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*Steering Industry
Standards*

**Southern African
Vehicle Rental and Leasing
Association**

constitution



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1 NAME

The name of the Association will be the SOUTHERN AFRICAN VEHICLE RENTAL AND LEASING ASSOCIATION ("SAVRALA").

2 HEADQUARTERS

The headquarters of the Association will be situated in the greater Johannesburg area.

3 OBJECT AND ATTAINMENT OF OBJECT

3.1 The purpose and object of SAVRALA is to operate as a non-profit voluntary organisation and provide a forum where lawful and collaborative discussions can take place and lobbying in order to:

3.1.1 steer industry standards and act where possible as the industry's regulator;

3.1.2 promote, protect and encourage the collective interests of the members within the Republic of South Africa and neighbouring countries.

3.1.3 ensure that the highest standards of service and professional and ethical trading practices are maintained by the members at all times through compliance with the Law of South Africa and the Association's Charters and Codes of Conduct;

3.1.4 utilise funds for the development and continual education of all members and their staff, customers and suppliers through lectures, symposia, seminars and study courses;

3.1.5 establish and maintain the Code of Conduct and Charters with which the members shall comply;

3.1.6 promote and create awareness of the public at large of the security afforded when using the services of SAVRALA members;

3.1.7 represent the interests of members in all those spheres wherein collective representation is deemed desirable;

3.1.8 consider, promote, support or oppose any proposed or existing legislative or other measures which might affect the interests of SAVRALA or its members;

3.1.9 collect, collate, tabulate, disseminate and circulate such information as may be of benefit or assistance to members, the authorities or the public;

3.1.10 cooperate, join or affiliate with any other organization, association, society or body as may be deemed desirable, whether within or outside the Republic of South Africa;

3.1.11 mediate between members and adjust and settle differences between them whenever called upon by such members.

3.1.12 pertaining to its members, to discourage, censure and prohibit any form of an agreement or concerted practice by, its members, or a decision by an association of its members, if it:

3.1.12.1 has the effect of substantially preventing, or lessening, competition in a market, unless to the agreement, concerted practice, or decision can prove that any technological, efficiency or other pro-competitive gain resulting from it outweighs that effect; or

3.1.12.2 it involves any of the following restrictive horizontal practices:

3.1.12.2.1 directly or indirectly fixing a purchase or selling price or any trading condition;

3.1.12.2.2 dividing markets by allocating customers, suppliers, territories, or specific types of goods and services; or

3.1.12.2.3 collusive tendering

3.2 The attainment of the object of SAVRALA shall be achieved by:

3.2.1 affording an opportunity for the expression of the views of members and to express views on behalf of its members;

3.2.2 acquiring any rights or privileges which SAVRALA may regard as necessary or convenient for its purposes;

3.2.3 purchasing or leasing any moveable or immovable property and to sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of SAVRALA;

3.2.4 raising or borrowing money from time to time in such manner as SAVRALA may deem fit;

3.2.5 if appropriate, becoming incorporated or registered under the Companies Act, as amended, or any other Act dealing with the incorporation of associations of this kind;

- 3.2.6 sponsoring and supervising the making by members of gifts or donations in money or in kind to any person or organization approved by the committee;
- 3.2.7 act as the industry's ombudsman and establishing machinery for the settlement of disputes between members and between members and their clients.
- 3.2.8 generally, doing all such other things as are incidental or conducive to the attainment of the abovementioned object and which may be in the best interests of SAVRALA and its members.

4 MEMBERSHIP

4.1 There shall be five categories of members and the NEC shall determine from time to time the minimum fleet size required to qualify for membership in the relevant sections:

- 4.1.1 rental members;
- 4.1.2 leasing members;
- 4.1.3 associate members which include motor vehicle manufacturers and importers (OEM) and suppliers to the industry;
- 4.1.4 SMME members consisting of small and micro enterprises wishing to enter the industry in either the leasing or rental and relevant sub-sections.
- 4.1.5 reciprocal members, consisting of associations properly constituted whose purpose is related to the activities of SAVRALA.

4.2 Rental members shall be those members which are involved with the vehicle rental and related industries. The rental section may create such sub-sections it deems beneficial, e.g. inter alia a commercial vehicle sub-section or a chauffeur services sub-section.

4.3 Leasing members shall be those members that are involved with vehicle leasing, vehicle fleet management and other related industries. The leasing section may create such sub-sections it deems beneficial.

4.4 Associate members are those members that, in the opinion of the National Executive Council ("NEC") do not fall within the category of leasing or rental member. This category of members shall expressly include suppliers of both leasing and rental members. Associate members shall be excluded from all voting, unless specifically requested to by the NEC.

4.5 SMME members are small and micro enterprises which want to engage in vehicle rental, leasing or fleet management, and associated activities such as chauffeur services.

4.6 Reciprocal members shall include Associations that have granted SAVRALA with a reciprocal membership, eg. other trade associations. Such memberships will typically not attract joining fees or mutual subscription fees.

4.7 Applicants shall apply for membership in the particular category for which they wish to qualify. However the category to which a member is allocated will be ultimately determined by the NEC.

4.8 Application shall be in writing on the prescribed application form. The application form shall be amended as required by the NEC from time to time. Application shall be made to the NEC and shall be supported by such evidence as the NEC (in its exclusive opinion) might require from time to time. (Refer Annexure 2)

4.9 The NEC shall have the sole and exclusive right to determine the criteria for membership from time to time and they shall have the exclusive right to accept or reject any application for membership.

5 TERMINATION OF MEMBERSHIP

Any member desiring to withdraw from membership may do so by giving written notice of such withdrawal. If a member has withdrawn or ceased to be a member they can be re-instated provided that all their obligation to SAVRALA have been met. No member who has been expelled shall be readmitted without prior approval of the members in general meeting.

5.1 Membership of SAVRALA shall be terminated:

- 5.1.1 when a member ceases to exist
- 5.1.2 when a member has been declared insolvent
- 5.1.3 on default for non payment of subscriptions or levies
- 5.1.4 upon expiry of three months notice by the member of intention to terminate membership, given in writing to SAVRALA's president
- 5.1.5 on a decision of SAVRALA to that effect subject to clause 5.1.6 below
- 5.1.6 SAVRALA shall have the right to terminate either summarily or after such period as it shall determine or suspend any member from membership of the Associations and/or from its structures

and committees if, in the opinion of SAVRALA, the member is guilty of conduct that has brought or is likely to bring SAVRALA or the industry into disrepute; provided that such member shall be furnished with particulars of such alleged conduct and will be afforded the opportunity to be heard at an Association's meeting, and provided further that the Association, after its finding, shall furnish its reasons for such termination or suspension.

5.1.7 the representative/s of the member whose membership terminates shall immediately withdraw from the Association.

6 REGISTER OF MEMBERS

6.1 The secretary shall keep a register of all members with all relevant particulars as may be required from time to time.

6.2 Every member shall register with SAVRALA a physical and an e-mail address; or telefax number, if applicable; being the address to which all notices, minutes and other documents relating to SAVRALA will be sent, together with at least one person in each member's organisation who shall be responsible for all matters relating to SAVRALA and who shall act on behalf of that member at all meetings of SAVRALA. Notwithstanding this, any individual representative of a member who attends meetings of SAVRALA shall be presumed to be the nominee of that member attending the meetings on its behalf. Provided that at all times the NEC shall be entitled, if it deems it necessary, to request the member to confirm in writing that the individual is its duly authorised representative.

6.3 It shall be the sole responsibility of each member to keep his address and other relevant details up to date and keep the secretary advised of any changes in such details from time to time.

7 OBLIGATIONS OF MEMBERS

Members are obligated to participate in the core activities of the Association. The NEC shall, after consulting with the members, determine from time to time the scope, criteria and extent of such activities.

These can be inter-alia, contributing to the statistics where relevant and for rent a car members, collecting the 1% Tourism Levy on the time / kilometre charge of the rental of passenger vehicles and remitting same to the Tourism Business Council of South Africa (TBCSA).

8 SUBSCRIPTIONS AND LEVIES

8.1 All members shall pay subscriptions.

8.2 In addition to the subscription, each leasing or rental member shall pay a fleet levy based on the total number of vehicles managed or operated by that member. Members shall also pay a joining fee upon joining the Association.

8.3 The subscription fee or fleet levy shall be revised annually and shall be determined at the last general meeting for SAVRALA members held in any financial year. The SAVRALA Secretary shall be responsible for the annual collection of subscriptions and levies due on the basis of the compulsory completion by each member of an Annual return – refer Annexure 1.

8.4 The joining fee shall be revised annually and shall be determined at the last general meeting for SAVRALA members held in any financial year.

8.5 The financial year of SAVRALA shall commence on the 1st day of July each year and all subscriptions shall be due and payable within 30 days from the date of invoice therefore.

8.6 Any member who is admitted to membership of SAVRALA on or after the 1st of January of any year and before the 1st July in that year, shall pay half of the subscription or fleet levy for the then current year.

8.7 The NEC shall impose additional levies which they, in their sole and exclusive discretion, may deem necessary from time to time, provided that same shall be ratified by the members.

8.8 Any member that fails to pay its subscription or fleet levy timeously shall be liable to have their names listed in any publication of SAVRALA and any credit bureau as the NEC might deem fit from time to time, and the NEC shall be entitled to terminate such membership if it so deems necessary.

8.9 Any member whose subscription is in arrears for a period of 3 (three) months and who does not pay such subscription within 14 (fourteen) days of posting, of a written request for payment, may be removed from the list of members by the NEC. Any successful re-application by any member of SAVRALA that has had its membership suspended shall be subject to any additional levies and penalties which in the NEC's sole and exclusive discretion may be deemed appropriate.

8.10 Interest shall be paid on all outstanding amounts due to SAVRALA and shall accrue at the prime rate of interest as charged by SAVRALA's bankers from time to time, compounded monthly in arrears.

8.11 A certificate of balance as signed by any member of the NEC shall be prima facie proof of the indebtedness of any member at any time.

9 MANAGEMENT

9.1 The management of SAVRALA shall consist of:-

9.1.1 a National Executive Council (both before and hereinafter referred to as the "NEC");

9.1.2 Leasing and Rental Sectional Executive Councils (LSEC and RSEC respectively).

9.2 The overall affairs of SAVRALA shall be managed by the NEC which shall consist of a committee of at least 6 (six) persons and no more than 12 elected from the members, who shall in turn each be elected as follows:

9.2.1 President

9.2.2 Vice President

9.2.3 Chairman of Leasing Sectional Executive Council

9.2.4 Vice Chairman of Leasing Sectional Executive Council

9.2.5 Chairman Rental of Sectional Executive Council

9.2.6 Vice Chairman Rental of Sectional Executive Council

9.2.7 the NEC may at any time co-opt people to fulfill the positions of sub-section heads and technical members.

9.3 The Chairman and Vice Chairman of the LSEC and RSEC will be elected at the annual general meeting. The members of the NEC shall then be elected as follows:-

9.3.1 The Chairman and Vice Chairman of the LSEC and RSEC respectively, shall be elected to the NEC by default.

9.3.2 The chairman of each sub-section, which shall be elected by default to the NEC.

9.3.3 It is specifically recorded that albeit a candidate has already been elected as Chairman or Vice-Chairman of either the leasing or rental section, he or she is still be eligible to stand for election as president or Vice-president of SAVRALA.

9.3.4 The President of SAVRALA and sectional chairmen in agreement may appoint any person they deem useful to join the NEC in a technical capacity as a full member

of the NEC.

9.4 All votes and/or nominations for candidates for the NEC or sectional executives shall be made at the annual general meeting or any other special meeting specifically called for such purpose (provided the notice period and quorum requirements to AGM's are followed). Any acceptance for nomination by any nominees can be made verbally or in writing. If such nominee is not available at a meeting, he or she can confirm his/her acceptance for nomination telephonically, provided such nominee's acceptance is ratified and confirmed by any member of the NEC presiding at the time.

9.5 All members elected to the NEC, shall be where possible senior executives and preferably directors of their respective companies.

9.6 All members elected to the NEC or the LSEC or RSEC shall hold office for only 1 (one) year.

9.7 Any retiring NEC member or sectional executive shall be eligible for re-election.

9.8 No person shall hold office as President for more than 5 (five) consecutive years. The same shall apply mutatis mutandis for the Chairman of the leasing and rental sections respectively.

9.9 If any of these offices should become vacant between elections, the NEC and the respective sectional executives of the LSEC or RSEC shall be entitled to vote amongst themselves and fill the vacancy with whomsoever they deem fit, provided that this is ratified by the general body of elected members, as may be necessary from time to time.

9.10 A secretary (who may be the accountant and/or the auditor) shall be appointed by the NEC from time to time. The secretary shall be responsible for all company secretarial work, including without limitation the taking of minutes at meetings.

9.11 The auditor's appointment will be confirmed each year at the annual general meeting.

9.12 The NEC shall at all times act in the best interests of all the members of SAVRALA and shall further the objects of SAVRALA and their attainment set out in clause 3 above.

9.13 The executive councils of the leasing and rental sections shall each comprise of a Chairman, Vice-Chairman and such standing sub-committee heads as may be required from time to time. The executives of the leasing and rental sections shall, together with the NEC, be responsible for realizing the objects of SAVRALA and their attainment in terms of this Constitution and

anything ancillary thereto, with respect to their sections.

10 POWERS AND DUTIES OF THE NATIONAL EXECUTIVE COUNCIL

The NEC shall conduct and manage all of the affairs of SAVRALA and shall be entitled to do all Matters and things not specifically required to be done at a general meeting, including ensuring that SAVRALA operates efficiently and in terms of its objects and attainment thereof as set out in 3 above. Without limiting the rights of management, the NEC shall have the following special powers:

- 10.1 to convene a meeting;
- 10.2 to appoint, remove and, if necessary, determine the salaries and remuneration of members of the NEC and any employee, in compliance with the provisions of governing laws applicable and provided that same is ratified by members at a general meeting;
- 10.3 to hold and have the custody and control of the funds and other property of SAVRALA;
- 10.4 open and operate banking accounts either itself or by authorising the secretary to do same in the name of SAVRALA for the purpose of transacting its business. The NEC shall determine and amend the necessary authorization protocols as may be required from time to time.
- 10.5 besides the Leasing and Rental Sectional Executive Councils, to appoint other standing or sub-committees and delegate any of its powers to such committees as shall be necessary for the purpose of undertaking projects for SAVRALA, such standing committees or sub-committees always being subject to control by the NEC;
- 10.6 to decide, refuse or modify applications for membership;
- 10.7 to draw up and amend from time to time Codes of Conduct and Charters;
- 10.8 impose, collect and/or receive subscriptions, levies, donations, or other monies and invest or apply such monies to the advancement of the interests of SAVRALA;
- 10.9 enter into arrangements with any government, governmental or other authority or agency or with persons, members, groups of members, associations or organizations;
- 10.10 to cooperate or affiliate with any body having similar interests or objects likely to further the interests of SAVRALA and its members;
- 10.11 employ and remunerate staff or professional

advisors and generally incur such liabilities and expenses as are necessary to conduct the affairs of SAVRALA;

- 10.12 the NEC may, at its discretion, reimburse NEC members and any other members (and such other persons as deemed necessary from time to time) reasonable travelling expenses and accommodation or other expenses necessarily incurred. Such expenses that may be required shall at all times be authorised by at least 2 members of the NEC and preferably prior to the expense being incurred provided same is ratified by all members at a general meeting, as may be necessary from time to time.
- 10.13 generally be responsible for the administration of the affairs of SAVRALA within the framework of this constitution as may be required to be done in pursuance of the interests of good management of SAVRALA and for the promotion of its objects;
- 10.14 to form a conciliation or disciplinary sub-committee, which shall;
 - 10.14.1 consist of any member of SAVRALA, or any professional person appointed by the NEC, being a president and 2 (two) members, all of whom shall constitute a quorum, save that, on the recusal or unavailability of any person, the President of the NEC shall have the power to fill any vacancies from among other members of the NEC and/or SAVRALA and/or any other outside person;
 - 10.14.2 have power to frame, inquire into, investigate and decide on charges, complaints and disputes against members and to reprimand, fine, suspend and expel members who have duly been found guilty of:
 - 10.14.2.1 a wilful breach of the provisions of this constitution or resolutions made hereunder; or
 - 10.14.2.2 failure to comply with the provisions of the Code of Conduct and Charters of SAVRALA: or
 - 10.14.2.3 conduct prejudicial to the interests or reputation of SAVRALA; or
 - 10.14.2.4 conduct which is unreasonable and damaging to a fellow member of SAVRALA; or
 - 10.14.2.5 non-payment within 14 (fourteen) days of its imposition, of a fine imposed by the NEC;
 - 10.14.3 an appeal can be brought against

any decision or order made by the conciliation or disciplinary sub-committee to the NEC, provided that:

10.14.3.1 a written notice of appeal shall be lodged with the secretary within 14 (fourteen) days of the date of the decision or order appealed against;

10.14.3.2 the quorum of the NEC at the hearing of such appeal shall be all members of the NEC; and

10.14.4 the NEC shall have the power to confirm, alter or set aside in any manner whatsoever, any such decision or order set out above;.

11 ADMINISTRATION

11.1 the books to be kept by SAVRALA shall include:

11.1.1 a register of members and their contact details;

11.1.2 minute books;

11.1.3 proper books of account;

11.1.4 any such information as may be required by the NEC from time to time.

11.2 Every officer and member of SAVRALA shall be entitled at all reasonable times to inspect all the books of account and other documents of SAVRALA, which a secretary or other custodian shall accordingly be obliged to produce.

11.3 The NEC shall cause minutes of all general and special meetings to be kept and these minutes shall be submitted for confirmation at the next meeting of the particular body and signed by the Chairman presiding at the meeting. Such minutes shall be circulated to all members within 21 (twenty one) days of any meeting. These minutes shall be recorded in the minute book of each section which shall be kept by the secretary.

11.4 Notwithstanding what is set out in 11.3 above, the President and members of the NEC may meet informally from time to time as and when they deem fit and make such decisions in respect of the affairs of SAVRALA as they, in their exclusive opinion, deem to be in the interests of SAVRALA and its successful operation, subject to the obligation of the NEC to report back to its members on important issues.

12 FINANCIAL REPORTING

12.1 Proper accounts (in compliance with generally accepted accounting practice) of SAVRALA shall be kept and shall be open for inspection at any reasonable time upon application to the secretary by any member of the NEC.

12.2 Within 120 (one hundred and twenty) days after the close of each financial year (and being available for inspection at the offices of the secretary of SAVRALA), the balance sheet and income statement shall be prepared, having been audited and certified and shall be submitted to all members at the Annual General Meeting for approval.

13 MEETINGS/VOTING/QUORUMS

Several types of meeting may be held. Details of type, frequency, convenor, notice required, quorum and agenda are set out in Annexure 1. Details of voting are set out in Annexure 2.

14 RESIGNATIONS

Any member desiring to resign from SAVRALA may do so on giving notice in writing to the secretary. Such person shall remain liable for any subscription or subscriptions which fell due prior to the date of such resignation. No refunds shall be paid in respect of any subscriptions.

15 LEGAL PROCEEDINGS

SAVRALA may sue or be sued in its own name in any court of competent jurisdiction.

16 AMENDMENTS

This constitution may be replaced, amended, altered or added to at any Annual General Meeting or any general meeting specifically called for such purpose. Any such alterations or additions shall not be deemed to be passed unless approved by 75% (seventy five percent) of the members present who represent no less than 50% (fifty percent) of all the paid up members of SAVRALA. No proposed alteration or amendment shall be considered at any such meeting unless the proposed amendment or alteration has been notified to members in writing not less than 7 (seven) days before the date of this meeting.

17 LIABILITY OF MEMBERS

17.1 The liability of a member for the obligations of SAVRALA shall be limited to the amount of unpaid subscriptions.

17.2 SAVRALA is not formed for any purpose of gain and no member shall be liable for any debts or obligations of SAVRALA, save only to the extent of any monies owing by it to SAVRALA arising out of such member's obligations in terms of their membership to SAVRALA.

18 INTERPRETATION OF THIS CONSTITUTION AND CODE OF CONDUCT

18.1 In case of doubt, as to the meaning or

interpretation of this constitution and any rules or Code of Conduct framed thereunder, the NEC shall be the final arbiter and its decision shall be binding upon members.

18.2 The word "Johannesburg" wherever used in this constitution shall mean the magisterial district of Johannesburg.

18.3 Whenever notice of any matter or thing is to be given to members, it shall be deemed to have been given:

18.3.1 if posted to members at the addresses recorded on their application form in SAVRALA's office and shall be deemed to have been received 7 (seven) days after the date on which such notice was posted;

18.3.2 if e-mailed to members at the e-mail addresses recorded in SAVRALA's office and shall be deemed to have been received on date of transmission;

18.3.3 if sent by facsimile to members at the facsimile number recorded in SAVRALA's office and shall be deemed to have been received on date of transmission;

18.3.4 if delivered to members at the addresses recorded in SAVRALA's office and shall be deemed to have been received on date of delivery.

19 INDEMNITY

Every member or any member of the NEC and every officer and servant of SAVRALA shall be indemnified by SAVRALA against all costs, loss and expenses which any member, officer or servant may incur or become liable for in any way in the execution of his or her office or trust unless same shall be incurred or occasioned by his or her own wilful conduct or default. None of the members, officers or servants shall be answerable for any act or default of any other of them or for any loss, misfortune or damage which may happen in the execution of his or her office or in relation thereto except when the same shall have happened by his or her own wilful act or default.

20 OMISSIONS AND DEFECTS

20.1 The accidental omission to give notice to any member shall not invalidate any proceedings in SAVRALA.

20.2 No defect arising from bona fide error in the appointment of any member, official or member of the NEC shall invalidate proceedings in which such person takes part and SAVRALA and all persons shall be bound by any decision notwithstanding such defect.

21 AGENTS OF THE ASSOCIATION

21.1 In the event that any written demand or claim is made by any member against SAVRALA, its officers or officials purporting to act on its behalf, same shall be submitted to arbitration by either the member or the NEC respectively, and for the purpose of such arbitration proceedings, the provisions of the Arbitration Act shall apply.

21.2 Any technical breach by SAVRALA, its officials or agents of the observance of the rules and procedures laid down in this constitution shall not invalidate any act, unless substantial prejudice has been suffered by the member concerned. Notwithstanding this, no member shall have any claim against SAVRALA, an officer or official or any member for any bona fide act performed.

22 PUBLIC ANNOUNCEMENTS

No member of SAVRALA other than the President and the sectional chairpersons as elected from time to time shall make any public statements, including, without limitation, any press releases with respect to the affairs of SAVRALA. In the event that any person other than the President or sectional chairpersons makes any statements, such statements shall not be made without prior consultation with the NEC.

23 SAVRALA LOGO GUIDELINES

Membership of SAVRALA, in any category, brings with it the right to use the SAVRALA logo ("Logo"). The Logo may only be used pursuant to the guidelines in this Constitution, read in conjunction with the Code of Conduct and Charters. Any use that falls outside what is outlined herein is strictly prohibited:

23.1 The Logo may not be used in any manner that might imply that the member's products, services, web sites, or publications, are sponsored, endorsed, licensed by or affiliated with SAVRALA.

23.2 The Logo may not be displayed as a primary or prominent feature on any non SAVRALA materials. Members using the Logo pursuant to these guidelines must display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.

23.3 The Logo may not be imitated, or used as a design feature in any manner.

23.4 The Logo may not be used in a manner that would disparage SAVRALA or its products or services or those of any other of its members.

23.5 The Logo must be used as provided by SAVRALA with no changes, including but not limited to changes in the colour, proportion, or design, or removal of any words, artwork, or trademark symbols. The Logo must never be used to

represent the word "SAVRALA" in text, including in a headline, product name logotype, or body copy.

- 23.6 Under no circumstances may third parties use, imitate, or play off of the SAVRALA tagline. This tagline is reserved for exclusive use by SAVRALA.
- 23.7 SAVRALA reserves the right in its sole discretion to terminate or modify permission to display the Logo, and may request that third parties modify or delete any use of the Logo that, in SAVRALA's sole judgement, does not comply with these guidelines, or might otherwise impair SAVRALA's rights in the Logo. SAVRALA further reserves the right to object to unfair uses or misuses of its trademark or other violations of applicable law.

24 **DISSOLUTION**

- 24.1 SAVRALA may be dissolved at any time provided this is agreed to at a Special General Meeting of the members, such meeting to be called specifically for such purpose and not less than 30 (thirty) days written notice and provided that it is attended by at least 75% (seventy five percent)

of the members of SAVRALA entitled to vote.

- 24.2 On such action being taken, trustees shall be appointed and the assets of SAVRALA shall be divided by the trustees (after all liabilities have been met) between the members pro rata to the amounts paid by them during the preceding year, provided that any member who, at the time of winding-up, is in arrears with its subscriptions, shall not be entitled to participate in such distribution.
- 24.3 Should those present at a Special General Meeting decide to dissolve SAVRALA on a basis other than that set out in 24.2, they may do so accordingly, within the rules of quorum and voting as set out in this Constitution.

ANNEXURE 1 - MEETING OF THE MEMBERS

Name of Meeting	ANNUAL GENERAL MEETING	SPECIAL MEETING OF MEMBERS	GENERAL MEETINGS CALLED BY PRESIDENT / VICE PRESIDENT	SECTIONAL MEETINGS	NEC MEETINGS
Minimum Number of Meetings Each Year	1 - Not later than 6 months after financial year end	N/A	N/A	2	2
Who Can Call the Meeting	President	75% of paid up members by way of a requisition to the NEC signed by all 75% paid up members	President or Vice President	President or Sectional Chairperson	Any member of the NEC
Notice Period	15 business day notice to include Agenda, date, time and venue of meeting	7 business day notice stating purpose of the meeting including: Agenda, date, time and venue of meeting.			
Quorum	Not less than 25% of all paid up members. If no quorum, then adjourned to 7 business days hence, same time, same venue. Members present at adjourned meeting shall constitute quorum.			Not less than 25% of all paid up members of the relevant Section (Rental, Leasing, Commercial Vehicles)	75% of the members of the NEC
Minimum Requirement for Agenda	<ul style="list-style-type: none"> • Election of NEC • Annual report of President • Annual report of sectional chairpersons • Presentation of Annual financial Statements • Any other business relating to the affairs of SAVRALA 	Any business relating to the affairs of SAVRALA			

ANNEXURE 2 - VOTING

	ANNUAL GENERAL MEETING	SPECIAL MEETING OF MEMBERS	GENERAL MEETING CALLED BY PRESIDENT / VICE PRESIDENT	SECTIONAL MEETING	NEC MEETING
Who presides?	The President of NEC, or failing him the next senior NEC member in attendance at the meeting			Sectional Chairperson or failing him the next senior SEC member in attendance at the meeting	President of NEC, or failing him the next senior NEC member in attendance at the meeting
Resolutions are voted on by:	<ul style="list-style-type: none"> • By show of hands unless a ballot is demanded. • If a ballot is demanded then it shall be taken in a manner as the chairman of the meetings deems fit. 				
Number of votes	Each qualified member present at the meeting is entitled to one vote at any meeting				Each NEC member present is entitled to one vote in respect of the appointed position
Voting by proxy	Permitted				Not Permitted
How does a resolution get passed?	By way of simple majority				
What happens if there is an equality of votes	The Chairman of the meeting has a casting vote				

SAVRALA

SCHEDULE OF CURRENT FORUMS AND CORE ACTIVITIES (2011-2012)

Activity	Part.	Comments
All sections		
Quarterly meetings	C	Member's attendance required at senior management level
CEO briefings and strategy session	C	Two meetings a year reserved for CEO's
AGM	C	Annual General Meeting
Fund raiser	C	Savralla golf day in aid of charity or other
MOTY survey	C	Manufacturer of the Year survey done twice a year
MOTY review	C	Annual review with OEM's, generally held in November, and member's participation required at senior level
Nuts and bolts	C	Technical discussions with OEM's
Business Against Crime	o	Sponsoring of Business Against Crime is suggested but not mandatory
Rental Section		
Statistics	C	Monthly statistics in respect of revenue, fleet, damages, theft, etc. The recording of these statistics is outsourced to a specialised service provider under the strictest rules of confidentiality. Results only available to participating members.
Savralla index	C	A statistical record of fluctuating cost and revenue drivers. Outsourced to the same service provider.
Closed User Group	o	The reporting of industry abusers
Risk and Fraud	o	Action to assist in combatting vehicle crime and fraud
AARTO / ORT	o	Forums in respect of legislation and tolling
TBCSA	o	Tourism Business Council of SA. Savralla is represented at board level. Members may also join directly.
TOMSA Levy	C	Collection of the TOMSA levy and remittance to the TBCSA is compulsory for all "rent a car" members.
Leasing Section		
Statistics	C	Monthly statistics in respect of fleets, etc. The recording of these statistics is outsourced to a specialised service provider under the strictest rules of confidentiality. Results only available to participating members.
Education	o	Fleet management module.

Part. = Participation: C = compulsory o = Optional