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## CONSTITUTION OF SHALOM RESPITE CARE CENTRE

### 1 NAME

1.1 The name of the Centre shall be Shalom Respite Care Centre@ (hereinafter referred to as Shalom).

### 1.2 The organisation shall:

1.2.1 Exist in its own right, separately from its members.

0.1.1 Continue to exist even when its membership changes and there are different office bearers.

0.1.2 Be able to own property and other possessions.

0.1.3 Be able to sue and be sued in its own name.

### 2 OFFICE (Domicilium et exucanti)

2.1 The office of Shalom shall be situated at Shalom being Portion 43 (a Portion of Portion 31) of Farm Kaalfontein 44 IQ or at such other place as the Board of Management may from time to time decide.

### 3 AREA OF OPERATION AND OF FUND RAISING

3.1 The Area of Operation and of Fund Raising shall be the Republic of South Africa or overseas if funds are forthcoming.

### 4 NON-PROFIT ORGANISATION

4.1 Shalom shall be a non-profit organisation and save in terms of clause 5 hereof, any property or income of Shalom shall be utilised solely in the furtherance of its aims and objects and it shall be prohibited from transferring any portion thereof directly or indirectly in any manner whatsoever so as to profit any person other than by way of payment in good faith of reasonable remuneration to any officer or employee of Shalom for any service actually rendered to it.

Shalom may not have the power to carry on any business. (This includes, *inter alia*, ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities as well as the letting of property on a systematic or regular basis.)

4.2 The activities of Shalom will be confined to the Republic of South Africa (including territories which formerly formed part of the Republic) and the funds of the institution will be applied within this area.

### 5 AIMS AND OBJECTS

The aims and objects of Shalom shall be as follows:



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- 5.1 To establish and maintain one or more homes which provide temporary care and accommodation for mentally and physically disabled persons from all racial and religious groups, for a maximum of 21 days for each respite for each person unless the Board of Management allows this period to be extended in exceptional circumstances, thus:**
- 5.1.1 providing relief in times of crisis**
  - 5.1.2 enabling families of a disabled person to have a holiday away from that disabled person**
  - 5.1.3 when necessary providing periods for medical observation of such disabled persons**
  - 5.1.4 making the transition from home to institutional care easier for the disabled person**
  - 5.1.5 giving such disabled persons an opportunity to have a holiday**
- 5.2 To provide care for mentally and physically disabled persons who are terminally ill.**
- 5.3 To conduct or sponsor research into methods of providing such respite care which are most beneficial to the disabled person and to make available to other organisations facilities for such research.**
- 5.4 To undertake the training of personnel required to care for such disabled persons.**
- 5.5 To establish scholarships or bursaries or to make grants for the purpose of research or training in the fields covered by Shalom.**
- 5.6 To establish a fund to enable fees for the use of Shalom's facilities to be reduced or waived.**
- 5.7 To take all such action as will benefit or make it the easier to achieve the aims and objects in this clause.**
- 5.8 Clauses 5.1.1 to 5.1.5 inclusive, and Clauses 5.4, 5.6 and 5.7 shall be considered subsidiary objects.**

**6 POWERS**

- 6.1 Shalom shall have all such powers as are necessary or incidental to the carrying out of the objects of Shalom, and in particular without limiting the generality of the aforementioned, the following powers:**
- 6.1.1 To establish a fund for the endowment of Shalom and/or to enable fees for the use of any of Shalom's facilities to be reduced or waived and for this purpose to set up fund raising committees, employ officials and take such other steps by personal or written appeals, public entertainments, meetings or otherwise, as may from time to time be deemed expedient.**
  - 6.1.2 To take or accept moneys, membership subscriptions, funds, securities, donations, gifts, bequests and inheritances, whether conditional or unconditional for the purpose of Shalom.**



- 6.1.2.1 No competition, contest, game, scheme, arrangement or system in connection with which any prize may be won shall be conducted or caused to be conducted by the organisation unless an authority in terms of any other Act has been obtained beforehand.**
- 6.1.3 To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property, buildings, rights or privileges, which may be considered necessary or convenient for the realisation of its objects.**
- 6.1.4 To erect, maintain, improve, alter, repair and equip buildings or erections for its purpose.**
- 6.1.5 To determine the conditions under which scholarships, research grants and bursaries shall be given, to set aside monies and establish funds therefor.**
- 6.1.6 To print and publish or cause to be printed and published any newspapers, periodicals, books, leaflets or other literature that may be desirable for the promotion of Shalom's objects.**
- 6.1.7 To co-operate with, join with or support financially or otherwise other organisations which are registered in terms of the NonProfit Organisations Act, 1997 (Act 71 of 1997), for promoting all or any of the objects mentioned in paragraphs 5.2 or 5.3 of Clause 5.**
- 6.1.8 To affiliate with or amalgamate with any organisation having objects similar to those of Shalom and which is registered in terms of the NonProfit Organisations Act, 1997 (Act 71 of 1997).**
- 6.1.9 To form a library or make a collection of books, periodicals, publications, recordings, films, photographs, drawings and illustrations useful for promoting the educational work of Shalom and for assisting students and research workers.**
- 6.1.10 To make representations to Government Departments, or to provincial, divisional, Municipal, District, Rural, Local or Educational Authorities.**
- 6.1.11 To establish a Board of Management, Committees and Sub-Committees as may be required, and to appoint Branch Committees of not less than five members for each Region where a service or projected service in line with the objects of Shalom is intended to be given. The powers and functions of each and every such Branch Committee shall be prescribed by the Board of Management when it is appointed.**
- 6.1.12 Funds available for investment may only be invested with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act No 1 of 1985).**
- 6.1.13 To sell, exchange, donate, lease, mortgage, pledge and otherwise deal with all or any of its assets.**



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- 6.1.14 From time to time to borrow by way of overdraft or loan or otherwise and if necessary to pledge and mortgage all or any of its assets as security for the borrowing.
- 6.1.15 To open trade accounts with any commercial institution and banking accounts at a banking institution, Building Society or the Post Office Savings Bank and to operate such accounts in such manner as the Board of Management subject to the provisions of this Constitution may determine from time to time.
- 6.1.16 To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange or other negotiable or transferable instruments, in such manner as the Board of Management subject to the provisions of this Constitution may determine from time to time.
- 6.1.17 To give guarantees or surety ships for the performance of any contract or obligation by any person, company or association.
- 6.1.18 To pay out of the funds of Shalom all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of Shalom or of any branch of Shalom.
- 6.1.19 To employ such officers, staff and servants, and at such remuneration, as may by expedient, and to establish and support superannuation, pension and/or other funds for the benefit of employees, and to provide benefits for such employees, their widows, children and dependants.
- 6.1.20 To do all such other things as are incidental or conducive to the attainment of or to the furtherance of the objects mentioned in Clause 5 or any of them.

## 7 MEMBERSHIP

- 7.1 Subscribing members shall be persons who apply in the manner determined by the Board of Management, who support the aims of Shalom and whose application is accepted by the Board of Management.
- 7.2 Life Members shall be those persons who apply to the Board of Management to become Life Members, who pay the amount determined from time to time by the Board of Management and whose application is accepted by the Board of Management.

\* Note: (Refer 6.1.12)

In terms of a directive from the Commissioner of Inland Revenue all other shares donated or bequeathed to an institution exempt from paying income tax may be held without jeopardising the exempt status of the institution.

- 7.3 Honorary Members shall be those persons who have done or are doing valuable work for Shalom for such period as the Board of Management may determine and who are invited by the Board of Management and accept to become Honorary Members.
- 7.4 Corporate Members shall be any organisations or associations whether corporate or not incorporated who are invited by the Board of Management to become Corporate Members and who accept such invitation.



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**7.5 Membership of Shalom shall be terminated as follows:**

- 7.5.1 ipso facto if a member has not paid his annual subscription in respect of the preceding year by the date of the Annual General Meeting for that year.
- 7.5.2 if the Board of Management decides that continuation of a person=s membership may be harmful to Shalom, but such member must first be invited to attend a meeting of the Board of Management to be told of such a decision so that he can make representations if he so wishes.
- 7.5.3 if a member tenders his resignation in writing to the Board of Management.
- 7.5.4 In no case shall a person on termination of his membership be entitled to a refund of any portion of his subscription.

**7.6 SUBSCRIPTIONS**

- 7.6.1 Subscribing Members shall pay an annual subscription, as determined by the committee members, and Corporate Members shall pay a subscription of R150 per annum or such other subscriptions as may be decided by the Board of Management from time to time.
- 7.6.2 All annual subscriptions shall be due on 1 April in each year.
- 7.6.3 Life Members shall pay R500 when applying.

**7.7 A Register of Members shall be kept.****8 BOARD OF MANAGEMENT**

- 8.1 The affairs of Shalom shall be managed by a Board of Management consisting of not less than five and not more than twelve members of Shalom. They are the office bearers of the organisation and shall serve for one year and are eligible for re-election.
  - 8.1.1 Should the number of the Board of Management at any time fall below five, the remaining members of that Board shall appoint such further members to the Board of Management as may be required to bring the number on that Board up to five, but until such appointments have been made shall not be entitled to conduct any other business. Such appointments to fill vacancies shall be subject to confirmation as laid down in paragraph 1.9 of this Clause.
  - 8.1.2 The work of Shalom shall be carried out by the Board of Management in such manner as it may consider necessary and proper, subject to the provisions of this Constitution.
  - 8.1.3 At its first meeting after the Annual General Meeting the Board of Management shall elect from amongst themselves a Chairman and a Vice-Chairman, who shall remain in office until the election of the Board of Management at the next succeeding Annual General Meeting.
  - 8.1.4 The Board of Management shall appoint a Secretary and/or a Treasurer who need not be members of the Board.

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- 8.1.5** The board of Management may fill any casual vacancy/ies which may occur amongst the office bearers referred to in paragraph 1.3 and 1.4 of this Clause.
- 8.1.6** The Board of Management shall meet at least once in every quarter. Not less than three days' notice of any such meeting shall be given by the Secretary to all members of the Board of Management. Half plus one of the members of the Board of Management present shall form a quorum.
- 8.1.7** The Secretary shall, on the instructions of the Chairman or on a requisition signed by any three Members of the Board, call a Special Meeting of the Board of Management. Notice of such Meeting, together with information as to the nature of the business to be discussed thereat shall be given to all Members of the Board not less than three days before such Meeting.
- 8.1.8** Minutes will be taken at every meeting to record the management committee's decisions. The minutes of each meeting will be given to management committee members at least two weeks before the next meeting. The minutes shall be confirmed as a true record of proceedings, by the next meeting of the management committee, and shall thereafter be signed by the chairperson.
- 8.1.9** Members of Shalom or other interested persons may be co-opted on to the Board of Management for their special experience of knowledge, but such co-opted persons shall not be entitled to vote on any resolution to be decided by the Board.
- 8.1.9.1** Paid officials of the organisation may serve on the Board of management in an advisory capacity, but will have no voting rights.
- 8.1.10** Any vacancies occurring during the year from the Members of the Board of Management as elected at the Annual General meeting may be filled by a resolution of the Board, subject to such appointments to fill vacancies being confirmed at the next Annual General Meeting of Shalom.
- 8.1.11** Generally the Board of Management shall, subject only to the Members in General Meeting deciding otherwise, have all such powers as are enumerated in Clauses 6.1.1 to 6.1.20 inclusive.
- 8.1.11.1** No member of the Board of Management may have any direct or indirect interest in or benefit from any contract which the management may conclude with any company.
- 8.1.12** Until the first Annual General Meeting after the adoption of this Constitution the existing Members of the Board shall continue in office as the Board of Management.
- 8.1.13** A member of the Board of Management shall be deemed to have vacated his office if:
- 0.1.13.1** the Board by a Resolution of which not less than seven days' notice has been given to such member, deprives him of his office.
- 8.1.13.2** he shall give written notice to the Chairman of his resignation as a member.



## 9. ASSETS

- 9.1 The organisation will keep a record of everything it owns.
- 9.2 The organisation may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the organisation. The payment must be a reasonable amount for the work that has been done.
- 9.3 A member of the organisation can only get money back from the organisation for expenses that she or he has paid for or on behalf of the organisation.
- 9.4 Members or office bearers of the organisation do not have rights over things that belong to the organisation.
- 9.5 All property, movable or immovable, belonging to Shalom, or to which it is or may become entitled shall be vested in the Board of Management any two of whom when authorised thereto by the Board, shall have power to acquire, hold, alienate, mortgage, exchange or donate movable or immovable property on behalf of Shalom and to execute all and any documents necessary to give effect to such transactions.
- 9.6 Notwithstanding the provisions of this clause, the Board of Management shall have the right to delegate its powers, including the right to operate Shalom's accounts referred to in Clause 6.1.15 hereof, provided such accounts are operated jointly by not less than two persons, one of whom shall be a Member of the Board of Management or an office bearer.
- 9.7 At least 75% of the net income (including donations) of Shalom must be expended in the furtherance of its objects within a period of twelve months from end of the financial year during which it accrued, provided that where funds are to be accumulated for a specific capital project, the permission of the Receiver of Revenue must be obtained.

## 10. FINANCE

- 10.1 **Financial Year of Shalom shall be from 1 March April of each year to 28 February of the ensuing year.**
- 10.2 The Board of Management shall operate the funds of Shalom through bank accounts. A set of accounts shall be kept.
- 10.3 Every member is entitled to attend and to vote at a General Meeting and to appoint a proxy in writing. An organisation may appoint, in writing, one representative to attend and to vote at a General Meeting.
- 10.4 At least twenty one days' notice of a General Meeting shall be despatched to members, unless specially otherwise provided in the Constitution.
- 10.5 The quorum at a General Meeting shall be one third of the members entitled to vote or their representatives and proxies who have been appointed in writing, unless specially otherwise provided in this Constitution.
- 10.6 If there is no quorum at a General Meeting, the meeting shall stand adjourned for seven days, at the same time and place. The members present or represented at the adjourned meeting shall constitute a quorum. No notice shall be required to be given of the adjourned meeting.

## 11. VOTING AT GENERAL MEETINGS



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- 11.1 At any General Meeting a resolution put to the vote shall be decided on a show of hands unless either prior to or on the declaration by the Chairman of the result of the show of hands a poll is demanded by any person entitled to vote at any such meeting.
- 11.2 Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 11.3 A demand for a poll may be withdrawn.
- 11.4 A poll, if demanded, shall be taken in such a manner as the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which such a poll was demanded.

## 12 ANNUAL GENERAL MEETING

12.1 The Annual General Meeting of Shalom shall be convened by the Board of management and at least twenty one days= written notice of this shall be given to members. The meeting shall be held between 1 April and 30 September each year. The Chairman of the Board of Management shall preside at such meetings. If he is not present the Vice-Chairman shall preside and in the absence of the Chairman and the Vice-Chairman, the meeting shall elect a Chairman and the following business shall be transacted:

12.1.1 Confirmation of the minutes of the previous Annual General Meeting and of any other General Meetings.

12.1.2 Presentation of Annual Reports and audited financial statements.

12.1.3 Election of members of the Board of Management.

12.1.3.1 At each Annual General Meeting one third (1/3) of the serving members of the Board of Management shall retire but shall be eligible for re-election. The members of the Board of Management to retire shall be those who have the longest service, and should it be necessary to decide which of two or more members of the Board of Management who have equal length of service shall retire, the question shall be decided by drawing lots. No person who is not a member of Shalom shall be eligible for election as a member of the Board of Management.

12.1.4 The Board of Management must appoint a legally competent auditor.

12.1.5 Any other business deemed relevant by the Chairman.

## 13 SPECIAL GENERAL MEETING

13.1 The Board of Management may at any time call a Special General Meeting of members and shall at the written request of ne third (1/3) of the membership or of ten members whichever is the less, convene such a meeting within twenty one days of the receipt of the request. The notice shall state the business which is to be transacted at a Special General Meeting, and no other business may be transacted.

## 14 AMENDMENT TO CONSTITUTION





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- 14.1 The Constitution may be amended at a General Meeting, provided that the reasons for and details of the proposed amendment are incorporated in the notice convening the meeting.
- 14.2 The amendment shall only become effective if not less than two thirds (2/3) of those present in person or by proxy vote in favour of the amendment.
- 14.3 Notice of such meeting shall be posted to each member at his registered address at least twenty one days before the date thereof, provided that the Board of Management may in its discretion convene such a meeting by publication not less than twenty one days before such meeting is due to take place of a notice to that effect in one or more English and one or more Afrikaans daily newspapers circulating in the Transvaal.
- 14.4 A quorum of such meeting shall be eight whether present in person, or represented by proxy.
- 14.5 Each and every such amendment shall be copied to the Commissioner for Inland Revenue and the Director of NonProfit Organisations Act, 1997 (Act 71 of 1997).
- 15 **INDEMNITY**
- 15.1 Each member of the Board of Management shall be and is hereby indemnified by Shalom against any loss, expense or damage incurred in the discharge of or arising from his duties, provided that such loss, expense or damage is not attributable to his own negligence and no member of the Board of Management shall be held personally liable for the acts done by him in good faith and for the benefit of Shalom. No member of the Board of Management shall be held liable for the act or omissions of any other member of the Board of Management.
- 16 **LIMITATION OF RIGHTS AND LIABILITY OF MEMBERS**
- 16.1 Membership of Shalom does not and shall not give to any member any proprietary right, title or claim to, or any interest in the property or assets of Shalom, nor does a member by such membership incur personal financial liability in respect of any claim made or action taken against Shalom.
- 17 **LEGAL ACTION**
- 17.1 Shalom shall sue or be sued in the name of SHALOM RESPITE CARE CENTRE. Powers to sue or defend shall be signed by any two members of the Board of Management.
- 18 **DISSOLUTION OF Shalom**
- 18.1 Shalom may be dissolved if not less than two thirds (2/3) of the members present and voting at a General Meeting of members convened for the purpose of considering such matters are in favour of dissolution. Not less than twenty one days= notice shall be given of such meeting and the notice convening the meeting shall clearly state that the question of dissolution of Shalom and disposal of its assets will be considered.
- 18.2 If upon dissolution of Shalom there remain any assets whatsoever after the satisfaction of all its debts and liabilities, such assets shall not be paid to or distributed among its members but shall be transferred to charitable institutions within the Republic of South Africa, which are themselves exempt from income tax in terms of section 10(1)(f) of the Income Tax Act and which are registered in

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terms of the NonProfit Organisations Act, 1997 (Act 71 of 1997), as may be decided either by the members at the General Meeting at which it was decided to dissolve Shalom, or in default of such decision as may be decided by the Director of NonProfit Organisations Act, 1997 (Act 71 of 1997).

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CHAIRMAN