

CONSTITUTION
OF
TROTting SOUTH AFRICA
(TSA)

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1.

NAME

The name of the Association is and shall be TROTting SOUTH AFRICA (TSA).

2.

LEGAL STATUS

2.1 The Association is and shall continue to be a distinct and separate legal entity with the power to acquire, to hold and to alienate property of every description whatsoever, and with the capacity to acquire rights and obligations and having perpetual succession.

2.2 The Association is and shall be a juristic person and can act and be acted against in its own name.

2.3 The property and funds of the Association vest in the Association as a juristic person and no member of the Association shall be liable for the debts of the Association.

3.

INTERPRETATION

In this Constitution, except in a context indicating that some other meaning is intended,

“Association” means TROTting SOUTH AFRICA and which name may be abbreviated to “TSA”;

expressions in the singular also denote the plural, and vice versa;

words and phrases denoting natural persons refer to juristic persons, and vice versa;

pronouns of any gender include corresponding pronouns of the other gender; and

the headings shall not be treated as forming part of this Constitution, as such headings are for convenience of reference only.

4.

HEAD OFFICE

4.1 The HEAD OFFICE of the Association shall be at such place as may be determined by the Executive Committee from time to time.

4.2 All summonses, notices, and/or other documents and/or process requiring to be served upon or delivered to the Association shall be so served or delivered at the HEAD OFFICE of the Association.

5.

OBJECTS

5.1 The main objects and powers of the Association are and shall be:

5.1.1 to officiate the sport of trotting in the Republic of South Africa;

5.1.2 to promote the Standardbred breed and administer, promote, foster and encourage the sport of trotting in the Republic of South Africa;

5.1.3 to formulate the rules and ensure the integrity of trotting in the Republic of South Africa;

5.1.4 to establish such registers of the Standardbred breed in Republic of South Africa as well as that of the owners, trainers, drivers, colours, changes in ownership, leases or otherwise as may from time to time be considered of advantage to the sport of trotting in the Republic of South Africa;

5.1.5 to appoint such honorary or paid officials as may be deemed necessary and to make arrangements for the remuneration of such paid officials;

- 5.1.6 to maintain and disseminate racing information and records in regard to the sport of trotting in the Republic of South Africa;
- 5.1.7 to promote and foster co-operation and goodwill with other racing and sporting authorities, Provincial Governments and Governments of the Republic of South Africa or elsewhere;
- 5.1.8 to assist in the transformation of the racing industry in the Republic of South Africa and to achieve a significant black participation level by the year 2015;
- 5.1.9 to issue licenses to owners, trainers, drivers, officials and tracks and clubs (if necessary) in respect of the sport of trotting in the Republic of South Africa.

6.

SUBSIDIARY OBJECTS AND POWERS OF THE ASSOCIATION

- 6.1.1 In pursuance of the main objects and powers of the Association and subsidiary thereto, the further objects and powers of the Association are and shall be:
- 6.1.2 to enter into such arrangements with appropriate authorities as the Association may deem conducive to its objects or any of them, and to obtain from such authorities any rights, privileges and concessions which the Association may deem advisable to obtain; and, whenever the Association deems it necessary to apply to any authority to authorize the doing and performing of any object of the Association, or for any authority deemed necessary in connection therewith;
- 6.1.3 To accumulate capital for any purpose of the Association, either by capitalizing unexpended income or otherwise, and to appropriate

any of the Association's assets for specific purposes, either conditional or unconditional;

to subscribe, administer and invest the funds of the Association in:

- 6.1.3.1 any recognized banking, trust or other financial institution;
- 6.1.3.2 mortgage bonds, participation bonds and securities issued or guaranteed by government, municipal and local authorities or public utility corporations in the Republic of South Africa;
- 6.1.3.3 the purchase of land, buildings, debentures, securities and all kinds and descriptions of movable and immovable property, and in savings accounts and fixed deposits, and in pension and growth funds, and in shares in government and municipal stock, with specific power to sell, lease, mortgage, dispose of, give in exchange, work, develop, build, improve, turn to account and deal with all or any part of the property and rights of the Association, on any terms which may from time to time be deemed fit by the Association;
- 6.1.4 subject to the provisions of paragraph 6.1.3 above, to invest and deal with any monies of the Association not immediately required for carrying on the business of the Association, upon such securities and in such manner as may from time to time be determined by the Association, and to realize, vary, reinvest or otherwise deal with such securities;
- 6.1.5 to borrow, raise and secure the payment of money in such manner as the Association may deem fit, and to pledge, mortgage or otherwise secure, for the repayment of such monies, all or any of the property and assets of the Association;

- 6.1.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable instruments or transferable instruments, and to open and operate banking and other accounts in the name of the Association;
- 6.1.7 to effect assurances of all descriptions, including assurances against accidents of any description against liability to pay compensation for injuries happening to or sustained by any employee, official, administrator and any other person connected with the Association, against liability to pay damages to any person in consequence of such accident, and to pay the premiums and other monies required to keep such policies of assurance of full force or effect;
- 6.1.8 to make payment towards medical aid of any employee and ex-employee and to grant pensions, allowances and ex-gratia payments;
- 6.1.9 to do all such other things as are incidental or conducive to the attainment of the above objects, whether main or subsidiary;
- 6.1.10 the Association shall have all powers generally, and without limitation, to achieve its objects and subsidiary objects, including inter alia the execution of contracts on a national and international level, the disciplining and disqualifying of members, licensees and officials and the amendment of the Rules of TSA.

7.

LIMITATIONS

The income of the Association whence so ever derived shall be applied solely towards the promotion of its objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise

howsoever, to the members, office bearers or servants of the Association: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association or to any member thereof in return for any service actually rendered to the Association. No member or office bearer of the Association shall have any claim or right to any fixed or other property, nor any asset or right, that belongs to and is the rightful property of the Association.

8.

MEMBERSHIP

- 8.1 Any person over the age of Fifteen (15) years, and who makes a written application to become a member of the Association and whose application is accepted by the Executive Committee shall be and become a member of the Association;
- 8.2 Any person as defined in paragraph 8.1 above applying for membership shall be required to complete such membership application form as may be prescribed by the Executive Committee from time to time. The Application shall in all respects comply with the provisions of this Constitution;
- 8.3 Applicants for membership shall be obliged to agree to be bound by this Constitution and the rules and regulations made in terms thereof;
- 8.4 In order to facilitate the establishment of the Association and to institute the groundwork necessary for its initial development, the chairman of the Association from its inauguration until the annual general meeting held in the fifth year after its inauguration shall be DEAN ANDREW LATIMER. Thereafter the chairman of the Association shall be elected at the annual general meeting of the

Association and shall hold office until the annual general meeting in the third year after such appointment and each chairman shall be elected each three years thereafter provided that any chairman whose term of office has expired shall be eligible for re-election.

Notwithstanding the foregoing, if a chairman resigns from office or leaves office for any reason then the secretary of the Association shall act as chairman until the next general meeting of the Association when the chairman shall be elected.

8.5 The membership year shall be based on the Southern Hemisphere Racing Year Calendar, that is, 1st August to 31st July of each year;

8.6 The entrance fees for and the annual subscription payable by members shall be such sum as the Executive Committee shall from time to time determine. Members joining during a year shall be liable to pay pro rata portion of the annual subscription for that year;

8.7 All entrance fees payable by members shall become due and payable within Thirty (30) days after election. Annual subscriptions shall be due and payable annually in advance by 1st August of each year.

9.

EXECUTIVE MEMBERSHIP

9.1 There shall be Two (2) elected Executive Members with full powers until a membership level of One Hundred (100) members has been achieved.

9.2 No Executive Member may be over the age of Seventy (70) years.

10.

MEETINGS OF THE ASSOCIATION

- 10.1 The Annual General Meeting of the Association shall take place once a year at such place and time as the Executive Committee may decide.
- 10.2 Notice of the Annual General Meeting shall be a minimum of Fourteen (14) days;
- 10.3 Upon attainment of one hundred (100) members a quorum for the annual general meeting shall be not less than twenty (20) members in person or by proxy;
- 10.4 A special general meeting may be called by the Executive Committee upon receipt by the Executive Committee of a requisition to hold such a meeting. This requisition shall be signed by not less than fifty (50) members. Each member shall be entitled to one (1) vote.
- 10.5 Minutes of all meetings shall be properly and accurately compiled, stored in a secure location and shall be made available at all times for perusal by any member on request.

11.

LICENSING

A licensing board of not less than three (3) persons shall be appointed by the members of the Executive Committee and shall have the power to grant, refuse, renew or refuse to renew any license or privileges.

12.

BOOKS OF ACCOUNT

- 12.1 The Executive Committee shall cause proper books and records to be kept in which a true and satisfactory account of all transactions shall be recorded. Any statements required shall be extracted and prepared therefrom and certified by the chairman or auditor;

12.2 All monies received must be deposited to the credit of the Association in its banking account and all disbursements must be by cheque signed by any two members of the Executive Committee together with the secretary of the Association.

13.

EXCLUSION OF LIABILITY AND INDEMNITY

13.1 Neither the Association nor the members of the Executive Committee of the Association shall be responsible or may be held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere in or about the Association's property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, the members of the Executive Committee or anyone else for whose actions they or any of them would be liable in law, or by reasons of vis major, casus fortuitus, rain, or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any building structures, or any defective facilities of the Association, or by any other cause of whatsoever nature or howsoever arising;

13.2 Each member of the Association shall, at all times hold the Association and all members of the Association indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such member of the Association arising directly or indirectly from any activity of the Association or any of the members of the Association whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the

Association, any member of the Association, and/or any of their officials, employees and/or agents.

14.

AMENDMENTS TO THE CONSTITUTION

- 14.1 The Constitution of the Association or any part thereof as contained herein shall not be rescinded, added to or amended, save by a resolution, adopted by a majority of two thirds of the members of the Association present at an Annual or a Special General Meeting of members for which due and proper notice has been given;
- 14.2 The provisions of paragraph 14.1 shall only come into effect once the membership level of the Association has reached one hundred (100) or more;
- 14.3 Until such time as the membership level of the Association has reached one hundred (100) or more, the Executive Committee may effect such amendments to the Constitution as they may deem fit.

15.

DISSOLUTION

- 15.1 The Association may be dissolved by a resolution passed at a Special General Meeting called for that purpose provided that such resolution is passed by a majority of two thirds of the members present and entitled to vote at such a meeting and such resolution is confirmed at a Special General Meeting held not less than thirty (30) days thereafter by a majority vote of the members entitled to be present and vote thereon;

15.2 Upon its dissolution the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to the National Horse Trust.

16.

VALIDITY OF ACTS

All acts done in good faith by the Association, the Executive Committee and any Board shall, notwithstanding that it be afterwards discovered that there was some defect in the composition, election or appointment of such body, be as valid as if such body had been duly constituted, elected or appointed.

17.

INTREPRETATION OF CONSTITUTION

The interpretation of this Constitution and of all bye-laws, regulations, rules or decisions of the Association shall rest entirely with the Executive Committee, whose interpretation shall be final and binding on all members of the Association.

Chairman

Secretary

Adopted 02/12/2005

Amended 30/04/2009

Amended 13/09/2012