

CONSTITUTION OF THE KORSMAN CONSERVANCY

1 Name

The Conservancy is called Korsman Conservancy, hereinafter referred to as the “organisation”.

Definitions:

- 1.1 “Sanctuary” is also known as the “Korsman Bird Sanctuary”.
- 1.2 “Conservancy” is the defined area in clause 4 of this document.

2 Objectives

The objectives of the organisation are:

- 2.1 To restore, manage and maintain the natural beauty of Korsman Bird Sanctuary according to sound conservation principles.
- 2.2 To cultivate interest and participation by property owners within the Conservancy area to create an indigenous environment that promotes birdlife, wildlife and recreation.
- 2.3 To establish a sustainable solution for the long term upkeep and control of the Conservancy.
- 2.4 To promote environmental conservation and education.
- 2.5 To raise funds for achieving its objectives.
- 2.6 To assist in improving general security in the area.

3 Membership and Fees

- 3.1 Membership shall be open to any persons who support the Objectives of the Conservancy.
- 3.2 The membership of the Organisation shall consist of:
 - 3.2.1 Full (Participating) Member: Any individual or household who pays the Full membership fee. The membership shall have a single vote.
 - 3.2.2 Observing (Non-voting) Member: Any individual who pays the Observing membership fee.
 - 3.2.3 Junior Member: Any person under 21 years of age who pays the Junior Membership fee.
 - 3.2.4 Corporate members who pay the Corporate membership fee.
 - 3.2.5 Honorary members: Any individual who renders exceptional service to the Conservancy, at the discretion of Management.
- 3.3 Annual membership fees for 2018 are:
 - 3.3.1 Full (Participating) members: R1000
 - 3.3.2 Observing members: R200
 - 3.3.3 Junior members: R100
 - 3.3.4 Honorary members: No fee
 - 3.3.5 Corporate members: As determined by management on application
- 3.4 Members shall pay the membership fees as determined by the annual general meeting by no later than 60 days after the start of the financial year.

3.5 Applications for membership shall be by means of written applications.

3.6 Membership may be terminated for improper conduct within the Conservancy, as determined by the management, or for non-payment of membership fees.

4 Defined Area

The defined area of the Organisation includes:

4.1 The Sanctuary

4.2 Aubrey Ritz Park

4.3 The area bordered by Stymie Road, Edward Street, Willow Terrace, Aloe St and Sunnyside roads as indicated on the attached map.



5 Juristic person

The organisation is a juristic person and has the full capacity to perform all juristic acts necessary for the attainment of its objectives which include, without detracting from the generality of the foregoing, to open and operate one or more bank accounts and invest funds; employ or dismiss persons; etc.

6 Financial

- 6.1 The financial year of the organisation runs from the first of March of each year until the 28th of February of each subsequent year.
- 6.2 All financial transactions of the organisation are recorded by the treasurer or in his absence or inability to act, the secretary.
- 6.3 Each year, after conclusion of the financial year, the treasurer or secretary, as the case may be, presents a financial report to the annual general meeting.
- 6.4 The chairperson and treasurer or secretary shall sign the report referred to in Clause 6.3.
- 6.5 Every paid-up Full (Participating) member is entitled to have insight into the financial records of the organisation.

7 Annual meeting

- 7.1 The annual general meeting is convened by the management within 90 days after the end of the financial year of the organisation, i.e., 90 days after the 28th of February.
- 7.2 Notice of the annual general meeting is given by electronic means or in writing, to the address on the membership list, to each paid up member not less than 21 days prior to the intended meeting.
- 7.3 A quorum will exist at an annual general meeting if 25% of the paid-up Full (Participating) members are present in person or are represented by another person in terms of a written proxy. If a quorum is not present at an annual general meeting, the meeting shall be reconvened on notice of not less than 7 days. At the subsequent meeting so convened the members present shall constitute a quorum.
- 7.4 The following matters shall be dealt with by the annual general meeting-
 - 7.4.1 A report by the chairperson concerning the year's activities;
 - 7.4.2 The financial report;
 - 7.4.3 The election of the management for the following year;
 - 7.4.4 The determination of membership fees;
 - 7.4.5 Any other matter placed on the agenda by any paid up member 2 days before the meeting with the secretary;
- 7.5 Only members, whose membership fees have been paid at the time of the annual general meeting, or their authorised representatives, shall be entitled to speak at the annual general meeting.
- 7.6 Only Full (Participating) Members whose membership fees have been paid at the time of the annual general meeting or their authorised representatives shall be entitled to cast a vote during the meeting.

8 Special general meetings

- 8.1 A special general meeting may be called at any time by the management in the same way as an annual general meeting is convened, except that the period of notice may be reduced to 14 days.
- 8.2 A special general meeting must be convened by management if:-
 - 8.2.1 20% of paid-up Full (Participating) members request such a general meeting; or
 - 8.2.2 The Gauteng Conservancy/Stewardship Association, or an appointed representative, requests such a general meeting.
- 8.3 The request is in writing and contains the signatures of the members or party requesting the meeting; and
- 8.4 The request reaches the management not less than 30 days before the proposed date

of the special general meeting.

- 8.5 The notice of the special general meeting shall clearly set out the matters in relation to which the special general meeting is requested.
- 8.6 Only those matters placed on the notice shall be discussed at the special general meeting and no other matters.
- 8.7 Notice of a special general meeting is given by electronic mail to the address of members as it appears in the records of the organisation.
- 8.8 A quorum will exist at a special general meeting if 25% of the paid-up Full (Participating) members are present in person or are represented by another person in terms of a written proxy.
- 8.9 Only members whose membership fees have been paid at the time of the special general meeting, or their authorised representatives, shall be entitled to speak at the meeting. Only Full (Participating) members whose membership fees have been paid at the time of the special general meeting or their authorised representatives shall be entitled to cast a vote during the meeting.

9 Management

- 9.1 The management of the organisation is elected annually from the Full (Participating) membership at the annual general meeting, and comprises the following officers:
 - 9.1.1 Chairperson;
 - 9.1.2 Deputy Chairperson;
 - 9.1.3 Secretary;
 - 9.1.4 Treasurer;
- 9.2 Management may appoint assistant members or committees as required. An appointed assistant management member or committee shall attend management meetings when required for the duration of his/her appointment, but shall not be entitled to vote.
- 9.3 Management holds their office from the date of appointment, until their successor is appointed by the next annual general meeting.
- 9.4 Should any management member resign or become unable to discharge his/her duties for any reason prior to the next annual general meeting the management may appoint a successor. Such a nominated management member shall be deemed to be appointed by the annual general meeting and his term of office shall expire when the term of office of the management expires.
- 9.5 The organisation's management shall control committees and assistant members' tasks.
- 9.6 Assistant members and committees may be re-appointed after their term of office expires.
- 9.7 Committee members and assistant members are also subject to matters referred to in 9.3 and 9.4.
- 9.8 The management or any management members or committee or assistant member may be discharged by any general meeting prior to the expiry of his/her term of office.

10 Management meetings

- 10.1 A representative nominated by the Gauteng Conservancy/Stewardship Association shall be entitled to attend management meetings and to address it, but shall not be entitled to vote.

10.2 The management meets:

10.2.1 At least 4 times a year at a time and place as determined by the chairperson.

10.2.2 The secretary notifies an appointed representative of the Gauteng Conservancy/Stewardship Association of the meeting at least 7 days prior to the meeting.

11 Minutes

11.1 The secretary keeps minutes of each management meeting as well as of each general meeting.

11.2 Minutes must be confirmed and signed by both the chairperson and the secretary. A copy of the minutes of each annual general meeting and a copy of the financial report as well as a list of elected management members are to be submitted to the Gauteng Conservancy/Stewardship Association, or an appointed representative, within 30 days after each annual general meeting.

11.3 Every paid-up member is entitled to have insight into the minutes of the management meetings as well as the minutes of general meetings.

12 Constitution

12.1 A copy of the constitution and the names of the members of the management, are submitted to the Gauteng Conservancy/Stewardship Association, or an appointed representative.

12.2 Changes to the constitution may only take place:

12.2.1 At an annual general meeting or at a special general meeting convened specifically for this purpose; and

12.2.2 At which a quorum is present; and

12.2.3 In relation to which at least two thirds majority of voting members, present in person or proxy, approves the changes and

12.2.4 Full particulars of the proposed changes were given to members in the notice of the annual general meeting.

12.2.5 The changes to the constitution are in line with government policy, and therefore need to be approved by the Gauteng Conservancy/Stewardship Association, or an appointed representative.

13 Powers of Management

13.1 Management has the power and capacity to perform all acts required to give effect to this constitution and the attainment of the objectives of the organisation.

13.2 Management may delegate any of its powers to any management member or to any other member of the organisation, but management remains responsible to the organisation for the execution thereof.

13.3 Management members perform their duties without any remuneration, subject thereto that any management member who incurs expenses in the execution of his/her duties with the prior written consent of the management, approved by any other member of management, shall be reimbursed by the organisation, and

13.4 At a general meeting may award an honorarium to any management member.

14 Conservancy Rules

Owners in, and Members of, the Conservancy enjoy a unique lifestyle in an environmentally rich area, with the Sanctuary forming the focal point. Members commit themselves to support the aims and objectives of the Organisation.

14.1 Access to Sanctuary

14.1.1 Public access to the Sanctuary will be restricted as determined by Management.

Gates into the Sanctuary and to the bird hides (where applicable) will be locked.

14.1.2 Only groups and individuals with special permission from Management and under supervision of a person approved by Management will be allowed into the Sanctuary. Groups shall generally be limited to 20 persons at a time. No pets will be allowed into the Sanctuary.

14.1.3 No activities are permitted in the Sanctuary if they may cause any unreasonable nuisance to other people or the fauna.

14.1.4 No smoking, no fires and no littering are permitted within the Sanctuary.

14.2 Fauna and Flora

14.2.1 The natural fauna and flora of the Sanctuary are to be respected and must not be disturbed or damaged. While the wishes of the residents on The Drive and within the Conservancy must be respected, they must not in any way jeopardise the biodiversity of fauna and flora of the Sanctuary.

14.2.2 The eventual replacement of exotics with indigenous trees will be done in a phased-in approach, so as not to destroy bird habitat used for nesting, roosting and feeding. Only plants and trees indigenous to the area will eventually be allowed inside the Sanctuary and on the municipal owned area between the Sanctuary's fence and the owner's boundary.

14.2.3 Changes to the Environmental Management Plan drawn up by management and Ekurhuleni Metropolitan Municipality will be made with the approval of the relevant persons/department in the Ekurhuleni Metro Municipality.

14.3 Members who reside within the Conservancy

14.3.1 Commit themselves to clean, maintain and supervise the area directly in front of their properties.

14.3.2 Are encouraged to use indigenous plants in their gardens to attract and support bird life.

14.4 Greater Community

14.4.1 Participation of the wider Ekurhuleni population will be encouraged and an open approach to attract visitors will be followed.

14.4.2 Pets must not be allowed to harass people or the wildlife.

14.4.3 Advertising will be subject to approval by management, and will be discreet in size and placement to fit in with the natural beauty of the Sanctuary.

15 Dissolution

15.1 The organisation may dissolve at any time if not less than two thirds of the paid-up Full Participating members vote for dissolution at a special general meeting convened for that purpose.

If it is decided to dissolve the organisation:

15.1.1 All assets of the Organisation shall be liquidated and donated to the Gauteng Conservancy/Stewardship Association or any other nature conservation cause as determined by the management at the time; and

15.1.2 The Gauteng Conservancy/Stewardship Association, or an appointed representative shall be informed of the meeting at which the resolution to dissolve was taken.

15.2 If any of the assets of the organisation resulted from the co-operation between members in projects and in relation to which members made direct contributions which were not borne by other members, the proceeds of such assets shall be divided between the members concerned in ratio to their contributions, provided such co-operation of members was or is set in writing and approved by management, notwithstanding clause 15.2.1; and provided that the members concerned can prove to the satisfaction of the management that this clause applies to those assets.

16 Interpretation

At a general meeting as well as at a management meeting, in the event of an equality of votes, the chairperson shall have a casting vote.

17 Cessation of activities

17.1 In case of a cessation of activities the Gauteng Conservancy/Stewardship Association or an appointed representative may convene a special meeting of those members whose fees are paid with the purpose of dissolving the organisation.

17.2 Reasons for cessation of activities may be:

17.2.1 Activities undertaken that are not in line with the objectives of the conservancy programme;

17.2.2 Constitution of the organisation is not in line with Government policy, and therefore cannot be recognised by a government institution.

Signed at _____ on the _____

Chairperson:

Members of management:

Full Name

Signature

1. _____

2. _____

3. _____
