CONSTITUTION

of the

CROCRIVER MOUNTAIN CONSERVANCY

CONSERVANCY

The owners of property in the Area do hereby constitute a Conservancy known as the **Crocriver Mountain Conservancy**, dedicated to the conservation of our wildlife and the preservation of our environment with the legal status, constitution and Membership set out below.

1 NAME AND CORPORATE STATUS

1.1 The Conservancy is called the **Crocriver Mountain Conservancy** existing as a corporate body independent of its Members.

1.2 The Conservancy is a common law corporate body and as such:

1.2.1 its assets, liabilities, rights and obligations vest in it independently of its members;

1.2.2 it may not distribute any of its profits and gains to any person and it will use its funds solely for the objects for which it has been established and for investment;

1.2.3 it will have perpetual succession; it may sue or be sued in its own name.

2 PURPOSE

The main purpose of the Conservancy shall be to:

2.1 advise upon and assist Members in developing and using the Area within an acceptable ecological framework as an integral unit to the best benefit of the land, the people and the owners by optimum environmental utilisation and farming and encouragement of tourism as a major form of land use.

2.2 To provide a forum wherein the respective owners can meet and promote the Conservancy as an ecological unit.

3 OBJECTIVES

3.1 In furtherance of its main Purpose the Conservancy shall have and is empowered to exercise the following Objectives to the extent that the same do not interfere with or derogate from the proprietary rights of Members in respect of their individual properties.

3.1.1 To meet periodically to consider all aspects of Wildlife Conservation, Management and Administration in the Area, and to discuss matters of common interest and to exchange ideas and information.
3.1.2 To promote the Conservancy in general and to encourage co-operation between the Members specifically.
3.1.3 To formulate common policy amongst the Members of the Conservancy in regard to utilisation and preservation of the soil, indigenous vegetation and generally the natural environment in the Area.
3.1.4 To make recommendations on poaching control and related matters.
3.1.5 To make recommendations as to necessary controls and legislation required for the proper conservation of fauna and flora and other natural resources of the Area.
3.1.6 To provide such other services as Members may from time to time decide to be desirable or necessary.
3.1.7 To retain relevant approval for the Conservancy and to maintain contact and liaison with the relevant statutory departments.
3.1.8 To encourage tourism as a form of land-use with controlled access to land on a basis to be negotiated between tourist operator and individual Members.

4 POWERS

4.1 The Conservancy shall have the following Powers to give effect to its Purpose and Objects:
4.1.1 To raise money by entrance fee, subscription, levy and otherwise from Members of the Conservancy and from any other sources, and to receive donations, subscriptions, aid and subsidies.
4.1.2 To invest funds of the Conservancy in any manner it deems fit and open and operate banking and investment accounts in its own name.
4.1.3 To employ, discharge, pay and arrange the conditions of employment of staff for its activities.
4.1.4 To institute, defend, settle, compromise or discontinue any proceedings in the name of or against the Conservancy, its officers or employees, or otherwise concerning the affairs of the Conservancy.
4.1.5 To insure the assets of the Conservancy.

4.1.6 To do all such other things incidental or conducive to the attainment of the aforesaid Purpose and Objects of the Conservancy

4.1.7 To employ and remunerate professional advisers or services.

5 MEMBERSHIP

5.1 **Ordinary membership:**

Membership of the Conservancy shall be limited to:

- owners of land which can geographically be incorporated successfully into the Conservancy;
- and who sign a copy of the Constitution Acknowledgement form of the Conservancy;
- and who have the same primary land use objectives as the Conservancy and its members.

(An *owner shall be deemed to be the holder of the title of specific property. Only a person, company, close corporation, partnership, association, trust, institution, statutory or other body owning land, or recognized custodians of land in the area comprising the Conservancy, or which may be included in the Conservancy in the future shall be eligible for ordinary membership.*)

5.1.1 Any person wishing to become a member of the Conservancy and who qualifies according to all the necessary criteria as listed above, shall apply in writing for membership to the Conservancy, which permission shall not unreasonably be withheld.

5.1.2 Application for membership of the Conservancy shall be confirmed or refused in the absolute discretion of the Members in General Meeting which shall not be required to assign any reason for its decisions

5.2 Honorary Members

The Conservancy may by resolution at an Annual General Meeting invite persons to become honorary members whether as individuals or in a representative capacity, who are not eligible for ordinary membership.

5.3.1 Honorary Members shall be elected for one year until the next Annual General Meeting and shall have such limited rights as the Conservancy may determine when granting such membership but shall not have any voting rights. All reference to "members" in this Constitution shall be deemed to exclude honorary and ex officio members unless the context clearly implies the contrary.

6 GOVERNANCE AND ADMINISTRATION OF THE CONSERVANCY

6.1 The entire management of the Conservancy shall be vested in an elected executive committee.

6.2 The executive committee shall retire annually at an Annual General Meeting but may be eligible for re-election.

6.3 The fiscal year of the Conservancy shall be 1 January to 31 December each year.

6.4 The Chairperson of the Executive Committee (hereunder constituted) of the Conservancy shall preside at General Meetings of Members, but if he is not present within ten minutes of the appointed time for a Meeting, or if for any reason he does not wish to preside at a Meeting, the deputy chairperson shall preside, failing which, the Members may appoint another Member - in case of dispute, by majority vote - to preside at the Meeting.

6.5 Every year before 31 March an Annual General Meeting of the Conservancy shall be held to approve the accounts and financial statements of the Conservancy, to consider the accounts as well as the report of the Executive Committee on its activities since the previous Annual General Meeting of the Conservancy. 21 (twenty-one) days written notice shall be given to Members of the intention to hold the Annual General Meeting.

6.5.1 General Meetings may also be held at other times and intervals whenever the Members in a General Meeting so resolve; and shall additionally be convened whenever the Chairperson of the Executive Committee so decides, or, upon a requisition signed by two Members of the Executive Committee or upon a requisition signed by not less than 5 (five) Members of the Conservancy. Notice of a General Meeting shall be convened on 14 (fourteen) days written notice.

6.6 The quorum for all General Meetings of the Conservancy shall be the number of persons whether present in person or proxy or alternate who collectively represent at least 50% of the eligible votes.

6.7 If a quorum of Members is not present at the time appointed for General Meeting of Members, which was duly called and convened in accordance with these regulations, the Meeting shall be cancelled if the Meeting was called on a requisition of Members, and shall be entered in the minutes. In any other event the Meeting shall be postponed for not less than 21 (twenty one) days, and the date and details of the Meeting will be re-circulated to the Members.

If a quorum of Members is not present at the time and place to which the Meeting has been postponed, then those Members present shall be deemed to form a quorum.

6.8 Special Resolutions of the Conservancy shall only be passed and acted upon when at least two thirds of the total votes of all Members of the Conservancy have been cast in favour thereof at a duly convened and constituted General Meeting.

6.9 The following matters are of special interest and concern to Members and accordingly decisions thereon shall be taken only by Special Resolution:

6.9.1 Decisions involving the levying of money, including the authorisation and allocation of funds for expenditure in the discretion of and by the committee, and changes in Membership subscriptions;

6.9.2 Amendments and alterations to the Constitution of the Conservancy;

6.9.3 Other matters determined by simple majority resolution of the Members in General Meeting to require decision by Special Resolution.

6.9.4 To borrow such amount of money, which the Members may approve, and to secure the repayment of such money in such manner as the Conservancy may think fit, including mortgage or pledge.

6.10 The secretary of the Conservancy shall be responsible for keeping a register of Members together with detail for the Members' landholding, the area thereof or, in the case of joint owners of land or Shareholders in companies which own land in the Area, the Area of the relevant Member's interest indirectly or directly attributed to such Member.

6.11 Notification of an Annual General Meeting is to be accompanied by an agenda, the minutes of the previous Annual General Meeting and the financial statements.

6.12 A special General Meeting may only be called on 21 (twenty one) days notice.

7 CONSERVANCY POLICY.

7.1 Landowners and visitors should at all times be encouraged to maintain general conservation guidelines in terms of the objectives of the Environmental Management Plan.

7.2 Social behaviour of residents and visitors to the Conservancy must compliment the essence of nature conservation and promote tourism. The behaviour of visitors is the responsibility of the landowner.

7.3 Members are urged to adhere to a burning and alien plant-control schedule approved at a General Meeting.

7.4 Subdivision of land is not promoted.

7.5 A member who has domestic animals on his property shall be responsible for their proper control to ensure that they do not pose a threat to or endanger the fauna and flora in any way. Domestic animals shall include, but not be restricted to, dogs, cats, cattle, goats, and sheep. Domestic cats are a threat to the African Wild Cat and are to be sterilised.

7.6 Dogs shall be kept in confined areas.

7.7 Game not indigenous to Southern Africa may not be introduced into the conservancy area.

7.8 The hunting of free-roaming wildlife is not encouraged and any hunting must be in terms of the Conservancy's hunting policy and the applicable legislation and must be respectful of the Conservancy's goal of preservation and conservation. The Conservancy's hunting policy to be documented and will form part of management guidelines.

8 CONSTITUTION OF EXECUTIVE COMMITTEE

8.1 The Executive Committee shall consist of a chairperson, a deputy chairperson, regional representatives and the chairperson of the sub-committees and members nominated in accordance with 8.2.1 below.

8.2 The Members of the Executive Committee shall be elected by the Members of the Conservancy at each Annual General Meeting, from amongst the Members, and shall continue in office until the next Annual General Meeting. In electing Members to the Executive Committee the principle shall be followed of giving fair representation to both the larger landowners and the smaller landowners.

8.2.1 A member owning 2 000 ha or more of land within the Conservancy and has paid all levies and fees in full shall automatically be entitled to membership of the Executive Committee.

8.2.2 All members of the Executive Committee shall be obliged to accept their appointment to the Executive at an Annual General Meeting or during the meeting at which they are elected.

8.3 The Executive Committee may co-opt persons who may or may not be owners of land in the Area, as non-voting Members of the Executive Committee, to give expert advice on matters affecting the Conservancy, and/or to constitute a liaison with Government. Such non-voting Members shall be entitled to participate in the deliberation of the Executive Committee but shall not have the right to vote.

8.4 The Executive Committee may delegate any of its powers and/or duties to sub-committees, or individuals.

8.5 Executive Committee meetings shall be held at a time and place determined by the Executive Committee from time to time.

8.6 Non-voting Executive Committee Members may be paid their expenses or remuneration, but Executive Committee elected Members may only be refunded expenses incurred with the agreement of the Executive Committee.

8.7 Meetings shall be called by the Secretary or his deputy on the instructions of the Chairperson of the Executive Committee, on at least three days notice except in matters which the Chairperson considers to be urgent.

8.8 The Executive Committee shall cause proper minutes of all Meetings to be kept.

8.9 The Executive Committee shall have the power to fill any vacancies occurring for whatever reason during its term of office by co-opting the required number of additional Members. Such co-opted Members shall be Members of the Conservancy and shall have a vote in the deliberations of the Executive Committee.

9 EXECUTIVE COMMITTEE MEETINGS

9.1 The quorum of Meetings of the Executive Committee shall be 50% of the Executive Committee present in person or represented by alternative.

9.2 Save and except when all elected Members of the Executive Committee may otherwise agree in respect of any specific matter or question, the Executive Committee shall only be competent to take decisions and to act upon matters and questions, notice of which has been given to Executive Committee Members (personally or by telephone or in writing) not less than 48 (forty eight) hours before the date of the Executive Committee Meeting held to consider the same.

9.3 Resolutions and decisions of the Executive Committee shall only be taken, passed and acted upon majority vote by the voting Members, or their alternates, who are present at a duly constituted Executive Committee Meeting,

are in favour thereof; in all other circumstances the matter or matters in respect of which the Executive Committee Members have differences of opinion shall be referred for the decision of the Members of the Conservancy in General Meeting unless held over by agreement for discussion and reconsideration at a further Executive Committee Meeting.

10 DISCIPLINARY PROCEDURES

10.1 Disciplinary measures against members shall be applied with the greatest caution and only if all other reasonable steps have failed. As the greater interest of the Conservancy is closely tied to the acts of individuals, the introduction of disciplinary measures may be necessary. The underlying principle shall be "discipline applied by owners for the owners".

10.2 The Executive Committee may, at its discretion, decide on suitable disciplinary procedures. Such procedures are to be documented and will form part of management guidelines.

11 RIGHT OF APPEAL

There shall be a right of appeal to a Special General Meeting against the decision of the Executive Committee to suspend, to expel a member, to refuse an application for membership, or to grant an application conditionally. An appeal shall be lodged in writing with the Chairperson within 21 (twenty-one) days after the date of the decision appealed against, failing which the right of appeal shall lapse.

Until expiry of the period of 21 (twenty-one) days aforesaid any consequences flowing from the decision and questions shall be deemed to be suspended. Upon timeous receipt of a notice of appeal, such consequences shall likewise be suspended until determination of the appeal, and the Chairperson or the Executive Committee shall within 21 (twenty one days) after receipt of the notice of appeal, convene a Special General Meeting in the manner set out above.

An appeal shall be decided upon by an ordinary majority of the votes held by the members present at a Special General Meeting convened therefor.

12 TERMINATION OF MEMBERSHIP

12.1 If a member ceases to own land in the Conservancy then he shall automatically cease to be a member of the Conservancy. The date of termination of membership shall be the date of registration of transfer of the land concerned into the transferee's name.

12.2 In the event of expulsion of any member the date of termination shall be the date of expiry of the time allowed for an appeal to a Special General Meeting or, if such appeal has been lodged, the date of decision of the appeal by the Special General Meeting, as the case may be.

12.3 If any member should fail to comply with the provisions of membership of this Constitution and persist in such failure after a written warning by the Executive

Committee, then all such member's rights of membership shall automatically be suspended.

12.4 A member whose membership has been terminated, whether as a result of automatic termination, expulsion or howsoever shall:

12.4.1 not have any claim against the assets of the Conservancy or for the refund of any monies paid by him to the Conservancy or of any nature whatsoever;

12.4.2 remain fully liable to the Conservancy for all contributions levied and all other amounts owing as at the date of termination, of his membership; and

12.4.3 comply and carry out all his obligations as well as outstanding and unfulfilled obligations to the Conservancy.

13 ACCOUNTS AND AUDITORS

The Executive Committee shall cause proper books of account to be kept. All monies received by the Conservancy shall be deposited as soon as practicable in an account in the name of the Conservancy with an accredited bank or building society or other institution selected by the Conservancy in a General Meeting or failing them by the Executive Committee. Authorisation of payment, in accordance with agreed procedures, shall be obtained prior to any payment being made from the Conservancy's funds. An auditor may be elected by the Conservancy in General Meeting and he then shall audit the books of account.

14 LIABILITY

There shall be no liability on the part of the Conservancy for injury, loss or damage incurred by Members or their families or invitees howsoever caused and whether by the fault or neglect of the servants, permanent, co-opted, or temporary, of the Conservancy or attributable in any way to the fauna or flora in the Area; and Members and their families and invitees make use of the facilities of the Conservancy in all respects at their own risk.

15 MEMBERSHIP AND VOTING

At all general meetings each member shall have votes allocated in relation to the total sum of hectares of all the portions of land belonging to the member. Votes will be allocated as follows:

1 - 15 hectares:	1 vote
16 - 45 hectares:	2 votes
46 – 150 hectares:	5 votes
151 - 500 hectares :	10 votes
501 - 1000 hectares :	15 votes

1001 - 2000 hectares : 20 votes
2001 – and larger : 25 votes.

Any member in arrears with any payment due to the Conservancy shall be disqualified from voting.
Voting rights may be exercised personally or by proxy or by an alternative under written authority, which shall be presented upon request at any meeting at which the proxy or alternative wished to exercise the right.

16 RESIGNATION OF MEMBERS

16.1 Members shall be entitled to resign at any time on notice in writing to the Chairperson of the Executive Committee, provided that a Member resigning shall nevertheless be liable for any unpaid Membership levies and/or contributions.
16.2 A Member resigning within 30 (thirty) days after a General Meeting at which the Conservancy voted by Special Resolution to impose a levy on Members shall not be liable to pay his share of such levy.

17 SUBSCRIPTIONS

Subscriptions shall be determined by the Members of the Conservancy in General Meeting on the recommendation of the Executive Committee and must be paid yearly in advance or on a monthly basis as decided upon by the Executive Committee.

18 AMENDMENT OF CONSTITUTION

The Constitution may only be amended by Special Resolution passed at a duly convened and constituted General Meeting in accordance with paragraphs 6.9 and 6.10 above.

19 RIGHTS AND LIABILITIES OF MEMBERS

19.1 A Member shall have no proprietary right, title or claim to or interest in any of the property or assets of the Conservancy.
19.2 The liability of Members shall be limited to the amount of subscriptions which may be unpaid from time to time plus the amount of any expenditure duly levied at any time by Special Resolution in accordance with the provisions of this Constitution, but unpaid by Members.
19.3 The members will not by reason of their membership be liable for the liabilities and obligations of the Conservancy.

20 DISSOLUTION

The Conservancy may be dissolved at any time provided this is agreed to at a General Meeting of Members, such meeting to be called specifically for such purpose and on not less than 21 (twenty-one) days' notice. Any funds in hand at the date of dissolution shall be disposed of in such manner as may be decided by the Meeting.

21 INDEMNITY

Members of the Executive Committee, Secretary and other officers and office bearers of the Conservancy shall be indemnified and secured harmless out of the assets of the Conservancy from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by reason of any act done, concurred in or omitted, in or about the execution of their respective offices or trusts, except such, if any as they shall incur or sustain by or through their own wilful neglect and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any acts for the sake of conformity or for any treasurer, bankers or other persons with whom any monies or effects belonging to the Conservancy shall or may be lodged or deposited for safe custody or for insufficiency or deficiency of any security upon which any monies of or belonging to the Conservancy shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own wilful neglect, default or dishonesty respectively.

22 TRAVERSING

This Constitution does not confer the right to traverse any other Member's property and any such agreement entered into by individual Members shall be voluntary and shall be recorded with the Executive Committee.

AMENDED CONSTITUTION DATED **JUNE 2018**
ACCEPTED AT THE ANNUAL GENERAL MEETING OF MEMBERS
ON 16 June 2018