

Grassland Stewardship Alliance

CONSTITUTION

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BACKGROUND

The area of the Crocodile River Reserve is identified in the National Protected Area Expansion Strategy (2008) as a target area and spatial priority. The primary role of the protected area network is ecological sustainability and resilience to climate change.

The Crocodile River Reserve adjoins the Cradle of Humankind World Heritage Site, listed by UNESCO as a World Heritage Site for its cultural *and* natural heritage value.

The Crocodile River Reserve is included in the UNESCO designated Magaliesberg Biosphere Reserve, and as such has international significance.

The landscape is rich in biodiversity, reflecting functional and diverse natural habitat and species. The area is significant at local, provincial, national and international scale for biodiversity, cultural, historic and heritage value. The landscape is also one of scenic beauty and open space in the rapidly developing conurbation of Pretoria (City of Tshwane).

In December 2011 the first national list of threatened ecosystems was published in gazette G34809, GoN 1002, 9 December 2009 and two of these ecosystems occur in the region. The area comprises:

- a unique remaining area of grassland endemic to Gauteng, in an endangered ecosystem. It is one of the most species-rich grasslands in the world, effectively a 'Living Grassland Museum',
- parts of the Cradle of Humankind, representing a unique cultural and biophysical environment,
- a critically threatened ecosystem to the north including a forest of mountain aloes and un-spoilt mountain terrain.

These combined areas are subject to current and future threats of exploitation and degradation as a result of commercial pressure and/or poor or absent conservation and preservation, and represent valuable resources. It merits increased protection in the public interest, for present and future generations, and comprises: Biodiversity resources; Cultural Heritage resources; Water resources; Historic resources and Landscape resources; and provides natural ecosystem services.

On 2 October 2019, the Crocodile River Reserve was proclaimed as a Protected Area and in January 2020 it was registered in the National Register of Protected Areas.

The Grassland Stewardship Alliance (NGO Registered with the Department of Social Development with the No 095-125) was appointed as the Management Authority of the Crocodile River Reserve according to NEM:PAA (National Environment Management: Protected Areas Act, 2003) Art. 38 and following.

The Crocodile River Reserve is initially formed by 3 Clusters: CRR Central Cluster Nature Reserve, CRR Doornrandje Cluster Nature Reserve, and CRR Protected Environment Cluster.

PREAMBLE

Having established the conservation value of the region; the threatened status of the ecosystems in the region; and the opportunity to add to the protected areas of South Africa, the landowners established the Crocodile River Reserve as a protected area (Nature Reserve and Protected Environment according to the clauses 23 and 28 of the NEM:PAA).

The Landowners have entered into an agreement (Declaration Agreement) with the Gauteng Department of Agriculture and Rural Development (GDARD) and the Grassland Stewardship Alliance (GSA), in terms of them incorporating their land into the Crocodile River Reserve solely for conservation of the environment and protection of the bio-diverse elements.

The Landowners wish to provide for the sustainable management of the Reserve, the optimization of economic potential and participation in the green economy.

The Grassland Stewardship Alliance (NPO reg.095-125) has been appointed by the MEC of GDARD, and accepted by the landowners, as the Management Authority of the proclaimed Crocodile River Reserve according to the National Environment Management: Protected Areas Act, 2003 (NEM:PAA).

The GSA has accepted the appointment and confirmed that its strategies and operations will adhere to NEM:PAA, its Norms & Standards and Regulations and all the environmental laws and by-laws related to the CRR and the GSA.

The strategic Protected Areas Management Plan (PAMP) as per NEM:PAA Art. 41 will be developed and presented to the GDARD MEC for approval and support. Its object is to ensure the protection, conservation and management of the CRR in a manner consistent with the purposes of NEM:PAA and for the purposes the CRR was declared.

This constitution therefore aims to:

- Identify the framework of rights and responsibilities of the landowners, members of the GSA and whose properties form the CRR, and all those involved with the Crocodile River Reserve and the Grassland Stewardship Alliance;
- Provide a framework within which to implement the aims and objectives of the Grassland Stewardship Alliance; and
- Provide a basis for good governance and development of policies, procedures and internal rules.

1. DEFINITIONS

Alliance	The Grassland Stewardship Alliance (GSA), the Not-for-Profit organization established by the Landowners and registered with the Department of Social Development (095-125 NPO).
Board of Directors (BoD)	The section of the GSA Governing Body, which is composed by the office bearers (elected at the AGM), the head of the CRREM Group and non-executive Directors co-opted for the benefit of the Alliance and the Crocodile River Reserve.
Conservation Area	That portion of the Members' land which forms part of and is designated for use as part of the Crocodile River Reserve (CRR) for the various types of fauna, flora, heritage and bio-diversity elements in accordance with the Protected Areas Management Plan (PAMP) and the GSA Business Plan, both in respect of which the Alliance has obligations to meet the objectives in terms of its Constitution, the NEM:PAA and its Regulations and Norms & Standards, the GSA–GDARD Management Agreement, and related environmental laws of South Africa and Municipal by-laws.
Constitution	This document constituting the Grassland Stewardship Alliance together with any annexures and amendments.
Crocodile River Reserve (CRR)	<p>The area of privately owned as well as state owned land proclaimed on 2 October 2019 as Protected Areas under the National Environmental Management: Protected Areas Act (NEM:PAA) and managed by the GSA as the appointed Management Authority.</p> <p>At its proclamation, the CRR is structured into 2 Nature Reserve Clusters and 1 Protected Environment Cluster. The vision shared between the GDARD and the GSA is to progressively expand the Clusters and over time combine them into a single wide protected area.</p>
CRR Buffer Zone	<p>Those land portions not forming part of the initial core of the CRR but having been identified as being Critical Biodiversity Area (CBA) and Ecological Support Area (ESA) (as per the Gauteng Conservation Plan v3.3) bordering onto the initial core; identified as a special control zone for conservation in the Gauteng Environmental Management Framework (EMF 2015); identified as only suitable for conservation and eco-tourism activities in the City of Thswane Spatial Development Framework (SDF).</p> <p>Certain activities in Listing Notice 3 of the National Environment Management Act (NEMA) will have an effect for land portions directly and indirectly adjacent to the CRR, which then might require either a Basic Assessment or an Environmental Impact Assessment (EIA).</p>
Environmental Management Group (EM Group)	The section of the GSA Governing Body, which will act as the “conservation management Governing Body” of the CRR. They will be responsible to develop and implement the Protected Areas Management Plan (PAMP).
CRR Nature Reserve Cluster	The entirety of properties that share the status of nature reserve and are adjoining other nature reserve properties at least by a physical point of the boundaries.
CRR Protected Environment Cluster	The entirety of properties that share the status of Protected Environment. The status has been attributed to properties that for the time being are isolated from the properties with the nature reserve status. Over time, by expanding the CRR area, these properties will be incorporated into the CRR Nature Reserve Clusters subject to the adjoining condition is met and the biodiversity elements properly conserved and positively assessed by the GDARD.
Expression of Interest	The agreement between a landowner wishing to join the Crocodile River Reserve and the GSA Governing Body stating that the property is temporarily accepted in the protected area subject to the GDARD assessment of its biodiversity merits. The

	landowner by signing the agreement agrees to abide by this Constitution and internal rules.
GSA Governing Body	The set of office bearers and landowners' groups elected by Landowners and tasked to ensure the objectives of the Protected Areas Management Plan and the yearly operational plans and budget are met. The Governing Body is responsible for managing the membership of the GSA and exercising the authority vested upon the GSA by the GDARD according to the NEM:PA Act.
GSA Board of Directors	The section of the GSA Governing Body, which comprises the Office Bearers appointed by the GSA Members and non-executive Directors appointed for the value that can be contributed to the management of the CRR. The Board will be responsible of the sustainability and expansion of the CRR as well as interfacing Government and other Organisations for the benefits of the GSA and the CRR.
Grassland Stewardship Alliance (GSA)	The registered entity (095-125 NPO) which is the appointed Management Authority of the Crocodile River Reserve. It is also referred to as the "Alliance" in this Constitution
Landowners	The persons owning the land which constitutes the Crocodile River Reserve
Management Agreement	The agreement signed between the GDARD and the GSA indicating the appointment of the GSA as the Management Authority for the Crocodile River Reserve and the related rules and obligations. It also fixes the conditions for expanding the CRR and the yearly assessment of the GSA as the Management Authority.
Members	When referring to "Members" without qualification as to class of membership, the constitution refers to landowners.
Member's land	That land owned by a Member and which forms part of the Crocodile River Reserve.
Management Unit	A group of land portions with similar environmental conditions, all accessible from a single point. The number of portions in a single Management Unit should not exceed 20 member portions or 1000 hectares, whichever is the greater. A Management Unit is considered "active" when there are five or more members within the defined area. Currently, 8 Units are active. Each Unit is managed by Unit Managers appointed by the landowners in the Unit.
Management Authority	The organ of state or other institution or person in which the authority to manage the protected area according to NEM:PAA is vested. In this instance the GSA and its Governing Body.
PAMP	The Protected Areas Management Plan (PAMP) is the document, required by NEM:PAA (clause 41), to ensure the protection, conservation and management of the protected area concerned (CRR) in a manner which is consistent with objectives of the NEM:PAA and for the purposes it was declared. The PAMP covers 5 years of management; is approved by the MEC and subsequently reviewed every year. The PAMP must also include plans for socio-economic development of neighbouring communities.
Public Notice	A rule approved by the GSA as the CRR Management Authority. The Notice should be displayed visibly to all, landowners and visitors. The Public Notice must be observed by all.
Stewardship	In the context of the CRR, Biodiversity Stewardship is an approach to securing land in priority biodiversity areas by entering into agreements with private and public landowners, led by the conservation authorities. In Gauteng the conservation authority is the Department of Agriculture and Rural Development.
Traversing Rights	The limited personal right granted to a Member, the Governing Body, or any other person and their visitors and guests, by another Member (the "grantor") to access the grantor's property for purposes of walking, cycling, birding, guided tours (themed or

	otherwise), horse riding, and any other, <i>approved by the Management Authority</i> , educational and tourism activities as indicated by the grantor, subject to any existing servitudes, right of way, right of passage, right of use, usufruct, habitation or other right in land.
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2. INTERPRETATION

- 2.1. Unless the context otherwise requires.
 - 2.1.1. References to a party includes its successors-in-title, heirs and transferees of its rights and obligations.
- 2.2. References to clauses and annexures are to clauses and annexures to this constitution and headings are included for convenience only and not to affect the interpretation of this constitution.
- 2.3. Words denoting the singular number also include the plural and vice versa, and words denoting any gender include all genders.
- 2.4. When any number of days or other period is prescribed, that number excludes the first and includes the last day unless that last day falls on a Saturday, Sunday or public holiday.

3. NAME

- 3.1. The name of the Management Authority according to NEM:PAA of the Crocodile River Reserve and its Clusters as declared as Protected Areas now and in the future is the “Grassland Stewardship Alliance” shortened as GSA.
- 3.2. The name of the management body of the Grassland Stewardship Alliance is the “GSA Governing Body”.

4. INCORPORATION

- 4.1. The Alliance is a Not-for-Profit Organisation established for the conservation and protection of natural and heritage resources in the region.
- 4.2. The Alliance focuses on the conservation and protection of natural and heritage resources in the CRR.
- 4.3. The Alliance has its own legal identity which is separate from its individual members. The Alliance continues to exist as long as the CRR legally maintains its Protected Status.

5. OBJECTS

The Alliance’s main objects include:

- 5.1. To conserve and protect the biodiversity, natural resources, functional ecosystems and heritage value of the Crocodile River Reserve;
- 5.2. To represent its Members in dealings with Government and organs of state, its neighbours and the private sector and to do all such things as may be in the interests of the Crocodile River Reserve;
- 5.3. To promote, support or monitor compliance with any applicable legislation;
- 5.4. To manage the protection and conservation of the biodiversity of the CRR in accordance with the National Environment Management Act: Protected Areas Act (No 57 of 2003) (NEM:PAA), the Biodiversity Act, the NEMA and any other applicable National, Provincial and Municipal legislation, and to expand the CRR area so conserved;
- 5.5. To promote and protect the brand of the Crocodile River Reserve for the benefit of the GSA and its Members;
- 5.6. To cooperate with Community Policing Forums and Sector Policing, and within the context of the Alliance promote private property rights and ownership;

- 5.7. To be responsible for the day-to-day control and management of the Crocodile River Reserve and the coordination of any activities aligned with this constitution;
- 5.8. To develop and implement a financial plan for the initiative, to explore alternative sources of funding including but not limited to levy, grants, donations, payment for ecosystem services, carbon sequestration, and securing “in kind” support;
- 5.9. To develop a culture and practice of Biodiversity Stewardship for the area, being “the wise use, management and protection of land by landowners to ensure that natural systems are maintained and enhanced for present and future generations”;
- 5.10. To promote the long-term sustainability of the initiative by also establishing initiatives aimed at developing sustainable employment for local communities;
- 5.11. To promote socio-economic developments compatible with conservation and biodiversity protection in this area that the City of Tshwane has identified for low impact eco-tourism and recreation;
- 5.12. To manage the Crocodile River Reserve with minimum interference in the activities of members on their own properties, and maximization of the ecological unit that is the Crocodile River Reserve.

6. LEGISLATION

The focus of the Alliance’s activities will be guided by:

- 6.1. National Environment Management Act: Protected Areas Act (No 57 of 2003) (NEM:PAA);
- 6.2. The Stewardship Programme/s of Gauteng;
- 6.3. Further applicable legislation identified in the Protected Areas Management Plan (PAMP).

7. NON-PROFIT DISTRIBUTING CHARACTER

- 7.1. The income and property of the Alliance will be used solely for the promotion of its stated objectives. The members and the office-bearers have no rights to the property or other assets of the Alliance solely by virtue of them being members or office-bearers. No portion of the income or property of the Alliance may be paid or distributed directly or indirectly to any person or to any member of the Alliance or Governing Body, except as:
 - 7.1.1. reasonable compensation for services actually rendered to the Alliance;
 - 7.1.2. reimbursement of actual costs or expenses reasonably incurred on behalf of the Alliance.
- 7.2. Should the Alliance cease to exist, after all debts and commitments have been paid, any remaining assets may not be paid to or distributed amongst members. Remaining assets of the Alliance must be transferred by donation to -
 - 7.2.1. some other non-profit organisation which the Governing Body (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the Alliance; and should the Alliance become an approved public benefit organization to a similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act; or
 - 7.2.2. any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA), which has as its sole or principal object the carrying on of any public benefit activity.
- 7.3. The Alliance intends to apply to the Commissioner for the South African Revenue Service for exemption from appropriate taxes and duties. In compliance with the provisions of the Income Tax Act, the provisions set out in the attached Schedule C “REQUIREMENTS OF THE

COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE FOR EXEMPTION FROM TAXES AND DUTIES" shall bind the Alliance and qualify this Constitution.

8. POWERS

The Alliance, acting through its Governing Body, or at General Meeting, has all the powers necessary for it to carry out its stated objectives effectively. Such powers include, but are not limited to, the General Investment and Administrative Powers set out in the attached Schedule B.

In particular, and without limiting the generality of the power of the Alliance, the Alliance may:

- 8.1. Admit persons to become members of the Alliance;
- 8.2. Open and operate accounts with reputable financial institutions registered with the Financial Services Board;
- 8.3. Enter into any agreements which have been ratified or previously approved by the members which agreements will further the interests of the Alliance or the members;
- 8.4. Employ, dismiss and remunerate the Alliance's employees, professional assistants and experts, research workers, advisers, agents and other persons, and establish and contribute to pension, gratuity, medical and/or other funds for the benefit of employees;
- 8.5. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
 - 8.5.1. To purchase or acquire property and assets;
 - 8.5.2. To maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Alliance;
 - 8.5.3. To donate and transfer the property and assets of the Alliance to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Alliance in accordance with clause 7.2.1.
- 8.6. Monitor the performance and delivery against contracts or obligations of any person primarily engaged in activities which further the objectives of the Alliance;
- 8.7. Exercise all the management and executive powers that are normally vested in the Board of Directors of a Company;
- 8.8. Exercise all the powers and authority of the Alliance not only in the Republic of South Africa but in any other part of the world;
- 8.9. Collect and disseminate information about the protection, conservation and sustainable use of natural assets and about the related policies and practices;
- 8.10. Accept donations made to the Alliance and may retain them in the form in which they are received, or sell them and re-invest the proceeds;
- 8.11. Make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Alliance is with a reputable Financial Institution registered with the Financial Services Board;
- 8.12. Institute, defend, conduct, oppose, compound or abandon any legal or quasi-legal proceedings by and against the Alliance or its officers or otherwise concerning the affairs and objects of the Alliance;
- 8.13. Raise money for the GSA and the CRR by various means, such as but not limited to charging subscription fees and levies, entry fees to the Reserve, infrastructure and maintenance fees, concession fees, funding from other sources, including loans, grants, donations or subsidies;

- 8.14. Borrow and use the assets of the Alliance as security for borrowing, as approved in the Budget tabled by the majority members present, including proxies, in a quorum, at the AGM or Special General Meeting called in accordance with the rules thereon;
- 8.15. Invite the patronage of any person to such honorary position it may consider advisable;
- 8.16. Control in accordance with the Protected Areas Management Plan, and other adopted plans such as the Game Management Plan, the hunting, culling and/or shooting of wildlife (including all wild animals, game and birds) in the Crocodile River Reserve, aligning with the Gauteng Conservation Ordinance;
- 8.17. Purchase, sell or exchange goods of any kind, movable and immovable, corporal or incorporeal, shares, stocks, debentures and securities on such terms and condition as the Governing Body may decide;
- 8.18. Grant loans or advance money to any other person or trust, corporation or company, Association or Institution with or without interest against or free of security, or on such terms and conditions as the Governing Body may in their discretion determine;
- 8.19. Sell, let, concession, improve, alter and maintain any fixed property forming part of the Alliance and if need be, to demolish fixed improvements and to provide accommodation for its employees;
- 8.20. Collect rent, concession fees and cancel leases and concessions and to evict a lessee or concessionaire from property belonging to, leased or rented by the Alliance;
- 8.21. Make use of the services of professional advisors and tradesmen for the affairs of the Alliance and to pay for such services;
- 8.22. Purchase or otherwise acquire any equipment that may be necessary for the promotion of the objects of the Alliance;
- 8.23. Procure appropriate insurance cover for and on behalf of the Alliance; and
- 8.24. The powers and principles contained herein will be applied consistently insofar possible, without undue favour to any member or section of members. Each matter will be considered on merit and differential treatment will be on good grounds.

9. MEMBERS

- 9.1. The membership comprises those persons whose properties are listed in the Gazette no 302 (Schedule A) published on 2 October 2019 in the notice concerning the Declaration of the Crocodile River Reserve.
 - 9.1.1. Where a portion of land is owned by more than one person, company, trust or close corporation for the purposes of this Constitution membership rights and obligations are vested with the single person formally identified in the property title or resolved as the sole representative of multiple ownership, company, trust or close corporation.
 - 9.1.2. As the CRR expands by incorporating properties legally declared as Protected Areas according to NEM:PAA, membership of the GSA will automatically expand.
- 9.2. Honorary Members
 - 9.2.1. The Alliance may at an annual general meeting invite an individual or a representative who is not eligible for membership, to be an honorary member.
 - 9.2.2. Honorary members are elected for a fixed number of years and have limited rights, determined by the Alliance when granting membership.
 - 9.2.3. All references to "Members" in this Constitution exclude honorary members.
- 9.3. Friends of the Crocodile River Reserve

- 9.3.1. Any person, juridical or not, is eligible for becoming a “Friend of the Crocodile River Reserve” subject to approval by the Governing Body.
- 9.3.2. All references to members in this Constitution exclude “friends”
- 9.3.3. “Friends” have an important role to play in the conservation of the CRR biodiversity either by providing voluntary services or supporting the conservation initiatives.

9.4. Addresses of Members

- 9.4.1. Members are required to provide the Governing Body at all times with current contact details, including (as available), cellphone number; email address; and an address where notices may be served.
- 9.4.2. All notices, minutes and other documents are to be delivered to a Member preferably by email. If posted to such address, mailing will be considered received not later than 7(seven) days after posting.

9.5. New Members

- 9.5.1. Requests for membership must be made in writing to the Governing Body by using an appropriate form that highlights motivation for the properties to be included in the Crocodile River Reserve.
- 9.5.2. New members or Applicants must provide such information regarding their suitability for membership as the Governing Body may require.
- 9.5.3. The Governing Body may refer an application for membership to the GDARD Biodiversity Office for assessment of biodiversity merits of the applicant’s properties.
- 9.5.4. Where any person acquires any *undivided* share in a property within the Crocodile River Reserve, the person is treated by the Alliance in the same way as if they had purchased land in the Crocodile River Reserve and had applied for and had been granted membership of the Alliance.

9.6. Representation of Members

- 9.6.1. In the event that a Member is not a natural person or the Member is more than 1 (one) person, such Member must nominate a representative in writing who will represent the Member in all matters concerning the Alliance.

9.7. General

Members observe and are bound by all the provisions of this Constitution, standing rules, Laws and Regulations pertaining to Protected Areas, the Protected Areas Management Plan, all other plans adopted, and all resolutions and decisions of the Alliance and the Governing Body.

9.8. Termination of Membership

- 9.8.1. In the event that a landowner sells a property that has been declared as a Protected Area in the CRR according to NEM:PAA, his/her/its membership terminates and it is automatically transferred to the new owner who, fully informed of all provisions of this Constitution and the membership of the seller, assumes all rights and responsibilities vested with the membership.
- 9.8.2. If any landowner submits an application to the GSA Governing Body to de-proclaim his/her/its land portion from any nature reserve cluster or from the protected environment, which makes up the area of the CRR, for whatever reason, the GDARD and the MEC reserve the right to review the protected area status of that specific cluster and / or all the nature reserve clusters and / or of the protected environment.
- 9.8.3. If it is the MEC’s decision to de-proclaim any cluster or any part of any cluster or part thereof, on recommendation from the GDARD, all costs associated with such a process will be for the account of the withdrawing landowner.
- 9.8.4. If it is the MEC’s decision to de-proclaim only the property of the withdrawing landowner, all costs associated with the processes of de-proclaiming the property and proclaiming again the clusters in the new configuration will be for the account of the withdrawing landowner.

9.8.5. All costs and damages caused to the GSA and any of its members by the de-proclaiming of the property, part of cluster or clusters will be for the account of the withdrawing landowner.

9.9. Consequences of termination

9.9.1. A Member whose membership is terminated under 9.8 will have no claim of any nature whatsoever against the Alliance and is liable for all amounts due to the Alliance by such Member.

9.9.2. The termination of membership does not negate the obligation to pay pro-rata fees or any outstanding debt to the Alliance.

10. PROXIES

10.1. A Member may be represented at a general meeting by a proxy, who needs to be a Member.

10.2. The instrument appointing a proxy or a certified copy must be provided to the office of the Alliance at any time before the start of the meeting.

10.3. No Member, or proxy, may represent more than 10% of the total of all the members, at any meeting of the Alliance. The Secretary will determine the number of votes, including proxies, and calculate the number of votes which equate to 10% of the total.

11. NOTICE OF MEETINGS

11.1. The annual general meeting or a general meeting requires 21 (twenty-one) days' written, telephonic or electronic notice to the Members.

11.2. The notice must specify the place, the day and the time of the meeting and, in the case of special business, the nature of that business.

11.3. A general meeting of the Alliance that is called with shorter notice may be regarded as procedurally correct if all members agree.

11.4. General meetings of the Alliance take place as determined by the Governing Body from time to time.

11.5. The Governing Body may decide to hold general meetings using electronic conferencing technology.

12. GOVERNANCE AND ADMINISTRATION

12.1. Without in any way limiting the rights and powers of the Members it is intended that the day-to-day administration and management of the Alliance will rest with the Governing Body.

12.2. The Alliance must have a Chairperson, Vice-chairperson, Treasurer and Secretary of the Alliance elected by Members at an annual general meeting for a 3-year term.

12.3. The organization, structure and modus operandi of the Governing Body is defined in Art 12 and 13 of this Constitution.

12.4. The chairperson presides at all meetings of the Alliance and performs such duties as by usage and custom pertain to chairmanship. The vice-chairperson exercises the powers and performs the duties of the chairperson in the absence of the latter or when called upon to do so by the chairperson. The treasurer manages the finances of the GSA, interfaces the accounting office and maintains effective financial controls. The secretary ensures efficient administration of the GSA, particularly with regard to compliance with statutory and regulatory requirements and for ensuring that decisions are implemented.

- 12.5. If neither the chairperson nor vice-chairperson is present at a meeting of the Alliance, the Members present at such meeting may elect any one of them to be the chairperson of that particular meeting.
- 12.6. Where operational considerations require, decisions will be carried by majority vote.
- 12.7. The financial year of the Alliance is 1 March to the end of February of the next year.
- 12.8. Not later than the end of September of each year and as soon as practicable after the annual accounts of the Alliance have been completed, and in accordance with the requirements of law, the accounts and financial statements of the Alliance must be approved and the annual report of the Governing Body considered. These documents may be provided electronically to the members for comment and questions for a period of 30 (thirty) days. Alternately, the reports may be presented at a general meeting.
- 12.9. A general meeting of the Alliance may be held each year, to review the activities of the Alliance, to plan forthcoming activities and to consider any other matters that may be raised by Members which may be relevant to the Alliance or for the purpose and objects of the Alliance, as well as any other matter that the Members may resolve to discuss.
- 12.10. General meetings may also be held at other times and intervals whenever the Members in general meeting decide; and may also be convened whenever the chairperson of the Governing Body decides, or if a requisition is signed by no less than one-third of the Members.
- 12.11. Meetings are to be convened by the secretary of the Alliance or by the Governing Body in accordance with this Constitution. Without affecting any of the other provisions of this Constitution, a meeting of the Alliance is not considered to have been duly convened unless notice is given 7 (seven) or more days before the meeting (by telephone or electronic messaging) to all of the Members. The Members at the general meeting are only authorized to decide and act on matters or questions which have been notified to Members, unless all members agree differently.
- 12.12. The quorum for all general meetings of the Alliance is 25% (twenty five percent) of all the Members, and members may be present in person or represented by proxy.
- 12.13. If a quorum of Members is not present at the time appointed for any general meeting of Members, which was duly called and convened in accordance with this Constitution, the meeting is to be cancelled if the meeting was called on a requisition of Members, and a note to such effect shall be entered in the Alliance minute book. In any other event the meeting must be postponed for not less than 14 (fourteen) days, and the Members notified about the date and details of the meeting. If a quorum of Members is still not present at the postponed meeting, then those Members present are considered to form a quorum.
- 12.14. Resolutions and decisions of the Members (with the exception of Important Resolutions as defined below) are to be taken and passed and acted on only when:
 - 12.14.1. a majority of the total votes of all Members present in person or represented by proxy have been cast in favour thereof at a duly convened and constituted general meeting;
 - or
 - 12.14.2. so authorized and approved by a round robin resolution passed electronically by the majority of all Members and from verified email addresses.
- 12.15. The following matters are of special interest and concern to Members. On these matters, changes require a two-thirds vote by Members present at a properly convened general meeting, called an "Important Resolution":
 - 12.15.1. decisions involving the levying of money, including the authorisation and allocation of funds for expenditure in the discretion of and by the Governing Body, and changes in membership subscriptions and levies;

- 12.15.2. requests and representations to government or any governmental authority which affect the members;
 - 12.15.3. amendments and alterations to the Constitution;
 - 12.15.4. the imposition of any special amount for contributing to the cost of common initiatives;
 - 12.15.5. the entering into of any suretyship or guarantee by the Alliance or any contract having the same effect as a surety or guarantee;
 - 12.15.6. any change in or to the voting mechanism;
 - 12.15.7. decisions involving the use and expenditure of any monies, other than as part of an approved budget and/or the budget requirements for implementing the Protected Areas Management Plan;
 - 12.15.8. other matters determined by simple majority resolution of the Members in general meeting to require decision by Important Resolution.
- 12.16. The Members agree that voting by Members is on the basis of the number of properties contributed to the Crocodile River Reserve.
- 12.16.1. It is a fundamental principle that each Member has 1 (one) vote per property proclaimed as a Protected Area in the CRR.
- 12.17. The secretary of the Alliance is responsible for keeping a register of Members together with details of the Members' land holding, together with the Member's address.

13. GOVERNING BODY

Without in any way limiting the rights and powers of the Members it is intended that the day-to-day administration and management of the Alliance will rest with the GSA Governing Body.

The GSA Governing Body also assumes the management role and functions resulting from the appointment of the GSA as the Management Authority of the CRR, in line with the application of NEM:PAA and its norms & standards, and regulations.

It is assumed that administering and managing the Alliance is not in conflict with the effective functioning of the GSA Governing Body as the CRR Management Authority.

13.1. MANAGEMENT STRUCTURE

The GSA Governing Body is structured to maximise its effectiveness in developing and implementing plans to achieve its strategic and operational objectives and its long-term sustainability.

The GSA Governing Body operates with the consensus of the GSA Members, expressed at the Annual General Meeting (AGM), and the acknowledgment of the GDARD, expressed by approving the 5-year Protected Areas Management Plan (PAMP) and its yearly implementation, developed by the Members of the GSA.

The GSA Governing Body organises itself into two focused groups: one, the so-called Board of Directors (BoD), focused on sustainability of the CRR, which is also a strong requirement of NEMPAA; the second group, of equal and even greater importance because of the primary responsibility and goal of the GSA, the so called CRR Environmental Management (CRREM), focused on protection and conservation of our natural biodiversity.

To follow the South African regulations related to the not-for-profit organisations, the GSA Governing Body must have a chairperson, vice-chairperson, treasurer, and secretary.

All office bearers are elected for a 3 (three) year term at the AGM.

The CRR Environmental Management Group (CRREM Group) organises itself by mirroring the clustered structure of the CRR, with obvious advantages of being inclusive and focused. It represents environmental issues and solutions of the landowners in the daily management of the CRR as well as the strategic development of the CRR's expansion.

Landowner representation on the CRREM Group arises from the Management Units, defined as follows within a Cluster:

- 13.1.1. A group of land portions with similar environmental conditions may be grouped as a Management Unit.
- 13.1.2. Landowners in the Management Unit elect their representative for a 3-year term in the CRR EM Group.
- 13.1.3. The plenum of the GSA Governing Body confirms the size and borders of the Management Units and informs all Members accordingly.
- 13.1.4. The Management Unit Representatives elect the Head of the CRREM Group.

13.2. BOARD OF DIRECTORS

The legally required office bearers, elected by Members at the AGM form the core of the Board of Directors (BoD), complemented by the Head of the CRR Environmental Management Group and supported by a number of non-executive Directors selected for their expertise from the members or from an outside pool of expertise.

The powers of the Board of Directors are the ones enumerated in the GSA Constitution complemented by the powers assigned by the relevant legislation and the agreements with the GDARD. Non-executive Directors, selected for the support they could provide to the sustainability and conservation focuses of the GSA, have voting rights.

13.3. THE CRR ENVIRONMENTAL MANAGEMENT

The CRR Environmental Management Group (CRR EM) is made up of landowners or their representatives, Management Unit Representatives, and co-opted experts.

Given the diverse conformation of the Clusters, the members of the CRREM Group will come together around the conservation issues of the Cluster they represent. One group per Cluster should be formed. Each group will meet regularly at their own convenience based on the design and implementation of projects in their area, and meet in a plenary session 4 times a year at least.

The overall coordination of the cluster groups will be ensured by the Head of the CRREM Group, elected by the CRREM Group Members.

Each cluster group will have one focused person representing: fire management, alien invasive control and eradication, game management, environmental crime prevention, and environmental awareness and education of wider communities.

The main scope of the CRR EM Group is to develop first the Protected Areas Management Plan (PAMP) of each Cluster, and after it has been budgeted and approved on Treasurer's proposal at a plenary session of the GSA Governing Body and the AGM, to execute it.

The PAMP development should be executed in full consultation with all landowners or their representatives. The implementation costs of the PAMP may be a significant portion of the levies and special levies that each landowner will be called to pay.

14. FUNCTIONS AND POWERS OF THE GSA GOVERNING BODY

- 14.1. Subject to the express provisions of this Constitution and the NEM:PAA and its Norms & Standards and its Regulations as well as the agreement signed with the GDARD, the Governing Body manages and controls the affairs of the Alliance. It also performs the role of the Management Authority of the Crocodile River Reserve and exercises related duties and obligations.
- 14.2. It has full powers in the management and direction of its affairs and may exercise all powers of the Alliance, including its expansion and consolidation, and act on behalf of the Alliance as may be exercised and done by the Alliance, provided that such powers are not required by this Constitution, to be exercised or done by the Members in general meetings.
- 14.3. When performing the role of the Management Authority of the Crocodile River Reserve, the Governing Body has all the powers agreed with the GDARD in line with the NEM:PAA and inter alia specified in the Management Agreement. It will exercise the agreed powers and comply as well as enforce compliance with all relevant laws and by-laws.
- 14.4. The Governing Body when managing the Alliance may vary, cancel or modify any of its decisions and resolutions from time to time.
- 14.5. Rules and regulations proposed by the Governing Body when performing the role of Management Authority of the Crocodile River Reserve, which rules and regulations are not included in existing Regulations and Agreements, should be subject to the Public Participation process.
- 14.6. The Governing Body may co-opt any person, member of the Alliance or not, chosen by it and recorded as a resolution approved by the majority of the members of the Governing Body. A co-opted member of the Governing Body is subject to all the rights and obligations of an elected member of the Governing Body.
- 14.7. The Governing Body may investigate any suspected or alleged breach of this Constitution, NEM:PAA and its regulations, Municipal by-laws and environmental laws by any Member, in such reasonable manner as decided by it from time to time and may take appropriate action against such Member.
- 14.8. The Governing Body, in its role as the Management Authority of the Crocodile River Reserve, may investigate and object to any suspected or alleged breach of the NEM:PAA and its Regulations, Municipal by-laws and environmental laws by any landowner, in such reasonable manner as decided by it from time to time and may take appropriate action against such landowner.

15. PROCEEDINGS OF THE GOVERNING BODY

- 15.1. The Governing Body may meet, adjourn and otherwise regulate their meetings as they think fit subject to any provisions of this Constitution. The chairperson presides at all meetings of the Governing Body. If the chairperson is not present at any meeting, then the Members of the

Governing Body present at such meeting may elect one of them to be the chairperson of that meeting.

- 15.2. Meetings of the Governing Body must be held at regular intervals, and at least 4 (four) times in a year. The period between meetings may not exceed 4 months.
- 15.3. The quorum necessary for the holding of any meeting of the Governing Body is 4 (four) voting Members of the Governing Body.
- 15.4. A member of the Governing Body must take minutes of every Governing Body meeting, the minutes must be published without undue delay after the meeting and must be adopted at the next meeting. After adoption, the minutes must be available on request to any Member.
- 15.5. All minutes of Governing Body meetings must be kept in a minute book in accordance with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Governing Body minute book must be open for inspection at all reasonable times by any member of the Governing Body, any auditors appointed and the Members.
- 15.6. All resolutions recorded in the minutes of any Governing Body meeting must be valid and of full force and effect as recorded, with effect from the passing of such resolutions, and until varied or rescinded; no resolution or purported resolution of the Governing Body is of any force or effect, or binding on the Members or any of the Members of the Governing Body unless such resolution is competent within the powers of the Governing Body.
- 15.7. A resolution signed by all the Members of the Governing Body is valid in all respects as if it had been duly passed at a meeting of the Governing Body duly convened.
- 15.8. A member may attend a meeting of the Governing Body provided that he/she indicates the intention to do so, and is not disruptive during the meeting. The provision is to allow Members to hear discussion or make representation, but not to interfere in the proceedings.
- 15.9. A member of the Governing Body who fails to attend four consecutive meetings may be asked to resign.
- 15.10. Each section of the Governing Body as defined in the Art 12 and 13 may have working meetings separately with frequency and agenda defined by the section; each section will record the minutes of each meetings.

16. RESIGNATION AND REMOVAL OF GOVERNING BODY MEMBERS

- 16.1. Any Governing Body member may resign by delivering his or her resignation in writing to the Chairman or the Secretary provided that a 30-day notice period is served. Such 30-day resignation period is effective from receipt or on such later date as may be stated in such resignation letter, unless otherwise determined by the Governing Body.
- 16.2. A Governing Body member may be removed from office at any time with or without cause by the Members in a special general meeting.

17. CONTRACTS AND REGULATIONS

- 17.1. The Governing Body sections, jointly or separately:
 - 17.1.1. from time to time, make and implement the internal rules and other rules, which are fair, reasonable and according to its objectives, except that the Governing Body is not entitled to alter or cancel any of the rights of the Members existing prior to this Constitution without prior discussion with each Member concerned;
 - 17.1.2. may request Members to lodge any existing traversing arrangements with the Governing Body;

- 17.1.3. may enter into any agreement, including but not limited to implementation, facilitation, planning and operation agreements with governments and other authorities relating to the relationship between the Alliance and such authorities; and
 - 17.1.4. may enter into any agreement with owners of other properties in or around the Crocodile River Reserve, provided that such agreement is in the interest of and for the benefit of the Crocodile River Reserve and/or the Alliance.
- 17.2. Any internal regulation and notice issued by the Governing Body as the Management Authority of the CRR should comply with the NEM:PAA Regulations.

18. LEVIES

- 18.1. The Alliance may impose special and general levies on the Members for the purpose of meeting all capital requirements and expenses presented in the budget at a General Meeting of the members, and necessary or reasonably incurred in connection with the management of the Alliance and its affairs, which levies require the prior approval of the Alliance in general meeting.
- 18.2. The Governing Body must prepare and submit an operational budget, including an estimate of the amount required by the Alliance to meet the annual expenses to be incurred in the normal course, together with any estimated deficiency, to the Alliance for approval. Such budget will include costs and expenses reasonably estimated for the normal management of the Alliance and its responsibilities vis-à-vis the administrative and promotional activities of the Crocodile River Reserve; costs and expenses related to conserve, protect and maintain the assets of the Crocodile River Reserve, which are common to all members; any project cost for the Alliance and the Crocodile River Reserve that the Alliance has decided.
- 18.3. The budget identified in 18.1 and 18.2 informs the amount of the general levy, which is, in principle, an equal amount imposed to all properties. The Governing Body may consider a different determination of levies for multiple properties owned by one landowner. The amount of the general levy will be calculated considering the funding plan, prepared by the Governing Body and approved by the Alliance.
- 18.4. The Alliance may endorse the principle of "user pays" in respect of the calculation and payment of special levies so as to accommodate an allocation of levies in respect of different services to be provided by the Alliance for different Members. The Governing Body must then design a special project, identifying inter alia scope, beneficiaries, schedule, allocated resources and the special project budget for the recovery of expenditure and costs. The Governing Body must then seek approval of the special project by the beneficiaries and appoint a Special Project Manager (SPM) who will be responsible to implement and control the project and its related budget. Majority of the beneficiaries constitutes approval of the project.
- 18.5. Any amount due by a Member by way of a levy is a debt due by the Member to the Alliance. The obligation of a Member to pay further levies ceases when such Member ceases to be a Member of the Alliance, without prejudice to the Alliance's right to recover arrear levies.
- 18.6. A Member's successors-in-title, heirs or legatees are liable, as from the date on which they become a Member, to pay levies.
- 18.7. No Member is entitled to any of the privileges of membership unless and until the Member has paid every subscription and other sum, which is due and payable to the Alliance, or the Governing Body has made a resolve to maintain the privileges.
- 18.8. The Governing Body may decide in case of landowners with multi-properties and following motivated request from the Members to change the rule expressed in the clauses 18.3 and 18.4.
- 18.9. The Governing Body may consider individually motivated requests of temporary waiving the monthly levy and an individual plan to recover the unpaid levies.

19. DISORDERLY CONDUCT

- 19.1. The Members may and will ensure that no person using or enjoying the Crocodile River Reserve through or at their instance, causes or permits any disorderly conduct of whatever nature in the Crocodile River Reserve or does or permits any act, matter or thing which constitutes or causes a nuisance to the Alliance, to any other Member, visitor, employee or to any flora or fauna in the Crocodile River Reserve, or causes damage to or destroys any property of the Alliance, or of any other Member, visitor, employee or to any flora or fauna in the Crocodile River Reserve.

In the context of the GSA Constitution, "disorderly conduct" refers to causing or permitting (including permitting by ignoring) violation (misdemeanor or crime) of environmental laws and their regulations as well as heritage conservation rules. It should be noted that the GSA has gained the legal standing for promoting compliances with natural and cultural orientated legislation, and steering the environmental ethos of the residents in the CRR and its buffer zone.

20. SPECIAL OBLIGATIONS OF MEMBERS

Without restricting the generality of Members' obligations to observe and be bound by the provisions of this Constitution, each Member accepts that:

- 20.1. Members are required to comply with the NEM:PAA and its Regulations, and any other environmental law, as well as Municipal by-laws and permitted densities stipulated by the authority and to obtain permission from the local authority and the Governing Body if more than one residence is required. Members agree to permit only such number of residents on the property for a reasonable staff complement given the land use;
- 20.2. When selling or alienating the Member's property or portion thereof, the Member will ensure that all levies due to the Alliance are paid up to date;
- 20.3. Members will not use or display in any form or in any medium or in alliance with any other words, trademark, logo or get-up the name "Crocodile River Reserve" and/or the registered trademark "Crocodile River Reserve " or "CRR" on its own or in alliance with other words without having entered into a license agreement, approved by the Governing Body of the Alliance;
- 20.4. The provisions of clauses 20.1, 20.2 and 20.3 apply, on exactly the same terms, whether the Member is a natural or legal person, has given right of use to another, someone else profits from the land or not, has leased the land or not, inhabits the land or not, is resident in South Africa or not, the land is for sale, mortgaged, repossessed, or pledged.

21. ACCOUNTS

- 21.1. The Alliance in a general meeting or the Governing Body, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Alliance, or any of them, and subject to such conditions and regulations, the accounts and books of the Alliance must be open to inspection by the Members at all reasonable times during normal business hours.
- 21.2. At each annual general meeting the Governing Body must present to the Alliance a proper income and expenditure account for the immediately preceding financial year, or in the case of the first account, for the period since the incorporation of the Alliance, together with a proper set of annual financial statements made up as at the last financial year end of the Alliance, which statements are drawn up within 3 (three) months of the end of such year end.

- 21.3. Every annual financial statement must be accompanied by proper and extensive reports of the Governing Body, and attached to the notice sent to the Members convening each annual general meeting, copies of such accounts, annual financial statements and reports and of any other documents required by law to accompany the notice.
- 21.4. The accounts of the Alliance and the correctness of the income and expenditure account and annual financial statements shall be examined at least once a year.

22. SERVICE OF NOTICES

- 22.1. Any notice given in terms of this Constitution must be in writing and be given or served by the Governing Body on any Member.
- 22.2. No Member shall be entitled to have a notice served on him at any address not within the Republic of South Africa, but any Member may require the Alliance by notice, to record an address within the republic of South Africa which shall be deemed to be the Member's address for the purpose of the service of notices.
- 22.3. A notice sent by one party to another party shall be deemed to be received:
 - 22.3.1. on the same day, if delivered by hand;
 - 22.3.2. on the same day, if sent by electronic mail or telefax; or
 - 22.3.3. on the recorded date of delivery.

23. INDEMNITY

- 23.1. The Members of the Governing Body are indemnified out of the funds of the Alliance against any liabilities bona fide incurred by them in their respective capacities, whether in defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person(s) by the court.
- 23.2. Every member of the Governing Body, every servant, agent and employee of the Alliance, is indemnified by the Alliance against (and it shall be the duty of the Governing Body out of the funds of the Alliance to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of their respective duties, provided that such member of the Governing Body has acted in good faith.
- 23.3. A member of the Governing Body will not be liable for the acts, receipts, neglects or defaults of any of the other Members of the Governing Body, unless through lack of bona fides or breach of duty or breach of trust.
- 23.4. Notwithstanding anything to the contrary, the indemnity will not apply in the event of fraud, willful misconduct or gross negligence on the part of the Governing Body or any member thereof.

24. GAME

- 24.1. Unless otherwise agreed in writing with the Alliance, all game in the Crocodile River Reserve must be managed and controlled in terms of the Game Management Plan as part of the Protected Areas Management Plan and in line with the related laws and by-laws.
- 24.2. Any Member is entitled to introduce game into the Crocodile River Reserve provided it is in accordance with the provisions of the Game Management Plan and related laws and by-laws.
- 24.3. Any such game as introduced by the Member as set out in the preceding clauses, will be under the control of the Alliance and dealt with in accordance with the provisions of the Game

Management Plan. The member introducing the game must provide in writing the details including species, gender, age and date of release at least four weeks prior to introducing the game.

- 24.4. No Member may hunt, catch or sell any game, irrespective of ownership, without the prior written consent of the Governing Body, which consent may only be given in accordance with the Game Management Plan and approved by the Governing Body, provided that any such hunting, catching or selling of any game is carried out in accordance with any statute, ordinance, rule or regulation or permit of any relevant authority.

25. TRAVERSING RIGHTS

- 25.1. No Member or such Member's guests or visitors, employees or residents shall be entitled to traverse, without specific approval from the Member affected, on the land of such affected Member.
- 25.2. No Governing Body member, Member, representative of government, or any other person shall have the right to traverse over that portion of a Members land which comprises the private homestead, the excluded land or such other portion of a Members land excluded in agreement with the Governing Body.
- 25.3. Notwithstanding the provisions of clause 25.2 Members of the Governing Body, government and their agents or employees have a right to traverse over such portion of a Members land as might be necessary for the purpose of performing their duties in terms of the Protected Areas Management Plan or other related plan adopted, or any other services, as may be reasonably necessary from time to time in terms of resolutions adopted by the Governing Body, provided notice of such intent is given to the Member at least 24 hours prior to the visit.
- 25.4. Members agree that access to their property is inherently granted in the event of an emergency, such as firefighting, risk to animals, medical evacuation, criminal pursuit, and so on.

26. STANDING RULES

- 26.1. The internal rules must be drawn up by the Governing Body and will regulate the matters required by this Constitution.
- 26.2. External rules must be drawn up by the Governing Body, approved at an annual general meeting (AGM) and promulgated according to the process defined in the NEM:PAA regulations.

27. AMENDMENTS

- 27.1. This Constitution and internal rules may only be amended, whether by way of deletion, alteration, extension or howsoever, by resolution duly passed by not less than two-thirds of the Members present at an annual general meeting or at a special general meeting called for that purpose, provided that the notice of such meeting shall fully and clearly set out such proposed amendment/s.

28. BREACH

Should the Governing Body institute any legal proceedings against any Member following a breach of this Constitution or any regulation made, then without prejudice to any other rights which the Governing Body or the Alliance or any other Member may have in law, the Governing Body is entitled to recover from such Member all legal costs incurred by the Governing Body or the Alliance, including attorney/client charges, tracing fees and collection commission.

29. DISSOLUTION

The Alliance may be dissolved if, at a general meeting of Members convened for the purpose of considering the matter, Members having at least three-quarters of the total voting rights of the Members at general meetings of the Alliance, vote in favour of the dissolution. On dissolution of the Alliance, its net assets shall be transferred according to clause 7.2. The MEC or the Minister must be notified and a Management Authority appointed prior to the dissolution of the Alliance.

30. ACCEPTANCE OF CONSTITUTION

SCHEDULE A represents the list of Landowners who, having formally committed to the Conservation of land under the National Environmental Management: Protected Area Act, signed a Declaration Agreement with the GDARD MEC, and accepted the GSA as the Management Authority of the Crocodile River Reserve therefore accepting the conditions of this Constitution.

SCHEDULE A

GAUTENG PROVINCE

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

NOTICE IN TERMS OF SECTIONS 23 AND 28 OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT 57 of 2003

DECLARATION OF THE CROCODILE RIVER RESERVE

I, Kgositso Ramokgopa, the Member of the Executive Council (MEC) responsible for Economic Development, Agriculture and Environment in the Gauteng Province, in terms of sections 23 and 28 of the National Environmental Management: Protected Areas Act 57 of 2003 ("the Act"), do hereby declare:

- (1) The Crocodile River Reserve Doornrandje Nature Reserve Cluster and the Crocodile River Reserve Central Nature Reserve Cluster under section 23 of the Act; and
- (2) The Crocodile River Reserve Protected Environment under section 28 of the Act.

The protected areas will collectively be known as the **Crocodile River Reserve**, situated within the area of jurisdiction of the City of Tshwane Metropolitan Municipality.

The **Crocodile River Reserve** is located on the properties as indicated in the schedule hereto.



D R. KGOSIENTSO RAMOKDOPA

MEC: ECONOMIC DEVELOPMENT, AGRICULTURE AND ENVIRONMENT

SCHEDULE

DESCRIPTION OF THE CROCODILE RIVER RESERVE DOORNRANDJE NATURE RESERVE CLUSTER, THE CROCODILE RIVER RESERVE CENTRAL NATURE RESERVE CLUSTER AND THE CROCODILE RIVER RESERVE PROTECTED ENVIRONMENT, WITH REFERENCE TO TITLE DEEDS

Property Description as per the Title Deed (DOORNRANDJE CLUSTER)	Size (hectares)	Title Deed Number
PORTION 21 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	11.6856	T081986/08
PORTION 22 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	11.6262	T036382/06

PORTION 25 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	9.0122	T139384/2003
PORTION 27 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	9.0220	T00000899/2002
PORTION 29 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	9.0262	T000051081/2001
PORTION 30 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	8.5653	T112113/2001
PORTION 32 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	8.5662	T43823/2000
PORTION 38 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	8.5653	T26940/84
PORTION 40 (A PORTION OF PORTION 3) OF THE FARM DOORNRANDJE 386 J.R.	8.9323	T000075547/2011
REMAINING EXTENT OF PORTION 49 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	10.3472	T93439/2000
PORTION 50 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	14.7049	T25607/93
PORTION 51 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	15.0613	T134840/05
PORTION 52 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	15.1477	T111450/99
PORTION 61 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	9.4654	T50095/1990
PORTION 62 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	8.7735	T046587/08
PORTION 75 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	9.3683	T147253/07
PORTION 76 (A PORTION OF PORTION 4) OF THE FARM DOORNRANDJE 386 J.R.	9.3683	T33559/13
PORTION 111 (A PORTION OF PORTION 19) OF THE FARM DOORNRANDJE 386 J.R.	68.5226	T42496/04
PORTION 162 OF THE FARM DOORNRANDJE 386 J.R.	22.4452	T27567/05
PORTION 60 (A PORTION OF PORTION 1) OF THE FARM RIETFONTEIN 532 J.Q.	24.0013	T59761/1992
PORTION 61 (A PORTION OF PORTION 1) OF THE FARM RIETFONTEIN NO. 532 J.Q.	24.9973	T06561510
PORTION 143 (A PORTION OF PORTION 60) OF THE FARM HENNOPSRIVIER 489 J.Q.	43.5294	T62581/91
PORTION 190 (A PORTION OF PORTION 64) OF THE FARM HENNOPSRIVIER 489 J.Q.	13.3265	T126606/04
	374.68	
Property Description as per the Title Deed (CENTRAL CLUSTER)	Size (hectares)	Title Deed Number
PORTION 95 (A PORTION OF PORTION 91) OF THE FARM HENNOPSRIVIER 489 J.Q.	21.4133	T32894/13
CERTAIN PORTION 97 (A PORTION OF PORTION 91) OF THE FARM HENNOPSRIVIER J.Q.	21.4133	T94651/04
PORTION 98 (A PORTION OF PORTION 91) HENNOPSRIVIER 489 J.Q.	21.4133	T57350/99
PORTION 99 (A PORTION OF PORTION 91) OF THE FARM HENNOPSRIVIER 489 J.Q.	21.4133	T32894/13
PORTION 104 (A PORTION OF PORTION 101) OF THE FARM HENNOPSRIVIER 489 J.Q.	21.6360	T021841/06
REMAINING EXTENT OF PORTION 105 (A PORTION OF PORTION 101) OF THE FARM HENNOPSRIVIER 489 J.Q.	10.6960	T18689/89
REMAINING EXTENT OF PORTION 123 OF FARM HENNOPSRIVIER 489 J.Q.	21.4133	T42745/2016
PORTION 111 (A PORTION OF PORTION 101) OF THE FARM HENNOPSRIVIER 489 J.Q.	21.4133	T56306/95
PORTION 159 (A PORTION OF PORTION 130) OF THE FARM HENNOPSRIVIER 489 J.Q.	10.7133	T106267/04
PORTION 160 (A PORTION OF PORTION 130) OF THE FARM HENNOPSRIVIER 489 J.Q.	10.7136	T104317/04
THE REMAINING EXTENT OF THE FARM VLAKFONTEIN 494 J.Q.	23.2479	T000074851/2002
PORTION 7 OF THE FARM VLAKFONTEIN 494 J.Q.	31.7805	T077032/07
PORTION 8 OF THE FARM VLAKFONTEIN 494 J.Q.	26.1384	T097808/07
PORTION 11 OF THE FARM VLAKFONTEIN 494 J.Q.	24.1428	T000011201 /2001
PORTION 12 OF THE FARM VLAKFONTEIN 494 J.Q.	23.5002	T65305/98
PORTION 13 OF THE FARM VLAKFONTEIN 494 J.Q.	23.9835	T92627/13
PORTION 14 OF THE FARM VLAKFONTEIN 494 J.Q.	22.6181	T16652/99
PORTION 15 OF THE FARM VLAKFONTEIN 494 J.Q.	30.7278	T129414/02
PORTION 22 OF THE FARM VLAKFONTEIN 494 J.Q.	22.1995	T28166/88
PORTION 25 OF THE FARM VLAKFONTEIN 494 J.Q.	27.9885	T87784/95
PORTION 64 (A PORTION OF PORTION 4) OF THE FARM VLAKFONTEIN 494 J.Q.	195.6595	T000096746/2017
PORTION 2 OF THE FARM ROODEKRANS 492 J.Q.	27.9262	T83680/2015
PORTION 15 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	21.4133	T10212/95
PORTION 16 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	22.2698	T82747/89
PORTION 18 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	21.4133	T26969/95
PORTION 21 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	21.4133	T42694/2000
PORTION 22 (PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	25.6930	T000048969/2017
PORTION 23 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	22.2698	T163926/03
PORTION 24 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	22.2698	T130277/03

PORTION 25 (A PORTION OF PORTION 11) OF THE FARM ROODEKRANS 492 J.Q.	26.4778	T000089450/2002
PORTION 26 (REMAINING EXTENT) OF THE FARM ROODEKRANS 492 J.Q.	21.5515	T26153/973
PORTION 28 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.5502	T48975/1981
PORTION 29 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.5524	T006128/11
PORTION 35 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.5235	T39400/90
PORTION 37 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.4942	T58843/93
PORTION 38 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.5008	T29389/89
PORTION 39 OF THE FARM ROODEKRANS 492 J.Q.	21.4944	T149300/03
PORTION 41 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.4974	T127624/2002
PORTION 42 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.5121	T055236/10
PORTION 43 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.5054	T125358/97
PORTION 49 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	22.6268	T48982/1981
PORTION 50 (A PORTION OF PORTION 26) OF THE FARM ROODEKRANS 492 J.Q.	21.6994	T46262/04
PORTION 53 OF FARM ROODEKRANS 492 J.O.	21.5357	T16305/2016 and Diagram Deed Number: T14664/979
PORTION 58 OF THE FARM ROODEKRANS 492 J.Q.	35.4558	T000116740/2001
PORTION 15 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.4139	T15037/92
PORTION 22 OF THE FARM RIVERSIDE ESTATE 497 J.O.	23.0527	T66765/98
PORTION 23 OF THE FARM RIVERSIDE ESTATE 497 J.O.	21.4476	T000011873/2018
PORTION 24 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	22.1328	T118826/99
PORTION 50 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	22.5722	T054367/10
PORTION 53 OF THE FARM RIVERSIDE ESTATE 497 J.O.	22.0754	T50197/99
PORTION 54 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.6274	T000010458/2002
PORTION 55 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.9109	T4931/97
PORTION 56 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.4252	T22654/90
PORTION 62 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	31.3087	T19484/1977
PORTION 64 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	27.8489	T30394/88
PORTION 68 OF THE FARM RIVERSIDE ESTATE 497 J.O.	32.1290	T98816/99
PORTION 40 (A PORTION OF PORTION 1) OF THE FARM RIETFONTEIN 532 J.Q.	21.4133	T52744/89
PORTION 50 (A PORTION OF PORTION 1) OF THE FARM RIETFONTEIN 532 J.Q.	23.0000	T31111/1974
	1 485.913	
Property Description as per the Title Deed (PROTECTED ENVIRONMENT)	Size (hectares)	Title Deed Number
PORTION 184 OF THE FARM HENNOPSRIVIER 489 J.Q.	6.6101	T107096/2015
PORTION 185 OF THE FARM HENNOPSRIVIER 489 J.O.	7.1482	T111960/2005
PORTION 13 OF THE FARM HENNOPSRIVIER 489 J.O.	19.0268	T53209/1996
PORTION 88 OF THE FARM HENNOPSRIVIER 489 J.O.	42.9123	T32894/2013
PORTION 27 OF THE FARM HENNOPSRIVIER 489 J.Q.	64.4230	T53209/1996
PORTION 118 OF THE FARM HENNOPSRIVIER 489 J.Q.	8.9703	T42950/2018
PORTION 119 OF THE FARM HENNOPSRIVIER 489 J.Q.	22.5476	T61759/1994
PORTION 101 OF THE FARM HENNOPSRIVIER 489 J.Q.	59.3958	T32894/2013
PORTION 43 OF THE FARM RHENOSTERSPRUIT 495 J.Q.	22.9405	T043264/06
PORTION 44 OF THE FARM RHENOSTERSPRUIT 495 J.Q.	21.4318	T15647/16
PORTION 92 (48) OF THE FARM RHENOSTERSPRUIT 495 J.Q.	21.7618	T66972/2018
PORTION 7 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	23.4645	T170369/04
PORTION 10 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	22.4922	T46819/14
PORTION 11 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	24.4865	T76385/13
PORTION 31 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.9768	T10536/2001
PORTION 28 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.6456	T3866/2018
PORTION 29 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.3909	T32086/16
PORTION 30 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	22.1713	T18215/89
PORTION 33 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.7730	T8039/1984
PORTION 39 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	22.0784	T81688/92
PORTION 40 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.4227	T8188/19926
PORTION 42 OF THE FARM RIVERSIDE ESTATE 497 J.Q.	21.4690	T3392/1972
PORTION 40 OF THE FARM SCHURVEBERG 488 J.Q.	30.3194	T101380/2015
PORTION 156 OF THE FARM SCHURVEBERG 488 J.Q.	4.5450	T93852/1997
PORTION 10 OF THE FARM SCHURVEBERG 488 J.Q.	9.3324	T34416/1986
PORTION 42 OF THE FARM SCHURVEBERG 488 J.Q.	4.0425	T3180/2001
PORTION 44 OF THE FARM SCHURVEBERG 488 J.Q.	17.8583	T3180/2001

PORTION 43 OF THE FARM SCHURVEBERG 488 J.Q.	9.3084	T146658/2007
PORTION 86 OF THE FARM SCHURVEBERG 488 J.Q.	18.1117	T9074/92
PORTION 41 OF THE FARM VLAKPLAATS 354 J.R.	21.7653	T62193/2012
PORTION 42 OF THE FARM VLAKPLAATS 354 J.R.	21.7945	T84513/2004
PORTION 53 OF THE FARM VLAKPLAATS 354 J.R.	21.4133	T62071/1993
PORTION 8 OF THE FARM VLAKPLAATS 354 J.R.	38.0256	T134926/1999
PORTION 42 (A PORTION OF PORTION 1) OF THE FARM RIETFONTEIN 532 J.Q.	21.4133	T25378/91
	759.4733	
CROCODILE RIVER RESERVE: GRAND TOTAL	2,620.067 hectares	

SCHEDULE B

GENERAL ADMINISTRATIVE AND INVESTMENT POWERS

- 1) To employ staff and hire professional and other services.
- 2) To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Alliance.
- 3) To open and operate accounts with registered banks and building societies.
- 4) To make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Alliance shall be with Institutions as defined in Schedule C Clause 7.
- 5) To accept donations made to the Alliance and retain them in the form in which they are received, or sell them and re-invest the proceeds.
- 6) With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
 - a) to purchase or acquire property and assets;
 - b) to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Alliance;
 - c) to donate and transfer the property and assets of the Alliance to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Alliance.
- 7) To borrow and to use the property or assets of the Alliance as security for borrowing, as approved in the Budget at the AGM or Special General Meeting called in accordance with the rules thereon.
- 8) To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Alliance.
- 9) To execute any act or deed in any deeds registry, mining titles or other public office.
- 10) To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the Alliance.
- 11) To exercise all the management and executive powers normally vested in the Board of Directors of a Company.
- 12) To exercise all the powers and authority of the Alliance not only in the Republic of South Africa but in any other part of the world.

SCHEDULE C

REQUIREMENTS OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE FOR EXEMPTION FROM TAXES AND DUTIES

As provided for in Clause 6.3 of this Constitution, the Alliance intends to apply to the Receiver of Revenue for the exemption from appropriate taxes and duties. In compliance with the anticipated requirements of the Commissioner in respect of such exemptions, the following provisions shall bind the Alliance:

- 1) In the case of a PBO seeking an exemption from income and other related taxes only, in terms of section 10(1)(cN) of the Income Tax Act, as amended:
 - i) Carry out all its public benefit activities in accordance with section 30 of the Income Tax Act.
Or
 - ii) In the case of a PBO seeking a section 10(1)(cN) exemption from income and other related taxes and donor deductible status in terms of sections 10(1)(cN) and 18A, respectively, of the Income Tax Act, as amended:
 - iii) Carry on its public benefit activities in the Republic.
- 2) Only in the case of a PBO which provides funds solely to any income tax exempt PBO seeking a section 10(1)(cN) exemption from income and other related taxes only and section 18A donor deductible status, as described in section 18A(1)(b) of the Income Tax Act, as amended.
 - i) During the year of assessment preceding the year of assessment during which the donation is received, distribute or incur the obligation to so distribute at least 75% of the funds received. Provided that the Minister may on good cause shown and subject to such conditions as he or she may determine, either generally or in a particular instance, waive, defer or reduce the obligation to distribute at least 75% of its funds having regard to the public interest and the purpose for which the relevant organisation wishes to accumulate those funds.
- 3) Carry on its public benefit activities in a non-profit manner.
- 4) Comply with such conditions, if any, as the Minister may prescribe by way of regulation to ensure that the activities and resources of the organisation are directed in the furtherance of its objects.
- 5) Submit to the Commissioner a copy of and a copy of any amendment to the Constitution, Will or other written instrument under which it has been established.
- 6) Be required to have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the organisation and no other single person directly or indirectly controls the decision making powers relating to that organisation: Provided that the provisions of this sub-paragraph shall not apply in respect of any trust established in terms of a will of any person who died on or before 31 December 2003.
- 7) In the event of the Alliance investing funds, invest such funds:
 - a) with a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990); and/or
 - b) in securities listed on a stock exchange as defined in section 1 of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985) ; and/or
 - c) in such other prudent investments in financial instruments and assets as the Commissioner may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations;
 - (a) provided that the provisions of this sub-paragraph do not prohibit any such organisation from retaining any investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business undertaking or trading activity) in the form that it was acquired by way of donation, bequest or inheritance.
- 8) Be prohibited from carrying on any business undertaking or trading activity, other than to the extent that:
 - a) the gross income derived from such business undertaking or trading activity does not exceed the greater of :
 - i) fifteen percent (15%) of the gross receipts of such public benefit organisation; or
 - ii) twenty five thousand Rand (R25 000,00);
 - b) the undertaking or activity is:
 - i) integral and directly related to the sole object of such public benefit organisation; and

- ii) carried out or conducted on a basis substantially the whole of which is directed towards the recovery of cost, and which would not result in unfair competition in relation to taxable entities;
 - c) the undertaking or activity, if not integral and directly related to the sole object of such public benefit organisation as contemplated in 8(b), is of an occasional nature and undertaken substantially with assistance on a voluntary basis without compensation; or
 - d) the undertaking or activity is approved by the Minister by notice in the Gazette, having regard to:
 - i) the scope and benevolent nature of the undertaking or activity;
 - ii) the direct connection and interrelationship of the undertaking or activity with the sole purpose of the public benefit organisation;
 - iii) the profitability of the undertaking or activity; and
 - iv) the level of economic distortion that may be caused by the tax-exempt status of the public benefit organisation carrying out the undertaking or activity.
- 9) Be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A; provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on or any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
 - 10) Ensure that it is not knowingly a party to, and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Act or any other Act administered by the Commissioner.
 - 11) Has not and will not pay any remuneration as defined in the Fourth Schedule, to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.
 - 12) Comply with such reporting requirements as may be determined by the Commissioner.
 - 13) Take reasonable steps to ensure that the funds which it may provide to any association of persons as contemplated in section 30(b)(iii) of the Act are utilised for the purpose for which they are provided.
 - 14) Become registered in terms of section 13(5) of the Non-Profit Organisations Act, 1997 (Act No. 71 of 1997), within such period as the Commissioner may determine, and comply with any other requirements imposed in terms of that Act, unless the Commissioner in consultation with the Director or Nonprofit Organisations designated in terms of section 8 of the Nonprofit Organisations Act, 1997, on good cause shown, otherwise directs.
 - 15) Has not and will not use its resources directly or indirectly to support, advance or oppose any political party.
 - 16) Ensure that any books of account, records or other documents relating to its affairs are:
 - a) where kept in book form, retained and carefully preserved by any person in control of the organisation, for a period of at least four years after the date of the last entry in any such book; or
 - b) where not kept in book form, are retained and carefully preserved by any person in control of the organisation, for a period of four years after the completion of the transaction, act or operation to which they relate.