

MG CAR CLUB PORT ELIZABETH CENTRE



1. NAME

The name of the Club is the MG CAR CLUB - PORT ELIZABETH CENTRE (MGCCPE) which is affiliated to The MG CAR CLUB LIMITED (UK).

2. LEGAL ENTITY

The club shall be a separate legal entity, entirely distinct from its members and shall be capable of suing or being sued, acquiring, holding, disposing or alienating property, fixed or otherwise, or in any other manner of contracting in its own name.

3. DOMICILE

The Club is domiciled in Port Elizabeth, South Africa.

4. OBJECTIVES

The Objectives of the Club are:

- (a) To assist in the acquisition, preservation and maintenance of MG cars. A register will be kept of all MG cars owned by members of the Club.
- (b) To promote, organise and hold on a regular basis competitions, trials, displays, gymkhanas, excursions and the like and to present awards and prizes in respect thereof.
- (c) To provide to owners and drivers of MG cars and their friends/associates who share a common interest, a Club which will facilitate the exchange of information among members with the purpose of fostering and maintaining the interest in MG cars. To achieve this, regular social meetings and events will be arranged. In addition, where possible, reciprocal relations will be cultivated with kindred clubs and associations.
- (d) The funds of the Club shall be utilised in furtherance of these objectives and may be invested while being accumulated towards these objectives. No portion of the profits, gains or funds of the Club may be distributed to any person. However, at the discretion of the Committee occasional sponsorship of events and/or members attending an official event may be sanctioned.

5. INTERPRETATION

- (a) A member means a Member of the Club whose application for membership has been approved by the Committee, whose Subscription is not more than 3 months in arrears and who has not been suspended or expelled in terms of this constitution.

- (b) "In writing" shall mean paper based, e-mail and/or other social media platforms such as WhatsApp, text messages and the like.

6. MEMBERSHIP

- (a) Any person who owns or acts as custodian of an MG car or any person who subscribes to the objectives of the Club may apply for membership by submitting a membership application form. Such person/s may, by resolution, be accepted to membership or the application may be rejected in the absolute discretion of the Committee and without being obliged to give any reason for such rejection.

- (b) A person whose application for membership has been rejected may not re-apply for membership within 6 months of the rejection.

- (c) On the acceptance of a new member, the Secretary shall notify the prospective member of the decision in writing and send such new member a welcome letter, indemnity form, invoice and copy of the Constitution of the Club.

- (d) By submitting a signed Club Indemnity and payment of the subscription fee shall be an acknowledgement on the part of a new member that such member is bound by and will observe to the terms and conditions of the Constitution of the Club.

- (e) Members may be categorised into one of the following classes:
 - (i) FULL MEMBERSHIP: is open to those who own or regularly drive an MG car or shows an interest in the MG marque and subscribes to the objectives of the club. Subscription fees will be payable as set out in clause 8.
 - (ii) SPOUSAL MEMBERSHIP: The wife/husband/partner of a Full Member, upon application and approval by the Committee and subject to the same conditions as clause 6(a), (b), (c) and (d), shall be considered a Full Member and shall accordingly enjoy the same privileges e.g. voting rights, eligibility to compete for Club points etc. The membership fees for a single full member

and couples who are regarded as full members will be differentiated as determined by the Committee.

- (iii) COUNTRY MEMBERSHIP: shall be defined as those persons who normally reside more than 50km from the MGCCPE Clubhouse. A Country member shall not be eligible for election to the Committee, but shall be entitled to all other benefits of membership. The membership fee for this class of member shall be half that of the full annual membership fee as determined by the Committee.
- (iv) HONORARY LIFE MEMBERSHIP: may be proposed by a member/s for any person who has rendered outstanding service to the Club over an extended period of time. This proposal shall be submitted to the Committee in writing for consideration and subsequently voted on by ballot by members at a General Meeting and shall be approved by a two thirds majority of those present. It will not be expected of an Honorary Life Member to pay an annual subscription fee.
- (v) JUNIOR MEMBERSHIP: Shall be available to any applicant who has not reached the age of 25 years. Such a member will have the full rights of a Full Membership subscription. A Junior Member may however not serve on the Club Committee. The membership fee for this class is half that of a Full Membership subscription.

7. MISCONDUCT

- (a) Any member deliberately infringing the rules as set out in the Constitution of the Club or of any competition rules connected with the Club or whose conduct appears likely to bring the Club into disrepute or contempt may be:
 - (i) Suspended instantly and verbally by any member of the Committee, or any person officially appointed by the Committee in respect of any competition or event organised/sponsored by the Club.
 - (ii) May be expelled from the Club by a majority vote of the Committee after an enquiry at which the member shall have been invited to be present.
 - (iii) Such member/s may have the right to appeal within 7 days after a sanction has been imposed.
- (b) A member who has been expelled may not again apply for membership within 6 months of the rejection on expulsion.
- (c) Any person shall, on ceasing to be a member of the Club, forfeit all rights to and claims upon the Club and its funds and shall return any Club property which may be in their possession.

8. SUBSCRIPTION FEES

- (a) Subscription fees shall be determined annually by the Committee.
- (b) The Committee has the authority at any time to revise the subscription fees as deemed necessary. This will be done at a Committee Meeting by a majority vote. Members shall be informed of the revisions at the following General Meeting.
- (c) Should a person become a member of the Club after 31st July in any year, such new member shall be liable for half the annual subscription fee of a Full Member or any other class of membership to which such new member has applied and was approved.
- (d) Annual Subscriptions shall be due and payable on 1 January each year.
- (e) Any member whose subscription is three months or more in arrears shall be liable to have their membership cancelled by the Committee without notice to that effect.

9. COMMITTEE

- (a) The affairs and activities of the Club shall be governed by the Committee which shall have full powers and authority to do and perform all acts within the scope of the objectives of the Club as defined, not specifically reserved to a general meeting of members.
- (b) The Committee shall be assisted in its management of the Club by any other sub-committee/s, duly appointed by the Committee, which may be deemed necessary to be formed as and when required.
- (c) The Committee will consist of seven members elected once a year by secret ballot by the members of the club at the Annual General Meeting and shall hold office for the following year.
- (d) The Committee shall consist of the following office bearers:
 - (i) Chairperson
 - (ii) Secretary
 - (iii) Treasurer
 - (iv) Newsletter Editor
 - (v) Three other Members
- (e) Three members of the Committee shall retire by rotation each year at the AGM. The order of rotation will be decided by the Committee by agreement or by lot. Such members are eligible for re-election at the AGM if nominated.
- (f) The business of the committee shall be to manage the affairs of the club:
 - (i) To decide the procedures governing their own meetings.
 - (ii) To delegate to any person/s any of its powers by way of sub-committees or otherwise.
 - (iii) To open banking accounts in the name of the club and to authorise members of the committee or other officers to transact thereon.
 - (iv) To appoint approved Accounting Officers to Audit the accounts.

- (v) To determine competition or other fees and conditions
 - (vi) To collect, invest and spend club funds
 - (vii) To enter into any lease on behalf of the club.
 - (viii) To decide on any other matter which is not provided for herein.
- (g) A Member who serves on the Committee shall be a Full Member of the Club.

10. MEETINGS

(a) Annual General Meeting:

- (i) Shall be convened by the Committee once in every calendar year before 30 April. Not less than seven days' notice thereof shall be given to the members in writing.
- (ii) An Agenda and an AGM Nomination form for Committee Office bearers shall be distributed to the members at the same time as the AGM Notice to enable them to nominate their preferred candidates. An AGM Proxy form will be distributed at the same time. The proposer, seconder as well as the nominee must sign the nomination form and submit it to the Secretary prior to the commencement of the AGM. (Preferably 48 hours before).
- (iii) The business of an Annual General Meeting shall be to receive and consider the Annual Financial Statements of the Club for the previous financial year. To review any report of the Chairperson or Committee for the previous financial year. To elect the committee for the following year and to transact such other business as the Committee may have approved for inclusion in the notice.
- (iv) The incumbent Chairperson and Secretary will officiate the meeting until such time as the new Committee has been elected after which the newly elected office bearers will officiate the remainder of the meeting.

(b) General Meeting (Noggin):

Shall be held every month and it shall not be necessary for a notice in respect thereof to be given unless the fixed date or venue thereof has, for the time being, been altered.

(c) Committee Meeting

- (i) A Committee Meeting shall be held once monthly or as and when circumstances so demand.
- (ii) The business of the Committee Meeting is set out in clause 9.
- (iii) The Committee shall cause Minutes of their Meetings and of General and other sub-committee meetings (where appropriate) to be recorded, and such minutes, when proposed

and seconded shall be conclusive evidence of the transactions at that meeting.

- (iv) If any member of a Committee/Sub Committee fails to attend two consecutive meetings without an excuse which, in the opinion of the Committee is reasonable, the Committee may resolve that the position is forfeited and a vacancy shall be declared. This vacancy may be filled by any full member elected by the Committee.
 - (v) The Chairperson of the Club shall be entitled to take the chair at any General Meeting. If not present at the stipulated time of the meeting, the members shall elect another member from the committee as Chairperson of the meeting.
 - (vi) Each club member entitled to vote in terms of Clause 7(c) shall have one vote. All decisions shall be by majority vote unless otherwise stipulated. The Chairperson of the meeting shall have an ordinary vote which must be exercised simultaneously with the other members, as well as a casting vote which may be, exercised in the event of an equal vote.
 - (vii) The declaration of the Chairperson as to the passing or defeat of a resolution shall be conclusive unless a recount is immediately demanded.
 - (viii) Where appropriate, the Chairperson may direct that the voting on a resolution be by ballot, otherwise by a show of hands.
 - (ix) The accidental omission to serve any notice on any member before the meeting shall not invalidate any resolution passed at any meeting of members.
- (d) Quorums for policy decisions shall be constituted as follows:
- 10 Members at any General Meetings.
 - 4 Committee Members at Committee Meetings.

11. FINANCE

- (a) The Club's financial year shall run from 1 January to 31 December each year.
- (b) The Treasurer shall advise all members when fees are due by means of issuing an invoice and request members in writing to pay their subscription fees by means of Electronic Funds Transfer (EFT).
- (c) Should a member/s not have access to an EFT facility, payment will be made by special arrangement.
- (d) The treasurer shall be responsible for all monies due to the Club and shall keep an accurate record of all payments and other transactions. All club bank accounts shall have dual signature control. The Chairman shall be nominated as a third signatory to serve as a back-up.
- (e) The Financial statements shall be presented by the Treasurer at each Annual General Meeting.

- (f) The custodianship of all property and assets which the Club may acquire, both moveable and immoveable, shall be vested in the Committee.

12. INDEMNIFICATION

- (a) The Committee Members and any other officials in the course of performing their functions pertaining to any business of the club, are indemnified by the members of the Club as pertains to any act or omission thus performed by such Committee Members and/or other officials (in pursuance of all of its objectives), provided that said indemnified persons do not wilfully, (or by gross negligence), perform said functions to the prejudice of the Club members and its objective.
- (b) Subject to clause 12 (a) above, all members indemnify the club in respect of any kind of prejudice caused, (inclusive of damages and/or other injuries sustained by said club member, unless the Club is found by a court of law to have, directly or indirectly, wilfully and/or by gross negligence caused such prejudice.

13. ALTERATION OF CONSTITUTION

No alteration or addition to this constitution shall be made/approved except at a Special General Meeting. Members shall be notified of such proposed alterations or additions in writing not less than 7 days prior to the Special General Meeting at which such alteration or addition will be discussed/approved.

14. WINDING UP

Upon winding up, dissolution or liquidation of the club, the committee shall be obliged to transfer the net assets remaining, after the satisfaction of all liabilities of the club, to the MG Car Club Combined SA Centres (MGCC CSAC), which shall be required to reserve The transferred assets in a suitable banking account that bears no risk of capital loss and earns a market related interest yield, for a period of not less than 10 years in the event that the MG Car Club Port Elizabeth Centre should once again be resuscitated within the said 10 years. If, during this 10 year period the MGCCPE Centre is resuscitated under the authority of the MG Car Club Combined SA Centres committee, the said accumulated reserve shall be transferred to the resuscitated MGCCPE Centre within 12 months following the date of its resuscitation for use by its members as they, through their elected committee, see fit. If, after the expiration of the said 10 years, the MGCCPE Centre is not resuscitated then the accumulated reserve shall be distributed to the remaining MG Car Club Combined SA Centres Clubs pro-rata to their respective membership numbers as confirmed by the National Secretary of the MG Car Club Combined SA Centres. If the MG Car Club Combined SA Centres is wound up, dissolved or liquidated during this

period, then the accumulated reserve shall be distributed at that time to either other clubs or associations having aims and objectives similar to the aims and objectives of the MG Car Club Combined SA Centres or to a public benefit charity as nominated by the MG Car Club Combined SA Centre committee upon simple majority vote.

The effective date of this revision is 1 November 2023.