

CONSTITUTION

OF THE

POTCHEFSTROOM

FIRE PROTECTION ASSOCIATION



1. NAME OF THE FIRE PROTECTION ASSOCIATION

The name of the Association is:

The Potchefstroom Fire Protection Association (PFPA)

2. AREA OF JURISDICTION OF THE ASSOCIATION

The following sub-areas are included due to local and regional operational requirements:

2.1 JB MARKS MUNICIPALITY

The total area of jurisdiction of the JB Marks City Council is included.

2.2 PROVINCES (DESIGNATED PORTIONS)

- a. Gauteng
- b. Northwest Province
- c. Free State

2.3 DISTRICT MUNICIPALITIES OR DESIGNATED PORTION THEREOF

- a. Dr Kenneth Kaunda District Municipality
- b. Fezile Dabi District Municipality
- c. West Rand District Municipality

2.4 LOCAL MUNICIPALITIES

**(ONLY CERTAIN DESIGNATED PARTS OF THESE MUNICIPALITIES ARE
PART OF THE ASSOCIATION DUE TO OPERATIONAL REQUIREMENTS,
LOCAL CONDITIONS AND DISTANCES TO EXISTING SERVICES)**

- a. Gauteng: Merafong City
- b. Northwest: Matlosana City Council; Ventersdorp
- c. Northern Free State: Viljoenskroon; Parys

2.5 AREA OF JURISDICTION OF THE POTCHEFSTROOM DISASTER MANAGEMENT VOLUNTEERS

The area herein referred to is the total area which falls under the area of jurisdiction of the Potchefstroom Disaster Management Volunteers as per the attached map.

2.6 ADDITIONAL AREAS: PERMISSION OF THE MINISTER

Any other sub-area, with permission of the minister, may be included in the association.

3. ADDRESS OF THE ASSOCIATION

Dominium Citandi et executandi is as shown below

The Chairman

The Potchefstroom Fire Protection Association

PO Box 2128

Potchefstroom

2520

Tel: 067 375 0901

Fax: 086 502 4657

Email: admin@potchfpa.co.za

4. REGISTRATION NUMBER OF THE ASSOCIATION

The Association was registered on the 7th of April 2005 and the registration number is: **1003/01**

5. APPLICATION OF THE ACT TO THIS CONSTITUTION

This constitution follows Chapter 2 of the National Veldt and Forest Fire Act, 1998 (No. 101 of 1998) as amended and the regulations under it.

6. AIM OF THE ASSOCIATION

- a. The aim of the Association is to predict, prevent, detect, manage, and extinguish veldt fires in its area.
- b. Furthermore, the PFPA undertakes to facilitate the education of all community members in its area of jurisdiction and surrounding areas with regards to the dangers of fires and the necessity to be fully involved in the prevention of fires in the area.
- c. The PFPA shall endeavour to train, equip and educate its members and their employees with regards to fire related issues.

- d. The PFPA shall do all that is necessary to develop, promote and sustain relationships with all role players in the firefighting industry, as well as with neighbouring institutions and interested and affected parties.
- e. The PFPA shall do all that is reasonably possible to procure medical, incapacity and life cover for its members and their employees who are injured, incapacitated or killed while activated to assist in the course of achieving the aims of the Association.

7. DUTIES AND FUNCTIONS OF THE ASSOCIATION

THE DUTIES AND FUNCTIONS OF THE ASSOCIATION ARE TO -

- a. implement a veldt fire management strategy for the area,
- b. provide in the strategy agreed mechanisms of coordinating actions with adjoining fire protection associations in the event of a fire crossing boundaries,
- c. make rules which bind its members,
- d. identify the ecological conditions that affect the fire danger and attempt to remedy same,
- e. regularly communicate the fire danger rating referred to in sections 9 and 10 to its members,
- f. organise and train its members in firefighting, management and prevention,
- g. inform its members of equipment and technology available for preventing and fighting veldt fires,
- h. provide management services, training and support for communities in their efforts to manage and control veldt fires,
- i. supply the Minister at least once every 12 months with statistics about veldt fires in its area,
- j. give any information requested by the Minister to prepare or maintain the fire danger rating system,
- k. exercise the powers and perform the duties delegated to it by the Minister,
- l. assist in reducing the risk of fire to and from properties on the urban interface,
- m. initiate an education and publicity campaign on fire awareness,
- n. advise members on the eradication of invader vegetation,
- o. elect an Executive Committee to manage the affairs of the Association,
- p. provide a business plan outlining the code of best practice for members and a list of minimum requirements for the making of fire breaks, fire belts or the minimum equipment required.
- q. appoint a Fire Protection Officer, and

- r. do all else necessary to carry out its aims, duties and functions.

8. MEMBERSHIP

- a. Any owner in the area of the Association may at any time become a member.
- b. Every municipality or organ of State shall be a member as determined by section the Veldt and Forest Fire Act 101 of 1998.
- c. A member is any owner, as defined in the Veldt and Forest Fire Act 101 of 1998, or a representative of a group of landowners, whose name is in the register of members referred to in section 8.3 of this constitution, and who's fees are fully paid up.

Register of members:

8.1 ALL MEMBERS MUST GIVE THE SECRETARY IF SO REQUIRED–

- a. The name of his, her or its properties and where necessary a copy of the map showing the boundaries of the properties.
- b. their names, addresses, telephone numbers, email addresses and fax numbers; and
- c. the names, addresses, telephone numbers, email addresses and fax numbers of their agents or representatives.
- d. a list of all water points on their property that may be used during the combating of fires.
- e. a list of all equipment available for firefighting.
- f. a list of all hazardous installations on the property.
- g. a list of vulnerable structures on the property.
- h. a list of vulnerable community members on the property; and
- i. a list of people available to assist in the combating of fires.

8.2 ANY CHANGE IN DETAILS:

- a. Any change of address or telephone number within fourteen (14) days thereof.
- b. Any transfer of property or change in ownership must be communicated to the Secretary within fourteen (14) days of the transfer thereof.

8.3 REGISTER OF MEMBERS

The Secretary shall keep all the details referred to in sub-paragraphs (8.1) and (8.2), and other relevant information, in a register of members.

9. RIGHTS AND DUTIES OF MEMBERS

Membership of the Association -

- a. includes paying fees required by the association.

- b. includes the payment of any charges set by the Association from time to time
- c. allows members to have all the benefits of membership
- d. does not give a member a right to any of the money, property, or assets of the Association
- e. includes a declaration to abide by this constitution and the rules of the Association

10. TERMINATION OF MEMBERSHIP

- a. A member may terminate his or her membership by written notice to the Chairperson except in the case of municipalities and owners in respect of State land.
- b. If a member terminates membership, he or she forfeits all fees and charges already paid to the Association.
- c. Membership is automatically terminated if a member does not pay the membership fees by the date determined by the Executive Committee.
- d. A re-joining fee will have to be paid as determined by the Executive Committee.
- e. The land of a member who dies will still be protected under this constitution if -
 - i. on his or her death, the fees, charges, or interest are fully on paid, and
 - ii. his or her successor-in-title applies for registration as a member.
- f. The association may terminate membership of any member who fails to comply with the rules within 30 days. After the 30 days has expired a further communique will be sent to notify the member of termination within 7 days of his/her membership.
- g. Failure to comply with an agreed rectification plan from the Fire Protection Officer, with the exception of municipal owners and owners in respect of state land.
- h. Should a member not be in a position to pay the required fee, a written request stating the reasons may be submitted to the Executive Committee for a decision in this regard. The Executive Committee may, depending on circumstances, take a decision to reduce or waive the payment for a year or a part thereof.
- i. Should a dispute arise with regard to a membership being terminated the Executive Committee's decision is final.

11. OBJECTION TO OR SUSPENSION OF MEMBERSHIP

The reasons for considering an application to suspend any membership are as follows:

- a. Failure to satisfy any of the requirements for membership set out in this constitution.

- b. Any behaviour or action which, in the opinion of the Association, is detrimental to the interest and responsibilities of the Association.
- c. The Executive Committee has delegated authority to act on behalf and in the interest of the Association and report back to the Association.
- d. If the Executive Committee objects to any applicant's admission as a member or any member's continued membership, they must within 30 days:
 - i. Give the applicant or member written reasons for the objection or possible suspension.
 - ii. Call a meeting of the Executive committee to consider the case.
 - iii. Notify the applicant or member of the date, time and place of the meeting
 - iv. Grant the member an opportunity to speak at a meeting and argue for admission or continued membership, and
 - v. Grant the member an opportunity to lodge a complaint to the Minister if not satisfied with the Executive Committee' decision.

12. FEES, CHARGES, AND INTEREST

The executive committee may from time to time –

- a. Fix fees for membership registration and charges for services that are necessary for the proper management of the Association.
- b. Any increase in registration and membership fees or charges for services must be ratified by the Executive Committee prior the start of the new financial year and approved at the Annual General Meeting.
- c. All membership fees are due by the 30th of June every year.
- d. Should a member not pay his fees by the date, he will automatically lose his membership and have to re-apply and pay an entry fee, to be determined by the Executive Committee and ratified by the Annual General Meeting, before being allowed to become a member of the Association.

13. LIABILITY OF THE EXECUTIVE COMMITTEE

The executive committee is not liable for any debts owed; actions carried out in good faith on behalf of the Association.

14. SEPARATE LEGAL ENTITY

The association is a separate legal entity and is capable of instituting litigation in it's own name and will be sued in its own name .

15. LIMITED LIABILITY

The association is capable of incurring obligations and acquire rights apart from its members.

16. ASSETS

The association may acquire and dispose of any asset as approved by the executive committee.

17. THE EXECUTIVE COMMITTEE

- a. The executive committee of the Association is:
 - i. The Chairman.
 - ii. the Deputy Chairman.
 - iii. the Secretary.
 - iv. the Treasurer.
 - v. the Fire Protection Officer.
 - vi. the Head of Communication.
 - vii. All area managers elected by the respective areas.
 - viii. Co-opted members as and when required.
- b. Except for the Fire Protection Officer, Secretary and Treasurer, who are appointed, any member of the Association may be elected to the executive committee.
- c. The Chairman is elected for a period of five years but may stand for re-election at the end of this period.
- d. The Vice Chairman and the additional members are elected for a period of five years but may stand for re-election at the end of this period.
- e. For the sake of continuity, the Chairman and Deputy Chairman shall be elected on alternate years if needed.
- f. If the Chairman, the Vice Chairman, or additional member resigns, dies, becomes incapacitated or disqualified, or is removed from office, this position becomes vacant.
- g. A member of the executive committee becomes disqualified if he or she -
 - i. is declared to be of unsound mind by a court.

- ii. is declared insolvent by a court.
 - iii. has a criminal record regarding dishonesty.
 - iv. Has been absent without leave or a good reason from two consecutive meetings of the committee.
- g. If there is a vacancy in the committee, it must be filled by the election of another member for the remaining period of service, at discretion of the committee.
- h. Any member may be co-opted to serve on the Executive Committee for a period decided upon by the Executive Committee but has no voting rights.
- i. A quorum for an Executive Committee meeting will be 50% of executive members plus one.
- j. If there is not a quorum present after the expiry of ten (10) minutes after the appointed time for the meeting, no meeting shall take place. The members present shall then decide by a majority vote to adjourn the meeting to a date not more than seven (7) days later and the members present at such an adjourned meeting shall form a quorum and transact the business which was to be transacted at the first meeting.

18. DUTIES AND FUNCTIONS OF EXECUTIVE COMMITTEE MEMBERS

18.1 DUTIES OF THE EXECUTIVE COMMITTEE

- i. Oversee and monitor the performances of the objectives and duties as set out in clause 6 and 7 of the Constitution of the Association and section 5 of the Act.
- ii. The representatives liaise with their Organizations and Areas to ensure efficient functioning of the Association.

18.2 DUTIES OF THE FIRE PROTECTION OFFICER

The Officer acts in accordance with section 6 of the Act.

18.3 DUTIES OF THE CHAIRMAN

The Chairman will preside at the meetings of the Executive Committee, Annual General meeting, Member meetings and be responsible to perform the functions that are normally attached to the post of chairman.

18.4 DUTIES OF THE VICE-CHAIRPERSON

The Deputy Chairman will act as Chairman in the absence of the latter. The Deputy Chairman will also perform duties delegated by the Executive Committee.

18.5 DUTIES OF THE SECRETARY

The secretary will keep minutes of all meetings, send out notices of meetings, update the membership register, and attend to all correspondence.

18.6 DUTIES OF THE TREASURER

The treasurer will handle all financial matters of the Association as stipulated by the Executive and the Member Meetings in accordance with general accepted practice.

19. QUORUM FOR EXECUTIVE COMMITTEE MEETINGS AND RESOLUTIONS

The quorum at meetings will be 50% of the Executive Committee plus 1, except in the case of a resolution which has financial implications, for which the quorum shall be a two-third majority.

20. TRIBUNAL

- a. Any disciplinary actions, grievances or misconduct will be investigated and handled by a tribunal consisting of the Chairman and two members of the Executive Committee.
- b. The Fire Protection Officer will act as prosecutor.

21. DELEGATED POWERS

- a. The Association may delegate tasks, duties, and responsibilities to the Executive Committee.
- b. The Executive Committee has the right to delegate relevant powers and responsibilities to Executive Committee Members and officials.

22. APPOINTMENT OF EMPLOYEES

- a. The Association may employ any person it considers necessary for the functioning of the Association.
- b. The employment of any employee or any change to the conditions of service is subjected to the approval of the Association.
- c. All employees of the Association remain in office despite any change in the composition of the Executive Committee.

23. TECHNICAL COMMITTEE

- a. A Technical Committee may be appointed to assist the Executive Committee with technical advice and expertise with regard to fire management and related issues.
- b. It will consist of statutory and private landowners.
- c. Their function and powers are as indicated in the Technical Committee terms of reference as amended from time to time.

24. EMPLOYEES

- a. The executive committee may employ any person it considers necessary to help the Association to carry out its functions.
- b. The employment of any person, or any change to the contract of employment of any employee, must be approved by a resolution of the executive committee.
- c. All employees remain in employment when there is any change in the executive committee.

25. WORKING ON FIRE (WoF)

- a. The Association may enter negotiations and conclude contracts and memoranda of understandings between the Association and Working on Fire (WoF).
- b. The Association may become the Base Partner of WoF teams.
- c. The Association may enter into a contract with WoF to obtain Wage Incentive Teams and run these teams according to the agreement entered into and between the Association and WoF with special reference to the Wage Incentive Teams.
- d. The Wage Incentive Teams will be run according to the WoF agreement and Basic Operating Procedures, and any income generated will be for their own account under the Auspices of the Association.
- e. The books of the Wage Incentive Teams will be audited annually and presented to WoF for scrutiny.
- f. The Chairman and the Fire Protection Officer are delegated to represent the Association in this regard.
- g. Additional members may be co-opted when necessary.

26. LOANS

- a. The executive committee may use loans, including overdrafts, to raise the funds it needs to carry out any of its functions.
- b. Whenever the executive committee wants to raise a loan of more than R100 000.00 (One Hundred Thousand Rand), it must call a meeting of all members, with at least 21 days' notice, to get a mandate to raise the loan.
- c. The executive committee cannot make a loan that will lead to increased registration or membership fees unless this is approved by a majority of the members at the meeting.

27. FINANCES

- a. An account(s) may be opened at any financial institution in the name of the Association.
- b. A second account may be open for purposes of better interest in a fix deposit etc.
- c. All Association accounts and cheques shall be signed by at least two of the following Executive members, namely the Chairperson, Deputy Chairman and Administrator.
- d. The financial year of the Association runs from the date of its registration to the 31st of December the same year, and then from 1st of January every year to the 31st of December the same year.
- e. The Treasurer/Administrator is responsible for all the financial business of the Association and must keep a record of all this business.
- f. The Treasurer shall submit a monthly report at the monthly executive committee meeting.

28. ANNUAL REPORTS

- a. The Treasurer must submit verified statements by a registered accountant of the Associations accounts for the previous financial year, including full details of any salary paid to members of the executive committee and employees of the Association
- b. The Chairman must give a report of the Association's activities.
- c. The financial statement must be available for inspection at reasonable times by any member for a period of 30 days from the date of the annual general meeting.
- d. The Association will primarily trade as a non-profit organization for the benefit of its members.
- e. An accredited Accountant shall be appointed at the Annual General Meeting

29. BUDGET

- a. The Executive Committee must compile an Annual Budget that is tabled at the Annual General Meeting for consideration and acceptance.
- b. The Annual General Meeting delegates the power to the Executive Committee, needed for the execution of the funds as by the approved budget.
- c. The Annual General Meeting grants signing rights to the Administrator, Chairman and Deputy Chairman. At least two of the three must sign cheques and transactions.
- d. Any over expenditure or expected over expenditure must first be put before a Members Meeting for consideration and approval.

30. ANNUAL GENERAL MEETING

- a. An annual general meeting must be called by the executive committee -
 - i. within 60 days of the end of the financial year, and
 - ii. on 14 days' notice to all members.
- b. The annual financial statements will be available to members at the PFPA official offices 14 days prior to the AGM.
- c. In addition to any other business, the annual general meeting must deal with -
 - i. The Chairperson's report on the general affairs of the Association
 - ii. The Treasurer's presentation of the financial statements of the Association
 - iii. The Fire Protection Officer's report on his or her activities, and
 - iv. The introduction and approval of any increase of fees, charges, or interest.
 - v. The election if required of executive members.
- d. A quorum will be 25% of all paid up members. A resolution will only be passed if 67% of members present are in favour.
- e. If there is no quorum the meeting will be adjourned for 30 minutes. Thereafter the meeting will be deemed to constitute a quorum and the meeting will be duly constituted.
- f. Only those members, whose registration and membership fees are fully paid up, have a right to vote.

31. VOTING

- a. Each member to have one voting right.
- b. A Member is to be defined as one individual representing a private landowner, lessee, a company, trust, association or tribal authority responsible for 1 or more properties.
- c. Voting can be done by:
 - i. legal proxy ballots
 - ii. 2/3 of executive votes represented
 - iii. Simple decision
 - iv. 50% + 1 of members present

32. ATTENDANCE OF ORDINARY MEMBERS AT EXECUTIVE COMMITTEE MEETINGS

An ordinary member may attend an Executive Committee meeting for the following reasons:

- a. To present an issue that has been fully motivated and placed on the agenda.
- b. To be a silent observer of the proceedings.

33. SPECIAL GENERAL MEETING

- a. The executive committee may convene a special general meeting at any time on 14 days' notice.
- b. A special general meeting must be convened by the executive committee if -
- c. 50% of paid-up members request this meeting in writing and name the issues to be dealt with,
- d. the members requesting the meeting promise in writing to pay for the administrative costs of the meeting, and
- e. the requested meeting is to be held at least 90 days before an annual general meeting.
- f. If there is no quorum at a special general meeting, the meeting must be closed, and the business for discussion will go to the next annual general meeting.

34. MEMBERS MEETINGS

Areas and wards shall convene an annual general meeting at which mandates are given and area managers are elected.

35. DISPUTE RESOLUTION

- a. In the case of a dispute between members, members must negotiate to resolve the dispute.
- b. If such negotiations fail, any member may approach the executive committee, which must appoint an arbitrator whose decision is final.

36. AMMENDMENTS TO THE CONSTITUTION

Any constitutional amendment shall be approved by a two-third majority at an annual general meeting, or a special general meeting called for this purpose

37. DISSOLUTION

- a. The Association may be dissolved -
 - i. by a resolution passed at an annual general meeting or a special general meeting called for that purpose and by its deregistration by the Minister under section 8 or
 - ii. By its deregistration by the Minister under section 8.
- b. The resolution to dissolve the Association must -
 - i. be passed by a two-thirds majority of members present and forming a quorum, and
 - ii. be confirmed at another special general meeting, held after at least 30 days, by a majority vote of the members present and forming a quorum.
- c. After confirmation of the dissolution and at that meeting, the members must pass a resolution for the appointment of a liquidator to dispose of the Association's assets, pay its debts and settle its liabilities.

38. INTERPRETATION AND DISTRIBUTION OF THE CONSTITUTION

- a. This constitution must be made available to all members.
- b. All enquiries regarding the interpretation of this Constitution will be dealt with by the Executive Committee.
- c. The English version will be used for the interpretation of the Constitution.

Thus, done and signed at Potchefstroom on this 25th day of February 2021.

Dr WJ Roux

Chairman

Mr Hein Fourie

Vice Chairman