



**THE CONSTITUTION**

**OF**

**THE HARLEY-DAVIDSON**

**CLUB OF CAPE TOWN**

1. **PREAMBLE**

- 1.1 The Harley-Davidson Club of Cape Town ("the Club") has been in existence since the beginning of 1996 and was constituted as an association for the purposes of fulfilling the objects as set forth in Clause 4 hereof.
- 1.2 This Constitution not only captures the provisions of the founding Constitution of the Club, but also incorporates the numerous additional issues that have become part of the Club's philosophy and policy, as developed over the years of its existence.
- 1.3 This Constitution accordingly supersedes and replaces all previous Constitutions of the Club with effect from the date of the passing of a resolution by the Committee, accepting this Constitution.

2. **INTERPRETATION**

In this document:

- 2.1 The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:-
- 2.1.1 "**the Accountant**" means the person appointed to inspect and audit the Club's accounts;
- 2.1.2 "**Business Day**" means weekdays other than Saturdays, Sundays and public holidays;
- 2.1.3 "**Chairperson**" means the Member appointed as the head of the Committee;
- 2.1.4 "**Club**" means the Harley-Davidson Club of Cape Town or such other name as may be decided by the Club;

2.1.5 "**Committee**" means the Members of the Club duly appointed at the Annual General Meeting or otherwise, to manage the activities of the Club;

2.1.6 "**Member**" means a person who has satisfied the prescribed criteria for membership, made payment of membership fees and who has been approved for membership of the Club by the Committee;

2.2 Unless the context otherwise requires, any words importing the singular number only shall include the plural number, and *vice versa* and words importing any one gender only shall include the other two genders.

### 3. **STATUS OF THE CLUB**

3.1 The Club shall:

3.1.1 have legal personality, shall have the capacity to contract and be capable of suing and being sued in its own name; and

3.1.2 not operate for profit, but for the benefit of the Members.

3.2 No Member shall have any right, title or interest in or to the funds or assets of the Club in his personal capacity, all of which shall vest in the Club.

### 4. **MAIN OBJECTS**

The main objects of the Club shall be to:

4.1 provide a forum and a venue for its Members to be able to meet for business and social purposes;

4.2 organise meetings, functions, events and rides so as to promote camaraderie and social interaction amongst its Members and with other motorcycle clubs/enthusiasts;

4.3 provide clubhouse facilities;

- 4.4 raise funds through membership fees, sales, promotions, functions, events, auctions, rentals, rides or any other means as may be deemed necessary;
- 4.5 make donations to such causes and in such amounts as the Committee may decide;
- 4.6 promote, advance and protect the communal and group interests of the Members generally; and
- 4.7 generally promote and give effect to the Harley-Davidson motor cycling experience, including the objects referred to hereinbefore and such other decisions as may be taken by the Committee or the Club, from time to time.

5. **FINANCIAL YEAR-END**

The financial year-end of the Club shall be at the end of **February** of each year, or such other date as the Committee may decide. The financial year is *currently* from 1 March of each year to 28/29 February of the following year.

6. **MEMBERSHIP AND APPLICATION**

- 6.1 Membership to the Club shall generally be open to all persons who own and/or possess a Harley-Davidson or an American manufactured V-Twin motorcycle or who are able to demonstrate sufficient interest in such motorcycles, provided that they make written application to become Members of the Club, satisfy the prescribed criteria for membership and in addition, make payment of the joining fee and annual membership fees applicable from time to time.
- 6.2 The following categories of membership will be available:
  - 6.2.1 **Probationary Membership:**  
Such membership will be open to all persons who own and/or possess a Harley-Davidson motorcycle or American manufactured V-Twin

motorcycle and who have paid their joining fee and membership fee. Such Members shall not have voting rights. Probationary Members shall be required to notify the Membership Officer once they have met the requirements for Full Membership as determined by the Committee from time to time. Probationary Members are required to pay the joining fee plus a *pro-rata* membership fee payment. The *pro-rata* payment shall be determined based on the number of complete months remaining for the current financial year ending 28/29 February. The full annual membership fee shall then become due from the start of the next financial year

**6.2.2 Full Membership:**

Such membership will be open to all persons who own and/or possess a Harley-Davidson motorcycle or American manufactured V-Twin motorcycle and who have met the requirements for Full Membership as determined by the Committee from time to time. Such Members shall have voting rights. Full Members are required to pay the full annual membership fee.

**6.2.3 Rider Partner Membership:**

Such membership will be open to the spouses and/or partners of Full Members that ride their own Harley-Davidson or American manufactured V-Twin motorcycle. They will have voting rights at Club Meetings. In the event that the relationship between the Rider Partner Member and the Full Member should terminate, such membership will continue until the end of the financial year. At the start of the next financial year, the former Rider Partner shall transfer to the category of Full Membership (provided that he satisfies the requirements of Full Membership) and will be required to pay the full membership fee. Rider Partners are required to pay 50% of the Full Membership fee.

6.2.4 **Partner Membership:**

Such membership will be open to the spouses and/or partners of Full Members, save that they will not have any voting rights at Club Meetings. Such membership will not be renewable in the event that the relationship between the Partner Member and the Full Member should terminate. Partner Members shall not be required to pay membership fees.

6.2.5 **Associate Membership:**

Such membership will be open to persons who own and/or possess a Harley-Davidson motorcycle or an American Manufactured V-Twin motorcycle, but who resides further than 100 km's from the clubhouse of the Club or where different circumstances as determined by the Committee apply. Such Members shall not enjoy any voting rights. Associate Members shall be required to pay a membership fee as determined by the Committee.

6.2.6 **Honorary Life Membership:**

Such membership will be afforded to persons whom the Committee have determined made significant contributions to the Club. Such membership is automatically extended to all persons who have served as Chairpersons of the Club. Such Members shall be afforded the same privileges and rights as Full Members. Members awarded Honorary Membership are not required to pay any membership fees.

6.3 Membership shall be renewable annually and shall commence on 1 March and terminate at the end of February the following year, or such dates as the Committee may determine from time to time.

6.4 The Committee shall, from time to time, determine the criteria that Members will have to satisfy in order to become Members of the Club. As such, the Committee may vary the criteria set forth herein before, and shall also be entitled to limit or extend the types of membership that will be available.

- 6.5 The current criteria and procedure for membership applications will be as follows:
- 6.5.1 Applications shall be submitted in writing on the prescribed Application Forms, which Application is to be proposed and seconded by a Full Member of at least 1 (one) year standing;
- 6.5.2 The applicant Member shall serve as a probationary Member until such time as he has attended at least 2 (two) Club Events, one of which shall be an overnight outing and at least 2 (two) scheduled Club rides.
- 6.6 Applications for membership shall be considered by the Committee and a majority shall be required in respect of the admission of any proposed Member.
- 6.7 Notwithstanding the acceptance by the Committee of the proposed Member, in the event that the Members of the Club should, by way of a Special Resolution, resolve that the proposed Member should not be admitted, then and in such event such proposed Member will not be eligible to become a Member.

**7. OBLIGATIONS OF MEMBERS**

- 7.1 The rights and/or obligations of a Member shall not be transferable and every Member shall:
- 7.1.1 to the best of his ability strive to further the objects and interests of the Club;
- 7.1.2 observe the Constitution of the Club and all Resolutions made by the Club and Committee; and
- 7.1.3 refrain from performing any act or omission which may bring the Club into disrepute.
- 7.2 The Member shall be liable for the acts or omissions of all persons attending as their guests and/or invitees, the clubhouse and/or any of the events/activities organised by the Club.

**8. ENTRANCE AND MEMBERSHIP FEES**

- 8.1 The joining fee and annual membership fees will be determined from time to time by the Committee.
- 8.2 Annual membership fees shall be payable yearly in advance at the start of each financial year.
- 8.3 In respect of applications for new memberships, new Members are required to pay the joining fee plus a *pro-rata* membership fee payment. The *pro-rata* payment shall be determined based on the number of complete months remaining for the current financial year ending 28/29 February. The full annual membership fee shall then become due from the start of the next financial year.
- 8.4 In the event that membership fees remain unpaid for a period of 90 (ninety) days calculated from due date, currently from 1 March, then and in such event membership shall automatically lapse and thus terminate. Members whose membership has terminated, will have to re-apply for membership in accordance with Clause 6 above.
- 8.5 Any Member who is in arrears with his membership fees shall not have any voting rights at any meetings of the Club, nor shall such Member be entitled to any of the privileges of membership.

**9. TERMINATION / SUSPENSION OF MEMBERSHIP**

- 9.1 Membership may be terminated in one or more of the following instances:
  - 9.1.1 Upon the resignation of a Member in writing;
  - 9.1.2 Should the Member fail to pay the annual membership fees timeously as per clause 8.4;
  - 9.1.3 Upon the Member being found guilty pursuant to a Disciplinary Hearing constituted in terms hereof; and
  - 9.1.4 Should the Members so resolve by way of Special Resolution.

9.2 A Member whose Membership is so terminated shall not be entitled to a refund of any fees paid.

10. **BREACH**

10.1 Should any Member commit any breach of the provisions of this Constitution or of any resolution of either the Club or the Committee and fail to remedy such breach within the period prescribed in the written notice issued to that Member by the Committee, then and in such event the Club shall be entitled, without prejudice to any other rights or remedies which the Club may have in law, either:

10.1.1 to institute disciplinary proceedings against the Member; or

10.1.2 institute appropriate legal proceedings against such Member for the appropriate relief.

10.2 Should the Club institute any legal proceedings against any Member pursuant to a breach by that Member as aforesaid, then and in such event the Club shall be entitled to recover from such defaulting Member all legal costs incurred by it, including attorney and own client charges.

11. **THE COMMITTEE**

11.1 The Committee shall comprise of 7 (seven) Full Members of at least 1 (one) year standing (save that the Elder shall be a Full Member of at least 5 (five) years standing), made up as follows:

11.1.1 Chairperson;

11.1.2 Elder / Vice-Chairperson;

11.1.3 Editor;

11.1.4 Road Captain;

11.1.5 Treasurer;

11.1.6 Events Co-ordinator; and

11.1.7 Secretary.

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- 11.2 The Committee shall be entitled to appoint/engage other Members for the purposes of performing or assisting with any of the Committee functions or portfolios, save that the Members so appointed/engaged shall not be Committee Members (unless so appointed in terms of clause 11.3) and as such shall not have a vote at Committee Meetings.
- 11.3 The Club may, at a General Meeting (Annual or Special), increase or decrease the number of Committee Members, re-assign portfolios as well as decrease or increase the period of appointment.
- 11.4 The Committee shall be elected at the Annual General Meeting of the Club to be held in March every year.
- 11.5 The Committee so appointed shall hold office for a period of 2 (two) years.
- 11.6 In the first year of appointment, the Chairperson will be assisted by an Elder. During the second year of appointment, the Chairperson will be assisted by the Vice-Chairperson and the Elder shall relinquish his position as a Committee Member and the Vice-Chairperson shall so substitute the Elder.
- 11.7 The Committee Members shall cease to hold office:
- 11.7.1 after the expiration of a period of 2 (two) years from the date of the election, or such other period as may be determined from time to time;
  - 11.7.2 if he resigns his office;
  - 11.7.3 if he is removed from office pursuant to a unanimous resolution comprising of the Committee Members, barring the Committee Member concerned;
  - 11.7.4 if he is removed from office pursuant to a Special Resolution of the Members;
  - 11.7.5 upon his membership of the Club being terminated for any reason whatsoever.

- 11.8 Vacancies on the Committee may be filled by co-option at the instance of the majority vote of the Members at a General Meeting.
- 11.9 Committee Members shall receive no remuneration, but will be entitled to a refund of reasonably incurred expenses in the execution of their duties.
- 11.10 The Members may decide whether or not to exempt Committee Members from annual membership fees for the financial year during which the Member has served on the Committee.
- 11.11 Committee Members shall not be liable to the Club or any Member thereof or to any other person whomsoever, for any act or omission by himself, the Club or its servants or agents provided that such Committee Member has, upon the basis of information known to him, acted in good faith, without intent and without dishonesty. Every Committee Member is indemnified by the Club against any loss suffered by him in consequence of any purported liability.
- 11.12 Minutes shall be kept of all meetings and decisions of the Committee.
- 11.13 Proper books of account of the administration and finances of the Club shall be kept.

**12. COMMITTEE MEETINGS**

- 12.1 The Committee shall meet at least once a month or at such other times as the Committee may decide from time to time. Such meetings shall be presided by the Chairperson.
- 12.2 A quorum for a Committee meeting shall be at least 70% (seventy per cent) of the Committee Members present or represented. In other words, if any of the Committee Members are unable to attend, they shall furnish a Committee Member who is able to attend the meeting the power to vote on his behalf at the meeting, in which event such Committee Member furnishing the authority shall be deemed to be duly represented at the meeting and as such, his represented attendance

shall be so noted for the purposes of establishing a quorum and for the purposes of voting.

12.3 Should there be no quorum, the meeting shall stand adjourned until a time, date and venue to be decided upon by the Chairperson.

12.4 Unless specified to the contrary herein, all matters at any meeting shall be determined by a majority of those present and voting, or represented. In the event of a voting tie or deadlock, the Chairperson shall have a casting vote.

13. **FUNCTIONS AND POWERS OF THE COMMITTEE**

13.1 Subject to the express provisions of this Constitution, the Committee shall manage and control the business and affairs of the Club, shall have full powers in the management and direction of such business and affairs and may exercise all such powers of the Club, as are required to be exercised or done by the Club in general meeting, provided that no resolution made by the Club in general meeting shall invalidate any prior act of the Committee which would have been valid if such resolution had not been made.

13.2 Without limiting the powers aforesaid, the Committee shall have the power to:

13.2.1 vary, cancel or modify any of its decisions and resolutions from time to time;

13.2.2 investigate any suspected or alleged breach by any Member in such reasonable manner as it shall decide from time to time.

13.2.3 make decisions not inconsistent with this Constitution, including but not limited to:

13.2.3.1 minimum criteria for Club membership and categories of membership;

13.2.3.2 joining fee and annual membership fees;

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- 13.2.3.3 terms and conditions relating to admission the Club, the Clubhouse, functions, rides or any other event as organised, managed or sponsored by the Club;
- 13.2.3.4 the furtherance and promotion of any of the objects of the Club;
- 13.2.3.5 the better management of the affairs of the Club;
- 13.2.3.6 the advancement of the interests of Members;
- 13.2.3.7 the conduct of Committee meetings and Club meetings; and
- 13.2.3.8 disciplinary issues.

13.3 The Committee shall further have the power to:

- 13.3.1 engage on behalf of the Club, the services of professional or any other person/firm and/or employee/s, for any reasons thought necessary by the Committee and on such terms as the Committee shall decide;
- 13.3.2 enter into such agreements with service providers/suppliers and other contractors for the purposes of giving effect to the objects of the Club;
- 13.3.3 enter into leases in respect of the Clubhouse facilities;
- 13.3.4 hold shares in companies;
- 13.3.5 make application for a Liquor Licence for the Clubhouse.
- 13.3.6 appoint sub-committees consisting of such number of Members and such outsiders as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Committee may from time to time deem necessary; and
- 13.3.7 generally to perform all such acts as may be necessary to give effect to this Constitution, its objects and resolutions as passed.

**14. MEETINGS OF THE CLUB**

14.1 The Club shall hold one of its Club Meetings as its Annual General Meeting each year at the Clubhouse. Such meeting is to be held at 7:00 p.m. on the first Wednesday of February of each year, or at such other time and date as the Committee shall decide from time to time.

14.2 All meetings other than the Annual General Meetings and Special General Meetings shall be called Club Meetings.

14.3 Special General Meetings may be called by:

14.3.1 the Committee; or

14.3.2 where the Members who hold at least 60% of the total number of votes within the Club resolve to call a Special General Meeting, the Committee shall be obliged to call such meeting.

14.4 All meetings shall be presided by the Chairperson.

14.5 Only those Full Members who are present at the meeting shall be entitled to vote. No proxies will be allowed.

14.6 Full Members shall be entitled to one vote each.

14.7 The agenda for meetings shall be determined by the Committee, and as such, no Member shall be entitled to raise any matter which needs to be put to the vote unless such matter has been placed on the agenda by the Committee.

**15. NOTICE OF MEETINGS**

15.1 Inasmuch as the Annual General Meeting will take place at the same place and at the same time and day every year, no notice will be required for such meetings. The same applies to all other Club Meetings.

- 15.2 In the case of a Special General Meeting, at least 72 (seventy two) hours notice shall be sent by SMS to Full Members of the details of the meeting and the purpose of the meeting.
- 15.3 At a Special General Meeting or Annual General Meeting, unless stated to the contrary herein, any issue put to the vote shall be determined by a simple majority of Members present and voting.
- 15.4 In the case of a Special General Meeting, and provided that a quorum is present, any issue put to the vote shall be determined by a majority holding not less than 60% (sixty percent) of the total number of votes within the Club i.e. not only those who are present, but of all the Members of the Club.
16. **QUORUM**
- 16.1 In respect of Club Meetings which are held on the first Wednesday of each month as well as Annual General Meetings, no minimum quorum shall be necessary and the Members present shall be deemed to have constituted a sufficient quorum, subject however to the condition that in respect of an Annual General Meeting, the Committee shall be entitled to determine whether or not a sufficient quorum has been established for the purposes of constituting a quorum so as to vote on the issues on the agenda.
- 16.2 In respect of a Special General Meeting, the minimum quorum shall be 60% (sixty percent) of the total number of votes within the Club i.e. not only those who are present, but of all the Members of the Club.

**17. AGENDA AT ANNUAL GENERAL MEETINGS**

In addition to any other matter that may be required to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 17.1 the election of the Committee;
- 17.2 the presentation of the Club's financial statements for the preceding financial year.

**18. DISCIPLINARY**

- 18.1 In the event that any Member should conduct himself in such a manner that the Committee should deem it necessary to take disciplinary action against such Member, then and in such event the following procedure shall be followed:

- 18.1.1 The Committee shall prepare a written document recording the details and nature of the complaint ("charge");
- 18.1.2 The Member concerned shall be furnished with the written charge and shall be advised that he shall be afforded the opportunity of stating his case before the Committee or a Disciplinary Sub-Committee appointed by the Committee to hear the complaint, as well as the time, date and venue of the hearing;
- 18.1.3 The hearing shall be informal and neither the Club nor the Member concerned shall be allowed legal or other representation;
- 18.1.4 After the hearing, the Committee concerned shall make a finding which could result in a fine, suspension or termination of membership, of which any part or the whole can be suspended;

18.1.5 Should any Member fail to attend the disciplinary enquiry, the Committee shall be entitled to conduct the hearing in the Member's absence and make a finding;

18.1.6 There shall be no right of appeal against the decision so made.

19. **AMENDMENTS TO CONSTITUTION**

This Constitution, or any part thereof, as contained herein shall not be repealed or amended, and no new clauses shall be made, save by a Special Resolution adopted at Special General Meeting of the Members.

20. **FORMER CHAIRPERSONS ADVISORY COMMITTEE**

The Chairperson and/or the Committee shall be entitled to seek the advice and guidance of a Committee comprising of the previous Chairpersons of the Club in respect of any matter which affects or involves the objects of the Club or in relation to any matter which may be of material affect or which may fundamentally effect the Club and if deemed necessary, such Committee of Former Chairpersons shall be given the opportunity of addressing the Committee or the Members at any meeting of Members so as discuss and give directions regarding the concerns or issues so raised.

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21. **SIGNATURE**

Signed and accepted by the Committee of the Harley-Davidson Club of  
Cape Town in Cape Town on the \_\_\_\_\_ day of  
\_\_\_\_\_ 2009.

<b><u>Name</u></b>	<b><u>Portfolio</u></b>	<b><u>Signature</u></b>
Jet Pieters	Chairperson	
Tony Struwig	Elder / Vice-Chairperson	
Julie Knutzen	Events-Coordinator	
Bill Spiller	Editor	
Hilton Vos	Road Captain	
Charles Apperley	Treasurer	
Sean Neethling	Secretary	