

CONSTITUTION

SOUTHERN AFRICAN VEHICLE RENTAL AND LEASING ASSOCIATION

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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 or any other location as may be decided by the National Executive Council ("NEC") from time to time.

3. OBJECT AND ATTAINMENT OF OBJECTS

3.1 Savrala is the principal industry body representing the vehicle rental, fleet management and vehicle leasing sector in South Africa. It operates as a representative and non-profit voluntary regulatory-aligned industry association, utilising collaborative discussion and lobbying in order to:

3.1.1 promote, protect and encourage the collective interests of the members within the Republic of South Africa, as well as in Botswana, Eswatini, Lesotho, Namibia, Mozambique and Zimbabwe (if and when applicable);

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

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

3.1.4 ensure that the highest standards of service and professional and ethical trading practices are maintained by the members to their customers at all times through compliance with the Code of Conduct;

3.1.5 promote and create awareness of the security afforded when using the services of Savrala members;

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

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

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

3.1.9 co-operate, 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 (if and when applicable);

3.1.10 establish closer relations and associations between members of Savrala, subject to legal compliance;

3.1.11 assist with disputes between members, whenever called upon by such members, subject to 3.2.7.

3.2 The attainment of the objects of SAVRALA shall be achieved by such lawful actions, initiatives and measures as may from time to time be undertaken or approved by the Association in furtherance of its purposes and objectives, including, but not limited to:

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 71 of 2008 (as amended), or any other Act dealing with the incorporation of associations of this kind;

3.2.6 sponsoring and supervising the making of gifts or donations in money or in kind by Savrala to any person or organization approved by the committee;

3.2.7 establishing machinery for the settlement of disputes between members and between members and their clients, which machinery shall be subject to member approval; and

3.2.8 generally, doing all such other things as are incidental or conducive to the attainment of the abovementioned objects and which may be in the best interests of Savrala and its members.

4. MEMBERSHIP

4.1 There shall be three categories of members:

4.1.1 leasing members;

4.1.2 rental members; and

4.1.3 associate members.

4.2 Leasing members shall be those members which are involved with vehicle leasing (predominantly 24 months and longer), vehicle fleet management and other related industries. It is a requirement that a Leasing member is required to have a directly owned or leased vehicle fleet of more than 10 vehicles.

4.3 Rental members shall be those members which are involved with the car rental (predominantly less than 24 months) and other related industries. It is a requirement that a Rental member is required to have a directly owned or leased vehicle fleet of more than 20 vehicles.

4.4 Associate members are those members which, in the opinion of the NEC, do not fall within the category of **4.1.1** and **4.1.2**. 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 on issues directly affecting the Associated member(s). Associate members may include reciprocal memberships, for example to other trade associations, and such memberships will typically not attract joining fees or subscriptions.

4.5 Applicants shall apply for membership to the particular category for which they wish to qualify. However, the category to which a member is allocated will ultimately be determined by the NEC, subject to the membership classifications contained in this clause 4 and the applicant's right to object to the classification determined by the NEC.

4.6 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)

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

4.8 Any entity admitted as a member of SAVRALA shall undertake to remain a member of the Association for a minimum continuous period of twenty-four (24) months from the date of admission, thereafter annually subject to compliance requirements set out herein.

4.9 Membership fees shall be payable for the full membership period and shall not be refundable in the event of resignation, termination or lapse of membership during such period.

4.10 Membership certificates will be issued annually, with a validity period of 12 months, and will indicate as a minimum the following:

4.10.1 Member details

4.10.2 Membership type (e.g. Rental, Leasing or associate)

4.10.3 Validity period (will end on financial year of issue)

4.10.4 Date of issue

4.10.5 Period of membership (exact date of first membership if less than 5 years or note that a member has been a member for longer than 5 years)

4.10.6 Confirmation of good standing.

4.11 A member shall not be entitled to rely upon, represent, or certify its membership of SAVRALA for purposes of participating in any tender, procurement process, concession application, request for proposals, or similar commercial opportunity unless such member has been a member in good standing of SAVRALA, which shall be confirmed in each instance by a membership certificate issued by SAVRALA.

4.12 Where a member relies upon its membership of SAVRALA in connection with any tender, procurement process or concession application, such member shall remain a member in good standing of SAVRALA for the duration of the tender process and, if successful, for the duration of the contract or concession awarded pursuant thereto.

4.13 Should a member cease to be a member in good standing during such period, SAVRALA may notify the relevant contracting authority or tendering body that the entity is no longer a member in good standing of the Association.

4.14 For purposes of this Constitution and any confirmation or certification issued by SAVRALA, a “Member in Good Standing” shall mean a member who:

4.14.1 has been duly admitted as a member of SAVRALA in accordance with this Constitution;

4.14.2 has paid all membership fees, levies and other amounts due to SAVRALA and is not in arrears;

4.14.3 complies with the Constitution, rules, policies and validly passed resolutions of SAVRALA;

4.14.4 is not subject to suspension or disciplinary sanction imposed by SAVRALA; and

4.14.5 satisfies any minimum membership duration requirements prescribed by this Constitution.

4.15 Only members in good standing shall be entitled to exercise the rights and privileges of membership, including the right to vote at meetings and to receive confirmation or certification of membership for purposes of tenders or procurement processes.

4.16 Where a member resigns from SAVRALA, allows its membership to lapse, or otherwise ceases to be a member, such entity shall not be eligible to reapply for membership for a period of twelve (12) months from the date on which such resignation, lapse or termination became effective, unless the NEC deems extraordinary circumstances apply, which shall be communicated with all members.

4.17 The NEC may determine that a longer period of ineligibility shall apply, not exceeding twenty-four (24) months, where it reasonably concludes that the resignation or lapse occurred shortly after the member obtained or sought to obtain a commercial advantage arising from its membership of SAVRALA.

4.18 Any application for re-admission following the expiry of the applicable cooling-off period shall be treated as a new application for membership and shall be subject to the admission procedures prescribed by this Constitution.

4.19 The NEC may from time to time determine reasonable administrative procedures regulating membership certification, proof of membership and confirmation of members in good standing.

4.20 Where SAVRALA has issued a certificate or confirmation of membership for purposes of a tender, procurement process, concession application or similar commercial opportunity, and the member thereafter ceases to be a member in good standing, the NEC may suspend or withdraw such certificate or confirmation.

4.21 The exercise of this power shall not affect any contractual rights or obligations between the member and any third party but shall regulate only the member’s status within SAVRALA.

4.22 By the issuing of a certificate of good standing, SAVRALA certifies only a Member’s membership status

and good standing and does not warrant or endorse that Member's competence, financial standing, contractual performance or operational capability.

4.23 Each Member in good standing shall be entitled to one vote in any voting process. Notwithstanding the foregoing, where a Member qualifies as, and is duly recognised as, a Member of both LSEC and RSEC, such Member shall be entitled to two votes, being one vote in respect of its LSEC membership and one vote in respect of its RSEC membership.

5 REGISTER OF MEMBERS

5.1 The Company Secretary shall keep a register of all members with all relevant particulars as may be required from time to time.

5.2 Every member shall register with Savrala a physical and an e-mail address, 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 meeting on its behalf. Provided that at all times the NEC shall be entitled, if it deems it necessary, to request written confirmation from the member confirming that the individual is its duly authorised representative.

5.3 It shall be the sole responsibility of each member to keep their address and other relevant details up to date and keep the Company Secretary advised of any changes in such details from time to time.

5.4 Every Member shall, on an annual basis, and within such reasonable period as may be prescribed by the NEC, submit to SAVRALA such information and supporting documentation as may reasonably be required to confirm that the Member continues to comply with the membership requirements of SAVRALA, this Constitution, the Code of Conduct and any applicable policies or requirements of the Association.

5.5 Without limiting the generality of clause 5.4, SAVRALA may require a Member to provide some or all of the following:

5.5.1 confirmation of the Member's current registration and "In Business" status with the Companies and Intellectual Property Commission ("CIPC"), where applicable;

5.5.2 proof of the Member's compliant tax status with the South African Revenue Service ("SARS");

5.5.3 proof of VAT registration, where the Member is required by law to be registered for VAT;

5.5.4 a declaration confirming compliance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and any other applicable data-protection requirements;

5.5.5 proof of such insurance cover as may reasonably be appropriate to the nature and activities of the Member's business, or as may from time to time be prescribed by SAVRALA;

5.5.6 a valid B-BBEE certificate, sworn affidavit or other appropriate proof of B-BBEE status;

5.5.7 confirmation of the Member's Fleet and Fleet Size;

5.5.8 confirmation of the Member's registered and trading particulars, physical address and principal place or places of business;

5.5.9 confirmation of the directors, members, trustees, partners or other persons exercising control over the Member;

5.5.10 confirmation of the Member's authorised SAVRALA Representative and alternative Representative;

5.5.11 such declarations, supporting information or documentation as may be required in relation to the continued satisfaction of SAVRALA's membership criteria; and

5.5.12 any other information or documentation reasonably required by SAVRALA for purposes of verifying the Member's continued eligibility for membership and compliance with this Constitution.

5.6 SAVRALA shall be entitled, at any time where reasonably necessary, to require a Member to provide additional or updated information or supporting documentation, including, but not limited to, information or documentation of the same or similar nature to that required when applying for membership in terms of Annexure 2.

5.7 The requirements contained in this clause shall apply in addition to the obligation of every Member to

complete and submit the Annual Return prescribed by SAVRALA.

5.8 SAVRALA shall be entitled to verify any information or documentation submitted by a Member and may, for this purpose, conduct either:

5.8.1 a Desktop Audit (meaning an audit or verification conducted by SAVRALA through the consideration of documents, information and declarations submitted by the Member, together with information reasonably available from public records, regulatory databases or other information lawfully available in the public domain); or

5.8.2 a physical compliance audit or site inspection at any premises from which the Member conducts activities relevant to its membership of SAVRALA.

5.9 For purposes of a physical compliance audit or site inspection, SAVRALA may appoint one or more members of the NEC, employees, representatives, professional advisers or suitably qualified independent persons to conduct the audit or inspection on its behalf.

5.10 Except where circumstances reasonably require otherwise, SAVRALA shall provide the Member with reasonable written notice of any physical compliance audit or site inspection, and the audit or inspection shall be conducted during reasonable business hours.

5.11 A physical compliance audit or site inspection shall be limited to matters reasonably relevant to determining:

5.11.1 whether the Member continues to comply with the requirements for membership;

5.11.2 the accuracy of information or declarations submitted by the Member;

5.11.3 the accuracy of the Member's declared Fleet or Fleet Size;

5.11.4 compliance with this Constitution, the Code of Conduct and applicable SAVRALA policies; and

5.11.5 any other matter reasonably related to the Member's status as a Member of SAVRALA.

5.12 Every Member shall reasonably cooperate with SAVRALA in connection with any verification, Desktop Audit or physical compliance audit and shall provide such reasonable access to relevant records, information and premises as may be necessary for purposes of the audit.

5.13 SAVRALA may require a Member to clarify, supplement or correct any information supplied where the information is incomplete, inconsistent, appears inaccurate or cannot reasonably be verified.

5.14 Where an audit identifies a material non-compliance, SAVRALA shall notify the Member in writing of the nature of the non-compliance and, where reasonably capable of remedy, afford the Member a reasonable period within which to rectify the non-compliance or provide an explanation.

5.15 A Member who, without reasonable cause:

5.15.1 fails or refuses to provide information or documentation properly required under this clause;

5.15.2 knowingly provides materially false or misleading information;

5.15.3 unreasonably refuses to cooperate with a Desktop Audit or physical compliance audit; or

5.15.4 fails to remedy a material non-compliance within the period reasonably stipulated by SAVRALA,

may be regarded as not being a Member in Good Standing and may be referred for appropriate action in accordance with this Constitution.

5.16 Any information obtained by SAVRALA pursuant to this clause shall be dealt with confidentially and in accordance with applicable law and shall, subject to any legal obligation to disclose the information, be used only for legitimate SAVRALA governance, membership, compliance or regulatory purposes.

6 SUBSCRIPTIONS AND LEVIES

6.1 All members shall pay subscriptions.

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

6.3 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 Company 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.

6.4 The financial year of Savrala shall commence on the 1st day of July each year and all subscriptions shall be due and payable on or before that date.

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

6.6 The NEC shall impose additional levies which may be considered necessary from time to time, provided that same shall be approved by all members at any general meeting prior to implementation.

6.7 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 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.

6.8 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 or email of a written request for payment by the NEC, may be removed from the list of members by the NEC. Any subsequent re-application for membership by a Member whose membership has been suspended or terminated in terms of this clause may, as a condition of re-admission, be subject to payment of all outstanding amounts together with such reasonable additional levies or penalties as the NEC may determine in its discretion, provided that such additional levies or penalties shall not exceed 20% (twenty per cent) of the outstanding amount.

6.9 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.

6.10 A certificate of balance as signed by any member of the NEC shall be *prime facie* proof of the indebtedness of any member at any time.

7 MANAGEMENT

7.1 The management structure of Savrala shall comprise the following:

7.1.1 A National Executive Council (hereinafter referred to as the “NEC”);

7.1.2 A Leasing Sectional Executive Council (“LSEC”) and a Rental Sectional Executive Council (“RSEC”).

7.2 The overall affairs of Savrala shall be administered and controlled by the NEC, which shall consist of a committee of maximum 11 (eleven) persons elected from the members as set out below, and shall comprise the following positions:

7.2.1 President

7.2.2 Vice President

7.2.3 Outgoing President

7.2.4 Chairman and Vice Chairman of the LSEC and RSEC

7.2.5 4 (four) additional representatives

7.3 The positions listed in clause 7.2 shall be elected as follows:

7.3.1 The President and Vice President shall be elected at the annual general meeting.

7.3.2 The Chairman and Vice Chairman of the LSEC and the RSEC shall be elected at the annual general meeting by their respective members and shall, by virtue of such election, serve on the NEC.

7.3.3 The outgoing President shall remain a member of the NEC for a period equivalent to the term of the newly elected President. Should the outgoing President elect not to continue serving or resign prior to the expiry of such period, the outgoing President shall be entitled to co-opt a replacement member in his

or her stead from the member he/she represents. The same procedure shall apply in the event that any co-opted member referred to in this paragraph resigns prior to completion of the relevant term.

7.3.4 The additional 4 (four) members of the NEC shall be elected at the annual general meeting. Two (2) members shall be elected by members representing the 50% largest SAVRALA rental and fleet members, and the remaining two (2) members shall be elected by the remaining SAVRALA members. For purposes of determining the 50% largest Rental/Fleet Members referred to in clause 7.3.4, such determination shall be based on the total number of vehicles comprising each Member's fleet as at the date on which notice of the relevant meeting or voting process is issued. Fleet size shall be determined from information capable of verification by SAVRALA. Any dispute regarding a Member's classification shall be determined by the NEC, or by an independent election administrator appointed by SAVRALA, whose determination shall be final for purposes of that election.

7.3.5 Each member is only allowed to have 1 (one) representative on the NEC, subject thereto that the outgoing President is not included in this requirement.

7.3.6 Members shall ensure that the composition of the National Executive Committee (NEC) reflects, as far as reasonably practicable, equitable representation of the demographic and gender profile of the Republic of South Africa.

7.4 All nominations for the positions listed in clause 7.2 shall be submitted in writing to the SAVRALA Company Secretary or other nominated person not less than 7 (seven) days prior to the annual general meeting or, where applicable, the date designated for electronic voting.

7.5 All votes for candidates for the NEC or the sectional executive councils shall be conducted at the annual general meeting, at any special meeting duly convened for such purpose, or by means of an alternative voting process approved separately by at least 75% of the CEOs, or their duly authorised representatives, of the LSEC members and at least 75% of the CEOs, or their duly authorised representatives, of the RSEC members, provided that the prescribed notice periods and quorum requirements have been complied with.

7.6 Acceptance of nomination by any nominee shall be submitted in writing. In the event that a nominee is not present at the relevant meeting, such nominee may confirm his or her acceptance in writing, provided that such acceptance is ratified and confirmed by any member of the NEC presiding at the time.

7.7 All members elected to the NEC, the LSEC or the RSEC shall, subject to clause 7.9 below, hold office for a term of 1 (one) year, but may put themselves forward to be considered for re-elected for a further period of one year.

7.8 Any retiring member of the NEC or of a sectional executive council shall be eligible for re-election.

7.9 No person shall serve as President and Vice President for more than 3 (three) consecutive years. The same limitation shall apply, mutatis mutandis, to the Chairman of the LSEC, the Chairman of RSEC, and to the position of Outgoing President on the NEC (or person co-opted in his/her place).

7.10 Should any of the aforesaid offices become vacant between elections (subject to the provisions already set out above), the NEC shall be entitled to elect from amongst themselves a suitable person to fill such vacancy, as may be required from time to time.

7.11 A Company Secretary (who may also be the accountant and/or auditor) shall be appointed by the NEC from time to time. The Company Secretary shall be responsible for all company secretarial functions, including, without limitation, the recording and safekeeping of minutes of meetings.

7.12 The appointment of the auditor shall be subject to member approval annually at the annual general meeting.

7.13 The NEC shall at all times act in the best interests of all members of Savrala and shall promote and give effect to the objects of Savrala as set out in this Constitution.

7.14 The executive councils of the Leasing and Rental Sections shall each consist of a Chairman, a Vice-Chairman and such standing sub-committee heads as may be required from time to time.

7.15 The NEC shall be responsible for giving effect to the objects of Savrala and ensuring their attainment in accordance with this Constitution, including any matters ancillary thereto, in respect of their respective sections.

7.16 An NEC Member who, without approved leave of absence, fails to attend three (3) consecutive NEC

meetings shall be deemed to have vacated office, and the resulting vacancy shall be filled in accordance with clause 7.10 above.

7.17 Any NEC Member who has a direct or indirect commercial interest in a matter before the NEC shall disclose such interest, which shall be recorded, and shall recuse himself or herself from any deliberation, decision or vote on that matter.

7.18 A person shall be eligible for election or appointment to the NEC, or any committee or subcommittee of SAVRALA, only if he or she is employed by a Member of SAVRALA and is duly authorised by that Member to represent it. If such person ceases, for any reason, to be employed by or authorised to represent that Member, he or she shall automatically cease to hold office in SAVRALA and shall be deemed to have resigned from such position with effect from the date on which such employment or authority ceased. Any resulting vacancy shall be dealt with in accordance with the applicable provisions of this Constitution.

8 POWERS AND DUTIES OF THE NATIONAL EXECUTIVE COUNCIL

The NEC shall conduct and manage all the affairs of Savrala and shall be entitled to attend to 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:

8.1. to convene a meeting(s);

8.2. to appoint, remove and, if necessary, determine the salaries and remuneration of members of the NEC and other committee members, provided that same is ratified by members at a general meeting;

8.3. to hold and have the custody and control of the funds and other property of Savrala;

8.4. open and operate banking accounts either itself or by authorising the Company 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;

8.5. 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. All subcommittees shall operate in accordance with written terms of reference approved by the NEC, remain accountable to the NEC and exercise only those powers specifically delegated to them. The NEC shall retain overall oversight and may amend or withdraw any delegation at any time;

8.6. to decide, refuse or modify applications for membership;

8.7. to draw up and amend from time-to-time Codes of Conduct and Charters within the parameters of this Constitution;

8.8. 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;

8.9. propose further levies or subscriptions or the amendment of levies or subscriptions to the annual general meeting of members for approval;

8.10. enter into arrangements with any government, governmental or other authority or agency or with persons, members, groups of members, associations or organizations and to co-operate or affiliate with anybody who has similar interests or objects likely to further the interests of Savrala and its members;

8.11. employ and remunerate staff or professional advisors and generally incur such liabilities and expenses as are necessary to conduct the affairs of Savrala. No appointment of any employee, staff member, professional advisor, or contractor shall exceed a period of three (3) years. Upon the expiration of such period, the appointment shall be reviewed by the NEC, and may only be renewed or extended with the approval of the NEC;

8.12. 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 the NEC prior to the expenses being incurred, provided same is ratified by all members at a general meeting, as may be necessary from time to time.

8.13. 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;

8.14. to form a conciliation or disciplinary sub-committee, which shall;

8.14.1 consist of any member(s) of Savrala, or any professional person appointed by the NEC, being a president and 2 (two) members or person appointed by the NEC, all of whom shall constitute a quorum, save that, on the recusation 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;

8.14.2. 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:

8.14.2.1. a wilful breach of the provisions of this constitution or approved resolutions made hereunder; or

8.14.2.2. failure to comply with the provisions of the Code of Conduct and Charters of Savrala; or

8.14.2.3. conduct prejudicial to the interests or reputation of Savrala; or

8.14.2.4. conduct which is unreasonable and damaging to a fellow member of Savrala; or

8.14.2.5. non-payment within 14 (fourteen) days of its imposition of a fine imposed by the NEC;

8.14.3. An appeal may be brought against any decision or order of the conciliation or disciplinary subcommittee, provided that:

8.14.3.1 written notice of appeal, setting out the grounds of appeal, shall be lodged with the Company Secretary within seven (7) days of receipt of the written decision or order against you.

8.14.3.2 the appeal shall be determined by an independent practising or retired advocate of not less than ten (10) years' professional experience, nominated by the NEC, who shall not have participated in the investigation, disciplinary inquiry or decision giving rise to the appeal; and

8.14.4. the advocate appointed in terms of clause 8.14.3.2 shall have the power to confirm, vary or set aside any finding, decision, order or sanction of the conciliation or disciplinary subcommittee, or substitute such finding, decision, order or sanction as he or she considers appropriate. The advocate's decision shall be final and binding on SAVRALA and the Member, subject to any rights available in law.

8.15 SAVRALA may appoint an independent person or entity to administer, oversee or supervise any election or voting process conducted in terms of this Constitution, including the receipt and verification of nominations, management of voting, counting of votes and certification of the election results, subject to such terms and procedures as may be approved by the NEC. In the absence of the nomination of an independent person or entity, this function will be performed by the Company Secretary.

9 ADMINISTRATION

9.1 The books to be kept by Savrala shall include:

9.1.1 a register of members and their contact details;

9.1.2 minute books;

9.1.3 proper books of account;

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

9.2 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 Company Secretary or other custodian shall accordingly be obliged to produce.

9.3 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 circularised to all members within 21 (twenty-one) days of any such meeting. These minutes shall be recorded in the minute book of each section which shall be kept by the Company Secretary.

9.4 Notwithstanding what is set out in clause 9.3 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, provided that any decision taken during such informal discussions shall be tabled for ratification at the next formal meeting of the NEC. The NEC shall further report back to its members on important issues.

10 FINANCIAL REPORTING

10.1 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 Company Secretary by any member of the NEC.

10.2 Within 120 (one hundred and twenty) days after the close of each financial year (and being available for inspection at the offices of the Company 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.

11 MEETINGS/VOTING/QUORUMS

There are several types of meeting that may be held. Details of type, frequency, convenor, notice required, quorum and agenda are set out in Annexure 3. Details of voting are set out in Annexure 4.

12 RESIGNATIONS

12.1 Any member desiring to resign from Savrala may do so on giving notice in writing to the Company Secretary but such member 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.

13 LEGAL PROCEEDINGS

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

14 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 LSEC and RSEC members present who represent no less than 50% (fifty percent) of all the paid up LSEC and RSEC 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.

15 LIABILITY OF MEMBERS

15.1 The liability of a member for the obligations of Savrala shall be limited to the amount of unpaid subscriptions. The NEC has the right to exclude any member in arrears of their subscriptions from participating in any SAVRALA event(s) and / or meetings.

15.2 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.

16 INTERPRETATION OF THIS CONSTITUTION AND CODE OF CONDUCT

16.1 In this Constitution, unless the context indicates otherwise, the following words and expressions shall have the meanings assigned to them below:

16.1.1 "Annual General Meeting" or "AGM" means the annual general meeting of SAVRALA convened in accordance with this Constitution.

16.1.2 “Annual Return” means the annual return prescribed by SAVRALA and required to be completed by Members for purposes including confirmation of membership information, Fleet Size, subscriptions, levies and continued compliance with membership requirements.

16.1.3 “Associate Member” means a Member admitted to SAVRALA as an associate member in accordance with clause 4 and includes suppliers, service providers, reciprocal members and other organisations that do not qualify as Rental Members or Leasing Members.

16.1.4 “Business Day” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

16.1.5 “Code of Conduct” means the code or codes of conduct adopted by SAVRALA from time to time governing the standards, conduct and obligations applicable to Members.

16.1.6 “Constitution” means this Constitution of SAVRALA, including its Annexures, as amended from time to time in accordance with its provisions.

16.1.7 “Day” means a calendar day, unless expressly stated to be a Business Day.

16.1.8 “Electronic Communication” means communication by electronic means, including e-mail, electronic voting systems, video conferencing, teleconferencing and any other electronic platform approved by the NEC.

16.1.9 “Financial Year” means the financial year of SAVRALA commencing on 1 July of each year and ending on 30 June of the following year.

16.1.10 “Fleet” means the vehicles directly owned, leased, financed, managed or operated by a Member as part of that Member's ordinary rental, leasing or fleet-management business and which are capable of reasonable verification by SAVRALA. For purposes of determining a Member's Fleet, the same vehicle shall not be counted more than once merely because the Member has more than one legal or operational interest in that vehicle.

16.1.11 “Fleet Size” means the number of vehicles comprising a Member's Fleet, calculated in accordance with this Constitution and any reasonable methodology approved by the NEC from time to time and declared by the Member in its Annual Return or otherwise verified by SAVRALA.

16.1.12 “General Meeting” means a duly convened meeting of Members other than an Annual General Meeting and includes a Special General Meeting where the context requires.

16.1.13 “Good Standing” or “Member in Good Standing” means a Member who:

(a) has been duly admitted as a Member of SAVRALA;

(b) has paid all subscriptions, levies and other amounts due and payable to SAVRALA;

(c) complies with this Constitution, the Code of Conduct and all applicable rules and policies of SAVRALA;

(d) is not suspended or subject to a disciplinary sanction that removes or restricts its membership rights; and

(e) complies with any applicable minimum membership period or other membership requirement prescribed by this Constitution.

16.1.14 “Leasing Member” means a Member admitted in the Leasing Member category in accordance with clause 4 and whose ordinary business includes vehicle leasing, fleet management or related activities.

16.1.15 “LSEC” means the Leasing Sectional Executive Council of SAVRALA.

16.1.16 “Member” means any legal entity or organisation duly admitted as a member of SAVRALA in accordance with this Constitution and whose membership has not terminated, lapsed or been cancelled.

Where the context requires, “Members” includes Leasing Members, Rental Members and Associate Members.

16.1.17 "NEC" means the National Executive Council of SAVRALA constituted in accordance with clause 7, also referred to a committee.

16.1.18 "Office Bearer" means the President, Vice President, sectional Chairpersons and Vice Chairpersons and any other person elected or appointed to an office expressly created by this Constitution.

16.1.19 "Policy" means a policy, procedure or governance framework adopted by the NEC in accordance with this Constitution for the regulation or administration of SAVRALA's affairs.

16.1.20 "President" means the duly elected President of SAVRALA and includes any person lawfully acting in that position in accordance with this Constitution.

16.1.21 "Proxy" means a person duly authorised in writing by a Member entitled to vote to attend and vote on that Member's behalf at a meeting at which proxy voting is permitted.

16.1.22 "Representative" means the natural person duly authorised by a Member to represent that Member in its dealings with SAVRALA, including attendance at meetings and the exercise of membership rights where permitted.

16.1.23 "Rental Member" means a Member admitted in the Rental Member category in accordance with clause 4 and whose ordinary business includes the short-term rental of motor vehicles or related rental activities.

16.1.24 "Republic" or "South Africa" means the Republic of South Africa.

16.1.25 "RSEC" means the Rental Sectional Executive Council of SAVRALA.

16.1.26 "SAVRALA" or "the Association" means the Southern African Vehicle Rental and Leasing Association.

16.1.27 the "Company Secretary" means the person, persons or service provider appointed by the NEC to perform the administrative and secretarial functions of SAVRALA.

16.1.28 "Special General Meeting" means a general meeting of Members convened for a specific purpose in accordance with this Constitution.

16.1.29 "Voting Member" means a Member entitled to vote on the particular matter concerned in accordance with this Constitution.

16.1.30 "Writing" or "Written" includes any legible form of written communication capable of being retained or reproduced, including e-mail and other approved electronic communication.

16.2 Interpretation

Unless the context clearly indicates otherwise:

16.2.1 words importing the singular shall include the plural and vice versa;

16.2.2 words referring to a person shall include a natural person, company, close corporation, partnership, trust, association, body corporate or other legal entity, where applicable;

16.2.3 words referring to any gender shall include all genders;

16.2.4 a reference to a clause or Annexure shall be a reference to a clause of, or Annexure to, this Constitution unless otherwise stated;

16.2.5 an Annexure to this Constitution shall form part of the Constitution unless expressly stated otherwise;

16.2.6 headings are included for convenience and shall not materially affect the interpretation of this Constitution;

16.2.7 the word "including" or similar expressions shall not be interpreted as limiting the words preceding

them;

16.2.8 a reference to legislation shall include any amendment, replacement or re-enactment of that legislation from time to time;

16.2.9 where a number of Days is prescribed, the first Day shall be excluded and the last Day included;

16.2.10 where the last Day for performing an act falls on a Saturday, Sunday or public holiday, the act may be performed on the next Business Day;

16.2.11 where this Constitution requires something to be done "in writing", electronic communication shall be sufficient unless the Constitution expressly requires an original signed document;

16.2.12 where a provision confers a discretion on the NEC, that discretion shall be exercised reasonably, in good faith and consistently with the objects of SAVRALA and this Constitution;

16.2.13 where there is an inconsistency between this Constitution and any Policy, Code of Conduct, procedure or resolution adopted by SAVRALA, this Constitution shall prevail;

16.2.14 where there is an inconsistency between the main body of this Constitution and an Annexure, the main body of the Constitution shall prevail unless the Constitution expressly provides otherwise; and

16.2.15 no provision shall be interpreted in a manner that requires SAVRALA or any Member to act contrary to applicable law.

16.3 Interpretation by the NEC

16.3.1 Where a genuine uncertainty or ambiguity arises concerning the interpretation or application of this Constitution, the NEC may determine the matter, subject to applicable law and any dispute-resolution procedure contained in this Constitution.

16.3.2 In interpreting this Constitution, the NEC shall have regard to:

16.3.2.1 the ordinary meaning of the relevant provision;

16.3.2.2 the objects and purposes of SAVRALA;

16.3.2.3 the Constitution as a whole; and

16.3.2.4 the principles of fairness, consistency and good governance.

16.3.3 Any interpretation adopted by the NEC shall apply consistently to Members similarly situated.

17 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.

18 OMISSIONS AND DEFECTS

18.1 Any omission, defect, irregularity or failure to comply with a requirement of this Constitution shall render any proceeding, resolution, election, appointment or decision arising therefrom invalid and of no force or effect where such omission, defect, irregularity or non-compliance:

(a) prejudices, or could reasonably prejudice, the rights or participation of any Member;

(b) affects any Member's right to receive notice, attend, participate, nominate, vote or otherwise exercise any right under this Constitution;

(c) constitutes non-compliance with a mandatory procedural or substantive requirement of this Constitution; or

(d) affects, or could reasonably affect, the fairness, integrity or outcome of the relevant process.

18.2 Where any omission, defect, irregularity or non-compliance contemplated in clause 18.1 occurs, the affected process shall be reverted to the stage immediately preceding such occurrence and shall thereafter be conducted afresh in accordance with this Constitution.

18.3 No resolution, decision, election or appointment affected by clause 18.1 may be implemented or relied upon unless and until the relevant defect has been remedied and the applicable process has been validly completed.

18.4 A clerical, typographical or administrative error which does not fall within clause 18.1 shall not, by itself, invalidate any proceeding or decision.

19 AGENTS OF THE ASSOCIATION

19.1 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.

19.2 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.

19.3 Notwithstanding any provision requiring a dispute to be referred to arbitration, nothing in this Constitution shall prevent any Member, SAVRALA or other affected party from approaching any court of competent jurisdiction for urgent interim or interlocutory relief where circumstances so require.

20 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.

21 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:

21.1 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.

21.2 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.

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

21.4 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.

21.5 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.

21.6 Under no circumstances may third parties use, imitate, or play off of the Savrala tagline. This tagline is reserved for exclusive use by Savrala.

21.7 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.

22 DISSOLUTION

22.1 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.

22.2 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.

22.3 Should those present at a Special General Meeting decide to dissolve Savrala on a basis other than that set out in 22.2, they may do so accordingly, within the rules of quorum and voting as set out in this Constitution.

23. PROTECTION OF PERSONAL INFORMATION AND DATA GOVERNANCE

23.1 SAVRALA shall process personal information in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 (“POPIA”), the Promotion of Access to Information Act 2 of 2000 (“PAIA”), and any other applicable legislation governing the protection and lawful processing of personal information.

23.2 SAVRALA shall take reasonable and appropriate organisational and technical measures to ensure that personal information processed by the Association is protected against loss, damage, unauthorised destruction, unlawful access, misuse or disclosure.

23.3 The National Executive Council shall designate an Information Officer of SAVRALA in accordance with the provisions of POPIA.

23.4 The Information Officer shall be responsible for overseeing the Association’s compliance with applicable data protection legislation and shall perform the duties prescribed by POPIA, including but not limited to:

23.4.1 encouraging compliance with the conditions for lawful processing of personal information;

23.4.2 dealing with requests for access to information made in terms of PAIA;

23.4.3 cooperating with the Information Regulator in relation to investigations or complaints;

23.4.4 ensuring the development, implementation and monitoring of policies relating to the protection of personal information; and

23.4.5 ensuring that appropriate internal procedures and safeguards are implemented to protect personal information processed by SAVRALA.

23.5 The National Executive Council may appoint one or more Deputy Information Officers to assist the Information Officer in the performance of these functions.

23.6 SAVRALA may collect and process personal information relating to:

23.6.1 members of the Association;

23.6.2 applicants for membership;

23.6.3 directors, officers or authorised representatives of member organisations;

23.6.4 participants in SAVRALA committees, forums or working groups; and

23.6.5 other stakeholders interacting with the Association.

23.7 Such personal information may be processed for purposes including:

23.7.1 administration of membership;

23.7.2 maintaining a register of members;

23.7.3 facilitating communication between SAVRALA and its members;

23.7.4 administering meetings and governance structures of the Association;

23.7.5 facilitating participation in industry forums and working groups;

23.7.6 compiling industry statistics and reports;

23.7.7 representing the interests of the industry before regulators, government authorities and other stakeholders; and

23.7.8 complying with applicable legal or regulatory obligations.

23.8 SAVRALA shall take reasonable steps to ensure that personal information processed by the Association is kept confidential and is only accessed by persons authorised to process such information for legitimate purposes related to the activities of the Association.

23.9 Members and office bearers of SAVRALA who have access to personal information through their participation in the Association shall treat such information as confidential and shall not use or disclose such information except as authorised by SAVRALA or as required by law.

23.10 Where necessary for the purposes of the Association, personal information may be transferred to or processed in jurisdictions outside the Republic of South Africa, including in connection with international industry partners or affiliates of members.

23.11 SAVRALA shall ensure that such transfers are conducted in accordance with the requirements of POPIA and that appropriate safeguards are implemented to protect the personal information concerned.

23.12 The National Executive Council may from time to time adopt policies, procedures or guidelines governing the processing, protection and management of personal information within SAVRALA, including:

23.12.1 a privacy policy;

23.12.2 a PAIA manual;

23.12.3 procedures relating to data subject access requests; and

23.12.4 any other measures necessary to ensure compliance with applicable data protection legislation.

23.13 Personal information obtained through SAVRALA membership or participation in its activities shall not be used by members for purposes unrelated to the legitimate activities of the Association, including unsolicited commercial exploitation of member contact information, unless permitted by SAVRALA policies or with the consent of the affected data subject.

24. COMPETITION LAW COMPLIANCE

24.1 SAVRALA and its members shall conduct all activities of the Association in compliance with the provisions of the Competition Act 89 of 1998 and any other applicable competition or antitrust legislation.

24.2 Participation in SAVRALA, its meetings, committees, forums or working groups shall not be used as a platform for any conduct that may constitute prohibited collusion or anti-competitive behaviour.

24.3 Members participating in SAVRALA meetings or activities shall not discuss, exchange, disclose or agree upon any information or arrangement that may have the effect of restricting competition, including but not limited to:

24.3.1 pricing structures, tariffs or discounting practices;

24.3.2 future pricing strategies or pricing intentions;

24.3.3 market allocation or division of customers or territories;

24.3.4 agreements to limit production, supply or market participation;

24.3.5 coordinated responses to tenders, procurement processes or concessions;

24.3.6 confidential commercial strategies that could distort competitive behaviour.

24.4 Any discussion of such matters during SAVRALA meetings shall immediately be terminated and recorded in the meeting minutes.

24.5 Nothing in this Constitution shall prevent SAVRALA or its members from engaging in legitimate industry collaboration, including:

24.5.1 the development of industry standards or codes of conduct;

24.5.2 engagement with regulators or government authorities on industry policy matters;

24.5.3 discussion of regulatory, safety or consumer protection issues;

24.5.4 the preparation of aggregated industry statistics that do not identify individual members or reveal competitively sensitive information.

24.6 Such activities shall be conducted in a manner that does not result in the exchange of competitively sensitive information between members.

24.7 Members shall treat information obtained through SAVRALA activities as confidential where such information is identified as confidential or where the nature of the information reasonably requires confidentiality.

24.8 Members shall not disclose or use confidential information obtained through SAVRALA for purposes unrelated to the legitimate activities of the Association without the consent of the Association or the member to whom such information relates.

24.9 The National Executive Council shall take reasonable steps to ensure that SAVRALA activities are conducted in compliance with applicable competition legislation.

24.10 Such measures may include:

24.10.1 the adoption of competition law compliance guidelines for meetings;

24.10.2 the appointment of a chairperson responsible for ensuring compliance during meetings;

24.10.3 the recording of meeting agendas and minutes; and

24.10.4 the provision of guidance to members regarding permissible industry collaboration.

24.11 Members participating in SAVRALA activities shall be responsible for ensuring that their representatives comply with the provisions of this clause.

24.12 Any member who becomes aware of conduct during SAVRALA activities that may contravene competition law shall immediately bring such matter to the attention of the chairperson of the meeting or the National Executive Council.

24.13 SAVRALA shall not be responsible for any anti-competitive conduct undertaken independently by members.

24.14 Members remain individually responsible for ensuring that their conduct complies with applicable competition legislation.

ANNEXURE 1

SOUTHERN AFRICAN VEHICLE RENTING & LEASING ASSOCIATION

Annual Return for the Year

The following information is required to ensure the accuracy of our records and to facilitate the annual invoicing process. This form should be completed by ALL members and returned to the Company Secretary.

Should a member be uncertain as to their membership status/classification, kindly contact the Company Secretary for clarification or refer to a SAVRALA National Executive Committee member.

THE COMPANY SECRETARY
SAVRALA
PO BOX 84623
GREENSIDE
2034

CONTACT: Warren Fletcher
TEL: (011) 795 8100
FAX: (011) 795 1400
EMAIL: fletch@afsi.co.za
www.savrala.co.za

NAME OF MEMBER: _____

STREET ADDRESS: _____

POSTAL ADDRESS: _____

PHONE & FAX: CODE: _____ TEL: _____ FAX: _____

1. Name of person nominated to represent member (representative)

Contact Details:

Tel: _____

Fax: _____

E-mail: _____

2. Name of person nominated as first alternative to representative:

Contact Details:

Tel: _____

Fax: _____

E-mail: _____

3. FULL MEMBERS - RENTAL

DETAILS OF FLEET (Average over past twelve months). (Tick which is applicable)

☐ <500 ☐ <1 000 ☐ <5 000 ☐ <10 000 ☐ >10 000

4. FULL MEMBERS – LEASING/FLEET MANAGEMENT

DETAILS OF VEHICLE CONTRACTS MANAGED AS AT _____
(Tick which is applicable)

☐ <1 000 ☐ <5 000 ☐ <10 000 ☐ >10 000

5. ASSOCIATE MEMBERS

Manufacturer (local) ☐ Importer ☐ Other ☐

SIGNED: _____

DESIGNATION: _____

DATE: _____

ANNEXURE 2

SOUTHERN AFRICAN VEHICLE RENTAL AND LEASING ASSOCIATION

Application for Membership

The following particulars must be completed where applicable by all applicants and will be treated in confidence. The completed form should be sent to The Company Secretary.

Upon acceptance of this application by the National Executive Council (NEC) of SAVRALA, the applicant will be invoiced a joining levy/subscription as relevant and payment should be made promptly, either by cheque delivered to the Company Secretary's offices or by electronic transfer to the SAVRALA account, details of which the Company Secretary will advise on request.

THE COMPANY SECRETARY
SAVRALA
PO BOX 84623
GREENSIDE
2034

CONTACT: Warren Fletcher
TEL: (011) 795 8100
FAX: (011) 795 1400
EMAIL: fletch@afsi.co.za
www.savrala.co.za

(PLEASE PRINT)

1. NAME OF APPLICANT: _____
(STATE TRADING NAME OF BUSINESS)

_____

TYPE OF EQUITY : (Tick which is applicable):

☐ cc ☐ Sole Trader ☐ (Pty) Ltd ☐ Limited

COMPANY REGISTRATION NO: _____

2. PHYSICAL ADDRESS: _____

_____

_____ CODE: _____

POSTAL ADDRESS: _____

_____

_____CODE: _____

TELEPHONE NO.: (Code) _____ (Number)_____

FAX NO: (Code) _____ (Number)_____

E-MAIL ADDRESS: _____

WEBSITE ADDRESS: _____

3. DIRECTORS / MANAGERS

1. NAME: _____ CAPACITY: _____

2. NAME: _____ CAPACITY: _____

3. NAME: _____ CAPACITY: _____

4. SHAREHOLDERS OF COMPANY / MEMBERS OF CLOSE CORPORATION:

1. NAME: _____ PERCENTAGE HOLDING: _____

2. NAME: _____ PERCENTAGE HOLDING: _____

3. NAME: _____ PERCENTAGE HOLDING: _____

5 (a) NAME OF PERSON APPOINTED TO REPRESENT APPLICANT IN SAVRALA
(TO WHOM ALL CORRESPONDENCE WILL BE SENT)

NAME: _____

E-MAIL ADDRESS OF THAT PERSON: _____

DIRECT TELEPHONE NO: _____

DIRECT FAX NO: _____

CELL PHONE NO: _____

5 (b) NAME OF ALTERNATIVE PERSON TO REPRESENT APPLICANT IN SAVRALA IN THE EVENT OF INDIVIDUAL IN 5(a) NOT BEING AVAILABLE (IT BEING INCUMBENT ON THE INDIVIDUAL IN 5 (a) TO APPOINT THE ALTERNATIVE PERSON IN THE EVENT OF HIS NON-AVAILABILITY)

NAME: _____

E-MAIL ADDRESS OF THAT PERSON: _____

DIRECT TELEPHONE NO: _____

DIRECT FAX NO: _____

CELL PHONE NO: _____

6. STATE THE NUMBER OF YEARS THE APPLICANT HAS BEEN IN BUSINESS: ☐

7. THE APPLICANT'S BUSINESS IS:
(Tick which is applicable)

7.1 FLEET MANAGEMENT/ LEASING: ☐

TOTAL OF VEHICLE CONTRACTS MANAGED (AT DATE OF APPLICATION)
(Tick which is applicable)

<1 000 ☐ <10 000 ☐

<5 000 ☐ >10 000 ☐

7.2 VEHICLE RENTING: ☐

TOTAL NUMBER OF RENTAL VEHICLES (AVERAGE OF PAST 12 MONTHS)
(Tick which is applicable)

<500 ☐ <1 000 ☐ <5 000 ☐

<10 000 ☐ >10 000 ☐

7.3. OTHER (ASSOCIATED WITH THE LEASING/FLEET MANAGEMENT/RENTAL INDUSTRIES) ☐

Please specify nature of business:

_____

_____

8. I, THE UNDERSIGNED, _____

HEREBY APPLY ON BEHALF OF _____

FOR MEMBERSHIP OF SAVRALA IN THE CATEGORY BELOW – MARK WITH AN **X** WHICHEVER APPLIES:

(1) LEASING/FLEET MANAGEMENT ☐

(2) RENTAL ☐

(3) ASSOCIATE - MANUFACTURER (local) IMPORTER ☐

OTHER ☐

REQUIRED SUPPORTING DOCUMENTS AND COMPLIANCE INFORMATION

Every Applicant for membership of SAVRALA shall submit the documents and information specified below together with its Membership Application, to the extent applicable to the Applicant.

SAVRALA may request additional documents or information where reasonably necessary to verify the Applicant's eligibility for membership, the accuracy of information supplied, its Fleet, its ownership and control, or its compliance with applicable legal and regulatory requirements.

A. CORPORATE AND CIPC DOCUMENTATION

1. Current CIPC company or close corporation registration certificate and/or registration documents.
2. Current CIPC company disclosure or enterprise information reflecting the Applicant's:
   - registered name;
   - registration number;
   - registered address;
   - current status; and
   - directors or members, as applicable.
3. Current Memorandum of Incorporation ("MOI"), founding statement or other constitutional document, where applicable.
4. Confirmation that all CIPC Annual Returns due as at the date of application have been submitted.
5. Confirmation that the Applicant's CIPC Beneficial Ownership Declaration is current and has been duly filed.
6. Copy of, or confirmation of submission of, the Applicant's most recent CIPC Annual Compliance Checklist, where applicable.
7. Details of the Applicant's ultimate holding company, if the Applicant forms part of a group of companies.
8. Group ownership structure or organogram where the Applicant is held through two or more corporate ownership levels.
9. Resolution or other written authority authorising the submission of the Membership Application and identifying the person authorised to act on behalf of the Applicant.

B. TAX COMPLIANCE

1. Applicant's South African income tax reference number.
2. Current SARS Tax Compliance Status ("TCS") PIN enabling SAVRALA to independently verify the Applicant's tax compliance status.
3. VAT registration number and proof of VAT registration, where the Applicant is registered or required to be registered for VAT.
4. PAYE registration number, where applicable.
5. Confirmation that the Applicant's material tax registrations and statutory returns are current, subject to any bona fide objection, appeal, payment arrangement or dispute properly disclosed to SAVRALA.

C. FICA / KNOW-YOUR-MEMBER AND BENEFICIAL OWNERSHIP INFORMATION

For purposes of identification, verification, governance, beneficial-ownership transparency and reasonable due diligence:

1. Certified identification document or valid passport of each director, member or other person exercising effective control over the Applicant, where reasonably required by SAVRALA.
2. Certified identification document or valid passport of the person authorised to sign and submit the Membership Application.
3. Proof of the Applicant's principal place of business or operating address.
4. Full particulars of the Applicant's beneficial owner or beneficial owners, being the natural person or persons who ultimately own or exercise effective control over the Applicant.
5. Where ownership is held through another juristic person, sufficient supporting documentation to establish the ownership chain to the ultimate natural-person beneficial owner or owners.
6. Ownership organogram where the Applicant has a complex, multi-tiered, foreign or group ownership structure.
7. Confirmation of FIC registration, together with the Applicant's FIC registration particulars, **only where the Applicant is required by law to be registered with the Financial Intelligence Centre as an accountable institution**.
8. Such further KYC, beneficial-ownership or verification information as SAVRALA may reasonably require, having regard to the nature and ownership structure of the Applicant.

D. BANKING AND FINANCIAL VERIFICATION

1. Bank confirmation letter or other acceptable proof of the Applicant's South African business banking account.
2. Confirmation that the bank account is held in the registered name of the Applicant or, where not, a satisfactory written explanation of the account structure.
3. Latest audited annual financial statements independently reviewed financial statements or management accounts **only where required under the applicable membership category or reasonably necessary to verify membership eligibility**.

E. FLEET AND OPERATING VERIFICATION

Where Fleet ownership, size or composition is relevant to membership or the applicable membership category:

1. Completed SAVRALA Fleet Declaration stating the total number of vehicles comprising the Applicant's Fleet.
2. Schedule of vehicles forming part of the Fleet, in the format prescribed by SAVRALA.
3. Supporting documentation reasonably sufficient to verify vehicles owned by the Applicant.
4. Supporting documentation reasonably sufficient to verify vehicles leased or financed by the Applicant.
5. Where vehicles are managed or operated but not owned by the Applicant, copies of the relevant management, operating, lease, fleet-management or equivalent agreements establishing the Applicant's lawful right to manage or operate those vehicles.
6. Such registration, licensing, financier, fleet-management or other objectively verifiable records as SAVRALA may reasonably request to verify the declared Fleet.
7. Written confirmation that vehicles included in the Fleet Declaration have not been duplicated or included merely by virtue of an association with another group company or third party, unless they satisfy the definition of "Fleet" contained in the SAVRALA Constitution.

F. EMPLOYMENT AND STATUTORY COMPLIANCE

Where applicable to the Applicant:

1. Valid Compensation Fund Letter of Good Standing under COIDA.
2. UIF registration particulars and, if required by SAVRALA, a current UIF Compliance Certificate or equivalent proof of compliance.
3. Confirmation of registration for PAYE and UIF, where the Applicant employs persons in circumstances requiring such registration.
4. Declaration that the Applicant materially complies with applicable employment and occupational health and safety legislation.

G. OTHER REGULATORY OR GOVERNANCE INFORMATION

Where applicable or required under the Applicant's membership category:

1. Valid B-BBEE certificate, sworn affidavit or other recognised evidence of B-BBEE status, where applicable.
2. Copies of licences, permits, registrations or regulatory approvals materially required for the Applicant to conduct the business upon which its eligibility for SAVRALA membership is based.
3. Details of any material suspension, cancellation or restriction of any licence, registration or authority required for the Applicant's principal business activities.
4. Details of any pending liquidation, business rescue, final deregistration or similar process materially affecting the Applicant's ability to conduct business.
5. Details of any material regulatory finding or sanction which may reasonably affect the Applicant's suitability for membership, subject to SAVRALA's Constitution and applicable law.

H. DECLARATION BY APPLICANT

The Applicant shall certify that:

1. all documents and information provided in support of the application are true, complete and accurate in all material respects;
2. no material information relevant to its eligibility for membership has knowingly been withheld;
3. the Applicant is lawfully conducting the business upon which its application for membership is based;
4. the Applicant shall notify SAVRALA of any material change to the information supplied while the application is under consideration; and
5. if admitted as a member, the Applicant shall maintain the compliance requirements applicable to its membership and provide updated supporting information when reasonably required in accordance with the SAVRALA Constitution.

SAVRALA reserves the right to independently verify any information supplied in accordance with the Constitution, the Membership Application, POPIA and applicable law.

Submission of the documents listed above does not confer an automatic right to membership. Membership remains subject to satisfaction of the applicable eligibility requirements and approval in accordance with the SAVRALA Constitution.

I/We certify that the particulars given above are true and correct to the best of my/our knowledge and belief.

I/We also acknowledge that I/we have a copy of the Association’s Constitution and Code of Conduct, which I/we have read and which I/we fully understand.

I/We hereby agree subject to my/our being accepted as a member/s, to be bound by the Constitution, and Code of Conduct and to any Resolutions and/or amendments that may be brought about constitutionally now and at any future time and which affects me/us.

SIGNATURE: _____

PLACE: _____

NAME (printed): _____

DATE: _____

CAPACITY: _____

PROPOSER: _____

NAME AND ADDRESS OF PROPOSER’S BUSINESS: _____

_____

_____

(THE PROPOSER MUST BE A MEMBER OF SAVRALA)

PROTECTION OF PERSONAL INFORMATION – ACKNOWLEDGEMENT, AUTHORISATION AND VERIFICATION

By signing and/or submitting this application, the Applicant acknowledges and agrees that:

1. SAVRALA may collect, receive, record, organise, store, update, verify, retrieve, use, disclose and otherwise process personal information provided by or on behalf of the Applicant, strictly in accordance with clause 23 of the SAVRALA Constitution, the Protection of Personal Information Act 4 of 2013 ("POPIA") and other applicable law.
2. Such personal information may be processed for the purposes of:

2.1 considering, assessing and determining the Applicant's eligibility for membership of SAVRALA;

2.2 verifying the accuracy, completeness and authenticity of information supplied in support of this application;

2.3 verifying compliance with the membership requirements contained in the SAVRALA Constitution;

2.4 verifying, where relevant to the Applicant's eligibility for membership, the existence, size, composition and other relevant particulars of the Applicant's **Fleet**, as defined in the SAVRALA Constitution;

2.5 conducting such reasonable due diligence and verification as may be necessary for purposes of considering and determining the membership application;

2.6 communicating with the Applicant regarding its application;

2.7 maintaining appropriate records relating to the application and, if successful, the Applicant's membership; and

2.8 complying with SAVRALA's legal, regulatory, constitutional and governance obligations.

3. The Applicant expressly authorises SAVRALA, where reasonably necessary for the above purposes, to verify information supplied in this application against information lawfully available from public records and/or to obtain or confirm relevant information from appropriate third parties.
4. Without limiting the generality of paragraph 3, where the Applicant's Fleet is relevant to the applicable membership category or eligibility requirements, SAVRALA may reasonably verify vehicles owned, leased, financed, managed or operated by the Applicant against such records, documents, systems or other objectively verifiable information as may lawfully be available to SAVRALA.
5. Any verification undertaken by SAVRALA shall be limited to information reasonably necessary to establish compliance with the applicable membership requirements and shall be conducted in accordance with POPIA and applicable law.
6. Personal information may, where reasonably necessary for the consideration, verification and administration of this application, be made available to SAVRALA's authorised office bearers, committees, employees, professional advisers, service providers and operators, subject to appropriate confidentiality and information-security requirements.
7. The Applicant warrants that all information supplied in or in connection with this application, including information relating to its Fleet, is, to the best of its knowledge, true, complete, accurate and not misleading.
8. The Applicant undertakes to provide such supporting documentation or information as SAVRALA may reasonably request for purposes of verifying compliance with the applicable membership requirements and to notify SAVRALA should any material information supplied in support of the application change while the application is under consideration.
9. Where the Applicant provides SAVRALA with personal information relating to any director, officer, employee, representative or other third party, the Applicant warrants that it is lawfully entitled to provide such information and that the relevant person has been appropriately informed of the purposes for which the information may be processed.
10. The provision of information reasonably required to determine the Applicant's eligibility for membership is necessary for SAVRALA to properly consider the application. Failure or refusal to provide information or supporting documentation reasonably required for this purpose may result in SAVRALA being unable to consider, verify or approve the application.
11. SAVRALA shall retain personal information only for so long as is reasonably necessary for the purposes for which it was collected or as may otherwise be required or permitted by applicable law, whereafter it shall be dealt with in accordance with POPIA and SAVRALA's applicable information-retention requirements.
12. Nothing contained in this acknowledgement constitutes a waiver by the Applicant or any data subject of any rights afforded under POPIA.

13. To the extent that any processing contemplated above is based specifically upon consent, such consent may be withdrawn in accordance with POPIA, provided that such withdrawal shall not affect:

13.1 the lawfulness of any processing undertaken prior to withdrawal; or

13.2 any processing which SAVRALA is otherwise lawfully entitled or required to undertake.

By signing this application, the Applicant confirms that it has read and understood this acknowledgement and clause 23 of the SAVRALA Constitution and accepts that the information supplied in support of its application may be processed and verified for the purposes set out above.

APPLICANT: _____

AUTHORISED REPRESENTATIVE: _____

CAPACITY: _____

SIGNATURE: _____

DATE: _____

ANNEXURE 3

MEETINGS OF MEMBERS

	Name of meeting	Minimum number of meetings each year	Who can call the meeting	Notice period	Quorum	Minimum requirements for agenda
A	Annual General Meeting	1 (one) – not later than 6 months after financial year end	President of Savrala	21 business days' notice to include agenda, day, hour and venue of meeting	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 a quorum	1. Election of NEC, LSEC and RSEC. 2. Annual report of President of NEC 3. Annual report of Chairman of LSEC 4. Annual report of Chairman of RSEC 5. Presentation of Annual Financial Statements 6. Any business relating to the affairs of Savrala
B	Special meetings of members	N/A	75% of all paid up members by way of a signed requisition by all 75% of the paid-up members addressed to the NEC	7 business days' notice stating purpose of the meeting including the agenda, day, hour and venue of meeting	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 a quorum	Any business relating to the affairs of Savrala
C	General meetings called by President/Vice President of Savrala	N/A	President or Vice President of Savrala	7 business days' notice stating purpose of the meeting including the agenda, day, hour and venue of meeting	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 a quorum	
D	Sectional meeting	2	President of NEC or Sectional Chairman	7 business days' notice to include agenda, day, hour and venue of Meeting	25% of all paid up members of the rental/leasing section respectively	
E	NEC Meeting	2	President or any member of the NEC	7 business days' notice, to include agenda, day, hour and venue of meeting	75% of members of NEC	

A. Electronic Participation in Meetings

1. Members entitled to attend and vote at any meeting of SAVRALA, including an Annual General Meeting, Special Meeting, General Meeting, Sectional Meeting or meeting of the National Executive Council ("NEC"), may participate in such meeting by means of electronic communication, including video conferencing, teleconferencing or other electronic platforms approved by the NEC.

2. Participation by electronic means shall be permitted provided that the electronic communication facility employed enables all persons participating in the meeting to communicate concurrently with each other without material interruption.

3. A member participating in a meeting by such electronic means shall be deemed to be present at the meeting for purposes of determining a quorum and shall be entitled to vote in the same manner as a member physically present at the meeting.

4. Voting conducted by electronic means shall have the same force and effect as voting conducted in person at a meeting.

5. The NEC may prescribe procedures regulating electronic participation and voting, which procedures shall be recorded in an Annexure to this Constitution, after approval by members.

B. Electronic Participation and Voting

1. **Purpose**

1.1 This Annexure regulates the procedures applicable to the electronic participation and voting of members at meetings of SAVRALA.

1.2 The objective is to facilitate participation by members who are unable to attend meetings in person while ensuring that voting processes remain transparent, secure and consistent with the governance principles applicable to SAVRALA.

2. **Application**

2.1 Electronic participation and voting may be utilised at the following meetings:

2.1.1 Annual General Meetings

2.1.2 Special Meetings of Members

2.1.3 General Meetings called by the President or Vice President

2.1.4 Sectional Meetings

2.1.5 Meetings of the National Executive Council (NEC)

2.2 Electronic participation shall be deemed equivalent to physical attendance for purposes of quorum and voting.

3. **Legal Compliance**

3.1 Electronic participation and voting shall be conducted in accordance with:

3.1.1 the Electronic Communications and Transactions Act 25 of 2002

3.1.2 applicable provisions of the Companies Act 71 of 2008 relating to electronic participation in meetings

3.1.3 the Protection of Personal Information Act 4 of 2013

3.1.4 accepted governance practices applicable to professional and industry associations in South Africa.

4. **Notice of Electronic Participation**

4.1 Where electronic participation is permitted, the notice convening the meeting shall include:

4.1.1 confirmation that members may participate electronically

4.1.2 the electronic platform to be used for the meeting

4.1.3 instructions for electronic access to the meeting

4.1.4 procedures applicable to electronic voting.

4.2 Members wishing to participate electronically may be required to register with the SAVRALA Company Secretary prior to the meeting.

5. **Verification of Members**

5.1 Prior to granting access to electronic participation or voting, the Company Secretary shall verify:

5.1.1 the identity of the member or authorised representative

5.1.2 that the member is a paid-up member entitled to vote

5.1.3 proxy authorisation where applicable.

5.2 Verification may be conducted through:

5.2.1 registered email addresses

5.2.2 secure access credentials

5.2.3 unique electronic access links issued by the Company Secretary.

6. **Quorum**

6.1 Members participating electronically shall be regarded as present at the meeting for purposes of determining a quorum.

6.2 The quorum requirements set out in Annexure 3 of this Constitution shall apply equally to members attending electronically.

7. **Electronic Voting Methods**

7.1 Voting at meetings where electronic participation is permitted may occur through:

7.1.1 Electronic show of hands: Where resolutions are voted on by show of hands, the Chairman may request members to vote using the electronic polling or voting function available on the meeting platform.

7.2 Electronic Ballot

7.2.1 Where a ballot is demanded in terms of the Constitution, voting may take place through a secure electronic ballot system. The Chairman of the meeting shall determine the manner in which such ballot is conducted.

8. **Proxy Voting**

8.1 Where proxy voting is permitted under the Constitution:

8.1.1 proxy forms may be submitted electronically to the Company Secretary

8.1.2 such proxy forms must be submitted within the time period prescribed in the notice of the meeting

8.1.3 the proxy holder may vote electronically on behalf of the member.

8.2 Proxy voting shall not apply to meetings of the National Executive Council.

9. **Voting Thresholds**

9.1 The voting thresholds set out in Annexure 4 of this Constitution shall apply equally to electronic voting.

9.2 Unless otherwise provided, resolutions shall be adopted by a simple majority of votes cast.

9.3 In the event of an equality of votes, the Chairman of the meeting shall have a casting vote.

10. **Recording of Votes**

10.1 The Company Secretary shall ensure that:

10.1.1 all votes cast electronically are recorded and stored

10.1.2 the results of the vote are announced by the Chairman at the meeting

10.1.3 records of electronic votes are retained for administrative and governance purposes.

11. **Confidentiality and Security**

11.1 Electronic voting systems used by SAVRALA shall provide reasonable safeguards to ensure:

11.1.1 the integrity of the voting process

11.1.2 the prevention of duplicate voting

11.1.3 the confidentiality of votes where ballots are secret.

12. **Technical Disruptions**

12.1 Where a technical disruption occurs during an electronic vote, the Chairman may:

12.1.1 suspend the voting process temporarily;

12.1.2 extend the voting period; or

12.1.3 determine an alternative method of voting.

13. **Determination by the NEC**

13.1 The National Executive Council may from time to time determine:

13.1.1 the electronic platforms used for meetings;

13.1.2 the electronic voting systems utilised; and

13.1.3 additional administrative procedures required to facilitate electronic participation.

C. NEC Election Process

1. **Determine voting categories:** Before the election, SAVRALA shall identify the members falling within the 50% largest rental and fleet members for purposes of electing the two representatives contemplated in clause 7.3.4, with all remaining members forming the second voting category.
2. **Call for nominations:** Nominations for all elected NEC positions shall be submitted in writing to the Company Secretary or nominated person at least seven (7) days before the AGM or designated electronic voting date.
3. **Acceptance of nominations:** Each nominee must accept the nomination in writing. A nominee who is not present at the meeting may nevertheless be elected, subject to the requirements of clause 7.6.
4. **Sectional representatives:** The respective LSEC and RSEC members shall elect their Chairman and Vice Chairman, who shall automatically serve on the NEC.
5. **President and Vice President:** The members entitled to vote shall elect the President and Vice President.
6. **Additional NEC representatives:** Four additional representatives shall be elected, of whom:
   - o two (2) shall be elected by the 50% largest SAVRALA rental and fleet members; and
   - o two (2) shall be elected by the remaining SAVRALA members.
7. **Final composition:** The outgoing President shall serve on the NEC in accordance with clause 7.3.3. The final NEC shall comprise no more than eleven (11) members, No SAVRALA member may have more than one representative on the NEC (subject to clause 7.3.5) , and the composition requirements in clause 7.3.6 shall be taken into account.

The election may take place at the AGM, a duly convened special meeting, or through an approved voting process in accordance with clause 7.5, subject in each instance to the applicable notice and quorum requirements.

ANNEXURE 4

VOTING

	A ANNUAL GENERAL MEETING	B SPECIAL MEETINGS OF MEMBERS	C General Meetings called by President/Vice President	D Sectional meeting	E NEC Meeting
Chairman	President of NEC, or failing him the next senior member of the NEC in attendance at the meeting	President of NEC, or failing him the next senior member of the NEC in attendance at the meeting	President of NEC, or failing him the next senior member of the NEC in attendance at the meeting	Chairman of Sectional Executive Council, or failing him the next senior member of the Sectional Executive Council in attendance at the meeting	President of NEC, or failing him the next senior member of the NEC in attendance at the meeting
Resolutions are voted on by:	• by show of hands, unless a ballot is demanded; • if ballot demanded, then it shall be taken in such manner as the Chairman of the meeting deems fit	• by show of hands, unless a ballot is demanded; • if ballot demanded, then it shall be taken in such manner as the Chairman of the meeting deems fit	• by show of hands, unless a ballot is demanded; • if ballot demanded, then it shall be taken in such manner as the Chairman of the meeting deems fit	• by show of hands, unless a ballot is demanded; • if ballot demanded, then it shall be taken in such manner as the Chairman of the meeting deems fit	• by show of hands, unless a ballot is demanded; • if ballot demanded, then it shall be taken in such manner as the Chairman of the meeting deems fit
Number of votes	Each qualified member present at meeting is entitled to one vote at any meeting	Each qualified member present at meeting is entitled to one vote at any meeting	Each qualified member present at meeting is entitled to one vote at any meeting	Each qualified member present at meeting is entitled to one vote	Each council member present at meeting is entitled to one vote in respect of their appointed position
Voting by Proxy	permitted	Permitted	Permitted	Permitted	not permitted
How does a resolution get passed?	By way of simple majority	By way of simple majority	By way of simple majority	By way of simple majority	By way of simple majority
What happens in the event there is a equality of votes?	The Chairman of the meeting has a casting vote	The Chairman of the meeting has a casting vote	The Chairman of the meeting has a casting vote	The Chairman of the meeting has a casting vote	The Chairman of the meeting has a casting vote

	A ANNUAL GENERAL MEETING	B SPECIAL MEETINGS OF MEMBERS	C General Meetings called by President/Vice President	D Sectional meeting	E NEC Meeting
Who may attend meetings?	Any paid-up member or associate member	Any paid-up member or associate member	Any paid up member or associate member	Any paid-up member or associate member	Any member of the NEC
Who may vote at meetings?	Any paid-up member and associate members only if invited to do so by the Chairman.	Any paid-up member and associate member only if invited to do so by the Chairman	Any paid-up member and associate members only if invited to do so by the Chairman.	Any paid-up member and associate members only if invited to do so by the Chairman	Any member of the NEC
When can a meeting be adjourned, notwithstanding the fact that there is a quorum?	By the Chairman of the meeting, only with the majority consent of any meeting where there is a quorum	By the Chairman of the meeting, only with the majority consent of any meeting where there is a quorum	By the Chairman of the meeting, only with the majority consent of any meeting where there is a quorum	By the Chairman of the meeting, only with the majority consent of any meeting where there is a quorum	By the Chairman of the meeting, only with the majority consent of any meeting where there is a quorum
Notice of cancellation or postponement	To be given in writing by the Company Secretary of Savrala or any member of the NEC, alternatively may be conveyed verbally to all members entitled to attend, and in both instances not less than 48 hours before such meeting	To be given in writing by the Company Secretary of Savrala or any member of the NEC, alternatively may be conveyed verbally to all members entitled to attend, and in both instances not less than 48 hours before such meeting	To be given in writing by the Company Secretary of Savrala or any member of the NEC, alternatively may be conveyed verbally to all members entitled to attend, in both instances not less than 48 hours before such meeting	To be given in writing by the Company Secretary of Savrala or any member of the NEC, alternatively may be conveyed verbally to all members entitled to attend, and in both instances not less than 48 hours before such meeting	To be given in writing by the Company Secretary of Savrala or any member of the NEC, alternatively maybe conveyed verbally to all members entitled to attend in both instances, not less than 48 hours before such meeting