

BMW MOTORCYCLE CLUB PRETORIA, SOUTH AFRICA

BMW Motorcycle Club
Pretoria, South Africa



CONSTITUTION

BMW Motorcycle Club
Pretoria, South Africa

(Hereinafter referred to as the "Club")

1. OBJECTIVES

- 1.1 To promote and organise social events for the participation of Club members. Such social events shall include organised rides, technical talks, safety talks, safe riding training or any other events that the Committee deem fit.
- 1.2 To encourage road safety, courtesy and safe riding.
- 1.3 To hold talks, lectures, debates and discussions on any ventures of interest pertaining to motorcycling.
- 1.4 To co-operate, by affiliation or otherwise, with all or any bodies, institutions or clubs directly or indirectly concerned with motorcycling in any of its phases.
- 1.5 To hold motorcycling events in which the Club members participate and to award such prizes or tokens of recognition that the organising Committee deems appropriate.
- 1.6 In general, to combine all such activities to further the above objectives, as the Committee may deem fit.

2. HEADQUARTERS

- 2.1 The Club House is based on the premises of Bavarian Motorcycles, Centurion Gate, c/o John Vorster and Akkerboom Streets, Centurion.
- 2.2 All correspondence and/or notices are to be addressed to:

BMW Motorcycle Club Pretoria, South Africa
PO Box 75474
Lynnwood Ridge
0040

3. STATUS

- 3.1 The Club shall consist of every paid-up member, but shall not have less than 10 (ten) Club members at any one time.

- 3.2 The Club shall be a separate legal entity, entirely distinct from its Club members and shall be capable of acquiring, holding, disposing of or alienating property; of suing or being sued; or in any other manner contracting in its own name and shall have perpetual succession until formally dissolved.
- 3.3 No profit made by the Club, in any manner whatsoever shall accrue to any individual member.

4. MEMBERSHIP

4.1 General

The membership of the Club shall be open to all persons owning or riding a BMW motorcycle and/or interested in any aspect of motorcycling, subject to the condition that such persons are acceptable to the majority of the Committee. In determining any question of eligibility for membership, the decision of the Committee shall be final.

4.2 Application for membership

- 4.2.1 Application for membership shall be made in writing on the official prescribed application form and the applicant shall undertake to subscribe to the constitution of the Club. A copy of the official prescribed application form is annexed hereto as Annexure "B".
- 4.2.2 It shall be a prerequisite for membership of the Club that, in addition to the prescribed application form, applicants complete the Indemnity form as contemplated in clause 4.10.6 infra.

4.3 Proposer and Seconder

- 4.3.1 Every prospective applicant for membership shall be proposed by one member and seconded by another member of the Club. The applicant's name and usual place of residence shall be recorded.
- 4.3.2 A person whose membership application is rejected, shall not be eligible to apply for membership within a period of 6 (six) months after such rejection.
- 4.3.3 A prospective member, excluding prospective Country members, shall attend a minimum of 1 (one) social event before a member may propose or second such application.

4.4 Classes

There shall be 8 (eight) types/classes of Club membership, namely: Individual, Family, Country Individual, Country family, Student, Honorary and Pensioner Individual and Pensioner Family membership:

4.4.1 Individual membership

- 4.4.1.1 Individual members shall be accepted as such members at a meeting of the Committee of the club, not less than 14 (fourteen) days after their nomination, in terms of clause 4.3 supra. 3.1.4

4.4.2 Family membership

- 4.4.2.1 Any direct family of a paid-up Club member may participate in any Club event.

- 4.4.2.2 The family membership shall constitute two voting members, over the age of 18, living together as a couple or in a family relationship.
- 4.4.3 Country Individual membership
 - 4.4.3.1 Country Individual members shall be accepted as such members in the same manner as Individual members, but must reside outside of a radius of 100 (one hundred) kilometres from the Clubhouse.
- 4.4.4 Country family membership
 - 4.4.4.1 Any direct family of a paid-up Club Country single member may participate in any Club event.
 - 4.4.4.2 The Country family membership shall constitute two voting members, over the age of 18, both living outside of a radius of 100 (one hundred) kilometres from the Clubhouse.
- 4.4.5 Student membership
 - 4.4.5.1 Student members shall be accepted as such members in the same manner as Individual members, save that they must be registered as “full-time” students and be able to produce proof from a recognised secondary or tertiary institution. Such proof must be attached to the application form.
 - 4.4.5.2 Part-time students do not qualify for this dispensation.
 - 4.4.5.3 On renewal of annual subscriptions, proof of continued “full-time” status must again be produced.
 - 4.4.5.4 No student member may be elected to or serve on the Committee.
- 4.4.6 Honorary membership
 - 4.4.6.1 Honorary member nominations shall be tabled at a meeting of the Committee of the Club at the next committee meeting after their nomination, in terms of clause 4.3.1 supra. Regard will be had to their past contribution as Club members to the Club. This is the Club’s most prestigious acknowledgement of past contribution of a club member to the Club and must be viewed in that light when addressed. The committee decision will be tabled at the AGM where honorary members approved shall be accepted and presented as such members.
 - 4.4.6.2 Honorary members will hold the same status as fully paid up members and have full voting and other rights. No membership fees are payable by honorary members.
- 4.4.7 Pensioner Individual membership
 - 4.4.7.1 Pensioner Individual members shall be accepted as such members in the same manner as Individual members, but must be retired and be able to produce proof of his or her retirement. Such proof must be attached to the application form.
 - 4.4.7.2 Notwithstanding the aforesaid, any Club member may upon reaching retirement apply to be declared a Pensioner single member at a meeting of the Committee. Any relaxation of these limits will be at the discretion of the Committee after receiving the appropriate written application.
- 4.4.8 Pensioner family membership

- 4.4.8.1 Pensioner family members shall be accepted as such members in the same manner as Family members, but must be retired and be able to produce proof of both member's retirement. Such proof must be attached to the application form.
- 4.4.8.2 Notwithstanding the aforesaid, Family members may upon reaching retirement apply to be declared Pensioner family members at a meeting of the Committee. Any relaxation of these limits will be at the discretion of the Committee after receiving the appropriate written application.
- 4.4.9 For purposes of this Constitution, "Club members" shall mean any member contemplated in clauses 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.4.6, 4.4.7 and 4.4.8 supra and who has complied with the provisions of clauses 4.1, 4.2, 4.3 supra, and 5.1, 5.2, 5.3 infra. Classes of membership shall be mutually exclusive.

4.5 Cession

No membership may be ceded and/or transferred and/or inherited.

4.6 Resignation

- 4.6.1 Any member, who wishes to resign or retire from the Club, may do so by notifying the Secretary of the Club, in writing of their intention.
- 4.6.2 Should a person resign from the Committee, the Committee reserves the right to appoint an existing Committee member in the vacant portfolio. Should a suitable candidate not be available within the current Committee the Committee may then co-opt a member of the club until the next election.
- 4.6.3 A co-opted member that has not been elected during the AGM has no voting rights.

4.7 Reprimand, Disciplinary Action, Suspension and Expulsion

- 4.7.1 Should the conduct of a member, in the opinion of the Committee, be improper or offensive and not in the interest of the Club, or be construed as committing a breach of the recognised rules and norms expected of Club members, such member shall appear before the Committee of the Club and may, at the discretion of the Committee, depending on the nature of the offence, be reprimanded, disciplined, expelled or suspended for a period of time or, may be or requested in writing by the Chairperson to resign from the Club.
- a. Such a member notified to appear before the committee, not attending such a meeting or refusing to do so, will be issued with a second notice with a new date and time to appear before committee and in again not attending after the second notice to do so, will without further notice be expelled for a period of time as determined by the committee.
 - b. This will be confirmed in writing by the Chairperson to such a member within 7 days of non-attendance.
- 4.7.2 The decision of the Committee shall be final and binding, subject to a decision of the Appeal Body, as indicated in clause 4.8 infra.
- 4.7.3 An expelled Club member may apply for membership in the usual manner after a lapse of 5 (five) years or lesser period as stipulated by the Committee.

- 4.7.4 The expelled Club member shall not be entitled to any form of subscription refund and shall be liable for any monies owing to the Club.
- 4.7.5 Should a Committee member be expelled or suspended from the Committee, the Committee shall deal with the vacancy according to the same procedure as a resignation as set out in 4.6 above.
- 4.7.6 Expelled Committee members (not expelled as a club member) may stand for re-election after a period stipulated by the Committee.
- 4.7.7 In the case where the conduct of the Chairperson is in question, the Committee may proceed as follows:
- a. Request the Chairperson to stand down and/or;
 - b. Table a vote of no confidence in the Chairperson at the next committee meeting, during which the Chairperson shall not be entitled to exercise any vote;
 - c. In the event that the Committee cannot reach a majority vote, then the Committee may request that the President of BMW Clubs Africa (or their designate) chair a meeting where the conduct of the Chairperson is tabled. In accordance with the *audi alterem partem* rule in law, the Chairperson shall be given an opportunity to respond to any allegations. The President of BMW Clubs Africa (or his designate) shall provide a written recommendation to the Committee on the matter within a reasonable period. The Committee shall then table a resolution to accept, amend or reject the recommendation, where the Chairperson shall not be entitled to exercise any vote.
 - d. Should the matter remain unresolved, then the Committee must call a Special General Meeting to resolve the issue or to elect a new Committee.

4.8 Right of appeal

- 4.8.1 Any Club member who has been suspended or expelled shall have the right to appeal against the decision of the Committee and shall appear before an Appeal Body, which will be constituted for this purpose.
- a. Such a member is required to submit his/her notice to appeal to the Chairperson or the Secretary within seven (7) days after the date of the notice to suspend or expel such a member, had been send to the member
 - b. Where after a date for the appeal will be determined and be communicated to the Appeal Body and the Club member in question.
 - c. Non-attendance to the appeal procedures without prior acceptable reason will result in the decision under appeal to be upheld.
- 4.8.2 The Appeal Body will comprise the Chairperson and two longstanding Club members. The Committee will nominate 4 longstanding club members, from which the appealing member can choose two members who will with the chairperson form the Appeal Body.
- 4.8.3 The longstanding Club members shall not be Committee members and shall be elected at a special meeting of the Committee.
- 4.8.4 The Chairperson shall not have a casting vote. The decision of the Appeal Body shall be final and binding.

4.8.5 A non-member of the club may be invited to assist with the Appeal Body in arriving at consensus. Such non-member shall be approved by the Committee and all the parties concerned. The decision of the Appeal Body shall be final and binding.

4.9 Forfeiture of rights

4.9.1 Any person shall, on ceasing to be a member of the Club, as a result of suspension or expulsion forfeits all rights to any claims upon the Club and/or its property and/or its funds. Such person shall, if requested to do so, return to the Club all badges or insignia issued to him/her whilst a member and shall not be entitled to any refund of any monies paid.

4.10 Address

4.10.1 Every member shall furnish, in writing to the Secretary of the Club, an address to which all correspondence and/or notices may be addressed. The Committee reserves the right to withhold any notices, should any member fail to furnish and/or update these details

4.10.2 A member's email address must still be supported with the residential address to ensure the Club can satisfy all legal and other requirements.

4.10.3 The postal address of the BMW Club, Pretoria can be changed to accommodate the new committee from time to time, provided that the new address is communicated to all members within 30 days after the AGM.

4.11 Indemnity

4.11.1 The Club, its agents, employees, Club members and persons for whom it is vicariously liable shall in no way be liable for any claims which may arise from injuries, losses and/or damages (including but not limited to consequential damages) sustained by a Club member or any person on or in the vehicle or any other person participating in or present at the motorcycling or associated event as arranged by the Club.

4.11.2 The injuries, losses or damages contemplated shall include, but shall not be limited to injuries, losses or damages arising out of participation in or being present at the motorcycling or associated event and/or consequential damages. The definition of "person" shall include, but not be limited to a Club member; family members, guests or invitees of a Club member; and shall also include the non-Club members participating in or present at the motorcycling or associated event as arranged by the Club.

4.11.3 The indemnity shall also extend to any negligent or wrongful acts or omissions carried out by the Club, its agents, employees, Club members and persons for whom it is vicariously liable in the organisation of the motorcycling or associated events.

4.11.4 Participation in any motorcycling or associated event as arranged by the Club is entirely at the risk of the Club members and other persons participating in or present at the event as any form of motorcycling is potentially dangerous.

4.11.5 Every Club member shall complete in full and sign the Indemnity form annexed hereto as Annexure "A", which completed and duly signed Indemnity form shall be submitted by an applicant together with his/her official prescribed application form as contemplated in clause 4.2 supra.

4.11.6 Any non-Club members participating in or present at a motorcycling or associated event, shall also sign the Indemnity form annexed hereto as Annexure "A", prior to any such motorcycling or associated event.

4.12 Introduction of guests

- 4.12.1 Any member may introduce a maximum of 2 (two) guests to the Club on a once a month basis and with due regard to the other Club members, provided that the member signs the referred to guests in the guest register and takes full responsibility for their conduct and will not depart from the Club or the club event before the guests.

5. FINANCIAL

5.1 Subscriptions

- 5.1.1 Subject to the provisions of clause 5.2 below, Club members shall each pay such annual subscription as may from time to time be decided upon at the Annual General Meeting. The annual subscription amount is due by a Club member in advance on or before the first day of January of each year, or such other date as may be decided upon at the Annual General Meeting.
- 5.1.2 A receipt, signed by the Treasurer or authorised committee member, shall be considered proof of payment of annual subscriptions. Receipt of such moneys will not constitute acceptance of membership by the Club.

5.2 New Club members

- 5.2.1 All new Club members shall pay a registration fee as may from time to time be decided upon at a Committee meeting and approved by the members at the Annual General Meeting

5.3 Arrears

- 5.3.1 Any member whose membership dues are not fully paid by 31 March, shall lapse.
- 5.3.2 Lapsed membership may be restored upon receipt by the Club of all subscriptions due by such Club member. Club members whose membership has lapsed will be liable for the full amount of the subscription fee plus a registration fee. Restoration of membership shall be at the sole discretion of the Committee.
- 5.3.3 Membership for existing fully paid up members, can annually be renewed as from 1 October - 31 December at the current year's subscription fees and will be known as the annual early renewal subscription

5.4 Bank and Savings Accounts

- 5.4.1 All moneys of the Club shall be deposited in the name of the Club at one or more banking or savings institution, as may be determined by the Committee from time to time. In its discretion, the Committee may conduct one or more accounts.
- 5.4.2 Any 2 (two) of the following office bearers, being Club members, shall be authorised to operate on the banking accounts of the Club for the purpose of inter alia signing cheques, bills of exchange, withdrawal forms and other instruments:
- 5.4.2.1 Chairperson; or
 - 5.4.2.2 Vice Chairperson, or
 - 5.4.2.3 Treasurer; or
 - 5.4.2.4 Secretary

5.5 Books of account

5.5.1 True and accurate books of account of the affairs of the Club shall be kept by the Treasurer. An account of income and expenditure and a balance sheet shall be submitted at the Annual General Meeting at the end of each financial year for approval.

5.6 Review of books of account

5.6.1 The Committee shall appoint an auditor, to review the books of the Club and to certify the review report.

5.6.2 Such auditors shall not be office bearers or Club members.

6. FINANCIAL YEAR

6.1 The financial year of the Club shall be from 1 January to 31 December in the year.

7. COMMITTEE

7.1 Control

7.1.1 The management and control of the affairs of the Club shall be vested in the Committee, consisting of not less than 5 (five) and not more than 9 (nine) Committee members, including the Chairperson, Vice Chairperson, Treasurer and Secretary.

7.1.2 The Committee members shall be elected by the majority of Club members present at the Annual General Meeting and should more than 9 members be nominated to serve on the committee, the 9 with the most votes will be/form the new committee.

7.1.3 The Committee members may at any time co-opt Club members to act in any capacity at the discretion of the Committee. Such co-opted Club member shall have no voting powers. Should a member be co-opted to the committee at the AGM, such a member of the committee will have full voting powers.

7.1.4 The entire Committee shall be elected either by ballot or by a show of hands. After the election, such elected Committee shall then vote a Chairperson and a Vice Chairperson in, either by ballot or by a show of hands.

7.1.5 Members who are dealing in, but also including members with direct family who are dealing in motorcycle sales, repairs, tours or events relating to motor cycle industry for commercial gain, cannot be elected to the committee or as chairperson, as there is the potential for conflict of interest.

7.1.6 The different portfolios will only be allocated and decided upon, once all the committee members can be present to do so

7.1.7 For purposes of this Constitution, "the Committee" shall mean the Committee contemplated in this clause 7, and "Committee members" shall mean those Club members appointed to serve on the Committee in accordance with the procedures contemplated in this clause 7.

7.2 Election

7.2.1 The Committee shall be elected at the Annual General Meeting and shall hold office for a period of 1 (one) year from the date of election or if elected during a year, until the following Annual General Meeting.

7.2.2 Committee members shall be eligible for re-election subject to the provisions of clause 9.2 infra.

7.3 Vacancies

7.3.1 Should a Committee member resign or no longer continue to serve on the Committee, the Chairperson will notify the remaining Committee members and call for a replacement.

7.3.2 Such a replacement Committee member shall be appointed in accordance with clauses 7.1 and 7.2 supra.

7.3.3 The person elected to continue the term of office of the retired Committee member shall have the same voting powers as that Committee member whom such elected Committee member replaces.

7.4 Quorum

7.4.1 5 (Five) duly appointed Committee members present at a Committee meeting shall constitute a quorum.

7.5 Irregularity of attendance

7.5.1 Should a Committee member fail to attend 2 (Two) consecutive Committee meetings without prior leave of absence from the Chairperson, the Committee member shall cease to hold office, but shall nevertheless be eligible for re-election subject to the provisions of clause 9.2 infra.

7.6 Powers

7.6.1 The Committee shall be entitled to:

7.6.1.1 Acquire, encumber or alienate any moveable or immovable property on behalf of the Club, provided such acquisition, encumbrance or alienation is made so as to benefit the Club or its members or to advance the Club's objectives. The Committee shall perform all such deeds as may be necessary to this end.

7.6.1.2 At its discretion, appoint, remove or suspend any person appointed to provide services to the Club and to empower such appointed person with such powers and duties as they deem fit.

7.6.1.3 Institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its office bearers, and concerning the affairs of the club. In addition, the Committee shall allow reasonable time for the payment or satisfaction of any debts due and/or claims made by or against the Club.

7.6.2 Draft, amend or repeal by-laws and regulations for the regulation of the affairs of the Club, its office bearers and Club members. Such drafting, amending or repealing of by-laws and regulations shall be passed at a Special General Meeting by a two-thirds majority of those Club members present and voting. Such meeting shall be called subject to the provisions of clause 10.4 infra.

7.6.3 Generally, execute all such acts which are not expressly directed to be done or performed by these rules, but which are instructed to be done by the Committee members in a general meeting.

8. SUB-COMMITTEES

8.1 Constitution

- 8.1.1 The Committee may appoint a selected sub-Committee to manage and control any special event organised by the Club.
- 8.1.2 The Committee may from time to time constitute a sub-Committee from Club members for the purpose of organising special motorcycling or associated events and such sub-Committee shall, at their discretion, be entitled to co-opt any Club member it may deem necessary.
- 8.1.3 All monies collected by, donated to or paid to the Club must initially be paid into the Club's banking account, where after on receipt and approval of the budget by the Committee, these monies or a portion thereof may be distributed to the selected sub-Committee for special events.

8.2 Chairperson

- 8.2.1 The Committee shall appoint the Convenor of such sub-Committee and the Convenor shall act as Chairperson at the meetings of the sub-Committee concerned.
- 8.2.2 Should the Chairperson not be present within the first 30 (thirty) minutes after the time for which the sub-Committee meeting was called, the Club members present shall elect one of themselves as Chairperson of that meeting by a show of hands.
- 8.2.3 The Chairperson shall convene the meeting of the sub-Committee and shall 7 (seven) days prior to the meeting, notify the sub-Committee, either by word of mouth or in writing of such meeting.

8.3 Meeting and voting

- 8.3.1 A sub-Committee may meet and adjourn at its own discretion.
- 8.3.2 Issues arising from the meetings shall be decided upon by a simple majority vote of the Club members present. Club members shall have 1 (one) vote, but in the case of equal votes, the Chairperson shall have a second or casting vote.

8.4 Quorum

- 8.4.1 Fifty percent or half of the members of the sub-Committee shall form a quorum.
- 8.4.2 Should no quorum be present within 30 (thirty) minutes after the time for which the meeting was called, the meeting shall be adjourned for at least 3 (three) days.

8.5 Adjourned meetings

- 8.5.1 Club members who are absent from adjourned meetings shall be notified of the holding of the next meeting.
- 8.5.2 Those Club members present at such next meeting shall constitute a lawful meeting and may consider and pass resolutions.

8.6 Authorisation

- 8.6.1 Sub-Committees may pass resolutions and carry them into effect, if so authorised by the Committee.

8.7 Report of sub-Committees

- 8.7.1 All sub-Committees shall from time to time through the Chairperson of the sub-Committee, report on their actions to the Committee. A written summary of such report shall be submitted to the Committee at the meeting where the report is made.

9. OFFICE BEARERS

9.1 Designations

- 9.1.1 The office bearers responsible to assist in the effective running of the Club shall be the Chairperson, Vice Chairperson, Treasurer and Secretary, together with a maximum of 5 (five) Committee members.

9.2 Re-election of office bearer

- 9.2.1 All office bearers shall be eligible for re-election.
- 9.2.2 The office bearers are entitled to remain in office for as many times as they are re-elected to serve on the Committee and providing such office bearers remain paid-up club members.
- 9.2.3 The Chairperson and Vice Chairperson shall be eligible for re-election, but serve only 2 (two) consecutive years and must then stand down as Chairperson and Vice Chairperson.

9.3 Duties

- 9.3.1 Chairperson shall preside over all Committee meetings of the Club. In the absence of the Chairperson, the Vice Chairperson shall, and failing the Vice Chairperson, the Treasurer shall, and failing the Treasurer, a Committee member as appointed by the Committee may be delegated to substitute the Chairperson.
- 9.3.2 The Chairperson and/or his/her selected representative(s) shall represent the Club as required and shall maintain links with BMW Clubs Africa, BMW SA, and other organisations contemplated in clause 1.5**
- 9.3.3 Vice Chairperson shall assist the Chairperson with the running of the Club paying particular attention to administrative matters and shall act for and on behalf of the Chairperson in his or her absence. Should the Chairperson vacate office for any reason, the Vice Chairperson shall become Chairperson until the end of the current term of office of the Chairperson.
- 9.3.4 Treasurer shall be responsible for the management of the Club funds, which shall include the collection of monies, the keeping of records of all income and expenditure, and the keeping of an accurate and updated record of Club members.
- 9.3.5 Secretary shall keep accurate minutes of all Committee meetings of the Club and shall call any meetings by means of written notices as sent to the Club members, by means of general notice boards in the Club house or by word of mouth, depending on the situation

and requirements of this constitution. The Secretary shall, in addition, co-ordinate any other administrative functions deemed necessary by the Committee from time to time.

10. MEETINGS

10.1 Ordinary General Meetings

10.1.1 Ordinary General Meeting shall be all meetings, other than:

10.1.1.1 Annual General Meetings;

10.1.1.2 Special General Meetings; and

10.1.1.3 Committee Meetings.

10.1.2 Ordinary General Meetings shall be called by means of a 14 (fourteen) day prior written notice, to be sent to all Club members.

10.2 Annual General Meetings

10.2.1 A general meeting of Club members shall be held annually in March and shall be called the Annual General Meeting.

10.2.2 A written notice of intention to hold an Annual General Meeting 14 (fourteen) days prior to the said meeting shall be sent to all Club members.

10.2.3 The agenda of the Annual General Meeting shall include the consideration of:

10.2.3.1 the state of the income and expenditure account;

10.2.3.2 the reviewed balance sheet;

10.2.3.3 the report of the Committee;

10.2.3.4 generally any business arising from this report; and

10.2.3.5 the election of new Committee members for the forthcoming year.

10.3 Special General Meeting

10.3.1 The Committee may, whenever it deems fit and/or upon a requisition made in writing and signed by not less than 40 (Forty) Club members and specifying the object of the meeting and deposited with the Chairperson or Secretary of the Club, call a Special General Meeting of Club members.

10.3.2 Such meeting shall be called by means of a written notice to be delivered 14 (fourteen) days after the deposit of the requisition and with 7 (seven) days clear notice of every meeting.

10.3.3 The object of the meeting shall be given to every member of the Club in the written notice.

10.4 Resolutions

10.4.1 Any resolution passed by a two-thirds majority of Club members present at any Ordinary General Meeting, Annual General Meeting or Special General Meeting shall be binding on all Club members.

10.5 Committee Meetings

10.5.1 The Committee shall meet at least once every month for an ordinary meeting on a date and place mutually agreed upon at the previous meeting.

10.5.2 The Chairperson may at any time call a special meeting provided that the Committee members shall have been informed of the purpose of such meeting 14 (fourteen) days prior to such meeting.

10.5.3 Every member of the Committee shall have 1 (one) vote, and in the case of equality of votes, the Chairperson shall have the additional or casting vote.

10.6 Quorums

10.6.1 General

10.6.1.1 No matter shall be decided at any of the aforementioned meetings, unless a quorum of members is present at the time of such meeting.

10.6.2 Ordinary, Annual and Special General Meetings

10.6.2.1 In the case of Ordinary General Meetings, Annual General Meetings and Special General Meetings, a quorum shall consist of 5 (Five) Committee members and 21 (twenty one) Club members who are registered to vote.

10.6.3 Committee Meetings

10.6.3.1 In the case of Committee Meetings, a quorum shall consist of 5 (Five) Committee members.

10.7 Postponed meetings

10.7.1 If there is not quorum present within 30 (thirty) minutes after the appointed time for the meeting then, in the case of:

10.7.2 A Special General Meeting, the meeting shall be dissolved.

10.7.3 An Ordinary General and Annual General Meeting, the meeting shall be dissolved to the same day of the following week.

10.7.4 Notwithstanding the provisions of sub-clause 10.7.2 supra, the Chairperson may adjourn the meeting from time to time and from place to place as he sees fit, but no business shall be transacted at such a continued meeting other than the unfinished business from the meeting from which the adjournment took place.

10.8 Quorum at adjourned meetings

10.8.1 The Club members present shall form a quorum at any adjourned meeting.

- 10.8.2 The Chairperson shall take the chair at the adjourned General Meeting and if such officer has not been appointed, or if he is not present within 30 (thirty) minutes after the appointed meeting time, the Vice Chairperson and failing that, the Treasurer and failing that, then one of the other Committee members, shall take the chair.
- 10.8.3 Every registered Club member shall have 1 (one) vote, except in the case of equality of votes, when the Chairperson shall be allowed an additional or casting vote.
- 10.8.4 Except where otherwise provided, resolutions shall be decided at meetings by a showing of hands, or by the use of ballot papers. A resolution shall be deemed to have been carried by all the Committee members by the approval of a simple majority of the Committee members present at the meeting.

11. FINANCIAL STATEMENTS AND BOOKS

- 11.1 The office bearers of the Club shall be responsible for the safe keeping of all financial statements, books and documents pertaining to the Club.
- 11.2 The Club's financial statements, books and other documents shall be open to inspection by Club members, but no person shall be entitled to such inspection without the authority of the Chairperson and failing that, the consent of the Committee.

12. CONSTITUTION

- 12.1 Each member shall have access to the Constitution and any amendments thereto.

13. AMENDMENTS

- 13.1 Club members may, if they deem it necessary, repeal, vary and/or amend the Constitution of the Club by means of a majority vote of not less than two-thirds of its Club members present and voting at a Special General Meeting, written notice being given in terms of clause 10.3 supra.

14. INTERPRETATION

- 14.1 The Committee shall be the sole authority for the interpretation of these rules and of the by-laws or regulations made or to be made there under, and the decision of the Committee on any matter of interpretation or any matter affecting the Club and not provided for by the above, shall be final and binding on its Club members.

15. NO PROVISION IN CONSTITUTION

- 15.1 Any matter for which no provision has been made in the Constitution, shall be submitted to the Committee for its attention and decision.
- 15.2 This includes the nomination of honorary members, approved by the committee, but with the provision that these specific approvals be presented at the AGM.

16. DISSOLUTION

- 16.1 A resolution for the dissolution of the Club shall be passed by a two-thirds majority of the Club members present, at an Ordinary General Meeting.

- 16.2 Thereafter the resolution shall be passed at a Special General Meeting held not less than 1 (one) month after the Ordinary General Meeting, at which no less than one half of the Club members are present.
- 16.3 The Committee shall thereafter proceed to realise the property of the Club and after discharging all liabilities, the remaining assets, which assets shall include the realised income from the assets, shall be allocated to a welfare organisation, as directed by the Club members at the Special General Meeting.
- 16.4 No Club member shall receive or derive any benefit from this transaction.
- 16.5 Upon completion of the duties listed in clause 16.3, the Club will be dissolved.
- 16.6 In the event of the Club being wound up, there shall be no liability incurred by Club members provided that all subscription fees and any money owing to the Club by the member are paid up.
- 16.7 The Committee, its members and office bearers shall be indemnified by the Club members in respect of all reasonable contracts and undertakings made for the benefit of the Club by these persons and with the sanction of the Committee.

Revised: AGM March 2015

Annexure "A"

INDEMNITY

I, _____ the undersigned,

(Full names and identity number) do hereby declare:

I understand that any form of motorcycling is potentially dangerous and that participation in and/or presence at the motorcycling or associated event as arranged by the BMW Motorcycle Club Pretoria (the "Club") is potentially dangerous. I hereby indemnify the Club, its agents, employees, members and persons for whom it is vicariously liable against all or any claims which may arise from injuries, losses and/or damages (including but not limited to consequential damages) sustained by me or any person on or in the vehicle or any other person participating in or present at the motorcycling or associated event as arranged by the Club. The injuries, losses or damages contemplated shall include, but shall not be limited to injuries or losses arising out of participation in or being present at a motorcycling or associated event. The definition of "person" shall include, but not be limited to a member, family members, guests or invitees of a member, and shall also include the non-members participating in or present at the motorcycling or associated event. This indemnity shall also extend to any negligent or wrongful acts or omissions carried out by the Club, its agents employees, members and persons for whom the Club is vicariously liable, in the organisation of the motorcycling or associated event.

DATED at _____ on this _____ day of _____ 201__.

_____ SIGNED

AS WITNESSES

1. _____

2. _____