**CONSTITUTION OF**

**[NAME OF ASSOCIATION]**

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1. **DEFINITIONS**

In this Constitution, unless a contrary intention clearly appears, the following terms shall have the meaning assigned to them hereunder, namely:

"AGM" Annual General Meeting.

“Association” the organisation or movement in the form of a voluntary association established in terms of this Constitution.

“Candidate(s)” a ward or PR candidate contesting for municipal elections as per section 1 of the Local Government: Municipal Electoral Act 27 of 2000.

“Companies Act” the Companies Act 71 of 2008.

“Constitution” this Constitution of the Association, plus any amendment or addendum thereto.

“Individual Member” a Member of the Association who is a natural person.

“Management Committee” the management committee of the Association as per clause 7 below.

“Member(s)” the Individual Members and Organisational Members of the Association.

“Municipality” refers to the [**●**] Municipality.

“Organisational Member” a Member of the Association which is a company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons.

"PR" proportional representation.

"Registered" registered on the voters roll in the municipal elections in the Republic of South Africa.

“Special Majority Vote” means a vote passed by at least 75% of all of the parties entitled to vote and who exercise their vote with respect to a particular matter.

1. **LEGAL STATUS**
   1. The Association is a voluntary association with its own separate legal identity, having perpetual succession and which is capable of, amongst other things, owning property, entering into contracts, and suing or being sued in its own name.
   2. The name of the Association is: [●].
   3. The Association is comprised of Members who conduct themselves democratically in accordance with this Constitution and in pursuit of the Vision and Objectives set out in clauses 3 and 4. This Constitution shall be adopted by the Members at the inaugural meeting of the Association as contemplated in clause 7.2.1.
   4. The Association's area of jurisdiction shall be the boundaries of the Municipality.
2. **VISION** 
   1. Our vision is… [●].
3. **OBJECTIVES**
   1. The Association is a public organisation in the form of a voluntary association established for the following objectives:
      1. [●].
      2. [●].
      3. [●].
4. **POWERS OF THE ASSOCIATION**
   1. The Association shall have all the following powers:
      1. to raise funds or to invite and receive contributions;
      2. to make regulations or guidelines for proper management, including procedure for application, approval or termination of membership;
      3. to establish grounds for disciplinary proceedings against Members of the Association and to take disciplinary steps;
      4. to establish relationships with those organisations sharing similar ideas, aims and objectives with this organisation;
      5. lease, purchase or otherwise acquire, let, sell, exchange or alienate, mortgage, burden with a servitude or confer any real right in immovable property;
      6. hire, purchase or acquire, hire out, sell, exchange or alienate, pledge or confer any other real right in movable property;
      7. negotiate or co-operate with any government, provincial administration or local government, or any other board or person, in the Republic of South Africa or elsewhere, with regard to any matter which is directly or indirectly aimed at the achievement of the objects of the Association;
      8. open and administer offices which may be necessary or advisable for the effective and proper exercise of the Association's powers and the carrying out of its duties;
      9. acquire insurance cover-
         1. for itself against any loss, damage, risk or liability which it may suffer or incur; and
         2. for the Association's employees in respect of bodily injury, disablement or death resulting solely and directly from an accident occurring when performing their duties as employees;
      10. open and conduct banking accounts at a bank as defined in the Banks Act 94 of 1990 or a reputable foreign bank registered in terms of the banking legislation of the relevant foreign country;
      11. draw up, make, publish and sell or make available free of charge books, guides, maps, publications, photographs, films, videos and similar matter intended to inform persons in the Republic of South Africa or elsewhere, of the activities of the Association;
      12. gather, evaluate and process information relating to the Association's objectives and sell or otherwise make such information available;
      13. employ and terminate the employment of persons;
      14. establish, manage and administer any pension or provident fund or medical scheme for the benefit of Association's employees, or have such fund or scheme administered by another person or body; and
      15. any other powers as may be reasonably necessary for the Association to carry out its stated objectives effectively.
5. **MEMBERSHIP**
   1. Membership will be voluntary and open to the public, subject to the basic eligibility criteria set out in clause 6.4.
   2. There is no fee payable for membership and Members will not be remunerated for joining the Association.
   3. Members are responsible for electing the members of the Management Committee in accordance with clause 7.2, and Members will be expected to attend at least one AGM or general meeting annually for this purpose as contemplated in clause 8.
   4. Members shall be required to meet the following eligibility criteria:
      1. in respect of Individual Members, the individual concerned must be Registered and must be ordinarily resident in the Municipality;
      2. in respect of Organisational Members, the entity concerned must conduct all or a portion of its operations within the area of jurisdiction of the Municipality.
6. **MANAGEMENT COMMITTEE**
   1. **Powers**
      1. The affairs and day to day operations of the Association shall be managed by the Management Committee. Subject to the terms of this Constitution, the Management Committee may exercise all the powers of the Association, including, without limitation to:
         1. suspend or terminate the membership of any Member in the event that the Member fails or meet or continue to meet the eligibility criteria as set out in clause 6.4;
         2. invite residents of the Municipality who are Registered to nominate individuals to be Candidates in terms of clause 9;
         3. facilitate and enforce disciplinary procedures in respect of Candidates in accordance with clause 9.3; and
         4. act as an intermediary between Candidates and the wider community of the Municipality.
   2. **Election**
      1. At the inaugural meeting of the Association, the members of the first Management Committee shall be elected by majority vote of the Members present at such meeting.
      2. The members of the Management Committee from time to time shall be elected by majority vote of the Members present at an AGM of the Association as contemplated in clause 8.
      3. Management Committee members shall serve in the Management Committee for a period of one (1) year from their date of election, subject to the right to be re-elected at the end of their one-year term. Resigning Management Committee members (including members whose term has expired) shall be eligible for re-election or co-option.
      4. Management Committee members must be Members of the Association.
   3. **Composition**
      1. The Management Committee shall comprise at least [5] but not more than [7] members. The membership of the Management Committee shall vote amongst themselves regarding which Management Committee member will become:
         1. the Chairperson;
         2. the Vice-Chairperson;
         3. the Treasurer;
         4. the Secretary; and
         5. at least one (1) person.
   4. **Management Committee Member Vacating Office**
      1. The office of a Management Committee member shall be vacated if a member:
         1. resigns;
         2. becomes unfit and/or incapable of acting as such;
         3. 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; or
         4. is removed by the Management Committee, by resolution adopted by a Special Majority Vote of its members.
      2. Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted by Special Majority Vote of its members, may (and if the vacancy reduces the number of members to less than five (5), must) co-opt a Member/s to fill the vacancy/ies. The office of any person so co-opted as member of the Management Committee shall lapse unless confirmed Members at the next AGM in terms of clause 7.2.2.
   5. **Procedure at Management Committee Meetings**
      1. The Management Committee shall conduct its meetings and regulate its proceedings as it finds convenient, whether in person or virtually, provided that the Chairperson, or in his or her absence, the Vice-Chairperson, shall chair all meetings of the Management Committee which he or she attends. In the absence of the Chairperson and the Vice-Chairperson, the remaining members of the Management Committee shall elect a chairperson from those attending.
      2. The Chairperson shall convene a meeting of the Management Committee at least [quarterly] and/or at the written request of any two (2) members of the Management Committee.
      3. The quorum necessary for the transaction of any business by the Management Committee at a meeting shall be [a majority] of the Management Committee members serving at any given time.
      4. At meetings of the Management Committee each member shall have one (1) vote.
      5. Matters arising shall be decided by a majority of votes of the members of the Management Committee present at the meeting. Should there be an equality of votes the Chairperson shall have a casting or second vote.
      6. Proper minutes shall be kept of the proceedings of the Management Committee, and a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Management Committee, and on two (2) days’ notice to the Secretary or his or her deputy, by any member of the Association.
      7. A resolution signed by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.
      8. The Management Committee may appoint a Chief Executive and other officers and employees as it may consider necessary upon such terms and conditions as it may consider appropriate.
7. **GENERAL VOTING AND MEETING RULES OF THE ASSOCIATION**
   1. **Annual General Meetings**
      1. In addition to any other meetings of the Association that may be convened from time to time, the Association shall convene an AGM of its Members once in each calendar year, but no more than fifteen (15) months after the date of the previous AGM, provided that any AGM shall be capable of being held virtually.
      2. AGMs shall be convened by the Chairperson on not less than twenty-one (21) days prior written notice to all Members. This notice shall state the date, time and venue or online platform of the AGM and in broad terms the business to be transacted at the meeting.
      3. The business of each AGM shall include:
         1. the presentation and adoption of the annual report of the Association;
         2. the consideration of the annual financial statements to the extent applicable;
         3. the election of members to serve on the Management Committee for the following year;
         4. the appointment of auditors to the extent required;
         5. any other matters as may be considered appropriate by the Management Committee.
   2. **Other Meetings**
      1. General meetings of the Association shall be convened at any time by the Chairperson or at the written request of:
         1. the Management Committee;
         2. a minimum of one quarter (1/4) of the Members of the Association.
      2. Any meeting other than the AGM shall be convened on not less than fourteen (14) days written notice to all Members. The notice shall state the date, time and venue of the meeting and in broad terms the business to be transacted at the meeting, provided that, should the Chairperson, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting.
   3. **Quorum**
      1. A quorum constituting a meeting of the Association shall be [ten (10) percent] of the Members. **[Note: Adjust this percentage figure depending on the size of the Association - the smaller the number of members, the higher the percentage. So, for example, if there are only 100 Members, the quorum percentage should probably be 20%.]**
      2. Should any meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened meeting, the members then present shall be deemed to constitute a quorum.
   4. **Resolutions and Voting**
      1. At meetings of the Association, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if recommended by the Chairperson or not less than one third (1/3) of the persons voting in person. The result of the vote shall be the resolution of the meeting.
      2. Each Member present or represented at such meeting shall be entitled to one (1) vote. **[Note: To be adjusted in the event that Members should be able to vote by proxy, in which case there should be a proxy form which must be submitted by the Member to the Manco.]**
      3. Matters arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
   5. **Minutes**

Proper minutes shall be kept of the proceedings of all meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days' notice to the Secretary or his or her deputy.

* 1. **Meeting Notices**
     1. Notice of all meetings provided for in this Constitution shall be delivered personally through letters, or sent by electronic communication, to the last address notified by each person concerned to the Association, or in any other manner as the Management Committee may decide from time to time.
     2. The accidental omission to give notice of any meeting to not more than [20% (twenty percent)] of the Members of the Association, shall not invalidate the proceedings of any meeting.
     3. If posted, notices shall be deemed to have been received seven (7) days after posting.

1. **INDEPENDENT CANDIDATES**
   1. **Nomination of independent Candidates**
      1. All residents of the Municipality who are Registered should be invited by the Management Committee to nominate individuals to be elected as Candidates in the Municipality. In order to be eligible to be elected as a Candidate, nominated individuals must:
         1. be ordinarily resident in the Municipality.
         2. be Registered.
         3. be endorsed by a minimum of 50 residents in the Municipality who are Registered. These residents will need to provide a signature, identity number, phone number and valid email address in support of their endorsement.
         4. not have been convicted of any offence and sentenced to more than twelve (12) months imprisonment without the option of a fine.
         5. not have been declared insolvent or be subject to any voluntary or compulsory sequestration proceedings.
         6. not have been declared to be of unsound mind or as a prodigal by a court of South Africa.
      2. A nominated individual’s application must also include:
         1. reasons why the nominated individual should be elected as the Candidate;
         2. set out the nominated individuals campaign plan and budget;
         3. detail existing and past community work that the nominated individual has done; and
         4. a curriculum vitae of the nominated individual or similar information.
   2. **Process following nomination**
      1. Ward Candidates
         1. Where there is only one qualifying application (being an application that meets the requirements set out in clause 9.1) per ward, the relevant nominee will be elected as the Candidate to represent that ward.
         2. Where there is more than one qualifying application per ward, a community meeting of residents of the Municipality who are Registered must be arranged in the ward. The Management Committee shall facilitate a presentation and debate between the relevant nominated individuals, following which the community members shall vote for their preferred nominee to be elected as the Candidate to represent the ward.
      2. Proportional Representation (PR) Candidates
         1. When compiling the PR list to be submitted to the electoral commission, the Candidate nominated to contest as the mayoral candidate should be placed at the top of the PR list.
         2. The next slots on the PR list should be taken by the respective ward Candidates. The ranking of these ward Candidates on the PR list will be determined in accordance with the number of votes received by the ward Candidates on the day of the election.
         3. Lastly, additional PR Candidates shall be added to the PR list and shall be ranked by means of a vote at a public meeting of the residents of the Municipality, which public meeting shall be facilitated by the Management Committee. Additional PR Candidates shall be ranked in accordance with the number of votes received at the public meeting.
      3. Mayoral Candidate
         1. The Management Committee shall invite nominations for the mayoral candidate in terms of the provisions of clause 9.1, *mutatis mutandis*.
         2. All nominations for the mayoral candidate must meet the requirements set out in clause 9.1.1, save that mayoral candidates should have at least 100 endorsements for the purpose of clause 9.1.1.3.
         3. A full public meeting of the Association should be convened in order to allow residents of the Municipality who are Registered to vote for their preferred mayoral candidate.
         4. If there is only one mayoral candidate, he/she should present to the meeting and be formally elected as the Association’s mayoral candidate.
         5. If there is more than one mayoral candidate, residents of the Municipality who are Registered and present at such meeting will elect the preferred Mayoral candidate by majority vote.
   3. **Discipline of Candidates**
      1. In the event that an application or notice expressing dissatisfaction with an elected Candidate (including a ward Candidate, PR Candidate or mayoral candidate) and that is supported by at least one hundred (100) signatures of residents of the Municipality who are Registered, is submitted to the Management Committee, the Management Committee shall be obliged to investigate the matter further. Pending the results of the investigation, the Management Committee shall be entitled, acting reasonably, to discipline the Candidate as it deems fit.
      2. In the event that the Management Committee determines that the relevant Candidate is guilty of misconduct following its investigation, or alternatively, notwithstanding the provisions of clause 9.3.1, in the event that the Management Committee determines that a Candidate has breached the Disciplinary Code set out in Schedule 1 to the Local Government: Municipal Systems Act, 2000:
         1. in the event of this being a ward Candidate, such Candidate shall be ejected from the Association and will trigger a by-election.
         2. in the event of this being a PR Candidate, subject to the necessary vetting and circumstances, the next candidate on the PR list will take up the position of the ejected Candidate.
2. **FINANCIAL MANAGEMENT**
   1. **Bank Account**

The Management Committee shall open a bank account in the name of the Association with a registered bank or building society. The Management Committee shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt.

* 1. **Signatures**

All cheques, promissory notes and other documents requiring signature on behalf of the Association shall be signed by two (2) of the Management Committee members.

* 1. **Financial Year End**

The Association’s financial year end shall be [●].

* 1. **Financial Records**

The Management Committee shall ensure that the Association keeps proper records and books of account which fairly reflect the affairs of the Association.

* 1. **Annual Narrative Report and Financial Statements**
     1. The Management Committee shall ensure that the Association prepares an annual narrative report describing the Association’s activities and an annual financial statement for each financial year. The annual financial statements shall conform with generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.
     2. Within two (2) months after drawing up the annual financial statements, the Management Committee shall ensure that:
        1. the Association arranges for an accounting officer to certify that the annual financial statements are consistent with the financial records of the Association and that its accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements; or
        2. the books of account and financial statements are audited and certified in the customary manner by an independent practising-chartered accountant.
     3. A copy of the annual financial statements and annual narrative report shall be made available to all members as soon as possible after the close of the financial year.

1. **INCOME AND EXPENSES**
   1. The income and property of the Association shall be used solely for the promotion of its stated objectives. The Members and the office-bearers shall have no rights to the property or other assets of the Association solely by virtue of them being Members or office-bearers. No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Association or Management Committee, except as:
      1. salary or wages to any person employed by the Association;
      2. reasonable compensation for services actually rendered to the Association;
      3. reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.
   2. Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst Members, but shall be transferred by donation to some other non-profit organisation which the Management Committee considers appropriate and which has objectives the same or similar to the objectives of the Association. **[Note: This clause and other clauses will need to be amended if the Association has public benefit organisation (PBO) status.]**
2. **DISPUTE RESOLUTION**
   1. In the event of a serious disagreement between the members of the Management Committee and/or the Association regarding the interpretation of this Constitution then any two (2) Management Committee members or any five (5) Members of, the Association shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Management Committee.
   2. The Management Committee shall consider such declaration within two (2) weeks of receiving it. Should the Management Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
   3. Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Management Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.
   4. In the absence of agreement regarding a mediator or should mediation not resolve the dispute within one (1) month of the dispute being declared or within such further time as may be agreed, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Management Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding. In the case of any dispute involving a matter of law, the arbitrator(s) must be an advocate or attorney of at least ten (10) years' experience.
   5. The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
   6. The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
   7. The person(s) declaring the dispute and the Management Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
   8. The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.
3. **INTERPRETATION PROVISIONS**
   1. Any provision in this Constitution which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Constitution shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as though it had not been written and severed from the balance of this Constitution, without invalidating the remaining provisions of this Constitution or affecting the validity or enforceability of such provision in any other jurisdiction.
   2. The clause headings in this Constitution have been inserted for convenience only and will not be taken into consideration in its interpretation.
   3. In this Constitution, unless a contrary intention clearly appears:
      1. words importing any one gender include the other two genders;
      2. words importing the singular include the plural and vice versa; and
      3. reference to natural persons include juristic persons (which includes trusts) and vice versa (unless expressly stated to the contrary).
   4. When any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day.
   5. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
4. **NOTICES**
   1. Notwithstanding any provision to the contrary in this Constitution, if the Association opens a website, then notices published on its website from anybody of the Association shall be deemed to have been given to all of the applicable Members, on the date of publication, for all purposes under this Constitution and there shall be no need to send emailed or other written notifications to any Members in addition thereto.
   2. When a Member subscribes for membership it shall be a requirement to provide an email address and physical address for that Member. Any notice that is delivered to such email address or physical address shall be deemed to be delivered, in the case of email, on the date of dispatch and in the case of the physical address, on the date of delivery by hand. Notices sent by registered post to a physical or postal address shall be deemed to be received on the 7th calendar day after posting. Members may amend their email and/or physical address on written notice to their Management Committee, save that they must at all times retain an email address and physical address in South Africa and changes which would cause this not to be the case will be void.
   3. A notice which is actually received by a Member, even though it is not delivered in the manner contemplated in this clause 14, will be deemed to have been received.
   4. Emails and hand delivery shall be deemed to be delivered, in the case of email, on the date of dispatch and in the case of the physical address, on the date of delivery by hand. The Member in question may amend these details from time to time in relation on notice to the Management Committee.
   5. The addresses in clauses 14.2 shall be the address nominated by a Member for all purposes under this Constitution or any legal proceedings in relation thereto.
5. **INDEMNITY**
   1. Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers and employees shall be indemnified by the Association for all acts done by them in good faith on its behalf. It shall be the duty of the Association to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the Association.
   2. Subject to the provisions of any relevant statute, no member of the Management Committee and or other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.
6. **ACCESS TO RECORDS AND CONFIDENTIALITY**
   1. Members of the Management Committee shall have the right to have access to all of the records, documents and information of the Association.
   2. Other Members shall only have rights off access to records, documents and information at the sole discretion of the Management Committee.
   3. Members are obliged to keep all records, documents or information of the Association that come into their possession, for whatever reason, confidential and may not disclose them to any person or make use of them for any reason except where required:
      1. to perform their duties in relation to the Association; or
      2. where required by law; or
      3. where records, documents or information are in the public domain or accessible to the general public through publicly accessible sources.
   4. This clause 16 shall continue to apply to a Members for three years after his/her membership ceases.
7. **AMENDMENTS TO THE CONSTITUTION**
   1. The terms of this Constitution may be amended by a Special Majority Vote of the Management Committee and by the Members at an AGM or general meeting.
   2. The name of the Association may be changed and the Association may be dissolved by a Special Majority Vote of the Members present at an AGM or general meeting, provided that proper notice of the meeting 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.
8. **DISSOLUTION OF ASSOCIATION**
   1. The Association shall be dissolved in the following circumstances:
      1. if for any reason the Association is unable to function and there are no reasonable prospects of it being able to do so in the near future, or
      2. if the Members and Management Committee resolve to dissolve the Association by Special Majority Vote.
   2. If the Association is to be dissolved, then it shall be done as follows:
      1. The Management Committee shall appoint a liquidator to wind up the affairs of the Association. The liquidator shall have all the powers necessary for the discharge of his/her duties and may make any decision in this respect on behalf of the Association including but not limited to the sale of assets, investment of proceeds, hiring of attorneys and other service providers, compromise and settlement with creditors, payment and receipt of monies, taking delivery of, and delivering or transferring, property or assets and the like.

**APPROVED AT THE INAUGURAL MEETING OF THE ASSOCIATION ON [●] DAY OF [●] OF 2021 AT [●].**