



REPUBLIC OF SOUTH AFRICA

COMPANIES ACT 71 OF 2008, AS AMENDED

MEMORANDUM OF INCORPORATION OF A NON-PROFIT COMPANY

WITH MEMBERS

(The "MOI")

THE JEEP CLUB SOUTH AFRICA NPC

(hereinafter referred to as "the Club" or "the Company")

Registration Number of Company

2013/160369/08



Contents

1.	DEFINITIONS.....	3
2.	INCORPORATION	4
3.	MAIN OBJECTIVES.....	6
4.	MEMBERSHIP.....	7
5.	RIGHTS AND OBLIGATIONS OF MEMBERS.....	9
6.	MEMBERSHIP.....	10
7.	RULES	11
8.	DIRECTORS POWERS AND DUTIES	12
9.	REMOVAL AND ROTATION OF DIRECTORS AND OFFICERS.....	13
10.	CHAIRMAN AND OFFICERS.....	14
11.	COMMITTEES AND DELEGATION.....	15
12.	DIRECTORS' EXPENSES.....	16
13.	POWERS OF DIRECTORS	16
14.	PROCEEDINGS OF DIRECTORS' MEETINGS.....	17
15.	GENERAL MEETINGS	17
16.	NOTICE OF GENERAL MEETINGS	18
17.	PROCEEDINGS AT GENERAL MEETINGS	18
18.	QUORUM.....	19
19.	VOTING.....	20
20.	PROXIES.....	21
21.	RESOLUTION IN WRITING BY MEMBERS.....	22
22.	MINUTES AND INSPECTION	22
23.	ACCOUNTS AND ACCOUNTING RECORDS.....	22
24.	FINANCIAL STATEMENTS	23
25.	NOTICES.....	24
26.	DISCIPLINARY PROCEEDINGS	24
27.	INDEMNITY.....	25
28.	AMENDMENT	25
29.	USE OF LOGOS.....	25
30.	WINDING-UP	26



The Memorandum of Incorporation of the Club is as follows

1. DEFINITIONS

- 1.1 In the interpretation of this MOI, unless inconsistent or otherwise indicated by the context:
- 1.1.1 "Act" means the Companies Act 71 of 2008, as amended;
 - 1.1.2 "AGM" means Annual General Meetings;
 - 1.1.3 "MOI" means the Memorandum of Incorporation of the Club;
 - 1.1.4 "Club" or "Company" means THE JEEP CLUB SOUTH AFRICA NPC;
 - 1.1.5 "Chairman" means the Chairman of the Board of Directors;
 - 1.1.6 "Regional Chairmen" means the Chairmen of the Regional Committees;
 - 1.1.7 "Commissioner" means the South African Revenue Services Commissioner
 - 1.1.8 "Members' Handbook" means the Members of the Club's Handbook;
 - 1.1.9 "Directors / Board" means the directors for the time being of the Club;
 - 1.1.10 "in writing" means written, printed or lithographed or partly one or partly another, and other modes of representing producing words in a visible form;
 - 1.1.11 "month" means one calendar month;
 - 1.1.12 "Member" means a Member of the Club as set out in Clause no 4 of this MOI;
 - 1.1.13 "body" means anybody of persons whether incorporated or unincorporated having perpetual succession, and shall include any statutory body;
 - 1.1.14 "the Office" means the registered office of the Club.
 - 1.1.15 "Jeep" means a vehicle that displays the factory or trade name "Jeep" and/or "Willys" and as further defined in clause 4.5 of this MOI;
 - 1.1.16 "Region" means the allocated province in which Members reside.
 - 1.1.17 "Regional" means either one or all of the current regions, namely KwaZulu-Natal (KZN); Western Cape (WC) and Gauteng.
- 1.2 A reference to a section by number refers to the corresponding section of the Companies Act, 2008.
- 1.3 Words that are defined in the Companies Act, 2008, bear the same meaning in this Memorandum as in that Act.



- 1.4 Words importing the masculine gender include the feminine and the neuter gender and words in the singular number include the plural, and words in the plural number include the singular, unless the context otherwise requires.
- 1.5 The headings above any clauses in this Memorandum are for information purposes only and are not provisions of this Memorandum.

2. INCORPORATION

- 2.1 The Club was incorporated in 2013 as a non-profit Company with Members, and the provisions of Section 10 and Schedule 1 of the Companies Act shall apply to the Company.
- 2.2 The Club is incorporated in accordance with and governed by —
 - 2.2.1 the unalterable provisions of the Companies Act, 2008 that are applicable to Non Profit Companies; and
 - 2.2.2 the alterable provisions of the Companies Act, 2008 that are applicable to Non-Profit companies, subject to any limitations, extensions, variations or substitutions set out in this MOI; and
 - 2.2.3 Applicable provisions of Sections 18A and 30 of the Income Tax Act, No 58 of 1962 (the Income Tax Act). The Club, having met the requirements of a Recreational Club as set out in Section 30A(2) of the Income Tax Act, has been granted Income Tax Exemption in terms of Section 10(1)(cO) of the Income Tax Act. Annual receipts and accruals are therefore subject to the provisions of Section 10(1)(cO) of the Income Tax Act. Accruals and receipts from trading or business activities which fall outside of the parameters of Section 10(1)(cO) of the Income Tax Act will be subject to tax. Donations made to or by the Club are exempt from Donations Tax in terms of Section 56(1)(h) of the Income Tax Act; and
- 2.3 The Company has, subject to Section 19(1)(b)(i) of the Act, all of the legal powers and capacity of an individual, and the legal powers and capacity of the Company and is not subject to any restrictions, limitations or qualifications save to the extent that the MOI provides otherwise; and
- 2.4 There is no provision of the MOI which constitutes a restrictive condition as contemplated in Section 15(2)(b) of the Act; and



- 2.5 The Company must not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless how the income or the asset was derived, to any person who is or was an incorporator of the Company or to a Director or person appointed a Director of the Company except :-
- 2.5.1 as reasonable remuneration for goods delivered or services rendered to or at the direction of the Company;
 - 2.5.2 as reasonable payment of, or reimbursement for, expenses incurred to advance the Company's main objectives and aims.
 - 2.5.3 as a payment of an amount due and payable by the Company in terms of a bona fide agreement between the Company and that person or another;
 - 2.5.4 As payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance the main objectives and aims of the Company.
 - 2.5.5 In respect of any legal obligation binding on the Company.
- 2.6 For so long as the Company is a non-profit Company:
- 2.6.1 The Company will not accept any donation which is revocable at the instance of the donor, save to the extent contemplated in section 30(3)(b)(v) of the Income Tax Act;
 - 2.6.2 The Company will submit to the Commissioner a copy of any amendment to the MOI of the Company;
 - 2.6.3 The Company will comply with such reporting requirements as may be determined from time to time by the Commissioner;
 - 2.6.4 The Company shall comply with such further applicable conditions as may be prescribed from time to time in terms of section 30(3) of the Income Tax Act; and
 - 2.6.5 The Company will not use its resources directly or indirectly to support, advance or oppose any political party.
 - 2.6.6 The income and property of the Company where so ever derived will be applied solely towards the furtherance of its objectives and aims, and no portion thereof shall be distributed whether directly or indirectly, to any person (otherwise than in the course of undertaking any public benefit activity): Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration (as defined in the Fourth Schedule to the Income Tax Act) to any employee, office bearer or other person, having regard to what is generally considered reasonable in the sector, and in return for any services actually rendered to the Company.



- 2.6.7 Upon the winding up, deregistration or dissolution of the Company, the assets of the Company remaining after the satisfaction of all its liabilities shall be transferred to any public benefit organisation contemplated in section 30(3)(b)(iii) of the Income Tax Act having objects similar to the Company's object to be determined by the Directors at or before the time of its winding up, deregistration or dissolution; or institutions, Boards or bodies which are exempt from tax in terms of the provisions of Section 10(1)(c0) of the Income Tax Act, which have as their sole business/objective of carrying on of any public benefit activity similar to that envisaged in Clause no 3 of the Club's MOI. No past or present Director, or person appointed a Director, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied.
- 2.6.8 To the extent that any clause of the Club's Members' Handbook or Committees Terms of Reference are in conflict the provisions of this MOI, the MOI shall prevail.

3. MAIN OBJECTIVES

The main objectives of the Club are the following:

- 3.1 To coordinate the owners of all four-wheel drive vehicles that carries the name "Jeep and "Willys" into an association of four-wheel enthusiasts.
- 3.2 To plan and execute functions that involves the use of Jeep branded vehicles.
- 3.3 To promote safety by the compliance with the Act on Road Traffic and accompanying Regulations and all future amendments to the Act as it may change; to contribute towards the protection of our national resources like land, water, mountains, forests and fauna.
- 3.4 To promote environmentally friendly behaviour and ensure that the Club Members adhere to all Rules and Regulations as set by Government and other relevant Associations and Organisations as may be applicable.
- 3.5 To lend assistance in case of any national or local disaster when requested to do so.
- 3.6 To associate with any other Clubs, societies or organisations with similar aims on provincial or national level which adds to the involvement of the 4x4 community.



- 3.7 To pursue any ancillary objectives that may be necessary to enable the Club to achieve its main objectives and aims.

4. MEMBERSHIP

- 4.1 Membership shall, subject to the provisions of Clause 4. of this MOI, be open to all Natural Persons who subscribe to the objectives of the Club and who have a Jeep/s registered in their name, and who on application in such form and manner as determined from time to time by the Board, and subject to such Membership fee as may be determined by the Board from time to time, are admitted as a Member of the Club.
- 4.2 All Club Members must have a Jeep registered in their name to qualify for Membership.
- 4.3 The Board reserves the right to refuse Membership at its sole discretion; to determine the type of Membership; and to classify the vehicles at its sole discretion.
- 4.4 Membership is valid for 12 (twelve) calendar months starting on the first day of Payment to the Club, provided that the Member retains ownership of a Jeep.
- 4.5 The following will qualify as a Jeep:
- 4.5.1 Standard vehicles that carry and/or display the factory or trade name "Jeep" and/or "Willys".
- 4.5.2 Modification of vehicles will be restricted:
- 4.5.2.1 To such extent where the performance, handling and ground clearance of vehicles are improved and/or modifications approved and/or recommended and/or installed by the manufacturer.
- 4.5.2.2 Modified vehicles are those vehicles that carry the name "Jeep" and/or "Willys" but do not comply with the requirements for standard vehicles and/or where the chassis, engine and/or propulsion force is not from the manufacturer of "Jeep" or "Willys".
- 4.5.2.3 Replica vehicles are such vehicles that do not necessarily carry the factory name or trademark of "Jeep" or "Willys" but give the initial impression of a "Jeep" or "Willys" e.g. by using a replica bodywork. Vehicles from recognised manufacturers other than "Jeep" or "Willys" resembling the "Jeep" or "Willys" body form and/or with a manufacturer's name other than "Jeep" or "Willys" displayed on the vehicle, will not be allowed.



- 4.6 All applicants who are natural persons must be 18 (eighteen) years and older.
- 4.7 The admission of any applicant to Membership shall be entirely within the discretion of the Board, and subject to such conditions as the Board may determine from time to time.
- 4.8 Membership of the Club shall be divided into the following categories:

4.8.1 Organic Members

This Member owns a Jeep and pays the annual Membership fee as determined by the Board from time to time. An Organic Member has a 12-month membership cycle from date of payment.

An Organic Member must attend a minimum of three Club Events to be able to vote at the AGM and General Meetings.

An Organic Member is entitled to use the Club VHF Radio frequencies as long as his Membership fees has been paid in full. If he does not renew his annual Membership, the Member shall not be allowed to use the Club VHF Radio frequencies and must have them removed at their own cost.

Organic Members are entitled to One vote each at the AGM or General Meetings.

4.8.2 JOG

This Member has a New Jeep from one of FCA's Franchises and receives a Club Membership for a period of 12 months. The JOG Members activation takes place in the month of purchase and runs for a period of twelve months. JOG Members are also allowed to use the Club VHF Radio frequencies whilst a Member and must have them removed at their own cost when not renewing their Membership.

The JOG Member must have attended a minimum of three Club Events in order to vote at the AGM or General Meetings.

JOG Members are entitled to One vote each at the AGM or General Meetings.

4.8.3 Honorary Members

This category of Membership is awarded to Members who have served the Club in an exemplary manner for a very lengthy period of time.



The selection of an Honorary Member will be made by the Board at its sole discretion.

Honorary Members pay no annual Membership fees and have the same rights as an Organic Member.

Honorary Members are entitled to One vote each at AGMS and General Meetings.

4.8.4 Dealer Principle and FCA Members

All FCA approved Franchises selling the Jeep Model shall receive a Club Membership for the Dealer Principle for the period the Dealer Principle is authorised to sell Jeeps.

This Membership can be used by the Dealership for staff to book and attend Club Events throughout the country, using Dealership registered Jeeps.

No Membership fee will be payable by the FCA approved Franchises/Dealer Principle and they have no voting rights at AGMs and General Meetings.

4.9 For purposes of the imposition of Membership fees, the Board of directors may create and distinguish further categories of Membership and may also reduce the categories of Membership. As this entails an amendment to Clause no 4 of the MOI, approval by special resolution of the Members will be required.

4.10 There is no restriction on the maximum number of Members in the Club. At all times, the minimum number of Members of the Club may not be less than 20 (twenty).

4.11 Any Member of the Club shall cease to be a Member of the Club:

4.11.1 If the Member resigns; or

4.11.2 If the Membership is terminated in terms of this MOI or the Committees Terms of Reference or the Club's Members' Handbook.

4.11.3 Membership of the Club shall cease being a body upon its winding up whether voluntary or compulsory.

4.11.4 If the Member is no longer a registered owner of a Jeep.

5. RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 A Member wishing to resign as a Member of the Club must send in his letter of resignation at least three (3) months before the renewal date of his annual Membership fees to the Jeep Club Secretary/Executive Director by mail, telefax or Email. If such notice is not received by



the Club timeously, the Member shall be liable to pay for the ensuing year's Membership fees in full, after which its Membership shall be deemed to lapse.

- 5.2 The Membership of any Member whose Membership fees is not paid within one (1) month of the due date for payment thereof shall automatically be terminated. The Board of directors may at their discretion upon payment of such Membership fees, reinstate such Member's Membership.

6. MEMBERSHIP FEES

- 6.1 Membership fees for Organic Members brought on from the start of the Club shall be payable annually on the first day of March, or as otherwise determined by the Board, and it shall be the duty of the Member concerned to pay the Membership fees when it falls due.
- 6.2 Membership fees will be set by the Board annually who may determine different Membership fees in respect of different classes of Members and in respect of different sub-classes within each such class.
- 6.3 The directors may decline to accept any renewal Membership fees from any Member, and in such event such Member's Membership shall terminate on the due date for payment of the Membership fees which has been declined.
- 6.4 The Board may, at its discretion in addition to annual Membership fees charged to Members in terms of Clause no 6.2 above, impose on Members such further levies as is deemed necessary for the purposes of the Club; provided that:
- 6.4.1 Such levies shall not exceed the amount reasonably required by the Club, as determined by the directors in consultation with the auditors, to defray urgent expenses up to the end of the financial year in which such levy is raised;
- 6.4.2 At least thirty (30) days written notice shall be given to Members requiring payment of such levies;
- 6.4.3 The Board may, in imposing such levies, differentiate between different classes of Members mutatis mutandis as envisaged in clause 4.9 of this MOI.
- 6.5 In the event of any Member's Membership of the Club ceasing for any reason in terms of this MOI or the Club's Members' Handbook, or the Committees Terms of Reference, the Club



shall not be required to refund any portion of Membership fees paid for any period in advance of the date when such Membership ceased.

- 6.6 The Board may in its sole discretion allow discounts to Members paying Membership fees in advance in respect of future years.
- 6.7 Nothing shall preclude the Board in its discretion from allowing discounts in respect of Membership fees provided they are reasonable and consistent with good business practice.

7. RULES

- 7.1 The Board may in the Club's Members' Handbook, make reasonable rules in regard to the running of the Club, the conduct of its Members in regard to marketing and related subjects and generally in respect of any subject which the Board considers may be conducive to the attainment of the objectives and aims of the Club in line with this MOI or the Club's Members' Handbook and the Committees Terms of Reference.
- 7.2 The rules may in addition to such other penalties as they may prescribe for any breach by any Member of the rules or this MOI or the Club's Members' Handbook of the Committees Terms of Reference, lay down a system of fines payable by Members for breach thereof, and any fines which may be imposed by the Board in terms of Clause no 26.1 of this MOI, as determined in terms of such rules shall be a debt owing by the defaulting Member to the Club.
- 7.3 Notice of the Board's intention to make any rules together with a draft copy of such rules, as is contained in the Club's Members' Handbook shall, fifteen (15) business days prior to adoption, be made available to each Member of the Club for their comment.
- 7.4 After the Board has adopted any rules envisaged in Clause 7.3 of this MOI, it shall give notice to each Member of the adoption of such rules, and made available a copy thereof as contained in the Club's Members' Handbook to each Member.
- 7.5 The Board may from time to time adopt and approve codes of practice which may have been formulated by any other statutory industry body to which the Club may be aligned. Upon their adoption of such rules and codes, such codes of practice shall have the force of rules made by the Board. In the event of the Board intending to adopt any code of practice, the provisions of Clause 7 of this MOI shall mutatis mutandis apply.



7.6 Until such time as the Board otherwise determines, the rules and / or codes of practice currently adopted by the Club, together with that of any other statutory industry body to which the Club is aligned, as is contained in the Club's Members' Handbook, shall be deemed to have been codes of practice adopted by the Board in terms of this MOI or the Club's Members' Handbook.

7.7 The Board may further from time to time determine that codes of practice previously adopted shall no longer apply.

8. DIRECTORS POWERS AND DUTIES

8.1 The Directors shall be elected by the Members at the AGM. A nominated Director must have served on a Regional Committee for a minimum of two years before being eligible to stand for Directorship of the Club.

8.2 Subject to the provisions of the Act, the Board of Directors of the Club shall consist of not less than three (3) and no more than nine (9) directors.

8.3 All directors may elect to be a Member of the respective Regional Committees

8.4 Subject to Clause 8.2 of this MOI, the Directors shall be entitled, by majority resolution, to appoint no more than 2 (two) Members to the Board of directors as they may deem fit. Any director appointed by the Board shall remain a director until the first AGM after his appointment. If he is re-elected at the AGM, he shall be deemed to have served one (1) year as a director and shall be entitled to serve a further two (2) years, and be eligible for re-election.

8.5 Prior to his appointment as a director of the Club, every person nominated for appointment as envisaged above, shall signify his acceptance of such appointment by signing and delivering a consent letter to the office of the Club.

8.6 Upon any vacancy occurring in the Board of Directors prior to the next AGM, the vacancy in question shall be filled by a person nominated by the remaining directors for the time being in office.



- 8.7 Members may at the AGM nominate up to three (3) Members from Club Membership, one from each Regional Committee, provided that those nominated Members have served on a Regional Committee for a minimum of two years as is required in Clause no. 8.1 of the MOI. The Board will then consider such nominations and if thought fit, appoint the nominated Director/s at their first Board meeting following the AGM.

9. REMOVAL AND ROTATION OF DIRECTORS AND OFFICERS

- 9.1 The office of director shall be vacated by any director if,
- 9.1.1 he becomes ineligible or disqualified from holding the office of a director of a Company in terms of the provisions of the Act, or;
 - 9.1.2 he resigns his office by notice in writing to the Club; or
 - 9.1.3 he becomes of unsound mind; or
 - 9.1.4 he engages in conduct unbecoming to a director of the Club so as to bring it into disrepute; or
 - 9.1.5 he is directly or indirectly interested in any contract with the Club or participates in the profits of any contract with the Club; provided however that a director shall not be required to vacate his office by reason of his being a Member of any Company or firm which has entered into contracts with or done work for the Club, if he has, in advance, declared the nature of his interests to the Board in the manner as set out in the Act. This shall not apply to an Executive Director appointed by the Club in terms of Clause no. 13.4 of this MOI. Any director who has a conflicting interest shall declare his interest and recuse himself from the relevant discussions and not vote in respect of any such contract or works or any matter arising there from, and if he does so his vote should not be counted.
- 9.2 A director shall ipso facto cease to be such and shall be deemed to have been disqualified from being a director if
- 9.2.1 the director is no longer able to participate in Club outings.
 - 9.2.2 the director absents himself from the meetings of the Board for a period of two (2) consecutive Board meetings in a year without obtaining a leave of absence. Leave of absence shall consist of due notice by post, email, SMS or fax addressed to the Chairman and delivered to the Jeep Club Secretariat/Executive Director at least one (1) week prior to the holding of the meeting.



- 9.3 In the instance where a dispute arises for any of the reasons for the vacation of the office of a director as detailed in the abovementioned Clauses of this MOI above, the procedure for dealing with such disputes as is contained in the Club's Members' Handbook will apply.
- 9.4 Directors are considered to have been present if they attend either physically or via electronic communication.
- 9.5 Subject to the provisions of Clause no. 12 of this MOI, a director shall not directly or indirectly, save for the Executive Director, receive any remuneration for his services, and any director who shall have received remuneration in contravention of this MOI shall ipso facto cease to be a director.
- 9.6 Directors shall be elected for three (3) years to the Board, and may be eligible for a second three (3) year term after re-election by the Members at the AGM. Thereafter they must step down from the Board for at least three (3) years.
- 9.7 If any Officer of the Club resigns during their term, a replacement must be selected by the Board from the Members of the Board to take the place of that officer until the next AGM takes place.

10. CHAIRMAN AND OFFICERS

- 10.1 The Chairman shall be elected by the Board. The Chairman's term of office will be for a period of three (3) years. The Chairman may be eligible to stand for re-election for a second three (3) year term, after which the Chairman shall stand down from the Board for at least three (3) years.
- 10.2 If at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Deputy Chairman shall chair in his stead. If the Deputy Chairman is not present, or being present is not willing to act as the Chairman, the Board Members present shall choose the Deputy Chairman from amongst themselves to chair the meeting.
- 10.3 The other Officers of the Club shall be:-

A Deputy Chairman;



A Treasurer

These Officers shall be elected by the Board and the appointment will be for a term of three (3) years, and they may be eligible to stand for re-election for a second three (3) year term, after which they shall stand down from the Board for at least three (3) years.

11. COMMITTEES AND DELEGATION

11.1 The Board is authorised to set up Regional Committees to benefit and assist the Board with its duties.

11.2 Each such Regional Committees is to be governed by a Terms of Reference, as approved by the Board.

11.3 The Board may revise these Regional Committees annually and may either establish other Committees for other purposes as it deems fit, or may decide to disband any of the Regional Committees covered in Clause no 11.1 of this MOI if there is evidence that these are not operating to the benefit of the Club. Any such decision by the Board will not reflect on the Members of the Board.

11.4 The Board shall delegate relevant powers to the Regional Committees to ensure that they operate effectively. The Board shall not delegate those powers which would remove the responsibilities of the Board to function effectively for the benefit of the Members.

11.5 Membership of the Regional Committees

11.5.1 The Board shall determine the Membership of the Regional Committees.

11.5.2 The Regional Committees will nominate the Committee Chairmen to the Board for their approval of such appointment.

11.5.3 The Regional Committees will, through the Regional Chairmen nominate Committee Members to the Board for their approval.

11.5.4 The Regional Chairmen and Committee Members need not be Board members.

11.5.5 Questions arising at any meeting shall be decided on by a majority vote of the Members present, and in the case of an equality of votes, the Regional Chairmen shall not have a second or casting vote.



12. DIRECTORS' EXPENSES

Every Director shall at all times be entitled to be reimbursed for any reasonable expenses, such as travelling, subsistence and other expenses, incurred by him in the performance of his duties.

13. POWERS OF DIRECTORS

- 13.1 The affairs and business of the Club shall be managed and controlled by the Board who may exercise all such powers of the Club as are contained in this MOI or Club's Members' Handbook or the Act or any statutory modification thereof required to be exercised by the Club in a general meeting, subject nevertheless to this MOI or the Club's Members' Handbook, or the provisions of the Act or any modification thereof, and to such regulations not inconsistent with this MOI or the Club's Members' Handbook as may be prescribed by the Club in a general meeting; but no regulation made by the Club in a general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 13.2 The Board shall be vested with the sole power to borrow or raise money on behalf of the Club and for the purpose thereof to mortgage, hypothecate or pledge assets of the Club and to issue debenture bonds, provided this has been approved by all Board Members in line with an approved Delegation of Authority.
- 13.3 The Board may delegate any of its powers to the executive director on such terms and subject to such conditions as it may deem fit.
- 13.4 The Board shall appoint an Executive Director subject to such terms and conditions as it may deem fit and may remunerate any such executive director for his services. Any Executive Director shall be deemed a full time employee of the Club, a Member of the Board, and have all the powers and duties of a director in terms of the Act and this MOI. Such Executive Directors shall not be required to pay Membership fees, but shall be deemed for all purposes to be a Member of the Club.
- 13.5 The Executive Director shall head the Jeep Club Secretariat, executing and supervising the policies and decisions of the Club. He shall be supported by a central administration and be responsible for the daily operations and representation of the Club. He shall be mandated to



commit the Club to legally-binding contracts necessary for the daily running of the Club in line with an approved Delegation of Authority.

- 13.6 The Board may decide to set up an Executive Committees (ExeCom) to advise the Executive Director, consisting of the Chairman, Regional Chairmen, Vice/Deputy Chairman, Treasurer, the Executive Director and if so required, one or more designated Board Members and/or staff Members to assist in the running of the Club.

14. PROCEEDINGS OF DIRECTORS' MEETINGS

- 14.1 The Board may meet for the dispatch of business, adjourn or otherwise regulate its meetings as the directors think fit, save that:

14.1.1 Questions arising at any meeting shall be decided by a majority votes;

14.1.2 In the case of an equality of votes the Chairman shall not have a second or casting vote; and

14.1.3 Three or more directors may at any time summons a meeting of the Board of Directors by sending a written, signed request to the Jeep Club Secretariat/Executive Director.

14.1.4 A meeting of the Board shall be called by post, telefax or email by the Jeep Club Secretariat/Executive Director at least one (1) week before the meeting is to take place, the exception being for special meetings in which case at least two (2) days before the special meeting is to take place.

- 14.2 The quorum necessary for the transaction of business of the Board shall be the majority of the directors in office at any time; provided however that in order to form a quorum, Non-Executive directors shall outnumber the Executive Directors present at any meeting of directors.

- 14.3 The Chairman shall preside at all meetings of the Board; provided however that if at any meeting of the Board the Chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting, or being present is unwilling to act, the Deputy Chairman will chair the meeting.

15. GENERAL MEETINGS

- 15.1 The Club shall hold its AGM each year; provided that not more than fifteen (15) months shall lapse between the date of one AGM and that of the next and that an AGM shall be held within



eight (8) months after the expiration of the financial year of the Club and should be held more than two (2) months prior to the commencement of each financial year.

15.2 Other general meetings of the Club may be held at any time and all general meetings other than AGMs shall be called special general meetings.

15.3 AGMs and other general meetings shall be held at such time and place as the Board shall appoint or at such time and place as is determined if the meetings are convened under the relevant sections of the Act.

15.4 A general meeting may be called on the requisition of Members as determined in terms of Section 61 of the Act, provided that only Members entitled to vote at any general meeting shall be entitled to require a general meeting.

16. NOTICE OF GENERAL MEETINGS

16.1 A general meeting shall be called with at least fifteen (15) business days' notice.

16.2 A special meeting of the Club may be called by shorter notice than that specified if the requirements of Section 62(2) and (2A) of the Act are met.

16.3 Notice may be by post, telefax or email so long as it is addressed to the specific person in each Company so designated to represent that Company at a general meeting of the Club. Notice may be made available on a Members' only page of the Club's website.

16.4 The notice shall specify the place, the date and the hour of the meeting, and in the case of special business, the general nature of that business, and shall be given to Members in the manner hereinafter mentioned in Clause no 16.1 of this MOI.

17. PROCEEDINGS AT GENERAL MEETINGS

17.1 The General Meeting shall be validly constituted if collectively at least 30% (thirty percent), comprising 10% (ten percent) of the Members from each of the regions that are eligible to vote at the time of the General Meeting are present in person or by proxy.

17.1.1 Its decisions shall be made by a simple majority of those present in person or by proxy. A decision shall not be accepted if more than half the Members present in person or by proxy abstain.



17.1.2 If the quorum is not reached at the commencement of the meeting, the meeting shall be reconvened in terms of Clause no 18.1 of this MOI.

17.1.3 The General Meeting may only decide upon and implement modifications to the MOI or to the Club's Members' Handbook or the dissolution of the Club by Special Resolution, being 75% of the votes exercised at a General Meeting, so long as the quorum of the Members from each of the regions that are eligible to vote at the time of the General Meeting are present in person or by proxy in terms of Clause no. 17.1 of this MOI.

17.2 The Members at the AGM are responsible to elect the Board of the Club. Any AGM or General Meeting may remove directors by majority vote so long as a quorum of the paid up Members are present in person or by proxy and in line with Section 71 of the Act.

17.3 All business conducted at a general meeting shall be deemed special. General meetings may only conduct business as detailed on the agenda circulated previously. The following business is to be conducted at an AGM:-

17.3.1 The presentation of the annual financial statements including the report of the Board and the report of the Auditors;

17.3.2 The appointment/re-election of the auditors and the fixing of their remuneration;

17.3.3 The re-election of the directors of the Club.

17.4 No business shall be transacted at any general meeting unless a quorum of Members is present in person or by proxy at the time when the meeting proceeds to business.

18. QUORUM

18.1 If within thirty (30) minutes from the time appointed for any general meeting a quorum, as stated in Clause no 17.1 of this MOI, is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to a day not earlier than seven (7) days and not later than fifteen (15) business days after the date of the meeting, and if at such an adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting the Members present in person or by proxy shall be a quorum.

18.1.1 Where a meeting has been adjourned as above, the Club shall, on a day not later than five (5) days after the adjournment, publish the adjournment on the Club's website:

18.1.2 The date, time and place to which the meeting has been adjourned;

18.1.3 The matter before the meeting when it was adjourned; and



18.1.4 The grounds of adjournment,

And shall further give written notice to all Members and other persons entitled to receive notice of meetings, informing them of the adjournment of the meeting and stating the information referred to above in relation to such adjourned meeting.

18.2 The Chairman may with the consent of the majority of the Members at any General meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned as envisaged in this MOI the provisions of this MOI relating to the notice of the adjournment of the meeting as set out in Clause no. 18.1 of this MOI.

19. VOTING

19.1 Members who:-

19.1.1 Have complied with the Company's Code of Conduct as is contained in the Members' Handbook;

19.1.2 Have attended at least 3 (three) events organised by the Club or officially supported by the Club during the year; and

19.1.3 Who have fully paid their Membership fees have the right to vote.

19.2 At any general meeting, a resolution put to the vote shall be taken as the Chairman directs, either by show of hands, being one vote per Member, or on a poll, in which case the number of votes will be calculated as per clause 19.3 below.

19.3 On a poll at a general meeting, votes are to be calculated in respect of the categorisation of their Membership, namely: Organic (1 Vote each); JOG (1 Vote each); Honorary (1 Vote each).

19.4 On a poll at a general meeting, such poll should be taken in such manner as the Chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was held. In computing the majority on the poll regard shall be had to the number of votes to which each Member is entitled as set out above.



19.5 Scrutinisers shall be elected to declare the result of the poll and their decision, which shall be given by the chairman of the meeting, shall be deemed to be the resolution of the meeting at which the poll is taken.

19.6 On a show of hands at a general meeting, a declaration by the Chairman as to the result of the voting on any particular resolution and an entry to that effect in the minutes shall be conclusive proof of that result, without proof of the number of proportions of votes recorded in favour of, against, and as abstaining from such resolution.

19.7 The Chair of a general meeting shall not be entitled to a second or casting vote.

19.8 Members unable to attend a meeting may give their proxy (with reference to Clause no. 20 below) to the Chairman, or the Executive Director or the Regional Committee Chairmen or any other Member of the Club, who is attending the Meeting. This proxy is to be delivered to the Club prior to the proxy exercising any rights of the Member at a General Meeting.

20. PROXIES

20.1 Every Member who qualifies to vote in terms of Clause no. 19.1 of this MOI shall be entitled to attend any general meeting either personally or represented by proxy.

20.2 Any such proxy form shall be in writing, signed by or on behalf of the Member and subject to the provisions of the Act. A proxy form shall be in such form as is approved or accepted by the Board.

20.3 Any proxy form for use at any general meeting shall:

20.3.1 Be delivered prior to the proxy exercising any rights of the Member at a General Meeting or the resumption of an adjourned meeting at which the person named therein proposes to vote;

20.3.2 In addition to the authority conferred by the Act, except insofar as it otherwise provides, be deemed to confer the power generally to act at the general meeting in question, subject to any specific direction as to the manner of voting.

20.3.3 Be valid at every resumption of an adjourned meeting to which it relates, unless the contrary is stated therein;

20.3.4 Not be used at the resumption of an adjourned general meeting if it could not have been used at the general meeting from which it was adjourned for any reasons other



than it was not lodged timeously for the meeting from which the adjournment took place, or that the grantor of the proxy was personally present at the meeting;

20.3.5 Not be valid after the expiry of two (2) months after the date when it was signed unless it specifically provides otherwise.

20.4 A vote cast or act done in accordance with the terms of a proxy form shall be deemed to be valid notwithstanding:

20.4.1 The previous death, insanity or other legal disability of the person appointing the proxy; or

20.4.2 The revocation of the proxy unless a notice as to any of the abovementioned matters shall have been received by the Club at the office or by the Chairman of the meeting at the place of the general meeting if not held at the office, before the commencement or resumption (if adjourned) of the general meeting at which the vote was cast or the act was done or before the poll on which the vote was cast.

21. RESOLUTION IN WRITING BY MEMBERS

21.1 Subject to the provisions of Section 60 the Act, a resolution in writing signed by a sufficient number of Members as would be required at a quorate Members' meeting shall be as valid and effectual as if it had been passed at a duly called and constituted Members' Meeting. Such resolution may be signed in counterparts.

22. MINUTES AND INSPECTION

22.1 The directors shall cause a record to be made of all minutes and resolutions of the Members in general meeting in a book provided for that purpose.

22.2 The minutes kept in terms of Clause no 21.1 of this MOI (or any extract therefrom) which purport to be signed by the Chairman of that meeting or by the Chairman of the meeting where the minutes were adopted shall be prima facie evidence of the matters therein stated.

23. ACCOUNTS AND ACCOUNTING RECORDS

23.1 The directors shall cause to be kept such accounting records as are prescribed by the Act and in particular such accounting records as are necessary fairly to present the state of affairs and business of the Club and to explain the transactions and financial position of the Club.



23.2 The Club's accounting records shall be kept at the office or such other place or places as the directors think fit and shall at all reasonable times be open to inspection by the directors and by past directors but, in the case of the latter, only in respect of the period during which they held office as directors.

23.3 The directors shall from time to time determine whether, and to what extent, and at what times and places and under what conditions or regulations the accounting records of the Club or any of them shall be open to the inspection of Members, and no Member (not being a director) shall have any right to inspect accounting records or documents of the Club except as conferred by the Act or authorised by the directors.

23.4 Auditors shall be appointed by the Members (and if necessary removed and replaced) and their duties regulated in accordance with the Act.

23.5 The Board may establish any reserve fund or funds for the purpose of meeting contingencies or for the furtherance of any of the objectives and aims of the Club and such fund or funds may be invested as the directors deem fit.

23.6 The Board shall adopt detailed estimates of income and expenditure of the Club for the ensuing financial year. A copy of such estimate shall be recorded in the Minutes of the Board meeting held to approve such budget.

23.7 The estimates of income and expenditure referred to in Clause no. 23.6 of this MOI shall include income and expenditure whether on capital or revenue account.

24. FINANCIAL STATEMENTS

24.1 The directors shall, in accordance with the Act, prepare the annual financial statements within 6 months of the financial year end of the Club.

24.2 A copy of such financial statements in accordance with this MOI is to be presented to the Members at the AGM, together with a copy of the report of the Board and the report of the auditors, which documents are to be sent to every Member of the Club, or be made available on a Members' only page of the Club's website, no less than fifteen (15) business days' before the date of the AGM. In the latter case each Member shall be advised that the Financial Statement is available on the website.



25. NOTICES

25.1 A notice may be given by the Club to any Member, in the manner set out in Clause no 16 of this MOI, at the address, if any, within the Republic furnished by him to the Club for such purpose.

25.2 Notice of every general meeting shall be given in writing and shall be delivered by hand, or sent by post, or by email,

25.2.1 to every Member except those persons who have not supplied the address contemplated in Clause no. 25.1 of this MOI;

25.3 A notice served by post shall irrefutably be deemed to have been received and brought to the notice of the addressee at the time when the letter containing same was posted and, in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

25.4 Any notice by the Club shall be signed by a director or by someone authorised by the director.

25.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting,

25.6 The Club shall not be responsible for the loss in transmission of documents sent through the post to the address furnished by any Member to the Club for the giving of notices to him, whether or not it was so sent at his request.

26. DISCIPLINARY PROCEEDINGS

26.1 In the event of any Member (hereinafter referred to as the "defaulting Member") being in breach of this MOI or the Club's Members' Handbook, or any rules framed thereunder, or the Regional Committees Terms of Reference or acting in such manner as, in the opinion of the Board, to bring the Club into disrepute, the Board may take disciplinary proceedings against the defaulting Member as per the disciplinary proceedings detailed in the Club's Members' Handbook.



27. INDEMNITY

27.1 Subject to any contrary provision of the Act, every director and or prescribed officer of the Club shall be indemnified out of the Club funds against all authorised and approved costs, expenses and liabilities properly incurred by him in the course of the Club's business.

27.2 Every Member of the Board and prescribed officers shall be indemnified against all liability incurred by him in defending any proceedings (whether civil or criminal) arising out of any actual or alleged negligence, default, breach of duty or breach of trust on his part in relation to the Club in which judgment is given in his favour or in which he is acquitted or in connection with any matter in which relief is granted to him by the court in terms of the Act

27.3 Every director, manager and officer of the Club and every other person (whether an officer of the Club or not) employed by the Club, shall be indemnified out of the funds of the Club against all liability incurred by him as such director, manager, officer in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted or in connection with any application under Section 77(9)(10) of the Act in which relief is granted to him by the Court.

28. AMENDMENT

28.1 The Club may do anything which in terms of the Act may be done only if authorised by this MOI and, in particular and without limiting the generality of the foregoing, alter its MOI or Club's Members' Handbook in any way permitted by law subject to approval by its Members by special resolution.

29. USE OF LOGOS

29.1 Only Members of the Club may reproduce the Club's logo on writing paper, etc. or affix a plaque to their office, or display this on their website or refer to their Club Membership. If a Member fails to pay its annual Membership fees or is expelled, it shall immediately desist from using or otherwise exploiting the Club's logo. The Club reserves the right to introduce other logos for specific purposes or to withdraw the right to use the logo as a sanction against Members who do not apply the Club's self-regulatory codes.



30. WINDING-UP

30.1 If the Club is wound-up, whether voluntarily or compulsorily, or deregistered or dissolved, the assets remaining after payment of the liabilities of the Club and the costs of winding-up shall be given or transferred as per Clause no. 2.6.7 of this MOI.