



CONSTITUTION OF THE CRAIGPARK RESIDENTS ASSOCIATION

Nonprofit organisation registration number: 049-767-NPO

Date Updated: 2026/08/29; Date Adopted: 2026/09/10

1. NAME, STATUS, AREA AND INTERPRETATION

1.1 Name

The name of the organisation is the **CraigPark Residents Association**, referred to in this Constitution as the **CRA** or the **Association**.

1.2 Legal status

The CRA is a voluntary, non-profit association:

- a. established for a public purpose;
- b. with an identity and existence separate from its Members, Committee members and Office-bearers;
- c. with perpetual succession despite any change in its membership, Committee or Office-bearers;
- d. capable of owning and controlling property, holding funds, entering into contracts, appointing or employing persons, and suing or being sued in its own name; and
- e. registered as a nonprofit organisation under registration number 049-767-NPO.

The CRA must reflect its registered status and registration number on its official documents as required by law.

1.3 Address for service

The CRA must maintain a physical address in South Africa for statutory, banking, contractual and service-of-process purposes.

The address:

- a. may be that of an Office-bearer or an address service designated by the Committee;
- b. need not be a public office or premises occupied exclusively by the CRA;
- c. must be provided to public authorities, banks, contracting parties and other persons where legally or reasonably required; and

- d. need not be published publicly unless required by law.

The CRA must provide the address on reasonable request where the requester demonstrates a legitimate need for it.

A change of address does not require an amendment to this Constitution but must be reported to the relevant authorities within the applicable periods.

1.4 Area

The geographical area represented by the CRA is the area shown on the official CRA area map and/or lists where appropriate, as published on the CRA website.

The published map is the authoritative record of the Area

The map in force when this Constitution is adopted must include the areas represented immediately before its adoption, including Craighall, Craighall Park, Dunkeld West and Oerder Park Residential East.

1.5 Changes to the Area

The Committee may extend or adjust the Area where:

- a. the proposed area is adjoining, nearby or functionally connected with the existing Area;
- b. the change is consistent with the Objects;
- c. the change is practical and in the interests of the affected communities;
- d. Members and affected residents are given a reasonable opportunity to comment on a material extension; and
- e. at least two-thirds of the serving voting Committee members approve the change.

A material extension must be reported to and ratified at the next Annual General Meeting.

An established part of the Area may not be permanently removed without a Special Resolution at a General Meeting.

A boundary change may not affect voting eligibility for a General Meeting for which notice has already been issued.



1.6 Definitions

In this Constitution:

“Area” means the geographical area determined under clauses 1.4 and 1.5.

“Business or Institutional Member” means a business, school, nonprofit organisation or other institution operating in or materially serving the Area that has current membership under clause 4.7.

“Clear Days” means that the day on which notice is sent and the day of the relevant meeting or event are excluded when calculating the period.

“Committee” means the elected and co-opted voting members responsible for governing the CRA.

“Connected Person” bears the meaning assigned to that term in the Income Tax Act.

“CRA Community Network” means the WhatsApp, email, website, social-media and other electronic communication systems operated or authorised by the CRA.

“Eligible Voting Member” means an individual who satisfies clause 4.17.

“Fee-Exempt Member” means an individual whose Subscription obligation has been waived or sponsored under clause 4.8.

“Financial Year” means the year ending on 31 December, unless lawfully changed by the Committee.

“General Meeting” means an Annual General Meeting or Special General Meeting.

“Good Standing” means that a Member:

- a. has current membership under clause 4, including that any applicable Subscription is paid when due or that an approved Fee-Exempt, sponsored or Honorary Membership arrangement remains in force;
- b. has provided sufficient information for the CRA reasonably to identify the Member, verify membership and, where applicable, confirm voting eligibility;
- c. is not suspended from membership or voting; and
- d. is materially complying with this Constitution and the Governance Framework.

“Governance Framework” means the policies, codes, undertakings, delegations, agreements and procedures adopted under clause 8.

“Member” means an individual Member, Business or Institutional Member, or other membership category recognised under clause 4, whose membership is current and recorded by the CRA.

“Objects” means the objects set out in clause 2.

“Office-bearers” means the Chairperson, Vice-Chairperson, Secretary and Treasurer, and any additional Office-bearer appointed by the Committee.

“Ordinary Resolution” means a resolution supported by more than 50% of the votes cast by persons entitled to vote.

“Pensioner” means a person who is retired from full-time employment and receives a pension or other retirement income.

“Project” means an initiative undertaken, administered, hosted, funded or supported by the CRA.

“Project Entity” means a separately constituted organisation established or designated to assume responsibility for a Project.

“Special Resolution” means a resolution supported by at least two-thirds of the votes cast by persons entitled to vote.

“Subscription” means an individual or collective recurring payment that establishes or maintains CRA membership.

“Ward Councillor” means a councillor whose municipal ward includes any portion of the Area according to the official ward boundaries then in force.

“Writing” includes email, WhatsApp and any other reliable electronic communication capable of being retained and reproduced.

1.7 Interpretation

Words in the singular include the plural and vice versa.

References to legislation include amendments and replacements.

Headings are for convenience and do not affect interpretation.

If a provision conflicts with mandatory law, the law prevails and the remaining provisions continue to apply.



2. PURPOSE, OBJECTS AND ROLE

2.1 Purpose

The CRA is a volunteer-led civic and public-benefit organisation through which residents and other stakeholders work collectively to protect and improve the Area and contribute to the wellbeing of the wider community.

The CRA converts individual concerns, local knowledge, community participation and available resources into organised, constructive and lawful civic action.

2.2 Objects

The Objects are to:

- a. represent the collective interests of residents and facilitate meaningful public participation;
- b. promote accountable and responsive municipal administration, service delivery, infrastructure maintenance and public investment;
- c. protect the predominantly residential character, amenity, environmental quality and quality of life of the Area;
- d. protect, maintain and improve parks, rivers, public open spaces, the urban environment and shared community assets;
- e. promote community safety through information, prevention, coordination and cooperation with competent authorities and service providers;
- f. promote lawful, responsible and context-sensitive planning, development, building control, land use and heritage management;
- g. inform and equip residents to participate constructively in civic, municipal, environmental and community processes;
- h. encourage active citizenship, volunteering, neighbourly responsibility and community cooperation;
- i. support appropriate community development, employment, skills-development and social-upliftment initiatives;
- j. raise and apply Subscriptions, donations, grants and other resources in furtherance of the Objects;
- k. cooperate with public bodies, Ward Councillors, elected and political representatives, civil-society organisations, businesses and institutions where this advances the Objects; and
- l. undertake any lawful activity reasonably ancillary to the Objects.

2.3 Activities and powers

In pursuing the Objects, the CRA may:

- a. provide a collective civic voice;
- b. coordinate residents, volunteers, organisations, public bodies and service providers;
- c. inform residents about official reporting, participation and consultation processes;
- d. document, monitor and escalate municipal, environmental, planning, safety and infrastructure matters;
- e. make representations and participate in objections, appeals, petitions, administrative processes and litigation where properly authorised;
- f. undertake, support or fund Projects;
- g. appoint employees, advisers and service providers;
- h. enter into contracts, partnerships and cooperation arrangements;
- i. make grants, donations or contributions consistent with the Objects; and
- j. act directly or through appropriate partners.

2.4 Active contribution and the position of non-members

The CRA is community-funded and substantially volunteer-led.

Residents who benefit from its work are expected, where reasonably able, to:

- a. become and remain paid-up Members;
- b. contribute time, skills, information or practical assistance;
- c. use the correct official channels before requesting CRA escalation;
- d. provide accurate information, evidence and reference numbers;
- e. participate in consultations, objections, meetings and public processes;
- f. support community initiatives and shared public spaces; and
- g. take reasonable responsibility for their properties, streets and neighbourhood.

A person who is not a Member in Good Standing:

- a. receives no priority from the CRA;
- b. has no entitlement to individual assistance, representation, advice, correspondence, escalation or case management;
- c. has no entitlement to CRA-funded legal, technical, professional or administrative resources;



- d. has no entitlement to Member communications, meetings, consultations, platforms or activities;
- e. has no entitlement to admission to or continued participation in the CRA Community Network; and
- f. acquires no right or entitlement merely because that person lives in, conducts business in or owns property in the Area.

A non-member may benefit incidentally from community-wide CRA activities, including public-space work, municipal engagement, public participation, environmental initiatives and infrastructure escalation.

Such incidental or collective benefit does not create an individual right or claim against the CRA.

The Committee may assist a non-member where it considers that:

- a. the matter is urgent or involves a material safety risk;
- b. the person is vulnerable or genuinely unable to pay;
- c. the matter is systemic or affects a substantial part of the community;
- d. the matter concerns public infrastructure, a public space or the broader public interest; or
- e. assistance would produce a material public benefit.

2.5 Priority for Members

The Committee may give Members in Good Standing priority when allocating limited CRA time, funds, volunteer effort, professional support and administrative capacity.

The CRA may require a person requesting substantial individual assistance to:

- a. become and remain a paid-up Member;
- b. provide the required information and evidence;
- c. take reasonable preliminary steps;
- d. participate actively and constructively in the matter;
- e. comply with reasonable CRA procedures and limitations; or
- f. contribute towards exceptional professional or Project costs.

Membership does not guarantee that the CRA will accept a matter, provide unlimited assistance or achieve a particular outcome.

Subscriptions, donations and voluntary contributions do not purchase influence over CRA decisions or public authorities.

2.6 Public and political representatives

The CRA may engage with Ward Councillors, public officials, municipal entities, elected representatives and political representatives from any political party where this advances the Objects.

Such engagement does not constitute political endorsement.

The CRA must engage on the merits of the issue and in the interests of the community, irrespective of political affiliation.

2.7 Civic participation and voter education

The CRA is institutionally non-partisan but may actively promote informed civic and democratic participation.

The CRA may:

- a. encourage eligible residents to register and vote;
- b. communicate registration periods, election dates, voting stations and electoral deadlines;
- c. explain how national, provincial, municipal and by-elections operate;
- d. explain objectively how ward, proportional-representation and other ballots operate;
- e. explain how voting choices may affect ward and political-party representation;
- f. promote understanding of political rights and civic responsibilities; and
- g. facilitate voter-registration and voter-education initiatives.

The CRA may use or share relevant information from:

- a. the Independent Electoral Commission;
- b. the Municipal Demarcation Board;
- c. national, provincial or local government;
- d. Ward Councillors and other elected representatives;
- e. civil-society organisations;
- f. educational institutions;
- g. political parties or candidates; and
- h. other credible sources.



Material originating from a political party or candidate may be used where:

- a. its predominant purpose is voter registration, voter education or lawful civic participation;
 - b. its source is identified where appropriate;
 - c. it is not knowingly false or misleading;
 - d. it is not presented as a CRA endorsement; and
 - e. CRA resources are not used predominantly for party-political campaigning.
- The CRA may support or oppose public policy, criticise public performance and hold elected representatives accountable.

The CRA may not:

- a. endorse or campaign for or against a political party or candidate;
- b. contribute funds or resources to party-political campaigning; or
- c. require a Member or Committee member to support a political party.

2.8 Limits of the CRA's role

The CRA is not:

- a. a replacement municipality;
 - b. a police or law-enforcement authority;
 - c. a private security company;
 - d. a neighbourhood police force or self-appointed watchdog over the private conduct of residents;
 - e. a court or tribunal for ordinary private disputes;
 - f. a political party;
 - g. a private club operating solely for paying Members; or
 - h. obliged to pursue every complaint or request submitted to it.
- Community action supplements but does not replace the responsibilities of the City or another public authority.

2.9 Prioritisation

The Committee may determine whether and how a matter should be pursued, considering:

- a. its connection with the Objects;
- b. the number and vulnerability of persons affected;

- c. urgency and seriousness;
- d. available evidence and official remedies;
- e. the willingness of affected residents to participate;
- f. CRA resources and competing priorities;
- g. legal, financial, operational and reputational risk; and
- h. likely public benefit.

The fact that the CRA has assisted with a similar matter previously does not oblige it to undertake every future matter.

3. NON-PROFIT AND PUBLIC-BENEFIT PRINCIPLES

3.1 Public purpose

The CRA must pursue the Objects in a non-profit manner and with an altruistic or philanthropic intent for the benefit of, or in a manner widely accessible to:

- a. residents and other persons in the Area;
- b. users of public spaces and infrastructure;
- c. neighbouring communities;
- d. visitors to the Area; and
- e. the wider public where the CRA participates in public-interest processes.

The CRA's activities may not be conducted primarily for the economic self-interest of its fiduciaries or employees.

3.2 Public Benefit Organisation status

If the CRA applies for or obtains approval as a Public Benefit Organisation:

- a. its sole or principal activities must comprise one or more public-benefit activities recognised under the Income Tax Act;
- b. those activities must be conducted in a non-profit manner and with an altruistic or philanthropic intent;
- c. they must benefit, or be widely accessible to, the public or a sufficiently broad sector of it; and
- d. any other activities must remain lawful and ancillary or incidental.

Nothing in this Constitution represents that the CRA has obtained Public Benefit Organisation or section 18A approval unless formally granted by the South African Revenue Service.



3.3 Application of income and property

All CRA income and property must be used solely to advance the Objects.

No income or property may be distributed directly or indirectly to a Member, Committee member, Office-bearer or Connected Person merely because of membership or office.

The CRA may make:

- a. reasonable payments to independent employees and service providers;
- b. reimbursements of properly incurred expenses;
- c. payments under lawful arm's-length transactions;
- d. grants or contributions advancing the Objects; and
- e. other lawful payments made in furtherance of the Objects.

3.4 No proprietary interest

No Member, Committee member or Office-bearer has any proprietary right to CRA income, property or assets merely because of membership or office.

3.5 Fiduciary responsibility

At least three persons who are not Connected Persons in relation to one another must at all times accept fiduciary responsibility for the CRA.

No single person may directly or indirectly control CRA decision-making.

3.6 Strictly voluntary Committee service

Committee members and Office-bearers serve as volunteers.

They may not receive, directly or indirectly:

- a. a salary or wage;
- b. a stipend;
- c. an honorarium;
- d. a retainer;
- e. an attendance or meeting fee;
- f. an allowance or per diem;
- g. a management, administration or consulting fee;
- h. commission or incentive remuneration; or
- i. payment for their time or ordinary Committee or volunteer work.

A serving Committee member may not be employed by, contract with or invoice the CRA personally or through an entity controlled by that person.

A Committee member or volunteer may be reimbursed only for an actual, reasonable, authorised and properly evidenced expense necessarily incurred for CRA purposes.

No person may approve their own reimbursement or payment.

3.7 Donations and financial integrity

The CRA may not knowingly:

- a. accept a donation that may be revoked for reasons other than a material failure to apply it for its agreed purpose;
- b. accept a donation carrying an improper direct or indirect benefit for the donor or a Connected Person;
- c. misrepresent the tax deductibility of a payment;
- d. participate in unlawful tax avoidance;
- e. conceal the true source, purpose or beneficiary of funds; or
- f. receive, hold or transfer funds connected with unlawful activity.

3.8 Trading

The CRA may conduct fundraising, trading or business activities only to the extent permitted by law and any tax-exempt status granted to it.

3.9 Political activity

CRA resources may not be used directly or indirectly to support, advance or oppose a political party or candidate.

This does not prevent non-partisan voter education, issue-based advocacy, engagement with political representatives, criticism of public policy or holding elected representatives accountable.

3.10 Regulatory status

The CRA may apply for and maintain any NPO, tax-exempt, PBO, section 18A or other approval for which it qualifies.

The Committee must ensure that the CRA continues to comply with the conditions of any approval granted.



4. MEMBERSHIP, VOTING, RIGHTS AND CONDUCT

4.1 Nature of membership

CRA membership is a conditional privilege and is not automatic merely because a person resides in the Area.

Except for an approved Fee-Exempt Member or Honorary Member, a person is a Member only while:

- a. the applicable Subscription is being paid for that person;
- b. the person has supplied the minimum membership information required under clause 4.2;
- c. the person ordinarily resides in the Area, where individual voting membership is concerned;
- d. the person remains in Good Standing; and
- e. the person complies materially with this Constitution and the Governance Framework.

No person becomes or remains a Member merely because that person:

- a. resides in or owns property in the Area;
- b. is related to or lives with a paying Member;
- c. participates in a CRA WhatsApp group;
- d. contributes to Friends of Delta or another Project;
- e. volunteers from time to time; or
- f. previously held membership.

4.2 Minimum information and privacy acknowledgement

An individual wishing to become or remain a Member must provide:

- a. their full first name and surname;
- b. their ordinary residential address in the Area;
- c. a mobile telephone number capable of receiving WhatsApp communications; and
- d. any additional contact information reasonably required to administer membership and formal notices.

The CRA may require reasonable proof of residence where necessary to verify membership or voting eligibility.

The CRA does not ordinarily require an identity number as a condition of membership, but may request additional information where legally required or reasonably necessary to resolve a material identity or eligibility dispute.

By becoming or remaining a Member, the person:

- a. acknowledges that they have been given access to the CRA Privacy Notice, published on the CRA website, which may be subject to amendments and updating in accordance with POPIA;
- b. acknowledges that the CRA must process the minimum personal information reasonably necessary to administer membership, payments, communications, voting, governance, platform access and legal compliance;
- c. agrees to keep their information current and accurate; and
- d. accepts that the CRA cannot administer their membership if they refuse to provide or permit the lawful processing of the minimum required information.

The CRA must process personal information lawfully, reasonably, securely and only for legitimate CRA purposes.

Where consent is legally required for optional processing, the CRA must obtain that consent separately.

4.3 Membership through individual payment

Subject to reasonable verification, an eligible resident becomes a Member when:

- a. the CRA receives a successful Subscription attributable to that person; and
- b. the minimum information required by clause 4.2 has been supplied.

A formal paper or electronic application form is not required.

The CRA may establish and maintain membership from its reasonably available banking, payment-processing, electronic communication and membership records.

A Subscription may be paid by the Member or by another person on behalf of the named Member.

A payment cannot create membership for an unidentified person.

One payment transaction may cover more than one named individual where:

- a. each person is separately identified and recorded; and
- b. the applicable Subscription is allocated to each person.



4.4 Complex and townhouse arrangements

A complex, townhouse development or similar residential group may pay a collective recurring Subscription covering identified residential units.

The complex or group does not itself acquire a vote.

Each covered residential unit may have one principal adult resident recorded as an individual CRA Member.

The principal resident must:

- a. ordinarily reside in the relevant unit;
- b. be the principal household member or levy-paying resident identified for CRA membership purposes;
- c. provide the minimum information required under clause 4.2; and
- d. be recorded individually in the CRA's membership records.

The principal resident has the same one vote as an individually paying Member.

No other adult in the unit becomes a Member merely because:

- a. the unit is covered by the collective payment;
- b. they are a spouse, partner, relative, tenant or occupant of the principal resident; or
- c. they contribute indirectly through household expenses.

An additional adult resident must separately pay an individual Subscription or receive an approved fee exemption, sponsorship or qualifying Honorary Membership to become an Eligible Voting Member.

Where a complex or townhouse development does not pay collectively, any eligible adult resident may join through an individual Subscription.

The CRA may identify a principal resident through information supplied lawfully by the development, managing agent or resident, proof of residence, CRA payment or communication records, or another reasonable verification method.

4.5 Pensioner, concessionary and enhanced payments

The Committee may provide a reduced Subscription for a qualifying pensioner or resident experiencing financial hardship.

Payment of a reduced Subscription does not reduce the Member's rights or vote.

A Member may elect to pay more than the standard Subscription.

Paying more:

- a. does not create an additional vote;
- b. does not create greater governance rights;
- c. does not create a separate class of voting membership; and
- d. does not entitle the payer to preferential influence.

4.6 Friends of Delta and other Project contributions

A payment specifically allocated to Friends of Delta or another ring-fenced CRA Project is a restricted Project contribution and is not, by itself, a CRA membership Subscription.

A Project contribution does not confer:

- a. CRA membership;
- b. voting rights;
- c. eligibility for election to the Committee;
- d. priority access to CRA services; or
- e. another constitutional membership right.

A person may simultaneously be a CRA Member and contribute separately to Friends of Delta or another Project.

Where one payment includes both a Subscription and a Project contribution, the applicable portions must be identifiable in the CRA's records.

4.7 Business and institutional membership

A business, school, nonprofit organisation or other institution operating in or materially serving the Area may become a Business or Institutional Member.

A Business or Institutional Member:

- a. has one vote at a General Meeting;
- b. must nominate one natural person to exercise that vote on its behalf;
- c. may change its nominated representative by written notice to the CRA;
- d. has no additional voting rights because of the amount of its Subscription, donations or other contributions; and
- e. may participate in appropriate CRA information, engagement opportunities and activities determined by the Committee.



The nominated representative exercises the vote on behalf of the Business or Institutional Member and not in their personal capacity.

A person who is separately an Eligible Voting Member in their own individual capacity may exercise:

- a. their own one individual vote; and
- b. the separate one vote of the Business or Institutional Member where they are the duly nominated representative.

No Business or Institutional Member may exercise more than one organisational vote.

4.8 Fee-Exempt Membership

The Committee may approve a personal, non-transferable fee exemption where an eligible resident:

- a. demonstrates genuine financial hardship;
- b. has rendered substantial and sustained voluntary service to the CRA or community;
- c. is expected to provide significant voluntary assistance advancing the Objects; or
- d. qualifies on another exceptional and reasonable basis.

A Fee-Exempt Member must:

- a. satisfy the ordinary residence and age requirements;
- b. provide the minimum information required under clause 4.2;
- c. be individually identified and recorded;
- d. remain in Good Standing; and
- e. comply with the same conduct requirements as a paying Member.

An exemption must be approved in Writing, recorded, periodically reviewed and administered confidentially.

An exemption applies only to the named individual and does not confer membership upon another household member.

No person is entitled to an exemption merely because they do not wish to pay.

A fee exemption may not be granted or backdated for the purpose of influencing voting eligibility at a General Meeting.

Unless exceptional circumstances justify otherwise, a fee exemption intended to confer voting eligibility must be approved before the applicable voting record date.

4.9 Honorary Membership

The Committee may confer Honorary Membership on a person who has rendered exceptional or sustained service to the CRA, the Area or the wider community.

Honorary Membership requires approval by at least two-thirds of the serving voting Committee members.

Honorary Membership:

- a. is personal and non-transferable;
- b. may be conferred for life or for a defined period;
- c. may include exemption from the standard Subscription;
- d. does not confer voting rights on a non-resident; and
- e. carries one vote only where the person ordinarily resides in the Area, has provided the required membership information and is otherwise in Good Standing.

4.10 Individual and organisational voting rights

Each Eligible Voting Member has one individual vote.

Each Business or Institutional Member has one separate organisational vote in accordance with clause 4.7.

No Eligible Voting Member may exercise more than one individual vote, regardless of:

- a. the number of properties or residential units owned;
- b. the amount or number of Subscriptions, levies, donations or Project contributions paid;
- c. whether membership is individually or collectively funded;
- d. association with more than one household or complex; or
- e. involvement in more than one Project.

A person who is both an Eligible Voting Member and the nominated representative of a Business or Institutional Member may exercise:

- a. their own individual vote; and
- b. the separate organisational vote of that Business or Institutional Member.

No Business or Institutional Member may exercise more than one organisational vote.



4.11 Good Standing

A Member is in Good Standing only while:

- a. the applicable Subscription remains current, or an approved fee exemption or Honorary Membership remains in force;
- b. the Member continues ordinarily to reside in the Area where residence is required;
- c. the Member's minimum information remains reasonably current;
- d. the Member is not suspended; and
- e. the Member complies materially with this Constitution and the Governance Framework.

Good Standing may be suspended or lost where a Member:

- a. fails to pay the applicable Subscription when due;
- b. refuses to provide or update the information reasonably required to administer membership;
- c. acts abusively, threateningly, belligerently or persistently disruptively towards CRA volunteers, service providers or other participants;
- d. knowingly makes or distributes materially false or malicious allegations about the CRA or persons acting for it;
- e. persistently misuses CRA platforms to undermine, harass or intimidate;
- f. repeatedly makes unreasonable demands upon the CRA after being informed of the CRA's role, limits and available capacity;
- g. refuses to accept reasonable boundaries concerning matters the CRA cannot or will not undertake;
- h. materially consumes CRA resources through vexatious, repetitive or bad-faith conduct;
- i. breaches the Member and Community Network conduct requirements; or
- j. otherwise acts materially contrary to the Objects or legitimate interests of the CRA.

Good-faith criticism, disagreement, questioning, complaints, protected disclosures and lawful reporting are not misconduct merely because they are robust or inconvenient.

4.12 Member rights

A Member in Good Standing is entitled, subject to this Constitution, to:

- a. receive notices and communications intended for Members;
- b. attend General Meetings;
- c. participate in CRA activities and consultations;
- d. make submissions to the Committee;
- e. receive reasonable information concerning CRA activities and governance;
- f. vote and stand for election where eligible; and
- g. reasonable access to the principal CRA community communication groups intended for residents generally.

These rights remain subject to lawful limitations, the capacity of the CRA, this Constitution and the Governance Framework.

4.13 Member conduct

Every Member must:

- a. act honestly and in good faith;
- b. treat Committee members, volunteers, service providers, residents and other participants with reasonable dignity and respect;
- c. use CRA resources and platforms for legitimate community purposes;
- d. respect privacy, confidentiality and information security;
- e. comply with lawful moderation and governance directions;
- f. refrain from impersonating or purporting to represent the CRA without authority; and
- g. refrain from conduct materially prejudicial to the CRA or community.

Prohibited conduct includes serious or repeated:

- a. harassment, abuse, threats or intimidation;
- b. discriminatory or degrading conduct;
- c. fraud, dishonesty or misuse of CRA resources;
- d. unlawful disclosure of personal or confidential information;
- e. impersonation or unauthorised representation;
- f. disruption of CRA meetings, platforms, Projects or operations;
- g. platform misuse for personal vendettas, unlawful campaigning, spam or unauthorised commercial activity; and



h. deliberate obstruction of lawful CRA activities.

4.14 Legitimate criticism and protected disclosures

Members may criticise the CRA, disagree with decisions, ask reasonable questions, submit complaints, propose resolutions, make protected disclosures and report suspected wrongdoing.

The conduct and disciplinary provisions may not be used to suppress good-faith criticism, whistleblowing or legitimate participation.

4.15 Lapse, suspension and termination

Membership lapses automatically where:

- a. the applicable Subscription is not paid when due;
- b. a collective complex payment ends and the Member does not establish another valid basis of membership;
- c. the person ceases ordinarily to reside in the Area where residence is required;
- d. a fixed fee exemption or Honorary Membership expires; or
- e. the Member resigns.

Membership may be suspended or terminated for misconduct only after:

- a. written particulars of the material concern have been provided;
- b. the Member has been allowed at least seven Clear Days to respond;
- c. conflicted decision-makers have recused themselves;
- d. the response has been considered fairly; and
- e. the decision and principal reasons have been communicated in Writing.

Suspension or termination for misconduct requires the support of at least two-thirds of the disinterested voting Committee members participating in the decision.

The Governance Framework must provide a proportionate review process.

A lapsed or former Member may rejoin only by satisfying the requirements then applicable.

Reinstatement does not retrospectively restore voting rights for an earlier record date.

4.16 Membership records

The CRA must maintain reasonable and reliable electronic membership records.

These may consist of or be compiled from:

- a. banking and payment-processing records;
- b. recurring-payment records;
- c. complex and resident information;
- d. email and WhatsApp records;
- e. fee-exemption and Honorary Membership records;
- f. a membership or customer-relationship-management system; and
- g. another system approved by the Committee.

The absence of a separate application form, standalone database or traditional paper register does not invalidate membership that can reasonably be established from CRA records.

For statutory and constitutional purposes, the combined electronic membership records constitute the CRA's membership register.

The records must be capable of:

- a. identifying Members;
- b. verifying ordinary residence and voting eligibility;
- c. recording the basis on which membership is funded;
- d. being reproduced where required; and
- e. being appropriately protected.

4.17 Voting eligibility and record date

A Member may vote only if that person:

- a. is at least 18 years old;
- b. ordinarily resides in the Area;
- c. has current individual membership;
- d. is sufficiently identified in CRA records;
- e. is in Good Standing; and
- f. is not suspended from voting.

The voting record date is seven Clear Days before a General Meeting unless an earlier reasonable date is specified in the meeting notice.



Only persons whose eligibility can reasonably be verified on the record date may vote.

5. COMMUNICATIONS AND THE CRA COMMUNITY NETWORK

5.1 Nature of the Community Network

The CRA Community Network may include:

- a. WhatsApp Communities and groups;
- b. email lists and newsletters;
- c. websites and online portals;
- d. social-media pages and groups;
- e. volunteer, street-representative and Project channels;
- f. cloud-based platforms; and
- g. any other electronic communication system approved by the Committee.

Participation in the CRA Community Network does not by itself create membership, voting rights or an entitlement to CRA assistance.

5.2 Access

Access to the CRA Community Network is a conditional privilege.

A Member in Good Standing may be given reasonable access to the principal community groups intended for residents generally, but no Member has an absolute right to:

- a. admission to every CRA group or platform;
- b. administrator or moderator status;
- c. access to Committee, confidential, security or specialised Project groups;
- d. unrestricted posting rights; or
- e. continued access following misconduct.

A person who is not a Member in Good Standing has no automatic right to be admitted to or remain in any CRA WhatsApp group, email distribution list or other CRA platform.

5.3 Moderation

The CRA may warn, restrict, mute, suspend, remove or ban a participant where:

- a. their membership has lapsed;

- b. they are not a Member and the Committee no longer considers their participation appropriate;
- c. they breach this Constitution or applicable platform rules;
- d. they create a privacy, security, legal or reputational risk;
- e. they act abusively, dishonestly, threateningly or disruptively;
- f. they misuse CRA information or communication channels; or
- g. continued access is otherwise inconsistent with the Objects.

An authorised administrator or moderator may take immediate protective action where reasonably necessary.

A serious or indefinite restriction must be reviewed in accordance with the Governance Framework.

Platform removal does not prevent the CRA from sending any formal notice that it is legally or constitutionally required to send to a current Member.

5.4 Official communication channels

The CRA is electronically administered.

Its official communication channels are:

- a. email; and
- b. WhatsApp, including official announcement groups, membership groups and direct messages.

The CRA website, newsletters, social-media platforms and other electronic systems may be used as supplementary channels.

The CRA need not distribute every general communication through every available channel.

5.5 Formal notices

A formal notice required by this Constitution must be sent through at least one official electronic channel recorded for the Member.

A notice is valid if sent:

- a. to the latest email address supplied by the Member;
- b. by direct WhatsApp to the latest mobile number supplied;
- c. through an official one-way WhatsApp channel accessible to the Member; or
- d. through another reliable electronic channel accepted by the Member.



Publication in a large interactive group may supplement but should not ordinarily replace direct or one-way delivery.

Where delivery failure is electronically reported, another current official channel should be used where reasonably practicable.

A notice is regarded as sent when electronically transmitted or published through the applicable official channel.

The accidental failure of a Member to receive or read a properly sent notice does not invalidate it or the proceedings to which it relates.

5.6 Contact details, applicable policies and WhatsApp privacy

Every Member must maintain a valid email address or WhatsApp-capable mobile number and keep those details current.

By becoming or remaining a Member, or by participating in the CRA Community Network, a person:

- a. agrees to be bound by this Constitution and the applicable CRA policies, codes and rules published on the CRA website from time to time;
- b. acknowledges that those policies may be reasonably amended in accordance with this Constitution;
- c. is responsible for familiarising themselves with the current versions published on the CRA website;
- d. acknowledges the CRA Privacy Notice and the lawful processing of personal information necessary to administer membership, communications, governance and CRA activities; and
- e. agrees to comply with the applicable rules governing any CRA communication platform in which they participate.

A material amendment to a policy affecting Members must be communicated through the CRA's official electronic channels in accordance with clause 8.3.

Participation in an interactive WhatsApp group constitutes acknowledgement that the participant's mobile number, profile information and messages may be visible to other participants.

A Member is not required to participate in an interactive WhatsApp group in order to receive formal notices.

5.7 Communication methods not required

Unless required by law or approved by the Committee for a particular matter, the CRA is not required to communicate by:

- a. telephone call;
- b. SMS;
- c. physical post;
- d. hand delivery; or
- e. fax.

6. COMMITTEE GOVERNANCE

6.1 Powers

The CRA is governed by the Committee.

Subject to this Constitution and resolutions of General Meetings, the Committee may do anything lawful and reasonably necessary to advance the Objects, including:

- a. approve strategies, priorities, budgets and Projects;
- b. establish portfolios, subcommittees, working groups and Project teams;
- c. appoint employees, contractors, advisers and volunteers;
- d. acquire, lease, control and dispose of assets;
- e. operate bank, investment and payment facilities;
- f. accept Subscriptions, donations, grants and sponsorships;
- g. enter into contracts, partnerships and cooperation arrangements;
- h. commence, defend or settle legal and administrative proceedings;
- i. make grants or contributions consistent with the Objects;
- j. obtain insurance; and
- k. delegate authority while retaining appropriate oversight.

6.2 Composition and fiduciary minimum

The Committee may consist of up to 15 voting members.

At least three voting Committee members must at all times:

- a. accept fiduciary responsibility;
- b. not be Connected Persons in relation to one another; and



c. be legally eligible to act.

No single person may directly or indirectly control CRA decision-making.

If fewer than three eligible and unconnected members remain, the remaining members may act only to:

- a. protect CRA funds, records, assets and legal rights;
- b. comply with urgent statutory, contractual or regulatory obligations;
- c. continue essential existing operations;
- d. co-opt eligible persons; and
- e. call a General Meeting to restore proper governance.

6.3 Eligibility

A voting Committee member must:

- a. be an Eligible Voting Member;
- b. be at least 18 years old;
- c. be willing and reasonably able to serve;
- d. sign the Committee Member Commitment and Undertaking;
- e. disclose relevant interests; and
- f. not be legally disqualified from fiduciary office.

A prospective or serving Committee member must disclose any fact affecting eligibility.

The CRA may take reasonable steps to verify eligibility.

6.4 Terms

A Committee member is elected for a three-year term.

Terms must, as far as reasonably practicable, be staggered so that approximately one-third expire at each Annual General Meeting.

A transitional term shorter than 18 months is not regarded as a full term.

A person may serve three consecutive full terms.

After three consecutive full terms, the person must ordinarily leave the Committee for at least one year.

One additional term may be approved only with the unanimous support of the Eligible Voting Members voting at a General Meeting where exceptional continuity, specialist knowledge or capacity requirements justify it.

6.5 Office-bearers

After each Annual General Meeting, the Committee must appoint from among its voting members:

- a. a Chairperson;
- b. a Vice-Chairperson;
- c. a Secretary; and
- d. a Treasurer.

The Committee may appoint additional Office-bearers and portfolio leads.

Office-bearers are appointed annually and may be replaced by the Committee.

6.6 Functions

The Chairperson provides leadership and ensures that monthly Committee meetings are convened.

The Vice-Chairperson supports and acts for the Chairperson when required.

The Secretary oversees governance records, notices, minutes, membership records and statutory reporting.

The Treasurer oversees financial records, budgets, reporting, cash flow, reserves and financial controls.

The allocation of these functions does not remove the collective fiduciary responsibility of the Committee.

6.7 Vacancies and co-option

The Committee may co-opt an eligible person to fill a vacancy, obtain specialist skills or strengthen representation or governance capacity.

Co-opted voting members may not comprise more than one-third of the maximum permissible voting Committee members unless a General Meeting approves a greater proportion for a defined period.

A co-opted voting member serves until the next Annual General Meeting unless elected and has the same duties as an elected member.

The Committee may appoint non-voting advisers for defined purposes.



6.8 Subcommittees and working groups

The Committee may establish subcommittees, working groups or Project teams where useful.

Such a body:

- a. has no independent legal personality;
- b. does not become a separate fiduciary body;
- c. may not bind the CRA unless expressly authorised in Writing;
- d. must operate within any mandate or delegation given by the Committee; and
- e. remains subject to Committee oversight.

A body exercising material delegated authority must have a written mandate identifying its purpose, powers, limitations, reporting obligations and duration.

6.9 Cessation of office

A Committee member ceases to hold office upon:

- a. death;
- b. resignation;
- c. legal disqualification;
- d. ceasing to be an Eligible Voting Member, subject to a reasonable opportunity to correct an administrative default;
- e. automatic cessation for unexcused absence;
- f. failure to sign the Committee Member Commitment and Undertaking within the applicable period;
- g. removal under this Constitution; or
- h. expiry of the term without re-election or valid co-option.

A resignation is effective when received or on a later stated date and does not require acceptance.

A person who becomes legally disqualified must cease acting immediately and surrender all CRA authority, access, records and property.

6.10 Ward Councillors

A Ward Councillor is not a Committee member, Office-bearer, fiduciary or ex officio participant.

The Committee may invite any relevant Ward Councillor to:

- a. attend a Committee meeting or part of a meeting;
- b. participate in a designated liaison discussion;
- c. assist with municipal escalation or public participation; or
- d. engage with the CRA on a matter affecting the Area.

An invitation:

- a. may be issued or withdrawn at the Committee's discretion;
- b. does not confer voting rights;
- c. does not count towards quorum;
- d. does not confer access to confidential, privileged, personal, disciplinary, procurement, financial or security-sensitive information; and
- e. does not authorise the Ward Councillor to bind or represent the CRA.

Political affiliation, in itself, is irrelevant to whether a Ward Councillor may be invited.

6.11 Committee Member Commitment and Undertaking

A person may not assume or remain in office as an elected or co-opted Committee member unless that person has agreed in Writing to be bound by the Committee Member Commitment and Undertaking.

A newly elected or co-opted member must sign the prescribed undertaking within seven days after election or co-option.

Failure or refusal to sign within that period results in automatic cessation of office.

A person serving when this provision takes effect must sign within the transitional period determined by the Committee, failing which that person automatically ceases to hold office.

The Committee Member Commitment and Undertaking may regulate conduct, participation, confidentiality, conflicts, use of CRA systems, record-keeping and handover, but may not create a substantive qualification, disqualification or ground for removal that is inconsistent with this Constitution.



6.12 Duties and participation

Every Committee member must:

- a. act honestly and in the CRA's best interests;
- b. exercise reasonable care, skill and diligence;
- c. participate meaningfully in the governance and work of the CRA;
- d. attend and prepare for monthly meetings;
- e. engage reasonably through official Committee channels;
- f. accept and perform reasonable responsibilities;
- g. respond within a reasonable time to matters requiring attention;
- h. communicate promptly where an agreed responsibility cannot be performed;
- i. disclose conflicts;
- j. protect confidential information;
- k. respect lawful decisions and delegations; and
- l. provide proper records and handover when responsibilities change.

A person may not remain a Committee member merely in name while failing to contribute meaningfully.

6.13 Attendance and valid apologies

A Committee member unable to attend a scheduled monthly Committee meeting must submit a written apology by 17:00 on the Friday immediately preceding the meeting.

Where a meeting is called after that deadline, an apology must be submitted as soon as reasonably possible.

An apology submitted after the applicable deadline is valid only where:

- a. exceptional and unforeseen circumstances prevented timely notice; and
- b. the late apology is accepted in Writing by either the Chairperson or Vice-Chairperson.

Where the Chairperson is the person seeking acceptance of a late apology, the Vice-Chairperson must determine the matter.

Where the Vice-Chairperson is the person seeking acceptance of a late apology, the Chairperson must determine the matter.

An apology that does not comply with this clause is an unexcused absence.

A Committee member automatically ceases to hold office after failing to attend three consecutive formal monthly Committee meetings without a valid apology.

The Secretary must record the cessation in the minutes and notify the former member in Writing.

The cessation is not dependent upon a further Committee vote.

It may be reversed only where at least two-thirds of the remaining voting Committee members determine that an administrative or factual error occurred.

6.14 Breach, non-performance and misconduct

A Committee member may be removed for:

- a. a material or repeated breach of the Committee Member Commitment and Undertaking;
- b. material or repeated non-performance;
- c. serious or repeated failure to participate;
- d. fraud, dishonesty or misuse of CRA resources;
- e. an undisclosed or improperly managed conflict;
- f. unauthorised disclosure of confidential information;
- g. bullying, harassment, threats or abusive conduct;
- h. unauthorised representation of or commitment on behalf of the CRA;
- i. deliberate obstruction of Committee decisions or CRA operations;
- j. conduct materially prejudicial to the CRA; or
- k. loss of eligibility.

Before a breach, non-performance or misconduct finding is finally determined:

- a. written particulars must be provided;
- b. at least seven Clear Days must be allowed for a response;
- c. an opportunity to correct non-performance must be given where appropriate;
- d. conflicted persons must recuse themselves; and
- e. the response must be considered fairly.

Where at least two-thirds of the disinterested serving voting Committee members participating in the decision determine that removal is justified, the member ceases to hold office immediately upon that decision.

The Governance Framework must provide a proportionate review process.



6.15 Interim protection

The Chairperson and two other disinterested Committee members may temporarily suspend a Committee member's:

- a. authority;
- b. system or financial access;
- c. duties or portfolio;
- d. access to confidential information; or
- e. right to represent the CRA,

where reasonably necessary to protect the CRA pending a final decision.

Where the Chairperson is affected or conflicted, the Vice-Chairperson or another disinterested Office-bearer may act.

6.16 Removal by Members

A Committee member may be removed by Ordinary Resolution at a General Meeting after reasonable notice and an opportunity to respond.

The Committee as a whole may be removed only by Special Resolution at a General Meeting called for that purpose.

That meeting must appoint an interim Committee to serve until a full election can be completed.

6.17 Conflicts and confidentiality

A decision-maker must disclose an actual, potential or reasonably perceived personal or financial interest.

Unless the disinterested Committee members decide otherwise for good reason, the affected person must not:

- a. participate in the discussion;
- b. receive confidential information concerning the matter; or
- c. vote.

A Connected-Person transaction must be fair, reasonable, disclosed and approved by disinterested decision-makers in accordance with the Governance Framework.

Committee members must protect personal, privileged, security-sensitive, disciplinary, procurement, contractual and other confidential information.

These duties continue after leaving office and do not prevent a protected disclosure or lawful report.

7. COMMITTEE MEETINGS AND DECISIONS

7.1 Mandatory monthly meetings

The Committee must hold at least one quorate formal meeting in every calendar month, including December.

This obligation continues despite the unavailability of the Chairperson or another Office-bearer.

A failure to hold the required meeting constitutes governance non-compliance that must be recorded and remedied, but does not by itself invalidate otherwise lawful subsequent Committee action.

7.2 Convening responsibility

The Chairperson must ensure that each monthly meeting is convened.

If the Chairperson is unavailable or fails to do so, responsibility passes successively to:

- a. the Vice-Chairperson;
- b. the Secretary;
- c. the Treasurer; and
- d. any two voting Committee members acting together.

The absence of the Chairperson or Vice-Chairperson does not invalidate a properly convened meeting.

7.3 Schedule, form and notice

The Committee should adopt a recurring annual meeting schedule and schedule monthly meetings early enough to permit an inquorate meeting to be reconvened within the same calendar month.

Meetings may be held:

- a. by video conference;
- b. by audio conference;
- c. through another reliable electronic platform;
- d. in person; or



e. in hybrid form.

For a scheduled meeting, the agenda and available supporting information should ordinarily be circulated at least three Clear Days beforehand.

An unscheduled meeting should ordinarily be called on at least three Clear Days' notice, but shorter notice may be used where:

- a. the matter is urgent;
- b. a deadline or immediate risk must be addressed; or
- c. a majority of the serving voting Committee members agrees.

7.4 Chair and quorum

The Chairperson chairs Committee meetings.

If unavailable or conflicted, the chair passes successively to:

- a. the Vice-Chairperson;
- b. the Secretary;
- c. the Treasurer; or
- d. another voting member elected by those present.

The quorum is a majority of the serving voting Committee members, subject to a minimum of three.

Ward Councillors, non-voting advisers and persons recused for an item are not counted for that item.

7.5 Inquorate meetings

If no quorum is present within 15 minutes after the scheduled starting time:

- a. attendance and apologies must be recorded;
- b. no substantive decision may be made except urgent protective action already authorised by this Constitution; and
- c. the meeting must be reconvened within seven days and, where reasonably possible, within the same calendar month.

The reconvened meeting remains subject to the ordinary quorum.

Repeated failures to obtain a quorum must be addressed under the participation and non-performance provisions.

7.6 Consensus and no-objection decisions

The Committee should operate practically and seek consensus rather than requiring a formal vote on every matter.

At a meeting, where a proposal is clearly stated and no voting Committee member raises a material objection, the chair may record that the proposal has been agreed by consensus.

Through an official electronic Committee channel, an ordinary operational proposal may proceed where:

- a. the proposal has been communicated to all serving voting Committee members;
- b. sufficient information has been supplied;
- c. a reasonable period for objections has been stated;
- d. no material objection is received within that period; and
- e. the proposal falls within the Objects, approved budget, Governance Framework and existing Committee delegations.

The absence of an objection authorises implementation under an existing delegation and is not treated as a formal vote.

7.7 Express voting

At a quorate meeting, each voting Committee member has one vote and an express decision is made by a majority of votes cast, unless a higher threshold is prescribed.

An electronic resolution requiring express approval must be communicated to all serving voting Committee members and requires the support of a majority of all serving voting Committee members unless a higher threshold is prescribed.

Silence is not a vote.

A tied motion fails.

A formal express vote is required for:

- a. constitutional or governance matters requiring a specified majority;
- b. material unbudgeted expenditure;
- c. material contracts or unusual legal or financial exposure;
- d. Connected-Person transactions;
- e. suspension or removal of a Member or Committee member;
- f. material litigation;



- g. transfer of a Project; and
- h. matters reserved for a General Meeting.

7.8 Buddy system and urgent action

The Governance Framework may authorise two Committee members acting together to implement an ordinary Project within an approved mandate, budget or policy after reasonable notice to the Committee.

The buddy system may not be used to avoid any express approval required by this Constitution.

Any two Committee members may take proportionate interim action where immediately necessary to protect:

- a. life, safety or property;
- b. CRA funds, records, systems or data;
- c. a legal right or deadline;
- d. public infrastructure or a public space; or
- e. the material interests or reputation of the CRA.

Urgent action must be reported to the Committee as soon as reasonably possible.

7.9 Minutes and electronic records

Minutes must record:

- a. attendance and apologies;
- b. conflicts declared;
- c. material decisions;
- d. significant electronic, delegated and urgent decisions;
- e. material financial or contractual commitments; and
- f. principal actions and responsibilities.

Official Committee electronic channels form part of CRA governance records.

Significant electronic, delegated and urgent decisions must be confirmed in the minutes of the next or closest available monthly meeting.

Routine operational communications need not be reproduced in the minutes.

7.10 Consultation

The Committee must consult proportionately on decisions materially affecting Members, residents or the Area, taking account of:

- a. likely impact;
- b. urgency;
- c. cost and practicality;
- d. confidentiality and privacy;
- e. legal privilege; and
- f. the need for effective decision-making.

The Committee is not required to consult before routine operational decisions, urgent protective action, action under an existing mandate, or legally privileged or confidential decisions.

Following a material consultation, the Committee must communicate the resulting decision and a reasonable summary of the principal considerations, subject to confidentiality and legal privilege.

Consultation does not transfer the Committee's fiduciary responsibility or require unanimity.

8. GOVERNANCE FRAMEWORK

8.1 Governance Framework

The Committee may adopt, maintain, amend and withdraw policies, codes, procedures, schedules, delegations, agreements and other governance instruments from time to time where reasonably necessary or desirable to:

- a. give effect to the Objects;
- b. administer the CRA effectively;
- c. regulate membership, governance, finance, Projects, communications, service providers, information, risk and other operational matters;
- d. promote good governance, accountability, consistency and continuity;
- e. comply with applicable law, regulatory requirements or recognised good practice; and
- f. protect the legitimate interests, assets, information, reputation and operations of the CRA.



The Governance Framework may include any policies or governance instruments determined by the Committee from time to time.

A policy or governance instrument may not amend, contradict, circumvent or materially reduce a right, duty, prohibition or safeguard contained in this Constitution.

Where a policy conflicts with this Constitution, this Constitution prevails.

8.2 Publication and access

The Committee must determine the appropriate form, location and level of access for policies and other governance instruments.

Policies affecting Members generally should, where appropriate, be published on the CRA website or otherwise made reasonably accessible to Members.

Internal, confidential, privileged, security-sensitive, financial-authority or operational policies may be restricted to the Committee or other authorised persons.

By becoming or remaining a Member, a person agrees to be bound by the applicable Member-facing policies, codes and rules published or otherwise communicated by the CRA from time to time.

8.3 Scope and supremacy

Policies may regulate:

- a. procedures, forms and records;
- b. operational standards and thresholds;
- c. delegated authority;
- d. expenses and reimbursements;
- e. meetings, nominations and elections;
- f. communications and platform moderation;
- g. privacy and information protection;
- h. Projects and service providers;
- i. financial sustainability; and
- j. risk and incident management.

A policy may not amend, contradict, circumvent or materially reduce a constitutional right, duty, prohibition or safeguard.

This Constitution prevails over a conflicting policy.

8.4 Approval and access

A material policy or material amendment requires approval by at least two-thirds of the serving voting Committee members.

Routine schedules, forms, thresholds and delegations may be updated as authorised by the applicable policy.

The principal policies must be maintained in current form, available to Committee members and Members on reasonable request, and published where public publication is appropriate.

A material policy affecting Members must be communicated through the official electronic channels.

Confidential, personal, privileged and security-sensitive information may be withheld from public versions.

8.5 Committee Member Commitment

The Committee Governance and Decision-Making Policy must include the Committee Member Commitment and Undertaking.

The undertaking must address:

- a. fiduciary duties;
- b. meaningful participation and attendance;
- c. confidentiality;
- d. conflicts of interest;
- e. volunteer status;
- f. proper use of CRA systems and information;
- g. compliance with Committee decisions and delegations;
- h. record-keeping; and
- i. handover obligations.



9. GENERAL MEETINGS AND ELECTIONS

The CRA must hold an Annual General Meeting annually, at a time determined by the Committee having regard to:

- a. the end of the Financial Year;
- b. the preparation of the annual financial statements and any applicable external financial report;
- c. applicable statutory, regulatory and tax reporting requirements; and
- d. what is reasonably practical in the circumstances.

The Annual General Meeting should ordinarily be held as soon as reasonably practicable after completion of the annual financial reporting process.

A delay in holding the Annual General Meeting does not of itself constitute a breach of this Constitution where:

- a. there is a reasonable explanation for the delay;
- b. the Committee continues to exercise proper governance and financial oversight; and
- c. all mandatory statutory and regulatory deadlines applicable to the CRA continue to be complied with.

The Annual General Meeting must ordinarily be held in person.

Remote viewing or supplementary electronic facilities may be offered, but only Eligible Voting Members attending in person constitute attendance for purposes of the Annual General Meeting, unless the Committee determines otherwise in accordance with applicable law and this Constitution.

9.2 Annual General Meeting business

The Annual General Meeting must consider:

- a. the Chairperson's report on CRA activities and governance;
- b. the annual financial statements;
- c. the report of the accounting officer, independent reviewer, auditor or other external financial practitioner, as applicable and where available;
- d. the appointment or continuation of the external financial practitioner, where appropriate;
- e. Committee nominations and appointments;
- f. properly submitted resolutions; and

- g. other business included in the notice.

9.3 Special General Meetings

A Special General Meeting may be held physically, virtually or in hybrid form.

The Committee must call a Special General Meeting following a written request signed by at least 15% of Eligible Voting Members.

A request to remove the whole Committee must be signed by at least 40% of Eligible Voting Members and must include:

- a. the material grounds;
- b. the proposed resolution; and
- c. a proposal for interim governance if the resolution succeeds.

A valid requisition must state the purpose, proposed resolutions and sufficient information to verify the supporters' eligibility.

The meeting must ordinarily be held within 60 days after receipt of a valid requisition.

9.4 Failure to convene a requisitioned meeting

If the Committee does not issue notice of a properly requisitioned Special General Meeting within 14 days after receiving the requisition, the requisitioning Members may require the meeting to be convened themselves.

The CRA and Secretary must use the official communication channels to distribute the notice and must provide reasonable administrative assistance necessary to verify eligibility and conduct the meeting.

The CRA is not required to disclose Members' personal contact information to the requisitioning Members.

9.5 Notice

At least 14 Clear Days' notice must be given for:

- a. an Annual General Meeting;
- b. a constitutional amendment;
- c. dissolution;
- d. removal of the whole Committee;
- e. a merger or amalgamation; or
- f. a material change to voting rights.



At least 10 Clear Days' notice must be given for another Special General Meeting.

The notice must state:

- a. the date and time;
- b. the venue or participation method;
- c. the agenda;
- d. material resolutions;
- e. nomination arrangements where applicable; and
- f. voting eligibility arrangements.

The annual financial statements and the report of the applicable external financial practitioner must be made available to Members at the Annual General Meeting and may, where reasonably practicable, be made available earlier.

The Committee may circulate an abridged financial summary or other financial information before the Annual General Meeting for the convenience of Members.

Candidate information should, where reasonably practicable, be circulated at least five Clear Days before the Annual General Meeting.

9.6 Quorum

The quorum for a General Meeting is 10% of Eligible Voting Members, subject to a minimum of 15 Members.

If no quorum is present within 30 minutes after the appointed time, the meeting must be adjourned to a date between seven and 21 days later.

At an adjourned meeting, those Eligible Voting Members present constitute a quorum for ordinary business if this consequence is stated in the adjournment notice.

An adjourned meeting may not:

- a. amend or replace the Constitution;
 - b. dissolve the CRA;
 - c. remove the whole Committee;
 - d. approve a merger or amalgamation;
 - e. materially change voting rights; or
 - f. appoint Committee members,
- unless at least 15 Eligible Voting Members are present.

9.7 Chairing and voting

The Chairperson chairs General Meetings.

In the Chairperson's absence or where the Chairperson is conflicted, the Vice-Chairperson chairs.

If neither is available, the Eligible Voting Members present must elect a chair.

Each Eligible Voting Member has one vote.

Voting may be by:

- a. show of hands;
 - b. ballot;
 - c. secure electronic means where permitted for the meeting; or
 - d. proxy in accordance with this clause and the Governance Framework.
- An Eligible Voting Member who is unable to attend a General Meeting may appoint another Eligible Voting Member as their proxy to attend and vote on their behalf.

A proxy appointment must:

- a. be made in Writing, including electronically;
- b. identify the Member granting the proxy and the Member appointed as proxy;
- c. identify the General Meeting to which it applies;
- d. be received by the CRA within the period and in the manner reasonably prescribed in the meeting notice; and
- e. remain revocable by the Member who granted it.

A proxy is valid only for the General Meeting for which it was granted and any lawful adjournment of that meeting.

No Eligible Voting Member may hold more than one proxy in addition to exercising their own vote.

A Member who attends and votes personally automatically supersedes any proxy previously granted for that meeting.

The Committee may prescribe a simple electronic or written proxy form and reasonable verification procedures through the Governance Framework.

Abstentions are not votes cast.

An Ordinary Resolution requires more than 50% of votes cast.

A Special Resolution requires at least two-thirds of votes cast.



A tied resolution fails.

9.8 Nominations

An Eligible Voting Member may nominate themselves for election to the Committee.

A nomination may be submitted before the Annual General Meeting in accordance with the Governance Framework or made at the meeting.

A nominee must:

- a. be eligible to serve;
- b. consent to nomination;
- c. agree to sign and comply with the Committee Member Commitment and Undertaking;
- d. disclose any material interests reasonably required by the CRA; and
- e. be willing and reasonably able to participate actively in Committee work.

A proposer and seconder are required.

9.9 Uncontested appointments

Where the number of eligible nominees does not exceed the number of available Committee positions, the chair of the meeting must identify the nominees and invite any material objection from the Eligible Voting Members present.

If no material objection is raised, the nominees are declared elected by acclamation and no formal vote is required.

The minutes must record that the nominees were elected without contest.

9.10 Objection to an uncontested nominee

Where an Eligible Voting Member raises a material objection to a particular nominee and the objection is supported by at least one other Eligible Voting Member present, the chair must allow the nominee a reasonable opportunity to respond.

The meeting must then determine that nominee's election by Ordinary Resolution.

An objection must relate reasonably to:

- a. eligibility;
- b. ability or willingness to fulfil Committee responsibilities;
- c. a material conflict of interest;

d. conduct relevant to CRA governance or reputation; or

e. another legitimate governance concern.

The process may not be used merely to harass, embarrass or pursue a private grievance against a nominee.

The remaining uncontested nominees may still be declared elected without a vote.

9.11 Contested election

Where the number of eligible nominees exceeds the available Committee positions, a ballot must be held.

Each Eligible Voting Member may vote for no more candidates than there are available positions.

No voter may cast more than one vote for the same candidate.

The candidates receiving the highest numbers of votes are elected until the available positions have been filled.

The ballot must be administered by an independent returning officer or another disinterested person appointed for the meeting.

9.12 Vacancies and Office-bearers

Where fewer candidates are nominated than there are available positions:

- a. the eligible nominees are declared elected; and
- b. the remaining vacancies may later be filled through co-option.

The CRA is not required to fill all 15 possible Committee positions.

The Annual General Meeting appoints members of the Committee and does not ordinarily appoint individual Office-bearers.

At the first Committee meeting following the Annual General Meeting, the Committee must appoint the Office-bearers from among its voting members.

An Office-bearer appointment may be made by consensus where no voting Committee member objects.

Where there is more than one candidate or a material objection is raised, the appointment must be determined by vote.



10. FINANCE, SUSTAINABILITY AND ACCOUNTABILITY

10.1 Financial principles and year

CRA funds must be managed:

- a. solely in furtherance of the Objects;
- b. honestly, prudently and transparently;
- c. with controls proportionate to the size, activities and risks of the CRA; and
- d. in compliance with all financial, accounting, NPO, tax, PBO, donor and other legal or regulatory requirements applicable to the CRA.

The Financial Year ends on 31 December unless lawfully changed.

10.2 Bank and payment accounts

CRA funds must be held through accounts or payment facilities:

- a. in the name of the CRA; or
- b. clearly established and administered for the CRA under a lawful service-provider arrangement.

No personal bank account may be used to receive or hold CRA funds.

At least two authorised persons must have appropriate visibility, access or recovery capability in relation to each material financial platform.

No single person or service provider may exercise exclusive control over a material CRA financial account or system.

10.3 Annual budget

The Committee must adopt an annual operating budget for each Financial Year.

The budget should, where reasonably practicable, be prepared and approved before the beginning of the Financial Year.

Where this is not reasonably practicable, it must be approved as soon as reasonably possible after the start of the Financial Year and ordinarily no later than 31 March.

A delay beyond that date does not of itself invalidate expenditure or place the CRA in breach of this Constitution where:

- a. there is a reasonable explanation for the delay;
- b. the reason is recorded by the Committee; and

c. the Committee continues to exercise prudent financial oversight in the interim. Until the annual budget is approved, recurring, essential and previously authorised expenditure may continue on a prudent basis.

The budget may be amended during the year as circumstances, income, Projects or priorities change.

10.4 Monthly financial oversight

The Treasurer must provide a financial update at each formal monthly Committee meeting sufficient to enable the Committee to understand and monitor:

- a. available cash and restricted funds;
- b. material income and expenditure;
- c. Subscription income and material arrears;
- d. recurring and committed expenditure;
- e. material liabilities and contractual commitments;
- f. performance against budget where an approved budget is available;
- g. unusual or Connected-Person transactions;
- h. cash flow and reserve adequacy; and
- i. material financial risks affecting the CRA.

The form and detail of the reporting must remain proportionate to the CRA's size and activities.

More complete financial reporting must be provided at least quarterly.

Every material bank, payment-processing and fundraising account must be regularly reconciled.

10.5 Annual financial statements

The CRA must maintain proper accounting records and prepare annual financial statements for each Financial Year.

The statements must be prepared:

- a. within the period required by applicable law;
- b. using accounting policies and standards appropriate to the CRA and its regulatory status; and



- c. with sufficient time, where reasonably practicable, for the applicable external financial report or assurance process to be completed for consideration by Members.

The Constitution does not prescribe an earlier fixed internal deadline than that required by law.

The Committee must nevertheless progress the annual financial statements without unreasonable delay after year-end.

10.6 External financial oversight

For each Financial Year, the CRA must appoint an appropriately qualified and independent external financial practitioner to perform whatever level of reporting, examination, review, assurance or audit is:

- a. required by the Nonprofit Organisations Act or another applicable law;
- b. required by SARS as a consequence of any tax-exempt, PBO or section 18A status;
- c. required by a regulator, funder, donor or contractual arrangement; or
- d. considered reasonably appropriate by the Committee having regard to the CRA's size, income, activities and financial risks.

The practitioner may act as an accounting officer, independent reviewer, auditor or other appropriately qualified practitioner according to the requirements applicable at the time.

Nothing in this Constitution requires an audit or independent review where that level of assurance is not required and the Committee reasonably determines that it is unnecessary.

10.7 Independence and appointment of practitioner

The external financial practitioner must:

- a. possess the qualifications and professional standing required for the work;
- b. be sufficiently independent of the persons responsible for preparing and approving CRA financial records;
- c. disclose any material conflict of interest;
- d. have reasonable access to the records and information needed to perform the appointment; and

- e. report material financial-control or compliance concerns identified during the appointment.

The Committee must approve the appointment annually or confirm the continuation of an existing appointment.

The appointment and nature of the work performed must be reported to Members at the Annual General Meeting.

The Committee may replace the practitioner for a proper governance reason, including independence, competence, availability, performance or cost.

10.8 Annual reporting and the AGM

The CRA must comply with every statutory and regulatory deadline applicable to:

- a. annual financial statements;
- b. accounting-officer reports;
- c. independent reviews or audits;
- d. narrative reports;
- e. annual returns; and
- f. tax reporting.

The Committee must use reasonable endeavours to have the completed annual financial statements and applicable external practitioner's report available for the Annual General Meeting.

Where the applicable report cannot reasonably be completed before the Annual General Meeting without delaying the AGM beyond its constitutional or statutory timeframe:

- a. the Annual General Meeting may proceed;
- b. Members must be informed of the reason for the outstanding report;
- c. the completed statements and report must be circulated to Members as soon as reasonably possible thereafter; and
- d. the applicable statutory filing deadlines remain binding.

10.9 Financial controls and expenses

The Finance, Procurement, Expenses and Sustainability Policy must regulate:

- a. banking and system access;
- b. payment approvals;



- c. delegated authority;
- d. procurement and quotation requirements;
- e. contracts;
- f. expense claims and reimbursements;
- g. recurring and automated payments;
- h. Project and restricted funds;
- i. assets and equipment;
- j. Connected-Person transactions;
- k. reserves and cash-flow forecasting; and
- l. financial-warning and recovery procedures.

No person may be the sole initiator and final approver of a material payment to themselves or a Connected Person.

Material payments require at least two appropriate approvals.

A Committee member or volunteer may be reimbursed only where an expense:

- a. was actually incurred;
- b. was reasonably necessary for an authorised CRA purpose;
- c. is reasonable in amount;
- d. is supported by satisfactory evidence; and
- e. is approved by disinterested authorised persons.

The CRA may not reimburse personal living expenses, time, unsubstantiated allowances, fines, unlawful expenditure or excessive, frivolous or unrelated claims.

A knowingly false, inflated, duplicate or improper claim constitutes serious misconduct and any improper payment is recoverable.

10.10 Contracts and restricted funds

A material contract or financial commitment must:

- a. be in Writing;
- b. identify its material scope, total value and duration;
- c. be properly approved; and
- d. be retained in CRA records.

Multi-year arrangements are permitted where affordability, performance, benefit, duration, automatic renewal, termination rights and penalties have been reasonably considered.

Restricted donations and Project funds must be separately identified and applied according to lawful donor conditions.

Restricted funds may not be used for general operating costs unless permitted by those conditions.

10.11 Financial sustainability

The Committee must monitor the CRA's financial sustainability and going-concern position.

The Finance, Procurement, Expenses and Sustainability Policy must establish proportionate arrangements for:

- a. cash-flow forecasting;
- b. reserves;
- c. financial-warning indicators;
- d. expenditure controls;
- e. financial-recovery measures; and
- f. assessing the CRA's ability to meet its obligations as they fall due.

A material financial-warning event must be reported promptly and, where necessary, a recovery plan must be adopted and monitored.

If the Committee determines that the CRA has no reasonable prospect of meeting its material obligations or maintaining essential operations for the following 12 months, it must:

- a. avoid unnecessary new obligations;
- b. protect CRA funds, records, data and assets;
- c. obtain appropriate professional advice;
- d. inform Members of the material position, subject to lawful confidentiality; and
- e. call a Special General Meeting within 60 days.



10.12 Records and regulatory compliance

Financial, membership, governance, contractual and regulatory records must be retained for the period required by applicable law and, in any event, for not less than five years unless a longer period is required.

The Committee must ensure continuing compliance with all reporting and filing obligations arising from the CRA's status, including as applicable:

- a. NPO registration;
- b. income-tax and tax-exempt status;
- c. PBO approval;
- d. section 18A approval;
- e. Information Regulator requirements;
- f. donor and funding arrangements; and
- g. any other statutory or regulatory status obtained by the CRA.

11. PROJECTS, SERVICE PROVIDERS AND RISK

11.1 Projects

The CRA may initiate, administer, host, fund or support Projects connected with the Objects.

A CRA Project remains subject to:

- a. this Constitution;
- b. the Governance Framework;
- c. CRA financial controls;
- d. donor restrictions;
- e. information-protection requirements;
- f. applicable agreements; and
- g. applicable law.

Separate Project ledgers, cost centres, fundraising channels or accounts do not create a separate legal entity or remove CRA responsibility.

11.2 Project Entities and transfers

The CRA may assist in establishing a separate Project Entity to assume responsibility for a Project, park, public space or initiative.

A Project is regarded as transferred only when:

- a. the Project Entity has been lawfully constituted;
- b. a written transfer, separation or close-out agreement has been concluded;
- c. the effective date and allocation of operations, funds, assets, contracts, records and liabilities are identified;
- d. funds and assets have been reconciled and dealt with;
- e. any CRA bank account or payment channel has been closed, transferred or restructured;
- f. required third-party consents, cessions, delegations or novations have been obtained; and
- g. affected stakeholders have been notified where reasonably necessary.

After transfer, the Project Entity acts in its own name and for its own account.

The CRA is not responsible for post-transfer acts, omissions or obligations of the Project Entity except for:

- a. obligations expressly retained;
- b. liabilities incurred before transfer; and
- c. liabilities that cannot lawfully be excluded.

Continued cooperation, advocacy, funding or attendance does not reinstate CRA control or responsibility unless agreed in Writing.

11.3 Affiliated park and public-space groups

Where a park, public open space or similar community asset is adopted, supported or recognised by the City or another public authority in the name of, through, or under the auspices of the CRA, but is operated substantially by a separate resident group, committee or volunteer structure, that group is an Affiliated Park Group.

An Affiliated Park Group:

- a. may operate with substantial day-to-day autonomy;
- b. is not a Committee or fiduciary body of the CRA merely because of the affiliation;
- c. may not bind, contract for, incur liabilities for or represent the CRA unless expressly authorised in Writing;
- d. must comply with the applicable City or public-authority arrangement, applicable law and reasonable CRA governance requirements; and



e. may use the CRA's name, standing or relationship with the City only in accordance with written authority from the CRA.

Every Affiliated Park Group must enter into and maintain a written Park Stewardship and Affiliation Agreement with the CRA.

The agreement must regulate, where applicable:

- a. the park or public space concerned and the applicable public-authority approval;
- b. the persons responsible for the group and a nominated CRA liaison;
- c. financial administration and bank accounts;
- d. use of the CRA name, logo and institutional standing;
- e. dealings with the City or another public authority;
- f. contractors, employees and volunteers;
- g. insurance, safety and legal compliance;
- h. confidentiality, personal information and records;
- i. reporting obligations;
- j. material incidents and disputes;
- k. indemnities and allocation of responsibility;
- l. suspension or withdrawal of CRA support; and
- m. termination and handover.

Each Affiliated Park Group must provide the CRA with a concise written report at least once every six months covering:

- a. principal activities and developments;
- b. material engagements with the City or another public authority;
- c. a concise financial summary;
- d. current responsible persons;
- e. material contractors or commitments;
- f. significant incidents, complaints, disputes or legal matters; and
- g. any material governance, safety, insurance or regulatory concern.

An Affiliated Park Group must notify the CRA promptly of any matter reasonably likely to expose the CRA to material legal, financial, governance or reputational risk.

Unless expressly agreed otherwise, the Affiliated Park Group is responsible for its own operations, expenditure, contractors, volunteers and liabilities.

To the fullest extent permitted by law, the Affiliated Park Group must indemnify the CRA against loss, liability, cost or claim arising from unauthorised acts, unlawful conduct, negligence, breach of the relevant public-authority arrangement, or commitments undertaken by the group without CRA authority.

Nothing in this clause limits an obligation that the CRA itself owes directly to the City or another third party under an agreement to which CRA is a party.

Where an Affiliated Park Group materially fails to comply with its agreement or reporting obligations, or exposes the CRA to unacceptable risk, the CRA may suspend or withdraw its affiliation, authority, brand use, systems access or other support and may notify the relevant public authority accordingly.

11.4 Service providers

Every material service-provider appointment must be governed by:

- a. a written scope, service level agreement or appointment schedule; and
- b. the current CRA Master Service Provider Agreement or another agreement approved as providing equivalent protection.

The CRA Master Service Provider Agreement may be amended by the Committee from time to time.

An amendment applies to an existing appointment only where lawfully incorporated into that agreement.

Service-provider agreements must address, where relevant:

- a. services, standards, price and duration;
- b. confidentiality and CRA data;
- c. POPIA and operator obligations;
- d. information security and incident notification;
- e. subcontracting and use of information;
- f. CRA records, systems, brand and intellectual property;
- g. performance, conflicts, anti-bribery and fraud controls;
- h. insurance and appropriate liability protections; and
- i. termination and orderly handover.

No service provider acquires an independent right to CRA data, systems, Projects, goodwill or brand assets.



11.5 Digital assets

CRA domains, websites, email accounts, WhatsApp Communities, social-media pages, cloud storage, payment platforms, databases and administrator credentials must be controlled for the CRA and not for an individual.

At least two authorised persons must, where technically possible, have or be able to recover administrative access.

A person whose role or appointment ends must immediately surrender or transfer all CRA access, credentials, data, records and property.

11.6 Risk, insurance and safeguarding

The Committee must review material CRA risks and insurance requirements at least annually.

Where an activity materially involves children or vulnerable persons, proportionate safeguarding measures must be applied.

Material incidents involving serious injury, fraud, corruption, loss of funds, data compromise, violence, safeguarding, litigation or material contractual failure must be escalated and managed under the Projects, Service Providers and Risk Policy.

12. INTEGRITY, INFORMATION AND AUTHORITY

12.1 Anti-bribery and corruption

The CRA has zero tolerance for bribery, corruption, fraud, theft, extortion, kickbacks, facilitation payments, improper inducements, money laundering and dishonest financial conduct.

No person acting for the CRA may:

- a. offer, give, request or accept a bribe or improper benefit;
- b. provide gratification intended to influence a decision, avoid enforcement or obtain preferential treatment;
- c. solicit or receive an undisclosed commission, kickback, referral fee or secret profit;
- d. manipulate procurement, quotations, appointments, donations, invoices, expense claims or payments;
- e. conceal or inaccurately record the true nature or purpose of a transaction;
- f. misuse CRA funds, information, authority or opportunities for private benefit; or

- g. improperly influence a public official, Ward Councillor, political representative or another decision-maker.

12.2 Gifts and political contributions

A person acting for the CRA may not solicit a personal gift or benefit arising from their CRA role.

Cash or cash-equivalent gifts may not be accepted.

No gift, hospitality or benefit may be accepted where it may influence or reasonably appear to influence a CRA decision.

Any rebate, credit, loyalty benefit or supplier incentive arising from CRA expenditure belongs to the CRA.

CRA funds and resources may not be contributed to a political party, candidate or party-political campaign.

12.3 Reporting, non-retaliation and investigation

A person who reasonably suspects bribery, corruption, fraud, theft or related misconduct should report it through an appropriate internal or external channel.

No person may intimidate, threaten, disadvantage, harass or retaliate against another person for:

- a. making a good-faith report;
- b. declining to participate in suspected wrongdoing;
- c. providing information or evidence; or
- d. assisting an investigation.

A knowingly false or malicious allegation may constitute misconduct.

A credible allegation must be assessed promptly and fairly.

The CRA may:

- a. preserve records and evidence;
- b. suspend authority, access or payments;
- c. appoint an independent investigator;
- d. recover improperly obtained funds or benefits;
- e. terminate appointments or contracts; and
- f. report matters to insurers, regulators or law-enforcement authorities.



A person implicated in an allegation may not control or materially influence the investigation.

No internal process or confidentiality obligation may prevent a report required by law.

12.4 Privacy and access to information

The CRA must comply with applicable privacy, access-to-information and information-security laws.

The CRA must designate and register an Information Officer and any appropriate Deputy Information Officers.

The Communications, Community Network and Information Policy must address:

- a. privacy notices;
- b. lawful and minimal processing;
- c. access controls;
- d. service-provider and operator arrangements;
- e. security incidents;
- f. retention and destruction;
- g. data-subject and records requests;
- h. direct marketing; and
- i. the CRA's PAIA manual.

12.5 Member and supporter information

The CRA may process Member and supporter information where reasonably necessary to:

- a. administer membership, donations and payments;
- b. maintain membership records;
- c. verify voting eligibility;
- d. issue notices and communications;
- e. manage Projects and volunteers;
- f. comply with law; and
- g. pursue the Objects.

Membership does not create an unrestricted right to inspect personal, privileged, confidential, security-sensitive or otherwise protected information.

12.6 Authority

Only the Committee or a person authorised by it may:

- a. make an official CRA statement;
- b. bind or commit the CRA;
- c. commence a Project in its name;
- d. instruct a service provider;
- e. use the CRA identity officially; or
- f. represent that they speak on behalf of the CRA.

Electronic records, approvals and signatures are valid to the extent permitted by law.

13. LIABILITY, INDEMNITY AND DISPUTES

13.1 No personal liability arising from membership

To the fullest extent permitted by law, a Member does not become personally liable for:

- a. a debt, obligation or liability of the CRA;
- b. an act or omission of the Committee, an Office-bearer, service provider, volunteer or another Member;
- c. information or content communicated by another person through the CRA Community Network; or
- d. an outcome arising merely because the person is a Member or participant in a CRA communication channel.

13.2 Committee members, moderators and volunteers

A Committee member, Office-bearer, administrator, moderator, employee or volunteer is not personally liable for an act or omission undertaken:

- a. honestly;
- b. in good faith;
- c. within their actual or reasonably understood authority; and
- d. for a proper CRA purpose.

This protection does not apply to fraud, theft, dishonesty, wilful misconduct, gross negligence, a knowing unlawful act or liability that cannot lawfully be excluded.



13.3 Community communications

The CRA Community Network is a community-information and communication service.

Unless expressly stated otherwise:

- a. information distributed through the network is general information and not legal, financial, medical, engineering, security or other professional advice;
- b. the CRA does not warrant the completeness or accuracy of third-party, resident-generated, public-body or service-provider content;
- c. each participant remains responsible for content they publish or forward;
- d. recipients must exercise reasonable judgment and verify important information through appropriate official or professional sources; and
- e. the CRA is not liable merely because it transmitted, hosted, moderated, removed or failed to remove third-party content.

The CRA must nevertheless act reasonably when notified of apparently unlawful, threatening, fraudulent or materially harmful content.

13.4 No guarantee of outcomes

The CRA does not guarantee:

- a. municipal action;
- b. law-enforcement or security outcomes;
- c. the performance of a service provider;
- d. the success of an objection, representation, Project or legal process;
- e. uninterrupted operation of an electronic platform; or
- f. any result arising from information shared through the CRA Community Network.

Nothing in this Constitution excludes liability arising from the CRA's own fraud, wilful misconduct, gross negligence or any liability that cannot legally be excluded.

13.5 Indemnity and insurance

The CRA may indemnify a person acting properly on its behalf and may obtain appropriate insurance for the CRA, Committee members, employees, volunteers and Projects.

13.6 Unauthorised conduct

A person who purports to bind or represent the CRA without authority may be personally responsible for the resulting obligation, loss or liability.

13.7 Complaints and disputes

The Governance Framework must provide a proportionate process for complaints and internal disputes concerning membership, conduct, governance, platforms, Projects and CRA activities.

Parties should first attempt good-faith resolution through discussion, facilitation or mediation where appropriate.

Nothing prevents:

- a. urgent legal relief;
- b. a protected disclosure;
- c. reporting unlawful conduct; or
- d. exercising a statutory right.

14. AMENDMENT, MERGER, DISSOLUTION AND WINDING-UP

14.1 Amendments

This Constitution may be amended or replaced only by Special Resolution at a properly constituted General Meeting.

The proposed amendment or replacement must be circulated with the meeting notice.

14.2 Administrative corrections

The Committee may correct numbering, formatting, typographical errors, broken cross-references and outdated legislative or institutional names without a General Meeting, provided no substantive right, obligation or governance arrangement is changed.

Corrections must be reported to Members.



14.3 Filing and review

After an amendment or replacement has been adopted, the Committee must submit to the NPO Directorate:

- a. a copy of the resolution;
- b. the amended or replacement Constitution; and
- c. a certificate signed by a duly authorised Office-bearer confirming that the resolution complies with this Constitution and applicable law.

The amendment or replacement must also be submitted to the South African Revenue Service and any other authority where required.

This Constitution must be formally reviewed at least once every five years and earlier where legislation, regulatory status or material governance requirements change.

A review does not require an amendment where the Constitution remains fit for purpose.

14.4 Merger or amalgamation

The CRA may merge, amalgamate or combine substantially with another residents' association or nonprofit organisation only by Special Resolution at a General Meeting.

The meeting notice must include the material terms and the proposed treatment of:

- a. Members and voting rights;
- b. governance;
- c. assets and liabilities;
- d. Projects and restricted funds;
- e. contracts and service providers;
- f. records and personal information; and
- g. this Constitution.

Routine cooperation, affiliation and joint Projects do not constitute a merger.

14.5 Dissolution as a measure of last resort

The CRA may be dissolved only by Special Resolution at a General Meeting called specifically for that purpose.

Dissolution must be treated as a measure of last resort.

Where the CRA experiences a breakdown in governance, insufficient Committee members, financial difficulty or another circumstance threatening its continued operation, reasonable efforts must first be made, where practicable, to preserve or restore the Association, including:

- a. co-opting or electing eligible Committee members;
- b. calling a General Meeting to reconstitute the Committee;
- c. implementing an appropriate financial or operational recovery plan;
- d. reducing or restructuring activities and commitments;
- e. transferring individual Projects where appropriate;
- f. obtaining professional governance, financial or legal assistance; or
- g. considering an appropriate merger, affiliation or other restructuring consistent with the Objects.

The inability of the Committee temporarily to operate at full strength does not itself dissolve the CRA.

A proposal for dissolution must explain to Members:

- a. why continued operation or reconstitution is no longer reasonably practicable;
- b. the financial position of the CRA;
- c. the treatment of outstanding liabilities, contracts, Projects and restricted funds;
- d. the proposed winding-up arrangements; and
- e. the proposed approach to identifying an appropriate recipient of any remaining assets.

14.6 Winding-up and custody of assets

Following approval of dissolution, the CRA remains in existence for so long as reasonably necessary to complete the winding-up of its affairs.

During that period:

- a. no remaining funds or assets may be distributed to Members, Committee members, Office-bearers, donors or other private persons;
- b. CRA funds must remain in appropriately controlled CRA accounts or, where reasonably necessary for independent safekeeping, may be placed in the trust account of an appropriately appointed legal practitioner or another lawful custodial arrangement;



- c. funds held during winding-up remain the property of the CRA and may be used only to discharge lawful liabilities, winding-up expenses and obligations of the CRA;
- d. the Committee or person responsible for the winding-up must preserve appropriate accounting records and financial controls; and
- e. no person may withdraw, redirect, pledge or apply the assets for a purpose inconsistent with this Constitution.

The use of an attorney's or other professional trust account for temporary custody does not constitute the transfer of the CRA's residual assets to the ultimate recipient.

The CRA must not establish a separate trust or other entity merely to hold residual assets unless professional advice confirms that the arrangement is lawful, appropriate and consistent with the CRA's NPO and, where applicable, PBO obligations.

14.7 Person responsible for winding-up

The General Meeting approving dissolution must, where reasonably practicable, appoint:

- a. the remaining Committee;
- b. one or more specified Office-bearers;
- c. an independent attorney, accountant or other appropriately qualified professional; or
- d. a combination of those persons, to administer the winding-up.

The person or persons appointed must:

- a. take control of and safeguard CRA assets and records;
- b. determine and settle or make provision for lawful liabilities;
- c. terminate or transfer contracts and Projects appropriately;
- d. reconcile all bank, investment, payment and Project accounts;
- e. identify any restricted funds and comply with the applicable restrictions;
- f. prepare an appropriate final financial account;
- g. identify a qualifying recipient or recipients for residual assets; and
- h. complete all required notifications, deregistrations and regulatory filings.

Where no functioning Committee remains, the Members at a General Meeting may appoint the person or persons responsible for the winding-up directly.

14.8 Remaining assets

After all lawful liabilities and winding-up costs have been paid or adequately provided for, all remaining CRA assets must be transferred as soon as reasonably practicable to one or more qualifying organisations.

The intended recipient must:

- a. be a South African registered nonprofit organisation;
- b. where the CRA is then an approved Public Benefit Organisation, be a recipient permitted to receive residual assets under section 30 of the Income Tax Act and any applicable conditions of the CRA's PBO approval;
- c. have objects substantially similar to or compatible with those of the CRA;
- d. be required to apply the transferred assets solely towards nonprofit and, where applicable, approved public-benefit activities; and
- e. preferably conduct activities in, for the benefit of, or materially connected with the Area or the communities served by the CRA.

The General Meeting may identify one or more preferred recipients when approving dissolution.

If no suitable recipient has then been identified, the person responsible for the winding-up may retain the residual assets temporarily under the controls in clause 14.6 while reasonable steps are taken to identify a qualifying recipient.

Residual assets may not be held indefinitely merely because agreement on a recipient has not been reached.

Where more than one qualifying recipient is identified, the residual assets may be divided between them where this reasonably advances the Objects and complies with applicable law.

Under no circumstances may residual assets revert to, or be distributed among, Members, Committee members, Office-bearers or other private persons.

14.9 Restricted and Project funds on dissolution

A restricted donation or Project fund must, where legally and practically possible, be dealt with consistently with its original lawful purpose and any binding donor or contractual condition.



Where the original purpose can no longer be fulfilled, the person responsible for the winding-up must seek to transfer the relevant funds to a qualifying nonprofit or public-benefit organisation capable of applying them to a substantially similar purpose.

Restricted funds may not simply be absorbed into unrestricted residual assets where doing so would breach a lawful restriction.

15. TRANSITIONAL ARRANGEMENTS AND ADOPTION

15.1 Transitional arrangements

The Committee serving when this Constitution takes effect continues in office in accordance with its existing terms, subject to this Constitution and its provisions governing eligibility, attendance, the Committee Member Commitment and Undertaking, resignation, cessation and removal.

The Committee must, within a reasonable period after adoption:

- a. align existing membership and payment arrangements with this Constitution;
- b. ensure that persons wishing to exercise voting rights are appropriately identified and recorded;
- c. review and record existing Fee-Exempt and Honorary Membership arrangements;
- d. adopt, amend or confirm the policies and governance instruments reasonably required under the Governance Framework;
- e. review existing service-provider agreements, Projects, delegations, affiliations and digital systems for consistency with this Constitution;
- f. implement the Committee Member Commitment and Undertaking;
- g. ensure that the official Area map correctly reflects the Area represented by the CRA; and
- h. take any other reasonable administrative step necessary to implement this Constitution.

Existing policies, appointments, mandates, contracts, Projects, affiliations and governance arrangements remain valid to the extent that they are consistent with this Constitution until amended, replaced, transferred or terminated.

15.2 Adoption

This Constitution replaces all previous constitutions of the CraigPark Residents Association.

It was adopted by Special Resolution at a properly constituted General Meeting held on **10 September 2026**.

This Constitution takes effect on the date of adoption unless applicable law expressly requires otherwise.

The Committee must make any filing, notification, registration or submission required by applicable law or by the CRA's NPO, tax-exempt, PBO or other regulatory status.

15.3 Certification and signatures

The undersigned certify that this Constitution was adopted in accordance with the requirements of the CraigPark Residents Association and applicable law.

Signed on behalf of the CraigPark Residents Association:

Chairperson

Name: Albert De Bondt

Signature: _____

Date: _____

Vice-Chairperson

Name: Samantha Herman

Signature: _____

Date: _____

Secretary

Name: Michael Tiger

Signature: _____

Date: _____

Treasurer

Name: Caron Askew

Signature: _____

Date: _____