

# GREATER OVERBERG FIRE PROTECTION ASSOCIATION

## CONSTITUTION APRIL 2016

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# Contents

## 1. Name of the Association

- a. The name of the Association is the:-

### **GREATER OVERBERG FIRE PROTECTION ASSOCIATION**

herein referred to as "the Association".

- b. The shortened name will be "goFPA".

## 2. Body Corporate

- a. The Association shall exist in its own right, separately from its members, and will continue to exist even if membership or office bearers are amended.
- b. The Association will be able to own property, capital or other assets, and will be able to sue and be sued in its own name.

## 3. Area of the Association

- a. The domain of the Association falls within the Overberg District Municipal boundaries.
- b. The general boundaries of the Association are described in Annexure A.
- c. The land use in the domain includes rural commercialized agricultural properties (commercialized and non-commercialized), rural communally owned properties, large mountainous conservation areas managed by conservation authorities and by private land owners, urban areas managed by local authorities, and other state land managed by various government departments.
- d. The Association is divided into Management Units, according to geographical areas.

## 4. The Address of the Association

- a. The postal address of the Association is:

Greater Overberg Fire Protection Association  
Private Bag X22  
Bredasdorp  
7280

- b. The physical address of the Association is:

Fire Station  
Long Street  
Bredasdorp  
7280

- c. The electronic communications address of the Association is:

[info@overbergfpa.co.za](mailto:info@overbergfpa.co.za)

## **5. Application of the Act to this Constitution**

- a. This constitution must adhere to Chapter 2 of the National Veld and Forest Fire Act, 1998 (No.101 of 1998) (the Act) and the regulations promulgated thereto.

## **6. The Objectives and Powers of the Association**

- a. The primary objective of the Association is to implement integrated fire management principles and activities by, among others, assisting in co-ordination of fire fighting resources, applying for financial assistance and implementing veld and forest fire related projects and providing overall assistance in preventing and managing veld and forest fires through dissemination of information, allocation of resources and the implementation of integrated management plans.
- b. The secondary objectives of the Association are to –
  - i. predict, prevent and assist with wildfires, where possible,
  - ii. assist members to comply with the Act, the regulations made in terms of the Act, this constitution and it's rules,
  - iii. improve the knowledge base for the implementation of integrated fire management strategies,
  - iv. improve awareness on integrated fire management and prevention, and
  - v. reduce fire risk associated with the occurrence of wildfires by devising integrated fire management plans.
- c. Funds and activities of the association will solely be utilised in the role as described in 6(a) and 6(b).

## **7. The duties and functions of the Association are to –**

- i. develop and implement a veld fire management strategy for the area,
- ii. make rules which will bind members,
- iii. regularly communicate the fire danger rating referred to in sections 9 and 10 of the Act to its members,
- iv. organise and train its members in firefighting, fire management and fire prevention,
- v. inform its members of equipment and technology available for preventing and fighting veld fires,
- vi. annually provide the Minister with statistics about veld fires within the Association,
- vii. provide any information requested by the Minister in order to prepare or maintain the fire danger rating system,
- viii. assist members to prepare applications for exemption from the duty to prepare and maintain fire breaks in terms of Section 15 of the Act,
- ix. carry out the powers and duties passed on to it by the Minister,

- x. appoint personnel to ensure compliance to the Act and to improve management capacity within the Association,
- xi. provide firefighting resources to members at a fee, when available,
- xii. provide technical support and information to members, including in instances where insurance claims are being investigated, when possible, and
- xiii. conclude agreements with adjoining Fire Protection Associations relating to matters of common interest and collaboration, where appropriate.

## **8. Membership**

- a. All land owners as defined by the Act and within the domain of the Association can become members.
- b. All land owners, lessees, state entities, municipalities, or communities, are members provided that they have –
  - i. applied for membership and completed and submitted membership application forms, and
  - ii. paid their membership fees as set out in Section 13.
- c. If any member of the Board objects to any applicant's admission as a member or any member's continued membership, the Board must within 14 days –
  - i. give the applicant or member written reasons for the objection,
  - ii. consider application at the next Board meeting, and
  - iii. notify the applicant or member of the date, time and place of the meeting.
- d. The applicant or member has the right –
  - i. to speak at the meeting and argue for admission or continued membership, and
  - ii. to make a complaint to the Minister if not satisfied with the Board's decision.

## **9. Membership Database and Communication**

- a. Every new member must provide the FPA General Manager with a fully completed and signed application form in order to ensure that the correct information is available for the database.
- b. Every member is responsible for informing the FPA General Manager of any changes to the information submitted on its application form.
- c. The Association cannot be held responsible should any member information be incorrect at any point and time.
- d. The FPA General Manager or any other designated employee must keep all the details referred to in sub-sections (a) and (b), and other relevant information, in a Register of Members.

## 10. Responsibilities of Members

- a. Members of the Association are responsible to –
  - i. follow this Constitution,
  - ii. follow the rules of the Association,
  - iii. follow the rules of the FMU in which their property is located, if applicable,
  - iv. adhere to guidelines and management practices that may be determined by the Association,
  - v. commit themselves to the implementation of a fire management plan where such plans exist,
  - vi. pay any fees and charges as set by the Association from time to time,
  - vii. actively involve and participate in activities and capacity building programmes offered by the Association, and
  - viii. comply with the requirements of the Act, particularly in relation to the establishment of fire breaks, the reduction of fuel loads, the retention of firefighting equipment and staff, and preventing the starting of fires on their land or the spread to adjoining land.

## 11. Termination of Membership

- a. A member may terminate his or her membership by written notice to the FPA General Manager.
- b. Membership is automatically terminated if –
  - i. the property is sold, or
  - ii. a member does not pay the membership fees as set out in Section 13.
- c. The Association may terminate membership if
  - i. a member fails to comply with the rules, and
  - ii. received a non-compliance notice from the Fire Protection Officer with an agreed rectification plan.
- d. The property of a member who dies will still be protected under this Constitution if
  - i. on his or her death, the fees, charges and interest are fully paid, or
  - ii. his or her successor-in-title re-applies for membership.
- e. If membership is terminated, the member –
  - i. gives up all fees and charges already paid,
  - ii. remains liable for any outstanding moneys to the Association, and

- iii. is required to again pay the joining fee should he or she wish to restore membership.

## **12. Income and Assets**

- a. The Association will keep a record of all assets and procurements and will not give or donate any funds or property to its members or office bearers, except if such person or office bearer has been in service of the Association and is paid in accordance with such duties. A member may only be reimbursed for any expenses if he or she has paid for such expenses in line with his or her duties.
- b. Members or office bearers will have no vested rights over any assets belonging to the Association.

## **13. Fees, Charges and Interest**

- a. The Board from time to time –
  - i. will determine fees and charges for membership and services that are necessary for the proper management of the Association,
  - ii. may determine annual fees and charges for membership for more than one financial year at a time, and
  - iii. may charge interest on unpaid fees that will be calculated according to rates of financial institutions applicable at that time.
- b. The fees of the Association are –
  - i. an once off joining fee, in an amount determined at an Annual General Meeting, regardless of the size of the land,
  - ii. annual membership fees based on the size of the property at a rate determined at an Annual General Meeting, and
  - iii. any other fee that may be charged for any other services and resources provided by the Association.
- c. Any increase in joining and membership fees must –
  - i. be decided at an Annual General Meeting by the majority of members present, or
  - ii. if not done at an Annual General Meeting, be decided on by the majority of members present at a Special General Meeting called for that purpose.
- d. All fees of the Association must be paid within 90 days of receipt of the invoice.
- e. Any member terminated under Section 11 is required to again pay the joining fee in order to restore membership.
- f. If a member should die, their successor-in-title shall not be liable for the payment of the once-off joining fees, provided that the membership of the deceased has not lapsed.

- g. A Fire Management Unit may determine –
  - i. any additional annual or once-off fees, or
  - ii. an alternative fee structure for its members, notwithstanding the above, provided that they meet the total membership fee contribution budgeted by the Board for the members of that Fire Management Unit.
- h. Any FMU fees as determined under subsection (g) must be –
  - i. decided by the majority of the members of that Fire Management Unit at a meeting called for that purpose, and
  - ii. approved at the Annual General Meeting or at a Special General Meeting called for that purpose, where the basis of the fee calculation must be included in the proposal that is put forward.
  - iii. paid directly to the Association unless otherwise agreed between the Association and the majority of the members of that Fire Management Unit.

#### **14. Liability of Members**

- a. Members are not individually liable for any debts or duties owed by the Association.
- b. Members are liable for unpaid fees and charges and interest thereon.

#### **15. The Structure of the Association**

- a. The Association will consist of the following bodies –
  - i. The Board
  - ii. The Advisory Forum
  - iii. The Management Oversight Committee
  - iv. The Management team
  - v. Fire Management Units
- b. The Board of the Association
  - i. The Board of the Association will –
    - 1. Be responsible for the governance of the Association.
    - 2. In consultation with the Advisory Forum of the Association –
      - a. set policy for the Association, and
      - b. determine the strategic direction of the Association and make decisions relating to it.
    - 3. Appoint any staff of the Association, including the Fire Protection Officer if the CFO is not the FPO.

4. Guide, oversee and assist the FPA General Manager in performing their day to day management functions. This includes but is not restricted to, communication with key role-players and members.
  5. Compile special reports, documents and policies.
  6. Procure the needed items for effective management of the Association.
  7. Represent the Association on other committees or meetings as needed from time to time.
  8. Prepare and sign off of annual financial documents after membership approval.
  9. From time to time assign responsibilities and specific tasks to a member, employee, a person or an institution.
- ii. The Board of the Association will consist of the following:
1. As full members –
    - a. By virtue of their office:
      - i. The Chief Fire Officer of the District Municipality and if applicable any CFO of the Local Municipalities within the district;
      - ii. The Fire Advisor employed by the Department of Agriculture, Forestry and Fisheries responsible for the district;
      - iii. The Fire Protection Officer if the CFO is not the FPO
    - b. By virtue of their land ownership:
      - i. One representative from CapeNature;
      - ii. One person collectively representing the Government Departments, Local Authority and other Organ of State that manage land within the boundaries of the Association;
      - iii. One private landowner from each local municipal area in which a Fire Management Unit is located:
        1. that private landowner is to be nominated by the members at the Annual General Meeting, and
        2. in the event of that private landowner not being nominated or subsequently vacating office, a landowner from that local municipal area may be co-opted by the Board;

- iv. One representative for each large landowner, not yet included above, with land exceeding 10 000 hectares in extent.
    - 2. As associate members –
      - a. any other member that has been co-opted for a specific input or task.
    - 3. An associate member does not have voting rights on the Board but can provide input to the issue in hand.
    - 4. A person in the employment of the Association may not be elected to the Board with the exception of the FPO.
  - iii. The Board will be convened as follows –
    - 1. At the Annual General Meeting, the members will elect a person who is a member of the Board by virtue of their land ownership to serve as the Chairperson and Treasurer.
    - 2. The members of the Board, including the Chairperson and Treasurer, are elected for a period of 2 years, but may stand for re-election at the end of that period. The membership of the Board will be staggered with 50% being appointed each year.
    - 3. If any Board member resigns, dies, becomes incapacitated or disqualified, or is removed from office, the Board will appoint a suitable candidate to serve on the Board for the remaining period until the next Annual General Meeting.
    - 4. A member of the Board becomes disqualified if he or she –
      - a. is declared to be of unsound mind by a court of law,
      - b. is convicted of a crime involving fraud or corruption. Any member serving a suspended sentence may not serve on the executive,
      - c. has been absent without a valid reason from two consecutive Board meetings.
  - iv. Between Annual General Meetings the Board will seek to discharge its business at meetings convened to take place immediately before the meeting of the District Fire Working Group, or every four months, whichever occurs sooner.
  - v. A minimum of 5 Board members, which includes the Fire Protection Officer, present at a meeting will constitute a quorum.
- c. The Advisory Forum of the Association –
  - i. The Advisory Forum of the Association will –
    - 1. give strategic guidance to the Association, and

2. help integrate the fire management efforts of the Association into other fire management initiatives within the district.
- ii. The Overberg District Fire Working Group convened by the Chief Fire Officer of the District will serve as the Forum of the Association.
- d. The Management Oversight Committee –
  - i. The function of the Management Oversight Committee is to oversee the day to day function of the affairs of the Association between Board meetings,
  - ii. The Chairperson of the Association, the Fire Protection Officer and the FPA General Manager will form the management oversight committee, and
  - iii. The Management Oversight Committee will meet monthly.
- e. The Management team
  - i. The Board may employ any person it considers necessary to help the Association to carry out its function, including an FPA manager.
  - ii. All employees remain in employment notwithstanding any change in the Board.
- f. Fire Management Units
  - i. A Fire Management Unit of the Association –
    1. consists of a localised area in which integrated fire management efforts between individual land owners can be most effectively co-ordinated,
    2. gives strategic guidance to the Association on integrated fire management in the area covered by the FMU,
    3. is to hold bi-annual meetings for the purpose of pre-fire season planning and post-fire season feedback, and
    4. may require that the Association ring-fences assets provided and funds raised by the FMU as being for the benefit of that Fire Management Unit.

## 16. Finances

- a. The financial year of the Association starts on the 1st April and ends on the 31 March of the following year.
- b. The Association will appoint a suitably qualified person and/or institution to be responsible for the financial administration of the Association.
- c. The person and/or institution must for the Annual General Meeting present a financial statement of the Association's accounts for the previous financial year, including full details of income, expenditure and assets.
- d. The financial statement must be available within reason for inspection by any member for a period of 3 weeks (21 days) from the date of the annual general meeting.

- e. All financial year end documents must be signed off by the Board.
- f. The Association will operate as a voluntary association in terms of the common law unless the Act is amended to provide for a Not for Profit Company and the members then decide to change the nature of the entity.
- g. The Association will further operate as a non-profit organisation.
- h. A bank account and, if necessary, petrol and debit/credit cards will be opened at an accredited financial institution as decided by the Board.
- i. The year-end financial statements must be signed off by the Board.
- j. The income and property of the Association must be applied solely for the promotion of its main object and no portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus payments or otherwise to the members of the Company provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any member thereof in return for any services actually rendered to the Company.

#### **17. Annual General Meeting**

- a. An Annual General Meeting must be called by the Board –
  - i. within 60 days of the end of the financial year, and
  - ii. with 14 days of written or emailed notice to all members.
- b. In addition to any other business, the annual general meeting must include –
  - i. the annual report presented by the FPA General Manager or the Chairperson of the Association,
  - ii. presentation of the financial statements of the Association by the Treasurer,
  - iii. the Fire Protection Officer's report,
  - iv. the introduction and approval of any increase of fees, charges or interest,
  - v. changes to the constitution, business plan and rules,
    - 1. Any resolution for the amendment of the Constitution of the Association must be approved by the Commissioner of the SA Revenue Service.
  - vi. if needed nomination of private landowners for the positions on the Board,
  - vii. if needed vote for a chairperson from the members of the Board, and
  - viii. additional agenda points that have been submitted to the FPA General Manager at least 7 days prior to the meeting.

- c. 20 Members are needed to form a quorum.
- d. If a quorum is not reached, the meeting is adjourned and after 10 minutes may be reconvened where the members present will constitute a quorum.
- e. Discussion at the meeting will be limited to the circulated and notified agenda.
- f. Only those members whose registration and membership fees are fully paid up, have a right to vote subject to the number of votes described in Section 19.

#### 18. **Special General Meeting**

- a. The Board may convene a special general meeting at any time giving 14 days' notice stating the reason for the meeting and providing an agenda.
- b. A special general meeting must be convened by the Board if
  - i. 30 or 5%, whichever be the lesser, of the paid-up members request this meeting in writing and name the issues to be dealt with;
  - ii. The members requesting the meeting undertake in writing to pay for the administrative costs of the meeting.
- c. Members present will constitute a quorum.
- d. Discussion at the meeting will be limited to the circulated and notified agenda.

#### 19. **Voting**

- a. At an Annual General Meeting or Special General Meeting –
  - i. Only members qualifying for membership in terms of the above may vote,
  - ii. Votes will be allocated as follows:
    - 1. <10ha = 1 vote
    - 2. 101 – 3 000ha = 2 votes
    - 3. >3 001 = 3 votes
  - iii. Maximum of 5 votes for landowners with separate business entities (eg. CapeNature)
  - iv. A member or Board member may vote for other members by means of a written and signed proxy.

## 20. Dissolution

- a. The Association may only be dissolved with the approval of the commissioner of the SA Revenue Service and must be proposed:
  - i. by a resolution passed at an annual general meeting or a special general meeting called for that purpose, and /or
  - ii. by its deregistration by the Minister under section 8 of the National Veld and Forest Fire Act, Act 101 of 1998.
- b. After confirmation of the dissolution and at that meeting, the members must pass a resolution for the appointment of a liquidator to dispose of the Association's assets, pay its debts and settle its liabilities.
- c. Any net proceeds from the assets of the Association, will be paid over by the liquidator to:
  - i. • A similar organization incorporated or established in the Republic which has been approved as a Public Benefit Organisation in terms of clause 30 of the Income Tax Act ;
  - ii. • An organization established under any law which is exempt from Tax in terms of section 10(1)(CA) of the Income Tax Act whose sole or principal object is the carrying on of an approved public benefit activity;
  - iii. • A department of State or Administration in the National, Provincial or Local sphere of Government of South Africa.

## 21. Dispute resolution

- a. In the event of a dispute between members regarding operational matters, members must negotiate to resolve the dispute.
- b. If such negotiations fail, any member may approach the Management Oversight Committee, who shall appoint an independent arbitrator of good standing to resolve the dispute and whose decision shall be final. Any costs incurred shall be borne by the parties to the dispute.
- c. In the event of a dispute between members of the Association and Board and/or Management Oversight Committee, then the process in preceding subsection should be followed with the exception that the appointment of the arbitrator shall be by the Chairperson of the Association and the members to the dispute by consensus.

## 22. Declaration

This constitution was adopted as the constitution of the Greater Overberg FPA at the General Meeting held on the..... at .....

(List of members that attended are attached as annexure A)

SIGNATURES

Chairman .....

Date .....

FPA Manager .....

Date .....