
**CONSTITUTION OF HISTORIC RACING SOUTH AFRICA AS
REVISED 04-2019**

1.

DEFINITIONS

Unless the context clearly indicates a contrary intention, the following words and/or expressions wherever used in this Constitution shall have the meaning indicated:

- 1.1. **AGM** – Annual general meeting

- 1.2. **CATCOM** - A category committee elected and constituted for certain defined categories or sub-sections within the Club formed with the aim, responsibility and authority of furthering the interests of the particular group of members of the Club (subject to this Constitution and not against the interests of the majority of the Club's members).

- 1.3. **CHAIRPERSON** - The Chairperson of the Club as elected by the members or appointed on an ad hoc basis by the Excom, as the case may be, and where applicable, the chairperson at a meeting.

- 1.4. **CLUB** - Historic Racing South Africa

- 1.5. **DAY** - Is a business day (unless explicitly stipulated to the contrary) and shall, for purposes of any act or prescribed time period, exclude the first day but will include the last day, and a business day is any day which is not a Saturday, Sunday or a statutory proclaimed or official public holiday.
- 1.6. **EXCOM** - The Executive Committee as envisaged in this Constitution, elected for that purpose by the members for purposes of the day-to-day management of the affairs of the Club
- 1.7. **GENERAL MEETING** - Any annual or special general meeting of the Club or any adjournment thereof
- 1.8. **GCR's** - The general competition rules of MSA
- 1.9. **MEMBER** - A fully paid up and registered member of the Club
- 1.10. **MEMBERSHIP FEE** – shall include an annual renewal or subscription fee
- 1.11. **MOI** - The Memorandum of Incorporation of MSA
- 1.12. **MSA** - Motorsport South Africa
- 1.13. **SCC** - Sports Car Club of South Africa
- 1.14. **ACT**- Any Act or Statute of the Republic of South Africa which applies to the Club, its affairs and/or any of its members

(including any regulation promulgated in terms thereof)
including but not limited to the Constitution (Act 108 of 1996)
and the Protection of Personal Information Act, 4 of 2013

2.

INTERPRETATION

- 2.1. In the interpretation of this Constitution and unless contrary to or excluded by the subject or the context, any word signifying:
- 2.1.1. the singular shall include the plural and vice versa;
 - 2.1.2. a reference to the male gender shall include the female gender and vice versa;
 - 2.1.3. a reference to a “person” shall include a reference to a legal person or juristic entity (whether incorporated or unincorporated) and vice versa;
 - 2.1.4. a reference to a “natural person” shall exclude a legal person or juristic entity as aforesaid;
 - 2.1.5. any reference to “writing” or “written” shall be deemed to include a reference to any letter, facsimile, electronic mail, telegram or other written form of communication where receipt thereof is

acknowledged by the addressee, or where receipt can be duly proven by the addressor or author;

2.1.6. any reference to a number of days, shall be interpreted to be a reference to a continuous period unless the contrary is clearly stated;

2.1.7. any reference to a statutory provision shall include all successive or additional statutory provisions regulating the same subject or subject matter.

2.2. Paragraph headings in this Constitution shall serve the sole purpose of being a reference and shall not modify or vary any provision, term or condition of this constitution, nor shall it be taken into account in construing or interpreting the tenor or import of this Constitution;

2.3. Where the last day is not a business day where a business day is prescribed, the last day for such purposes shall be the next succeeding business day;

2.4. The terms, conditions and provisions (including obligations imposed in terms hereof) are severable and divisible and no declaration of invalidity or unenforceability by a competent court

- 2.5. shall affect the validity and/or enforceability of the remaining terms, conditions or provisions of this Constitution.

3.

NAME AND OBJECTIVES

- 3.1. The Club shall be known as “Historic Racing South Africa”.
- 3.2. The Club is a voluntary association of its members with the capacity to acquire and hold property in its own name separate from its members, and to acquire rights and incur obligations, and to sue and be sued in its own name separate from its members, subject to the limits and objectives imposed and applicable in terms of this Constitution.
- 3.3. The objectives of the Club shall be
- 3.3.1. to promote, organise, encourage and develop the preservation and competitive utilisation of historic cars deemed or declared to be eligible to race (“eligible cars”) under the auspices of the Club (including the categories or sub-sections established or to be established from time to time), and/or the SCC and/or MSA;

- 3.3.2. to organise and/or designate the organisation of track and other events in which eligible cars are able to compete in a safe, controlled, orderly and fair environment and manner;
- 3.3.3. not to conduct its affairs in any way with the aim or result of doing commercial business for gain or profit by the Club, its collective membership or any individual member thereof;
- 3.3.4. to comply with all applicable Acts and/or statutory enactments regulating its affairs (including but not limited to, the
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- applicable tax laws from time to time) and to fulfil the requirements of clause 11 of the MOI;
- 3.3.5. to otherwise comply in all respects reasonably within its power with all relevant applicable rules and regulations of MSA and/or any and all valid directives imposed by MSA from time to time;
- 3.3.6. to be and act as an active and contributing branch of the SCC without derogating from its status as an individual corporate member of MSA;

- 3.3.7. not to do anything prejudicial to the promotion and organising of any of the aforesaid objectives and the attainment thereof;
- 3.3.8. to validly and legally do anything not contrary to its aforesaid objectives and aimed at attaining its objectives;
- 3.3.9. to act fairly and reasonably in all its dealings with its collective membership, individual members, the SCC and MSA;
- 3.3.10. to maintain its affiliation and/or membership of MSA (or any legal successor of MSA bestowed with the designated official sporting authority and sporting powers similar to those set out in clauses 4 and 5 of the MOI);
- 3.3.11. to refrain from and discourage any form of racial, gender, political and religious discrimination in the course of its activities;
- 3.3.12. to create and maintain such individual categories or sub-sections within the Club as is deemed necessary and/or appropriate from time to time to

further the interests of particular groups for which Catcoms exist or is created;

3.3.13. to ensure that all commercial agreements are reduced to writing and signed by or on behalf of all the parties thereto;

3.3.14. to promote the protection of personal information of its members.

4.

MEMBERSHIP

4.1. Membership shall be open to any person who

4.1.1. has applied for membership in writing and upon payment of the prescribed membership fee on the prescribed form; and

4.1.2. has satisfied the Excom (or any designated committee appointed to consider membership applications) that he/she/it is a person who has sufficiently demonstrated an intention to further the objectives of the Club; and

- 4.1.3. has undertaken to abide by or comply with this Constitution; and
 - 4.1.4. has been approved by the Excom or the designated committee, in its sole discretion, to become a member, and
 - 4.1.5. renews his/her membership and undertakes to pay the annual subscription as determined from time to time.
- 4.2. A joining fee, determined at the sole discretion of the Excom from time to time, may be payable by any person applying for membership in addition to the annual membership fee or subscription.
- 4.3. Upon refusal of any application for membership
- 4.3.1. the Excom (including any designated committee) shall not be obliged to furnish reasons for declining or refusing any application for membership;
 - 4.3.2. any joining fee levied and/or membership fee/subscription paid, shall be repaid to an unsuccessful applicant.

- 4.4. No member shall have any right, title, claim or interest in or to any monies, property or assets of the Club and shall have no right to make use and/or enjoy the property of or facilities provided by the Club beyond what is permitted by the Excom for and/or to all its members, or of the Excom to any individual member or group of members, or for and/or any individual member or group of members on an *ad hoc* basis by prior arrangement with the Excom and on good cause shown in its sole discretion.
- 4.5. A member shall be entitled, subject to the terms, conditions and provisions of this Constitution and the provisions of any Act
- 4.5.1. to vote as provided for herein unless disqualified or not permitted to do so in terms of this Constitution;
- 4.5.2. to be nominated and elected to serve on any committee of the Club;
- 4.5.3. with reasonable notice to and at any reasonable time, mutually agreed upon with the Excom, to have sight of any minute, record, financial statement, books of account or other document of the Club kept or to be kept in terms of this Constitution;
- 4.5.4. to have sight of and obtain, upon payment of the reasonable cost thereof, a copy of this Constitution.

- 4.6. A member shall be entitled to cast one vote in terms of and subject to this Constitution and shall be regarded as being present at any meeting if a vote is cast by or in terms of a valid proxy provided that any fee payable has been fully paid not less than 48 hours prior to any meeting at which such vote is cast.
- 4.7. Every member completing an application for membership and upon every renewal of membership subsequent thereto, acknowledge to be bound by the terms, conditions and/or provisions of this Constitution and shall be deemed to be aware of its contents in all respects.
- 4.8. Honorary membership may be bestowed upon any person by the Excom in exceptional circumstances, which membership shall entail lifelong membership without the obligation to pay any membership or subscription fees.
- 4.9. A member shall
- 4.9.1. automatically cease to be a member if the annual subscription payable remains unpaid by the 30th of April of each year;
- 4.9.2. be liable for payment of the reasonable costs of

providing a copy requested of any document to which he or she may be or become entitled to;

4.9.3. be responsible for the conduct of any guest or companion and liable for payment of any and all damages caused to the property or assets of the Club by himself/herself or any guest or companion of such a member;

4.9.4. cease to be a member if any damages payable as envisaged in clause 4.9.3 remain unpaid for one calendar month after despatch of a written demand for payment by the Club;

4.9.5. be obliged to furnish accurate information of himself/herself and his/her vehicle as is required to be kept in terms of this Constitution or as may be required by any rule or regulation of the Club or MSA;

4.9.6. be obliged to disclose his/her membership of and/or affiliation to and/or interest in any other club, association, organisation or entity with the same or similar objectives in promoting and/or organising participation in motor racing as the Club (not

necessarily limited to historic racing) whether affiliated to MSA or not;

4.9.7. be obliged to comply with the provisions of any Act which regulates and/or is applicable to any aspect of the affairs of the Club and its members, including but not limited to maintaining confidentiality of any personal information of any member which he/she may be or may become aware;

4.9.8. shall not be eligible to be nominated for or elected to the Excom if he/she is a member of or is affiliated to or has an interest in a club, association, organisation or entity as envisaged in clause 4.9.6 above unless such membership, affiliation or interest was fully and expressly disclosed prior to such nomination and only if the election of such a member is expressly ratified by the Excom at its first meeting after such election;

4.9.9. shall not be entitled to any personal information of any other member or to any other information of or contained in any documentation unless access to such information is reasonably required for a legitimate purpose and expressly authorised by the Excom in its sole discretion;

- 4.9.10. shall be obliged to actively promote the protection of personal information of any other member, and may not disclose to any other person or entity such personal information unless expressly authorised by the Excom and the person whose information is sought to be so disclosed.

5

STRUCTURE OF THE CLUB

- 5.1. The structure of the Club shall be the following:
- 5.1.1. The Executive Committee;
 - 5.1.2. The various Category Committees;
 - 5.1.3. Any *ad hoc* or other standing committee which may be appointed by the Excom or a Catcom from time to time
- 5.2. The affairs of the Club shall be governed, administered and/or managed by the Excom duly assisted and supported by the various Catcoms.

- 5.3. The affairs of the various categories, in so far as they are not dealt with by the Excom, shall be governed, administered and/or managed by the relevant Catcoms.

6.

THE EXECUTIVE COMMITTEE OF THE CLUB

- 6.1. The Excom shall consist of
- 6.1.1. a chairperson;
 - 6.1.2. a vice-chairperson;
 - 6.1.3. a secretary;
 - 6.1.4. a treasurer;
 - 6.1.5. the chairperson of each Catcom;
 - 6.1.6. any additional co-opted member(s) as envisaged in clause 6.9 below.

- 6.2. The Excom shall be vested of the executive power and shall be responsible for implementing all resolutions of the Club in addition to the obligations and powers set out in clause 5.2 above.
- 6.3. The persons mentioned in clauses 6.1.1, 6.1.2 and 6.1.4 above
- 6.3.1. Shall be elected at the AGM of the Club by a majority of votes by members present;
- 6.3.2. Shall hold office from their election at an annual general meeting until completion of the election of office bearers at the third annual general meeting thereafter, ie for a period not exceeding three years.
- 6.3.2.1 Any such elected office bearer elects to stand down or declares himself unavailable for a second or following year prior to the next annual general meeting, or
- 6.3.2.2 Another person, after being properly nominated for that office prior to an annual general meeting, is voted in, in which event the office bearer initially elected shall be replaced by the newly elected office bearer and shall therefore not continue in office for the extended period which would otherwise have applied.
- 6.3.3 Any member who completed the aforesaid period of 3 (three) years in office shall not be prevented from serving in terms of clause 6.3.2 for further periods of 3 (three) years provided that such member is properly proposed and elected for such further period of service.
- 6.4. Any Excom member may be removed from office

- 6.4.1. upon any gross dereliction of duty or in the event of a failure to attend three consecutive meetings of the Excom or in the event of suffering from any physical or mental incapacity preventing his/her functioning and participation as a member of Excom; after having been afforded the opportunity of making verbal or written representation explaining his or her conduct and before such removal is voted on by the Excom in terms of this Constitution;
 - 6.4.2. by the Excom at any of its meetings provided a quorum is present and at least 75% (seventy five percent) of those present vote in favour of such removal from office, which removal has to be (but is not dependent on being) communicated forthwith to such member in any manner which is likely to reach such member;
 - 6.4.3. by the Excom in the event of the disclosure as envisaged in clause 4.9.8 not having been made, regardless whether it was done willfully or not.
- 6.5. The members of the Excom
- 6.5.1. shall meet not less than 9 times per year as evenly

- 6.5.2. spread as reasonably possible and as close as possible to once a month;
 - 6.5.3. shall pass valid and binding resolutions at its meetings by majority of elected members present (i.e. excluding co-opted members and the secretary who may not vote);
 - 6.5.4. may not attend or vote by proxy more than twice during his/her term of office but will be regarded as being present and attending if the particular member(s) is/are able to follow the meeting in its entirety and able to participate meaningfully by means of audible or visual and audible electronic means;
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- 6.6. A quorum at any meeting of the Excom shall be at least 50% (fifty percent) of the elected members.
 - 6.7. In the absence of a quorum at a meeting of the Excom, the meeting shall stand adjourned.
 - 6.8. The Chairperson of the Excom
 - 6.8.1. shall have a casting vote in the event of an equality of votes, in addition to a deliberative vote;

6.8.2. may at his or her sole discretion invite and/or permit persons other than the members of the Excom to attend its meetings;

6.8.3. or in his/her temporary absence, the vice-chairperson, may call a meeting of the Excom on any matter of sufficient urgency by notice thereof being given verbally or in writing or by SMS, e-mail or telephone;

6.8.4. shall be the vice-chairperson in the absence of the chairperson and in the absence of the former, the meeting shall elect a chairperson provided a quorum is present.

6.9. The Excom

6.9.1. may at its sole discretion co-opt or appoint additional members at any time to fill a vacancy or to perform, undertake and/or fulfil a specific task required;

6.9.2. shall determine the duration of office of every co-opted or additional member when such member is co-opted or appointed, except where the member concerned was co-opted or appointed to fill a

vacancy created by an elected member, in which event such member shall cease to hold office as if he/she was elected;

6.9.3 may extend the duration of office of every co-opted or appointed member but only for such period as is strictly necessary in each instance;

6.9.3. shall ensure that all commercial agreements or agreements partly of a commercial nature are reduced to writing and signed by or on behalf of all parties thereto;

6.9.4. shall (but not be obliged to) appoint the editor of any publication of the Club;

6.9.5. shall appoint the secretary and decide on the remuneration of such secretary and all matters ancillary to such appointment;

6.9.6. shall consider ratification of the election of any member as envisaged in clause 4.9.8 at its first meeting after such election, failing which any member whose election is subject to ratification shall not be regarded as having been so elected until such election has been ratified at any subsequent meeting;

6.9.7. shall consider the continued membership of any member of the Excom who becomes a member as envisaged in clause 4.9.8 above after his/her election to the Excom and unless such continued membership is expressly approved by the other members of the Excom, such person shall cease to be a member of the Excom from the date of such ineligibility or date of the obligatory disclosure, whichever is the earlier.

6.9.8. Shall ensure the holding of a (special) general meeting, annually but not before 1 June of each year, of each category or sub-section individually or of all categories or sub-sections collectively on

6.9.8.1 Any aspect of or involving technical regulations applicable to each such category or sub-section; and/or

6.9.8.2 Any aspect of or involving the points scoring system applicable for each such category or sub-section,

whichever option is deemed appropriate at the sole discretion of the Excom after consulting with the Catcom Chairperson.

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- 6.9.9. Shall, where the Club does not have the authority to implement such resolutions, convey to MSA or its HMC or any other controlling body or structure within MSA designated to deal with such issues resolved at the general meeting referred to in clause 6.9.8 above, the decision of the Club with a request to implement such resolution for the full duration of the following racing season;
- 6.9.10. Shall, in so far as the Club has the authority to do so, implement such regulations as may have been passed at the general meeting convened as envisaged in clause 6.9. 9 above.
- 6.9.11. Minutes of all meetings of the Excom shall be taken and kept, and circulated to Excom members as soon as is reasonably possible (but not later than one week) after each meeting.

7.

CATEGORY COMMITTEES OF THE CLUB

- 7.1. Catcoms shall be formed for each category or sub-section existing within the Club or which may be created pursuant to a resolution adopted at an annual general meeting of the Club.

- 7.2. Each Catcom shall consist of
- 7.2.1. a chairperson;
 - 7.2.2. a vice-chairperson;
 - 7.2.3. a minimum of two additional members;
 - 7.2.4. additional co-opted members as envisaged in clause 7.6 below (read *mutatis mutandis* with clause 6.9 above).
- 7.3. The Catcom shall
- 7.3.1. be responsible for implementing all resolutions of the Club pertaining to the individual categories or sub-sections for which they have been elected and be vested of such powers as may be required to give effect thereto;
 - 7.3.2. not be vested of those powers of or shall not have the responsibilities and obligations of the Excom;
 - 7.3.3. not deal with or involve itself in any aspect or decision which is to be dealt with by the Excom or which may impact on all the members of the Club and not only the members of the specific category or sub-section.

- 7.4. The chairperson and vice-chairperson of the Catcom
- 7.4.1. shall be elected at the AGM of the category by a majority of members of that category of the Club;
 - 7.4.2. shall hold office from their election at an annual general meeting until completion of the election of office bearers at the next annual general meeting;
 - 7.4.3. shall appoint the additional and any co-opted members.
- 7.5. Any Catcom member may be removed from office
- 7.5.1. upon any gross dereliction of duty or in the event of a failure to attend three consecutive meetings of the Catcom or in the event of suffering from any physical or mental incapacity preventing his/her functioning and participation as a member of Excom;
 - 7.5.2. after having been afforded the opportunity of making verbal or written representation explaining his or her conduct and before such removal is voted on by the Catcom in terms of this Constitution;

- 7.5.3. by the Catcom at any of its meetings provided a quorum is present and at least 75% (seventy five percent) of those present vote in favour of such removal from office, which removal has to be (but is not dependent on being) communicated forthwith to such member in any manner which is likely to reach such member.
- 7.6. Clauses 6.6 to 6.10 (both inclusive) above shall apply *mutatis mutandis* to the powers, business and obligations of Catcoms to the extent applicable to Catcoms.

8.

FINANCIAL AFFAIRS AND ACCOUNTS

- 8.1. The Club shall at all times maintain a banking account with a registered commercial bank/financial institution regulated by the Financial Advisory and Intermediary Services Act, 37 of 2002 through which all financial transactions in terms of money received and/or expended shall be conducted (discuss authorising of small cash transactions/petty cash).
- 8.2. All monies, funds and/or assets shall be responsibly managed to the exclusive benefit of the Club and the collective benefit of the members.

- 8.3. Any and all funds available for investment shall be invested only with a registered and compliant financial institution in terms of Act 37 of 2002.
- 8.4. No assets of the Club shall be distributed to members either as a dividend or as a share of remaining funds under any circumstance, neither during the existence of the Club, nor on dissolution thereof.
- 8.5. The treasurer shall during the course of each financial year keep accurate and up to date
- 8.5.1. books of account of any money received or expended;
- 8.5.2. written records of assets and liabilities;
- which shall be open to inspection by any member of the Excom at any time and to inspection by any member in terms of and subject to clause 4.5.3 above.
- 8.6. An accurate summary of the financial affairs in the form of financial statements reflecting assets and liabilities, and income and expenditure (and all other aspects reasonably necessary for a proper overview of the Club's financial affairs) shall be
- 8.6.1. circulated at least one week prior to the AGM to the Excom and each member who requests to be

- 8.6.2. furnished with a copy thereof;
- 8.6.3. furnished and formally submitted by the treasurer to the AGM of the Club together with a short report on the nature of the Club's financial affairs.
- 8.7. The Club's financial year shall run from 1 January to 31 December of each year.

9.

RECORDS

In addition to the accounting records required to be kept in terms of clause 8.5 above, the Club shall

- 9.1. keep and maintain a register of members reflecting their names and physical addresses, the date of joining the Club as a member and the date of cessation of membership (where applicable);
- 9.2. keep and maintain books or registers containing all resolutions and minutes of meetings of the Club, the Excom and Catcoms;
- 9.3. keep and maintain record of any and all remuneration paid to any person as envisaged in clause 10.2 of this Constitution reflecting the date, reason for and amount of each payment and the person(s) to whom payment was made;

- 9.4. keep and maintain proper record of any and all correspondence exchanged between the Club and its members and/or thirdparties.

10.

REMUNERATION OF EXCOM, THE CATCOMS OR INDIVIDUAL MEMBERS

- 10.1. No member, whether as a member of the Excom, a Catcom or any
- 10.2. other committee, shall be entitled to any remuneration except as
- 10.3. provided for herein and expressly authorised by the Excom.
- 10.4. Any person (including any member as set out in clause 10.1 above) shall, at the sole discretion of the Excom, be entitled to reasonable remuneration in respect of personal expenses incurred or to be incurred in performing an official duty on behalf of the Club.

11.

DISCLOSURE OF INTEREST BY COMMITTEE MEMBERS

Every member of the Excom or Catcom shall declare any interest, direct or indirect, material or otherwise, which such member has or may acquire in any contract or arrangement which has been proposed or entered into by the Club with any person or entity.

12.

GENERAL MEETINGS OF THE CLUB

Special General Meetings

- 12.1. The Excom may at any time convene a general meeting of the Club.
- 12.2. The Excom shall convene a general meeting upon receipt of a written request signed by at least 20 (twenty) members specifying the purpose for which such meeting is requested.

Annual general meeting

- 12.3. The AGM of the Club shall be held before the end of March of each year.
- 12.4. The business to be transacted at the AGM shall be to
 - 12.4.1. receive the report of the chairperson;
 - 12.4.2. receive and consider the financial accounts as set out in the summary and short report referred to in clause 8.6 above;
 - 12.4.3. consider and pass with or without amendment, or

reject any valid proposed resolution concerning the Club's affairs;

12.4.4. elect an Excom for the following year;

12.4.5. transact any other business of which notice has been given in the notice convening the AGM.

Notice

12.5. An AGM and a general meeting shall be convened on not less than 10 days prior written notice communicated to members by e-mail, facsimile, post or other form of general electronic communication.

12.6. Notice of any proposed resolution must be signed by at least two members and furnished to the chairperson and the secretary of the Excom not less than 5 (five) days before the date of the general meeting.

12.7. Accidental omission to give notice of any general meeting to any member of the Club, or the non-receipt of such notice by any member, shall not invalidate any resolution passed at any general meeting.

Quorum

12.8. No business shall be transacted at any general meeting unless a quorum of members is and remains present when the meeting proceeds to business.

12.9. The quorum for any general meeting shall be at least 20% (twenty percent) of the members present in person or by proxy provided that no less than three members shall be present in person.

Chairperson

12.10. The chairperson or vice-chairperson in the former's absence, shall preside as chairperson at the meeting.

Adjournment

12.11. If a quorum is not present within half an hour (or such further period as the chairperson may allow which may not exceed one and a half hours) of the time appointed for the meeting

12.11.1. the meeting, if convened upon the request of members, shall be dissolved; and

12.11.2. any other general meeting shall stand adjourned.

- 12.12. A meeting which is adjourned in terms of clause 12.11 above, shall resume on a date not more than 20 (twenty) days and not less than 5 (five) days later.
- 12.13. Notice of the date, time and venue of the adjourned meeting shall be given to members only if the time and venue of the adjourned meeting does not remain the same as for the original meeting.
- 12.14. Those members present at an adjourned meeting shall constitute a quorum.
- 12.15. The chairperson presiding at a general meeting may, with the consent of the meeting if a quorum is present, and shall if so directed by the meeting, adjourn the meeting to another date, time and/or place.
- 12.16. No business shall be transacted at any adjourned general meeting other than the unfinished business of the original meeting.

Nomination

- 12.17. Nominations for candidates for the Excom shall be made in writing by at least two members, accepted by the proposed candidate in writing and furnished to the secretary or the chairperson at least 5 (five) days before the AGM.

Voting and passing of resolution

12.18. Every resolution shall, unless a secret ballot is demanded in terms of clause 12.20 below, be decided on a show of hands.

12.19. A declaration by the chairperson that a resolution has, on a show of hands, been carried unanimously or by a particular majority, or rejected, shall be conclusive evidence of this fact.

12.20. A secret ballot may be demanded either before or immediately after the result of a show of hands is declared, on any issue, save on the issue of the election of the chairperson, by

12.20.1. the chairperson; or

12.20.2. no less than 5 (five) members having the right to vote at the meeting.

12.21. The demand for a secret ballot may be withdrawn by the persons who so demanded, at any time prior to the commencement of the ballot.

12.22. If a secret ballot is duly demanded

12.22.1 it shall be taken in such a manner as the chairperson shall direct either at once or after an interval or adjournment (provided that a secret ballot on the question of an adjournment shall be taken at

the meeting without adjournment);

12.22.2 no notice need be given of a secret ballot not taken immediately;

12.22.3 the demand for a secret ballot shall not prevent the continuation of the meeting for the transaction of any business other than the question upon which the secret ballot is demanded.

12.23 In the case of an equality of votes, whether on a show of hands on a secret ballot, the chairperson of the meeting at which the show of hands takes place or at which the secret ballot is demanded, shall have a casting vote, in addition to a deliberative vote.

12.24 Unless specifically directed otherwise by the chairperson in exceptional circumstances, the voting procedure at all meetings for the election of office bearers shall be as follows:

12.24.1 all voting's shall be by secret ballot from a list of eligible candidates;

12.24.2 the successful candidate will be elected by simple majority of votes cast;

12.24.3 should there be more than 2 (two) candidates, the

12.24.4 system shall be applied whereby the candidate obtaining the lowest number of votes at each successive secret ballot withdraws;

12.24.5 in the case of equality of votes, the members entitled to vote will be called upon for a further ballot and, if the candidates are still tied, the retiring office bearer will have a casting vote whether or not he/she was himself/herself standing for election.

12.25 Unless specifically directed by the Chairperson in exceptional circumstances, the voting procedure at the obligatory general meeting referred to in clause 6.9.8 above shall be in accordance with clauses 12.18 and 12.23 (both inclusive) above save where there are more than 2 (two) competing or opposing proposed resolutions on the same point in which event each opposing or competing proposed resolution shall be voted on in accordance with Clause 12.24 above as if each such proposed resolution is a candidate as envisage in clause 12.24.

13.

ANNUAL GENERAL MEETING OF INDIVIDUAL CATEGORIES

- 13.1. Each category or sub-section shall hold an annual general meeting not later than 2 weeks before the AGM of the Club.
- 13.2. Paragraph 12 shall apply *mutatis mutandis* to the AGM of Catcoms.

14.

PROXIES

- 14.1. Any member entitled to attend and vote at a meeting of the Club (including Catcoms) may appoint one proxy provided the proxy is a member to attend, speak and vote in his place on a show of hands and/or a secret ballot at any meeting of the Club or a Catcom, provided that such proxy is submitted to the secretary or the chairperson of the meeting no later than 48 hours prior to the meeting.
- 14.2. More than one principal may hold more than one proxy vote, provided that such a proxy is a member.
- 14.3. The instrument appointing a proxy to vote at a meeting of the Club or a Catcom shall be deemed also to confer authority to demand or join in demanding a secret ballot, and, a demand by a person as

proxy for a member shall be the same as a demand by the member.

14.4. The appointed proxy may not delegate any authority bestowed upon him/her in terms of a proxy.

14.5. The instrument appointing a proxy shall be in writing under the hand of the member.

14.6. The instrument appointing a proxy, shall be in the following form or as near thereto as circumstances permit:

PROXY FORM OF HRSA

I of
- - - - - being a paid-up member of Historic Racing
Racing South Africa, hereby appoint - - - - -
of as my proxy to attend and speak on my behalf, and to vote on a show of
hands and/or on a secret ballot for me and on my behalf at the annual
general meeting or general meeting (as the case may be) of Historic
Racing South Africa to be held on the - - - - day of
- - - - - 20 - - and at any adjournment thereof,
as follows*:

Resolution number: In favour/against/abstain*

Resolution number: - - In favour/against/abstain*

Resolution number: - - In favour/against/abstain*

as my proxy deems fit.*

SIGNED THIS - - - - DAY OF 201 - -

SIGNATURE OF PAID-UP MEMBER

* Delete which is not applicable

- 14.7. No instrument appointing a proxy shall be valid after the end of the meeting for which it has been granted, and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.
- 14.8. If a proxy is received duly signed but with no indication as to how the person named therein should vote on any issue, the proxy may vote or abstain from voting as he/she sees fit.

15.

DISCIPLINARY ACTION

- 15.1. Members may not conduct themselves in any manner which is or may be deemed to be prejudicial or potentially prejudicial to the name, reputation and/or interests of the Club and/or its members (individually or collectively).
- 15.2. Any conduct by any member, regardless of whether such conduct has formed part of disciplinary steps taken or not to be taken by MSA which is deemed to be or is deemed to have the potential to be prejudicial to the name, reputation and/or interests of the Club, and/or its members (including a breach of GCR 172, regardless of whether any action is taken by MSA) shall be subject to a disciplinary inquiry at the sole discretion of the Excom.

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- 15.3. The Excom may
- 15.3.1. in its sole discretion, either *mero motu* or upon receipt of written information (including a complaint), cause a disciplinary inquiry to be held if it deems it in the interests of the Club or its members to do so;
 - 15.3.2. deal with any disciplinary matters itself and at any stage appoint and/or refer a disciplinary matter to the standing or an *ad hoc* committee as envisaged in paragraph 15.3.3 below;
 - 15.3.3. appoint a standing or an *ad hoc* disciplinary committee consisting of as many people as it deems meet, and which need not be comprised of paid-up members in the event of an *ad hoc* committee being appointed;
 - 15.3.4. direct whether the disciplinary matter shall be dealt with at a disciplinary hearing or be disposed of solely on the documentation in its possession;
 - 15.3.5. confirm or refuse to confirm any penalty imposed by a disciplinary committee or, in its sole discretion, may substitute such penalty with a penalty which it

deems fair and appropriate in the circumstances, for which purpose it may (but shall not be obliged to) call for further submissions by the member concerned to be submitted within a time period directed by the Excom;

15.3.6. may set aside any finding by a standing or *ad hoc* disciplinary committee that a member is guilty of conduct in contravention of clauses 15.1 and 15.2 above.

15.4. Any reference to the “the disciplinary committee” shall be a reference to the Excom, a standing disciplinary committee or an *ad hoc* disciplinary committee.

15.5. A member whose alleged conduct forms the subject matter of a disciplinary inquiry

15.5.1. shall be entitled to be informed in writing of the substance of the allegations against him/her with sufficient detail (“the charge(s)”) to enable him/her to respond thereto in writing, which response shall comprehensively set out the facts and submissions which such member wishes the disciplinary committee to consider;

15.5.2. shall not be entitled to disclosure of the source of

- 15.5.3. any information or of the documentation which caused the disciplinary inquiry to be instituted and/or held;
- 15.5.4. shall be obliged to furnish a written response to the charge(s), should he/she elect to do so, within 14 calendar days of despatch of the written information referred to in paragraph 15.5.1 above, failing which the disciplinary committee shall be entitled to dispose of the matter forthwith and without any written response;
- 15.5.5. shall be entitled to written notice of a disciplinary hearing, unless otherwise agreed, of no less than 10 calendar days before such hearing;
- 15.5.6. shall only be entitled to legal representation at a hearing by an admitted advocate or attorney
- 15.5.6.1 if specifically permitted by the disciplinary committee on written motivated application submitted at least 7 calendar days before any disciplinary hearing; and

15.5.6.2 if the charge(s) is/are regarded as sufficiently serious to potentially justify a termination of membership of more than two years if found guilty;

15.5.7. shall be entitled to be represented by any member regardless of whether such member is an admitted advocate or attorney provided that in such an event, written notification of the identity of such representative shall be submitted to the disciplinary committee at least 48 hours prior to the hearing;

15.5.8. shall be entitled to make written representation to the Excom where a penalty imposed by a disciplinary committee is subject to confirmation by the Excom, provided that such representation is received not later than 48 hours prior to the meeting of the Excom where confirmation of the penalty will be considered;

15.5.9. shall be entitled to be informed of the date on which the Excom shall consider whether to set aside the finding that a member is guilty of the charge(s) and/or whether to confirm, decrease or increase the penalty, with sufficient time to reasonably make any representation referred to in clause 15.5.7 above.

- 15.6. The disciplinary committee may
- 15.6.1 consider any disciplinary matter solely on the documentation in its possession except where the Excom has directed a hearing to be held;
 - 15.6.2. decide and direct in its sole discretion at any time that a hearing be held;
 - 15.6.3. in its sole discretion extend any time period allowed or directed within which a written response is to be furnished provided that
 - 15.6.3.1 it does not unreasonably prolong the matter and that it is in the interests of justice to do so; and
 - 15.6.3.2 any extension so granted does not have the result to extend
 - the commencement of a hearing beyond 2 (two) months from commencement of the disciplinary inquiry;
 - finalisation of the disciplinary inquiry beyond 3 (three) months from the commencement thereof.

- 15.6.4. in its sole discretion (but not be obliged to) resolve to disclose to a member whose conduct is the subject of a disciplinary inquiry the source of and/or documentation upon which it was decided to hold the disciplinary inquiry;
- 15.6.5. determine its own procedure during or at any disciplinary inquiry (which need not accord with the rules of evidence and procedure followed in a court of law);
- 15.6.6. impose the following penalties if it is found that the member is guilty of the charge(s)
 - 15.6.6.1 indefinite or temporary termination of membership subject to clause 15.6.6.2 below;
 - 15.6.6.2 suspension of current membership or the suspension of the privilege to take up membership, for a period not exceeding 2 (two) years, unless the conduct of the member is regarded to have been serious enough to warrant a longer period or a life-long ban from taking up membership;

- 15.6.6.3 the partial or complete suspension of any permissible penalty, other than a reprimand, for a period not exceeding 4 (four) years on such reasonable conditions as it may deem meet;
- 15.6.6.4 a fine not exceeding R15 000,00, also in conjunction with any other penalty which, for as long as it remains unpaid, shall automatically suspend the membership of the member concerned unless directed otherwise by the Excom;
- 15.6.6.5 a reprimand;
- 15.6.7. but is not obliged to, keep a record of any and all disciplinary proceedings during a disciplinary hearing.
- 15.7. A disciplinary inquiry shall be deemed to have commenced when
 - 15.7.1. the Excom resolved to hold a disciplinary inquiry; or
 - 15.7.2. when the information upon which a disciplinary inquiry is based, is received in writing, whichever is the earlier.

- 15.8. The imposition of any penalty imposed by
- 15.8.1. the Excom sitting as a disciplinary committee shall be final;
 - 15.8.2. a standing or *ad hoc* disciplinary committee (except where the penalty is a reprimand)
 - 15.8.2.1 shall be subject to confirmation by the Excom at its next meeting following the disciplinary inquiry where it is able to deal with such disciplinary matter;
 - 15.8.2.2 may be decreased, increased or confirmed by the Excom upon consideration of any written representation from or on behalf of the member concerned.

16.

LIMITATION OF LIABILITY AND INDEMNIFICATION OF COMMITTEE MEMBERS

- 16.1. All committee members (including co-opted or appointed members of standing or *ad hoc* committees) of the Club, shall be indemnified and held harmless out of the assets of the Club for or against all

actions, costs, charges, damages or expenses which they may incur by reason of any act performed or omission in or relating to the execution of their duties as committee members.

16.2. The indemnification referred to in clause 16.1 above, shall also extend to any member who promotes the interests of the Club after expressly being authorised to do so by the Excom or a Catcom.

16.3. No member (regardless of whether he/she is committee member or not) shall be entitled to any indemnification or be entitled to be held harmless for the consequences of an unlawful act.

17.

DISSOLUTION OF THE CLUB

17.1. The Club shall be dissolved

17.1.1. at its own instance if 75% of its members present at a special general meeting specifically called for that purpose, resolve that it be so dissolved;

17.1.2. if the membership of the Club drops below 30 (thirty) members and the chairperson of the Excom calls for

a dissolution of the Club at a special general meeting.

- 17.2. The assets of the Club shall on dissolution be dealt with in such a manner as the members of the Club may decide to distribute the assets to the SCC (or any other designated branch thereof) or to any organisation with similar objectives to those of the Club and which is exempt from payment of income tax and provided that no assets shall be distributed to members in any manner whatsoever.

18.

AMENDMENT OF OR TO THIS CONSTITUTION

- 18.1. This Constitution may be amended by a majority vote at a general meeting of the Club.
- 18.2. The Club shall be obliged to submit a copy of all amendments to this Constitution to MSA and to SARS.