

NPO No.: 024 485 NPO



The Salesian Planning and Development Office

Constitution

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1. Background:

The Society of St Francis de Sales is a worldwide religious organization, known as “the Salesians.” They have been working in South Africa since 1896. The Salesians established a Projects Office in 2002. Its function was to co-ordinate and support the Salesian youth development projects in Southern Africa, particularly in the area of fundraising. In August of 2006, at its AGM, this Projects Office took on the added responsibility for capacity building and planning, in line with the international character of the organization. To reflect this new role, it is now called the Salesian Planning and Development Office (SPDO). The SPDO is in a better position to satisfy the legal requirements of the Fundraising Act and the varied requests of funders and donors. Its expertise, in the areas of planning and development, allows it to make an impact on the effectiveness of the Salesian projects.

2. Name:

The name of the Association is:
Salesian Planning and Development Office
(hereafter referred to as the “SPDO”).

3. Objectives:

The SPDO is a public, non-profit organization established for the following objectives:

- 3.1 To promote the development of youth.
- 3.2 To provide support for youth development projects under the auspices of the Salesians in Southern Africa and also for not-for-profit youth organisations and/or projects by doing the following when required:
 - effective fundraising,
 - regular reporting to funders, supporters and interested organizations and persons,
 - capacity building of project staff,
 - developing and implementing effective administrative and financial systems,
 - establishing effective monitoring and evaluation procedures,
 - planning for future projects.
- 3.3 In addition to 3.2 the SPDO may also manage and raise funds to sustain itself and pursue its own objectives effectively.

4. LEGAL STATUS:

The SPDO is a body corporate with its own legal identity which is separate from its individual members. The SPDO shall continue to exist even if the members change. The SPDO may own property, enter into contracts, and sue or be sued in its own name.

5. NON-PROFIT DISTRIBUTING CHARACTER:

- 5.1 The income and property of the SPDO shall be used solely for the promotion of its stated objectives. No portion of the income or property of the SPDO shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course

of undertaking any public benefit activity) or to any member of the SPDO or Management Committee, except as:

- 5.1.1 reasonable compensation for services actually rendered to the SPDO;
- 5.1.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the SPDO.
- 5.2 Upon the dissolution of the SPDO, after all the debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organization which the Management Committee (and failing which any division of the High Court) considers appropriate and which:
 - 5.2.1 has objectives the same or similar to the objectives of the SPDO; and
 - 5.2.2 should the SPDO be exempt from the payment of any taxes and duties, is also exempt from the same taxes and duties.
- 5.3 The SPDO will comply with all requirements of the Commissioner of Inland Revenue for exemption from appropriate taxes and duties. The provisions set out in the attached Schedule A shall bind the SPDO and qualify this Constitution.

6. Powers:

The SPDO, acting through its Management Committee, or at a General Meeting, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached Schedule B.

7. Members:

- 7.1 The initial membership shall be those persons whose names appear on the attached Schedule D.
- 7.2 The Management Committee may admit further members from time to time:
 - 7.2.1 Subject to due compliance with any conditions of membership (including payment of any membership fees) which the Management Committee may stipulate from time to time; and
 - 7.2.2 In accordance with the following criteria ordinary members will be:
 - (i) perpetually professed members of the Salesians in Southern Africa and/or
 - (ii) persons admitted by the Management Committee who have the well-being and sustainability of the SPDO at heart.
- 7.3 The Management Committee may suspend or terminate the membership of any member provided that :
 - 7.3.1 At least (14) fourteen days prior written notice is given to all members of the Management Committee of the intention to terminate a membership;

- 7.3.2 At least (14) fourteen days prior written notice is given to the member concerned. The notice shall invite the member to make written or verbal representations to the Management Committee as the member may consider appropriate.
- 7.4 The decision of the Management Committee to admit an applicant to membership, or to suspend or terminate a membership shall lapse unless confirmed by a resolution of two thirds of the members of the SPDO present at the next General Meeting.
- 7.5 Neither the Management Committee nor the SPDO shall be required to give reasons for their decisions with respect to membership.

8. STRUCTURE OF THE SPDO:

The SPDO is a Provincial structure and as such key appointments (Director and Development Manager) are made by the Provincial and his Council. The Director is a perpetually professed Salesian and will be accountable to the Provincial and his Council in all matters relating to the SPDO.

8.1 The Management Committee

8.1.1 Powers:

- 8.1.1.1 The affairs of the SPDO shall be controlled and managed by the Management Committee. Subject to the terms of this constitution and to the resolutions of members in General Meeting, the Management Committee may exercise all the powers of the SPDO.
- 8.1.1.2 In General Meeting, the SPDO may review, approve or amend any decision taken by the Management Committee but no such resolution of the SPDO shall invalidate any prior action taken by the Management Committee in accordance with the provisions of this Constitution.

8.1.2 Appointment:

- 8.1.2.1 The members of the first Management Committee shall be appointed by the Provincial Council of the Salesians in Southern Africa for a period of three years. Subsequently the Management Committee will be elected for a period of two years by the ordinary members at a General Meeting.
- 8.1.2.2 Resigning Management Committee members shall be eligible for re-election or co-option, but may not serve for more than two consecutive terms.
- 8.1.2.3 The Provincial of the Salesians in Southern African, or his delegate, will be an ex-officio member of the Management Committee.
- 8.1.2.4 Management Committee members shall be members of the SPDO.
- 8.1.2.5 The Director of the SPDO will be an ex-officio member of the Management Committee.

8.1.3 Composition:

- 8.1.3.1 The Management Committee shall comprise at least five but not more than seven members. The membership of the Management Committee shall comprise:
 - 8.1.3.1.1 the Chairperson,

- 8.1.3.1.2 the Vice-Chairperson;
- 8.1.3.1.3 the Treasurer;
- 8.1.3.1.4 the Secretary;
- 8.1.3.1.5 at least one (1) other person.
- 8.1.3.2 The Management Committee may co-opt up to three additional non voting members as it may consider appropriate from time to time. The co-opted members shall serve for such period as the Management Committee considers appropriate.
- 8.1.4 Management Committee member vacating office:
 - 8.1.4.1 The office of a Management Committee member shall be vacated if a member:
 - 8.1.4.1.1 resigns; or
 - 8.1.4.1.2 becomes unfit and/or incapable of acting as such; or
 - 8.1.4.1.3 would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or
 - 8.1.4.1.4 is removed by the Management Committee, by resolution adopted by at least three-quarters ($\frac{3}{4}$) of its members in office from time to time, being not less than the required minimum of five. The Management Committee shall not be obliged to furnish reasons for its decision/s regarding removal except to the member removed and to the members of the SPDO.
 - 8.1.4.2 Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted at least two-thirds ($\frac{2}{3}$) of its members, may (and if the vacancy reduces the number of members to less than five [5] shall) co-opt a member/s to fill the vacancy/ies. The office of any person so co-opted as member of the Management Committee shall lapse unless confirmed by resolution of members at the next General Meeting.
- 8.1.5 Procedure at Management Committee Meetings:
 - 8.1.5.1 The Management Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:
 - 8.1.5.1.1 The Chairperson, or in his or her absence, the Vice-Chairperson, shall chair all meetings of the Management Committee which he or she attends. In the absence of the Chairperson and the Vice-Chairperson, the remaining members of the Management Committee shall elect a chairperson from those attending.
 - 8.1.5.1.2 The Chairperson shall convene a meeting of the Management Committee every quarter.
 - 8.1.5.1.3 At the written request of any two (2) members of the Management Committee, the Chairman may convene a special meeting at any other time.
 - 8.1.5.1.4 The quorum necessary for the transaction of any business by the Management Committee shall be two-thirds ($\frac{2}{3}$) of the Management Committee members serving at any given time.
 - 8.1.5.1.5 At meetings of the Management Committee each member shall have one (1) vote. The Provincial or his delegate will have the power of veto.

- 8.1.5.1.6 Questions arising shall be decided by a simple majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
- 8.1.5.1.7 Proper minutes shall be kept of the proceedings of the Management Committee, and a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Management Committee, and on two (2) days' notice to the Secretary or his or her deputy, by any member of the SPDO.
- 8.1.5.1.8 A resolution signed by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.
- 8.1.6 The Management Committee may delegate any of its own powers to any of its members, or to a special purpose committee. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.
- 8.1.7 The Management Committee has to ratify all managerial staff appointments of the SPDO and its associated projects at the recommendation of the Director of the SPDO. At least one member of the Management Committee will assist the Director in all staff disciplinary hearings. Decisions regarding the dismissal of staff members will be supported by at least two Committee members, although a full Committee meeting, where possible, will be preferable.

9. General Meetings:

9.1 Annual General Meeting:

- 9.1.1 An Annual General Meeting of the SPDO shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within six (6) months of the end of each financial year.
- 9.1.2 Annual General Meetings shall be convened by the Chairperson who will give at least twenty-one (21) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 9.1.3 The business of an Annual General Meeting shall include:
 - 9.1.3.1 the presentation and adoption of the Annual Report of the Chairperson;
 - 9.1.3.2 the consideration of the Annual Financial Statements;
 - 9.1.3.3 the election of members for vacancies on the Management Committee for a designated term;
 - 9.1.3.4 the appointment of Auditors;
 - 9.1.3.5 other matters as may be considered appropriate.

9.2 Other General Meetings

9.2.1 Other General Meetings of the SPDO shall be convened at any time by the Chairperson or at the written request of:

9.2.1.1 the Management Committee;

9.2.1.2 Ten of the members of the SPDO.

9.2.2 At least fourteen days notice must be given in writing to all members for the calling of any General Meeting, other than the Annual General Meeting. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting: provided that: should the Chairperson, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting.

9.2.3 Quorum

9.2.3.1 A quorum constituting a General Meeting of the SPDO shall be the lesser of:

9.2.3.1.1 ten members; or

9.2.3.1.2 one quarter ($\frac{1}{4}$) of the members.

9.2.3.2 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented shall be deemed to constitute a quorum.

9.2.4 Resolutions and Voting

9.2.4.1 At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third ($\frac{1}{3}$) of the persons voting in person or by proxy. The result of the vote shall be the resolution of the meeting. Each member present or represented at such meeting shall be entitled to one (1) vote.

Questions arising shall be decided by a simple majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

9.2.5 Minutes

Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days notice to the Secretary or his or her deputy.

9.2.6 Powers

Subject to the provisions of Clause 8.1.1.2 above, a duly convened General Meeting of the SPDO, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of the SPDO as set out in this Constitution.

10. Notices

- 10.1 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by prepaid post, to the last address notified by each person concerned to the SPDO, or in any other manner as the Management Committee may decide from time to time.
- 10.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.
- 10.3 If posted, notices shall be deemed to have been received seven (7) days after posting.

11. Financial Matters

The fiduciary responsibility for the organisation rests with the Provincial, the Provincial Economist and the SPDO Director.

11.1 Bank Account

The Management Committee shall open a bank account in the name of the SPDO with a registered Bank or Building Society. The Management Committee shall ensure that all monies received by the SPDO are deposited in the abovementioned bank account as soon as possible after receipt.

11.2 Signatures

At least two signatures, approved by the Management Committee, must appear on cheques and/or documents.

11.3 Financial Year End

The SPDO's financial year end shall be: 31 March

11.4 Financial Records

The Management Committee shall ensure that the SPDO keeps proper records and books of account which fairly reflect the affairs of the SPDO.

11.5 Annual Narrative Report and Financial Statements

- 11.5.1 The Management Committee shall ensure that the SPDO prepares an annual narrative report describing the SPDO's activities and an Annual Financial Statement for each financial year. The Annual Financial Statements shall conform with generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.

- 11.5.2 Within two (2) months after drawing up the Annual Financial Statements, the Management Committee shall ensure that:

the SPDO arranges for an accounting officer to certify that the annual financial statements are consistent with the financial records of the SPDO and that its

accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements.

OR

The books of account and financial statements are audited and certified in the customary manner by an independent practising chartered accountant.

- 11.5.3 A copy of the Annual Financial Statements and annual narrative report shall be made available to all members as soon as possible after the close of the financial year.

12. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION

The terms of this Constitution may be amended, the name of the SPDO may be changed and the SPDO may be dissolved by resolution of sixty-six per cent (66%) of the members present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-eight (28) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed. The proposed resolution must be submitted in writing to the Management Committee first, bearing the signatures of the chief proponent as well as those of at least five ordinary members who second it.

13. INDEMNITY

- 13.1 Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers shall be indemnified by the SPDO for all acts done by them in good faith on its behalf. It shall be the duty of the SPDO to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the SPDO.
- 13.2 Subject to the provisions of any relevant statute, no member of the Management Committee and/or other office bearer of the SPDO shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the SPDO, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

14. DISPUTES

- 14.1 In the event of a serious disagreement between the members of the Management Committee and/or the SPDO regarding the interpretation of this constitution then any two (2) Management Committee members or any five (5) members of the SPDO shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Management Committee.
- 14.2 The Management Committee shall consider such declaration within two (2) weeks of receiving it. Should the Management Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 14.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Management Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.

- 14.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person/s declaring the dispute and the Management Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.
- 14.5 The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 14.6 The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 14.7 The person(s) declaring the dispute and the Management Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
- 14.8 The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.