership of Executive Committee

A member shall be deemed to have relinquished membership of the Executive Committee by the failure to attend 3 (three) consecutive ordinary meetings without apology, except where leave of absence had been granted in advance.

11.9 Casual Vacancies

The Executive Committee shall itself appoint members to fill vacancies on the Committee occurring between Annual General Meetings.

11.10 Subcommittees

The Executive Committee may appoint Subcommittees from time to time, and may delegate authority to such Subcommittees to perform such duties as it may think fit.

12. CONFLICTS OF INTEREST IN RESPECT OF EXECUTIVE COMMITTEE MEMBERS

- 12.1. Executive Committee members shall disclose any business or material personal interests that they have in a matter that relates to the activities of the PRA, whether it is of an ongoing nature or in respect of a particular issue that may arise. An Executive Committee member must also disclose any potential conflict of interest.
- 12.2. No conflict of interest shall be permitted to compromise the position of the Executive Committee.
- 12.3. Disclosure should be made in writing to all other Executive Committee members as soon as possible after the Executive Committee member becomes aware of such potential or actual conflict of interest.
- 12.4. Details of the disclosure must be recorded in the minutes of every meeting at which the disclosure is made.
- 12.5. An Executive Committee member who has an actual or potential conflict of interest may not be present at a meeting while the matter is being considered, nor vote on the matter unless Executive Committee members who do not have such an interest in the matter agree that the interest should not disqualify such Executive Committee member from being present while the matter is being considered, or from speaking at such meeting or from voting on the matter or from any of these.
- 12.6. The interest of an Executive Committee member for the purpose of this clause shall include the interest of any family member of the Executive Committee member and the interest of any employer or business associate of the Executive Committee member.
- 12.7. This clause shall apply to any office-bearers, members of subcommittees and employees, *as the case may be*, except that permission for presence at meetings of the Executive Committee or addressing such meetings must be sought from the Executive Committee and disclosure must be made to the Chairperson.

13. CODE OF CONDUCT FOR EXECUTIVE COMMITTEE MEMBERS

- 13.1. The Executive Committee members are appointed to represent the interests of the Parkview and Greenside East community.
- 13.2. In fulfilling this role, Executive Committee members must be accountable to the community and report back to the community.
- 13.3. Executive Committee members must perform the functions of office in good faith, honestly and in a transparent manner.

- 13.4. Executive Committee members must, at all times, act in the best interests of the community. Executive Committee members shall endeavour to act in such a way that the reputation, credibility and integrity of the PRA are not compromised.
- 13.5. Executive Committee members may not use their position, or information, whether confidential or not, obtained as an Executive Committee member, for private gain or to benefit another person improperly.
- 13.6. Except for reasonable compensation for services rendered to the PRA, Executive Committee members may not request, solicit or accept any benefit, reward, gift or favour for their activity as Executive Committee members and in particular in respect of:
 - 13.6.1. voting or not voting in a particular manner on any matter dealt with by the PRA;
 - 13.6.2. persuading or attempting to persuade Executive Committee members in regard to the exercise of any function or duty;
 - 13.6.3. making any representation to the Council or any Committee of the Council or any organ of state or any state-owned company or any person providing services in Parkview or Greenside East.
- 13.7. Executive Committee members shall keep all private or confidential information acquired in the course of duties private or confidential. Such information can be disclosed to other Executive Committee members, or as may be necessary in the circumstances, to third parties.
- 13.8. This clause shall also apply to all members of subcommittees and any office-bearers and employees.

14. INDEMNITY

- 14.1. Subject to the provisions of any relevant statute, members, members of the Executive Committee, office-bearers and employees shall not be held liable by the PRA for acts reasonably done by them in good faith on its behalf and shall be indemnified by the PRA in this regard. It shall be the duty of the PRA to pay all costs and expenses that such persons incur or become liable for as a result of any contract entered into, or act done in the discharge, in good faith, of their duties on behalf of the PRA. Members, members of the Executive Committee, office-bearers or employees shall not become liable for any of the obligations or liabilities of the PRA solely by virtue of their position in the PRA.

- 14.2. Subject to the provisions of any relevant statute, no member, member of the Executive Committee, other office-bearer of the PRA or employee shall be liable for the acts or omissions of any other member, member of the Executive Committee, or office-bearer or employee, or for any resulting loss, damage or expense suffered by the PRA, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care and diligence required by law.

15. STATEMENTS AND PROJECTS

Statements to members of the press or to any third party in respect of the business and affairs of the PRA may only be made by a duly authorised member of the Executive Committee. No other resident or ratepayer, whether or not a member of the PRA, shall have power or authority to represent or bind the PRA in any way whatsoever or to undertake any project on its behalf.

16. RECORD OF MEMBERSHIP

A register of members of the PRA shall be compiled before the Annual General Meeting each year.

17. FINANCE

- 17.1 All funds of the PRA shall be deposited in an account at a commercial bank which is approved by the Executive Committee.
- 17.2 The PRA may accept donations, except for donations which may be withdrawn by the donor for reasons other than the PRA failing to meet the purposes and conditions of the donation, or donations which will allow the donor (or a connected person) to receive a direct or indirect benefit from the donation. (A "connected person" is as defined in Section 1 of the Income Tax Act, No. 58 of 1962.)
- 17.3 Payments by the PRA shall only be made for the purpose of supporting its aims and objectives and shall be conducted through the approved bank account. Authorisation for payment from the bank account shall be signed by any 2 (two) of 3 (three) persons authorised to do so from time to time by the Executive Committee in meeting. Surplus funds may be invested in low-risk interest-bearing investments held at a registered financial institution, as may be approved by the Executive Committee from time to time.
- 17.4 A record of all payments shall be submitted to the Executive Committee at its regular meetings. All books of account must be audited annually for the year ending 31 December, which is the end of the PRA's financial year.

18. AMENDMENT OF CONSTITUTION

This Constitution shall be unalterable save by resolution carried by the vote of a majority of the members attending an Annual General Meeting or a Special General Meeting called for that purpose. Any proposed amendment of the Constitution must be in the hands of the Chairperson at least 14 (fourteen) days before the meeting and it must be distributed to members at least 7 (seven) days before the meeting with the notice of the meeting.

19. DISSOLUTION

Upon a resolution carried by the vote of two-thirds of the members entitled to vote, attending an Annual General or Special General Meeting called for that purpose, the Association may be dissolved and its assets disposed of as the majority at such Annual General or Special General Meeting may decide, provided that any assets remaining after all liabilities have been met, shall be transferred to another non-profit organisation which has similar objectives.
